

COUNTY COMMISSION OF LEWIS COUNTY

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

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, JANUARY 14, 2025**

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*)
- 3. 10:05 AM** **Hope Inc. Proclamation for Stalking Awareness**
Hope Inc. Proclamation for Human Trafficking

CORRESPONDENCE

- 4. Upshur County Commission Meeting Agenda:** The January 9, 2025 Upshur County Commission meeting agenda is submitted for review. (*information only*)
- 5. Lewis County Sheriff's Mileage Report:** The Lewis County Sheriff's Mileage Report for the month of December 2024 is presented for review. (*information only*)
- 6. Lewis-Gilmer E-911 Monthly Report:** The December 2024 Lewis Gilmer E-911 report is presented for review. (*information only*)
- 7. WV State Auditor Distribution of Public Utilities Tax and IRP Taxes:** The Auditor's Office has remitted the November 8, 2024 to November 25, 2024 distribution of Public Utilities and IRP Truck Taxes in the amount of \$18,201.67 . The general county portion is \$5,902.86. The general county portion for the last reporting period was \$19,482.76. The general county portion for this time period last year was \$5,676.62. (*information only*)
- 8. Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: National Association of Counties, Corridor H Water Extension Project, Building Commission, 911 Advisory Board, Governor Inaugural Event, etc.

BUSINESS

- 9. Lewis -Gilmer E-911 Center:** Hope Gas submits a Limited-Service Agreement for approval. *(action required)*
- 10. Time Sheets/Annual or Sick Leave Requests:** No requests submitted. *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

- 11. 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)*
- 12. 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)*
- 13. 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)*
- 14. 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:

- 15. 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

Tuesday, Jan. 14, 2025

Six Month Budget Review

1:00 pm

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: January 9, 2025

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

- January 2, 2025
- January 6, 2025 – Emergency Meeting

9:30 a.m. Review property photos and Order Adopting Enforcement Agency Findings concerning property located in Buckhannon Tax District – Tax Map 19 – Parcel Number 10 owned by Davis Cutright. *

9:45 a.m. Carrie Wallace, Region VII Planning & Development Council Project Coordinator - COPS grant project update. Discuss additional camera purchase and Request for Proposals of walk-through weapons detection. *

10:00 a.m. John C. Allen Regional HUB Project Meeting (*no decisions will be made*)

Items for Discussion / Action / Approval:

1. Acknowledge and sign a letter from the WV Courthouse Facilities Improvement Authority approving the request for an extension of the granting period for the Courthouse staircase rehabilitation project. Upon approval, the contract end date will be extended until February 28, 2025. *
2. Authorization for Tabatha R. Perry, County Administrator, to use Samuel R. Nolte's official signature stamp to sign required documentation on behalf of the Upshur County Commission. *
3. Authorization for Cindy M. Hughes, Assistant County Administrator, to use Samuel R. Nolte's official signature stamp to sign required documentation on behalf of the Upshur County Commission. *
4. Consider authorizing an electronic application submission to the West Virginia Department of Agriculture's Spay and Neuter Assistance Program on behalf of the Lewis-Upshur Animal Control Facility for 2025. *
5. Review and accept the resignation of an employee. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) [Under separate cover](#)
6. Approval of an advertisement for one part-time/fill-in position at the Lewis-Upshur Animal Control Facility. Applications must be received by the close of business on January 24, 2025. *
7. 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. Proclamations from Governor Jim Justice regarding a winter storm event:
 - a) January 2, 2025 - declaring a State of Preparedness for all 55 WV counties
 - b) January 5, 2025 – declaring a State of Emergency for all 55 WV counties

2. Announcement of a \$714,910 award for economic development in Upshur County from the West Virginia Water Development Authority’s Economic Enhancement Grant Fund. The award will be used toward building the John C. Allen Regional Hub.

3. Correspondence from Ora L. Ash, Deputy State Auditor, announcing the upcoming training workshops for county officials.

