

# COUNTY COMMISSION OF LEWIS COUNTY

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



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

## LEWIS COUNTY COMMISSION 110 CENTER AVENUE, 2ND FLOOR WESTON, WV 26452 MEETING AGENDA Tuesday, July 2, 2024

### SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

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

### APPOINTMENTS

3. 10:05 AM **Dr. Bruce Gorby, Dr. Don Worth, and Pam Weaver of County Resource Recovery Network:** The group will present a Substance Abuse Treatment Transportation Grant Proposal Project Summary requesting funds.  
(*action required*)

### CORRESPONDENCE

4. **Upshur County Commission Meeting Agenda:** The June 27, 2024 Upshur County Commission meeting agenda is presented for review. (*information only*)
5. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Ireland Community Meeting, Lewis-Upshur Emergency Planning Commission, National Association of Counties Northeast Region, Lewis County Economic Development Authority, Hubcap, Region VII Budget meeting, Weston Farmers Market, etc.

### BUSINESS

6. **Johnstone Supply Quote:** A quote in the amount of \$4,364.46 for the new air conditioning unit for the old magistrate building is presented for consideration. (*action required*)

- 7. Lewis County Fire Board Appointments:** The Lewis County Firefighters Association submits a letter of request to appoint two individuals to the Fire Board. Sam Moore as a citizen representative from the Freemans Creek District to fill the unexpired term of Monica Weldon. If approved the term of office will expire June 15, 2026. The Firefighters Association also submits a request to appoint Jamie Bleigh, a member in good standing from Company 1, to serve a term from July 1, 2024 to June 31, 2027. *(action required)*
- 8. Petition for Unopened Alley Closure:** Gregory A. Smith submits a petition for an unopened alley closure per WV Code 7-1-3h. The unopened alleys are known as Park Street and Linger Avenue, as designated on a 1923 plat of Randolph and Lowther's addition to Jackson's Mill. The County Commission will set a date and time for public hearing for consideration of this petition. *(action required)*
- 9. Brownfields Grant Right of Entry Agreement:** The Right of Entry Agreement for the property located at 2 East First Street Weston WV is presented for consideration. *(action required)*
- 10. Brownfields Grant Stream and Wetland Delineations and Report Estimate:** Civil & Environmental Consultants, Inc. submits a Stream and Wetland Delineations Report Estimate for review and consideration. The estimated additional fee is \$16,500.00. *(action required)*
- 11. Global Science and Technology:** Cannon Wadsworth, Director of State and Commercial Contracts submits the 2024-2025 contract agreement for IT Support starting July 1, 2024. The monthly Administration fees will be in the amount of \$1,860.00, and the monthly vulnerability scans \$110.00 for a monthly total of \$1,970. There is no change in price from last fiscal year. *(action required)*
- 12. Letter of Resignation Deputy Circuit Clerk:** Erica Messenger submits a letter of resignation as Lewis County Deputy Circuit Clerk. Ms. Messenger's last working day will be Friday, July 5, 2024. *(action required)*
- 13. Letter of Resignation Deputy Circuit Clerk:** Amy Greathouse submits a letter of resignation as Chief Deputy Circuit Clerk. Ms. Greathouse's last working day will be Friday, July 5, 2024. *(action required)*
- 14. Lewis County Circuit Clerk, Beth Burkhart Request for Executive Session Regarding Personnel:** The Lewis County Circuit Clerk, Beth Burkhart requests an Executive Session per WV Code 6-9a-4 to discuss personnel matters. *(action required)*
- 15. Lewis County Circuit Clerk, Beth Burkhart, Request to Advertise:** Ms. Burkhart, submits a letter of request to advertise for two vacant full time Deputy Circuit Clerk positions in the Lewis County Circuit Clerks office. The posting and advertisement will run from July 10, 2024 to July 24, 2024 for two weeks as required by Commission policy. *(action required)*
- 16. Funding Request:** Local businesses have joined together to form a collaborative effort to make improvements to the Lewis County High School gymnasium. The group is requesting assistance from the Commission. *(action required)*
- 17. Time Sheets, Leave Requests:** Keith Talbert Annual Leave

#### **ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:**

- 18. Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 19. Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

- 20. Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 21. Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

**ADJOURNMENT:**

- 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.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

## Additional Notices

No additional Meetings Scheduled



“Quality of Care for Quality of Life”

Valley Healthcare  
301 Scott Ave, Morgantown, WV 26508  
304-296-1731

## **Substance Abuse Treatment Transportation Grant Proposal**

### **Project Summary**

The Valley HealthCare Substance Abuse Treatment Transportation program aims to provide transportation in unserved and underserved rural areas to substance use treatment and prevention classes and meetings, therapies, medical appointments and for medically cleared emergency department patients to inpatient treatment. The goal of this program is to increase engagement in substance abuse treatment, therefore increasing the percentage of clients maintaining sobriety. The impact of this on the community could be far reaching. This project will purchase a passenger van and provide two full-time equivalent drivers to provide transportation for individuals engaging in substance abuse treatment. As individuals experiencing substance abuse disorder maintain higher levels of sobriety can maintain higher levels of stability in their lives, leading to increase of employability, less involvement in the legal system and decrease homelessness.

### **Project Narrative**

#### **Background Information**

Valley HealthCare has been serving North Central West Virginia, providing mental health and substance abuse services since 1969. It has been shown that attending regular substance use prevention classes and meetings, therapies, and medical appointments has a profound effect on helping a client stay in recovery and have a healthy, productive life. Adding substance abuse transportation services will allow clients access to treatment appointments and inpatient treatment, that otherwise, they might not have access to.

#### **Statement of Need**

Transportation is often an issue with receiving substance abuse treatment, and in many cases is a major barrier to completing treatment and achieving long-term sobriety.<sup>1</sup> Rural areas are affected more profoundly by lack of transportation options than urban areas. The areas of North Central West Virginia to be served are all rural census tracts. A significant percentage of Valley clients live in rural areas

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<sup>1</sup> Transportation Barriers to Outpatient Substance Use Treatment Programs: A Scoping Review Harwerth, Washburn, Lee & Basham <https://www.tandfonline.com/doi/full/10.1080/26408066.2022.2150530>

*Bruce Greg Do, FASAM*

By maintaining a passenger van and drivers dedicated to substance abuse treatment, clients in Lewis, Marion, Monongalia, and Preston Counties will have greater access to substance abuse treatment.

**Activities**

The Valley HealthCare Substance Abuse Treatment Transportation program

**Budget Requirements/Requests**

Expenses for this proposal include: The purchase of a passenger van, all associated fees with vehicle purchase, including any applicable taxes, title, inspection, and licensing fees; Drivers for van transportation operations, at 2 full-time equivalents; All van maintenance and operation expenses, including insurance, routine maintenance, and fuel; deMinimis indirect costs.

Personnel, van maintenance and operation expenses and deMinimis expenses are yearly expenses and have been calculated and requested for one year. The van purchased shall be purchased by Valley HealthCare with full ownership and retention by Valley HealthCare during and after the reporting period.

Van purchase	64,000
Personnel: 2 FTE Drivers	51,000
Van Maintenance and Operation Expenses	9,000
deMinimis	6,000
Total	130,000

These numbers are estimated costs and may be amended by the mutual agreement of both parties.

*Bruce Gory DO*  
*Addiction Medicine Specialist*

## County Recovery Resource Network

5 Brown Avenue  
Weston, WV 26452  
304-269-3923

President: Dr. Don Worth  
Vice President: Dan Hoover  
Secretary: Pamela Weaver  
Treasurer: William King

June 7, 2024

We the members of County Recovery Resource Network (CoRRN) located in Lewis County, West Virginia, agree with Valley Health Care that a van to provide transportation for those in recovery is very much needed.

