

# 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, September 17, 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**      **National Adult Education and Family Literacy Week Proclamation:**  
Louis Bennett Library, Lewis County Family Resource Network, and Impact Adult Education (*action required*)
- 4. 10:10 AM**      **National Hunger Awareness Month Proclamation:** Mountaineer Foodbank (*action required*)

## **CORRESPONDENCE**

- 5. Upshur County Commission Meeting Agenda:** The September 12, 2024 Upshur County Commission meeting agenda is presented for review. (*information only*)
- 6. West Virginia Attorney General:** Lewis County Commission received additional guidelines for the Opioid settlement funds. (*information only*)
- 7. WV State Auditor Distribution of Public Utilities Tax and IRP Taxes:** The Auditor's Office has remitted the August 2024 distribution of Public Utilities and IRP Truck Taxes in the amount of \$44,334.84. The general county portion is \$13,835.86, the general county portion for the last reporting period was \$8,820.02. The general county portion for this time period last year was \$51,346.51. (*information only*)
- 8. State of West Virginia Division of Corrections & Rehabilitation:** The Regional Jail invoice for the month of August 2024 in the amount of \$41,005.24 is presented for review. The invoice amount for July 2024 was \$26,156.93. The invoice amount for August 2023 was \$38,088.92. The current

daily bed rate is \$45.97. Lewis County has been billed for 1,472 beds during the current fiscal year. *(information only)*

9. **Lewis County Sheriff's Monthly Mileage Report:** The August 2024 Sheriff's Mileage Report is presented for review. *(information only)*
10. **Lewis County Sheriff's Monthly Financial Report:** The Amended August 2024 Sheriff's Monthly Financial Report is presented for review. The July 2024, and the August 2023 statements are also included for review. *(information only)*
11. **Lewis - Gilmer E-911 Monthly Report:** The August 2024 Lewis-Gilmer E-911 report is presented for review. *(information only)*
12. **Recruiter Boot Camp:** The Upshur County Commission submits an invitation and information on the two-day workshop to build retention and recruitment for Volunteer Fire and Emergency Medical Agencies. *(information only)*
13. **West Virginia Attorney General:** The projected future payment schedule for the Opioid Settlement Funds are presented for review. *(information only)*
14. **Notification of Lewis County State Land Sale and List of Properties Delinquent and Non-entered Lands:** The West Virginia State Auditor's Office will be holding the annual land sale in Lewis County on October 7, 2024 at 11:30 am, at the Lewis County Courthouse. *(information only)*
15. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meetings attended including: Ireland Community Meeting, LC Economic Development Authority, Hubcap meeting, Jane Lew Arts and Crafts, Jubilee, Ribbon Cutting Ceremony Hometown Care, Building Commission, 911 Advisory Board, Fire Board, National Association of Counties, etc.

## BUSINESS

16. **Lewis County Sheriff Funding Request:** Dave Gosa, Lewis County Sheriff, requests funding through the Opioid Account for financial assistance for the purchase of new radios and portables. The cost is approximately \$240,902.72. *(action required)*
17. **All County Fire Protection Funding:** The All-County Fire Protection Funding is presented for consideration of distribution. Lewis County has received \$27,964.98. *(action required)*
18. **Lewis-Gilmer Addressing and Mapping:** Lewis County Floodplain and Mapping Manager, Steve Money Penny, presents a road naming request for consideration. *(action required)*
19. **General Election Poll Workers List:** Cynthia Rowan, Lewis County Clerk, submits the 2024 General Election Poll Workers List for consideration. *(action required)*
20. **Trick or Treat Date and Time:** The Commission will set Trick or Treat date and time for the unincorporated areas of Lewis County. *(action required)*
21. **West Virginia Division of Culture and History Records Management and Preservation Grant:** Tina Helmick, County Administrator, submits the 2025-2026 Records Management and Preservation Grant application for consideration. *(action required)*
22. **West Virginia Justice Assistance Grant Program:** County Administrator, Tina Helmick, submits the 2025 Justice Assistance Grant application for consideration. *(action required)*
23. **Community Development Block Grant:** The Grant Amendment for the Lewis County Phase I Water Project is presented for consideration. *(action required)*
24. **Lewis-Gilmer E-911 Center:** Dan Hill Construction submits Change Order number 7 for \$6,190,709.00 for a final signature. *(action required)*

25. **Lewis-Gilmer E-911 Center:** Dan Hill Construction submits Change Order number 11 in the amount of \$87,012.37 for consideration. *(action required)*
26. **Lewis-Gilmer E-911 Center:** Dan Hill Construction submits Change Order number 12 in the amount of \$25,344.53 for consideration. *(action required)*
27. **In-House Budget Revision:** Lewis County Administrator, Tina Helmick, submits an in-house budget revision for approval. *(action required)*
28. **Proposal for Professional Services:** The Civil & Environmental Consultants, Inc. Proposal for Professional Services Environmental Protection Brownfield Community-Wide Assessment Grant Application is presented for consideration. The cost of the services is \$11,700.00. *(action required)*
29. **Bid Opening for the Courthouse Roof:** The Commission will open bids for the Courthouse Roof repair and consider bid award. *(action required)*
30. **Maintenance Supervisor, Rick Stout, Request for Executive Session Regarding Personnel:** The Maintenance Supervisor, Rick Stout requests an Executive Session per WV Code 6-9a-4 to discuss personnel matters. *(action required)*
31. **Time Sheets, Leave Requests:** Tina Helmick Time Sheet and Leave Request, Sherry Rogers, Leave Request, Barbara Winans Leave Request, Ray Smith Leave Request, Garry DeMoss Leave Request, Dave Reed Leave Request *(action required)*

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

32. **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)*
33. **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)*
34. **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)*
35. **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:**

36. **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

## 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: September 12, 2024
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• September 5, 2024
- 9:15 a.m. Becki Westfall on behalf of the annual Dickens Christmas Festival and Faire – Discuss upcoming events and use of County facilities. \*
- 10:00 a.m. JF Allen Property work session (*no decisions will be made*)
- 12:00 p.m. Review the actuarial valuation of the Upshur County Commission Other Postemployment Benefits Plan for the reporting date and fiscal year ending June 30, 2024, with a valuation date of July 1, 2023, and a measurement date of June 30, 2024, in accordance with Statement Nos. 74 and 75 of the Governmental Accounting Standards Board (GASB 74/75), as prepared by Odyssey Advisors.  
(*no decisions will be made*)

*Under separate cover*

### Items for Discussion / Action / Approval:

1. Consider a request from Elkins Road Public Service District to purchase a pump station costing \$450,000 to improve the existing water service to the Ridgeview Lane/Sand Run Estates area. The request is outlined as:
  - a. Reallocation of previously approved American Rescue Plan (ARP) funds in the amount of \$228,000 to be used toward the pump station purchase. \*
  - b. Award additional American Rescue Plan (ARP) funding in the amount of \$222,000 to complete the purchase. \*
2. Consider signing an agreement by and between Upshur County Emergency Communications and NGA 911 LLC for the installation of Emergency Services Internet Protocol Network (ESInet) and Next Generation Core Services (NGCS) Requirements to improve communication within the E911 Communications Center. The one-time implementation fee and service will cost \$119,658. The length of the agreement will be for a period of five years unless terminated prior. \*
3. Approval and signature of 2024 – 22nd Grant Cycle WV Courthouse Facilities Improvement Authority application for funding assistance in the amount of \$88,000. The maximum grant award is \$100,000 with a 20% match. The project consists of cleaning and painting the Courthouse dome and cupula. \*
4. Approval of an electronic submission for a 2024 Dilapidated Properties Program (DLAP) Sub-Grant Application sponsored by the West Virginia Department of Environmental Protection – Rehabilitation Environmental Action Program (REAP). If awarded, funds will be utilized to provide asbestos testing, abatement, and demolition of an identified condemned property located in Upshur County. \*

5. Review and signature of an Order removing James R. Posey, Jr. as Executor in the Estate of James R. Posey, deceased. \*
6. Approve election Officials, Alternates, and Emergency Ballot Commissioners for the November 5, 2024 General Election. \* *Under separate cover*
7. Consider adopting a Resolution opposing continued intervention in public safety and cellular/wireless communications by the National Radio Quiet Zone. \*
8. Correspondence from David A. Burr and Wendell R. Grose, members of the Board of Directors for the Elkins Road Public Service District, requesting the reappointment of Carey A. Wagner to serve as the third Board member on the Elkins Road PSD Board of Directors. If approved, her term will expire September 30, 2030. \*
9. 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. Independent Auditor’s Report and Related Financial Statements for periods June 30, 2023 and 2022 for Hodgesville Public Service District. Report is available for public review in the Upshur County Commission Office.
2. Operating Budgets for July 1, 2024 through June 30, 2025 for the following Public Service Districts:
  - a. Hodgesville Public Service District
  - b. Tennerton Public Service District
3. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for August 2024. The invoice reflects 1,548 inmate days X \$45.97 per diem rate totaling \$71,161.56. The July invoice was \$70,977.68. This amount does not include credits and additional debits made during this period.
4. Upshur County Building & Floodplain Permits for August 2024.
5. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - None
  - b) Agendas and/or Notice of Meetings:
 

• Buckhannon – Upshur Airport Authority	September 9, 2024
• Buckhannon Upshur Chamber of Commerce	September 11, 2024
• Upshur County Fire Board, Inc.	September 12, 2024
• Upshur County Safe structures and Sites Enforcement	September 12, 2024
• Upshur County Farmland Protection Board	September 17, 2024
• Region IV – Schedule of Meeting for Program Year 2024	
  - c) Meeting Minutes:
 

• Upshur County Youth Camp Board	April 10, 2024
• Upshur County Youth Camp Board	June 4, 2024
• Adrian Public Service District	August 1, 2024
• Elkins Road Public Service District	August 6, 2024
• Buckhannon-Upshur Chamber of Commerce	August 14, 2024

**\*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.

6. Appointments Needed or Upcoming:  
None

*\*\*\*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](mailto: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. \*\*\**

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)

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  
September 19, 2024 --- 9:00 a.m.  
Upshur County Courthouse Annex  
The meeting scheduled for September 26, 2024 has been cancelled.

PATRICK MORRISEY  
ATTORNEY GENERAL

PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



**STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL**

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

August 20, 2024

Lewis County Commission  
110 Center Avenue  
Weston, WV 26452

RE: Spending city and county opioid settlement funds

Dear Commissioners:

Local governments have broad discretion to decide which approved uses are best to spend their share of the settlement money, but there are restrictions on the use of funds under the terms of the Memorandum of Understanding ("MOU"). As we previously advised, to simplify the yearly reporting requirements, you should have a separate account to receive and disburse the settlement funds, to track that the funds are utilized in compliance with the MOU.

The Approved Purposes for which opioid settlement funds can be used are defined in the MOU.

- A. 1. "Approved Purpose(s)" shall mean
- evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction,
  - to develop, promote and provide evidence-based substance use prevention strategies,
  - to provide substance use avoidance and awareness education,
  - to engage in enforcement or curtail the sale, distribution, promotion or use of opioids and other drugs,
  - to decrease the oversupply of licit and illicit opioids and
  - to support recovery from addiction to be performed by qualified providers
- as is further set forth in Exhibit A and Paragraph B (3) below.

Under Paragraph B. 3.:

All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The [Local Government] share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using



August 20, 2024

Page 2

any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to on-half of the LG Share may be used to provide restitution for moneys that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.

A copy of Exhibit A, Approved Purposes list is enclosed with this letter. These Approved Purposes are the only purposes that this money may fund. Your decision on how to spend the funds should be based on an evaluation of your community's specific needs and your plan to best address those needs.

Your spending will be audited per the yearly reporting requirements in the MOU. Under C. 13:

Each Local Government shall submit an annual financial report to the [West Virginia First] Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year.

The first report will be due by April 30, 2025, for the prior fiscal year.

Also, as a reminder, part of the settlement with Teva included units of naloxone (Narcan). The first shipment of the product was received in September 2023 and all units have been distributed. We are in the process of requesting another shipment that we anticipate receiving in September 2024. A copy of the June 2023 letter explaining how to request product from the University of Charleston School of Pharmacy is enclosed.

We have an opportunity to ensure we help the greatest number of West Virginians possible.

Sincerely yours,



Patrick Morrissey  
Attorney General



# 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](http://www.wvsao.gov)

August 22, 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 \$44,334.84 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 07/31/2024 to 08/08/2024.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2024 County Current Expense	8,682.54	5,153.32	13,835.86
2024 School Current	12,917.29	6,991.21	19,908.50
2024 School Excess Levy	6,871.44	3,719.04	10,590.48
<b>Totals</b>	<b>\$28,471.27</b>	<b>15,863.57</b>	<b>\$44,334.84</b>

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 Rollyson at (304) 558-2251, Extension 8535.

Sincerely,

John B. McCuskey  
State Auditor

JBm/pu

**STATE OF WEST VIRGINIA**  
DEPARTMENT OF HOMELAND SECURITY  
**DIVISION OF CORRECTIONS & REHABILITATION**



**WILLIAM K MARSHALL III**  
**COMMISSIONER**

**MARK A SORSAIA**  
**CABINET SECRETARY**

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Office of the Commissioner  
1409 Greenbrier Street  
Charleston, WV 25311  
304-558-2036 – Telephone  
304-558-5367 – Fax

DISCOUNTED RATE FY25 LEWIS COUNTY  
PO BOX 466  
WESTON, WV 26452

**Invoice Number: 8124EBEF**

**Invoice Date: 9/4/2024 3:35:22 PM**

**Month of Service: August, 2024**

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Discounted Rate FY25 Lewis County for the month of August, 2024. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: August

Number of Inmate Days: 892

Per Diem Rate: \$45.97

Amount Due: August, 2024

\$41,005.24

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Division of Corrections and Rehabilitation  
PO Box 40258  
Charleston, WV 25364

## August 2024 MILEAGE REQUEST

UNIT LIC.