4. Lewis-Upshur Animal Control Facility Reports for the month of December 2024. During this period, 78 animals were received by the Facility.
 - Revenue Report
 - Account of Animals Report
 - Animal Control/Humane Officer Animal Report

5. Upshur County Mileage reports – November 2024
 - Addressing and Mapping
 - Dog Pound
 - Emergency Management
 - Maintenance
 - Parks & Recreation
 - Sheriff
 - Upshur 911

6. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - None
 - b) Agendas and/or Notice of Meetings:
 - Council of the City of Buckhannon January 2, 2025
 - Elkins Road Public Service District January 7, 2025
 - Reschedule to: January 9, 2025
 - c) Meeting Minutes:
 - Upshur County Solid Waste Authority November 18, 2024

***Dates and times of monthly board meetings are viewable at:**

www.upshurcounty.org -- Upcoming events are listed on the main page.

7. Appointments Needed or Upcoming:
 - Upshur County Fire Board - County Fire Association Representative

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

8. Board of Review & Equalization Meeting Schedule

***Meetings will be held at the Upshur County Administrative Annex unless otherwise noted**

- 01/30/2025 1:00 p.m. No appointments ---Review Property Books
- 02/04/2025 1:00 p.m.
- 02/06/2025 10:00 a.m. *Commission Meeting Room, 38 W Main St.
- 02/11/2025 1:00 p.m.
- 02/13/2025 2:00 p.m. Coal, Oil & Gas and Industrial Appointments
- 02/18/2025 10:00 a.m. Adjourn Sine Die

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

Tabled Items

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

Tabled 8-1-2024: Review a Resolution from the Upshur County Fire Board requesting the Upshur County Commission to consider an increase in the Fire Protection Service Fees by the next ballot referendum, as provided in WV Senate Bill 872. Consider taking action, per W.Va. Code §7-17-12(c)(2).

Next Regular Meeting of the Upshur County Commission

January 16, 2025 --- 9:00 a.m.

Upshur County Courthouse Annex

****The Commission Meeting Scheduled for January 23, 2025 has been cancelled. ****

December 2024 MILEAGE REQUEST

UNIT LIC.

- 150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 64076
- 151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 57711
- 152 Z. Lopez / Vin. A18031 / 4960 – 20 SUV 45850
- 153 B. Hendershot / Vin. C19510 / 4913 – 23 SUV 7055
- 154 C. Matheny / Vin. B29979 / 3841 – 22 SUV 40049
- 155 M. Ayoob / Vin. A40308 / 4961 – 22 SUV 44959
- 156 D. Cooley / Vin. C20138 / 4912 – 23 SUV 14086
- 157 E. Linger / Vin. A18030 / 1232 – 20 SUV 51540
- 158 R. Masters / Vin.106494 / 3929 – 18 INTERCEPTOR 76587
- 159
- 160
- 165 R. Bowman / Vin. C99333 / B54761 – 22 TRK 58219
- 170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 43903