In our small community there is no bus and only one taxi, which is unavailable most of the time. Many people neglect their health care simply due to the fact; they have no way to get to their appointments. Those in recovery have an even more difficult time getting to and from appointments, meetings, and hospitals. Many have no family or friends that are willing to provide them with needed help. Getting them transportation to appointments can make the difference between staying sober and falling back into their old habits. In some cases, it can be a matter of life and death.

Thank you for considering our application for this grant which would allow Valley Health Care the opportunity to purchase a van and hire 2 drivers.

Sincerely,  
CoRRN

*Bruce Goby DO*  
*Addiction Medicine Specialist*

and do not have access to treatment programs in their local communities. These clients also do not have reliable or affordable public transportation options of any kind. Many of the clients in substance abuse treatment have lost their driver's license. Most of them are unable to afford to purchase and maintain a car, therefore, a van to provide these much-needed services would greatly improve their lives as well as providing a much better chance of staying in recovery.

Transportation is often needed after a client is medically cleared and released from the emergency department of the hospital and will be going directly to a treatment facility. Currently, when a client is released from a medical facility and needs to be transported to a treatment or mental health inpatient facility, that transport is provided by local emergency medical services (EMS). This places undue strain on an already overburdened EMS system and takes local EMS out of service for more emergent patients, sometimes for extended periods of time since the closest substance abuse facility could take over an hour one-way in travel time. After a client has been released from inpatient treatment, long-term outpatient treatment is often needed. A major barrier to outpatient substance abuse treatment can be transportation. In a study conducted by Freidman, Lemon, and Stein, it was found that when car, van or contracted transportation services were provided, thresholds for attending treatment were improved.<sup>2</sup>

### **Goals**

The goal of the substance abuse treatment transportation program is to provide transportation for clients requiring substance abuse treatment to outpatient appointments relating to treatment and/or transportation from hospital emergency departments to inpatient substance abuse treatment. The goals for this program are to:

1. Increase participation in substance abuse treatment
2. Alleviate the burden on EMS caused by non-emergent substance abuse transports
3. Increase engagement in outpatient substance abuse treatment
4. Increase success rates of outpatient substance abuse treatment

### **Objectives**

The Valley HealthCare Substance Abuse Treatment Transportation grant aims to provide transportation to inpatient substance abuse treatment facilities either from the client's community, or from the hospital emergency department. By providing transportation to treatment, one of the largest barriers to treatment is overcome.

Objectives for this project are

1. Purchase a passenger van
2. Hire 2 FTE dedicated drivers for van
3. Provide transportation services for clients for substance abuse treatment appointments and/or provide transportation services for medically cleared clients from the hospital emergency department to inpatient treatment.

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<sup>2</sup> Transportation and retention in outpatient drug abuse treatment programs Friedman, Lemon and Stein  
<https://pubmed.ncbi.nlm.nih.gov/11551738/>

*Brian R. D., FASAM*

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

- Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
- Date of Meeting: June 27, 2024
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• June 13, 2024
- 9:15 a.m. Review property photos and Order Adopting Enforcement Agency Findings concerning property located in Warren Tax District – Tax Map 5B – Parcel Number 11 owned by Gary D. Bailey. \*
- 9:30 a.m. Open, review, and potential award of bid for a Sports Utility Vehicle to be utilized by the Upshur County Sheriff’s Department. \*
- 9:45 a.m. Sandra Marfield, Sexual Assault Advocate with the Centers Against Violence – Presentation of Elder Abuse Proclamation – June 2024. \* [Pages 5](#)
- 1:00 p.m. Court Security Advisory Board Meeting

### Items for Discussion / Action / Approval:

1. Approval and signature of the 24-BIPP-27 Grant Contract Agreement and Schedule of Payments for a grant award sum of \$1,990 to be used to complete Batterer Intervention and Prevention Program (BIPP) Training offered through Domestic Abuse Intervention Programs (DAIP). \* [Pages 6-9](#)
2. Approval and signature of a Grant Contract Agreement, Resolution, Schedule of Payment, Standard Conditions & Assurances and other related documents between the Division of Administrative Services, Justice and Community Services Section and the Upshur County Commission for a grant award in the amount of \$161,500. These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties. \* [Pages 10-39](#)
3. Approval and signature of Upshur County Basic Ordering Agreement for Courthouse Network Support, Administration & Consulting with Global Science & Technology, effective July 1, 2024 through June 30, 2025. These services will be billed monthly for \$2,168. \* [Pages 40-49](#)
4. Approval of a Standard Agreement between Stericycle, Inc. and the Upshur County Commission for purging of documents. \* [Under Separate Cover](#)
5. Review and signature of a Water System Improvement Project – Request for Payment #9 for the Mt. Hope Water System Improvement Project in the amount of \$4,162.73. \* [Pages 50-62](#)



6. Approval of "Request for Proposals" for the Tennis Court Renovation Project at the Upshur County Recreational Park. \*  
Page 78
7. Approval and signature of the IamResponding Subscription Order Forms and Add-On Order Forms for Banks District Volunteer Fire Department, Warren District VFD, Washington District Volunteer Fire Company, Adrian Volunteer Fire Department, Selbyville Volunteer Fire Department, Ellamore Fire Department and Buckhannon Volunteer Fire Department. The total amount obligated will be \$5,095 and this will provide each department with one paid year of services. \*  
Pages 63-77
8. Consider signing a Resolution to utilize 50% of the funds received from Opioid Settlement for restitution and reimbursement of past expenditures made by the County for regional jail fees. \*  
Page 78
9. Consider the reappointment of Commissioner Samuel Nolte to the Corridor H Authority. Upon approval, the term will be effective beginning July 1, 2024, through June 30, 2028. \*  
Page 79
10. Correspondence from Josh Hinchman requesting reappointment to the Buckhannon-Upshur Parks and Recreation Advisory Board. Upon approval, the term will be effective July 1, 2024 through June 30, 2026. \*  
Pages 80-81
11. Consider the reappointment of the following individuals to the Upshur County Safe Structures and Sites Ordinance Enforcement Agency Board. Upon approval, each term will be effective July 1, 2024 through June 30, 2026.
  - a) Chris Cook – Community Representative\* Page 82
  - b) Jerry Wamsley – Community Representative with agricultural knowledge\* Page 83
  - c) JB Kimble – Fire Department Representative\* Page 84
12. Memorandum from Jeremiah McCourt requesting to continue serving on the Mountaineer Trail Network. Upon approval, the term will be effective July 1, 2024 through June 30, 2026. \*  
Page 85
13. Approve the resignation of a Buckhannon-Upshur Recreational Park employee, per the request from Jeremiah McCourt, Upshur County Parks and Recreation Director. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* [Under Separate Cover](#)
14. Approve the employment of a seasonal Buckhannon-Upshur Recreational Park employee, per the request of Jeremiah McCourt, Upshur County Parks and Recreation Director. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* [Under Separate Cover](#)
15. Consider a request from Cheyenne Troxel, Director of the 26<sup>th</sup> Judicial Circuit Community Corrections Program, to hire Mckenzie Kovar as part-time service provider aide. Upon approval, Ms. Kovar will begin July 1, 2024 and work up to 19.5 hours per week. She will fulfill a floating position between Upshur and Lewis Counties. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* [Under Separate Cover](#)
16. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