- 150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 59060
- 151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 53949
- 152 Z. Lopez / Vin. A18031 / 4105 – 20 SUV 41602  
4960
- 153 B. Hendershot / Vin. C19510 / 4913 – 23 SUV 3828
- 154 B. Newbrough / Vin. C20138 / 4912 – 23 SUV 8907
- 155 C. Matheny / Vin. B29979 / 3841 – 22 SUV 35376
- 156 M. Ayoob / Vin. A40308 / 2966 – 22 SUV 40342  
4961
- 157 D. Cooley / Vin. A48451 / 1241 – 22 SUV 37951
- 158 E. Linger / Vin. 106495 / 3930 – 18 INTERCEPTOR "ACADEMY"
- 159
- 160
- 165 R. Bowman / Vin. C99333 / B54761 – 22 TRK 49920
- 170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 40547

171 T. Lafever / Vin. A42303 / 1696 – 20 SUV 30159

172 J. Johnmeyer / Vin. B04451 / 4220 – 21 SUV 59057

173 J. Jenkins / Vin. 572421 / 5YJ-355 - 21 JEEP 40350

174 R. Bush / Vin. 179324 / 4287 – 17 JEEP 39297

175 D. Cayton / Vin. 568479 / 6LB-698 – 17 JEEP 65304

1500 Dep. Reserves / Vin. 319897 / 3258 – 14 CHARGER 53529

1500 Dep. Reserves / Vin. 553134 / 1233 – 10 NITRO 78502

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

Spare / Vin. 106494 / 3929 - 18 INTERCEPTOR 74933

Spare / Vin. A78623 / 3370 – 15 EXPLORER 115358

Spare / Vin. A18030 / 1232 – 20 EXPLORER 46746

Spare / Vin. 116126 / 1910 -13 INTERCEPTOR 117308

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

Thank You

Amended

Lewis County Financial Statement  
Month Ending- August 2024

Lewis County  
09/10/2024 @ 12:32:36 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	3,633,369.68	\$525,940.35	\$1,157,521.03	\$948,580.75	4,368,250.31
Coal Severance	22,877.30	\$56.41	\$0.00	\$0.00	22,933.71
General School	40,283.07	\$3,938.26	\$0.00	\$0.00	44,221.33
Magistrate Court	1,749.93	\$1,265.24	\$0.00	\$229.94	2,785.23
Worthless Check	12,559.04	\$81.04	\$0.00	\$0.00	12,640.08
Dog and Kennel	35,309.90	\$3,471.69	\$0.00	\$768.48	38,013.11
Home Detention	90,966.72	\$7,064.38	\$0.00	\$2,591.35	95,439.75
Emergency 911 Fund	3,767,215.87	\$240,031.36	\$0.00	\$127,032.41	3,880,214.82
Lewis County Aquatic Fund	578,143.44	\$1,425.56	\$0.00	\$0.00	579,569.00
Citizens Education	19,265.92	\$3,547.87	\$0.00	\$119.79	22,694.00
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$25,241.90	\$0.00	\$25,241.90	0.00
Sheriff Special Account-State	16,607.91	\$5,960.21	\$0.00	\$0.00	22,568.12
County Building	463,282.36	\$1,721.93	\$0.00	\$0.00	465,004.29
Board of Health	788,847.32	\$130,627.71	\$0.00	\$111,979.34	807,495.69
Tax Lien	49,591.41	\$0.00	\$0.00	\$0.00	49,591.41
Delinquent Nonentered	17,057.98	\$0.00	\$0.00	\$0.00	17,057.98
Concealed Weapons	52,657.16	\$429.52	\$0.00	\$25.00	53,061.68
Assessor Valuation	145,058.42	\$44,314.11	\$0.00	\$20,594.96	168,777.57
Voters Resistration	649.85	\$0.00	\$0.00	\$0.00	649.85
State Current	0.00	\$23.53	\$22,365.43	\$22,388.96	0.00
Criminal Charges	0.00	\$958.13	\$0.00	\$958.13	0.00
Court Reporter	0.00	\$100.00	\$0.00	\$100.00	0.00
State Police	0.00	\$200.00	\$0.00	\$200.00	0.00
Vehicle License - DMV	0.00	\$33,349.65	\$0.00	\$33,349.65	0.00
State Fines	0.00	\$0.00	\$0.00	\$0.00	0.00
Jury Fund	(6,132.03)	\$6,132.03	\$0.00	\$0.00	0.00
WV Deputies Fund	665.00	\$587.50	\$0.00	\$660.50	592.00
General Current Expenses	0.00	\$13,843.07	\$1,712,995.94	\$1,726,839.01	0.00
Excess Levy	0.00	\$7,389.38	\$927,541.29	\$934,930.67	0.00
Weston Current	0.00	\$147.06	\$139,753.70	\$139,900.76	0.00
Jane Lew Current	0.00	\$12.08	\$11,484.10	\$11,496.18	0.00
County Clerk Election Administration	5,328.32	\$1,806.81	\$0.00	\$0.00	7,135.13
County Clerk Real Property E-Record	5,328.32	\$1,806.81	\$0.00	\$0.00	7,135.13
LC Blueprint Community	47,998.72	\$3,808.00	\$0.00	\$0.00	51,806.72
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,975.30	\$0.00	\$30,973.77	1.53
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$135,151.59	\$333.25	\$0.00	\$0.00	135,484.84
American Rescue Plan	\$2,863,887.21	\$892.63	\$0.00	\$11,250.00	2,853,529.84
Certified to State	\$335,446.10	\$2,228.92	\$0.00	\$13,788.12	323,886.90
Opioid Settlement	\$280,932.34	\$669.29	\$0.00	\$15,000.00	266,601.63
County Fire Protection	\$48.27	\$0.12	\$0.00	\$0.00	48.39
EMS Salary Enhancement	\$80,153.70	\$196.74	\$0.00	\$1,000.00	79,350.44
Financial Stabilization	\$1,740,765.05	\$0.00	\$0.00	\$0.00	1,740,765.05
Totals	\$15,225,066.58	\$1,100,577.84	\$3,971,661.49	\$4,179,999.67	\$16,117,306.24

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

\$18,879,195.14
\$4,503,918.04
\$1,738,529.14
\$3,500.00

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$16,117,306.24

Total in county Depositories and Office

\$16,117,306.24
-----------------

I, D. Gosa Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

[Signature]  
Sheriff & Treasurer,  
County

Difference

Dated and sworn to on this date.

Amended

Lewis County Financial Statement  
Month Ending- July 2024

Lewis County  
09/10/2024 @ 08:33:06 AM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	3,861,209.60	\$558,329.47	\$374,939.61	\$1,161,109.00	3,633,369.68
Coal Severence	8,451.55	\$14,425.75	\$0.00	\$0.00	22,877.30
General School	36,001.06	\$4,282.01	\$0.00	\$0.00	40,283.07
Magistrate Court	4,175.26	\$1,002.67	\$0.00	\$3,428.00	1,749.93
Worthless Check	12,525.07	\$33.97	\$0.00	\$0.00	12,559.04
Dog and Kennel	25,685.99	\$30,517.90	\$0.00	\$20,893.99	35,309.90
Home Detention	86,443.60	\$7,023.12	\$0.00	\$2,500.00	90,966.72
Emergency 911 Fund	3,687,203.05	\$189,131.80	\$0.00	\$109,118.98	3,767,215.87
Lewis County Aquatic Fund	576,579.57	\$1,563.87	\$0.00	\$0.00	578,143.44
Citizens Education	19,261.82	\$52.68	\$0.00	\$48.58	19,265.92
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$78,329.73	\$0.00	\$78,329.73	0.00
Sheriff Special Account-State	16,562.74	\$45.17	\$0.00	\$0.00	16,607.91
County Building	462,637.95	\$644.41	\$0.00	\$0.00	463,282.36
Board of Health	818,420.88	\$67,524.19	\$0.00	\$97,097.75	788,847.32
Tax Lien	49,591.41	\$0.00	\$0.00	\$0.00	49,591.41
Delinquent Nonentered	17,057.98	\$0.00	\$0.00	\$0.00	17,057.98
Concealed Weapons	52,387.57	\$269.59	\$0.00	\$0.00	52,657.16
Assessor Valuation	160,358.66	\$13,903.85	\$0.00	\$29,204.09	145,058.42
Voters Resistration	649.85	\$0.00	\$0.00	\$0.00	649.85
State Current	0.00	\$5.44	\$7,107.74	\$7,113.18	0.00
Criminal Charges	0.00	\$1,251.14	\$0.00	\$1,251.14	0.00
Court Reporter	0.00	\$50.00	\$0.00	\$50.00	0.00
State Police	0.00	\$325.00	\$0.00	\$325.00	0.00
Vehicle License - DMV	0.00	\$40,424.27	\$0.00	\$40,424.27	0.00
State Fines	0.00	\$100.00	\$0.00	\$100.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$6,132.03	(6,132.03)
WV Deputies Fund	691.00	\$660.50	\$0.00	\$686.50	665.00
General Current Expenses	0.00	\$22,024.87	\$545,728.22	\$567,753.09	0.00
Excess Levy	0.00	\$12,180.97	\$293,428.94	\$305,609.91	0.00
Weston Current	0.00	\$34.57	\$45,200.80	\$45,235.37	0.00
Jane Lew Current	0.00	\$4.73	\$6,184.32	\$6,189.05	0.00
County Clerk Election Administration	4,914.26	\$414.06	\$0.00	\$0.00	5,328.32
County Clerk Real Property E-Record	4,914.26	\$414.06	\$0.00	\$0.00	5,328.32
LC Blueprint Community	45,498.72	\$2,500.00	\$0.00	\$0.00	47,998.72
Phase 1 Water Project	\$0.00	\$52,407.22	\$0.00	\$52,407.22	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$134,786.01	\$365.58	\$0.00	\$0.00	135,151.59
American Rescue Plan	\$2,862,902.90	\$984.31	\$0.00	\$0.00	2,863,887.21
Certified to State	\$334,164.58	\$1,281.52	\$0.00	\$0.00	335,446.10
Opioid Settlement	\$280,172.42	\$759.92	\$0.00	\$0.00	280,932.34
County Fire Protection	\$48.14	\$0.13	\$0.00	\$0.00	48.27
EMS Salary Enhancement	\$79,936.88	\$216.82	\$0.00	\$0.00	80,153.70
Financial Stabilization	\$1,740,765.05	\$0.00	\$0.00	\$0.00	1,740,765.05
Totals	\$15,383,998.54	\$1,134,459.06	\$1,272,589.63	\$2,565,980.65	\$15,225,066.58

Balance in county depositories - End of Month	\$16,571,198.19	Bank Errors	
Less: Orders Outstanding	\$1,917,910.29	Bank Errors	
Add: Deposits in Transit	\$568,278.68		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or -)			
Total in county Depositories and Office	\$15,225,066.58	Bank Errors	
		Total	
		True Balance	\$15,225,066.58

I, D. Gosse, Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

[Signature]  
Sheriff & Treasurer,  
County

Difference

Dated and sworn to on this date.

**Lewis County Financial Statement**  
**Month Ending- August 2023**

LEWIS COUNTY  
 09/11/2023 @ 10:28:46 AM

Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance	
General County	3,695,022.92	\$596,903.66	\$1,181,520.28	\$942,997.71	4,530,449.15
Coal Severance	21,032.42	\$53.59	\$0.00	\$0.00	21,086.01
General School	53,747.65	\$4,668.94	\$0.00	\$0.00	58,416.59
Magistrate Court	1,495.02	\$1,233.64	\$0.00	\$279.94	2,448.72
Worthless Check	18,887.14	\$72.02	\$0.00	\$7,000.00	11,959.16
Dog and Kennel	36,522.77	\$3,095.06	\$0.00	\$17,404.20	22,213.63
Home Detention	29,100.79	\$6,386.03	\$0.00	\$1,519.12	33,967.70
Emergency 911 Fund	3,721,168.01	\$191,911.81	\$0.00	\$103,956.56	3,809,123.26
Lewis County Aquatic Fund	561,019.73	\$1,429.45	\$0.01	\$0.00	562,449.19
Citizens Education	18,800.82	\$49.93	\$0.00	\$147.28	18,703.47
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$18,141.21	\$0.00	\$18,141.21	0.00
Sheriff Special Account-State	28,467.15	\$72.53	\$0.00	\$0.00	28,539.68
County Building	500,779.62	\$1,241.84	\$0.00	\$0.00	502,021.46
Board of Health	753,349.42	\$105,822.68	\$0.00	\$131,875.19	727,296.91
Tax Lien	151,432.16	\$0.00	\$0.00	\$0.00	151,432.16
Delinquent Nonentered	31,171.40	\$0.00	\$0.00	\$0.00	31,171.40
Concealed Weapons	49,992.41	\$497.06	\$0.00	\$0.00	50,489.47
Assessor Valuation	189,327.95	\$74,535.41	\$0.00	\$18,736.23	245,127.13
Voters Registration	4,902.96	\$104.00	\$0.00	\$0.00	5,006.96
State Current	0.00	\$23.63	\$21,092.19	\$21,115.82	0.00
Criminal Charges	0.00	\$302.60	\$0.00	\$302.60	0.00
Court Reporter	0.00	\$15.00	\$0.00	\$15.00	0.00
State Police	0.00	\$400.00	\$0.00	\$400.00	0.00
Vehicle License - DMV	0.00	\$28,047.76	\$0.00	\$28,047.76	0.00
State Fines	0.00	\$662.00	\$0.00	\$662.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	441.00	\$518.50	\$0.00	\$436.50	523.00
General Current Expenses	0.00	\$23,607.40	\$1,596,958.94	\$1,620,566.34	0.00
Excess Levy	0.00	\$12,653.87	\$874,963.46	\$887,617.33	0.00
Weston Current	0.00	\$139.87	\$124,838.27	\$124,978.14	0.00
Jane Lew Current	0.00	\$25.48	\$22,740.41	\$22,765.89	0.00
County Clerk Election Administration	0.00	\$506.03	\$0.00	\$0.00	506.03
County Clerk Real Property E-Record	0.00	\$506.03	\$0.00	\$0.00	506.03
LC Blueprint Community	44,397.38	\$0.00	\$0.00	\$0.00	44,397.38
Small Cities Blk Grant-Broadband	\$0.00	\$7,231.86	\$0.00	\$0.00	\$7,231.86
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$65,992.92	\$168.15	\$0.00	\$0.00	\$66,161.07
American Rescue Plan	\$2,810,390.36	\$7,160.72	\$0.00	\$0.00	2,817,551.08
Certified to State	\$227,133.72	\$578.72	\$0.00	\$0.00	227,712.44
Totals	\$13,014,576.43	\$1,119,740.25	\$3,822,113.56	\$3,979,938.59	\$13,976,491.65

Balance in county depositories - End of Month	\$16,884,844.66	Bank Errors	
Less: Orders Outstanding	\$4,647,771.13	Bank Errors	
Add: Deposits in Transit	\$1,735,918.12		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or-)			
Total in county Depositories and Office	\$13,976,491.65	Bank Errors	
		Total	
		True Balance	\$13,976,491.65

D. Gosca, Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

[Signature]  
 Sheriff & Treasurer,  
9-11-2023  
 Lewis County

Difference

Dated and sworn to on this date.