171 T. Lafever / Vin. A42303 / 1696 – 20 SUV 34080

172 J. Johnmeyer / Vin. B04451 / 4220 – 21 SUV 64461

173 J. Jenkins / Vin. 572421 / 5YJ-355 - 21 JEEP 46008

174 R. Bush / Vin. 179324 / 4287 – 17 JEEP 42208

175 D. Cayton / Vin. 568479 / 6LB-698 – 17 JEEP 67100

1500 Dep. Reserves / Vin. 319897 / 3258 – 14 CHARGER 53656

1500 Dep. Reserves / Vin. 553134 / 1233 – 10 NITRO 78575

1500 Dep. Reserves / Vin. 553135 / 2726 – 11 NITRO 64487

Spare / Vin.A48451 / 1241 - 22 SUV 42148

Spare / Vin. A78623 / 3370 – 15 EXPLORER 115358

Spare / Vin. 106495 / 3930 – 18 INTERCEPTOR 73391

Spare / Vin. 116126 / 1910 -13 INTERCEPTOR 117308

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

Thank You

LEWIS-GILMER E-911 YEARLY TOTALS

CAD # DATE 2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
LEWIS COUNTY													
15 LEWIS SHERIFF	308	354	351	379	434	421	451	440	379	358	332	351	4558
10 WESTON PD	263	284	314	327	312	279	242	334	276	245	252	211	3339
250 WVSP WESTON	158	181	183	197	187	135	193	169	121	141	119	202	1986
230 LEWIS NRP	26	46	47	28	31	17	25	35	36	43	37	25	396
208 LEWIS EMS	252	249	249	222	288	274	274	330	249	245	251	283	3166
201 WESTON FD	141	108	102	75	124	113	102	115	98	97	106	101	1282
202 JANE LEW FD	68	47	47	31	59	58	65	74	46	45	70	58	668
203 PRICETOWN FD	22	20	14	13	30	22	21	24	21	20	24	23	254
204 WALKERSVILLE FD	21	11	27	12	26	15	23	20	20	17	11	16	219
205 JACKSON MILL FD	28	15	18	18	30	23	20	18	17	15	20	18	240
206 MIDWAY FD	6	6	3	6	4	6	7	3	5	4	5	2	57
ANIMAL CONTROL	39	62	44						41	43	41		270
DOGS PICKED UP	26	21	23					24	18	15	8		135
OTHERS PICKED UP	3	3	21					11	3	4	0		45
												Total	16435

GILMER COUNTY													
104 GILMER SHERIFF	23	41	72	96	77	27	53	135	145	193	168	141	1171
102 GLENVILLE PD	82	103	22	20	15	26	60	92	70	70	68	62	690
103 GSU PD	6	6	7	4	1	1	2	7	11	6	14	10	75
150 WVSP GLENVILLE	46	58	37	28	53	32	29	30	37	29	27	19	425
130 GILMER NRP	1	7	5	2	1	6	8	4	2	4	6	3	49
175 GILMER EMS	96	93	87	76	78	112	96	123	114	135	102	112	1224
101 GLENVILLE FD	31	29	25	41	34	22	30	30	25	25	24	36	352
105 NORMANTOWN FD	2	4	5	8	8	8	4	4	3	5	8	5	64
106 SAND FORK FD	26	23	18	36	30	17	21	28	19	18	19	22	277
107 CEDARVILLE FD	1	3	2	4	2	1	4	3	2	5	2	1	30
108 TROY FD	6	8	11	14	7	1	3	15	13	4	9	11	102
ANIMAL CONTROL	1	3	0	0	0	0	0	2	1	0	0	1	8
												Total	4467

Total by Month	1682	1785	1734	1637	1831	1616	1733	2070	1772	1786	1723	1713	
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DATE 2024