**For Your Information:**

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

1. Correspondence from Jeremy W. Bandy, Director of the Division of Water and Waste Management providing notification of approval for transfer of WV/NPDES General Water Pollution Control Permit from J.F. Allen Company to the Upshur County Commission. This transfers responsibility, coverage, and liability for property

located along Route 33, which was donated to the Upshur County Commission. The annual permit fee will be assessed as \$1,000. Page 86

2. Notification from the Upshur County Solid Waste Authority regarding an Upshur County Commercial Solid Waste Facility Siting Plan update. A copy is available at the Commission’s Administrative Office for review.
3. Correspondence from the Upshur County Safe Structures and Sites Enforcement Board notifying the filing of a Petition for Order for Case Number 101223-04 (Meade Tax District – Tax Map 5N – Parcel Number 12.2) located in French Creek. Page 87
4. Correspondence from the Upshur County Safe Structures and Sites Enforcement Board notifying the filing of a Petition for Order for Case Number 101223-01 (Washington Tax District – Tax Map 6G – Parcel Number 10) located in Buckhannon. Page 88
5. Information regarding changes in the United States Postal Service rates to take effect July 14, 2024. Page 89
6. Freedom of Information Act (FOIA) request and fulfillment from SmartProcure regarding employee data. Page 90
7. Elkins Road Public Service District approved budget for FY 2024-2025. Pages 91-95
8. Sheriff’s Financial Statement for period ending May 31, 2024. Pages 96-97
9. Upshur County E911 Communication Reports – May, 2024. Under separate cover
  - Monthly Department Summary Report
  - Monthly Wrecker Report
  - YTD Wrecker Report
10. Upshur County Mileage Reports – May 2024
  - Addressing and Mapping Page 98
  - Community Corrections Page 99
  - Dog Pound Page 100
  - Emergency Management Page 101
  - Maintenance Pages 102-104
  - Parks & Recreation Page 105
  - Sheriff Page 106
  - Upshur 911 Page 107
11. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - None
  - b) Agendas and/or Notice of Meetings:

• City Council of Buckhannon	June 18, 2024	Page 108
• Upshur County Fire Board	June 18, 2024	Page 109
• 26 <sup>th</sup> Judicial Circuit Community Corrections Program	June 25, 2024	Page 110
• Elkins Road Public Service District	July 2, 2024	Page 111
  - c) Meeting Minutes:

• Adrian Public Service District- Monthly	May 2, 2024	Page 112
• Elkins Road Public Service District	May 7, 2024	Pages 113-114
• Upshur County Safe Structures and Sites Board	May 9, 2024	Pages 115-117
• Adrian Public Service District – Phase VIII Project	May 15, 2024	Page 118

• Upshur County Fire Board	May 21, 2024	<a href="#">Page 119</a>
• Upshur County Parks and Recreation	May 21, 2024	<a href="#">Page 120</a>
• Wes-Mon-Ty RC&D Board	May 22, 2024	<a href="#">Page 121</a>

**\*Dates and times of monthly board meetings are viewable at:**  
[www.upshurcounty.org](http://www.upshurcounty.org) -- Upcoming events are listed on the main page.

12. Appointments Needed or Upcoming:

- James W. Curry Library & Park Advisory Board (unexpired term ending 12/31/2025)

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [chuqhes@upshurcounty.org](mailto:chuqhes@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission  
 July 11, 2024 --- 9:00 a.m.  
 Upshur County Courthouse Annex  
 The meeting scheduled for July 4, 2024 has been CANCELLED.



# JOHNSTONE SUPPLY

JOHNSTONE BRIDGEPORT #354

125 PLATINUM DRIVE  
BRIDGEPORT, WV 26330

## PRICE QUOTE

Phone 304-624-4363

Fax

Page 1

Printed 06/14/24 C2

### Quoted

Lewis County Commission  
110 Center Ave  
Weston WV 26452  
Tel:304-517-0929 Fax:

### Ship To

Lewis County Commission  
110 Center Ave  
Weston WV 26452

Quote # Q111265	Quote Date 06/14/2024	Exp Date 07/14/2024	Customer # 0029558	Customer P/O # OLD MAG BLDG	Ship Via	Writer RWW
Job ID			Customer Terms Due Net 10th		Salesman Roger Ward	

Product	Description	UM	Quant	Unit Price	Extension
L60-507	GM9S960804CN FURNACE GAS GOODMAN 96% AFUE SINGLE STAGE MULTI-SPEED 80K BTUH 21IN WIDTH UPFLOW / HORIZONTAL	EA	1	1396.80	1396.80
B63-051	CAPFA4226C6 COIL CASED 3.5T 21IN	EA	1	828.88	828.88
B66-584	GSXN3N4210 CONDENSER 13.4 SEER2 3.5T	EA	1	1520.00	1520.00
B75-259	Line Set 3/8"x7/8"x50'Long 1/2" Wall Insulation	EA	1	522.03	522.03
1625FF1	16 x 25 x 1 Filter Frame	EA	1	31.32	31.32
369628G40	36" X 96" METAL 28 GA G40 FINISH	EA	1	46.78	46.78
60SL	60 S-CLEAT	EA	4	3.12	12.48
B12-447	B1789874 FLOW CHECK PISTON	EA	1	6.17	6.17

X: _____ (Accepted by)	Sub Total	\$4,364.46	<b>Total</b> <b>\$4,364.46</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

### MESSAGE

### TERMS

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# LEWIS COUNTY FIREFIGHTERS ASSOCIATION

201 Orchard St. • Weston, WV 26452  
Fax: 304-269-8203



June 17, 2024

Lewis County Commission

110 Center Avenue

Weston, WV

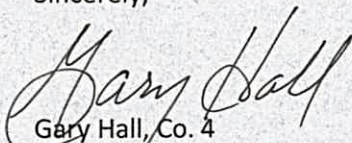
At our regular meeting on April 15, 2024, with a quorum being present, The Lewis County Firefighters Association has recommended the following persons be appointed to serve on The Lewis County Fire Board.

Citizen: Sam Moore, from Co. 5 Area Freemans Creek District, to fill un-expired term of Monica Weldon.

Firemans Association: Jamie Bleigh, A member in good standing from Co. 1, to replace Gary G. Hall from Co. 1 whose term will expire July 1, 2024.

All proposed appointees have been contacted and are willing to serve on the Fire Board.

Sincerely,

  
Gary Hall, Co. 4

Secy./Treas. Lewis County Firefighters Association

**"Serving Citizens of Lewis County"**

**PETITION TO PERMANENTLY  
CLOSE A STREET OR ALLEYWAY**

The undersigned Petitioner, Gregory A. Smith, respectfully petitions the County Commission of Lewis County WV, pursuant to WV Code, Chapter 7 - County Commissioners and Officers, §7-1-3h. Authority and procedure for closing unused roads, streets and travel ways; notice and hearing; circuit court review, to permanently close the un-opened streets Park Street and Linger Avenue, as designated on a 1923 Map of Randolph and Lowther's Addition to Jackson Mills, as shown on the plat attached titled Plat of Survey of Unopened / Un-used Streets for Gregory A. Smith.

Attachments include:

- Exhibit of Unopened / Un-used Streets for Gregory A. Smith with a written Legal Description of said Adjoining Streets
- 1923 Map of Randolph and Lowther's Addition to Jackson Mills W.Va.
- Lewis County Tax Map for Freemans Creek, District 03, Map No. 2

NAME	PROPERTY ADDRESS	PARCEL IDENTIFICATION #
Petitioner: Gregory A. Smith	No 911 Address assigned	03-200-6600000000
Adjoining property owner: Gregory A. Smith	No 911 Address assigned	03-200-6300000000

**AFFIDAVIT of PETITIONER**

I, Gregory A. Smith do hereby state that I have no objection to the County Commission of Lewis County WV, closing the unopened streets as highlighted Plat of Survey of Unopened / Unused Streets for Gregory A. Smith, including a Description of streets to be closed.