**LEWIS-GILMER E-911 YEARLY TOTALS**

CAD #	DATE	2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
<b>LEWIS COUNTY</b>															
15		LEWIS SHERIFF	308	354	351	379	434	421	451	440					3138
10		WESTON PD	263	284	314	327	312	279	242	334					2355
250		WVSP WESTON	158	181	183	197	187	135	193	169					1403
230		LEWIS NRP	26	46	47	28	31	17	25	35					255
208		LEWIS EMS	252	249	249	222	288	274	274	330					2138
201		WESTON FD	141	108	102	75	124	113	102	115					880
202		JANE LEW FD	68	47	47	31	59	58	65	74					449
203		PRICETOWN FD	22	20	14	13	30	22	21	24					166
204		WALKERSVILLE FD	21	11	27	12	26	15	23	20					155
205		JACKSON MILL FD	28	15	18	18	30	23	20	18					170
206		MIDWAY FD	6	6	3	6	4	6	7	3					41
		ANIMAL CONTROL	39	62	44										145
		DOGS PICKED UP	26	21	23										70
		OTHERS PICKED UP	3	3	21										27
														Total	11295

<b>GILMER COUNTY</b>															
104		GILMER SHERIFF	23	41	72	96	77	27	53	135					524
102		GLENVILLE PD	82	103	22	20	15	26	60	92					420
103		GSU PD	6	6	7	4	1	1	2	7					34
150		WVSP GLENVILLE	46	58	37	28	53	32	29	30					313
130		GILMER NRP	1	7	5	2	1	6	8	4					34
175		GILMER EMS	96	93	87	76	78	112	96	123					761
101		GLENVILLE FD	31	29	25	41	34	22	30	30					242
105		NORMANTOWN FD	2	4	5	8	8	8	4	4					43
106		SAND FORK FD	26	23	18	36	30	17	21	28					199
107		CEDARVILLE FD	1	3	2	4	2	1	4	3					20
108		TROY FD	6	8	11	14	7	1	3	15					65
		ANIMAL CONTROL	1	3	0	0	0	0	0	2					6
														Total	2661

Total by Month                    1682   1785   1734   1637   1831   1616   1733   2035                    0   0   0   0

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	35
ZACH'S OWNER	4	1	3	2	2	2	4	3	21
ZACH'S SERVICE	1	1	1	1	1	3	0	1	9
ZACH'S TOTAL	12	7	8	7	7	8	7	9	65
A & S COUNTY	6	5	5	3	3	3	3	5	33
A & S OWNER	0	3	1	2	3	1	5	0	15
A & S SERVICE	1	1	1	1	1	3	1	0	9
A & S LARGE	1	0	1	0	0	2	0	1	5
A & S TOTAL	8	9	8	6	7	9	9	6	62
HITT'S COUNTY	7	4	5	4	4	3	3	5	35
HITT'S OWNER	2	1	1	0	2	2	4	0	12
HITT'S SERVICE	1	0	2	1	1	3	0	1	9
HITT'S TOTAL	10	5	8	5	7	8	7	6	56
LIPP'S COUNTY	7	4	5	4	3	4	3	5	35
LIPP'S OWNER	2	1	0	1	1	0	0	0	5
LIPP'S SERVICE	0	1	1	2	0	3	1	0	8
LIPP'S LARGE	1	1	1	0	0	2	0	1	6
LIPP'S TOTAL	10	7	7	7	4	9	4	6	54
TOLANDS COUNTY	7	4	5	4	3	4	3	5	35
TOLANDS OWNER	0	2	1	1	0	0	0	0	4
TOLANDS SERVICE	0	1	2	1	0	4	0	1	9
TOLANDS TOTAL	7	7	8	6	3	8	3	6	48
VALLEYCHAPEL COUNTY	7	4	5	4	3	4	3	5	35
VALLEY CHAPEL OWNER	1	0	2	1	1	0	2	1	8
VALLEY CHAPEL SERVICE	0	1	2	1	0	4	0	0	8
VALLEY CHAPEL LARGE	1	1	0	1	0	1	0	1	3
VALLEY CHAPEL TOTAL	9	6	9	7	4	9	5	7	56
LOVETT'S COUNTY					4	3	3	5	4
LOVETT'S OWNER					0	1	0	0	0
LOVETT'S SERVICE					1	3	1	0	1
LOVETT'S TOTAL					6	7	4	5	6
GILMER COUNTY									
GLEN- AUTO COUNTY	4	3	2	3	4	2	2	2	22
GLEN- AUTO OWNERS	5	1	0	4	2	2	2	2	18
GLEN- AUTO SERVICE	0	1	1	1	0	0	0	1	4
GLEN- AUTO TOTALS	9	5	3	8	6	4	4	5	44
A and S COUNTY	4	4	2	2	5	1	2	3	23
A and S OWNERS	0	2	0	1	0	0	3	2	8
A and S SERVICE	0	0	1	0	0	0	1	0	2
A and S LARGE	0	0	0	1	0	0	1	0	2
A and S TOTAL	4	6	3	4	5	1	7	5	35

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					517
	10-28	72	70	60	54	61	50	48	50					465
	III & CIB	66	57	59	58	59	57	49	43					448
	OTHER	14	17	45	46	18	4	52	10					206
	DVP	17	15	27	35	34	29	35	33					225
WESTON PD	10-27	66	54	44	38	57	52	41	30					382
	10-28	43	40	40	31	34	44	40	31					303
	III & CIB	12	15	13	15	13	12	10	24					114
	OTHER	2	27	19	4	7	0	2	17					78
	DVP	12	13	7	15	4	7	3	11					72
WVSP	10-27	19	11	11	0	17	21	22	10					111
	10-28	11	11	9	0	11	13	12	17					84
	III & CIB	8	2	13	10	8	11	14	16					82
	OTHER	0	7	19	1	1	0	0	3					31
	DVP	7	17	7	7	23	5	9	5					80
NRP	10-27	2	6	0	2	3	4	9	0					26
	10-28	0	5	1	0	1	1	2	0					10
	III & CIB	0	2	0	5	0	0	0	7					14
	OTHER	0	1	0	0	0	0	1	1					3
	DVP	6	21	4	6	6	1	7	6					57
PROSECUTOR	10-27	28	12	0	0	0	0	0	0					40
	10-28	0	0	0	0	0	0	0	0					0
	III & CIB	16	14	14	11	16	21	22	21					135
	OTHER	1	2	0	2	1	0	0	0					6
	DVP	0	0	0	0	0	0	0	0					0
PROBATION	10-27	8	0	0	0	0	0	0	0					8
	10-28	0	0	1	0	0	0	0	1					2
	III & CIB	36	0	0	0	0	0	4	0					40
	OTHER	6	0	0	0	0	0	0	0					6
	DVP	2	0	0	0	0	0	0	0					2
SWJS PARK	10-27	0	0	0	0	0	0	0	0					0
	10-28	0	0	0	0	0	0	0	0					0
	III & CIB	0	0	0	0	0	0	0	0					0
	OTHER	0	0	0	0	0	0	0	0					0
	DVP	0	0	0	0	0	0	0	0					0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0					0
DAY REPORT	10-27	0	0	0	0	0	0	0	0					0
	10-28	0	0	0	0	0	0	0	0					0
	III & CIB	0	0	0	0	0	0	0	0					0
	OTHER	0	0	0	0	0	0	0	0					0
	DVP	0	0	0	0	0	0	0	0					0
TOTAL TRANSACTIONS													3547	

# RECRUITER BOOTCAMP

MAKE THE COMMITMENT TO VOLUNTEER ENLISTMENT!

Hosted by Upshur County Commission  
at The Event Center at Brushy Fork

929 Brushy Fork Rd. | Buckhannon WV

Saturday-September 21, 2024 | 9am-4pm

Lunch, Snacks & Refreshments Provided

Sunday-September 22, 2024 | 12-4pm

Snacks & Refreshments Provided

Register at the QR code

kgtenney@upshurcounty.org | 304-439-4698

**\$25.00 Donation**

for drinks, meals & snacks



Register Today for this Intensive Two-Day Workshop to Build a Relevant  
Retention & Recruitment Plan for your Volunteer Fire/EMS Agency:

## DAY 1: Are You Ready for Your Next Recruit?

Take a retention-first approach  
to getting our own firehouse  
in order before we invite  
someone new into it.



## DAY 2: Real-World Recruitment Solutions:

Addressing  
Opioids and the effects  
with first responders

Explore low/no cost opportunities  
to market to and motivate ordinary  
citizens to fight fires, save lives,  
and volunteer today!

Facilitated by: TIGER SCHMITTENDORF, Vice President of Recruitment & Retention Services for  
First Arriving, a public safety marketing and technology team headquartered in Richmond VA.

He served the County of Erie NY Department of Homeland Security & Emergency Services for more than 25  
years before retiring in 2018. There he was responsible for the recruitment, training, and mutual aid operations  
of 97 fire departments and 6,000+ firefighters. He is a Nationally Certified Fire Instructor and has actively served  
as a firefighter and chief officer with the Evans Center Volunteer Fire Company in Angola NY since 1980.

CONNECTIONS: [tiger@firstarriving.com](mailto:tiger@firstarriving.com) | [FireRECRUITER.com](http://FireRECRUITER.com) | [SoldierFirefighter.com](http://SoldierFirefighter.com)

PATRICK MORRISEY  
ATTORNEY GENERAL

PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



**STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL**

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

August 21, 2024

Lewis County Commission  
110 Center Avenue  
Weston, WV 26452

RE: Projected Future Payments from Opioid Settlements  
Paid into the WV First Qualified Settlement Funds

Dear Commissioners:

Settling opioid defendants committed to make payments totaling millions of dollars into the West Virginia First Qualified Settlement Fund ("QSF") over a number of years. Although not finalized, it is anticipated that the West Virginia Mass Litigation Panel will issue an order in the coming months authorizing annual distributions to local governments in their proportionate shares of the Local Government portion (24.5%) of opioid settlement payments received each year. While it is important to think about approved uses for opioid dollars local governments received in December 2023, local governments should also consider how future opioid payments will be used. To that end, with the assistance of the QSF administrator, we provide you with the attached projected estimated payments for each eligible local government for the years 2024 through 2028. These estimates will assist local governments with planning how to combat the opioid epidemic in their own communities in the years to come.

Below is a chart summarizing settlement payments expected to be received into the QSF each year:

	2024	2025	2026	2027	2028	Total
Distributors	\$ 37,000,000.00	\$ 37,000,000.00	\$ 37,000,000.00	\$ 37,000,000.00	\$ 37,000,000.00	\$ 185,000,000.00
Allergan	\$ 8,533,333.33	\$ 8,533,333.33	\$ 8,533,333.33	\$ 8,533,333.33		\$ 34,133,333.32
CVS	\$ 6,465,317.68	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 18,465,317.68
Teva	\$ 2,525,182.00	\$ 2,525,182.00	\$ 2,525,182.00	\$ 2,525,182.00	\$ 2,525,182.00	\$ 12,625,910.00
Kroger	\$ 12,000,000.00	\$ 12,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 27,000,000.00
Walgreens	\$ 11,066,666.67	\$ 11,066,666.67	\$ 9,960,000.00	\$ 9,960,000.00	\$ 9,960,000.00	\$ 52,013,333.34
Walmart	\$ 4,148,212.50					\$ 4,148,212.50
Amneal	\$ 350,000.00	\$ 175,000.00				\$ 525,000.00
Total	\$ 82,088,712.18	\$ 74,300,182.00	\$ 62,018,515.33	\$ 62,018,515.33	\$ 53,485,182.00	\$ 333,911,106.84

The Distributor expected payment figures in the chart above reflect an annual assessment payable to the federal Multi District Litigation 2804 matter, pursuant to orders of the court.

August 21, 2024

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Importantly, this chart does not reflect expected payments from Purdue Pharma, L.P., or Endo Solutions, Inc. We are unable to calculate future payments for those cases at this time due to ongoing bankruptcy proceedings. This chart, and the projections based on this chart, also do not contemplate unknowns, such as the potential amount of interest earned on deposited funds before being disbursed each year, or new settlements with other opioid defendants.

To determine how much will be distributed to each local government each year, the QSF Administrator must first apply deductions ordered by the court to the gross annual payments received, including Attorney's Fees and costs. In its Order adopting the recommendations on Attorney's Fees and Costs, the court held that Attorneys' Fees totaling \$128,057,900.00 and costs totaling \$13,000,000.00 be deducted from the gross recovery of opioid settlements. The court ordered that all costs be deducted from gross settlement dollars in 2023, 50% of attorneys' fees be paid in 2023, 25% of attorneys' fees in 2024, and the remaining 25% of attorneys' fees in 2025.

Once deductions for attorneys' fees are made, the QSF Administrator must calculate the total Local Government share (24.5%) of the remainder. This calculation is performed by applying the relative allocation share percentages found in Exhibit C to the West Virginia First Memorandum of Understanding ("MOU") to the amount of funds available for disbursement. Projections for the years 2024-2028 for each local government are attached hereto for your reference.

Very truly yours,



Patrick Morrissey  
Attorney General



# State of West Virginia

**John B. McCuskey**

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

Office of the State Auditor  
County Collections Division  
State Capitol, Building 1, Suite W-114  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

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

August 19, 2024

Sheriff and Treasurer  
of Lewis County  
110 Center Avenue  
Weston, WV 26452

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

Dear Sheriff:

Enclosed is the list of properties that will be offered for sale on the date and time listed on the attached handout..

Should you have any knowledge that any of these properties should not be included in the Sale, please contact this office as soon as possible. The Auditor's Office does not wish to include any properties in the Sale that shouldn't be sold.

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

Sincerely yours,

Russell Rollyson  
Senior Deputy State Auditor  
County Collections Division

Encl(s)

cc: Lewis County Clerk  
Lewis County Circuit Clerk  
Lewis County Assessor  
Lewis County Prosecuting Attorney  
President of the Lewis County Commission

Lewis County  
 Delinquent and Nonentered Land Sale  
 October 7, 2024 at 11:30 AM  
 Main Courthouse Courtroom

**WEB HANDOUT – SUBJECT TO CHANGE BEFORE LAND SALE**

The WV Property Tax Division annually creates a master surface tax parcel files from the GIS parcel files provided by the county assessors and property attributes from the centralized Integrated Assessment System. Contact your local assessor about any error you believe exist in the property record information regarding the Map, Parcel or Description, as our data listed is obtained from the master surface tax parcel files.

