

COUNTY COMMISSION OF LEWIS COUNTY

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



COMMISSIONERS:
Patrick D. Boyle, President
Agnes Queen, Commissioner
Rod Wyman, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
Monday , July 9, 2018**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM Call Meeting to Order**
- 2. 10:05 AM John Breen, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review Thursday, July 5, 2018.
(*action required*)

APPOINTMENTS

- 3. None**

CORRESPONDENCE

- 4. Upshur County Commission Meeting Agenda:** Upshur County Commission Meeting Agenda for Thursday, July 5, 2018. (*information only*)
- 5. Lewis County Convention and Visitors Bureau Meeting Minutes and Agenda:** Agenda for July 3, 2018 meeting of the Lewis County Convention and Visitors Bureau and minutes of the June 3, 2018 meeting . (*information only*)
- 6. WV State Auditor Notice of Delinquent and Nonentered Lands Sale:** The West Virginia State Auditor's Office will be selling Lewis County Delinquent and Nonentered Lands previously sold to the State of West Virginia at the courthouse on July 23, 2018 at 1:00 PM. (*information only*)
- 7. Jane Lewis Public Service District Meeting Minutes:** Minutes of the May 10, 2018 regular meeting and the May 15, 2019 Special Meeting of the Jane Lew Public Service District. (*information only*)
- 8. United States Department of Interior Distribution of Payments in Lieu of Taxes(PILT):** Lewis County received \$55, 324.00 from the United States Department of Interior for Payment in Lieu of Taxes (PILT). This payment is made to compensate eligible local jurisdictions for Federal Lands administer by the Department of Interior. Last year the county received \$54,191.00. (*information only*)
- 9. Sheriff's Monthly Vehicle Report:** Sheriffs Monthly Vehicle report for June 2018 including fleet mileage. (*information only*)

10. Notice of Consummation of Altice, USA, Inc. Pro Forma Internal Reorganization:

Altice provides notice of internal restructuring of the company. This will not have any effect on their contract with the County to provide service. *(information only)*

BUSINESS

11. Board(s) and Committees Reports by Commissioners on any board(s) or committee(s) attended including: Lewis County Convention and Visitor's Bureau; July 4th Activities.

12. PILT(Payment in Lieu of Taxes) Class Action Law Suit Notification: Notification from the Unites States Court of Federal Appeals that Lewis County is eligible to participate in a class action law suit against the federal government for underpayment of Payment in Lieu of Taxes (PILT) funding in 2015, 2016 and 2017. To participate the county must execute an opt-in notice no later than September 14, 2018. This can be done electronically. *(action required)*

13. Fiscal Year 2019 Prevention Resource Officer Agreement: In a collaborative effort, the Lewis County Board of Education and the Lewis County Commission provide Prevention Resource Officers at Lewis County High School and Robert L. Bland Middle School. The commission is asked to authorize an agreement with the Board of Education to again provide Prevention Resource Officers in these schools. *(action required)*

14. WV Supreme Court of Appeals Memorandum for Lease of Family Court: The West Virginia Supreme Court of Appeals has submitted a Memorandum of Understanding for the lease of Family Court Facilities for fiscal year 2019. This memorandum will expire June 20, 2019. *(action required)*

15. Lewis County Fire Board Appointment: The Lewis County Firefighters Association recommends Gary Hall, of the Weston Fire Department, to replace Buck Stewart on the Lewis County Fire Board. *(action required)*

16. Fiscal Year 2018 Records Management and Preservation Grant Request for Payment and Grant Closure: The Lewis County Commission is asked to approve a request for payment in the amount of \$1,624.49 from the Fiscal Year 2018 Records Management and Preservation Grant. This is for indexing done by employees in the county clerk's office after normal business hours. The commission is also asked to approve the closure of this grant. *(action required)*

17. Resignation from the Lewis County Fire Board: Approval of Resignation from Marissa Aman from the Lewis County Fire Board. *(action required)*

18. Time Sheets and Leave Requests

ACTIONS, ESTATE SETTLEMENTS, 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, July 5, 2018. *(action required)*

20. 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 Thursday, July 5, 2018. *(action required)*

21. 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 Thursday, July 5, 2018. *(action required)*

22. Expenses for the Current Period Presented for Consideration of Payment: Draft copies will be available for review upon request Thursday, July 5, 2018. *(action required)*

ADJOURNMENT:

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

WIS 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.

*Lewis County Convention and
Visitors Bureau/Stonewall country*

*Visit where heroes were raised,
legends were born, and memories are made.*



July 3, 2018 Agenda

1. Call to Order- establish quorum
2. Minutes
3. Financial Report
4. Executive Directors Report
5. Old Business:
 - a. None.
6. New Business:
 - a. LC Fair update.
 - b. Annual meeting and elections.
 - c. Chris's comment spot.
7. Adjournment.

The next CVB Board of Directors meeting will be on Tuesday
August 14, 2018 @ 5:30 p.m. at the CVB office.

Lewis County Convention and Visitors Bureau
A Certified West Virginia CVB
499 US Highway 33 East Weston, WV 26452
304-269-7328 304-269-3271 fax 1-800-296-7329
www.lewiscountycvb.com www.stonewallcountry.com

Lewis County Convention & Visitors Bureau Minutes

June 5, 2018 @ 5:30 p.m. at LC CVB Office

In Attendance: Rebecca Jordan Gleason, Dean Hardman, Glenn Haan, Chip Turner, Andre' D'Amour, Ron McVaney, Jim Lambert, Sharon Pickens, Barb McVaney, Kim Geer, and Chris Richards.

Absent: Julia Spelsberg and Pat Boyle.

Meeting:

- I. **Meeting called to order** by Dean. A quorum was present.
- II. **Minutes:** April. minutes were approved as written. (Chip/Rebecca)
- III. **Financial Report:** Reports were written given to members for review. (Rebecca/Chip)
- IV. **Executive Directors Report:** Report was approved. (Rebecca/Jim)

Old Business:

- I. None.

New Business:

- I. The Board heard a partnership request from the 2018 Spikers Bull Ride. The request was for 1500.00 in radio ads on WV Radio with the bull ride folks matching the effort though other advertising venues. The request was approved. (Rebecca/Sharon)
- II. The board heard a request from Chris to reschedule the board meeting due to a travel show conflicting with the regular meeting date and the meeting was rescheduled to August 14th at 5:30 at the CVB office.
- III. The board asked how they wanted to handle the marketing amounts for Labor Day weekend they reviewed last year budget and approved the office to make the same \$3500 to \$4000 investment as was done last year making sure to advertise all activities in the county that weekend. (Rebecca/Chip)
- IV. The board was asked to sign their annual code of conduct forms.
- V. Chris's comment spot - See you next month!

Meeting adjourned at approximately 5:55 p.m.

The next meeting will be on July 3, 2018 at 5:30 at the CVB Office

Lewis County CVB/Stonewallcountry
A Certified West Virginia CVB
499 US Highway 33 East Weston, WV 26452
304-269-7328 304-269-3271 fax 1-800-296-7329
lewiscountycvb.com or www.stonewallcountry.com



State of West Virginia

John B. McCuskey

**State Auditor and
Commissioner of Delinquent
and Nonentered Lands**

Office of the State Auditor
County Collections Division
State Capitol, Building 1, Suite W-118
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (888) 509-6568
Telephone: (304) 558-2262
Fax: (304) 558-4156
www.wvsao.gov

June 22, 2018

Honorable Adam Gissy
Sheriff and Treasurer
of Lewis County
110 Center Ave.
Weston, WV 26452

Re: Lewis County Notice of Auction of
Delinquent and Nonentered Lands

Dear Sheriff Gissy:

Enclosed is the list of properties that will be offered for sale on July 23, 2018.

Should you have any knowledge that any of these properties should not be included in the Sale, please contact this office as soon as possible. The Auditor's Office does not wish to include any properties in the Sale that shouldn't be sold. Please note that properties who status indicate that they have been deeded, redeemed, dismissed, suspended, or suspended because of bankruptcy will not be offered for sale.

If you have any questions please feel free to contact me.

Sincerely yours,

Russell Rollyson
Senior Deputy State Auditor
County Collections Division

Encl(s)

cc: Honorable Cynthia Rowan, County Clerk
Honorable Beth Burkhart, Circuit Clerk
Honorable John Breen, Assessor
Honorable Christy Flanigan, Prosecuting Attorney
Honorable Patrick D. Boyle, President of the Lewis County Commission

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting May 10, 2018

Present: Thomas E. Bailey (Chairman); Elaine B. Flaxer (Secretary); Oscar R. Mills (Board).

Guests:

Absent: Nancy E. Gee (General Manager).

- I. **Call to Order:** The meeting was called to order by Chairman Bailey at 4:00 p.m. at Jane Lew PSD Office, 70 Park Avenue, Jane Lew, WV.

NOTE: In addition to presiding over the meeting, Chairman Bailey also presented Nancy Gee's pre-prepared reports.

~ ROUTINE MONTHLY BUSINESS ~

- II. **Minutes:** (04/12/18)

MOTION: (Bailey/Flaxer) to approve attached Minutes of 04/12/18 regular meeting. [Carried Unanimously]

- III. **General Manager's April Reports** (Gee)

A. **WATER:**

1. **Bills** (Attached)

MOTION: (Flaxer/Mills) to ratify payment of attached list of water invoices for April 2018. [Carried Unanimously]

2. **Treasury Report** (Attached)

MOTION: (Bailey/Flaxer) to approve attached Water Treasury Report for April 2018. [Carried Unanimously]

3. **Water Adjustments Report** (Attached)

MOTION: (Mills/Bailey) to approve attached Water Adjustments Report for April 2018. [Carried Unanimously]

4. **Water Purchase, Sales & Loss Report** (Attached) – actual unaccounted April loss of 05%.

MOTION: (Bailey/Flaxer) to approve attached Water Purchase, Sales & Loss Report for April 2018.

[Carried Unanimously]

5. **Water Preventive Maintenance Report** -

- a) **Lines** -
- b) **Loss Prevention** – daily readings & recordings done; monthly visual check
- c) **Fire + Flushing Hydrants** [58 + 26] -
- d) **Valves** [147] -
- e) **Meters** [659] – Jason reported that there are 6 new replacement meters left to change out
- f) **Booster Stations** [3] – checked
- g) **Tanks** [2] – Bertis McCarty (WVRWA) ran camera in both tanks. Reported that while it's not a

current emergency, both tanks will need repairs over time. The Little Tank, being oldest, is in worst need. It has some rust at seams and other spots beginning to rust. Has at least 8-10 inches silt in bottom. Also has 8 bullet dents in side where someone has shot it with gun. In the near future it will need to be drained, cleaned, repaired and painted. The Big Tank, having been maintained a few years ago with a public water project, is in better condition, but with some rust just beginning. McCarty advised getting estimates on the cost of repairing Little Tank at least.

- b) Office Furnace + A/C – Richards Heating and Cooling conducted spring maintenance
 - i) Vehicles [Truck + ½ Buggy] – washed truck
 - j) Generators [1 big port + 2 small] – exercised generator at Chesapeake Hill
 - k) Expensive Equipment [Mower] -
 - l) Critical Inventory – nothing needed
 - m) Other –
6. Water System Repairs Report (fixing unplanned breakdowns) – fixed two leaks: 1) service line at American Legion, and 2) main line on Mayre Street.
 7. Water Leak Detection Report – visual check only
 8. Cross-Connections/Backflow Report - ongoing
 9. New Non-Project Water Taps – one at Doss Enterprises, Route 19 North
 10. Other –
 - a) Request to purchase taser & pepper spray gun. As per discussion at April 12th meeting: Attorney Kelsh did not think either was a good idea. Instead recommended a window or other physical barrier. Insurance company said “No” to taser but said pepper gun okay provided a member of law enforcement agency comes in and gives instruction on proper usage. Board strongly advised Gee to do this.
 - b) Demand-based rate for water purchase. In June WVAW is raising rate by 16 cents from \$\$3.42/1,000 to \$3.58/1,000. Attorney Kelsh in discussion with General Manager Gee as to best option for PSD rate increase.
 - c) April 16th flood. Water rose circa 30 inches in basement; knocked over table holding several totes holding duplicate records; destroyed electronic eyes of garage door opener; but overall no real damage.

Assignments

- ✓ Weather permitting, to finish installing replacement touch-read water meters.
- ✓ Gee to follow up on tank maintenance estimates.
- ✓ Gee to obtain pepper spray gun instruction.
- ✓ Gee to work with Attorney Kelsh on water rate increase.