Gregory A. Smith  
Signature of Property Owner  
Date June 16, 2024

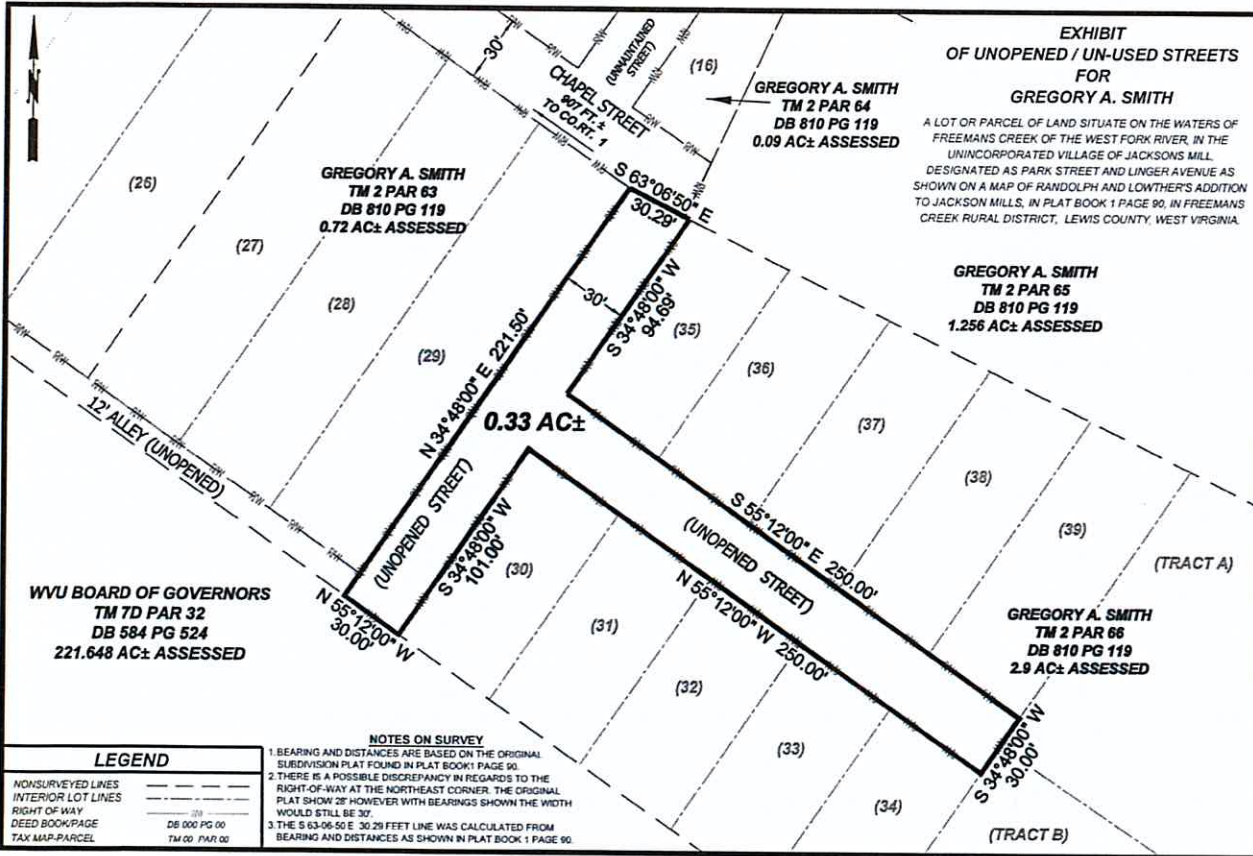
STATE OF WEST VIRGINIA  
COUNTY OF GILMER:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June 2024 by Gregory A. Smith.

My commission expires May 3, 2026



Amanda R. Conley  
Notary Public



**EXHIBIT  
OF UNOPENED / UN-USED STREETS  
FOR  
GREGORY A. SMITH**

A LOT OR PARCEL OF LAND SITUATE ON THE WATERS OF FREEMANS CREEK OF THE WEST FORK RIVER, IN THE UNINCORPORATED VILLAGE OF JACKSONS MILL, DESIGNATED AS PARK STREET AND LINGER AVENUE AS SHOWN ON A MAP OF RANDOLPH AND LOWTHER'S ADDITION TO JACKSON MILLS, IN PLAT BOOK 1 PAGE 90, IN FREEMANS CREEK RURAL DISTRICT, LEWIS COUNTY, WEST VIRGINIA.

**GREGORY A. SMITH  
TM 2 PAR 64  
DB 810 PG 119  
0.09 AC± ASSESSED**

**GREGORY A. SMITH  
TM 2 PAR 63  
DB 810 PG 119  
0.72 AC± ASSESSED**

**GREGORY A. SMITH  
TM 2 PAR 65  
DB 810 PG 119  
1.256 AC± ASSESSED**

**WVU BOARD OF GOVERNORS  
TM 7D PAR 32  
DB 584 PG 524  
221.648 AC± ASSESSED**

**0.33 AC±**

**GREGORY A. SMITH  
TM 2 PAR 66  
DB 810 PG 119  
2.9 AC± ASSESSED**

**SLS**  
FROM THE GROUND UP

1000 West 100th Street, Suite 100, Frederick, WV 24731 | 304.424.2222  
1000 West 100th Street, Suite 100, Frederick, WV 24731 | 304.424.2222  
204 East Lincoln Street, Frederick, WV 24701 | 304.244.2208  
www.sls.com

SCALE: 1 INCH = 50 FEET

PROJ. NO. 9469
DATE 5/29/2024
SURVEY DATE 5/14/2024
DRAWN BY: MRH
DWG NAME: 9469-GS-STREETCLOSING-240520-MRH

**LEGEND**

NONSURVEYED LINES	---
INTERIOR LOT LINES	---
RIGHT OF WAY	---
DEED BOOK/PAGE	DB 000 PG 00
TAX MAP-PARCEL	TM 00 PAR 00

- NOTES ON SURVEY**
1. BEARING AND DISTANCES ARE BASED ON THE ORIGINAL SUBDIVISION PLAT FOUND IN PLAT BOOK 1 PAGE 90.
  2. THERE IS A POSSIBLE DISCREPANCY IN REGARD TO THE RIGHT-OF-WAY AT THE NORTHEAST CORNER. THE ORIGINAL PLAT SHOW 28' HOWEVER WITH BEARINGS SHOWN THE WIDTH WOULD STILL BE 32'.
  3. THE S 63°06'50" E 30.29 FEET LINE WAS CALCULATED FROM BEARING AND DISTANCES AS SHOWN IN PLAT BOOK 1 PAGE 90.