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
210788	1963	Burroughs, Robert		6 1/4 Acres Coal Skin Creek (6.25)	SKIN CREEK	9999	0000-0476			
210882	1989	Elliott, Robert G. & Terry P.		R/W Strip (.07A) Near Ireland	COLLINS SETTLEMENT	1	0005-0001	TAX	SALE	
210887	1989	Shirkey, Virginia		1/5 of 80A Coal Stone Coal	HACKERS CREEK	9999	0000-6974			
210888	1989	Weber, Dora		1/5 of 80 A Coal Stone Coal	HACKERS CREEK	9999	0000-8574			
210921	1992	Randolph, Roy D. Jr.		1/12 of 32 A Coal Bens Run	COLLINS SETTLEMENT	9999	0231-0000	WB2 3	660	
210926	1992	Jarvis, Gene		1/5 of 10.25 A Coal Limestone	COURT HOUSE	9999	0000.6852			
210931	1992	Sholes, B. J.		1/480 of 1.50 A OG Old Field Fork	COURT HOUSE	9999	0001-0382			
210951	1992	Singleton, Lottie Virginia (Life)		2.50 A Coal Fink	FREEMANS CREEK	9999	0002-6603			
210974	1993	McKisic, R. D. Heirs		1/4 of 2A Coal Trace Run	COLLINS SETTLEMENT	9999	1981-0000	AFF	00	
210975	1993	McKisic, T.A.		1/4 of 2Ac Coal Trace Run	COLLINS SETTLEMENT	9999	1981-0000	AFF	00	
210980	1993	Keffer, Mamie Et Al		.50 A Coal Murphy Ck	COURT HOUSE	9999	0000-6942			
210981	1993	Lewis, Irvin J. Et Al		Part of Strip 14' Wide Cox Add W. F. River 10 x 14	COURT HOUSE	7G	0002-0000	225	492	
210998	1993	Clark, Bertis W.		1/5 of 9.65 A Coal Black Lick	SKIN CREEK	9999	0000-0516			



CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
211001	1993	Stonecoal Lake Joint Venture		1.50 A Coal L Skin Creek	SKIN CREEK	9999	0000-3366			
211107	1994	Mulloly, Edward		1/3 of 36 A Coal Brush Run	COURT HOUSE	9999	0000-9302	473	684	
211158	1994	Fisher, Roy G.		3.50 A Coal Leading Creek	FREEMANS CREEK	9999	0000-9633			
211195	1994	Marple, Arveda K.		1 A Coal Turkey Pen	FREEMANS CREEK	9999	0001-8793			
211215	1994	Warren, Allan A. & Walter H. Jr.		1.50 A Coal Leading Ck 1/8 Int	FREEMANS CREEK	9999	0003-0713	WB1 1	371	
211230	1994	Hitt, James		1/2 of 2.00 A Coal Maxwell Run	HACKERS CREEK	9999	0002-0004	AFF	LDBK	
211231	1994	Hitt, James		1/2 of 24.85 Coal Stanley Run	HACKERS CREEK	9999	0002-0014	AFF	LDBK	
211361	1995	Hitt, James		2/9 of 1A Coal McCanns Run	FREEMANS CREEK	9999	0001-5433	J	581	
211448	1995	Edwards, John C.		1/4 Int of Lot 13 Blk 2 McGary Addn	WESTON - HACKERS CREEK CORP	6	0300-0000			
211460	1996	Rexroad, Roscoe L. & Eva O.		2/5 1.10 A Coal Cherry Fk	COLLINS SETTLEMENT	9999	0000-7191			
211473	1996	Mancini, Mona Estate		1/54 of 1.50 A OG Old Field Fk	COURT HOUSE	9999	0001-0372			
211475	1996	Nester, Eva Mae		15.50 A Coal Limestone 1/12 Interest	COURT HOUSE	9999	0000-4392			
211521	1996	Kolb, J W C (Kolb Rose Ann & John Hunter)		.50 A Coal Fink	FREEMANS CREEK	9999	0001-8513	WB1 7	496	
211537	1996	Trusty, Gay M. (Trusty John W)		1/4 of .50 A Coal Fink	FREEMANS CREEK	9999	0002-9463	MR1 4	589	
211649	1997	Mayfield Betty		1/5 of 9.65 A Coal Black Lick	SKIN CREEK	9999	0000-2346			
211672	1998	Bragg, Johnny or Jennifer		15.50 A Coal Limestone 1/54 Interest	COURT HOUSE	9999	0000-4392			
211692	1998	Bonnell, M. Jo Anne		.25 Ac COG Walnut Fork 1/10 Interest	FREEMANS CREEK	9999	0002-9023	AFF	0000	Deed

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
211720	1998	Mullooly, Margaret M. ETAL Trust T. Edward Mullooly Trust		1/3 of 48A Stripping Rights Alum Fork	FREEMANS CREEK	9999	0002-2373	514	628	
211721	1998	Mullooly, Margaret M. ETAL Trust T. Edward Mullooly Trust		1/3 of 48.25 A Stripping Right Alum Fork	FREEMANS CREEK	9999	0002-2383	514	628	
211722	1998	Mullooly, Margaret M. ETAL Trust T. Edward Mullooly Trust		1/3 of 2.76 A Stripping Rights Phillips Fork	FREEMANS CREEK	9999	0002-2393	514	628	
211779	1999	Allman Pamela ETAL		1/8 of 4.50 A Coal Nr Weston	COURT HOUSE	9999	0000-2842	WB1 4	87	
211791	1999	Sholes Daniel		1/480 of 1.50 A OG Old Field Fork	COURT HOUSE	9999	0001-0382	AFF	84	
211804	1999	Hall Sophia Hrs		1/74 of 100 A Coal Fink	FREEMANS CREEK	9999	0002-0953			
211820	1999	Neely Susan Carol		.50 A Coal Vadis 1/4 Int	FREEMANS CREEK	9999	0000-7553	WB9	438	
211862	2000	Davidson Loy Scott(Davidson Travis Scott & Trent Aaron Trust)		1/8 of 2 Ac Coal Trace Run	COLLINS SETTLEMENT	9999	0000-1981	WB2 0	208	
211966	2000	Critchfield Mason E		1 Ac Coal Laurel Lick	HACKERS CREEK	9999	0003-4344	488	366	
212002	2001	SHOLES BOB		1/430 OF 1.50 A OG OLD FIELD FK	COURT HOUSE	9999	0001-0402	AFF	FILE	
212006	2001	SHOLES JIM		1/430 OF 1.50 A OG OLD FIELD FORK	COURT HOUSE	9999	0001-0382	AFF	FILE	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212009	2001	SHOLES MIKE		1/430 OF 1.50 A OG OLD FIELD FORK	COURT HOUSE	9999	0001-0382	AFF	FILE	
212012	2001	TURNER JANET		1/430 OF 1.50 A OG OLD FIELD FORK	COURT HOUSE	9999	0001-0382	AFF	FILE	
212062	2002	HALL WILLIAM R		1/42 OF 11.50 AC COAL MURPHY CREEK	COURT HOUSE	9999	0001-4152	AFF	00	
212065	2002	LOWMAN JAMES A ESTATE		7.50 A COAL MURPHY CK	COURT HOUSE	9999	0000-7792	WB7	581	
212075	2002	BALENTINE SHIRLEY		.50 A COAL VADIS 1/4 INT	FREEMANS CREEK	9999	0000-7553	WB9	438	
212099	2002	SMITH FRANCES		1/20 OF 7.50 A COAL FINK	FREEMANS CREEK	9999	0000-3553	WB17	362	
212108	2002	WINANS MAXINE		1/20 OF 7.50 A COAL FINK	FREEMANS CREEK	9999	0000-3553	WB17	362	
212114	2002	SHARPES DAVID L		1/4 OF 2.00 A COAL MAXWELL RUN	HACKERS CREEK	9999	0002-0004	AFF	LDBK	
212119	2002	WATSON WILLIAM E		1/4 OF 15.44 A COAL HACKERS CK	HACKERS CREEK	9999	0000-8544			
212120	2002	WATSON WILLIAM EDWARD		1/4 OF 15.44 A COAL HACKERS CK	HACKERS CREEK	9999	0000-8524	WB10	163	
212135	2003	Cunningham Kathryn 2003-04	Baker Frances 2005	1/9 of 1 A Coal McCanns Run	FREEMANS CREEK	9999	0001-5433			
212145	2003	Blair Andrew L		Lot River Ave (1/3 Interest) 60.0 x 50-S x 62-S x 60-S	WESTON - FREEMANS CREEK CORP	9	0047-0000-3003	110	590	
212148	2004	Locke Linda Nealis		1.50 A Coal Leading Ck 1/8 Int	FREEMANS CREEK	9999	0003-0713	WB11	371	
212158	2005	Ballard Genevieve		1/54 of 1.50A OG Old Field Fk	COURT HOUSE	9999	0001-0382			
212160	2005	Wilson Christie		1/132 of 131A coal Pine Run	COURT HOUSE	9999	0000-8362	WB13	459	
212183	2006	Hull Gerald Philip		1/6 of 12.80 A Coal Freemans C	FREEMANS CREEK	9999	0001-6283	WB18	661	
212185	2006	Hull Gerald Philip		1/6 of 5.52 A Coal Freemans Ck	FREEMANS CREEK	9999	0102-6303	WB18	661	
212195	2006	Hyre Joann		1/4 of 2.00 A Coal Maxwell Run	HACKERS CREEK	9999	0002-0004	AFF	LDBK	
212196	2006	Hyre Joann		1/4 of 24.85 Coal Stanley Run	HACKERS CREEK	9999	0002-0014	AFF	LDBK	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212213	2009	Cosner Woodrow Lee		20.75 A Coal Sand Fork	COURT HOUSE	9999	0000-2712			
212214	2009	Hoffman E Leslie		1/24 of 62.75 A Coal Old Field Fork	COURT HOUSE	9999	0000-7552	618	120	
212215	2009	Welch Robert S		1/16 of 62.75 A Coal Old Field	COURT HOUSE	9999	0000-1762	WB2 5	537	
212216	2009	Osborn C H		1 A Coal Fink	FREEMANS CREEK	9999	0002-3433			
212221	2009	C I Developme nt LLC		Pt Lots 9-10 Bennett Avenue 123.0x40.0	WESTON - COURTHOUS E CORP	12	0239	623	313	
212225	2010	Bailey Virginia		15.50 A Coal Limestone 1/36 Interest	COURT HOUSE	9999	0000-4392- 0000	WB1 8	510	
212227	2010	H3 LLC 2010	Elemental Resources LLC 2011- 12	77.50 A Poles Coal Leading Ck	FREEMANS CREEK	9999	0003-1843	626	623	
212228	2010	Haverty William		1/2 of 400 A Coal Above Bed Freemans Creek	FREEMANS CREEK	9999	0001-5693	544	188	
212232	2010	Crites Daniel L & Lois J		Lot 8 Brannon Heights 50.0x150.0	WESTON - COURTHOUS E CORP	12	0214	0207	0080	
212238	2011	Clark Douglas Lee		1/6 of 44 A Coal Sand Fork	COURT HOUSE	9999	0000-2392	561	81	
212239	2011	Craig Catherine Clifford		1/16 of 4.50 A Coal NR Weston	COURT HOUSE	9999	0000-2842			
212241	2011	White Alyce G		1/21 of 11.50 A Coal Murphy Ck	COURT HOUSE	9999	0001-4152			
212242	2011	Bowers Susan Michelle		3/5 of 69.25 A Coal Less Outcrop J Losh Land	FREEMANS CREEK	9999	0001-9823			
212246	2011	Brown Virginia R		69.74 Ac Redstone Coal Laurel Lick 1/2 Int	HACKERS CREEK	9999	0000-1584	WB1 2	571	
212248	2011	Brown Virginia R		132 Ac Coal Buckhannon Run 1/2 Int	HACKERS CREEK	9999	0000-1614	WB1 2	571	
212251	2011	Clark Douglas Lee		1/3 of 3.98 A Coal Only Georgetown	SKIN CREEK	9999	0000-0506	561	81	
212262	2011	Zaccheus Properties		Lot Water St 27-Sx40- Sx27-Sx38-S	WESTON - FREEMANS CREEK CORP	9	0076	634	667	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212272	2013	HELMICK HAROLD		1/5 OF 17.50 A COAL L KANAWHA	COLLINS SETTLEMENT	9999	0000 3641-3002	Z	20	
212273	2013	REGISTER ALTONA DDS		1/16 OF 6 A COAL CAP RUN	COLLINS SETTLEMENT	9999	0000 0801-3005			
212275	2013	MENTRUP JUANITA		1/30 OF 11.50 AC COAL	COURT HOUSE	9999	0001 4152-3008	AFF	00	
212284	2013	LANGFORD JOHN & REBECCA A		LOT PIKE STREET 138-SX 35.0 X 133-SX35.0	WESTON - COURTHOUSE CORP	14	0090 0000	237	472	
212287	2013	ZACHEUS PROPERTIES		PART OF LOT 58 CHITTUM ADDN WESTON 94.0X96-SX 159-SX 275.0	WESTON - FREEMANS CREEK CORP	5	0148 0000	643	63	
212288	2013	BORAM NAOMI		.01 AC SURF GARTON PLAZA	WESTON - HACKERS CREEK CORP	10	0298 0006	532	714	
212289	2014	BRAMHAM ROBERT E		1/8 OF 70 A COAL CLOVER FORK	COLLINS SETTLEMENT	9999	0000 7371	WB9	266	
212290	2014	DUNCAN MARY E		1/24 OF 117 AC COAL DUNKIN RUN	COLLINS SETTLEMENT	9999	0000 2451	AFF	96	
212291	2014	HOOK FRANK R & CINDY L	HOOK CINDY L	1/2 OF 112.99 A COAL ROANOKE	COLLINS SETTLEMENT	9999	0000 3361	583	224	
212292	2014	TANGLEFOOT LLC		1 A COAL WARD RUN	COLLINS SETTLEMENT	9999	0000 3761	592	61	
212299	2014	BAILEY LINDA HEIRS		1/4 OF 38 A COAL HORSE RUN	FREEMANS CREEK	9999	0000 1033			
212300	2014	BAILEY LINDA HEIRS		1/8 OF 38 A COAL HORSE RUN	FREEMANS CREEK	9999	0000 1043			
212301	2014	BAILEY LINDA HEIRS		1/4 OF 38 A COAL HORSE RUN	FREEMANS CREEK	9999	0000 1053			
212305	2014	FARNSWORTH VERA M		PT LOT 27 ARNOLD ADDN 75.0X52.0	WESTON COURTHOUSE CORP	12	0023 0000	0430	0392	Deed
212310	2014	MARSH RUBY N		LOT W F RIVER 30X89X26X89	WESTON COURTHOUSE CORP	12	0003 0000	24	121	
212313	2014	STRAW ADA ARLENA		PT LOT ARNOLD ADDN 150-S X 50.0	WESTON COURTHOUSE CORP	11	0157 0000	556	252	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212327	2014	STARKEY MELISSA MARION		LOT POLK CREEK 40.0 X 150.0	WESTON FREEMANS CREEK CORP	5	0088 0000	640	172	
212328	2014	STARKEY MELISSA		LOTS 71-72-73 CHITTUM ADDN 47- SX40.0X40.0X40.0X61- SX120.0	WESTON FREEMANS CREEK CORP	5	0137 0000	640	172	
212329	2014	STARKEY MELISSA MARION		LOTS 68-69 CHITTUM ADDN 48-SX66.0X45- SX66.0 VACANT VACANT	WESTON FREEMANS CREEK CORP	5	0138 0000	640	172	
212330	2014	STARKEY MELISSA MARION		LOT 67 CHITTUM ADDN 115-SX232-SX48-SX180-S	WESTON FREEMANS CREEK CORP	5	0139 0000	640	172	
212335	2015	HARDMAN PATTY		1/32 OF 69 A COAL TRACE RUN	COLLINS SETTLEMENT	9999	0000 08613005			
212338	2015	KERNS JAMES HAROLD		1/42 OF 78.20 A COAL CROOKED F	COURT HOUSE	9999	0000 60923009	WBL	431	
212339	2015	MONTGO MERY CARL		1/56 OF 78.20 A COAL CROOKED F	COURT HOUSE	9999	0000 60923007	WBL	431	
212340	2015	RIGGS MARK		1/10 OF 13.75 A COAL GOOSE PEN	COURT HOUSE	9999	0001 10423003	670	724	
212344	2015	GILLENWA TER PATRICIA V		1/4 OF 38 AC COAL DRY FORK	FREEMANS CREEK	9999	0003 01833003			
212346	2015	THOMAS JEFF		1/2 OF 60 A COAL STONE COAL	HACKERS CREEK	9999	0000 71040000	662	668	
212349	2015	BLAIR EMMA D		LOT RIVER AVE (1/3 INTEREST) 60.0X50-SX62- SX60-S	WESTON FREEMANS CREEK CORP	9	0047 00003002	0110	0590	
212350	2015	BLAIR EMMA D		LOT RIVER AVE 40.0X30-S	WESTON FREEMANS CREEK CORP	9	0065 00000000	0310	0450	
212351	2015	BLAIR EMMA D		LOT RIVER AVE 57-SX35- SX60-SX30-S	WESTON FREEMANS CREEK CORP	9	0066 00000000	0310	0440	
212358	2015	ZACCHEUS PROPERTIE S		PART OF LOT 58 CHITTUM ADDN WESTON 94.0X96- SX159-SX275.0	WESTON FREEMANS CREEK CORP	5	0148 00000000	643	63	
212359	2015	ZACCHEUS PROPERTIE S	HATFIELD TAMMY J (2017)	LOTS 1&2 BLK 25 BENNETTS POLK CREEK ADDN 275X152-SX315-S	WESTON FREEMANS CREEK CORP	5	0149 00000000	711	398	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212360	2015	ZACCHEUS PROPERTIE S LLC	HATFIELD TAMMY J (2017)	LOT 77 CHITTUM ADDN WESTON 59.0X148- SX152-S	WESTON FREEMANS CREEK CORP	5	0150 00000000	711	405	
212361	2015	ARISE LLC		LOT (TANK SITE) 50X50 EAST WESTON HILL	WEST HACKERS CREEK CORP	10	0252 00000000			
212363	2016	DAVIS MEMORIAL PRESBYTER IAN CHURCH		1/2 OF 12 AC COAL CLOVER FORK	COLLINS SETTLEMENT	9999	0001 12713002	479	152	
212364	2016	MILLER RUSSELL & CRYSTAL		.50 AC CLOVER FORK	COLLINS SETTLEMENT	9999	0010 00000000	697	205	
212366	2016	SCHIEFER FRANK EDWIN JR		1/60 OF 13 A LEASED OG	COLLINS SETTLEMENT	9999	0003 12513015	WB3	83	
212369	2016	FERRIS FLORENCE AGT		FLAT RATE ON 25 A OG FREEMANS CREEK BERT KEISTER	FREEMANS CREEK	9999	0034 00000000			Deed
212370	2016	HYDE H RONALD		1/225 OF 107.90 AC COAL HUGHES FORK	FREEMANS CREEK	9999	0003 37330000	0433	0547	
212371	2016	HYDE H RONALD		1/225 OF 96 AC COAL HUGHES FORK	FREEMANS CREEK	9999	0003 37430000	0433	0547	
212373	2016	GCH DEVELOPM ENT INC		1/2 OF 15.44 A COAL HACKERS CK	HACKERS CREEK	9999	0000 29040000	681	96	
212382	2016	SARWAR GHULAM		PT LOT 11 COURT AVE 36.25X150 .0	WESTON COURTHOUS E CORP	9	0360 00000000	599	41	Deed
212383	2016	CONRAD JASON EDWARD		1/2 INT LOT 7 BLK 8 VANDERVORT ADDN WESTON 40X150	WESTON FREEMANS CREEK CORP	6	0053 00003001	FID29	635	
212384	2016	CRAWFOR D MERLE		PT LOT 9 BENNETT ADDN	WESTON FREEMANS CREEK CORP	NOM P	0001 00000000			
212386	2017	BLAZE MINERALS LLC		1/2 OF 100 A RS COAL THREE LIC	COLLINS SETTLEMENT	9999	0000 12410000	669	602	
212387	2017	BLAZE MINERALS LLC		37.50 A COAL CANOE RUN	COLLINS SETTLEMENT	9999	0000 41110000	669	602	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
212388	2017	BLAZE MINERALS LLC		32 A COAL OIL CREEK	COLLINS SETTLEMENT	9999	0000 41410000	669	602	
212389	2017	BLAZE MINERALS LLC		100 A COAL RT FORK OF L KANAWHA	COLLINS SETTLEMENT	9999	0000 87713004	669	602	
212390	2017	BLAZE MINERALS LLC		1/4 OF 152 A COAL CANOE RUN	COLLINS SETTLEMENT	9999	0000 93710000	605	369	
212391	2017	CURRENCE JUANITA MCCORD		1/10 OF 17.50 A COAL L KANAWHA	COLLINS SETTLEMENT	9999	0000 36413006	wb33	451	
212392	2017	DUNCAN H ROGER		1/18 OF 117 A COAL DUNKIN RUN	COLLINS SETTLEMENT	9999	0000 24513011	aff	96	
212393	2017	PTPOWER LLC		1/2 OF 32 A COAL BENS RUN	COLLINS SETTLEMENT	9999	0000 02313003	713	56	
212394	2017	PTPOWER LLC		1/32 OF 69 A COAL TRACE RUN	COLLINS SETTLEMENT	9999	0000 08613010	713	56	
212395	2017	PTPOWER LLC		124 AC COAL ONLY W F RIVER 2/117 INT	COLLINS SETTLEMENT	9999	0000 15213019	713	56	
212396	2017	PTPOWER LLC		1/2 OF 60 A COAL ONLY TRACE RUN	COLLINS SETTLEMENT	9999	0000 40013003	713	56	
212397	2017	PTPOWER LLC		1/12 OF 78 A COAL ONLY SUGAR CAMP	COLLINS SETTLEMENT	9999	0000 40113006	713	56	
212398	2017	BLAZE MINERALS LLC		139.40 A COAL MURPHY CK	COURT HOUSE	9999	0000 08820000	669	602	
212399	2017	BLAZE MINERALS LLC		528.97 A COAL	COURT HOUSE	9999	0000 09120000	669	602	
212400	2017	BLAZE MINERALS LLC		34/48 OF 98.25 A COAL CROOKED	COURT HOUSE	9999	0000 52620000	669	602	
212401	2017	BLAZE MINERALS LLC		44.50 A COAL SAND FORK	COURT HOUSE	9999	0000 52720000	669	602	
212402	2017	BLAZE MINERALS LLC		118 A COAL RUSH RUN	COURT HOUSE	9999	0000 52920000	669	602	
212403	2017	BLAZE MINERALS LLC		19.75 A COAL MURPHY CK	COURT HOUSE	9999	0001 43420000	669	602	