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
ZACH'S COUNTY	7	5	4	4	4	3	3	5	4	5	6	4	54
ZACH'S OWNER	4	1	3	2	2	2	4	3	0	0	2	2	25
ZACH'S SERVICE	1	1	1	1	1	3	0	1	2	0	1	0	12
ZACH'S TOTAL	12	7	8	7	7	8	7	9	6	5	9	6	91
A & S COUNTY	6	5	5	3	3	3	3	5	5	4	7	4	53
A & S OWNER	0	3	1	2	3	1	5	0	2	2	1	3	23
A & S SERVICE	1	1	1	1	1	3	1	0	2	1	1	1	14
A & S LARGE	1	0	1	0	0	2	0	1	0	0	0	1	6
A & S TOTAL	8	9	8	6	7	9	9	6	6	7	9	9	93
HITT'S COUNTY	7	4	5	4	4	3	3	5	4	4	6	4	53
HITT'S OWNER	2	1	1	0	2	2	4	0	3	0	1	1	17
HITT'S SERVICE	1	0	2	1	1	3	0	1	1	0	2	0	12
HITT'S TOTAL	10	5	8	5	7	8	7	6	8	4	9	5	82
LIPP'S COUNTY	7	4	5	4	3	4	3	5	4	4	7	4	54
LIPP'S OWNER	2	1	0	1	1	0	0	0	2	0	1	1	9
LIPP'S SERVICE	0	1	1	2	0	3	1	0	2	1	2	1	14
LIPP'S LARGE	1	1	1	0	0	2	0	1	0	1	0	0	7
LIPP'S TOTAL	10	7	7	7	4	9	4	6	8	6	10	6	84
TOLANDS COUNTY	7	4	5	4	3	4	3	5	4	4	6	4	53
TOLANDS OWNER	0	2	1	1	0	0	0	0	1	0	0	0	5
TOLANDS SERVICE	0	1	2	1	0	4	0	1	1	0	2	0	12
TOLANDS TOTAL	7	7	8	6	3	8	3	6	6	4	8	4	70
VALLEYCHAPEL COUNTY	7	4	5	4	3	4	3	5	4	4	6	4	53
VALLEY CHAPEL OWNER	1	0	2	1	1	0	2	1	1	1	2	1	13
VALLEY CHAPEL SERVICE	0	1	2	1	0	4	0	0	2	0	2	0	12
VALLEY CHAPEL LARGE	1	1	0	1	0	1	0	1	1	1	0	0	3
VALLEY CHAPEL TOTAL	9	6	9	7	4	9	5	7	8	6	10	5	85
LOVETT'S COUNTY					4	3	3	5	5	4	6	4	34
LOVETT'S OWNER					0	1	0	0	1	0	0	0	2
LOVETT'S SERVICE					1	3	1	0	2	0	1	0	8
LOVETT'S TOTAL					6	7	4	5	8	4	7	4	45
GILMER COUNTY													
GLEN- AUTO COUNTY	4	3	2	3	4	2	2	2	3	5	2	3	35
GLEN- AUTO OWNERS	5	1	0	4	2	2	2	2	6	1	0	3	28
GLEN- AUTO SERVICE	0	1	1	1	0	0	0	1	0	0	1	0	5
GLEN- AUTO TOTALS	9	5	3	8	6	4	4	5	9	6	3	6	68
A and S COUNTY	4	4	2	2	5	1	2	3	3	4	3	3	36
A and S OWNERS	0	2	0	1	0	0	3	2	9	3	1	0	21
A and S SERVICE	0	0	1	0	0	0	1	0	0	1	0	0	3
A and S LARGE	0	0	0	1	0	0	1	0	0	0	0	0	2
A and S TOTAL	4	6	3	4	5	1	7	5	12	8	4	3	62

2024

LEWIS-GILMER E-911 TELETYPE REPORT

GILMER		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
GC SHERIFF	10-27	18	11	14	12	16	13	16	31	20	21	32	34	238
	10-28	12	7	13	13	12	11	15	10	11	10	10	12	136
	III & CIB	19	5	20	13	18	13	43	19	21	20	17	18	226
	OTHER	11	0	12	0	7	2	8	2	13	12	9	0	76
	DVP/WAR	0	0	26	2	0	3	8	3	6	6	15	13	82
GLENVILLE PD	10-27	48	31	21	8	15	8	8	6	8	10	10	8	181
	10-28	38	33	23	7	19	3	5	8	8	10	11	9	174
	III & CIB	22	19	11	0	2	1	12	18	14	9	6	2	116
	OTHER	1	1	1	0	0	0	0	0	0	0	4	2	9
	DVP/WAR	4	0	0	0	0	0	1	6	8	3	3	1	26
WVSP	10-27	8	4	0	0	0	0	0	0	0	0	0	0	12
	10-28	8	0	0	0	0	0	0	0	0	0	0	0	8
	III & CIB	0	1	0	0	0	0	0	0	0	0	0	0	1
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
	DVP/WAR	1	1	1	0	2	0	0	2	2	2	0	0	11
NRP	10-27	0	0	0	0	0	0	0	0	0	0	0	0	0
	10-28	0	0	0	0	0	0	0	0	0	0	0	0	0
	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
	DVP/WAR	0	0	0	0	0	1	0	0	0	0	0	0	1
PROSECUTOR	10-27	0	0	0	0	0	0	0	0	0	0	0	0	0
	10-28	0	0	0	0	0	0	0	0	0	0	0	0	0
	III & CIB	20	10	2	4	0	0	0	0	0	0	0	0	36
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
	DVP/WAR	0	0	0	0	0	0	0	0	0	0	0	0	0
GSU PD	10-27	3	0	0	0	0	0	0	1	0	0	0	0	4
	10-28	0	0	0	0	5	0	0	4	0	0	0	0	9
	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER	1	0	0	0	0	0	0	0	0	0	0	0	1
	DVP/WAR	0	0	0	1	0	0	0	0	0	0	0	0	1