DESCRIPTION OF EXHIBIT  
OF  
UNOPENED / UN-USED STREETS  
FOR  
GREGORY A. SMITH

A lot or parcel of land situate on the waters of Freemans Creek of West Fork River, in the unincorporated village of Jackson's Mill, designated as Park Street and Linger Avenue as shown on a map of Randolph and Lowther's Addition to Jackson's Mill, in Freemans Creek Rural District, Lewis County, West Virginia, being more particularly described as follows:

Beginning at Point on the southern right of way of Chapel Street, a corner to Gregory A. Smith's 0.72 acre parcel, northwest corner to an unopened street, thence with a line across said unopened street;

S 63-06-50 E a corner to Gregory A Smith's 1.256 Acres, 30.29 feet to the corner of Gregory A. Smith's 2.9 acre parcel, thence Smith's 2.9 acres for the next five (5) lines;

S 34-48-00 W 94.69 feet to a Point, thence;

S 55-12-00 E 250.00 feet to a Point, thence;

S 34-48-00 W 30.00 feet to a Point, thence;

N 55-12-00 W 250.00 feet to a Point, thence;

S 34-48-00 E 101.00 feet to a Point, in the line of WVU Board of Governors, thence with a line with said WVU Board of Governors;

N 55-12-00 W 30.00 feet to a Point, in the line of a 12-foot unopened alley, thence crossing said 12-foot alley;

N 34-48-00 E at 12 feet passing a corner to said Gregory A. Smith's 0.72 acres, in all a total of 221.50 feet to the place of beginning containing 0.33 acres, more or less, as laid out on a "Map of Randolph and Lowther's Addition to Jackson Mills W. Va." as Park Street and Linger Avenue in Plat Book 1 at page 90, and shown on an EXHIBIT OF UNOPENED / UN-USED STREETS FOR GREGORY A. SMITH attached hereto and made a part of this description.

SLS Land & Energy Development  
PO Box 150  
Glenville, WV 26351

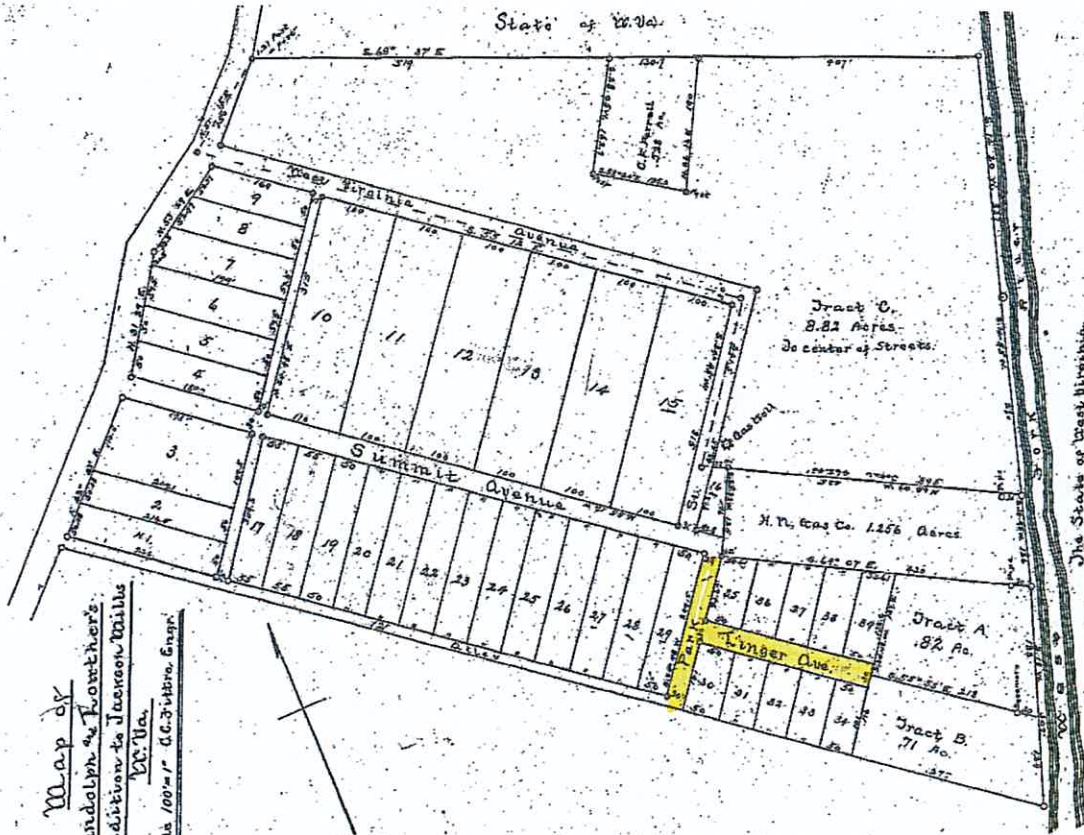
Matthew J. Hilton, Jr.  
PS 2294  
Project Surveyor

May 24, 2024

MRH



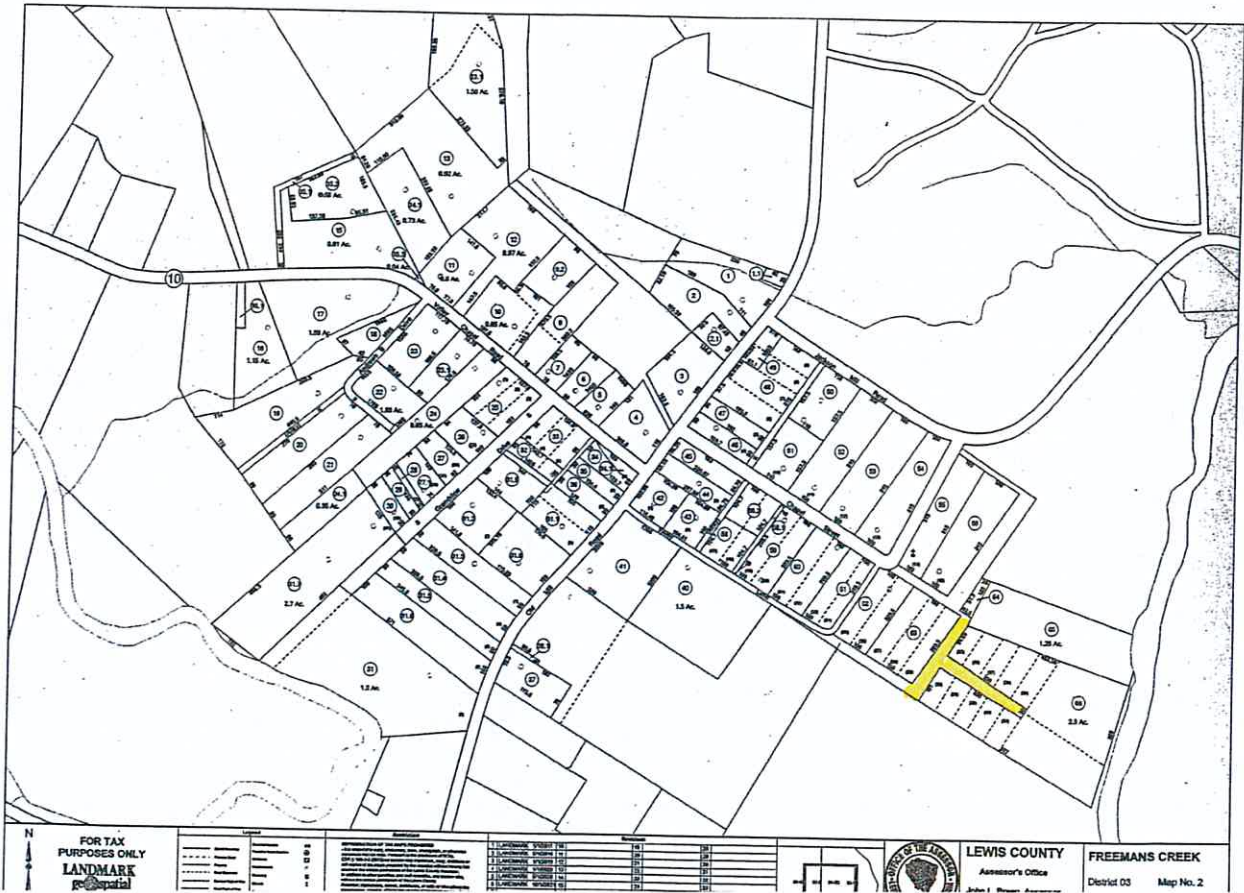
Map of  
 Randolph & Fowther's  
 Addition to Jackson Mills  
 W. Va.  
 Scale 100' = 1" C.C. Fowther, Eng'r



The State of West Virginia,  
 Clerk's Office, County Court, Lincoln County, W. Va.  
 The foregoing plat, together with any present and future  
 and submitted to file.