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212404	2017	BLAZE MINERALS LLC		1/2 OF 129 A COAL GLADY FORK UPPER VEIN	COURT HOUSE	9999	0001 44920000	669	602	
212405	2017	CASTEEL JANET ELLIS		1/132 OF 131 A COAL PINE RUN	COURT HOUSE	9999	0000 83623012	WB1 3	459	
212406	2017	JONES GARY		1/42 OF 78.20 A COAL CROOKED F	COURT HOUSE	9999	0000 60923003	WBL	431	
212407	2017	MOORE ELIZABETH		1/24 OF 11.50 AC COAL MURPHY CREEK	COURT HOUSE	9999	0001 41523013	AFF	00	
212408	2017	PTPOWER LLC		1/8 OF 118.665 A COAL WOLF PEN	COURT HOUSE	9999	0000 87623005	713	56	
212409	2017	PTPOWER LLC		12.75 A COAL MURPHY CK	COURT HOUSE	9999	0001 00020000	713	76	
212410	2017	PTPOWER LLC		1/2 OF 78.20 A STRIPPING COAL CROOKED FORK	COURT HOUSE	9999	0001 41720000	713	56	
212411	2017	PTPOWER LLC		1/6 OF 124.50 COAL CROOKED FK	COURT HOUSE	9999	0001 44720000	713	56	
212412	2017	PTPOWER LLC		1/6 OF 44 A COAL SAND FORK	COURT HOUSE	9999	0001 44820000	713	56	
212413	2017	SPRADLIN ROBERT C JR		195.25 A COAL SAND FORK	COURT HOUSE	9999	0000 81320000	514	06	
212414	2017	SPRADLIN ROBERT C JR		41 A COAL SAND FORK	COURT HOUSE	9999	0000 81620000	514	06	
212415	2017	SPRADLIN ROBERT C JR		41 A COAL SAND FORK	COURT HOUSE	9999	0000 81720000	514	06	
212416	2017	BLAZE MINERALS LLC		178 AC COAL SASSAFRAS	FREEMANS CREEK	9999	0000 76830000	669	602	
212417	2017	BLAZE MINERALS LLC		1/2 OF 983.85 A COAL BELOW BED FREEMANS CREEK	FREEMANS CREEK	9999	0001 56833001	669	602	
212418	2017	BLAZE MINERALS LLC		55 A COAL SASSAFRAS	FREEMANS CREEK	9999	0001 90230000	669	602	
212419	2017	BLAZE MINERALS LLC		1/3 OF 113 A STRIPPING RIGHTS & COAL ALUM FORK	FREEMANS CREEK	9999	0002 23230000	669	602	
212420	2017	BLAZE MINERALS LLC		1/3 OF 106.50 A STRIPPING RIGHTS OF 2/9 COAL CROOKED RN	FREEMANS CREEK	9999	0002 23330000	669	602	

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212421	2017	BLAZE MINERALS LLC		2/9 OF 114 A COAL CROOKED RUN	FREEMANS CREEK	9999	0002 23430000	669	602	
212422	2017	BLAZE MINERALS LLC		129 A COAL LEADING CREEK	FREEMANS CREEK	9999	0003 31230000	669	602	
212423	2017	CANNON ELIZABETH		1/40 OF 9.71 A COAL W F RIVER	FREEMANS CREEK	9999	0000 92833019	WB1 0	14	
212424	2017	CANNON ELIZABETH		31/3840 OF 8.50 A COAL LEADING CREEK	FREEMANS CREEK	9999	0000 92933019	WB1 0	14	
212425	2017	CANNON ELIZABETH		1/90 OF 107.25 AC COAL BUCK RN	FREEMANS CREEK	9999	0000 93033008	WB1 0	14	
212426	2017	CANNON ELIZABETH		1/90 OF 16 AC COAL BUCK RUN	FREEMANS CREEK	9999	0000 93133008	WB1 0	14	
212427	2017	CANNON ELIZABETH		31/3840 OF 39.50 AC COAL LEADING CREEK	FREEMANS CREEK	9999	0000 93233008	WB1 0	14	
212428	2017	GIBSON SARA		1/5 OF 5.05 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18233002	FID	268	
212429	2017	GIBSON SARA		1/5 OF 1 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18333002	FIL	268	
212430	2017	HORNOR PAUL A JR		3/12 OF 60.03 A COAL PHILLIPS	FREEMANS CREEK	9999	0002 19633006	WB1 3	715	
212431	2017	KRAUSE JO NEACE		5 A COAL ALUM FORK	FREEMANS CREEK	9999	0003 13630000	517	76	
212432	2017	PTPOWER LLC		7/16 OF 19 A COAL DRY FORK	FREEMANS CREEK	9999	0000 07630000	713	56	
212433	2017	PTPOWER LLC		112.50 AC COAL ONLY WALNUT FORK	FREEMANS CREEK	9999	0000 59940000	713	56	
212434	2017	PTPOWER LLC		3 A COAL	FREEMANS CREEK	9999	0000 97130000	713	56	
212435	2017	PTPOWER LLC		29.25 A COAL ONLY FINK 1/3 INT	FREEMANS CREEK	9999	0001 66833004	713	56	
212436	2017	PTPOWER LLC		.22 AC COAL STRAIGHT RUN	FREEMANS CREEK	9999	0002 02240000	713	56	
212437	2017	PTPOWER LLC		.25 A COAL ONLY WALNUT FK 7/10 INT	FREEMANS CREEK	9999	0002 90233004	713	56	
212438	2017	QUERRY SHARON		1/108 OF 97 A COAL FINK	FREEMANS CREEK	9999	0000 92733021	WB1 0	14	
212439	2017	QUERRY SHARON		1/40 OF 9.71 A COAL W F RIVER	FREEMANS CREEK	9999	0000 92833021	WB1 0	14	
212440	2017	QUERRY SHARON		31/3840 OF 8.50 A COAL LEADING CREEK	FREEMANS CREEK	9999	0000 92933021	WB1 0	14	

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212441	2017	QUERRY SHARON		1/90 OF 107.25 A COAL BUCK RUN	FREEMANS CREEK	9999	0000 93033020	WB1 0	14	
212442	2017	QUERRY SHARON		1/90 OF 16 A COAL BUCK RUN	FREEMANS CREEK	9999	0000 93133020	WB1 0	14	
212443	2017	QUERRY SHARON		31/3840 OF 39.50 A COAL LEADIN CREEK	FREEMANS CREEK	9999	0000 93233020	WB1 0	14	
212444	2017	QUERRY SHARON		1/90 OF 3.75 A COAL BUCK RUN	FREEMANS CREEK	9999	0000 93333020	WB1 0	14	
212445	2017	WHITE CAROL ANN		37 A COAL FREEMANS CRK 1/12 INT	FREEMANS CREEK	9999	0003 13333002	170	388	
212446	2017	WILLIAMS THOMAS SCOTT		1/5 OF 5.05 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18233004	FID	268	
212447	2017	WILLIAMS THOMAS SCOTT		1/5 OF 1 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18333004	FID	268	
212448	2017	BLAZE MINERALS LLC		42 A COAL LAUREL LICK	HACKERS CREEK	9999	0000 12640000	669	602	
212449	2017	BLAZE MINERALS LLC		2/3 OF 60 A COAL LAUREL LICK	HACKERS CREEK	9999	0000 12740000	669	602	
212450	2017	BLAZE MINERALS LLC		1/2 OF 69.50 A COAL BLOODY RUN	HACKERS CREEK	9999	0000 89840000	669	602	
212451	2017	BLAZE MINERALS LLC		25 A COAL L STONE COAL	HACKERS CREEK	9999	0000 90040000	669	602	
212452	2017	BLAZE MINERALS LLC		350 A REDSTONE COAL GRASS RUN SOLD TO STATE 1986	HACKERS CREEK	9999	0000 90140000	669	602	
212453	2017	BLAZE MINERALS LLC		37 A REDSTONE COAL LAUREL LICK	HACKERS CREEK	9999	0000 90240000	669	602	
212454	2017	BLAZE MINERALS LLC		66 A COAL L STONE COAL	HACKERS CREEK	9999	0000 90340000	669	602	
212455	2017	BLAZE MINERALS LLC		100 AC COAL LESS 20.25 AC REDSTONE & PITTSBURGH COAL	HACKERS CREEK	9999	0000 95040000			
212457	2017	COGAR FRANCIS	COGAR TERRY W (2019)	PT LOTS 3-4 ARNOLD ACRES 75X90X51 .087 AC 1/2 INTEREST	HACKERS CREEK	7G	0009 00003002	FID3	148	

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				(2017/2018) PT LOTS 3-4 ARNOLD ACRES 75X90X51 .087 AC 1/6 INTEREST (2019)						
212459	2017	HITT BETTY		0.07 AC SURF HACKERS CREEK	HACKERS CREEK	5	0064 00000000	582	261	
212460	2017	PTPOWER LLC		1/24 OF 100 AC COAL ONLY JESSE RUN	HACKERS CREEK	9999	0000 48550000	713	56	
212461	2017	PTPOWER LLC		2/3 OF 13.50 A COAL	HACKERS CREEK	9999	0000 76740000	713	56	
212463	2017	BLAZE MINERALS LLC		28 A COAL B SKIN CREEK	SKIN CREEK	9999	0000 12260000	669	602	
212464	2017	BLAZE MINERALS LLC		158 A COAL STONE COAL	SKIN CREEK	9999	0000 36360000	669	602	
212465	2017	BLAZE MINERALS LLC		126 AC COAL STONECOAL	SKIN CREEK	9999	0000 50160000	669	602	
212466	2017	PTPOWER LLC		1/24 OF 200 A COAL THREE LICK	SKIN CREEK	9999	0000 00463002	713	56	
212467	2017	PTPOWER LLC		1/36 OF 48.25 A COAL STONE COAL	SKIN CREEK	9999	0000 18263005	713	56	
212468	2017	WILLIAMS MAXINE L		1/8 OF 29.50 A COAL L SKIN CK	SKIN CREEK	9999	0000 20560000			
212469	2017	WILLIAMS MAXINE L		1/8 OF 33 A COAL L SKIN CREEK	SKIN CREEK	9999	0000 20660000			
212470	2017	HAYHURST ANTHONY J	MORRISON ANDY PAUL (2019)	LOT HIGH ST 50.0 X 153.0	WESTON COURTHOUS E CORP	9	0377 00000000	722	452	
212472	2017	RIFLE DAVID II		LOT WOODSELL ADDN 68.0X58.9X40.0X98.7X53. 0	WESTON COURTHOUS E CORP	8	0028 00000000	713	116	
212473	2017	APPALACHI A PROPERTY PRESERVAT ION LLC		LOT 164 GOULDS ADDN TO SHADY- BROOK SEC 3 EXT 120.0X40.0 VACANT	WESTON FREEMANS CREEK CORP	3	0185 00000000	688	439	
212474	2017	BURKHAM MER LINDSAY BROOKE & JERRY L		LOT WEST SECOND STREET 40.0X90-5	WESTON FREEMANS CREEK CORP	5	0122 00000000	567	492	