Total Transactions 1348

2024

LEWIS-GILMER E-911 TELETYPE REPORT

LEWIS		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LC SHERIFF	10-27	83	72	70	62	70	53	55	52	50	51	45	61	724
	10-28	72	70	60	54	61	50	48	50	50	50	41	42	648
	III & CIB	66	57	59	58	59	57	49	43	41	38	34	33	594
	OTHER	14	17	45	46	18	4	52	10	19	15	48	25	313
	DVP	17	15	27	35	34	29	35	33	34	26	24	28	337
WESTON PD	10-27	66	54	44	38	57	52	41	30	50	40	41	41	554
	10-28	43	40	40	31	34	44	40	31	45	43	31	30	452
	III & CIB	12	15	13	15	13	12	10	24	33	23	20	13	203
	OTHER	2	27	19	4	7	0	2	17	10	14	8	1	111
	DVP	12	13	7	15	4	7	3	11	12	14	6	7	111
WVSP	10-27	19	11	11	0	17	21	22	10	10	9	8	14	152
	10-28	11	11	9	0	11	13	12	17	11	8	9	8	120
	III & CIB	8	2	13	10	8	11	14	16	10	10	10	6	118
	OTHER	0	7	19	1	1	0	0	3	0	0	0	0	31
	DVP	7	17	7	7	23	5	9	5	4	11	6	9	110
NRP	10-27	2	6	0	2	3	4	9	0	0	2	5	3	36
	10-28	0	5	1	0	1	1	2	0	0	2	4	0	16
	III & CIB	0	2	0	5	0	0	0	7	2	0	0	0	16
	OTHER	0	1	0	0	0	0	1	1	0	0	0	0	3
	DVP	6	21	4	6	6	1	7	6	1	2	4	0	64
PROSECUTOR	10-27	28	12	0	0	0	0	0	0	0	0	0	0	40
	10-28	0	0	0	0	0	0	0	0	0	0	0	0	0
	III & CIB	16	14	14	11	16	21	22	21	13	2	8	14	172
	OTHER	1	2	0	2	1	0	0	0	0	0	0	0	6
	DVP	0	0	0	0	0	0	0	0	0	0	2	0	2
PROBATION	10-27	8	0	0	0	0	0	0	0	0	0	0	0	8
	10-28	0	0	1	0	0	0	0	1	0	0	0	0	2
	III & CIB	36	0	0	0	0	0	4	0	3	0	18	0	61
	OTHER	6	0	0	0	0	0	0	0	0	0	0	0	6
	DVP	2	0	0	0	0	0	0	0	0	0	0	0	2
SWJS PARK	10-27	0	0	0	0	0	0	0	0	0	0	0	0	0
	10-28	0	0	0	0	0	0	0	0	0	0	0	0	0
	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
	DVP	0	0	0	0	0	0	0	0	0	0	0	0	0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
DAY REPORT	10-27	0	0	0	0	0	0	0	0	0	0	0	2	2
	10-28	0	0	0	0	0	0	0	0	0	0	0	0	0
	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
	DVP	0	0	0	0	0	0	0	0	0	0	0	0	0

TOTAL TRANSACTIONS 5014



State of West Virginia

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

John B. McCuskey
State Auditor and
Commissioner of Delinquent
and Nonentered Lands

Toll Free: (888) 509-6568
www.wvsao.gov

December 18, 2024

Honorable David B. Gosa
Sheriff & Treasurer
Lewis County
110 Center Ave
Weston, WV 26452

Dear Sheriff & Treasurer:

You will be receiving a check in the amount of \$18,201.67 in the next few days from the State Auditor's Office representing the Public Utilities Tax and IRP Trucks Ad Valorem Fees collected by this office for the period of 11/08/2024 to 11/25/2024.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2018 County Current Expense	9.92	0.00	9.92
2018 School Current	13.44	0.00	13.44
2018 School Excess Levy	7.15	0.00	7.15
2024 County Current Expense	1.27	5,901.59	5,902.86
2024 School Current	1.88	8,006.35	8,008.23
2024 School Excess Levy	1.01	4,259.06	4,260.07
Totals	\$34.67	18,167.00	\$18,201.67

Any bond money collected is being forwarded to the Municipal Bond Commission for credit.

If this office can be of future assistance, please contact Russell Roliyson at (304) 558-2251, Extension 8535.

Sincerely,

John B. McCuskey
State Auditor

JBM/pu



December 11, 2024

Lewis County Commission
110 Center Avenue,
Weston, WV 26452

Re: Notification # 403002715
Premise ID: 6000180616
Service Address: 110 ½ Center Avenue
City, State, Zip: Weston, WV 26452

To Whom It May Concern,

The enclosed Limited Service Agreement (LSA) sets forth the terms and conditions under which Hope Gas can provide natural gas service to you from a pipeline owned and operated by a third party. The form of this agreement was approved by the Public Service Commission of West Virginia in case # 04-1951-G PC. The purpose of the Limited Service Agreement is to establish the terms for discontinuance of service to you in the event the pipeline is taken out of service by the pipeline operator.

Please review the Limited Service Agreement carefully. You are encouraged to discuss the agreement with the attorney of your choice. If you wish to apply for natural gas service pursuant to the terms of the Limited Service Agreement, please print your name on the "Applicant" line in the first paragraph. Enter your service address, county, and mailing address in the spaces provided in the second paragraph. Also, please sign in the space provided for "Applicant" on page 5, fill in the date, and have your signature notarized. Return the agreement to Hope Gas 48 Columbia Boulevard, Clarksburg, WV 26301. A fully executed copy will be mailed back to you after it is recorded by Hope Gas.

If you have any questions, please contact us at 877-587-8570.

Sincerely,

Barbie Morris

Barbie Morris
Manager, Hope Gas

COMMERCIAL LIMITED SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of January,
20 25, between Lewis County Commission ("Applicant"), and HOPE GAS,
INC.

WHEREAS Applicant desires natural gas service under the provisions of this Agreement, to be used for commercial purpose by one customer only on premises owned by Applicant ("the Premises") located at: (PROPERTY ADDRESS)

Physical: 476 U.S. HWY 19 N Weston, WV 26452
(Mailing/Billing: 110 Center Ave. Weston, WV 26452)

In Lewis County, West Virginia, with a mailing address of:

110 Center Ave. Weston, WV 26452

; and

WHEREAS Hope Gas, Inc. is a public utility engaged in the business of distributing natural gas in parts of West Virginia pursuant to regulation by the Public Service Commission of West Virginia ("Commission") under West Virginia Code Chapter 24, as amended; and

WHEREAS Hope Gas, Inc. does not have pipeline facilities in the area of the Premises necessary to provide natural gas public utility service to Applicant; and

WHEREAS, the only feasible source of gas to be consumed on the Premises is through a pipeline owned and operated by a third party ("Operator"); and

WHEREAS operator is willing to make a tap on its pipeline for a new point of delivery of gas to Hope Gas, Inc. so that Hope Gas, Inc. will have a source of gas supply to sell to Applicant; and

WHEREAS Hope Gas, Inc. has no control over the facilities of Operator necessary to serve the Premises, and does not have the ability to serve the Premises independent of the Line; and

WHEREAS if Operator installs a new tap on the Line for a new point of delivery, Hope Gas, Inc. is willing to furnish gas service to the Premises with Applicant as a new customer under the provisions of this Agreement and Hope Gas Inc's. Tariff on file with the Commission; as it may change from time to time; and

WHEREAS Applicant is willing to accept gas service from Hope Gas, Inc. under the provisions of this Agreement; and

WHEREAS, the Public Service Commission of West Virginia approved this agreement in Case No. 04-1951-G-PC.

NOW, THEREFORE, in consideration of mutual undertakings in this Agreement, Applicant and Hope Gas, Inc. agree, as follows:

1. Grant of Easements to Operator and Hope Gas, Inc. Applicant hereby agrees to enter into a "Measurement and Regulation Station Easement Agreement", acceptable to the parties, for the location of a tap on Operator's pipeline; a Hope Gas, Inc. service line; a dryer; a heater; regulators; relief valves; and a meter; or so much thereof as may be required, at a point not to exceed twenty (20) feet from the tap. Unless Applicant owns the land on which such facilities will be located, Applicant shall acquire the easement from the landowner and assign the easement to Operator and Hope Gas, Inc.
2. Hope Gas, Inc's. Service to the Premises. When Operator has completed installing the new tap and when Applicant's service and house lines and appliances are installed, Applicant shall purchase any required high pressure regulators, relief valves, heater, odorizer, and dryer before work will be commenced to install the facilities necessary for service hereunder. Hope Gas, Inc. will install and operate, as required, a meter, regulators, relief valves, a heater, odorizer, a dryer, and associated fittings, and thereafter commence to provide natural gas service to the Premises in accordance with this Agreement.
3. Discontinuance of Service. Hope Gas, Inc. reserves the right to discontinue service to Applicant upon ninety (90) days advance written notice to Applicant that Operator will cease the delivery

of gas to Hope Gas, Inc. If Hope Gas, Inc. gives such notice to Applicant, the notice shall be accompanied by a copy of Operator's notice to Hope Gas, Inc.

4. Applicant's Facilities. Applicant shall install and maintain in good and safe condition any and all of Applicant's service lines, house lines, fixtures, appliances, equipment, and related facilities owned by Applicant. All of Applicant's natural gas installations on the Premises are subject to Hope Gas, Inc.'s approval in accordance with Hope Gas, Inc.'s then effective standards for gas piping on customer's premises, and with the National Fuel Gas Code Section 223.1 or any other applicable national standards for pipeline installations. Applicant further agrees to hold Hope Gas, Inc. harmless from all liability imposed against it arising from Applicant's use, maintenance, repair, or ownership of the same.
5. No Warranty of Quality or Quantity of Gas. Hope Gas, Inc. has no control over the quantity or quality of the natural gas to be delivered to Applicant's premises, and Hope Gas, Inc. MAKES ABSOLUTELY NO WARRANTY, EXPRESS OR IMPLIED, THAT THE NATURAL GAS MADE AVAILABLE TO APPLICANT IS OF PIPELINE QUALITY OR SUITABLE FOR THE PURPOSES DESIRED BY APPLICANT. In addition, if gas delivered to Hope Gas, Inc. has insufficient natural or artificial odor, Applicant shall purchase and Hope Gas, Inc. will install, operate, and maintain an odorizing device at the meter set assembly as necessary to meet federal and state standards.
6. Applicant's Acceptance of Gas Not of Pipeline Quality. Due to the location of the premises, the gas delivered to Applicant may not be of a heating value or other quality considered within the standards of the natural gas industry as pipeline quality gas. Accordingly, Applicant accepts that the gas delivered to the Premises may not be of pipeline quality, and accepts any and all risks of the use of gas not of pipeline quality, including but not limited to (a.) service interruptions and the consequences thereof and (b.) the mal-performance of or extraordinary wear and tear on gas appliances and the consequences thereof.
7. Applicant's Agreement as to Compensation in Satisfaction of Statutory Rights Respecting the Premises. Applicant is fully aware of W.Va. Code, Section 24-3-7, a statute which provides, among other things, that if gas service to a utility customer must be abandoned, the customer has the right to receive payment for "the cost reasonably necessary to convert each customer to an alternate fuel source." "If Applicant receives notice from Hope Gas, Inc. under Paragraph (3) hereof of the discontinuance of service to Applicant's premise Applicant hereby agrees to accept in full satisfaction of all rights of Applicant or Applicant's successors and assigns under W.Va. Code Section 24-3-7 or any similar statute, rule or regulation, the following, at the date of termination hereunder:

One-half of Hope Gas, Inc.'s current non-gas commodity rate multiplied by the volume of gas consumed during the period of service, up to the actual cost of conversion to propane.
8. Applicant's Warranties. Applicant warrants to Hope Gas, Inc. and the Commission (a.) that Applicant has had ample opportunity to reflect upon the provisions of this Agreement, and to consult with retained counsel, the Commission's staff and/or the Commission's Consumer Advocate Division, and (b.) that Hope Gas, Inc. has not given to Applicant any assurance or made any representation, express or implied, as to the length of time that natural gas service will be available for the Premises. Accordingly, the parties hereto agree that Hope Gas, Inc. may have the Agreement recorded in the deed books of the county where the Premises are located, as

notice to their respective successors, and assigns of the provisions of this Agreement affecting natural gas service to the Premises.

9. Successors and Assigns. This Agreement and the rights and duties which it establishes shall extend to and be binding upon (a.) Applicant and Applicant's successors and assigns who own the residence on the Premises first served hereunder or a replacement of the residence constructed or installed within two years after the destruction or other loss of the previous residence, and (b.) Hope Gas, Inc. and its successors and assigns.

10. Notice by Applicant: Automatic Nullity of This Agreement.

(a.) Following the execution and acknowledgement hereof by Applicant and Hope Gas, Inc, Hope Gas, Inc. will promptly arrange with Applicant for the necessary work to be done to commence gas service to the Premises under Paragraph (2).

(b.) Applicant shall give Hope Gas, Inc. 60 days notice of the date that the Premises will be ready for Hope Gas Inc's. inspection under Paragraph (2). Hope Gas, Inc. shall use its best efforts to do the necessary work under Paragraph (2) to commence gas service to the Premises within 60 days after Hope Gas, Inc. receives such notice.

(c.) If, through no fault of Hope Gas, Inc., Applicant is not ready to accept gas service at the Premises within 12 months after the date specified in Applicant's notice under Paragraph (10-b), then this Agreement shall automatically become null and void; provided, that such will not bar Applicant from re-applying to Hope Gas, Inc. for service to the Premises after Applicant demonstrates to Hope Gas, Inc. that the Premises are actually ready, in accordance with Paragraph (4), to receive gas service.

WITNESS the following (APPLICANT'S) signatures:

Applicant Date: 1/14/25
By Its: _____

Applicant Date: 1/14/25
By Its: _____

STATE OF Weston,
COUNTY OF Lewis

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ APPLICANT
by its _____.

My Commission Expires: _____, 20_____.

Notary Public

HOPE GAS, INC.

By: _____

Christopher T. Hendrick

Its: Director, Gas Operations

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Christopher T. Hendrick, Director, Commercial Gas Operations.

My Commission Expires: _____, 20_____.

Notary Public

THIS DOCUMENT HAS BEEN PREPARED BY HOPE GAS, INC.

PLEASE RETURN TO:

HOPE GAS, INC.
ATTN: NEW CONSTRUCTION
48 COLUMBIA BLVD
CLARKSBURG, WV 26301