Attest:  
*Francis S. Jones*, Clerk.

August 27, 1922.



Right of Entry Agreement

This is an AGREEMENT made effective as of Jan, 2024 by and between:

Lewis County Commission  
110 Center Avenue, 2<sup>nd</sup> Floor  
Weston, West Virginia 26452

hereinafter referred to as "LCC" and:

**Equity Trust Company FBO Stephen Mann IRA**

hereinafter called "OWNER" for permission to access OWNER's property located at:

**2E First Street  
Weston, West Virginia  
Parcel ID: 21-07-0009-0087-0000**

hereinafter called "SITE" to complete an investigation on behalf of the LCC.

The LCC has engaged the services of Civil and Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. The OWNER hereby grants the LCC, its agents, assigns, employees, and/or contractors the right and permission to enter upon the hereinbefore described real estate for the purpose of conducting site assessment activities described hereinafter in Paragraph 2.

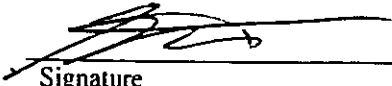
The OWNER grants the aforesaid rights and permission unto the LCC to the following terms and conditions:

1. Site assessment activities to be performed on the aforesaid real estate may consist of the following:
  - a. Phase I Environmental Site Assessment activities, including, walking the property; touring structures on the property, if safe to do so; taking photographs of the property and structures, records review, if available; and interviewing past and present owners, operators, and occupants of the property.
  - b. Phase II Environmental Site Assessment activities, including, disturbance to the ground surface, vegetation, or other features of the SITE for purposes of collecting surface water, groundwater, surface soil, subsurface soil, air, and other samples. The LCC will take reasonable precautions to limit disturbance to the SITE, but it is understood by the OWNER that repairs to the SITE from disturbance will be limited to those specified. State Utility Notification Services will be utilized to determine the location and schedule of the proposed intrusive investigation activities. However, the OWNER is responsible for accurately identifying all of the SITE's subterranean structures and utility locations in the area of the intrusive investigation activities and approving the proposed locations of borings and other excavations to be completed during the investigation. Use of the SITE shall include the parking of vehicles and equipment; excavation of test pits; installation of groundwater monitoring wells; extraction of samples from surface and subsurface soils, surface water, groundwater, air, and elsewhere; storage of samples; and other activities necessary to complete the site assessment.
2. The consent and permission to enter and perform said site assessment activities upon aforesaid real estate is herein voluntarily granted by the party of the first part.

3. The term of this agreement shall be for the length of time necessary for the LCC to complete the proposed site assessment and monitoring activities.
4. The undersigned represents that he/she is authorized to sign this document on behalf of all owners of the Property and to consent to the entry provided herein.
5. The undersigned agrees that he/she will notify EPA, by contacting the individual identified below, if during the term of consent for entry the Property is sold or otherwise transferred.
6. As a property owner, you may be able to avail yourself of certain liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Please consult a lawyer if you feel this may be applicable.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

**OWNER**

	1-10-2024
Signature	Date
1/10/2024	
Printed Name	
Stephen Mann	
Title	
Owner	
Address	
851 Left Millstone Rd, Weston, WV 26452	
Phone	
7032011633	
Email	mann@mancave.com

**Lewis County Commission**

Signature	Date
Printed Name	
Title	
Address	
Phone	
Email	



## AUTHORIZATION FOR ADDITIONAL SERVICES

**Client Name:** Lewis County Commission      **Contact:** Cindy Whetsell  
**Address:** 110 Center Avenue      **Client Phone:** (304) 269-2416  
Weston, WV 26452      **Client Email:** lwhetsell@lewiscountywv.org  
**Date:** 6/12/2024  
**Request No.:** 2      **CEC Project Manager:** Larry Carder  
**CEC Project:** 328-161      **Task:** TBD  
**Project Name:** Lewis County Commission-Brownfield Grant  
**Location:** Weston, WV

### **Proposed Scope of Services:**

#### **Stream and Wetland Delineations and Report**

**Purpose:** The purpose of this task is to perform a stream and wetland delineation within an approximately 90-acre parcel and prepare a report documenting our findings.

**Scope of Service:** CEC’s wetland delineations will be performed by ecologists in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Manual, supplemented by the 2012 USACE Regional Supplement (Eastern Mountains and Piedmont Region). CEC will identify wetlands based on the three criteria described in the USACE Manual: Hydrophytic vegetation, hydric soils, and hydrology.

During the on-site field delineation, CEC will collect test site data at the identified wetlands and representative upland locations. Wetland data forms will be completed for the test site locations. CEC will geo-reference the wetland boundary points and test site locations using a hand-held Trimble DA2 Global Positioning System (GPS) unit. Other waters such as streams and open waters will be identified and delineated. Stream data forms will be completed for stream crossing locations and photographs will be collected to document findings. Stream flow regimes will be classified as perennial, intermittent, and ephemeral based on current definitions.

Following completion of field work, CEC will post process the field data and begin preparing a delineation report presenting the findings of the office review and field delineations. The report will include a discussion of site vegetation, hydrology and soils, descriptions of wetlands, limits of streams, summary tables, and mapping. CEC will use available aerial mapping to show wetland boundaries, wetland type and acreage, and stream location and types. The figures will include a Site Location Map, Soils Map, NWI Map, and Wetland and Stream Delineation Map.

CEC anticipates that it will take 3-days to perform the field work for the 90-acre parcel and approximately 2-weeks from notice to proceed to complete the scope of services described herein.



## AUTHORIZATION FOR ADDITIONAL SERVICES

### Reason(s) for Additional Services and Impacts to Schedule:

This scope of service was not included in the original proposal dated December 27, 2022. CEC understands that the Lewis County Commission is now seeking a scope of service and fee estimate for stream and wetland delineations.

CEC will perform the above scope of services in accordance with CEC's Schedule of Terms and Conditions, which were attached to our original proposal that was dated December 27, 2022. Invoicing of professional services will be at 2.2 times labor cost. Reimbursable expenses will be invoiced at cost, plus a 10% administrative fee.

CEC Principal Signature:

Estimated Additional Fee: \$16,500

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: \_\_\_\_\_

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



June 11, 2024

Lewis County Commission  
Attn: Tina Helmick  
108 Center Avenue  
Weston, WV 26452-2905

Subject: Lewis County Support Contract Renewal

Dear Tina,

I am writing to inform you about the renewal of our Support Contract for your computer systems.

Our staff is committed to providing you with the highest level of Support Services available at the lowest possible cost.

Please help us by taking a moment to fill out the attached questionnaire regarding our services. Your feedback helps us provide better service.

Please return the survey with a signed copy of the enclosed contract to the attention of Sandra Stewart, Director of Contracts, Global Science & Technology Inc., 2000 Green River Drive, Suite 100, Fairmont, WV 26554. A self-addressed manila envelope is included in this package for your convenience. A copy of the fully executed contract will be returned for your records.

Please feel free to call me if you have questions or comments at 304.368.6124.

Sincerely,

Cannon Wadsworth  
Director State Programs

Enc: 2024-2025 Support Contract  
2023/24 Performance Survey



GLOBAL SCIENCE & TECHNOLOGY, INC.

**LEWIS COUNTY**

**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**COURTHOUSE NETWORK SUPPORT,  
ADMINISTRATION  
&  
CONSULTING**

**July 1, 2024**

Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554



**COMMERCIAL CONTRACT FOR SERVICES**

This Contract entered into by and between the Lewis County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Lewis County Commission desires to utilize the Contractors technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Lewis County and Contractor do mutually agree as follows:

**(1) BASIC TERMS AND CONDITIONS**

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior written authorization from the Lewis County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

**1.1 PERIOD OF PERFORMANCE**

Basic Ordering Agreement: July 1, 2024 through June 30, 2025.

**1.2 CONTRACT NUMBER**

This Contract Number, T017.1.001.LEW, assigned by GST to this project will be submitted on all invoices.

**1.3 PAYMENT/INVOICES**

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Lewis County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Lewis County Commission
110 Center Avenue
Weston, WV 26452
Attn: Tina Helmick, County Administrator

Payment of said invoices shall be contingent upon approval by the Lewis County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after

receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Lewis County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

#### 1.4 **LIMITATION OF LIABILITY PROTECTING COUNTY DATA**

GST shall not be liable for any breach in data security including, but not limited to, any breach of sensitive hardcopy data or electronic data stored in the County Courthouse and its facilities. GST will use its reasonable efforts to implement policies, equipment and procedures to protect the county's data, provided however the parties acknowledge that GST's ability to protect against data breaches will be dependent upon the amount of funding provided by the Customer for security equipment and policies.

#### 1.5 **FACILITIES COVERED UNDER THIS AGREEMENT**

GST will provide support services for PC's, Printers, Servers, and various other technology equipment located in the Courthouse and in Courthouse facilities located within 1/8 mile of the main courthouse building, as outlined in this Contract. GST's support will be limited to equipment that has wired or point to point wireless connectivity to the main Courthouse building.

## 2.0

### **Scope of Work:**

GST support personnel will be responsible for either fixing or coordinating with the manufacturers or vendors to correct problems. This service will relieve the Courthouse offices of the responsibility of determining the origins of problems and what company or entity will be responsible for the solution.

#### **Antivirus Protection**

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

#### **Remote Administration Services**

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

### **Items to be covered in GST's Maintenance/Administration Contract**

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

#### Network Electronics & Cabling

- Cabling – Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers). GST will isolate Electronics problems to the equipment and will work with the

manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.

- LAN (Local Area Network) Connection – Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection – GST will troubleshoot with WVNET to determine and help fix Wide Area Network problems.
- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers – GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers – GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty. Working on Printers in warranty may void the manufacturers warranty.

#### Workstation Software

- GST will support the desktop Operating Systems: Windows 7, Windows Vista and Windows XP.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office 2010, Microsoft Office 2007, Microsoft Office XP Professional, Internet Explorer, and Microsoft Outlook and Outlook Express.

#### Server Software

- GST will support Microsoft Windows Server 2008 and Windows Server 2003.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, virus protection, and roaming profiles.

#### Network Planning

- GST will inform you of any necessary updates that will affect the operation of your network. We have installed Windows Service Packs into your Courthouse network from our Fairmont facility in the past. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented. Any upgrades requiring purchase will be recommended.

#### Antivirus Protection

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

#### Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

Lewis County Commission Basic Ordering Agreement (BOA) July 1, 2024	Courthouse Network Support Services Contract
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The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

**Cyber Vulnerability Scanning/Reporting**

GST will provide scanning hardware and software to identify cyber threats that have been installed on your network. Installed threats may include Servers, Computers, Software, Networking Equipment, and Wireless equipment/devices. GST will run routine scans and present findings to the designated technical contact in the affected office or County Commission.

**Schedule:**

Work will commence upon execution of this contract.

**Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Network Supp & Admin	Vulnerability Scans	Monthly Total
July 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Aug 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Sept 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Oct 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Nov 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Dec 2024	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Jan 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Feb 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Mar 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
Apr 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
May 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00
June 2025	(2-3) Network Engineers	\$1,860.00	\$110.00	\$1,970.00

Lewis County Commission Basic Ordering Agreement (BOA) July 1, 2024	Courthouse Network Support Services Contract
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Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning July 1, 2024 and concluding June 30, 2025.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

**(3) STANDARD TERM AND CONDITIONS**

**3.1 Notices**

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

<b>If to Customer:</b> Lewis County Commission 110 Center Avenue Weston, WV 26452 Attn: Tina Helmick	<b>If to Contractor:</b> Global Science & Technology, Inc. 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra Stewart
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**3.2 Contacts**

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

**3.3 Proprietary Information and Non Disclosure**

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use

such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### **3.4 Assignments and Contracts**

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### **3.5 Task Assignments**

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### **3.6 Limitation of Liability**

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### **3.6.1 Indemnification**

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### **3.6.2 Infringement Indemnity**

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

### **3.7 Intellectual Property Rights and New Technology and Data Rights**

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### **3.8 Customer Provided Equipment, Tools, and Materials**

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### **3.9 Non-Waiver of Rights**

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### 3.10 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

### 3.11 Disputes

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### 3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### 3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### 3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

### 3.15 Order of Precedence



Lewis County Commission  
Basic Ordering Agreement (BOA)  
July 1, 2024

Courthouse Network Support Services Contract

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**LEWIS COUNTY COMMISSION**  
(Customer)

**GLOBAL SCIENCE & TECHNOLOGY, INC.**  
(CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SANDRA K. STEWART**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

**DIRECTOR OF CONTRACTS**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **GST Services - Performance Survey**

Please rate our staff on a scale of 1 through 10. One (1) indicates poor quality, (10) indicates the highest quality.

Response time required to fix problems.	1 2 3 4 5 6 7 8 9 10
Attitude displayed handling problems.	1 2 3 4 5 6 7 8 9 10
Competence displayed dealing with problems.	1 2 3 4 5 6 7 8 9 10
Patience used working with your staff by GST.	1 2 3 4 5 6 7 8 9 10
Communication from GST Staff Members	1 2 3 4 5 6 7 8 9 10
Respect shown toward Courthouse staff by GST	1 2 3 4 5 6 7 8 9 10
Competence regarding IAS problems	1 2 3 4 5 6 7 8 9 10
Can you trust information provided by GST?	1 2 3 4 5 6 7 8 9 10

Please provide any comments, expectations, or problems regarding our services below.  
We appreciate your feedback.

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ERICA MESSENGER  
592 RIGHT FREEMANS CREEK ROAD  
WESTON, WV 26452  
304-871-8494

JUNE 18, 2024

**RE: LETTER OF RESIGNATION**

Dear Beth Burkhart & Lewis County Commission,

Please accept this letter as my intention to resign from my position as Lewis County Circuit Court Deputy Clerk. In accordance with my notice period, my final day will be on Friday, July 5, 2024. This will be providing you & Beth Burkhart more than a two (2) week notice.

I have sincerely appreciated the opportunity I was given for this position. Not thinking it would be as short lived as it has been, but please know that my departure of this position has nothing to do with the amount of information that is needed to be learned or completed in the daily task and responsibilities that come with being a clerk deputy or the multi-tasking skills & quick pace of attentiveness within the office as well. That part of this position I feel as if I absorbed quickly in the past 20 months.