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
		BURKHAM MER								
212475	2017	GIBSON PAMELA J	BRUMLEY CHARLES DALIUS ESTATE (2019)	LOT 6 & PT LOT 7 CHID- WILSON ADDN 178- SX56.3X172.0X56.3	WESTON FREEMANS CREEK CORP	5	0019 00000000	311		
212477	2017	LEHOSIT CONNIE C		1/4 INT LOT 8 GOULD ADDN 140.5X70.0X162.7X72 -S	WESTON FREEMANS CREEK CORP	4	0047 00003004	WB3	440	
212478	2017	LEHOSIT EMIL F JR		1/4 INT LOT 8 GOULD ADDN 140.5X70.0X162.7X72 -S	WESTON FREEMANS CREEK CORP	4	0047 00003002	WB3	440	
212479	2017	LEHOSIT THOMAS C		1/4 INT LOT 8 GOULD ADDN 140.5X70.0X162.7X72 -S	WESTON FREEMANS CREEK CORP	4	0047 00003003	WB3	440	
212480	2017	MEALEY ZACHARY MICHAEL		PT LOT 4 CHID WILSON ADDN 39.0X153- SX39.0X162.0	WESTON FREEMANS CREEK CORP	5	0021 00000000	697	261	
212483	2017	THOMPSON JEANNINE GARTON		LOT 13 BLK 1 EAST WESTON ADDN 40.0X100.0 1/10 INT	WEST HACKERS CREEK CORP	10	0082 00003005	637	597	
212485	2018	KERNS CYNTHIA ANNE		78.20 A COAL CROOKED FK 1/252 INT	COURT HOUSE RURAL	9999	0000 60923019	WB4 6	180	
212486	2018	KERNS JAMES ANDREW		8.20 A COAL CROOKED FK 1/252 INT(2018) 78.20 A COAL CROOKED FK 1/252 INT (2020)	COURT HOUSE RURAL	9999	0000 60923020	WB4 6	180	
212487	2018	KERNS TIMOTHY SCOTT		78.20 A COAL CROOKED FK 1/252 INT	COURT HOUSE RURAL	9999	0000 60923018	WB4 6	180	
212488	2018	LAWRENCE LEONARD L	LAWRENCE KALA (2019)	0.172 AC W F RIVER 75X100	COURT HOUSE RURAL	1	0064 00010000	726	577	
212489	2018	LAWRENCE LEONARD L	LAWRENCE KALA (2019)	LOT 51 HOMEWOOD 41.3 X 100	COURT HOUSE RURAL	2	0092 00000000	726	577	
212493	2018	STEPHENS ON SUE BLEVINS		1/42 OF 78.20 A COAL CROOKED F	COURT HOUSE RURAL	9999	0000 60923002	WBL	431	

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212495	2018	FAHEY JOHN PATRICK		1/108 OF 97 A COAL FINK	FREEMANS CREEK RURAL	9999	0000 92733020	WB1 0	14	
212496	2018	FAHEY JOHN PATRICK		1/40 OF 9.71 A COAL W F RIVER	FREEMANS CREEK RURAL	9999	0000 92833020	WB1 0	14	
212497	2018	FAHEY JOHN PATRICK		31/3840 OF 8.50 A COAL LEADIN CREEK	FREEMANS CREEK RURAL	9999	0000 92933020	WB1 0	14	
212498	2018	FAHEY JOHN PATRICK		1/90 OF 107.25 A COAL BUCK RUN	FREEMANS CREEK RURAL	9999	0000 93033019	WB1 0	14	
212499	2018	FAHEY JOHN PATRICK		1/90 OF 16 A COAL BUCK RUN	FREEMANS CREEK RURAL	9999	0000 93133019	WB1 0	14	
212500	2018	FAHEY JOHN PATRICK		31/3840 OF 39.50 A COAL LEADIN CREEK	FREEMANS CREEK RURAL	9999	0000 93233019	WB1 0	44	
212501	2018	FAHEY JOHN PATRICK		1/90 OF 3.75 A COAL BUCK RUN	FREEMANS CREEK RURAL	9999	0000 93333019	WB1 0	14	
212502	2018	WAGNER RONALD E AGT		1/20 142.50 A COAL POLK CK	FREEMANS CREEK RURAL	9999	0002 22933016	AFF	0000	
212503	2018	DAVIS MARGARET ELAINE ARNOLD		1 A COAL HACKERS CREEK 1/9 INT	HACKERS CREEK RURAL	9999	0000 04943005	WB4	260	
212508	2018	DILLON DOROTHY		1/4INT LOT 8 GOULD ADDN 140.5X70.0X162.7X72-S	FREEMANS CREEK CITY	4	0047 00003001	WB3	440	
212512	2018	KNIGHT SHAWN P & ELLEN MARKS		PT LOT POLK CREEK 20.0X40.0 VACANT	FREEMANS CREEK CITY	3	0086 00000000	556	372	
212516	2018	THOMS A.Y.		1/12 INT PT LOTS 1-2-3 HALEVILLE 88-SX150.0X70-SX150.0	HACKERS CREEK CITY	4	0254 00003003	FID2	530	
212517	2018	THOMS LISA A		1/12 INT PT LOTS 1-2-3 HALEVILLE 88-SX150.0X70-SX150.0	HACKERS CREEK CITY	4	0254 00003002	FID2	530	
212518	2019	RICHARDS ON PATRICIA		1/90 OF 107.25 A COAL BUCK RUN	FREEMANS CREEK	9999	0000 93033018	WB1 0	14	

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212519	2019	ROCK ANNABELLE		1/25 OF 7.50 A COAL FINK	FREEMANS CREEK	9999	0003 20133010	LBF	2002	
212520	2019	WILLIAMS KENNETH		1/5 OF 5.05 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18233005	FID	268	
212521	2019	WILLIAMS KENNETH		1/5 OF 1 A COAL LEADING CK	FREEMANS CREEK	9999	0003 18333005	FID	268	
212522	2019	BARKER TUCKER WADE		1/4 INT LOT 8 AND PART OF LOT WILLIAM MCGANN LOTS WESTON 185.0X67.6X178-SX67.6	WESTON FREEMANS CREEK CORP	5	0018 00003002	FID	399	
212524	2020	BLAZE MINERALS LLC		1932 A COAL L KANAWHA 2/3 INT	COLLINS SETTLEMENT	9999	0000 27613002	605	369	
212525	2020	REXROAD DAVID R & LYNNE W		3/5 OF 1.10 A COAL CHERRY FK	COLLINS SETTLEMENT	9999	0000 71913002			
212526	2020	SCHUTZ SUSAN KATHERINE		1/144 OF 26.63 A OIL CANOE RUN	COLLINS SETTLEMENT	9999	0000 65013022	WB 3	566	
212527	2020	SCHUTZ SUSAN KATHERINE		5/576 OF 26.63 A GAS CANOE RUN	COLLINS SETTLEMENT	9999	0000 65013021	WB3	566	
212528	2020	ELEMENTAL RESOURCES LLC		52 AC COAL BED METHANE RUSH RUN	COURT HOUSE	9999	0000 04030000	714	25	
212529	2020	ELEMENTAL RESOURCES LLC		15.30 AC COAL BED METHANE RACCOON RUN	COURT HOUSE	9999	0000 08930000	714	25	
212530	2020	ELEMENTAL RESOURCES LLC		28.50 AC COAL BED METHANE HANNAH CAMP	COURT HOUSE	9999	0000 09030000	714	25	
212531	2020	ELEMENTAL RESOURCES LLC		10.50 AC COAL BED METHANE SAND FORK	COURT HOUSE	9999	0000 52830000	714	25	
212532	2020	ELEMENTAL RESOURCES LLC		25 AC COAL BED METHANE LIMESTONE	COURT HOUSE	9999	0000 66530000	714	25	

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212533	2020	ELEMENTAL RESOURCE S LLC		12 AC COAL BED METHANE MURPHY CREEK	COURT HOUSE	9999	0001 37730000	714	25	
212534	2020	ELEMENTAL RESOURCE S LLC		12.50 AC COAL BED METHANE MURPHY CREEK	COURT HOUSE	9999	0001 37830000	714	25	
212535	2020	ELEMENTAL RESOURCE S LLC		71.25 AC COAL BED METHANE LIMESTONE	COURT HOUSE	9999	0001 40830000	714	25	
212536	2020	ELEMENTAL RESOURCE S LLC		77.50 AC COAL BED METHANE BUTCHERS FORK	COURT HOUSE	9999	0001 47630000	714	25	
212537	2020	LONG DAVID J		116 A GAS GLADY FORK 7/288 INT	COURT HOUSE	9999	0000 26623010	WB4 7	724	
212538	2020	MIDDLETON MICHAEL TIMOTHY		1/1000 OF 219 A COG LAUREL RUN	COURT HOUSE	9999	0120 00000000			
212539	2020	ELEMENTAL RESOURCE S LLC		20 AC COAL BED METHANE POLK CREEK	FREEMANS CREEK	9999	0000 01540000	714	25	
212540	2020	ELEMENTAL RESOURCE S LLC		224.50 AC COAL BED METHANE 4/5 INT	FREEMANS CREEK	9999	0000 24540000	714	25	
212541	2020	ELEMENTAL RESOURCE S LLC		2/3 OF 4.89 AC COAL BED METHAN SASSAFRAS	FREEMANS CREEK	9999	0000 48940000	714	25	
212542	2020	ELEMENTAL RESOURCE S LLC		171 AC COAL BED METHANE LEADING CREEK	FREEMANS CREEK	9999	0000 67140000	714	25	
212543	2020	ELEMENTAL RESOURCE S LLC		12.75 AC COAL BED METHANE HORSE RUN	FREEMANS CREEK	9999	0001 13540000	714	25	
212544	2020	ELEMENTAL RESOURCE S LLC		23.75 AC COAL BED METHANE SASSAFRAS	FREEMANS CREEK	9999	0001 41140000	714	25	



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212545	2020	ELEMENTAL RESOURCE S LLC		142.50 AC COAL BED METHANE POLK CREEK 1/2 INT	FREEMANS CREEK	9999	0002 22940000	714	25	
212546	2020	ELEMENTAL RESOURCE S LLC		26.75 AC COAL BED MATHANE LEADING CREEK	FREEMANS CREEK	9999	0003 12540000	714	25	
212547	2020	ELEMENTAL RESOURCE S LLC		205 AC COAL BED METHANE	FREEMANS CREEK	9999	0003 26240000	714	25	
212548	2020	ELEMENTAL RESOURCE S LLC		39.22 AC COAL BED METHANE SASSAFRAS 2/3 INT	FREEMANS CREEK	9999	0003 92240000	714	25	
212549	2020	RAKE ABIGAIL		1/3 OF 2.25 A COAL FINK	FREEMANS CREEK	9999	0001 65233002	LBF		
212550	2020	RAKE ABIGAIL		1/3 OF 1.75 A COAL FINK	FREEMANS CREEK	9999	0001 67133003	LBF		
212551	2020	RAKE ABIGAIL		3/12 OF COAL VADIS	FREEMANS CREEK	9999	0001 66933003	LBF		
212552	2020	ELEMENTAL RESOURCE S LLC		27.75 AC COAL BED METHANE HILLY UPLAND	HACKERS CREEK	9999	0000 05350000	714	25	
212553	2020	ELEMENTAL RESOURCE S LLC		40 AC COAL BED METHANE SMITH RUN	HACKERS CREEK	9999	0000 46850000	714	25	
212554	2020	ELEMENTAL RESOURCE S LLC		72 AC COAL BED METHANE HACKERS CREEK	HACKERS CREEK	9999	0000 66150000	714	25	
212555	2020	ELEMENTAL RESOURCE S LLC		73 AC COAL BED METHANE SYCAMORE LICK 5/6 INT	HACKERS CREEK	9999	0000 68650000	714	25	
212556	2020	ELEMENTAL RESOURCE S LLC		39.50 AC COAL BED METHANE MCKINNEY RUN	HACKERS CREEK	9999	0000 71750000	714	25	
212557	2020	ELEMENTAL		20 AC COAL BED METHANE IN REDSTONE LAUREL LICK	HACKERS CREEK	9999	0000 90450000	714	25	

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		RESOURCE S LLC								
212558	2020	ELEMENTAL RESOURCE S LLC		15.58 AC COAL BED METHANE LAUREL LICK	HACKERS CREEK	9999	0004 44450000	714	25	
212559	2020	ELEMENTAL RESOURCE S LLC		17.78 AC COAL BED METHANE LAUREL LICK	HACKERS CREEK	9999	0005 45450000	714	13	
212560	2020	ELEMENTAL RESOURCE S LLC		10 AC COAL BED METHANE ABBOTS RUN	SKIN CREEK	9999	0000 01270000	714	25	
212561	2020	ELEMENTAL RESOURCE S LLC		20 AC COAL BED METHANE GOODWIN LAND	SKIN CREEK	9999	0000 02170000	714	25	
212562	2020	ELEMENTAL RESOURCE S LLC		30 AC COAL BED METHANE STONE COAL	SKIN CREEK	9999	0000 19470000	714	25	
212563	2020	ELEMENTAL RESOURCE S LLC		25.60 AC COAL BED METHANE HERSMAN RUN	SKIN CREEK	9999	0000 33170000	714	25	
212564	2020	ELEMENTAL RESOURCE S LLC		9.92 AC COAL BED METHANE ABBOTTS RUN	SKIN CREEK	9999	0000 33770000	714	25	
212565	2007	GARNET GAS CORP		1/180 OF 113 A COG TWO LICK	FREEMANS CREEK	9999	00041972000 0			Redeemed
212566	1900	Burnside John S 1900-1909 Burnside Stephen M 1909-1941 Stout Georgia A (Burnside) 1941-1990	Barnett Marilyn Jean 1990-2003 Barnett Wilbur D 2003-2015 Lott Lois A (Barnett) 2015-2024	0.0217015% Int 74 AC O&G Sand Fork	Freemans Creek					
212567	1896	Burnside C A 1896-1937	Burnside Audrey R 1975-1993	0.043372% Int 0.25 AC (1 rood) O&G Sand Fork	Freemans Creek					

CERT NO	YEAR SOLD	NAME1	NAME2	DESCRIPTION	DISTRICT	Map	Parcel	Deed Book	Page No	Status
		Conley Electa M 1937-1946 Burnside John G 1946-1958 Burnside John Ancel 1958-	Freeman Homer Edgar 1993 Freeman Yvonne 1993-2023							
212568	1896	Freeman C 1896- 1948 Freeman Frank 1948-1971 Freeman Homer Edgar 1971-1993	Freeman Yvonne 1993-2023	0.37037% Int 0.25 AC (1 road) O&G Sand Fork	Freemans Creek					
212569	1937	Woofter Emma Heirs 1937- 1998	Simon Joyce McMaster 1999-2024	1.785714% Int 14.5 AC O&G Freemans Creek	Freemans Creek					
212570	1937	Woofter Emma Heirs 1937- 1998	Simon Joyce McMaster 1999-2024	1.785714% Int 92.5 AC O&G Freemans Creek	Freemans Creek					



# Lewis County Sheriff's Department



D.B. Gosa , Sheriff

117 Court Ave, Weston, WV 26452  
Phone: (304) 269-8251

Email: [dgosa@lewiscountywv.org](mailto:dgosa@lewiscountywv.org)  
Fax: (304) 269-2644

September 03, 2024

**To:** Lewis County Commission

**From:** Sheriff D.B. Gosa

**Re:** New Mobiles and Portables

Dear Lewis County Commission,

The Lewis County Sheriff's Office is respectfully requesting financial assistance with the purchase of new radios and portables. The current radios and portables being used by the Sheriff's Office are approximately 15 years old and at times we have severe communication errors. A copy of the estimate for the radios and portables that the Sheriff's Office needs is attached, Approximately (240,902.72) is the amount needed for this purchase. We are asking for funding through the Opioid account or any account that would be available for financial assistance.