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Bailey/Flaxer) to ratify payment of list of Sewer invoices for April 2018. [Carried Unanimously]

2. Wastewater Treasury Report (Attached)

MOTION: (Flaxer/Bailey) to approve Sewer Treasury Report for April 2018. [Carried Unanimously]

3. Wastewater Adjustments Report (Attached)

MOTION: (Bailey/Mills) to approve Sewer Adjustments Report for April 2018. [Carried Unanimously]

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

MOTION: (Flaxer/Bailey) to approve Sewer Treatment Purchase, Sales & Loss Report for April 2018. Rain 6.77 inches/
I&I – 6,277,908 gallons [Carried Unanimously]

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines–
- b) I&I Prevention – continued to check manholes for leaks
- c) Manholes [594] – Atlas came and sealed 3 manholes. Will come later and do rest.
- d) Duplex + ABS Grinder Pumps [5 + 2] – nothing

- e) Lift Stations [16 total] – weekly inspections, amped, cleaned, cut grass
 - f) Bar Screen [1] – cleaned weekly
 - g) Vehicles – [Truck & ½ Buggy] – washed
 - h) Generators [3stat. + 2 port.] – exercised
 - i) Classroom Furnace & A/C – Richards Heating and Cooling did spring maintenance
 - j) Expensive Equipment [mower]
 - k) Critical Inventory – nothing needed
6. Wastewater Repairs Report (attached) –
- ✓ ran camera through line and flushed plugged (with grease & rags) line at Broad Run Village
 - ✓ cleared plugged line at Jones residence (Westfield Rd.)
 - ✓ replaced E-1 at Grogg residence (Kimberley Lane)
 - ✓ replaced contactor and circuit board of E-1 in Garton field (Westfield)
 - ✓ Thornburgh replaced pump at Lift 5 and took one back for repair
 - ✓ Thornburgh pulled pump at Lift 10, but it was just rags, so put back in
7. New Non-Project Sewer Taps – none
8. Other –

Assignments

✓ Gee to follow up with Atlas

IV. Update: Pending Non-Project Extensions and Road Bores (Gee) none

- V. Update: Board Review of PSD Policies and Job Descriptions (Gee/Flaxer) – none**
- A. Private Fire Protection Policy
 - B. Professional Incentives Policy
 - C. Revise Water Job Description to be consistent with a water PURCHASE entity
 - D. Water and Wastewater Asset Management Policies –

Assignment

- VI. Update: Personnel Matters (Gee) –**
- A. Office Staff
 - B. Water Staff - Jason Foster & Boone Brown attending classes in Fairmont week of May 7th to obtain Water Distribution licenses.
 - C. Sewer Staff

VII. Announcements: Nancy Gee to be on vacation May 9, 10, 11 inclusive

VIII. Correspondence: -

- A. Letter (04-16-18) From James Kelsh, Bowles, Rice, Re:Taser and Mace Guns
- B. Letter (04-18-18) From Ed Haas, Vice President of Land, HG Energy II Appalachia LLC, of Rathbone

- Minerals, LLC, re: Offer to Purchase Oil & Gas Interest in Lewis & Harrison Counties, WV
- C. Letter (04-19-18) From Tetrick & Bartlett, Re: Letter of Engagement
 - D. Letter (04-26-18) From James Kelsh, Bowles Rice, Re: Proposed Rate Increase
 - E. Emails (05-01-18 to 05-04-18) From Beth Arbogast, Mountaineer Insurance Co, Re: Taser & Pepper Guns
 - F. Letter (04-19-18) From Christina Chard, WV American Water Co., Re: Calculation of Biennial Rate Adjustment of Demand Based Rate Tariff

~ OLD BUSINESS ~

~ NEW BUSINESS ~

IX. Letter of Engagement with Tetrick & Bartlett, PLLC (Gee)

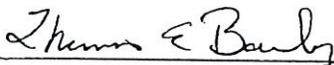
MOTION: (Mills/Bailey) to authorize Thomas E. Bailey as Chairman to sign indicating Board approval of attached Letter of Engagement with Tetrick & Bartlett dated April 19, 2018 to carry out the District's Annual Audit for 2017-18.
 {Carried Unanimously}

X. Special Budget Meeting (Gee)

MOTION: (Bailey/Mills) to approve the scheduling of a Special Meeting on May 15, 2018 at 4 p.m. for the sole purpose of reviewing and acting upon the 2018-19 water and wastewater budgets for the Jane Lew Public Service District.
 {Carried Unanimously}

XI. Late Received Agenda Items (Gee) – Chairman Bailey brought up an offer by Rathbone Minerals LLC to purchase Jane Lew oil and gas interests (see Correspondence List). No action was taken. Bailey was advised to obtain more information and give it to General Manager Gee upon her return from vacation.

XII. Adjournment: The meeting was adjourned by Chairman Bailey at 4:48 p.m.



 Thomas E. Bailey, Chairman



 Elaine B. Flaxer, Secretary

Attachments:

- April '18 Bills Paid (Water/Wastewater)
- April '18 Treasury Reports (Water/Wastewater)
- April '18 Adjustments Reports (Water/Wastewater)
- April '18 Water/Wastewater Treatment Purchase, Sales & Loss Reports
- All Correspondence noted above on Page 3-4
- Executed copy of Letter of Engagement with Tetrick & Bartlett PLLC

E-Copies of Unapproved Minutes Sent to:

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

Assignment

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Special Meeting

May 15, 2018 4:00 PM

~ ~ Minutes of Special Meeting ~ ~

PRESENT: Thomas E. Bailey (Chairman); Elaine B. Flaxer (Secretary); Oscar R. Mills (Board); Nancy E. Gee (General Manager). [Board Member Oscar Mills was late, arriving at 4:25 p.m.].

ABSENT:

GUESTS:

I. Call to Order (Bailey) The meeting was called to order at 4:04 p.m. at the JLPSD Office (70 Park Avenue) by Chairman Tom Bailey.

II. NEW: 2018/2019 PSD Budget (Gee) –

MOTION: - (Bailey/Flaxer) To approve a 2% Water Division pay increase for all full-time non-exempt employees for FY 2018/19, excluding the General Manager who seeks no salary increase. [Carried]

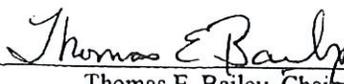
MOTION: - (Flaxer/Bailey) To approve a 2% Sewer Division pay increase for all full-time non-exempt employees for FY 2018/19, excluding the General Manager who seeks no salary increase. [Carried]

MOTION: - (Bailey/Flaxer) To approve the FY 2018/19 Water Division Budget as presented. [Carried]

MOTION: - (Flaxer/Bailey) To approve the FY 2017/18 Sewer Division Budget as presented. [Carried]

MOTION: - (Flaxer/Mills) To approve a 4th week of vacation time for employees after 10 years of service. [Carried Unanimously]

III. Adjournment (Bailey) The Special Meeting was adjourned by Chairman Bailey at 4:32 p.m.



Thomas E. Bailey, Chairman



Elaine B. Flaxer, Secretary

Attachments:

- 2018-19 Water Division Budget
- 2018-19 Sewer Division Budget

E-Copies of Unapproved Minutes Sent to:

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

Assignment

- ✓ *Gee to carry out provisions of attached Water & Sewer budgets*



THE SECRETARY OF THE INTERIOR
WASHINGTON

June 26, 2018

Lewis, County Of
Lewis County Commission
110 Center Avenue
Weston, WV 26452-1964

Dear County Official:

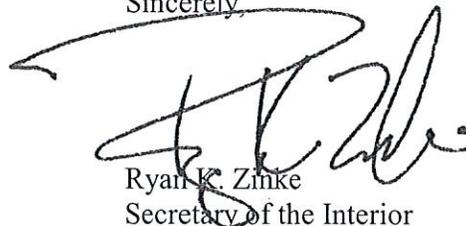
I am pleased to notify you that on June 26, 2018, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by Agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior year Federal payments under certain revenue sharing programs, as reported annually by states, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

On March 23, 2018, the President signed the Consolidated Appropriations Act, 2018 (P.L. 115-141) which appropriated full funding for PILT. Approximately 1,900 local jurisdictions received a total of \$552.8 million in PILT payments this year.

For 2018, your County is receiving a PILT payment of \$55,324. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 26, 2018. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at (202) 513-7783.

Sincerely,



Ryan K. Zinke
Secretary of the Interior

\$ 54,191.⁰⁰
Last yr.

JUNE 2018 MILEAGE REQUEST

UNIT LIC.

150 Gissy 6LB698 / 14 CHARGER 26,374

151 Hyre Temp / 18 POLICE INTERCEPTOR 605

152 Moneypenny 3170 / 13 POLICE INTERCEPTOR 69,533

153 Carpenter 3169 / 13 POLICE INTERCEPTOR 83,914

154 Lopez 1910 / 13 POLICE INTERCEPTOR 74,652

155 Tonkin 1234 / 13 POLICE INTERCEPTOR 48,781

156 Clark 2824 / 11 TAHOE 100,110

157 Hendershot 2829 / 11 TAHOE 89,425

158 Hummel 2966 / 12 CAPRICE 86,220

159 VanMeter 1643 / 11 TAHOE 80,003

160 Turner / 14 EXPLORER 56,039

161 Newbrough 2868 / 09 TAHOE 68,137

170 Cayton 3184 / 09 RAM TRK 132,250

171 Kirkpatrick 2726 / 11 DODGE NITRO 37,891

174 Bush 1233 / 10 DODGE NITRO 45,658

175 Carey 2727 / 10 TAHOE 104,588

1500 Deputy Reserves 2511 / 07 CROWN VIC 116,086

1500 Deputy Reserves 1696 / 03 DURANGO 122,964

1500 Deputy Reserves 1232 / 07 CROWN VIC 107,469

2007 Chevy Sub. 80,473

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

Thank You



June 28, 2018

Via Certified Mail 7018 0360 0001 4545 2044

Commissioner Agnes Queen
Lewis County
110 Center Avenue
Weston, WV 26452

Re: Notice of Consummation of Altice USA, Inc. *Pro Forma* Internal Reorganization

Dear Commissioner Queen:

Altice USA, Inc. (“Altice USA”), on behalf of Cequel III Communication II, LLC (“Suddenlink” or “Franchisee”) hereby provides to the Lewis County (“County”) notice of the consummation of a *pro forma* internal reorganization (the “Restructuring”). The Restructuring, which closed on June 8, 2018 following required regulatory approvals including by the Federal Communications Commission, removed an intermediate parent entity from Suddenlink’s corporate ownership, but did not change control of Suddenlink, or the ultimate parent. Suddenlink still holds the cable service franchise in the County (the “Franchise”) and is bound by its terms, which are unchanged by the Restructuring.

No approval by the County was triggered by the Restructuring. Altice USA is providing this letter to notify the County of an “intra-company transfer” subject to post-closing notice, as required by Section 4.4 of the Franchise.

Please do not hesitate to contact me should you have any questions.

Sincerely,

/s/ Robert Hoch

Robert Hoch
Counsel, Government Affairs
Cequel III Communication II, LLC
c/o Altice USA
1 Court Square West, 49th Fl.
Long Island City, NY 11101
(929) 418-4872
Robert.Hoch@AlticeUSA.com

Cc: Erin Jones, Director, Government Affairs, Altice USA

United States Court of Federal Claims
Washington, D.C.

OFFICIAL NOTICE

The United States Court of Federal Claims has certified a **CLASS ACTION** lawsuit regarding your right to recover additional sums under the **PAYMENTS IN LIEU OF TAXES ACT [PILT Act]** for fiscal years 2015, 2016, and 2017.

This is not a solicitation from a lawyer.

The Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C (Consolidated) [the Lawsuit], has directed sending this notice to a Class made up of: **“All ‘unit[s] of general local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act [PILT Act] in fiscal years 2015, 2016 and/or 2017.”**

You are receiving this notice because you are a unit of local government believed (1) to be a member of that Class, and (2) to have been underpaid in those years.

The Lawsuit seeks to recover monies that the Court has determined that the federal government owes each Class Member for the underpayment of its respective PILT Act entitlement in fiscal years 2015, 2016, and/or 2017.

To obtain the money that the federal government owes you, *without having to file your own lawsuit*, you must submit a Class Action Opt-In Notice Form which can be done quickly and securely online at www.PILTPayments.com. You may also complete and return the enclosed copy of the Class Action Opt-In Notice Form by first class mail or pre-paid delivery service.

To participate in the Lawsuit, you must submit your completed Class Action Opt-In Notice no later than September 14, 2018.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

- This Notice has been sent to you by order of a federal court. **Please read this Notice carefully and fully.** It explains the opportunity you now have to join a Class Action Lawsuit currently pending before the Court.
- The Court is neither encouraging nor discouraging you to join the Lawsuit. You have the right to participate in the Lawsuit as a Class Member, or to do nothing and be excluded from the Lawsuit.

- **Please Note: This particular Class Action differs from many other class actions in the United States because,**
 - **if you do nothing, you will not be able to participate in the Lawsuit, and**
 - **the Court has already ruled that the federal government owes each Class Member for underpayments in fiscal years 2015, 2016, and/or 2017.**

SUMMARY OF YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED (OPT INTO THE CLASS ACTION LAWSUIT)	<p>By submitting a Class Action Opt-In Notice Form you are asking to be included in the Lawsuit, receive any PILT Act underpayments recovered in the Lawsuit, and be bound by its results.</p> <ul style="list-style-type: none"> • You acquire rights to any money that the Court determines that you are due as a result of underpayment, in fiscal years 2015 through 2017, of your entitlement under Section 6902 of the PILT Act. • You will be bound by the outcome of the case, whether favorable or unfavorable to you. <p>You will also give up the right to sue the federal government on your own, and at your own expense, for the same legal claims made in the lawsuit.</p> <p>In order to join the Lawsuit, you must submit a completed Class Action Opt-In Notice Form online, by first class mail, or by pre-paid delivery service. The Class Action Opt-In Notice Form must be submitted, postmarked, or delivered no later than September 14, 2018.</p>
DO NOTHING	<p>If you do nothing, you will not be included in the Lawsuit, and you will have no right to any money recovered in the Lawsuit. But you will keep the right to sue the federal government for any alleged PILT Act underpayments in fiscal years 2015 through 2017, on your own and at your own expense.</p>

- Your rights and options, and the deadline to exercise them, are further explained below.
- This Notice may affect your legal rights. Read it carefully.

BASIC INFORMATION

1. Why did I get this Notice?

The federal government's records show that you are a unit of local government that received a payment pursuant to Section 6902 of the PILT Act in fiscal years 2015, 2016, and/or 2017. This Notice advises you that:

- a. The Court has allowed, or "certified," a Class Action Lawsuit against the United States to recover amounts which the Court has determined that the government was required to pay units of local government under 31 U.S.C. § 6902, but did not pay in full in fiscal years 2015, 2016 and 2017.
- b. You are eligible to participate in the Lawsuit by completing and timely submitting a Class Action Opt-In Notice Form. The Form may be completed and submitted online at www.PILTPayments.com. Alternatively, you may complete the enclosed copy of that Class Action Opt-In Notice Form and submit it by first class mail or by pre-paid delivery service.

2. What is this Lawsuit about?

This Lawsuit is about whether the federal government was required to pay in full the amounts due to units of local government under Section 6902 of the PILT Act in fiscal years 2015, 2016, and 2017. The Class Representative (Kane County, Utah) contended that the federal government underpaid units of local government in those years, and that all Class Members are entitled to recover the underpayment amounts. The government denied that any units of local government were entitled to any additional PILT payments beyond the amounts already paid for those years.

3. What has the Court decided?

The Court has ruled that provisions of Section 6902 of the PILT Act obligated the federal government to pay eligible units of local government the full amounts calculated by a formula set forth in the Act even though Congress failed to appropriate sufficient funds to do so in fiscal years 2015 through 2017 (noting that Kane County had not challenged (and the decision did not therefore extend to) the portion the government's reduction of its fiscal year 2015 PILT payments caused by the sequestration of part of the funds appropriated to make FY 2015 PILT payments). The Court granted summary judgment, in favor of the Class, as to the government's liability for underpaying Class Members in those years. The Court has not yet determined the amount by which the Class as a whole, or any individual Class Member, was underpaid in those years. As of the date of this notice, Class Counsel

and counsel for the government have agreed on the amount of the underpayment in fiscal years 2015 and 2016, and anticipate reaching agreement on the amount of the underpayment in fiscal year 2017. The Court's decision is subject to appeal.

4. What is a Class Action and who is involved?

In a class action, one or more Class Representatives (in this case, Kane County, Utah) sues on behalf of all Class Members (in this case, units of local government that receive PILT payments) who have the same or similar claims. Kane County and all other Class Members who choose to participate in the Lawsuit are the "Plaintiffs." The United States is the "Defendant." In a class action at the United States Court of Federal Claims, the Court resolves all issues for all Class Members who choose to participate in the Lawsuit. Here, that includes the Court's decision that the government is liable, described in paragraph 3 above.

5. Why is this lawsuit a Class Action?

The Court has decided that this Lawsuit meets the requirements of Rule 23 of the Rules of the United States Court of Federal Claims, which governs class actions in that Court. Specifically, the Court has ruled that:

- The potential Class is so numerous that joinder of all Class Members is impractical;
- There are legal questions and facts common to each Class Member's claim;
- The Class Representative's claim is typical of the claims of other Class Members;
- The Class Representative, Kane County, Utah, and Class Counsel, Alan I. Saltman, a partner in the Washington, D.C. office of Smith, Currie & Hancock LLP, will fairly and adequately represent the interests of the Class;
- The common legal and factual questions predominate over questions affecting only individual Class Members; and
- This Class Action will be more efficient than having many individual lawsuits.

6. What is requested in this Lawsuit?

The Class Representative seeks, for itself and for all other Class Members who choose to participate in the Lawsuit, payment of the amounts by which each was underpaid in fiscal years 2015 through 2017. Class Counsel will also ask the Court for an award of attorney's fees and expenses.

WHO MAY PARTICIPATE IN THE CLASS ACTION

7. Am I part of this Class Action Lawsuit?

You must decide whether you wish to participate in the Lawsuit. **You cannot participate unless and until you fill out and submit—online, by first class mail, or by pre-paid delivery service—the Class Action Opt-In Notice Form found on the website www.PILTPayments.com.** A copy of the Form is also enclosed. The Rules of the United States Court of Federal Claims require that Class Members choose whether to “opt into” the lawsuit. If you fit the description in the next question—and the government’s records indicate that you do—you may opt into and participate in this Lawsuit. If you do nothing, you will be excluded from the Lawsuit and will forfeit your right to receive any monies recovered in the Lawsuit.

8. Who can participate in the Lawsuit?

The Court has decided that the Class consists of:

“All ‘unit[s] of local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act in fiscal years 2015, 2016, and/or 2017.”

Any unit of local government meeting this definition may participate in this Lawsuit by timely submitting a completed Class Action Opt-In Notice Form.

9. Does participating in the Lawsuit cost any money?

No.

YOUR OPTIONS

10. How can I participate in this Lawsuit?

You can complete and submit your Class Action Opt-In Notice Form online at www.PILTPayments.com. Alternatively, you can complete the enclosed Class Action Opt-In Notice Form and send it by first class mail to: PILT Payments Class Action, P.O. Box 65876, Washington, D.C. 20035-5876; or by pre-paid delivery service to: PILT Payments Class Action, 1025 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. However you transmit it, you **must** submit your completed Form **no later than September 14, 2018** if you wish to participate in the Lawsuit. **Do not delay.**

11. What happens once I choose to participate in this Lawsuit?

As a Class Member who chooses to participate in the lawsuit, you will be represented by Class Counsel, who will take all actions necessary to protect your rights. You will receive the benefit of, and be bound by, all rulings, orders, judgments entered, or settlements approved by the Court, whether favorable or unfavorable. You will **not**, however, be asked to make any out-of-pocket payment of attorney's fees or expenses in the case.

12. If I choose to participate in the Lawsuit, what will I be required to do?

After timely submitting a completed Class Action Opt-In Notice Form, the parties currently do not anticipate that you will have to do anything else.

13. What happens if I choose not to participate in the Lawsuit?

If you do not submit a completed Class Action Opt-In Notice Form online **on or before September 14, 2018**; by first class mail **postmarked on or before September 14, 2018**; or by pre-paid delivery service **delivered no later than September 14, 2018**, you will be barred from participating in the Lawsuit and will not be entitled to any portion of any monetary recovery by judgment or settlement of the Lawsuit. You will retain the right to sue the federal government on your own about the same legal claims made in the Lawsuit, and will not be bound by the Court's judgment in the Lawsuit. If you decide to pursue your claim independently, outside of this Lawsuit, you should consult an attorney and do so promptly because certain statutes of limitation may bar or limit your claim. If you choose to hire your own attorney, you will be responsible for paying the full cost of that attorney.

THE LAWYERS REPRESENTING YOU

14. If I choose to participate in the Lawsuit, do I have to hire a lawyer to represent me?

No. The Court has decided that Alan I. Saltman and the firm of Smith, Currie & Hancock LLP are qualified to represent you and all other Class Members who choose to participate. They are called "Class Counsel."

Mr. Saltman is experienced in handling similar cases against the federal government. If you choose to file a Class Action Opt-In Notice Form, you agree to legal representation by Mr. Saltman and his firm.

15. Should I hire my own lawyer?

If you decide to participate in the Lawsuit, you do not need to hire a lawyer because Class Counsel is and will continue working on your behalf. But you are permitted to hire your own lawyer if you would like to do so. For

example, you may have your own lawyer appear in Court if you want someone other than Class Counsel to speak for you. Of course, if you choose to hire your own lawyer, you will be responsible for paying the full cost of that lawyer.

16. How will Class Counsel be paid?

Class Counsel will submit a request for its fees and expenses to the Court. You will not have to pay any fees or expenses directly. The fees and expenses that the Court determines should be paid to Class Counsel, if any, might be deducted from the money obtained for the Class and might reduce the amount available for distribution to Class Members, and therefore reduce the amount of money you receive.

LITIGATION INFORMATION

17. How and when will the Court decide the amount of the underpayments?

Class Counsel and counsel for the government have already agreed on the amount of the underpayments in fiscal years 2015 and 2016, and anticipate that they will also reach agreement on the amount of the underpayment in fiscal year 2017. Should that not occur, Class Counsel will have to prove the amount of the underpayments in fiscal year 2017 at trial. No trial date has been set. The Court has not yet entered judgment in any amounts for any of the years involved in the Lawsuit.

18. If there is a trial on damages, must I attend?

If there is a trial on damages, you do not need to attend. Class Counsel will present the case on behalf of all Class Members participating in the Lawsuit. You and/or your own lawyer are welcome, and entitled, to attend at your own expense.

19. When will I get any money from the lawsuit?

After the Court has determined (a) which Class Members have chosen to participate in the lawsuit, (b) the underpayment amounts, and (c) the fees and expenses that should be paid to Class Counsel, you will be notified about how and when you will receive your payment. At this time, the parties do not know how long that will take, or whether there will be any appeal from the Court's decisions that could impact the entitlement, timing, or amount of any payments.

GETTING MORE INFORMATION

20. Is more information available from the Court?

The pleadings and other records in the Lawsuit may be examined during regular business hours at the Office of the Clerk of the United States Court of Federal Claims. The Court's address is:

United States Court of Federal Claims
717 Madison Place, N.W.
Washington, D.C. 20005

THE COURT HAS INSTRUCTED THAT YOU SHOULD NOT CONTACT THE CLERK'S OFFICE BY TELEPHONE, E-MAIL, OR MAIL FOR INFORMATION ABOUT THIS CASE. Please do **not** contact the United States Court of Federal Claims with questions or requests for information.

21. Who can I contact if I have a question or need additional information?

Both a copy of the Court's decisions on Kane County's Motions for Summary Judgment, and its Order certifying the Class are also available at www.Smithcurrie.com/PILTPaymentsInfo.

Any questions you have can be submitted at www.Smithcurrie.com/PILTPaymentsInfo and Class Counsel will respond. The answers to Frequently Asked Questions, and to submitted questions of general interest, will also be posted there.

Class Action Opt-In Notice Form

UNITED STATES COURT OF FEDERAL CLAIMS
Kane County, Utah v. United States
Case Nos. 17-739C and 17-1991C (Consolidated)

1. To participate in this lawsuit as a Class Member, please fill out this form completely and legibly. **It must be submitted, postmarked, or delivered no later than September 14, 2018.**

See Paragraph 5 below for the addresses for (a) electronic submission via the internet; (b) first class mail; and (c) delivery by pre-paid delivery service.

2. Please fill in the name of the unit of local government [i.e., County, City, Town, Borough, Parish, etc.] opting into the *Kane County, Utah v. United States* Class Action lawsuit:

_____, _____
Unit of local government State

3. Please fill in the following information for the unit of local government:

Name of the person who will act as contact for the unit of local government regarding the Class Action lawsuit:

His /Her:

Title _____

Mailing

Address: _____

Telephone number: _____

E-mail address: _____

4. By signing your name in the space below (or filling in an electronic signature in the format /s/ *First name Last name* if submitting via the internet) you are declaring under penalty of perjury under the laws of the United States that:

(a) The unit of local government named above wishes to opt into the Class Action lawsuit: *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991-C (Consolidated).

(b) You are authorized by the unit of local government named above to sign this document on its behalf.

Sign Your Name: _____ Date: _____

Print/Type Your Name: _____

Your Position or title with the unit of local government: _____

Your e-mail address: _____

Your phone number: _____

5. Submit this completed form to:

On Line: by clicking "Submit" at <http://www.PILTpayments.com>
• A copy of this Class Action Opt-In Notice Form may also be downloaded at this website.

By First Class Mail: PILT Payments Class Action
P. O. Box 65876
Washington, D.C. 20035-5876

Pre-paid Delivery Service: PILT Payments Class Action
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036

COUNTY COMMISSION OF LEWIS COUNTY

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



COMMISSIONERS:
PATRICK D. BOYLE
President
AGNES G. QUEEN
Commissioner
ROD WYMAN
Commissioner

AGREEMENT

This agreement, made and entered into this 9th day of July, 2018 by and between the Lewis County Commission (hereinafter referred to as "GRANTEE" and the Lewis County Board of Education, West Virginia, (hereinafter referred to as "BOARD").

WITNESSED

WHEREAS, the BOARD has established a Prevention Resource Office Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for GRANTEE to have a police officer serve as Prevention Resource Officer in the school system in both Lewis County High School and Robert L. Bland Middle School; and

WHEREAS, the GRANTEE and the BOARD understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION I: DUTIES AND RESPONSIBILITIES OF GRANTEE

- 1.1 The GRANTEE shall provide one police officer, assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system (Lewis County High School) operated by the BOARD
- 1.2 The GRANTEE shall provide one police officer, assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the middle school system (Robert L. Bland Middle School) operated by the BOARD
- 1.3 PRO shall abide by the County School Board Policies and laws, as they relate to School Prevention Resource Officer, the PRO shall consult and coordinate instructional activities through the Principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

- 1.4 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.
- 1.5 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO program.
- 1.6 GRANTEE shall hold harmless the BOARD for any injuries suffered by the Prevention Resource Office arising under their employment with the PRO program.
- 1.7 The PRO shall not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:
 - a. To perform law enforcement functions within the school setting.
 - b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
 - c. To foster a better understanding of the law enforcement function.
 - d. To develop a better appreciation of citizens' rights, obligations and responsibilities.
 - e. To provide information about crime prevention.
 - f. To provide assistance and support for crime victims identified with the school setting.
 - g. To promote positive relations between students and law enforcement officer.
 - h. To enhance knowledge of the fundamental concept and structure of law.
 - i. To be familiar with confidentiality requirement.
- 1.8 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute office has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.9 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction but the PRO shall have the option if they choose to do so.
- 1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and other disciplinary and attend information.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.1 The principal at the designated school shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.
- 2.2 Payments shall be made in ten installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the service rendered were satisfactory. The monthly payment shall be based on a rate of \$5,172.72 monthly and shall be made within thirty (30) days of receipt of the invoice.

SECTION 3. TERM OF AGREEMENT

- 3.1 This agreement shall be made for a ten month period beginning the 1st day of August, 2018 through 31st day of May, 2018.
- 3.2 This agreement shall continue in effect until the duration of the term as described in paragraph 3.1 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

- 4.1 Either party may terminate this agreement by serving written notice upon the other party at least thirty (3) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.1 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of the Agreement nor materially affect any other rights or obligations of the parties hereunder. The parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.1 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent act of the Board's employees or agents in connection with the performance of the instruction programs. The GRANTEE agrees to indemnify and save harmless the BOARD of any liability whatsoever arising to employment as defined by City or County Ordinances or the West Virginia State Law. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges and immunities.

SECTION 7. ASSIGNMENT

7.1 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this AGREEMENT or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.1 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.1 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.1 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and inure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.1 All notices or other communications required or permitted by the Agreement shall be in writing and deemed effectively delivered upon mailing of certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein.

Lewis County Commission

July 9, 2018

Lewis County Board of Education

July 9, 2018

SUPREME COURT OF APPEALS
OF WEST VIRGINIA

BARBARA ALLEN
INTERIM ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE
BUILDING 1, ROOM E-100
1900 KANAWHA BOULEVARD, E.
CHARLESTON, WV 25305-0832
{VOICE} 304/558-0145
{FAX} 304/558-1212
www.courtswv.gov

June 13, 2018

REGULAR U.S. MAIL

Mr. Patrick Boyle
Lewis County Commission
110 Center Avenue
Weston, WV 26452

SUBJECT: ARRANGEMENTS FOR FAMILY COURT FACILITIES

Dear Mr. Patrick Boyle:

I am writing on behalf of the Supreme Court of Appeals of West Virginia.

Enclosed please find our new Memorandum of Understanding concerning the Family Court facilities that you provide for our use. This document replaces the prior lease. We believe the new document format is more simple and user friendly. As far as content, we believe you will find it nearly identical with what is already in place.

It is our objective to send out a renewal each year at around this time. Our hope is to receive the fully executed version prior to commencement of the new fiscal year, July 1, 2018.

In addition to a new document format, we have re-templated some of the attachments, for your convenience. These attachments are an important part of this document, so please ensure that you take a careful look at them, and that they are accurate.

Please return the signed, fully executed copy of the Memorandum of Understanding. I ask that you return the packet to my attention in care of the address above. In the meantime, you are certainly welcome

to call with any questions and/or comments whatsoever. My direct-dial office telephone number is (304) 340-2911. Do not hesitate to leave a message if you do not reach me when you call.

I look forward to hearing from you and receiving the executed (signed and notarized) Memorandum of Understanding document back by the end of June 2018.

Thank you kindly for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lori Paletta-Davis". The signature is fluid and cursive, with the first name "Lori" being the most prominent.

Lori Paletta-Davis

Administrative Counsel

Supreme Court of Appeal of West Virginia

CC:Barbara Allen, Interim Administrative Director
Sue Troy, Chief Financial Officer
Kim Ellis, Facilities Director
Arthur Angus, Security Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, by and between the County Commission of Lewis County, West Virginia ("the Commission"), and the Administrative Office of the Supreme Court of Appeals of West Virginia ("the Court"), (hereinafter also referenced collectively "the parties"), memorializes the arrangements essential to establishing and maintaining Family Court facilities in Lewis County.

1. **Family Court Facilities/Premises.**

- a. The Commission acknowledges that it has a duty to provide adequate and suitable space for the Family Court and that in exchange the Court shall pay to the Commission a reasonable amount as rent for the premises.
- b. Effective July 1, 2018, and in fulfillment of its obligation under W. Va. Code § 51-2A-20, the Commission shall provide facilities/premises for Family Court purposes, as described herein, located at Lewis County Family Court, 117 Court Avenue, Weston, WV 26452, an approved space of 2,250 square feet. See Exhibit A attached, approved Floor Plan Diagram.
- c. Commencing July 1, 2018, the Commission shall on a monthly basis invoice the Court in care of Sue Troy, Director of Financial Management, Office of Court Administration, Supreme Court of Appeals of West Virginia, 1900 Kanawha Blvd. E., Building 1, Room E-100, Charleston, WV 25305. The monthly invoice shall not exceed Two Thousand Sixty Two Dollars and Fifty Cents (\$2,062.50), which is equivalent to Eleven Dollars (\$11.00) per square foot per annum rate for the base of 2,250 square feet. Within ten (10) days of its receipt of the referenced invoice, the Court shall review the invoice for error and, if the invoice is correct, transmit it to the State Auditor for payment, or, if the invoice is incorrect, return it for correction. See Exhibit B attached, Template Invoice.
- d. The Commission acknowledges that the Court cannot obligate funds beyond the end of the fiscal year and, therefore, the Court can only issue payment for monthly rent incurred in a given fiscal year. If the Court receives invoices after June 30 for a previous fiscal year, the parties acknowledge that the Court may be unable to pay the invoiced amount.