However, after careful consideration, I have decided to respect my reserves that I had in the beginning consideration of this position & resign from Deputy Clerk under the direction of Circuit Clerk Beth Burkhart at this time.

I am genuinely grateful for the support and guidance I have received at the Circuit Court, County Clerk & County Commission level of each of you during my time as Deputy Clerk. I am committed to ensuring a smooth & respectful transition during my remaining time in the office.

I have always said, how each coworker within the Lewis County Annex Building, as well as & County Courthouse is such a pleasure to work with on a daily base. This is why I'm only resigning from this position & not going too far for now.

Thank you again for the understanding & support.

SINCERELY,

ERICA MESSENGER

**BETH A. BURKHART**  
LEWIS COUNTY  
CIRCUIT AND FAMILY COURT CLERK  
117 COURT AVENUE  
WESTON, WV 26452

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(304) 269-8210  
FAX (304) 269-8249

*TWENTY-SIXTH JUDICIAL CIRCUIT*  
THE HONORABLE Judge Jacob E. Reger  
THE HONORABLE Judge Kurt W. Hall  
(304) 472-5556 / (304) 269-8229  
*SEVENTEENTH FAMILY COURT CIRCUIT*  
THE HONORABLE Theresa Cogar Turner  
(304) 269-0432

*TERMS OF CIRCUIT COURT*

FIRST MONDAY IN MARCH  
SECOND MONDAY IN JULY  
FIRST MONDAY IN NOVEMBER

June 26, 2024

To: Lewis County Commission

Reference: Resignation Deputy Circuit Clerk Erica Messenger

Honorable Commissioner Bobby Stewart, President  
Honorable Commissioner Agnes G. Queen  
Honorable Commissioner Roderick B. Wyman

I am requesting the Commission accept the resignation of Erica Messenger to be placed on the July 2, 2024 agenda. Mrs. Messenger submitted her notice on June 18, 2024 providing ample notice of her intent to resign.

As I had informed the Commission previously, Erica had requested to return to the WV Supreme Court of Appeals criminal records scanning project last fall. At that time, I asked her to allow more time to complete the cross-training process I implemented in my office in preparation for an expected retirement of a senior Deputy Circuit Clerk on April 1, 2024. Since that time, Mrs. Messenger relayed again in May her wishes to be able to resign from the Lewis County Circuit Clerks Office and return to the WVSCA criminal records scanning project.

I appreciate the short time Mrs. Messenger has spent in my office and wish her nothing but the absolute best. I greatly appreciate your attention to the matter. If you need further information or have any questions, please contact me at your convenience.

Respectfully,



Beth A. Burkhart  
Lewis County Circuit Clerk

CC: Finance/County Clerk  
Employee File

June 24, 2024

Lewis County Commission

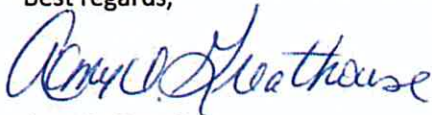
110 Center Avenue

Weston, WV 26452

Dear Beth Burkhart, Commissioner Stewart, Commissioner Queen and Commissioner Wyman,

Please accept this letter as my formal resignation as a deputy in the Lewis County Circuit Clerk's Office, my last day working will be July 5, 2024, thereby fulfilling my two week notice. My last day employed by the Commission will be July 31, 2024. I began working for the county in 1996 as a part-time tax deputy, under the direction of Robert Rinehart. In 1999, John Hinzman hired me full time in the Circuit Clerk's Office where I have continued to work for almost 25 years. In total I have worked 28 years for the county commission. I have come to the conclusion after speaking with the Circuit Clerk on numerous occasions that my concerns, for the office, as the Chief Deputy were not going to be addressed and it was time for me to move on from my position. So the next step was for me to leave the office and hope that my leaving will help the office atmosphere to move forward. My mental health and overall health are more important than any job one could have. I wish the commission the best in the future.

Best regards,

A handwritten signature in blue ink that reads "Amy D. Greathouse". The signature is written in a cursive style with a large initial "A".

Amy D. Greathouse

**BETH A. BURKHART**  
LEWIS COUNTY  
CIRCUIT AND FAMILY COURT CLERK  
117 COURT AVENUE  
WESTON, WV 26452

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(304) 269-8210  
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*TWENTY-SIXTH JUDICIAL CIRCUIT*  
THE HONORABLE Judge Jacob E. Reger  
THE HONORABLE Judge Kurt W. Hall  
(304) 472-5556 / (304) 269-8229  
*SEVENTEENTH FAMILY COURT CIRCUIT*  
THE HONORABLE Theresa Cogar Turner  
(304) 269-0432

*TERMS OF CIRCUIT COURT*

FIRST MONDAY IN MARCH  
SECOND MONDAY IN JULY  
FIRST MONDAY IN NOVEMBER

June 26, 2024

To: Lewis County Commission

Reference: Resignation Chief Deputy Circuit Clerk Amy Greathouse

Honorable Commissioner Bobby Stewart, President  
Honorable Commissioner Agnes G. Queen  
Honorable Commissioner Roderick B. Wyman

I am requesting the Commission accept the resignation of Amy Greathouse to be placed on the July 2, 2024 agenda. Ms. Greathouse submitted her notice on June 24, 2024 providing ample notice of her intent to resign.

In fall of 2023, I implemented a cross-training process in my office in preparation for an expected retirement of a senior Deputy Circuit Clerk on April 1, 2024. Until that time there were no issues addressed with me by Ms. Greathouse. However, after April 1<sup>st</sup> Ms. Greathouse presented issues that were biased, unfounded, and unreasonable to be changed for the efficiency of my department.

I appreciate the almost 28 years Ms. Greathouse has worked for the County and personally thank her for the past 7 ½ years under my direction at the Lewis County Circuit Clerks Office. I wish her nothing but the absolute best. I greatly appreciate your attention to the matter. If you need further information or have any questions, please contact me at your convenience.

Respectfully,



Beth A. Burkhardt  
Lewis County Circuit Clerk

CC: Finance/County Clerk  
Employee File

**BETH A. BURKHART**  
LEWIS COUNTY  
CIRCUIT AND FAMILY COURT CLERK  
117 COURT AVENUE  
WESTON, WV 26452

---

(304) 269-8210  
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*TWENTY-SIXTH JUDICIAL CIRCUIT*  
THE HONORABLE Judge Jacob E. Reger  
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(304) 269-0432

*TERMS OF CIRCUIT COURT*

FIRST MONDAY IN MARCH  
SECOND MONDAY IN JULY  
FIRST MONDAY IN NOVEMBER

June 26, 2024

Lewis County Commission  
Honorable Commissioner Bobby Stewart, President  
Honorable Commissioner Agnes G. Queen  
Honorable Commissioner Rod Wyman

Reference: Two Vacant Full Time Deputy Circuit Clerk Positions

Lewis County Commissioners,

I request permission to post / advertise the two vacant full time Deputy Circuit Clerk positions in the Lewis County Circuit Clerks office after the resignations of Chief Deputy Circuit Clerk Amy Greathouse and Deputy Circuit Clerk Erica Messenger both effective 07/05/2024.

The posting and advertisement will run from 07/10/2024 to 07/24/2024 for two-weeks as required by Commission policy. After the two-week period, I will interview and assess the ability of all successful applicants. The outcome of applicant assessments will be presented to you with my recommendation for hiring to be placed on the Commission agenda for action at the appropriate time.

Please contact me at your convenience if you have any question.

Respectfully,



Beth A. Burkhart  
Lewis County Circuit Clerk

Cc: Lewis County Commission  
Agenda 07/02/2024