Respectfully,

A handwritten signature in blue ink that reads "D.B. Gosa".

Sheriff D.B. Gosa  
Lewis County Sheriff's Office



*Jim Justice*  
*Governor of West Virginia*

August 14, 2024

Lewis County Commission  
110 Center Avenue  
Weston, WV 26452

Re: All County Fire Protection Funding

Commissioners:

During the most recent Regular Session, we passed HB 5128, which I proudly signed into law. This legislation sets aside \$3,000,000 to the All County Fire Protection Fund and is a huge win for our courageous firefighters.

These funds are to be distributed in relative proportion to each county's population as a percentage of the entire state's population. This percentage is then used to allocate the county's portion of the \$3,000,000 fund.

I am pleased to announce the first allocation of these funds for 2024. Your county should be receiving \$27,964.98 as part of the All County Fire Protection Fund distribution.

The legislation requires my office to distribute these funds directly to County Commissions. County Commissions are further required to distribute these funds to fire departments in those counties for the exclusive benefit of fire protection or emergency services in the county.

A second allocation of funds will be distributed in the near future to counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services.

Sincerely,



Jim Justice  
Governor

TOTAL OF INVOICE(S): \$27,964.98

VENDOR CODE: 000000211996

DATE: 08/30/2024

CHECK  
DESCRIPTION

INVOICE  
NUMBER

NET  
AMOUNT

ALL COUNTY FIRE PROTECTION FUNDING - LEWIS CO

EMDACF202521

\$27,964.98

Unless the VC code starts with MV, log on Vendor Self Service at [www.wvoasis.gov](http://www.wvoasis.gov). If you need additional payment detail, Please contact MELISSA OLIVER, 304-414-7619X0000.

Learn more about the launching of your new State-wide accounting system (wvOASIS), visit us at [www.wvoasis.gov](http://www.wvoasis.gov)

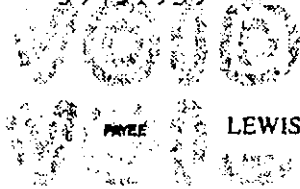
REMOVE DOCUMENT ALONG THIS PERFORATION

CTL# 39431939

THIS WARRANT HAS MULTIPLE SECURITY FEATURES TO DETER FRAUD AND COUNTERFEITING  
AND UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

State of West Virginia

STATE WARRANT . 1007198121



LEWIS CO COMMISSION

08/30/2024

\*\*\*\*\*\$27,964.98\*\*



WEST VIRGINIA TREASURY

*Riley A. ...*  
STATE TREASURER

*John B. ...*  
STATE AUDITOR

⑈ 1007198121 ⑈

⑈ 051902322 ⑈

5270537822 ⑈



# Lewis ~ Gilmer E-911

## Addressing

201 Orchard St • Weston, WV 26452

Telephone 304-269-6567

E-911

Addressing

TTY 304-269-8243 or 304-462-7306 • Fax 304-269-8203

September 17, 2024

Dear Commissioners,

The Addressing office was received a request for an address off of a connected driveway on Gladly Fork Rd. This driveway already had 6 addresses associated with this road. This happened due to expansion and changed plans in driveways which ended up resulting in numbers toward the end of that road being out of order.

The supplied road name choices are

1. Deer Crossing (Road or Lane)
2. Bear Haven (Road or Lane)
3. Deer Haven (Road or Lane)
4. Hill Top Haven Lane

An additional suggestion of Veterans Drive was made by Telephone later by Mr. Arnold. The reason road, or lane are different is that the suffix choice wasn't made on the original form.

All choices are valid and do not have duplicates. It was expressed to me by Treyson Crowl that the choices were in order of their preference on that road. Everyone Required to sign have signed off on the road naming.

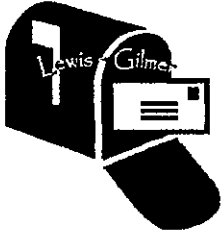
Respectfully Submitted

Steve Money penny

Encr







# Lewis ~ Gilmer E-911

## Addressing

201 Orchard St • Weston, WV 26452  
Phone 304-269-6567

E-911 Addressing

APPLICATION FOR NEW ROAD NAME / NAME CHANGE

TTY 304-269-8243 or 304-269-7306 • Fax 304-269-8203

Community: Weston Zip Code: 26,452 Route #: N/A

CURRENT ROAD NAME: None

ROAD LOCATION: 250 Gladly Fork Rd

DRIVING DIRECTIONS: FROM US HWY 33 E AT GARTON PLZ GO 3.6 MILES TURN R  
ONTO GLADY FORK RD GO 0.2 MI TURN R

*Rd or lane*

ROAD NAME CHOICES IN ORDER OF PREFERENCE (Please READ road naming criteria)	
1. <u>Deer crossing</u>	3. <u>Deer haven</u>
2. <u>Bear Haven</u>	4. <u>Hilltop Haven lane</u>

Lewis-Gilmer Addressing reserves the right to refuse any names that do not meet the adopted county ordinance.

### Liaison Information

Expires 30 Days from date issued.

NAME: Trey Crowl TELEPHONE: 304-439-0606

ADDRESS: 286 Gladly Fork Rd CITY: Weston STATE: WV ZIP: 26,452

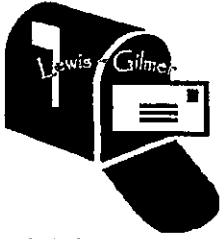
Signature: Trey Crowl Date: 8/28/2024

Before signing please verify that this form is complete and correct to the best of your knowledge.

### For Office Use Only

REQUEST TYPE <input checked="" type="radio"/> Private Road <input type="radio"/> Public Road <input type="radio"/> OTHER _____	<input checked="" type="radio"/> NEW ROAD NAME <input type="radio"/> ROAD NAME CHANGE
APPLICATION RECEIVED <u>  </u> / <u>  </u> / <u>20</u>	Signature _____

Date 8/16/2024



# Lewis ~ Gilmer E-911

## Addressing

201 Orchard St • Weston, WV 26452

Phone 304-269-6567

E-911 Addressing

### OWNER / RESIDENT INFORMATION PAGE

TTY 304-269-8243 • 304-463-7306 • Fax 304-269-8203

If you will need additional space for resident information please copy this page.

ROAD NAME CHOICES IN ORDER OF PREFERENCE (must match choices on page 2) Rd or lane

1. <u>Deer crossing</u>	3. <u>Bear Haven</u>
2. <u>Deer Haven</u>	4. <u>Hilltop Haven Lane</u>

me for any of them!

NAME Marlin & Marcella Linger

MAILING ADDRESS 250 Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE 304, 203 - 8259

SIGN Marcia Linger DATE 8/14/24

NAME Brandy & Terry Crowl

MAILING ADDRESS 286 Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE (412) 710 - 2777

SIGN Brandy Crowl DATE 8/14/24

NAME Gary Biala

MAILING ADDRESS 234 Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE ( )

SIGN Gary Biala DATE 8-14-24

NAME Ernie & Lisa Arnold

MAILING ADDRESS 252 Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE 304, 203 - 2736

SIGN Ernie Arnold DATE 8/14/2024

NAME Terry Crowl

MAILING ADDRESS 208 Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE (681) 495 - 4392

SIGN Terry Crowl DATE 8/26/24

NAME Bill & Sara Stalnaker

MAILING ADDRESS Gladly Fork Rd

CITY Weston ST WV ZIP 26452

TELEPHONE 304, 269 - 5634

SIGN Bill Stalnaker DATE 8-26-24

Date 8/16/2024



**Community Development Block Grant  
(CDBG)**

**Grant Amendment 1**

**West Virginia Department of Economic Development**  
1900 Kanawha Blvd. East  
Building 3, Suite 700  
Charleston, WV 25305

Subrecipient Information		State Accounting Information	
Name:	Lewis County Commission	Major Program:	CDBG
Address:	110 Center Avenue Weston, West Virginia 26452	Program:	CDBG GRANTS
FEIN:	55-6000338	Oasis Grant Award Number:	22*779
DUNS:	803418045	Oasis Vendor Number:	211994

Grant Amendment #1 Description
This amendment will extend the period of performance for project completion.

Federal Award Information		Pass-through Award Information	
Federal Awarding Agency:	Department of Housing and Urban Development (HUD)	Pass-through Awarding Agency:	Economic Development, West Virginia Department of
CFDA Number and Name:	14.228 – Community Development Block Grant	Subaward Project Number:	20CDBG0009
R&D Award	No	Period of Performance:	07/01/2021 - 06/30/2025
<b>PY2020 Funds</b>		<b>PY2020 Funds – PPC-B20</b>	
FAIN.....	B20DC540001	Funds Obligated by This Action.....	\$ 0.00
Federal Award Date.....	04/13/2021	Total Funds Obligated.....	\$2,000,000.00
Total Federal Funds Available.....	\$14,258,806.00	Total CDBG Funds Committed to Project...	\$2,000,000.00

Notice of Grant Award
This funding is provided under Title I of the Housing and Community Development Act of 1974 under regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject the State of West Virginia's CDBG Policies and Procedures Manual and all program guidelines.

Terms of Acceptance	
By accepting funds under this Agreement, the subrecipient agrees to comply with all terms and conditions in this Agreement; all assurances and certifications made in the Agreement; and all applicable federal statutes, regulations, and guidelines. The subrecipient agrees to administer the funded program in accordance with the Agreement and budget(s), supporting documents, and other representations made in support of the Agreement.	
<b>For the Pass-Through Entity:</b>	<b>For the Subrecipient:</b>
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Date	Date
_____	_____
Jennifer Ferrell, Director, WVCAD	_____
Print Name / Title	Print Name / Title
_____	_____
304-558-2234	_____
Phone	Phone
_____	_____
Jennifer.L.Ferrell@wv.gov	_____
Email	Email



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Lewis-Gilmer 911  476 US Route 19 North Weston, WV 26452	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 03-28-2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 007 Date: 08-28-2024
<b>OWNER:</b> <i>(Name and address)</i> County Commission of Lewis County 110 Center Avenue Weston, WV 26452	<b>ARCHITECT:</b> <i>(Name and address)</i> Silling Associates, Inc.	<b>CONTRACTOR:</b> <i>(Name and address)</i> Danhill Construction Company PO Box 685 Gauley Bridge WV 25085

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Asphalt Regrading - See attached Change Order Proposal #11R1-EOC in the amount of \$87,012.37

The original Contract Sum was	\$ 6,038,942.00
The net change by previously authorized Change Orders	\$ 64,754.63
The Contract Sum prior to this Change Order was	\$ 6,103,696.63
The Contract Sum will be increased by this Change Order in the amount of	\$ 87,012.37
The new Contract Sum including this Change Order will be	\$ 6,190,709.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

		
ARCHITECT <i>(Signature)</i>	CONTRACTOR <i>(Signature)</i>	OWNER <i>(Signature)</i>
BY: Jeremy Jones, AIA Project Architects <i>(Printed name, title, and license number if required)</i>	BY: Danhill Construction Company <i>(Printed name and title)</i>	BY: Lewis County Commission <i>(Printed name and title)</i>
8.28.24 Date	8-28-24 Date	

---

Client: LG 911 - Change Order Proposal #11R1 - EOC  
Asphalt Regrading  
Property: 476 US Route 19 North  
Weston, WV 26452

Operator: JUSTIN\_D

Estimator: Justin Dozier  
Company: Danhill Construction Company  
Business: P.O. Box 685  
Gauley Bridge, WV 25085

Cellular: (304) 663-9065  
E-mail: justin.  
dozier@danhillconstruction.  
com

Type of Estimate:

Date Entered: 7/30/2024

Date Assigned:

Price List: WVFA8X\_JUL24

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2024-07-30-0845

2024-07-30-0845

**General Requirements (DHC)\***

CAT	SEL	ACT DESCRIPTION		REMOVE	REPLACE	TAX	TOTAL
		CALC	QTY				
1. FEE	TIPF		+ Bonds (2%)				
		0.02	0.02 EA [*]	0.00+	86,936.41 =	0.00	1,738.73
2. FEE	TIPF		+ General Contractor's - General Liability Insurance (1%)				
		0.01	0.01 EA [*]	0.00+	86,936.41 =	0.00	869.36
<b>Totals: General Requirements (DHC)*</b>						<b>0.00</b>	<b>2,608.09</b>

**Project Management (DHC)\***

CAT	SEL	ACT DESCRIPTION		REMOVE	REPLACE	TAX	TOTAL
		CALC	QTY				
3. LAB	ADMIN		+ Project Management & Coordination				
		0	0.00 HR [*]			0.00	0.00
Project Management and Coordination - No Charge							
<b>Totals: Project Management (DHC)*</b>						<b>0.00</b>	<b>0.00</b>

**Supervision (DHC)\***

CAT	SEL	ACT DESCRIPTION		REMOVE	REPLACE	TAX	TOTAL
		CALC	QTY				
4. LAB	SUPERC		I On-Site Supervision and Coordination				
		40	40.00 HR	0.00+	72.43 =	0.00	2,897.20
On-Site Supervision and Coordination: - Coordinate and supervise Subcontractor for added scope of work. - Quality Control and Quality Assurance of added scope of work. - Provide layout for added scope of work. - Provide elevations (survey) of added scope of work to ensure positive drainage.							
5. FEE	TIPF		+ General Contractor's Overhead & Profit (15%)				
		0.15	0.15 EA [*]	0.00+	2,897.20 =	0.00	434.58
<b>Totals: Supervision (DHC)*</b>						<b>0.00</b>	<b>3,331.78</b>