2. **Term.** The term of this arrangement for the Commission to provide Family Court facilities/premises is as follows:
 - a. In accordance with the fiscal year, the initial term of the Family Court arrangement shall be July 1, 2018, through June 30, 2019. Thereafter, the term of this arrangement is subject to renewal in single year increments by the written affirmation of the Court between the dates of May 15 and June 15.
 - b. The renewal mechanism described in paragraph 2.a. shall reflect the parties' intentions that the terms of the arrangement shall not be subject to ongoing annual negotiation; rather, with the exception of the term, the parties shall consider the terms, including the rental amount, as fixed.
 - c. This arrangement shall terminate automatically by operation of law should the West Virginia Legislature terminate the funding for the Family Court system.
 - d. The Court may terminate this arrangement, with or without cause, with a thirty-day written notice to the Commission, tendered by certified U.S. mail, return receipt requested in care of the address set forth herein.

3. **Parking, Utilities, and Services.** The Commission acknowledges that the provision of adequate and suitable space incorporates the space requirements detailed in Exhibits C and D, as well as parking for Judicial Officers and staff, all utilities, janitorial services, grounds upkeep and maintenance, and similar services essential for daily operation of the Family Court, which the Commission shall provide at its sole expense.

See Exhibit C attached, **Family Court Facility and Security Standards.**

See Exhibit D attached, **Memorandum #08-01, Minimum Family Court Space per Judge.**

See Exhibit E attached, **Janitorial Services for Family Court Offices.**

4. **Maintenance and Repairs.** The Commission acknowledges that the provision of adequate and suitable space incorporates its obligation to undertake at its sole expense all repairs and maintenance to the premises. In the event of any such incidents, and/or damage to the premises during the term, the Commission agrees to promptly repair the underlying issue(s) and restore the premises.

5. **Premises, Floor Plan, Security Plan.** The Court has inspected the Family Court facilities/premises. The Court is satisfied with the physical condition of the facilities/premises, and although the facilities/premises do not conform to the standards established by the Court, it grants provisional approval of the facilities/premises with an understanding that the Commission will work toward compliance with the standards as referenced in Exhibit C and Exhibit D.
6. **Insurance, Indemnification.** The Commission shall be responsible to maintain a policy of fire, property, and casualty insurance on the premises.
7. **Taxes.** The Commission agrees that it shall be solely responsible for the payment of all real estate taxes and assessments, if any, levied on the premises.
8. **Failure to Provide and Maintain Adequate and Suitable Space.** In the event that the Commission fails to meet its obligation to provide and maintain adequate and suitable space for Family Court, the Court agrees to bring the specific matter(s) to the Commission's attention in accordance with the notice provisions below. The Commission shall therefrom have a ten-day period within which to correct the underlying condition. In the event that the Commission does not correct any defective condition within the ten-day period, the Court shall have the option to correct the condition and deduct the cost from future rental payments.
9. **Ongoing Obligation.** The Commission acknowledges that it has a statutory responsibility to provide adequate and suitable space for Family Court. Further, the Commission acknowledges that the Court must approve in advance any plans for changing, moving, relocating, rehabilitating, renovating, or otherwise modifying any Family Court facilities/premises, and that any such requests for the Court's consideration must be provided pursuant to the notice provisions below.

10. **Notice.** Any Notice pursuant to this Memorandum of Understanding shall be tendered by certified U.S. mail, return receipt requested, in care of each party as noted in the signature lines which follow.

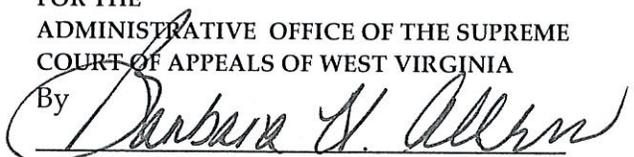
FOR THE
LEWIS COUNTY COMMISSION

By

Patrick Boyle
As Its President
Lewis County Commission
110 Center Avenue
Weston, WV 26452
(304) 269-8200
LWHetsell@lewiscountywv.org

FOR THE
ADMINISTRATIVE OFFICE OF THE SUPREME
COURT OF APPEALS OF WEST VIRGINIA

By



Barbara Allen
As Its Interim Administrative Director
State Capitol, Building 1
Room E-100
Charleston WV 25305
Telephone (304) 340-2914
barbara.allen@courtswv.gov
(go to next page for notary/execution)

STATE OF WEST VIRGINIA
COUNTY OF LEWIS, TO-WIT:

I, _____, a Notary Public of said County and State, do hereby certify that _____ who signed the foregoing Memorandum of Understanding on behalf of the County Commission of Lewis County, West Virginia, a unit of government of the State of West Virginia, in his/her capacity as President of said county commissions, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this _____ day of _____, 2018.

Notary Public as aforesaid

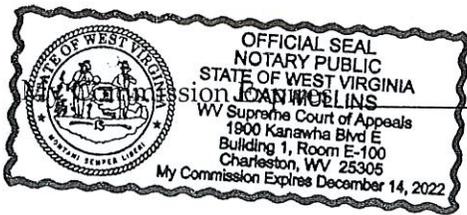
My Commission Expires: _____

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, TO-WIT:

I, Joan Mullins, a Notary Public of said County and State, do hereby certify that Barbara Allen, who signed the foregoing Memorandum of Understanding on behalf of the Administrative Office of the Supreme Court of Appeals of West Virginia a branch of government of the State of West Virginia, in her capacity as Interim Administrative Director of said branch, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this 21 day of June, 2018.

Joan Mullins
Notary Public as aforesaid





Lewis County Firefighter's Association

P.O. Box 510
Weston, WV 26452
Fax: 304-269-8203



June 29, 2018

Lewis County Commission,

Following our monthly meeting on June 18, 2018, the County Firefighter's Association recommends Gary Hall, of Weston VFD, to be appointed to the Fire Board of Lewis County as the replacement of Buck Stewart.

Thank you for your consideration and attention to this matter.

A handwritten signature in black ink, appearing to read "Joe Spray II".

Joe Spray II, Secretary/Treasurer

Marissa Aman
141 Jackson Heights
Jane Lew, WV 26378
July 2, 2018

Lewis County Fire Board
110 Center Ave.
Weston, WV 26452

Dear LC Fire Board:

It is with regret that I tender my resignation from the Lewis County Fire Board, due to my hectic work schedule effective immediately.

I am grateful for having had the opportunity to serve on the board of this fine origination, and I offer my best wishes for it continued success.

Sincerely,

Marissa Aman