**Separation Fabric (DHC)\***

CAT	SEL	ACT DESCRIPTION				
	CALC	QTY	REMOVE	REPLACE	TAX	TOTAL
6. LND	LFB	M Material Only Separation Fabric (Material)				
	1000	1000.00 SY [*]	0.00+	0.65 =	0.00	650.00
7. LND	LFB	I Install Separation Fabric (Installation)				
	1000	1000.00 SY	0.00+	0.50 =	0.00	500.00
8. FEE	TIPF	+ General Contractor's Overhead & Profit (15%)				
	0.15	0.15 EA [*]	0.00+	1,150.00 =	0.00	172.50
<b>Totals: Separation Fabric (DHC)*</b>					<b>0.00</b>	<b>1,322.50</b>

**Excavation, Earthwork and Paving (Parrotta)**

\*

CAT	SEL	ACT DESCRIPTION				
	CALC	QTY	REMOVE	REPLACE	TAX	TOTAL
9. EXC	AGP	+ Excavation, Earthwork and Paving (Parrotta Paving)				
	1	1.00 EA [*]	0.00+	72,500.00 =	0.00	72,500.00
Scope of Work:						
- Removal of Approximately 9500 SF						
- Mobilization of equipment and materials to jobsite.						
- Remove and haul away approximately 12" of material.						
- Compact subgrade.						
- Stone and Asphalt - Approximately 9,500 SF						
- Mobilization of equipment and materials to jobsite.						
- Install 8" of type 1 stone in 2 - 4" lifts and compact.						
- Install 3.5" asphalt base course type 2 commercial.						
10. FEE	TIPF	+ General Contractor's Overhead & Profit (10%)				
	0.10	0.10 EA [*]	0.00+	72,500.00 =	0.00	7,250.00
<b>Totals: Excavation, Earthwork and Paving (Parrotta)*</b>					<b>0.00</b>	<b>79,750.00</b>
<b>Line Item Totals: 2024-07-30-0845</b>					<b>0.00</b>	<b>87,012.37</b>

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**Summary**

Line Item Total	87,012.37
Replacement Cost Value	<u>\$87,012.37</u>
Net Claim	<u><u>\$87,012.37</u></u>

*Justin Dozier* 8/2/2024  
Justin Dozier





**(304) 292-0905**

**Morgantown, WV**

**Parrotta Paving Co. Inc.**  
P.O. Box 1259 | Dellslow, WV 26531  
Contractors License #WV 001946

Office 304.292.0905 | Fax 304.292.8885  
Web ParrottaPaving.com

Prepared By Dominick Parrotta  
Email domp@parrottapaving.com

## SPECS AND ESTIMATES

---

We hereby submit specs and estimates for:

Lewis-Gilmer County 911 Call  
Center

---

### Item 1

Removal of Approx. 9500 sq. ft

- Mobilization Of Equipment And Materials To Jobsite.
- Remove and haul away approx. 12 inches of material
- Compact Subgrade

Stone and Asphalt – Approx. 9500 sq. ft

- Mobilization Of Equipment And Materials To Jobsite.
- Install 8" of type 1 stone in 2 4" lifts and compact
- Install 3.5" Asphalt Base Course type 2 compacted

Cost \$ 72,500.00

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Randall Parrotta

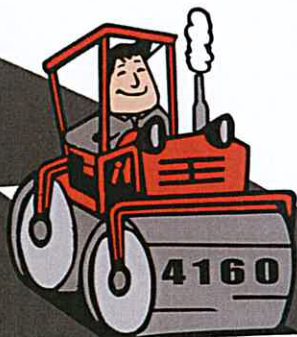
7/29/2024

Randall Parrotta, President  
Parrotta Paving Co. Inc.

Date

Following are the clauses that go along with the attached quote for: Lewis – Gilmer County 911 Center

- Price does not include a 2% B&O tax or any permit fees
- Price does not include any layout or compaction testing
- Price is based on a non prevailing wage rate
- Materials prices are based on index as of July 29,2024. Both index and pricing are subject to change as per petroleum price fluctuations. (As per our material Supplier)



## Danhill Construction Company

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Client: LG911 - COP #12 - Additional Gas Line Work  
Property: 476 US Route 19 N  
Weston, WV

Operator: JUSTIN\_D

Estimator: Justin Dozier  
Company: Danhill Construction Company  
Business: P.O. Box 685  
Gauley Bridge, WV 25085

Cellular: (304) 663-9065  
E-mail: justin.  
dozier@danhillconstruction.  
com

Type of Estimate:

Date Entered: 9/3/2024

Date Assigned:

Price List: WVFA8X\_SEP24

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2024-09-03-1319

# Danhill Construction Company

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2024-09-03-1319

## General Requirements (DHC)\*

---

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
1. FEE	TIPF	+ Bonds (2%)				
	0.02	0.02 EA [*]	0.00+	25,322.41 =	0.00	506.45
2. FEE	TIPF	+ Insurance (1%)				
	0.01	0.01 EA [*]	0.00+	25,322.41 =	0.00	253.22
<b>Totals: General Requirements (DHC)*</b>					<b>0.00</b>	<b>759.67</b>

## Project Management (DHC)\*

---

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
3. LAB	ADMIN	+ Project Management & Coordination				
	10	10.00 HR [*]	0.00+	70.00 =	0.00	700.00
4. FEE	TIPF	+ General Contractor's Overhead & Profit (15%)				
	0.15	0.15 EA [*]	0.00+	700.00 =	0.00	105.00
<b>Totals: Project Management (DHC)*</b>					<b>0.00</b>	<b>805.00</b>

## Supervision (DHC)\*

---

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
5. LAB	SUPERC	I On-Site Supervision & Coordination				
	10	10.00 HR [*]	0.00+	65.00 =	0.00	650.00
6. FEE	TIPF	+ General Contractor's Overhead & Profit (15%)				
	0.15	0.15 EA [*]	0.00+	650.00 =	0.00	97.50
<b>Totals: Supervision (DHC)*</b>					<b>0.00</b>	<b>747.50</b>

## Additional Gas Line Work (Hranec)\*

---

**Danhill Construction Company**

---

CAT	SEL	ACT DESCRIPTION		REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY					
7. PLM	AGP		+ Additional Gas Line Work (Hranec)				
	1	1.00 EA	[*]	0.00+	20,938.51 =	0.00	20,938.51
8. FEE	TIPF		+ General Contractor's - Overhead & Profit (10%)				
	0.10	0.10 EA	[*]	0.00+	20,938.51 =	0.00	2,093.85
<b>Totals: Additional Gas Line Work (Hranec)*</b>						<b>0.00</b>	<b>23,032.36</b>
<b>Line Item Totals: 2024-09-03-1319</b>						<b>0.00</b>	<b>25,344.53</b>

Summary

Line Item Total	25,344.53
Replacement Cost Value	\$25,344.53
Net Claim	\$25,344.53

*Justin Dozier* 9/3/2024  
Justin Dozier



Visit us online at: [www.hranec.com](http://www.hranec.com)

Phone: (724) 437-2211  
 Fax: (724) 437-2233

# Change Order Form

Date Submitted

Customer: Danhill Construction	P.M. Name: Cyle Swink
Contact: Justin Dozier	Project #: PS23000
Job Name: 911 Call center	C.O. # 1

Additional Gas line work associated with the new drawings provided on 7/10/24 these included P1-1, P2-2 and P2-3.

Item #	Description	Qty	Add / Deduct	Cost Each	Total
1	Drafting Labor	2	Add	\$ 101.03	\$ 202.06
2	Field Demolition Labor	16	Add	\$ 101.03	\$ 1,616.48
3	Field Pipe Labor	120	Add	\$ 104.46	\$ 12,535.20
4	Pipe Materials	1	Add	\$ 3,000.00	\$ 3,000.00
5	Pipe Support Materials	1	Add	\$ 500.00	\$ 500.00
6	Generator Regulator	1	Add	\$ 715.65	\$ 715.65
7	Administration Cost	1	Add	\$ 50.00	\$ 50.00
8	Warehouse/Loading	1	Add	\$ 50.00	\$ 50.00
9	WV B&O Tax	1		\$ 84.31	\$ 84.31
10	Bond	1		\$ 281.31	\$ 281.31

C.O. STATUS = This change will impact the job schedule and adds extension of time to the contract's current completion date.

10 % Markup: \$1,903.50

Total Change Amount: \$20,938.51

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# In House Budget Revision

FY: 24/25

IH- -24	County Clerk Use Only
---------	-----------------------

DATE OF REQUEST:	August 29, 2024
DEPARTMENT BUDGET:	Courthouse

I hereby officially request that the following department line item transfers be made to my budget:

ACCT #	ACCT NAME	INCREASE AMOUNT	DECREASE AMOUNT
001.424.237.0	Crthse-Municipal Fees	\$140.00	
001.424.215.1	Crthse-R&M Bldg & Grnds		\$140.00
<b>TOTALS</b>		<b>\$ 140.00</b>	<b>\$140.00</b>

	<i>Signature of Elected Official or Authorized Person</i>

<b>APPROVED BY COUNTY COMMISSION</b>	
<i>Affix Initials</i>	
Yes	No
Robert S. Stewart III Agnes G. Queen Roderick B. Wyman	_____ _____ _____

	Date Approved:





CITY OF WESTON  
 102 WEST SECOND STREET  
 WESTON, WV 26452  
 304-269-6141

# Municipal Service Fees

Date	Invoice #
7/1/2024	105025
Due Date	Account #
12/31/2024	
<b>Total Fees This Year \$3,740.00</b>	

Bill To
LEWIS COUNTY COMMISSION/BLUE PRINT COMMUN 110 CENTER AVENUE WESTON, WV 26452

Municipal Fee	Description	Amount
Fire Protection Fee - NR	JUDICIAL BUILDING Fire Protection Fee for a unit which is not residential and which is in city limits. Fee covers service at this residence July 1, 2024 - June 30, 2025  The total revenues generated by Fire Fees (including First Due Fire Fees) are expected to cover 96.59% of the total cost of running the City of Weston Fire Department.	250.00
Police Protection Fee - NR	Police Protection Fee for a unit which is not residential and which is in city limits. Fee covers service at this residence July 1, 2024 - June 30, 2025.  The total revenues generated by the Police Protection Fee are expected to cover 10.88% of the total cost of running the City of Weston Police Department.	62.00
Street Light Fee - NR	Street Light Fee for a unit which is residential and which is in city limits. Fee covers part of utility bill related to street lights in the city July 1, 2024 - June 30, 2025.  The total revenues generated by the Street Light Fee are expected to cover 85.34% of the total cost of utilities for street lamps in the City of Weston.	62.00

Keep upper portion for your records

Return lower portion with your payment.

Make checks payable to the City of Weston.  
 You can pay online at [cityofwestonwv.com/pay](http://cityofwestonwv.com/pay)  
 You can pay over the phone by calling 304-269-6141  
 If you need more time, you may set up a payment plan. Please call to discuss your options.

If "Customer Total Balance" is higher than "Balance Due" on this invoice, you may have other invoices outstanding with the City of Weston. Please call to make payment arrangements or discuss other options.

All payments will be applied to oldest invoices first.

<b>Total</b>	\$3,740.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$3,740.00
<b>Customer Total Balance</b>	\$3,740.00

Unpaid accounts may be sent to a collections agency, have liens placed against the property for which the fee is not paid, and/or be subject to all legal actions permitted by West Virginia State Code.



September 9, 2024

Mr. Robert Stewart III, President  
Lewis County Commission  
110 Center Avenue  
Weston, West Virginia 26452

Dear Mr. Stewart:

Subject: Proposal for Professional Services  
EPA Brownfield Community-Wide Assessment Grant Application  
CEC Project 345-878

Civil & Environmental Consultants, Inc. (CEC) presents this proposal to provide professional services to the Lewis County Commission (Commission) to support the development and submittal of a United States Environmental Protection Agency (EPA) Brownfield Community-Wide Assessment Grant Application for fiscal year 2025. This proposal has been prepared based upon our virtual meeting on September 5, 2024.

## **1.0 BACKGROUND**

CEC understands the Commission is considering applying for an EPA Brownfield Community-Wide Assessment Grant for fiscal year 2025. The Commission is currently administering their 2022 Brownfield Community-Wide Assessment Grant and have identified additional properties for assessment. Therefore, there is a need for additional funding, which the Commission would like to seek, through the EPA Brownfield Community-Wide Assessment Grant. The following proposal presents our purpose, scope of services, project fees, and schedule.

## **2.0 PURPOSE**

The purpose of the development of the Brownfield Grant Application is to provide the Commission with an application that they may use to apply for additional funding through the EPA. CEC will provide support for the grant application development.

## **3.0 SCOPE OF SERVICES**

CEC will perform the following scope of services in order to meet the purpose of this proposal.

### **3.1 Weekly Progress Meetings**

CEC will conduct one (1), 1-hour progress meeting with the Commission until submittal of the draft application to the Northern WV Brownfields Assistance Center (BAC). An additional progress meeting will be held after the BAC returns the application with comments.

### 3.2 Application Development

CEC will support the development of an EPA FY25 Brownfield Community-Wide Assessment Grant application for submittal by the Commission. These services may include, but are not limited to the following items:

- Background research and literature review;
- Site selection;
- Project costing estimation;
- Drafting, review and compilation of grant narrative, budget and attachments for submission.

CEC has included time and materials for one (1) revision to the application in the cost estimate.

### 4.0 **PROJECT FEES**

CEC will undertake this assignment on a time and material basis for an estimated fee of **\$11,700**.

Invoicing of professional services will be at 2.1 times labor cost. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost, plus a 12% administrative fee, and are included in our estimated fee.

Our Schedule of Terms and Conditions, which apply to the proposed services, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

CEC understands the following project assumptions:

- The application will be submitted by the Commission using their grants.gov account.
- CEC will rely on the Commission for updated population data, job creation estimates, updates on existing projects throughout the community, identification of community partners, and grant budget estimates.
- The Commission will obtain letters of support.
- The Commission is responsible for providing the Threshold Criteria Responses.

### 5.0 **SCHEDULE**

We anticipate being able to provide the EPA FY25 Brownfield Community-Wide Assessment application to you by November 6<sup>th</sup>, 2024. Conducting this project is contingent upon CEC receiving information from the Commission and receiving the reviewed application from the BAC in a timely manner.


Mr. Robert Stewart III – Lewis County Commission  
CEC Project 345-878  
Page 3  
September 9, 2024

## 6.0 CLOSING

We appreciate the opportunity to be of continuing service to you. Please call either of us if you have questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

  
Brittany R. Hedrick, CPSS, WV LRS  
Project Manager I

  
Eddie Carder  
Senior Project Manager

## 1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

## 2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

## 3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

## 4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903), Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)), as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

## 5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

## 6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

## 7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

## 8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:  
PNC Bank, Pittsburgh, PA 15222  
PNC Bank Routing #043000096  
CEC Account #2272405  
SWIFT & BIC Code: PNCCUS33  
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):



Civil & Environmental Consultants, Inc.  
P.O. Box 644246  
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2 Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

#### 9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

#### 10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

#### 11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

#### 12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

#### 13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

#### 14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

#### 15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

#### 16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

#### 17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

#### 18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

#### 19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14(Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS