COUNTY COMMISSION OF LEWIS COUNTY

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Weston WV 26452
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COMMISSIONERS:
Agnes Queen, President
Bobby Stewart, Commissioner
Chad Westfall, Commissioner

LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, AUGUST 25, 2026

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

10:05 AM **Courtney Wheeling, WVWC:** Courtney Wheeling, Administrative Coordinator, to present information on the Certificate in Addiction Counseling (CAC) Program offered at West Virginia Wesleyan College. (*information only*)

CORRESPONDENCE

3. **Upshur County Commission Meeting Agenda:** The August 20, 2026 Upshur County Commission meeting was cancelled. The next scheduled meeting will be on August 27, 2026. *(information only)*
4. **State of West Virginia Division of Corrections & Rehabilitation:** Lewis County received the Regional Jail Tax distribution for the period of July 1, 2025 to June 30, 2026 in the amount of $32,575.98. The total for the previous reporting period of June 01, 2024 to June 30, 2025 was $31,612.94. (*information only)*
5. **Lewis County Circuit Court:** July 23, 2026 Order allowing the Lewis County Commission to forego the bid process under the State of Emergency. (*information only)*
6. **Procurement Under Grants:** Flood Recovery (*information only)*
7. **U.S. Small Business Administration:** Fact Sheet on Disaster Loans. Flood Recovery (*information only)*
8. **FEMA Disaster Assistance:** Flood Recovery (*information only)*
9. **WV Department of Transportation, Division of Highways:** Emergency Debris Storage. Flood Recovery (*information only)*
10. **Servpro Commercial Emergency Work Authorization:** Flood Recovery (*information only)*
11. **Sunbelt Rentals:** Flood Recovery (*information only)*
12. **Waste Management:** Meadowfill Landfill. Flood Recovery (*information only)*

13. **Shentel Business:** Flood Recovery (*information only)*
14. **Temporary Disaster Recovery Site:** Flood Recovery (*information only)*
15. **Independent Contractor Agreement:** Debristech. Flood Recovery (*information only)*
16. **Independent Contractor Agreement:** 5J Services. Flood Recovery (*information only)*
17. **Memorandum of Understanding:** Law Enforcement Security Services at Disaster Recovery Locations. (*information only)*
18. **Lewis County Commission Request for Quotations:** Debris Hauling Services. Flood Recovery (*information only)*
19. **Emergency Debris Hauling Service Agreement:** Shriver Trucking. Flood Recovery (*information only)*
20. **Emergency Debris Hauling Service Agreement:** Doss Enterprise LC. Flood Recovery (*information only)*
21. **Emergency Debris Hauling Service Agreement:** SDR. Flood Recovery (*information only)*
22. **Emergency Debris Hauling Service Agreement:** Hardman Trucking. Flood Recovery (*information only)*
23. **Lewis County Senior Center:** Christy Mills, Director of the Lewis County Senior Center, submits a request to Delegate Adam Burkhammer for $200,000.00 to assist with the rebuilding and restoring of the Lewis County Senior Center. (*information only)*
24. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Flood update. (*information only)*

BUSINESS

25. **Public Notice of Proposed Poling Change Location**: County Clerk, Becky Carder, submits a request for Public Notice of Proposed Poling Change Locations. Due to recent flooding, Precinct 9 (Board of Education Building) and Precinct 10 (RLBMS Vocational Building) will be unavailable for use. The proposed location for both precincts is Weston Volunteer Fire Department. (*action required*)
26. **Review of Last Will and Testament for Probate:** County Clerk, Becky Carder, presents a Last Will and Testament for Charles William Curry, Jr., to the Commission for review and action on possible entry for probate. (*action required*)
27. **West Virginia Office of Emergency Medical Services:** The WV HB 5168 Survey is submitted to the Commission for review and approval. (*action required)*
28. **Software Systems Incorporated:** New maintenance contracts for July 1, 2026 through June 30, 2027 are presented to the Commission for approval. (*action required)*
29. **Request for Bid Approval:** Ray Smith, Lewis County EDA Director, requests to advertise to obtain bids for the work needed to determine location and depth for sewer line for the creation of the access road parallel to Hope Station Road. (*action required*)
30. **Retirement Announcement:** Barbara Winans, Lewis County Commission Maintenance Staff Member, announces her retirement as of August 31, 2026. (*action required)*
31. **Lewis County Administrator Request to Advertise:** Tina Helmick, Lewis County Administrator, requests to advertise for two maintenance vacancies due to the retirement of Dave Reed and Barbara Winans. (*action required)*
32. **Circuit Clerk Office Resignation:** Tamara Skidmore submits a letter of resignation. *(action required)*
33. **Circuit Clerk Request to Advertise:** Beth Burkhart requests to advertise for a vacancy in the Circuit Clerk's Office. (*action required*)

34. **Consideration of Meeting Cancellation:** The Commission will consider the cancellation of the September 8, 2026 and September 15, 2026 meetings due to lack of quorum. (*action required)*
35. **Time Sheets, Leave Requests and Annual Leave Transfers:** Amber Kelly (*action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

36. **Actions of the Clerk:** County Clerk Becky Carder presents actions of the clerk in recess of 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)*
37. **Approval of Estates:** County Clerk Becky Carder 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)*
38. **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)*
39. **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:

40. **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

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

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

May 7, 2026 - Bid opening, review, and potential award of an Elevator Modernization Project at the Courthouse Annex.

Next Regular Meeting of the Upshur County Commission
August 27, 2026 --- 9:00 a.m.
Upshur County Courthouse Annex
The Commission Meeting scheduled for August 20, 2026 has been cancelled.

Outlook

Regional Jail Tax

From afarnsworth lewiscountywv.org <afarnsworth@lewiscountywv.org>
Date Mon 8/17/2026 1:17 PM
To Tina Helmick <thelmick@lewiscountywv.org>; Amber Kelly <akelly@lewiscountywv.org>

Hi, we just received the Regional Jail Tax for the time period of 7/1/25 to 6/30/26 in the amount of $32,575.98. The last one we received was 7/28/25 for 7/1/24 to 6/30/25 in the amount of $31,612.94. Can you please add to one of the next agendas?
Thanks!

Amanda Farnsworth
Lewis County Assistant Chief Tax Deputy
110 Center Ave
Weston, WV 26452
Phone 304-269-8222
Fax 304-269-8698

/s/ Jacob E. Reger
Circuit Court Judge
Ref Code: 26HOY0UWX

FILED | 7/31/2026 8:28 AM
CC-21-2026-P-37
Lewis County Circuit Clerk
Beth A. Burkhart

IN THE CIRCUIT COURT OF LEWIS COUNTY, WEST VIRGINIA

IN RE: Lewis County Commission

ORDER

On the 23rd day of July 2026, came the Lewis County Commission by and through Christina Flanigan, Prosecuting Attorney in and for Lewis County, West Virginia, and moved the Honorable Court to enter an order allowing the County Commission to forego the bid process set forth in Chapter 5, Article 22, Section 1 of the West Virginia Code due to Lewis County being in a State of Emergency.

The Court after due and Mature consideration of the aforesaid motion makes the following findings of fact and conclusions of law:

1. Chapter 5, Article 22, Section of the West Virginia Code sets forth the West Virginia Fairness in Competitive Bidding Act which outlines the guidelines a County Commission must follow to secure contracts for construction contracts in excess of twenty-five thousand dollars ($25,000.00).
2. West Virginia Code Chapter 5, Article 22, Section 1(n)(3) sets forth that: "Nothing in this section applies to: Emergency Repairs to building components, systems, and public infrastructure. For the purpose of this subdivision, the term "emergency repairs" means repairs that if not made immediately will seriously impair the use of building components, systems, and public infrastructure or cause danger to persons using the building components, systems and public infrastructure";
3. Catastrophic flooding occurred in Lewis County, West Virginia on the evening hours of July 21, 2026;
4. The Honorable Patrick Morrisey, Governor of the State of West Virginia declared a State of Emergency for Lewis County, West Virginia on July 22, 2026;
5. The Lewis County Commission is responsible for the emergency repairs to buildings, components and public infrastructure in Lewis County;
6. In addition, the Lewis County Commission is responsible for the public's safety;
7. An emergency situation exists that if emergency repairs are not made immediately, it will seriously impair the use of building components, systems and public infrastructure or cause danger to citizens using the building components, systems and public infrastructure.

Thereupon, the Court, after due and mature consideration does hereby ADJUDGE and ORDER in compliance with West Virginia Code Chapter 5, Article 22, Section 1(n)(3) that the bidding requirements outlined above are suspended during the State of Emergency in Lewis County, West Virginia.

The Circuit Clerk of Lewis County is hereby directed to distribute copies of this Order by appropriate means to Christina Flainigan, Lewis County Prosecuting Attorney and the Lewis County Commission.

Entered this 23rd day of July, 2026.

Jacob E. Reger

Jacob E. Reger, Judge

Procurement Under Grants: Under Exigent or Emergency Circumstances

Release Date: March 20, 2020

The Federal Emergency Management Agency (FEMA) provides financial assistance to states, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are subject to the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. Recognizing that FEMA's recipients and subrecipients may face exigencies or emergencies when carrying out a FEMA award, this Fact Sheet provides key information to consider when utilizing contracted resources under exigent or emergency circumstances.

View an online tutorial on how to properly contract during emergency or exigent circumstances when using federal funds.

What Rules Apply to State Entities?

States are required to follow their own procurement procedures as well as the Federal requirements for procurement of recovered materials and inclusion of required contract provisions per 2 C.F.R. §§ 200.317, 200.322, and 200.326.

For purposes of the Federal procurement requirements, states are defined as the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Northern Mariana Islands, and any agency or instrumentality thereof except for local governments. Tribal governments are not considered to be states when applying Federal procurement standards required by 2 C.F.R. Part 200.

What Rules Apply to Non-State Entities?

For all other types of entities, referred to as "non-state entities" in this Fact Sheet, Federal regulations (2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) establish requirements for the exigency or emergency exception that permits the use of

noncompetitive procurements,
frequently referred to as "sole-source contracting." This exception and associated procurement requirements are discussed further below. In general, it will be fact-specific and entity-specific as to when exigent or emergency circumstances necessitate the use of noncompetitive procurements. The answers to the frequently asked questions below provide additional guidance on the acceptable use of noncompetitive proposals under exigent or emergency circumstances, which is described in regulation at 2 C.F.R. § 200.320(f)(2).

It is essential that all non-state entities understand that both FEMA and the U.S. Department of Homeland Security's Office of Inspector General (OIG) closely review procurement actions and contract selections, with a particular emphasis on noncompetitive procurement actions, to evaluate compliance with Federal requirements. Failure to follow Federal contracting and procurement requirements puts non-state entities at risk of not receiving reimbursement or not being able to use FEMA grant funds for otherwise eligible costs.

What is the exigency or emergency exception?

Non-state entities must follow the procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326. However, Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. FEMA approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

When referring to procurement activity, FEMA defines both exigency and emergency as situations that demand immediate aid or action. The difference between the two is that:

- In the case of an exigency, there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the non-state entity, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.

- In the case of an emergency, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.

While emergency conditions generally are short-lived, exigent circumstances can exist for a period of weeks or months.

- Exigency Example: A tornado impacts a city in June and causes widespread and catastrophic damage, including damage to a city school. The city wants to repair the school and have it ready for use by the beginning of the school year in September. The city estimates, based on past experience, that awarding a contract using a sealed bidding process would require at least 90 days, and the city's engineer estimates that the repair work would last another 60 days. This would extend the project beyond the beginning of the school year. Rather than conducting a sealed bidding process, the city—in compliance with state and local law—wants to sole source with a contractor it has contracted with previously. The city can demonstrate that this constitutes an "exigent circumstance" because use of a sealed bidding process would cause an unacceptable delay and thus procurement by noncompetitive methods was necessary based on the particular situation.
- Emergency Example #1 (Disaster Grants): Severe weather impacts a city and causes widespread and catastrophic damage, including loss of life, widespread flooding, loss of power, damage to public and private structures, and millions of cubic yards of debris across the city, leaving almost the entire jurisdiction inaccessible. The city needs to begin debris removal activities immediately to restore access to the community, support search and rescue operations, power restoration, and address health and safety concerns. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.
- Emergency Example #2 (Non-Disaster Grants): The weather in a city has been below freezing for the past 2 weeks, causing a pipe in the city's emergency operations center to burst and flood the first floor. This flood destroyed half of the city's radios that its emergency workers use to communicate with police and fire personnel. The city documented and demonstrated that it needed to replace these radios right away to avert an immediate threat to life, safety, or property as the city needed a full supply of radios in order to respond to emergencies. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

When does the exigency or emergency exception apply and for how long?

Use of the public exigency or emergency exception is only permissible during the actual exigent or emergency circumstances. Exigency or emergency circumstances will vary for each incident, making it difficult to determine in advance or assign a particular time frame when noncompetitive procurements may be warranted. Exigent or emergency circumstances may exist for two days, two weeks, two months, or even longer in some cases. Non-state entities must ensure that work performed under the noncompetitively procured contracts is specifically related to the exigent or emergency circumstance in effect at the time of procurement. ~~Importantly, because the exception to competitive procurement is available only while the exigent or emergency circumstances exist, non-state entities should, upon awarding a noncompetitive contract, immediately begin the process of competitively procuring similar goods and services in order to transition to the competitively procured contracts as soon as the exigent or emergency circumstances cease to exist.~~

FEMA may review a non-state entity's justification that exigent or emergency circumstances warrant an exception to competitive procurement. If the agency determines that exigent or emergency circumstances did not exist or did not preclude a non-state entity from adhering to competitive procurement requirements, FEMA may disallow all or part of the non-state entity's cost related to the contract or take other actions permitted by statute and regulation. (See 2 C.F.R. § 200.338).

What documentation is required to support the use of the exigency or emergency exception?

While FEMA approval is not required for a non-state entity to use noncompetitive procurement proposals under the emergency or exigency exception, non-state entities must document and provide justification for the use of the exigent or emergency exception. A list of elements that non-state entities may wish to include as part of their written justifications can be found at the end of this Fact Sheet. The justification must be included in the non-state entity's records for each FEMA award, subaward, or project.

Do any Federal procurement requirements apply if a non-state entity is sole-sourcing a contract under exigent or emergency circumstances?

Yes, non-state entities must comply with the following requirements even when exigent or emergency circumstances exist:

- Contracts must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II) (also applicable to states).
- Contracts exceeding the Federal simplified acquisition threshold must include the Federal bonding requirements if the contract is for construction or facility improvement (2 C.F.R. § 200.325).
- Contracts must be awarded to a responsible contractor (2 C.F.R. § 200.318(h)).
- The non-state entity must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable if the contract exceeds or is expected to exceed the Federal simplified acquisition threshold (2 C.F.R. § 200.323(a) and (b)).
- The use of cost-plus-percentage-of-cost contracting is prohibited (2 C.F.R. § 200.323(c)).
- Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).
- The non-state entity must follow documentation, oversight, and conflict of interest requirements among other general procurement requirements in 2 C.F.R. § 200.318. If a conflict of interest is unavoidable due to the exigent/emergency circumstances, the non-state entity must explain that in the procurement documentation.

What if the non-state entity wants to use a pre-awarded or pre-existing contract in an exigency or emergency and that contract does not comply with the Federal procurement requirements?

If a pre-awarded or pre-existing contract is not in compliance with the Federal procurement requirements (e.g., the contract was not fully and openly competed (see 2 C.F.R. §§ 200.319, 200.320), the six affirmative socioeconomic contracting steps were not completed (2 C.F.R. § 200.321), there is a conflict of interest involved (2 C.F.R. § 200.318)), it may still be possible to use the contract for the duration of the exigency or emergency. FEMA recommends that non-state entities review the list of procurement requirements above and take actions to modify pre-awarded or pre-existing contracts where applicable. In addition, non-state entities

must prepare the appropriate documentation to justify the use of a noncompetitively procured contract.

Can non-state entities use time and materials (T&M) contracts in an exigency or emergency?

Yes, but only under certain circumstances. FEMA advises against the use of T&M contracts and generally limits the use of these contracts to a short time period where the scope or duration of the work is unclear. T&M contracts do not incentivize contractors to control costs or maximize labor efficiency. FEMA may reimburse costs incurred under a T&M contract only if all of the following apply:

- No other contract was suitable;
- The contract has a ceiling price that the contractor exceeds at its own risk; and
- The non-state entity can demonstrate it provided a high degree of oversight to obtain reasonable assurance that the contractor used efficient methods and effective cost controls.

Can a non-state entity award cost-plus-a-percentage-of-cost contracts or contracts with a percentage-of construction-cost method in an exigency or emergency?

No. This prohibition applies to all work, regardless of the circumstances (2 C.F.R. § 200.323(d)).

Can non-state entities use piggyback contracts in an exigency or emergency?

Piggyback contracting occurs when one entity with an existing contract assigns some or all of its contractual rights to another entity that was not previously party to the contract. Generally, FEMA discourages piggyback contracts because the original contract pertains to the needs of the original entity with a specific scope of work for that entity. While there may be circumstances when piggybacking is permissible, in almost all instances, the scope of work would need to be changed to include the needs of a non-state entity, and changes to the scope of work are generally not permitted as there is not likely to be full and open competition for the expanded scope of work. However, during emergency and exigency

circumstances, non-state entities may be able to piggyback another entity's contract and expand the scope of a contract for the period of the emergency or exigency circumstance.

Note that a non-state entity may choose to enter into a separate contract with the same contractor as another entity, using the same terms and conditions as in that other entity's contract, with only a change in the scope of work and the associated costs. However, this is sole-source contracting rather than piggyback contracting, and it must meet the requirements for noncompetitive procurement under exigency or emergency circumstances as described elsewhere in this Fact Sheet.

If a non-state entity is contemplating the use of piggyback contracting, it should contact its state or territory liaison, or the applicable FEMA Program Office to request FEMA assistance with contract review. For assistance with FEMA contact information, the entity should contact the FEMA Grants Information Desk at fema-grants-new@fema.dhs.gov OR at (800) 368-6498. Hours of operation are from 9 a.m. – 5 p.m. ET, Monday through Friday.

Can states use time and materials (T&M) or cost-plus-percentage-of-cost (CPPC) contracts in an exigency or emergency?
While the Federal procurement rules do not prohibit the use of T&M contracts and CPPC contracts by states, FEMA discourages states from using these contracts because they generally lack provisions that control costs and maximize efficiency in performing work. FEMA and the OIG closely scrutinize these types of contracts for cost reasonableness.

Although T&M contracts are discouraged, there may be instances where T&M contracts are appropriate in the short term for activities such as debris removal, emergency power restoration, or other immediate actions required to address emergency health and safety threats under a Public Assistance award. States entering into T&M contracts are encouraged to include language in the contract that specifies a ceiling price and limits the duration of the contract to a short time period, thus providing the state time to develop a scope of work and transition to the more competitive procurement procedures.

As a reminder, 2 C.F.R. § 200.317 requires states to follow: (1) the same policies and procedures they use for procurements using non-Federal funds; (2) 2 C.F.R. § 200.322 (procurement of recovered materials); and (3) 2

C.F.R. § 200.326 (required contract provisions). These requirements apply regardless of whether exigency or emergency circumstances exist. States must ensure that they are also in compliance with the cost principles in 2 C.F.R. §§ 200.400 – 200.474, including ensuring that costs are reasonable, as defined in 2 C.F.R. § 200.404.

Additional Information and Resources

Non-state entities should consult as soon as possible with all appropriate parties, including their own legal counsel, to review their procurement policies, actions, and contracts and compare them to the Federal procurement requirements. Non-state entities also should contact their state or territory liaisons, or applicable FEMA Program Office to request assistance with any procurement activity concerns. For assistance with FEMA contact information, the entity should contact the FEMA Grants Information Desk at fema-grants-new@fema.dhs.gov OR at (800) 368-6498. Hours of operation are from 9 a.m. – 5 p.m. ET, Monday through Friday.

Detailed procurement and contracting information is available on the FEMA website at www.fema.gov/procurement- disaster-assistance-team. While the guidance available at that website is specifically applicable to FEMA's Public Assistance Program, it is a useful resource for FEMA's other grant programs as the procurement requirements in 2 C.F.R. Part 200 apply to all of FEMA's grant programs. The current Code of Federal Regulations referenced in this guidance can be accessed at www.eCFR.gov. The annual Code of Federal Regulations is available at https://www.govinfo.gov/app/collection/cfr, and the applicable regulations will be the ones in place at the time FEMA issued the declaration or made the award.

Suggested Elements for Noncompetitive Procurement Justification

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

- ? The item is available only from a single source;
- ? The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- ? The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- ? After solicitation of a number of sources, competition is determined inadequate.

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (~~Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency~~).

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

NOTE: A separate justification is required for each instance of noncompetitive procurement.

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Date: 08/03/2026

U.S. Small Business Administration

U.S. SMALL BUSINESS ADMINISTRATION
FACT SHEET - DISASTER LOANS

WEST VIRGINIA Declaration 21751 & 21752
(Disaster: WV-20027)
Incident: SEVERE STORMS, STRAIGHT-LINE WINDS, TORNADOES, FLOODING, LANDSLIDES, AND MUDSLIDES

occurring: ***July 21-22, 2026***

in the ***West Virginia*** *counties of:* ***Lewis and Upshur;***

and for economic injury only in the contiguous ***West Virginia*** *counties of:* ***Barbour, Braxton, Doddridge, Gilmer, Harrison, Randolph, and Webster***

Application Filing Deadlines:

Physical Damage: ***October 3, 2026*** **Economic Injury:** ***May 3, 2027***

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.875%	5.750%
Business Loans	4.000%	8.000%
Non-Profit Organizations	3.625%	3.625%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.625%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

What are the Loan Amount Limits?

- Business Loans – The law limits business loans to $2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- Economic Injury Disaster Loans (EIDL) – The law limits EIDLs to $2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- Business Loan Ceiling – The $2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the $2,000,000 statutory limit.
- Home Loans – SBA regulations limit home loans to $500,000 for the repair or replacement of real estate and $100,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- Uninsured Losses – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- Ineligible Property – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- Noncompliance – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of $500,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applications for disaster loans may be submitted online using the MySBA Loan Portal at https://lending.sba.gov or other locally announced locations. Please contact the SBA's Customer Service Center by email at disastercustomerservice@sba.gov or by phone at 1-800-659-2955 for further assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

FEMA

DISASTER ASSISTANCE

To register and follow-up inquiries, call:

1-800-621-3362

If you use a TTY: 1-800-462-7585
711 or Video Relay Service (VRS): 1-800-621-3362

Please have the following available:

- Your address with zip code
- Condition of your damaged home
- Insurance information, if available
- Social Security number
- Phone number where you can be contacted
- Address where you can get mail or email address to receive electronic notifications

Direct Deposit: Disaster assistance funds can be sent directly to your bank account. Please provide your bank account type, account number and bank routing number.

Stay in touch with FEMA: When you register, you will be given a FEMA registration number. Write down your number and save it. You will need the number whenever you contact FEMA

Online registration also available

DisasterAssistance.gov
ACCESS TO DISASTER HELP AND RESOURCES

Disaster assistance is available without regard to race, color, religion, national origin, sex, age, disability, English proficiency or economic status.

Docusign Envelope ID: DF1FBAC3-C608-8F9C-83C1-3791658D133F

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
Legal Division
1900 Kanawha Boulevard East • Building Five • Room A-517
Charleston, West Virginia 25305-0430 • (304) 558-2823

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways

July 23, 2026

MEMORANDUM

TO: Stephen T. Rumbaugh, P.E.
Secretary of Transportation/
Commissioner of Highways

THRU: Jacob Bumgarner, P.E. JMB
State Highway Engineer

FROM: Stephen F. Capaldo SC
Attorney III, Legal Division

SUBJECT: Emergency Debris Storage Agreement

Attached for your review is a Right of Entry agreement between the West Virginia Department of Transportation, Division of Highways and County Commission of Lewis County for your review and approval. The agreement provides access to the property owned by WV DOH for the purpose of temporarily storing debris and flood-cleanup materials on designated WVDOH right of way.

If you have any questions, please contact Stephen Capaldo in Legal at 304-414-6688 or Stephen.f.capaldo@wv.gov .

SFC:h

Docusign Envelope ID: DF1FBAC3-C608-8F9C-83C1-3791658D133F

This Emergency Debris Storage Agreement ("Agreement") is entered into by and between the **West Virginia Department of Transportation, Division of Highways** ("DOH"), and the **County Commission of Lewis County, West Virginia** ("County"), collectively referred to as the "Parties."

1. Authority and Emergency Declaration

On July 21, 2026, the Governor of West Virginia declared a State of Emergency due to severe flooding affecting multiple counties, including Lewis County. Flooding has caused significant damage to public infrastructure and resulted in the closure of Interstate 79 in Lewis County, necessitating immediate debris removal, staging, and cleanup operations.

2. Purpose of Agreement

The purpose of this Agreement is to authorize the County and its contractors to place, stage, and temporarily store debris and flood-cleanup materials on designated DOH right-of-way in proximity to Exit 99 of Interstate 79, solely for emergency response and recovery operations arising from the July 21, 2026 flooding event.

3. Authorization to Use DOH Right-of-Way

DOH hereby grants the County and its contractors temporary, revocable permission to use portions of DOH right-of-way near Exit 99 of Interstate 79 for the following limited purposes:

- **Debris Staging** - Placement and temporary storage of vegetative debris, construction debris, sediment, and other flood-related materials.
- **Cleanup Material Storage** - Storage of materials necessary for flood response, including sand, gravel, fill, and stabilization materials.
- **Emergency Operations** - Use of the area for loading, sorting, and transferring debris to disposal or processing sites.

All activities must be conducted in a manner that does not impede DOH operations or compromise roadway safety.

Docusign Envelope ID: DF1FBAC3-C608-8F9C-83C1-3791658D133F

4. Conditions and Limitations

The County agrees to the following conditions:

- **Safety and Access** - DOH shall retain full access to all right-of-way areas for inspection, maintenance, and emergency operations. **Debris shall be placed only at locations expressly designated and directed by DOH personnel overseeing the emergency response.**
- **Non-Interference** - Activities must not obstruct traffic flow, impede DOH personnel, or interfere with ongoing efforts to reopen Interstate 79.
- **Environmental Compliance** - The County shall ensure all debris handling complies with applicable state and federal environmental regulations.
- **Material Accountability** - The County shall maintain records of all materials placed or stored on DOH right-of-way, including quantities, types, and removal dates.
- **Restoration** - Upon completion of emergency operations, the County shall restore the affected right-of-way to DOH's satisfaction, including removal of all debris, materials, and equipment.

5. Term and Termination

This Agreement becomes effective upon execution and remains in effect only for the duration of the declared State of Emergency and any subsequent recovery period designated by DOH. DOH may revoke this authorization at any time upon notice to the County if conditions warrant. Recovery and cleanup of storage on DOH right-of-way shall be accomplished by the County no later than June 30, 2027. In the event DOH, in its sole discretion, determines that the debris or materials placed under this Agreement must be removed, and the County is unable or unwilling to do so promptly, DOH may remove such debris or materials and invoice the County for all associated costs. Any fencing or barriers installed around the debris, on DOH right-of-way and as determined necessary by DOH personnel, shall be provided and paid for solely by the County.

Docusign Envelope ID: DF1FBAC3-C608-8F9C-83C1-3791658D133F

6. Liability

The County shall be responsible for the actions of its employees, agents, and contractors and shall hold harmless DOH from claims arising out of debris placement, storage, or handling conducted under this Agreement.

7. No Transfer of Ownership or Responsibility

Nothing in this Agreement shall be construed as a transfer or assumption by DOH of any ownership interest, maintenance obligation, or operational responsibility for County roads, debris, or cleanup materials. DOH's involvement is limited solely to granting temporary right-of-way access for emergency purposes.

8. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In witness whereof, the Parties have executed this Agreement through their duly authorized officials as of the dates set forth below.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION:

Signed by:

By: _____ Date: 07/27/2026

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Stephen Todd Rumbaugh, Secretary of Transportation / Commissioner of Highways

COUNTY COMMISSION OF LEWIS COUNTY, WEST VIRGINIA:

By: Agnes Queen Date: 7/23/26

Its: President of LC Commission

APPROVED AS TO FORM THIS DATE (MDY) 07/23/2026

ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS

Steve Capaldo

93A98B354019431...

NUMBER: 2607083

COMMERCIAL EMERGENCY WORK AUTHORIZATION

The person(s) named below hereby authorize **[entity,** Professional Restoration Service, Inc. **],**
d/b/a SERVPRO® of Barberton/Norton
("Provider"), to provide services to the property described below ("Property"). **The attached "Terms and Conditions" are a part of this authorization and are agreed to by both parties. If the person(s) named below are not the legal owner of the Property, they represent that they are legally authorized to act on behalf of the Owner with respect to the Property.**

WORK: The parties agree that the cost of the work will be in accordance with the scope of work and priced using line-item charges or time and materials billing (as applicable), plus any change orders approved by Owner and Provider. For time and materials billing, a rate sheet will be provided as an attachment. Owner agrees that the job is limited to the work set forth in Provider's scope of work, provided that the scope of work shall also include any additional work requested by Owner and agreed to as described under "Addition/Deletion of Work" in the Terms and Conditions below.

This Work Authorization, along with all attachments, agreed estimates or scope of work, supplemental estimates, and change orders shall constitute the entire agreement between Owner and Provider.

Owner agrees that any portion of work, including without limitation deductibles, betterment, depreciation, or additional work requested by Owner, not covered by insurance (where applicable) must be paid by Owner in accordance with this agreement, including the attached Terms and Conditions. **Although Provider will assist Owner in seeking reimbursement of the costs of the work from Owner's insurer (if applicable), Owner is responsible for payment to Provider of the full costs included in the scope of work.** Owner understands and acknowledges that Provider is a separate legal entity that has no connection with Owner's insurance company or its adjuster, and that Owner alone has the authority to authorize Provider to engage services set forth in this agreement.

CAUSES BEYOND CONTROL: Provider shall not be liable for any delay due to circumstances beyond the control of Provider including, but not limited to, flood, fire, strikes or other labor difficulty, act of God, casualty, unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities, or any other cause beyond Provider's reasonable control.

CONSENTS AND PERMITS: Federal, state, provincial, or local permits or consents required for the performance of the scope of work are the responsibility of the Owner; however, if made a part of the scope of work, Provider may obtain such permits and consents at Owner's expense. Provider and Owner will comply with all applicable governmental regulations, statutes, laws, and ordinances.

LABOR: General labor, also known as temporary labor or day labor, may be subject to prevailing wage and local labor market conditions, such as union rates or a major metropolitan multiplier.

PAYMENT: Insurance company for the property is Self Pay and Owner irrevocably directs such insurer to pay all proceeds due Provider as payment under any applicable policy or policies directly to Provider. **Owner will instruct Owner's insurer to make checks payable to "[entity, if applicable], d/b/a SERVPRO® of** Barberton/Norton **"** Owner shall, upon request of Provider, promptly (within 24 hours unless another time is agreed to by the parties) forward Provider's estimate to Owner's insurer or otherwise make demand for payment of Owner's claim. Owner will provide all reasonable cooperation to Provider upon Provider's request to facilitate processing and payment of Owner's claim by the insurer. Owner agrees to promptly (within 24 hours unless another time is agreed to by the parties) endorse and provide to Provider any payment or check relating to the work hereunder if made payable to Owner or Owner and Provider jointly. **Owner will also pay Owner's insurance deductible before commencement of work unless otherwise agreed upon.** Any insurance payment may, if reasonably directed by Provider, be made to a lender or into an escrow account in a bank acceptable to Provider, for disbursement by a series of draws.

Owner agrees that [*my insurance company***] may pay any insurance proceeds to Company's Franchisor, Servpro Industries, Inc., for payment to Provider.**

Initial of Owner AGQ

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Each SERVPRO® Franchise is Independently Owned and Operated.

PERFORMANCE: In the event Provider has not received payment for work, or other reasonable assurance satisfactory to Provider that the full amounts of any invoice or supplemental invoice will be paid by Owner or Owner's insurer, Provider may suspend or cease performance of the work hereunder until such time as payment or assurances satisfactory to Provider are received by Provider. Notwithstanding any other provision of this Work Authorization, Provider shall have no responsibility or liability to Owner or any third party for any losses, damages, or claims that may arise due to suspension or cessation of work under this paragraph.

ENVIRONMENTAL CONDITIONS: Provider's scope of work hereunder shall not include the identification, detection, abatement, encapsulation, or removal of any hazardous substances. If Provider discovers any potential hazardous substances during the course of its work hereunder, it shall have the right to discontinue its work until such hazardous conditions are evaluated, removed, or otherwise remediated, and the time allotted Provider for completion of its work shall be extended for the period of time such hazardous conditions continue to exist. Provider shall have no obligation to remove or otherwise remediate such hazardous substances. Mold remediation, if any, must be set forth in the scope of work and must be directed by an Industrial Hygienist protocol and clearance testing.

JURISDICTION AND GOVERNING LAW: The parties hereby irrevocably consent to the jurisdiction of the state/providence or federal courts of the State/Providence of WV in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State/Providence of WV

Remarks:

THIS AGREEMENT is made, entered into and effective this 03 **day of** 08 ,2026

By and Between:

Company/Business Name: Lewis County EMS

Property Street Address: 155 W 2nd Street

Property City: Weston

Property State/Providence: WV Zip: 26452

Owner Representative Name:

Owner Representative Signature:

Agreement Date: 08/03/2026

Franchise Legal Name: Professional Restoration Service, Inc.

d/b/a SERVPRO® of Barberton/Norton

Provider's Signature:

Contractor's License # (if applicable):

Agreement Date: 08/03/2026

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Each SERVPRO® Franchise is Independently Owned and Operated.

TERMS AND CONDITIONS

1. Preexisting Deficiencies: The work agreed to consist of the scope defined in this contract and does not cover preexisting deficiencies or required codes upgrades unless specifically stated.

2. Access & Security: The contract price is based on completion during normal working hours unless otherwise agreed, and Owner agrees to provide all necessary access to the jobsite as required until work is completed. Owner's key, telephone, electricity, water, toilet, and other necessary facilities to be made available to the Provider's personnel during the course of work, as necessary, and a lock box may be used. Provider may place a sign on the work site or Owner's property. Provider is not responsible for security of the jobsite, and therefore it is agreed that Provider shall have no responsibility for any damage, disappearance, or theft. Owner agrees to remove, store, or protect all such items that are left at the jobsite. Any valuables left on-site should be communicated to the Provider.

3. Addition/Deletion of Work: Any work deleted from the scope of work must be agreed to by both Owner and Provider in writing on a change order. In the event of deletion of work, upon payment to Provider, Owner will be reimbursed only for Provider's (or any subcontractor, if applicable) budgeted cost on said work. If deletion of work from the contract results in a net credit to Owner, the amount of the credit will be used to offset extra work or paid upon Provider's receipt of final payment. Any additional work will be at prices agreed to by the parties. If Owner requests additional work that is not covered by the insurance company, and Provider agrees to perform such work, a down payment of 50% of the cost of the additional work is required before starting the additional work. The balance will be due on completion of the additional work.

4. Payments. Payments not made in accordance with any agreed upon schedule or no later than 30 days after date of Provider's invoice (whether provided after substantial completion or otherwise), shall accrue interest thereon at the lower of (i) 1% per month (12% per annum), or (ii) the highest rate allowed by law, until paid.

5. Termination. In the event that a party shall fail to comply with any material term or condition of this agreement, then the other party may provide written notice of such default. Upon receipt of such notice, the party in default shall have ten (10) business days in which to cure such default. If such default is not cured within ten (10) business days after such notice, the other party may terminate this Agreement upon prompt written notice. If Provider terminates this agreement based upon Owner's default, Provider shall be paid all labor and material costs and expenses incurred as of the date of termination of the agreement, plus Provider's fee of 20 percent (20%) of the total entire scope of work price (i.e., as if the project had been completed), for overhead and profit.

6. Dumpsters. Owner acknowledges that damage may occur from placing a dumpster on lawns, soil, asphalt, or concrete during placement or pickup. Provider will not be responsible for any damage due to settling, rutting, staining, marring, or any other form of damage caused by the placement and pickup of the dumpster(s).

7. No Verbal Agreements. Any alleged or asserted verbal agreements are not binding by Provider or Owner.

8. Insurance. Owner shall maintain the Owner's usual liability insurance and Provider shall maintain comprehensive general liability insurance. Provider shall maintain workers' compensation insurance as required by law. Owner waives all claims, including but not limited to subrogation claims, against Provider to the extent the claims are covered by insurance. If the Owner purchases loss of use insurance, Owner waives all claims for loss of use against Provider.

9. No Waiver. Any waiver of a breach or default under this agreement shall not constitute a waiver for any subsequent breach or default. No single or partial exercise of any right, power, or privilege under this agreement shall preclude further exercise of the right, power, or privilege.

10. Force Majeure. Neither party shall be responsible for any delay in or failure of performance under this agreement due to any occurrence beyond its reasonable control, including without limitation work stoppages, natural disasters, fires, civil disobedience, riots, rebellions, acts of God, failure of a supplier or third party, or any other similar occurrences.

11. Dispute Resolution. All claims, disputes, and other matters in question arising out of, or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance except for legal actions by Provider to collect amount due from Owner, with the Restoration Industry Arbitration Rules of the American Arbitration Association then in force. All legal fees and expenses shall be awarded to the prevailing party in any arbitration proceeding; any arbitration will be conducted by a single arbitrator selected in accordance with applicable rules then in force.

12. Roles and Responsibilities. As a professional restorer, it is our job is to help determine the proper methods and materials to return your property to its pre-loss condition, to prepare an estimated cost to perform that work, and to properly manage the restoration process. As the Owner, it is your responsibility to understand and agree to the proposed scope of work and the terms of our agreement. If there is required work that you believe we have overlooked in our scope, it is your responsibility to bring that to our attention.

13. Insurance (if applicable). Your insurance adjuster is responsible to determine what is covered and what isn't covered under the policy, to make you an offer of settlement according to the terms of your insurance policy, and to promptly reimburse you for your loss according to the policy terms. Your insurance contract is between you and your insurer, and their duties and responsibilities under that contract (your policy), and under state law, are due to you. Our contract is with you and is based on a scope of work and estimate prepared for you and your insurance company and further described in our agreement. We will submit our invoice to your insurer as a courtesy; however, as our client, you are the responsible party.

Initial of Owner AGQ

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Servpro of Barberton/Norton

SERVPRO of Barberton/Norton
1170 Industrial Parkway
Medina, Ohio 44256

Tax ID: 34-1823512

Client:	Lewis County EMS	Home:	(304) 517-5568
Property:	155 W. Second Street Weston, WV 26452		
Operator:	JLANE		
Type of Estimate:			
Date Entered:	7/24/2026	Date Assigned:	
Price List:	WVFA8X_JUL26		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	LEWISCOEMS_FINAL		

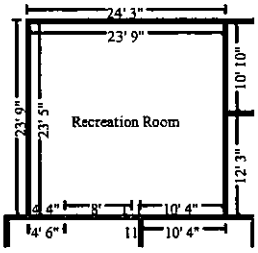
SERVPRO of Barberton/Norton
1170 Industrial Parkway
Medina, Ohio 44256

Tax ID: 34-1823512

LEWISCOEMS_FINAL

SKETCH1

Main Level



Recreation Room **Height: 8'**

701.33	SF Walls	556.15	SF Ceiling
1,257.48	SF Walls & Ceiling	556.15	SF Floor
61.79	SY Flooring	86.33	LF Floor Perimeter
94.33	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **8' X 6' 8"** **Opens into KITCHEN**

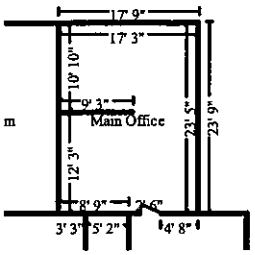
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Content Manipulation charge - per hour	1.00 HR	0.00	46.24	0.00	46.24
Walls					
2. Tear out baseboard and bag for disposal - up to Cat 3	86.33 LF	1.13	0.00	0.00	97.55
3. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	86.33 LF	6.09	0.00	0.00	525.75
4. Tear out and bag wet insulation - Category 3 water	172.67 SF	1.25	0.00	0.00	215.84
5. Clean stud wall - Heavy	172.67 SF	0.00	1.33	0.00	229.65
6. Apply plant-based anti-microbial agent to more than the floor perimeter	172.67 SF	0.00	0.35	0.00	60.43
Floor					
7. Tear out non-salvageable tile floor & bag - Cat 3 water	556.15 SF	6.27	0.00	0.00	3,487.06
8. Tear out non-salvageable cement board & bag - Cat 3 water	556.15 SF	2.14	0.00	0.00	1,190.16
9. Clean the floor with pressure steam	556.15 SF	0.00	1.19	0.00	661.82
10. Apply plant-based anti-microbial agent to the floor	556.15 SF	0.00	0.35	0.00	194.65
Equipment					
11. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	3.02 EA	0.00	75.43	0.00	227.80
1 dehumidifier for 3.02 days					
12. Air mover (per 24 hour period) - No monitoring	14.07 EA	0.00	26.26	0.00	369.48
7 air movers for 2.01 days					
13. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.99 DA	0.00	105.50	0.00	209.95

SERVPRO of Barberton/Norton
1170 Industrial Parkway
Medina, Ohio 44256

Tax ID: 34-1823512

CONTINUED - Recreation Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1 air scrubber for 1.99 days					
14. Add for HEPA filter (for negative air exhaust fan)	0.25 EA	0.00	210.42	0.00	52.61
Totals: Recreation Room				0.00	7,568.99



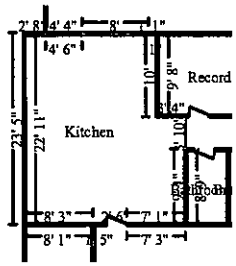
Main Office **Height: 8'**

798.67 SF Walls	400.80 SF Ceiling
1,199.47 SF Walls & Ceiling	400.80 SF Floor
44.53 SY Flooring	99.83 LF Floor Perimeter
99.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Content Manipulation charge - per hour	6.00 HR	0.00	46.24	0.00	277.44
16. Countertop - post formed plastic laminate - Detach	12.00 LF	0.00	7.25	0.00	87.00
17. Tear out cabinetry - lower (base) units	12.00 LF	10.68	0.00	0.00	128.16
Walls					
18. Tear out baseboard and bag for disposal - up to Cat 3	99.83 LF	1.13	0.00	0.00	112.81
19. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	99.83 LF	6.09	0.00	0.00	607.96
20. Tear out and bag wet insulation - Category 3 water	99.83 SF	1.25	0.00	0.00	124.79
21. Clean stud wall - Heavy	199.67 SF	0.00	1.33	0.00	265.56
22. Apply plant-based anti-microbial agent to more than the floor perimeter	199.67 SF	0.00	0.35	0.00	69.88
Floor					
23. Tear out non-salvageable tile floor & bag - Cat 3 water	400.80 SF	6.27	0.00	0.00	2,513.02
24. Tear out non-salvageable cement board & bag - Cat 3 water	400.80 SF	2.14	0.00	0.00	857.71
25. Clean the floor with pressure steam	400.80 SF	0.00	1.19	0.00	476.95
26. Apply plant-based anti-microbial agent to the floor	400.80 SF	0.00	0.35	0.00	140.28
Equipment					

CONTINUED - Main Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
27. Air mover (per 24 hour period) - No monitoring 9 air movers for 3 days	27.00 EA	0.00	26.26	0.00	709.02
Totals: Main Office				0.00	6,370.58



Kitchen **Height: 8'**

594.53 SF Walls	410.65 SF Ceiling
1,005.18 SF Walls & Ceiling	410.65 SF Floor
45.63 SY Flooring	72.98 LF Floor Perimeter
80.98 LF Ceil. Perimeter	

Missing Wall **3' 10 3/16" X 8'** **Opens into HALLWAY**

Missing Wall - Goes to Floor **8' X 6' 8"** **Opens into RECREATION_R**

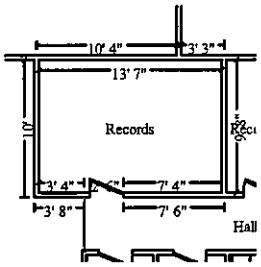
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Content Manipulation charge - per hour	1.50 HR	0.00	46.24	0.00	69.36
29. Countertop - post formed plastic laminate - Detach	15.50 LF	0.00	7.25	0.00	112.38
30. Sink - double basin - Detach	1.00 EA	0.00	36.73	0.00	36.73
31. Water line copper cap/plug - per cap	3.00 EA	0.00	26.85	0.00	80.55
32. Tear out cabinetry - lower (base) units	15.50 LF	10.68	0.00	0.00	165.54
33. Range - freestanding - gas - Detach	1.00 EA	0.00	44.14	0.00	44.14
34. Refrigerator - Detach	1.00 EA	0.00	33.12	0.00	33.12
Walls					
35. Tear out baseboard and bag for disposal - up to Cat 3	72.98 LF	1.13	0.00	0.00	82.47
36. Tear out wet paneling, bag for disposal - Cat 3	145.97 SF	1.00	0.00	0.00	145.97
37. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	72.98 LF	6.09	0.00	0.00	444.45
38. Tear out and bag wet insulation - Category 3 water	145.97 SF	1.25	0.00	0.00	182.46
39. Clean stud wall - Heavy	145.97 SF	0.00	1.33	0.00	194.14
40. Apply plant-based anti-microbial agent to more than the floor perimeter	145.97 SF	0.00	0.35	0.00	51.09

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Floor					
41. Tear out non-salvageable tile floor & bag - Cat 3 water	410.65 SF	6.27	0.00	0.00	2,574.78
42. Tear out non-salvageable cement board & bag - Cat 3 water	410.65 SF	2.14	0.00	0.00	878.79
43. Clean the floor with pressure steam	410.65 SF	0.00	1.19	0.00	488.67
44. Apply plant-based anti-microbial agent to the floor	410.65 SF	0.00	0.35	0.00	143.73
Equipment					
45. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	6.04 EA	0.00	75.43	0.00	455.60
2 dehumidifiers for 3.02 days					
46. Air mover (per 24 hour period) - No monitoring	22.11 EA	0.00	26.26	0.00	580.61
11 air movers for 2.01 days					
47. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.99 DA	0.00	105.50	0.00	209.95
1 air scrubber for 1.99 days					
48. Add for HEPA filter (for negative air exhaust fan)	0.25 EA	0.00	210.42	0.00	52.61
Totals: Kitchen				0.00	7,027.14



Records **Height: 8'**

371.81 SF Walls	131.15 SF Ceiling
502.96 SF Walls & Ceiling	131.15 SF Floor
14.57 SY Flooring	46.48 LF Floor Perimeter
46.48 LF Ceil. Perimeter	

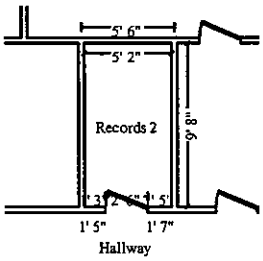
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
49. Content Manipulation charge - per hour	2.00 HR	0.00	46.24	0.00	92.48
Walls					
50. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
51. Tear out baseboard and bag for disposal - up to Cat 3	46.48 LF	1.13	0.00	0.00	52.52

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CONTINUED - Records

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
52. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	46.48 LF	6.09	0.00	0.00	283.06
53. Tear out and bag wet insulation - Category 3 water	92.95 SF	1.25	0.00	0.00	116.19
54. Clean stud wall - Heavy	92.95 SF	0.00	1.33	0.00	123.62
55. Apply plant-based anti-microbial agent to more than the floor perimeter	92.95 SF	0.00	0.35	0.00	32.53
Floor					
56. Tear out non-salvageable tile floor & bag - Cat 3 water	131.15 SF	6.27	0.00	0.00	822.31
57. Tear out non-salvageable cement board & bag - Cat 3 water	131.15 SF	2.14	0.00	0.00	280.66
58. Clean the floor with pressure steam	131.15 SF	0.00	1.19	0.00	156.07
59. Apply plant-based anti-microbial agent to the floor	131.15 SF	0.00	0.35	0.00	45.90
Equipment					
60. Air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	26.26	0.00	315.12
4 air movers for 3 days					
Totals: Records				0.00	2,336.28



Records 2 **Height: 8'**

237.14 SF Walls	49.88 SF Ceiling
287.03 SF Walls & Ceiling	49.88 SF Floor
5.54 SY Flooring	29.64 LF Floor Perimeter
29.64 LF Ceil. Perimeter	

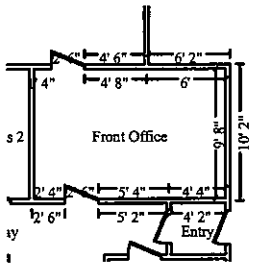
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
61. Content Manipulation charge - per hour	2.00 HR	0.00	46.24	0.00	92.48
Walls					
62. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
63. Tear out baseboard and bag for disposal - up to Cat 3	29.64 LF	1.13	0.00	0.00	33.49

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CONTINUED - Records 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
64. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	29.64 LF	6.09	0.00	0.00	180.51
65. Tear out and bag wet insulation - Category 3 water	29.64 SF	1.25	0.00	0.00	37.05
66. Clean stud wall - Heavy	59.29 SF	0.00	1.33	0.00	78.86
67. Apply plant-based anti-microbial agent to more than the floor perimeter	59.29 SF	0.00	0.35	0.00	20.75
Floor					
68. Tear out non-salvageable tile floor & bag - Cat 3 water	49.88 SF	6.27	0.00	0.00	312.75
69. Tear out non-salvageable cement board & bag - Cat 3 water	49.88 SF	2.14	0.00	0.00	106.74
70. Clean the floor with pressure steam	49.88 SF	0.00	1.19	0.00	59.36
71. Apply plant-based anti-microbial agent to the floor	49.88 SF	0.00	0.35	0.00	17.46
Equipment					
72. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.26	0.00	236.34
3 air movers for 3 days					
Totals: Records 2				0.00	1,191.61



Front Office **Height: 8'**

386.48 SF Walls	140.00 SF Ceiling
526.47 SF Walls & Ceiling	140.00 SF Floor
15.56 SY Flooring	48.31 LF Floor Perimeter
48.31 LF Ceil. Perimeter	

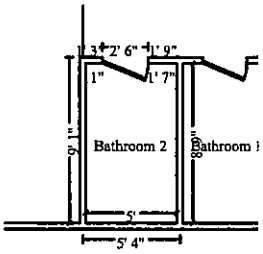
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
73. Content Manipulation charge - per hour	4.00 HR	0.00	46.24	0.00	184.96
Walls					
74. Tear out trim and bag for disposal - up to Cat 3	28.00 LF	1.13	0.00	0.00	31.64
Door Trim					
75. Tear out baseboard and bag for disposal - up to Cat 3	48.31 LF	1.13	0.00	0.00	54.59

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CONTINUED - Front Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	48.31 LF	6.09	0.00	0.00	294.21
77. Tear out and bag wet insulation - Category 3 water	48.31 SF	1.25	0.00	0.00	60.39
78. Clean stud wall - Heavy	96.62 SF	0.00	1.33	0.00	128.50
79. Apply plant-based anti-microbial agent to more than the floor perimeter	96.62 SF	0.00	0.35	0.00	33.82
Floor					
80. Tear out non-salvageable tile floor & bag - Cat 3 water	140.00 SF	6.27	0.00	0.00	877.80
81. Tear out non-salvageable cement board & bag - Cat 3 water	140.00 SF	2.14	0.00	0.00	299.60
82. Clean the floor with pressure steam	140.00 SF	0.00	1.19	0.00	166.60
83. Apply plant-based anti-microbial agent to the floor	140.00 SF	0.00	0.35	0.00	49.00
Equipment					
84. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	5.00 EA	0.00	75.43	0.00	377.15
1 dehumidifier for 5 days					
85. Air mover (per 24 hour period) - No monitoring	15.00 EA	0.00	26.26	0.00	393.90
5 air movers for 3 days					
Totals: Front Office				0.00	2,952.16



Bathroom 2 **Height: 8'**

219.92 SF Walls	43.72 SF Ceiling
263.64 SF Walls & Ceiling	43.72 SF Floor
4.86 SY Flooring	27.49 LF Floor Perimeter
27.49 LF Ceil. Perimeter	

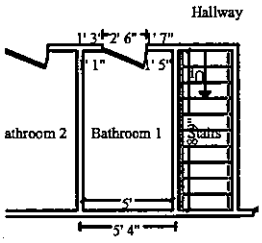
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
86. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
87. Tear out baseboard and bag for disposal - up to Cat 3	27.49 LF	1.13	0.00	0.00	31.06

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CONTINUED - Bathroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
88. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	27.49 LF	6.09	0.00	0.00	167.41
89. Tear out and bag wet insulation - Category 3 water	27.49 SF	1.25	0.00	0.00	34.36
90. Clean stud wall - Heavy	54.98 SF	0.00	1.33	0.00	73.12
91. Apply plant-based anti-microbial agent to more than the floor perimeter	54.98 SF	0.00	0.35	0.00	19.24
Floor					
92. Tear out non-salvageable tile floor & bag - Cat 3 water	43.72 SF	6.27	0.00	0.00	274.12
93. Tear out non-salvageable cement board & bag - Cat 3 water	43.72 SF	2.14	0.00	0.00	93.56
94. Clean the floor with pressure steam	43.72 SF	0.00	1.19	0.00	52.03
95. Apply plant-based anti-microbial agent to the floor	43.72 SF	0.00	0.35	0.00	15.30
Equipment					
96. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.26	0.00	236.34
3 air movers for 3 days					
Totals: Bathroom 2				0.00	1,012.36



Bathroom 1 **Height: 8'**

219.92 SF Walls	43.72 SF Ceiling
263.64 SF Walls & Ceiling	43.72 SF Floor
4.86 SY Flooring	27.49 LF Floor Perimeter
27.49 LF Ceil. Perimeter	

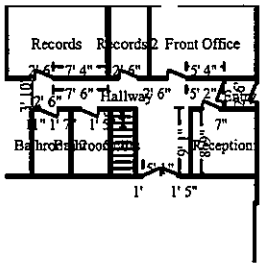
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
97. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
98. Tear out baseboard and bag for disposal - up to Cat 3	27.49 LF	1.13	0.00	0.00	31.06
99. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	27.49 LF	6.09	0.00	0.00	167.41

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CONTINUED - Bathroom 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
100. Tear out and bag wet insulation - Category 3 water	27.49 SF	1.25	0.00	0.00	34.36
101. Clean stud wall - Heavy	54.98 SF	0.00	1.33	0.00	73.12
102. Apply plant-based anti-microbial agent to more than the floor perimeter	54.98 SF	0.00	0.35	0.00	19.24
Floor					
103. Tear out non-salvageable tile floor & bag - Cat 3 water	43.72 SF	6.27	0.00	0.00	274.12
104. Tear out non-salvageable cement board & bag - Cat 3 water	43.72 SF	2.14	0.00	0.00	93.56
105. Clean the floor with pressure steam	43.72 SF	0.00	1.19	0.00	52.03
106. Apply plant-based anti-microbial agent to the floor	43.72 SF	0.00	0.35	0.00	15.30
Equipment					
107. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.26	0.00	236.34
3 air movers for 3 days					
Totals: Bathroom 1				0.00	1,012.36



Hallway **Height: 8'**

594.72 SF Walls	165.49 SF Ceiling
760.21 SF Walls & Ceiling	165.49 SF Floor
18.39 SY Flooring	74.34 LF Floor Perimeter
74.34 LF Ceil. Perimeter	

Missing Wall **3' 10 3/16" X 8'** **Opens into KITCHEN**

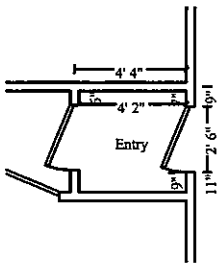
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
108. Tear out trim and bag for disposal - up to Cat 3	98.00 LF	1.13	0.00	0.00	110.74
Door Trim					
109. Tear out baseboard and bag for disposal - up to Cat 3	74.34 LF	1.13	0.00	0.00	84.00
110. Tear out wet paneling, bag for disposal - Cat 3	148.68 SF	1.00	0.00	0.00	148.68

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CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
111. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	74.34 LF	6.09	0.00	0.00	452.73
112. Tear out and bag wet insulation - Category 3 water	148.68 SF	1.25	0.00	0.00	185.85
113. Clean stud wall - Heavy	148.68 SF	0.00	1.33	0.00	197.74
114. Apply plant-based anti-microbial agent to more than the floor perimeter	148.68 SF	0.00	0.35	0.00	52.04
Floor					
115. Tear out non-salvageable tile floor & bag - Cat 3 water	165.49 SF	6.27	0.00	0.00	1,037.62
116. Tear out non-salvageable cement board & bag - Cat 3 water	165.49 SF	2.14	0.00	0.00	354.15
117. Clean the floor with pressure steam	165.49 SF	0.00	1.19	0.00	196.93
118. Apply plant-based anti-microbial agent to the floor	165.49 SF	0.00	0.35	0.00	57.92
Equipment					
119. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	5.00 EA	0.00	75.43	0.00	377.15
1 dehumidifier for 5 days					
120. Air mover (per 24 hour period) - No monitoring	21.00 EA	0.00	26.26	0.00	551.46
7 air movers for 3 days					
Totals: Hallway				0.00	3,807.01



Entry **Height: 8'**

128.27 SF Walls	16.04 SF Ceiling
144.32 SF Walls & Ceiling	16.04 SF Floor
1.78 SY Flooring	16.03 LF Floor Perimeter
16.03 LF Ceil. Perimeter	

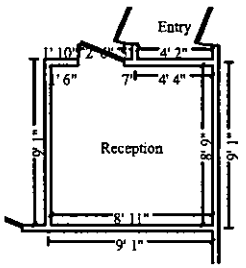
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
121. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					

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CONTINUED - Entry

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
122. Tear out baseboard and bag for disposal - up to Cat 3	16.03 LF	1.13	0.00	0.00	18.11
123. Tear out wet paneling, bag for disposal - Cat 3	32.07 SF	1.00	0.00	0.00	32.07
124. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	16.03 LF	6.09	0.00	0.00	97.62
125. Tear out and bag wet insulation - Category 3 water	32.07 SF	1.25	0.00	0.00	40.09
126. Clean stud wall - Heavy	32.07 SF	0.00	1.33	0.00	42.65
127. Apply plant-based anti-microbial agent to more than the floor perimeter	32.07 SF	0.00	0.35	0.00	11.22
Floor					
128. Tear out non-salvageable tile floor & bag - Cat 3 water	16.04 SF	6.27	0.00	0.00	100.57
129. Tear out non-salvageable cement board & bag - Cat 3 water	16.04 SF	2.14	0.00	0.00	34.33
130. Clean the floor with pressure steam	16.04 SF	0.00	1.19	0.00	19.09
131. Apply plant-based anti-microbial agent to the floor	16.04 SF	0.00	0.35	0.00	5.61
Equipment					
132. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days	6.00 EA	0.00	26.26	0.00	157.56
Totals: Entry				0.00	574.74



Reception **Height: 8'**

282.58 SF Walls	77.97 SF Ceiling
360.56 SF Walls & Ceiling	77.97 SF Floor
8.66 SY Flooring	35.32 LF Floor Perimeter
35.32 LF Ceil. Perimeter	

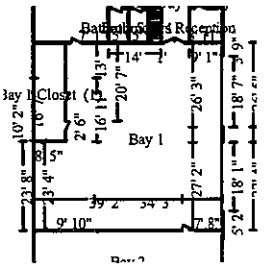
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
133. Content Manipulation charge - per hour	3.00 HR	0.00	46.24	0.00	138.72
Walls					
134. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82

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CONTINUED - Reception

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Door Trim					
135. Tear out baseboard and bag for disposal - up to Cat 3	35.32 LF	1.13	0.00	0.00	39.91
136. Tear out wet paneling, bag for disposal - Cat 3	70.65 SF	1.00	0.00	0.00	70.65
137. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	35.32 LF	6.09	0.00	0.00	215.10
138. Tear out and bag wet insulation - Category 3 water	70.65 SF	1.25	0.00	0.00	88.31
139. Clean stud wall - Heavy	70.65 SF	0.00	1.33	0.00	93.96
140. Apply plant-based anti-microbial agent to more than the floor perimeter	70.65 SF	0.00	0.35	0.00	24.73
Floor					
141. Tear out non-salvageable tile floor & bag - Cat 3 water	77.97 SF	6.27	0.00	0.00	488.87
142. Tear out non-salvageable cement board & bag - Cat 3 water	77.97 SF	2.14	0.00	0.00	166.86
143. Clean the floor with pressure steam	77.97 SF	0.00	1.19	0.00	92.78
144. Apply plant-based anti-microbial agent to the floor	77.97 SF	0.00	0.35	0.00	27.29
Equipment					
145. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.26	0.00	236.34
3 air movers for 3 days					
Totals: Reception				0.00	1,699.34

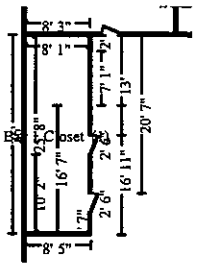


Bay 1 **Height: 8'**

1,479.22	SF Walls	2,255.81	SF Ceiling
3,735.03	SF Walls & Ceiling	2,255.81	SF Floor
250.65	SY Flooring	182.08	LF Floor Perimeter
199.00	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **9' 10" X 6' 8"** **Opens into BAY_2**

CONTINUED - Bay 1

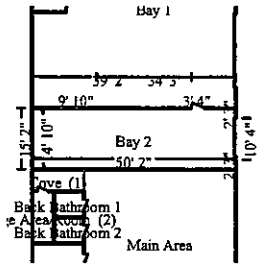


Subroom: Bay 1 Closet (1) **Height: 8'**

493.25	SF Walls	207.71	SF Ceiling
700.97	SF Walls & Ceiling	207.71	SF Floor
23.08	SY Flooring	60.48	LF Floor Perimeter
67.56	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **7' 1" X 6' 8"** **Opens into BAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
146. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	32.00 LF	6.09	0.00	0.00	194.88
147. Tear out and bag wet insulation - Category 3 water	32.00 SF	1.25	0.00	0.00	40.00
148. Clean more than the floor perimeter - Heavy	453.12 SF	0.00	0.54	0.00	244.68
149. Clean stud wall - Heavy	32.00 SF	0.00	1.33	0.00	42.56
150. Apply plant-based anti-microbial agent to more than the floor perimeter	485.12 SF	0.00	0.35	0.00	169.79
Equipment					
151. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor.	5.00 EA	0.00	56.64	0.00	283.20
1 dehumidifier for 5 days					
152. Air mover (per 24 hour period) - No monitoring	33.00 EA	0.00	26.26	0.00	866.58
11 air movers for 3 days					
Totals: Bay 1				0.00	1,841.69



Bay 2 **Height: 8'**

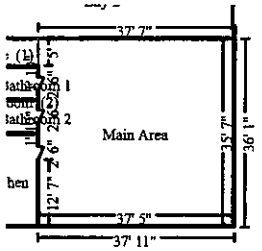
974.44	SF Walls	744.14	SF Ceiling
1,718.58	SF Walls & Ceiling	744.14	SF Floor
82.68	SY Flooring	120.17	LF Floor Perimeter
130.00	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **9' 10" X 6' 8"** **Opens into BAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL

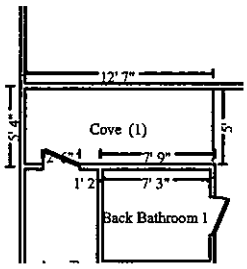
CONTINUED - Bay 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Equipment					
153. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. 1 dehumidifier for 5 days	5.00 EA	0.00	75.43	0.00	377.15
Totals: Bay 2				0.00	377.15



Main Area **Height: 8'**

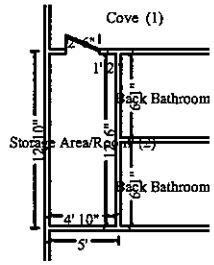
1,129.33	SF Walls	1,332.24	SF Ceiling
2,461.58	SF Walls & Ceiling	1,332.24	SF Floor
148.03	SY Flooring	141.17	LF Floor Perimeter
141.17	LF Ceil. Perimeter		



Subroom: Cove (1) **Height: 8'**

242.67	SF Walls	62.92	SF Ceiling
305.58	SF Walls & Ceiling	62.92	SF Floor
6.99	SY Flooring	30.33	LF Floor Perimeter
30.33	LF Ceil. Perimeter		

Missing Wall **5' X 8'** **Opens into MAIN_AREA**



Subroom: Storage Area/Room (2) **Height: 8'**

277.99	SF Walls	60.93	SF Ceiling
338.93	SF Walls & Ceiling	60.93	SF Floor
6.77	SY Flooring	34.75	LF Floor Perimeter
34.75	LF Ceil. Perimeter		

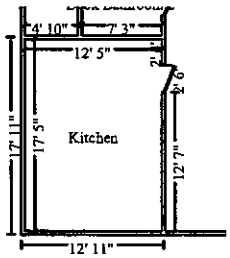
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Walls					
154. Tear out trim and bag for disposal - up to Cat 3	84.00 LF	1.13	0.00	0.00	94.92
155. Tear out baseboard and bag for disposal - up to Cat 3	206.25 LF	1.13	0.00	0.00	233.06

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CONTINUED - Main Area

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
156. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	46.00 LF	6.09	0.00	0.00	280.14
157. Clean stud wall - Heavy	92.00 SF	0.00	1.33	0.00	122.36
158. Apply plant-based anti-microbial agent to the surface area	92.00 SF	0.00	0.35	0.00	32.20
Floor					
159. Clean the floor with pressure steam	1,456.09 SF	0.00	1.19	0.00	1,732.75
160. Apply plant-based anti-microbial agent to more than the floor	1,662.34 SF	0.00	0.35	0.00	581.82
Equipment					
161. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	3.02 EA	0.00	75.43	0.00	227.80
1 dehumidifier for 3.02 days					
162. Air mover (per 24 hour period) - No monitoring	10.05 EA	0.00	26.26	0.00	263.91
5 air movers for 2.01 days					
163. Negative air fan/Air scrubber (24 hr period) - No monit.	1.99 DA	0.00	70.50	0.00	140.30
1 air scrubber for 1.99 days					
164. Add for HEPA filter (for negative air exhaust fan)	0.25 EA	0.00	210.42	0.00	52.61
Totals: Main Area				0.00	3,761.87



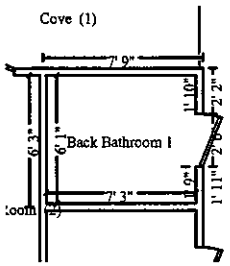
Kitchen **Height: 8'**

477.33 SF Walls	216.26 SF Ceiling
693.59 SF Walls & Ceiling	216.26 SF Floor
24.03 SY Flooring	59.67 LF Floor Perimeter
59.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
165. Tear out cabinetry - lower (base) units	25.00 LF	10.68	0.00	0.00	267.00
166. Sink - double basin - Detach	1.00 EA	0.00	36.73	0.00	36.73
167. Sink - undermount - Detach	1.00 EA	0.00	56.79	0.00	56.79
168. Refrigerator - Detach	1.00 EA	0.00	33.12	0.00	33.12

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
169. Countertop - flat laid plastic laminate - Detach	25.00 LF	0.00	7.58	0.00	189.50
Walls					
170. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
171. Tear out baseboard and bag for disposal - up to Cat 3	59.67 LF	1.13	0.00	0.00	67.43
172. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	26.70 LF	6.09	0.00	0.00	162.60
173. Tear out and bag wet insulation - Category 3 water	26.70 SF	1.25	0.00	0.00	33.38
174. Clean stud wall - Heavy	26.70 SF	0.00	1.33	0.00	35.51
175. Clean masonry - Heavy	26.70 SF	0.00	1.04	0.00	27.77
176. Apply plant-based anti-microbial agent to the surface area	26.70 SF	0.00	0.35	0.00	9.35
Floor					
177. Clean the floor with pressure steam	216.26 SF	0.00	1.19	0.00	257.35
178. Apply plant-based anti-microbial agent to the floor	216.26 SF	0.00	0.35	0.00	75.69
Totals: Kitchen				0.00	1,268.04



Back Bathroom 1 **Height: 8'**

212.67 SF Walls	43.85 SF Ceiling
256.53 SF Walls & Ceiling	43.85 SF Floor
4.87 SY Flooring	26.58 LF Floor Perimeter
26.58 LF Ceil. Perimeter	

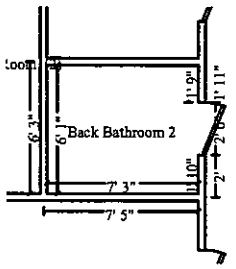
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
179. Cabinet - lower (base) unit w/shoring - Detach	3.00 LF	0.00	36.39	0.00	109.17
Walls					
180. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					

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CONTINUED - Back Bathroom 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
181. Tear out baseboard and bag for disposal - up to Cat 3	26.58 LF	1.13	0.00	0.00	30.04
182. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	26.58 LF	6.09	0.00	0.00	161.87
183. Tear out and bag wet insulation - Category 3 water	53.17 SF	1.25	0.00	0.00	66.46
184. Clean stud wall - Heavy	53.17 SF	0.00	1.33	0.00	70.72
185. Apply plant-based anti-microbial agent to more than the floor perimeter	53.17 SF	0.00	0.35	0.00	18.61
Floor					
186. Tear out non-salv vinyl, cut & bag - Category 3 water	43.85 SF	2.42	0.00	0.00	106.12
187. Clean the floor with pressure steam	43.85 SF	0.00	1.19	0.00	52.18
188. Apply plant-based anti-microbial agent to the floor	43.85 SF	0.00	0.35	0.00	15.35
Equipment					
189. Air mover (per 24 hour period) - No monitoring	4.02 EA	0.00	26.26	0.00	105.57
2 air movers for 2.01 days					
Totals: Back Bathroom 1				0.00	751.91



Back Bathroom 2 **Height: 8'**

212.67 SF Walls	43.85 SF Ceiling
256.53 SF Walls & Ceiling	43.85 SF Floor
4.87 SY Flooring	26.58 LF Floor Perimeter
26.58 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
190. Cabinet - lower (base) unit w/shoring - Detach	3.00 LF	0.00	36.39	0.00	109.17
Walls					
191. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.13	0.00	0.00	15.82
Door Trim					
192. Tear out baseboard and bag for disposal - up to Cat 3	26.58 LF	1.13	0.00	0.00	30.04

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CONTINUED - Back Bathroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
193. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	26.58 LF	6.09	0.00	0.00	161.87
194. Tear out and bag wet insulation - Category 3 water	53.17 SF	1.25	0.00	0.00	66.46
195. Clean stud wall - Heavy	53.17 SF	0.00	1.33	0.00	70.72
196. Apply plant-based anti-microbial agent to more than the floor perimeter	53.17 SF	0.00	0.35	0.00	18.61
Floor					
197. Tear out non-salv vinyl, cut & bag - Category 3 water	43.85 SF	2.42	0.00	0.00	106.12
198. Clean the floor with pressure steam	43.85 SF	0.00	1.19	0.00	52.18
199. Apply plant-based anti-microbial agent to the floor	43.85 SF	0.00	0.35	0.00	15.35
Equipment					
200. Air mover (per 24 hour period) - No monitoring 2 air movers for 2.01 days	4.02 EA	0.00	26.26	0.00	105.57
Totals: Back Bathroom 2				0.00	751.91
Total: Main Level				**0.00**	**44,305.14**

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Disposal					
201. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	901.50	0.00	0.00	901.50
General					
202. Emergency service call	1.00 EA	0.00	262.16	0.00	262.16
203. Provide box, packing paper & tape - small size	45.00 EA	0.00	2.98	0.00	134.10
Personal Protective Equipment					
204. Add for personal protective equipment (hazardous cleanup)	30.00 EA	0.00	21.22	0.00	636.60
205. Respirator - Half face - multi-purpose resp. (per day)	18.00 DA	0.00	1.67	0.00	30.06
206. Respirator cartridge - HEPA only (per pair)	6.00 EA	0.00	16.95	0.00	101.70

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CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Demo Prep					
207. Containment Barrier/Airlock/Decon. Chamber	156.00 SF	0.00	1.11	0.00	173.16
208. Peel & seal zipper	7.00 EA	0.00	14.30	0.00	100.10
209. Containment Barrier - tension post (per day)	8.00 DA	0.00	3.35	0.00	26.80
4 posts for 2 days					
210. Protect - Cover with plastic	200.00 SF	0.00	0.35	0.00	70.00
Supervisor					
211. Cleaning & Remediation - Supervisory - per hr	48.00 HR	0.00	65.54	0.00	3,145.92
Totals: General				0.00	5,582.10

Monitoring

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
212. Equipment setup, take down, and monitoring (hourly charge)	15.00 HR	0.00	64.42	0.00	966.30
7/30/26, 7/31/26, 8/1/26, 8/2/26, 8/3/26					
213. Equipment decontamination charge - per piece of equipment	11.00 EA	0.00	38.33	0.00	421.63
8 dehumidifiers, 3 air scrubbers					
Totals: Monitoring				0.00	1,387.93
Total: SKETCH1				**0.00**	**51,275.17**
Line Item Totals: LEWISCOEMS_FINAL				**0.00**	**51,275.17**

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Grand Total Areas:

10,287.03	SF Walls	7,029.52	SF Ceiling	17,316.55	SF Walls and Ceiling
7,051.38	SF Floor	783.49	SY Flooring	1,273.56	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,319.39	LF Ceil. Perimeter
7,051.38	Floor Area	7,317.78	Total Area	9,988.38	Interior Wall Area
3,580.50	Exterior Wall Area	397.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Coverage	Item Total	%	ACV Total	%
Dwelling	51,141.07	99.74%	51,141.07	99.74%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	134.10	0.26%	134.10	0.26%
Total	51,275.17	100.00%	51,275.17	100.00%

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Summary for Dwelling

Line Item Total	51,141.07
Replacement Cost Value	**$51,141.07**
Net Claim	**$51,141.07**

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Summary for Contents

Line Item Total	134.10
Replacement Cost Value	**$134.10**
Net Claim	**$134.10**

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Recap of Taxes

	Total Tax (0%)	Manuf. Home Tax (0%)
Line Items	0.00	0.00
Total	**0.00**	**0.00**

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Recap by Room

Estimate: LEWISCOEMS_FINAL

Area: SKETCH1

Area: Main Level			
Recreation Room		**7,568.99**	**14.76%**
Coverage: Dwelling	100.00% =	7,568.99	
Main Office		**6,370.58**	**12.42%**
Coverage: Dwelling	100.00% =	6,370.58	
Kitchen		**7,027.14**	**13.70%**
Coverage: Dwelling	100.00% =	7,027.14	
Records		**2,336.28**	**4.56%**
Coverage: Dwelling	100.00% =	2,336.28	
Records 2		**1,191.61**	**2.32%**
Coverage: Dwelling	100.00% =	1,191.61	
Front Office		**2,952.16**	**5.76%**
Coverage: Dwelling	100.00% =	2,952.16	
Bathroom 2		**1,012.36**	**1.97%**
Coverage: Dwelling	100.00% =	1,012.36	
Bathroom 1		**1,012.36**	**1.97%**
Coverage: Dwelling	100.00% =	1,012.36	
Hallway		**3,807.01**	**7.42%**
Coverage: Dwelling	100.00% =	3,807.01	
Entry		**574.74**	**1.12%**
Coverage: Dwelling	100.00% =	574.74	
Reception		**1,699.34**	**3.31%**
Coverage: Dwelling	100.00% =	1,699.34	
Bay 1		**1,841.69**	**3.59%**
Coverage: Dwelling	100.00% =	1,841.69	
Bay 2		**377.15**	**0.74%**
Coverage: Dwelling	100.00% =	377.15	
Main Area		**3,761.87**	**7.34%**
Coverage: Dwelling	100.00% =	3,761.87	
Kitchen		**1,268.04**	**2.47%**
Coverage: Dwelling	100.00% =	1,268.04	
Back Bathroom 1		**751.91**	**1.47%**
Coverage: Dwelling	100.00% =	751.91	
Back Bathroom 2		**751.91**	**1.47%**
Coverage: Dwelling	100.00% =	751.91	
Area Subtotal: Main Level		**44,305.14**	**86.41%**

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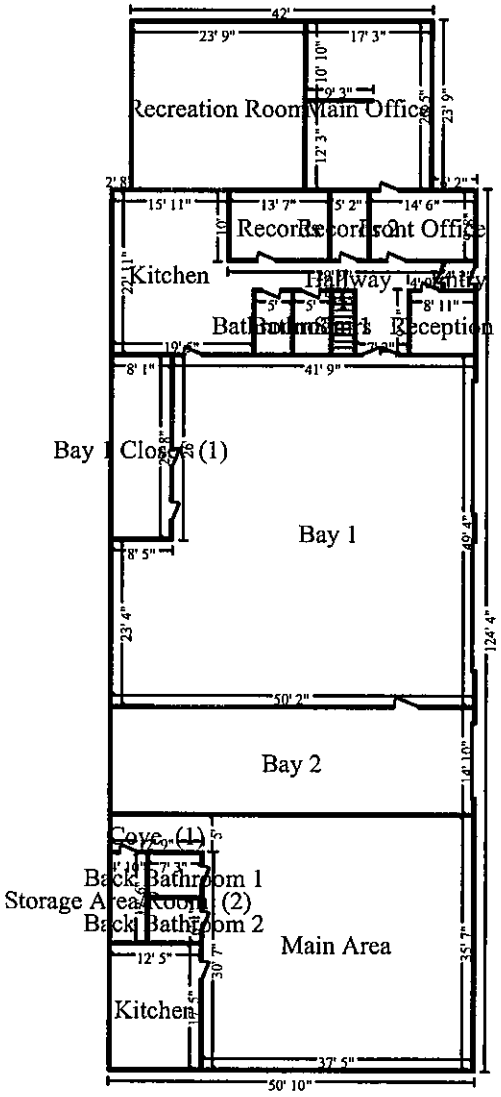
Coverage: Dwelling	100.00% =	44,305.14	
General		**5,582.10**	**10.89%**
Coverage: Dwelling	97.60% =	5,448.00	
Coverage: Contents	2.40% =	134.10	
Monitoring		**1,387.93**	**2.71%**
Coverage: Dwelling	100.00% =	1,387.93	
Area Subtotal: SKETCH1		**51,275.17**	**100.00%**
Coverage: Dwelling	99.74% =	51,141.07	
Coverage: Contents	0.26% =	134.10	
Subtotal of Areas		**51,275.17**	**100.00%**
Coverage: Dwelling	99.74% =	51,141.07	
Coverage: Contents	0.26% =	134.10	
Total		**51,275.17**	**100.00%**

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Recap by Category

Items			Total	%
CLEANING			**6,632.03**	**12.93%**
Coverage: Dwelling	@	100.00% =	6,632.03	
CONTENT MANIPULATION			**901.68**	**1.76%**
Coverage: Dwelling	@	100.00% =	901.68	
CONT: PACKING,HANDLNG,STORAGE			**134.10**	**0.26%**
Coverage: Contents	@	100.00% =	134.10	
GENERAL DEMOLITION			**26,292.33**	**51.28%**
Coverage: Dwelling	@	100.00% =	26,292.33	
PLUMBING			**80.55**	**0.16%**
Coverage: Dwelling	@	100.00% =	80.55	
WATER EXTRACTION & REMEDIATION			**17,234.48**	**33.61%**
Coverage: Dwelling	@	100.00% =	17,234.48	
Subtotal			**51,275.17**	**100.00%**


42'
23' 9"
17' 3"
10' 10"
9' 3"
12' 3"
23' 9"
Recreation Room
Main Office
15' 11"
13' 7"
5' 2"
14' 6"
Kitchen
Hallway
8' 11"
Reception
41' 9"
Bay 1
Bay 2
Cove (1)
Back Bathroom 1
Storage Area Room (2)
Back Bathroom 2
Main Area
12' 5"
Kitchen
37' 5"
50' 10"
124' 4"
50' 2"

N

Main Level

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Phone: 800-508-4756 **Fax: 888-886-7820** **Email:** sunbeltcredit@sunbeltrentals.com

BUSINESS INFORMATION

Lewis County Commission		3042698200
Company Name	(d/b/a) Trade Name	Primary Business Phone Number
110 Center Ave	110 Center Ave	
Mailing Address	Physical Address	
Weston	Weston	
City	City	
WV, 26452	WV, 26452	
State, Zip Code	State, Zip Code	

Federal Tax ID# XXXXX0338 More than 2 years in Business? Yes Business Type Other

TERMS & AGREEMENT *(Must be signed for account processing)*

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit based upon the Information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at www.sunbeltrentals.com/about/terms-and-conditions and available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract: and(d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Sunbelt shall deliver equipment inconsideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Sunbelt should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to on other denied parties lists and other U.S. export restrictions.

Customer acknowledges that it has had due opportunity to review the rental terms, including indemnification and insurance provisions in sections 8 and 9 of the Rental Contract.

In making this Agreement upon which Sunbelt will rely to extend commercial credit, W/e agree to Sunbelt's terms of payment as follows: NET THIRTY (30) DAYS from Company's receipt of invoice on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Sunbelt within fifteen (15) days of the receipt or the Invoices/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, attorney's fees not to exceed the maximum allowed by the applicable law of the jurisdiction where suit is brought or collection activity occurs, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies as authorized by applicable law.The individual executing this Agreement below warrants that (I) s/he is authorized to do so;(ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a Jury trial of any or all claims or disputes which may arise from this Agreement.

I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement.

Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereon, Customer Information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the Insurance company to issue insurance certificate(s) when Sunbelt's calls from time to time showing the Insurance required in the Rental Contract to be maintained by Customer.

Lewis County Commission	Amber Kelly
Print Company Name	Print Authorized Officer's Name
akelly@lewiscountywv.org	Other
Authorized Officer's Email	Print Authorized Officer's Title
Amber kelly (Aug 3, 2025 08:57:46 EDT)	08/03/2026
Authorized Officer's Signature	Date

Outlook

[WM Solutions] Lewis County Commission has a new Account

From WM Eastern Technical Service Center <tsceastern@wm.com>
Date Thu 7/30/2026 2:05 PM
To Amber Kelly <akelly@lewiscountywv.org>



Log In

Notice of New Account

To view invoices and manage billing, please visit **wm.com/mywm** and log in or create a profile. From the **My WM** dashboard, you can link each service account using its associated Customer ID and billing zip code.

You can log in to **wmsolutions.com** anytime to view your tickets, manifests or your Waste Approval Terms and Conditions.

Customer Name Lewis County Commission

Customer ID
349023733009

Disposal Site
Meadowfill Landfill

Visit My WM

Support for WMSolutions

Visit **wmsolutions.com/tutorials** for step-by-step guides or reply to this email.

Support for My WM

Visit **wm.com/support** to learn more about managing billing or linking accounts on **My WM**.

SHENTEL business

Service Order

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

Customer Name	Lewis County Commission	**Account #**	NEW
Billing Address	284 Marketplace Mall		
City, State, Zip	Weston, WV 26452		

Initial Term	60 Days	**Standard Interval**	ASAP

Customer Contacts	Name	Email	Phone
Technical Contact	Eric Lupardus	elupardus@prime-energyllc.com	304-545-1967
Billing Contact			
Maintenance/Outage Notification Contact			

Service Description	Monthly Recurring Charge

60-Day Courtesy Unlimited Local and Long-Distance Voice Line

The customer will receive an Unlimited Local and Long-Distance Voice Line at no charge for the first 60 days following installation.

After the 60-day courtesy period, the service will become billable at $30.00 per month, plus a $9.00 equipment charge, for a total monthly recurring charge of $39.00, before any applicable taxes, surcharges, and fees.

The customer understands that they may cancel the service at any time prior to the start of billing to avoid recurring charges.

If the organization is tax-exempt, please provide any applicable tax-exemption documentation so it can be applied to the account before billing begins.

Courtesy Line Service Address is 284 Marketplace Mall, Weston, WV 26452

No Installation Charge to be billed

CPNI Security Password: 3042698200
Authorized Users:

Tina Helmick thelmick@lewiscountywv.org

Amber Kelly Akelly@lewiscountywv.org
Agnes Queen aqueen4500@aol.com

Acceptance

My signature hereunder acknowledges that I have read and do understand the terms and conditions stated above and those in the Master Service Agreement between the parties identified herein ("MSA").

Agnes Queen	Agnes Queen, President	7/30/26
Customer Signature	Print Name and Title	Date
Shentel	Title	Date

License Use Agreement
Temporary Disaster Recovery Center Site

1. **Parties**
   The Parties to this Agreement are the West Virginia Emergency Management Division (WVEMD) and ___Former Summit Center_____ [Licensor Name / Organization], located at _____37 Elizabeth Street, Weston, WV_____ [Licensor Address], represented by ____Agnes Queen_____ [Licensor Authorized Representative].

2. **Authority**
   This agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq. and West Virginia Code § 15-5-1, et seq.

3. **Purpose**
   WVEMD desires to use, and the Licensor agrees to license and permit WVEMD to use the following described property (hereinafter referred to as the "Premises") at no cost to WVEMD:

   The Premises is located at __37 Elizabeth Street, Weston, WV. The premises includes parking lot, restrooms, [e.g., parking lot, main hall, tables, chairs, restrooms]. WVEMD intends to utilize the property for purposes to operate and execute disaster response/recovery efforts with the assistance of FEMA or any other emergency assistance program as determined by WVEMD.

4. **Scope**
   The Licensor will authorize WVEMD the use of the Premises identified above for the following purposes:

   WVEMD will use the Premises primarily as a Disaster Recovery Center office where Recovery Teams will receive members of the public for the purpose of providing assistance in registering for aid, information such as the status of applications, and general information on disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.

5. **Duration**
   This Agreement shall become effective upon execution and shall expire no later than _____9/2/2026_____ [Date 30 days from execution], unless terminated prior to that date with 10 calendar days' notice from either party. The Agreement may be extended for up to an additional 30 days by mutual consent of the parties.

6. **Duties and Responsibilities**

Licensor shall:

- At no cost to WVEMD, maintain the premises in good repair and condition, and supply utilities (including heat, air conditioning, light, ventilation), sanitation, trash removal, and cleaning services during the period of this Agreement unless WVEMD enters into separate agreements to provide for utility, sanitation and similar services;
- Provide WVEMD with any keys or other instruments necessary to access the Premises as needed by WVEMD and coordinate with WVEMD to assist with limiting the access of third parties or designate a facility employee on premises to assert these duties;
- Maintain at Licensor's own expense existing electrical service, and all other utilities (including water and sewer) for the duration of this Agreement, unless separately metered and contracted for by WVEMD under separate agreements;
- Permit WVEMD or other Federal, State, local and voluntary organizations using the Premises to install, if necessary, permanent electrical and telecommunications upgrades with the approval of the Licensor, which will become the property of the Licensor upon termination of the lease and not be removed by WVEMD;
- Provide, at the Licensor's discretion, existing office furniture and equipment located at the Premises for WVEMD or other Federal, State, local and voluntary organizations using the Premises's use at no cost to WVEMD or the organizations. In the alternative, Licensor shall permit WVEMD to provide, as necessary, office furniture and equipment for WVEMD's use. This property and other removable property provided by WVEMD necessary to carry out the intended use of the Premises will remain WVEMD property in the exclusive control and authority of WVEMD, and will be removed by WVEMD upon termination of this Agreement; and
- Cooperate and work with WVEMD or other Federal, State, local and voluntary organizations using the Premises with respect to the installation of signage, which will be removed upon termination of the Agreement.

WVEMD shall:

- Maintain the Premises in clean and orderly condition;
- Surrender the Premises in the same state and condition as it was in at the commencement of WVEMD use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a (iv)

above, and including the removal of any items installed in accordance with 6a (v) and (vi) above;

- Provide for any required security or cleaning services under separate contract at no cost to the Licensor; and
- Permit the Licensor to enter the Premises with approval of the designated Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. **Non-Fund Obligating Agreement**
Nothing in the Agreement shall authorize WVEMD to obligate or transfer any funds in connection with WVEMD's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. **Liability**
The State agrees to be responsible for the negligent or wrongful acts or omissions of their respective employees and invitees arising under this agreement. The parties agree, subject to any limitations imposed by law, rule, or regulation, to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the State of West Virginia. The Governmental Tort Claims and Insurance Reform Act, West Virginia Code § 29-12A-1, et seq., provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by State employees within the scope of their employment.

9. **Compliance with Applicable Law**
The Licensor shall comply with all Federal, State, and local laws applicable to Licensor as owner, or Licensor, or the Premises (including, without limitation, laws applicable to construction, ownership, alteration, or operations), and the Licensor will obtain and maintain all required permits, licenses and similar items, at no cost to WVEMD. West Virginia law shall govern this Agreement and be applied to resolve any dispute or claim arising from it.

10. **Integrated Agreement**
This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

11. Point of Contact

The WVEMD Point of Contact is:
Name / Title: _____Matthew Blackwood, Director WVEMD_____
Address: ____WVEMD 2001 Union Carbide Drive, Building 2000 Box 1P, South Charleston, WV 25303-2735
Phone / Email: ___304-558-5380__

The Licensor's Point of Contact is:
Name / Title: Agnes Queen - President Lc Commission
Address: 110 Center Ave Weston WV 26452
Phone / Email: 304-871-7158 · aqueen4500@AOL.com

12. **Effective Date**

The Terms of this agreement will become effective on the date of signature of the authorized representatives of all parties.

13. **Modification**

This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

LICENSOR: Agnes Queen
[NAME] Agnes Queen
[TITLE] President
[AGENCY] Lewis County Commission
Date: 8/5/2026

WEST VIRGINIA EMERGENCY MANAGEMENT DIVISION:
[NAME]
[TITLE]
[AGENCY] WVEMD
Date:

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 30th day of July, 2026 (the "Effective Date"), by and between THE COUNTY OF LEWIS, WEST VIRGINIA (the "County" or "Applicant") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the County desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel and equipment as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County, and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on October 28, 2026, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended in thirty (30) day increments as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The County or Contractor may

terminate this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the County shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date, and the County shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The County understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the County. As such, the County designates the below listed individuals as County representatives authorized to issue Directives to Contractor on the County's behalf. In the event any additional County representatives are designated for this Project, the County shall promptly notify Contractor of such designation(s) in writing.
Owner-designated representative: 5J Services Jeremy Jones

6. Compensation. The County will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the County will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the County shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's Operations Manager. Contractor will not be reimbursed for Debris Site/Tower Monitors nor Dump Site Monitors. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the County on a weekly basis. Payment shall be due from the County to the Contractor within thirty (30) days of the regular meeting of the County Commissioners immediately following receipt of the invoice. Interest of one and a half percent (1.5%) per month shall accrue against any amounts overdue in excess of thirty (30) days. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed **$100,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, the Contractor has the right to suspend the performance of services unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the County, upon the County's request, that such have been paid). Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the County may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the County: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the County's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the County under this Agreement. The County shall be responsible for any unauthorized disclosure or use of Confidential Information by the County's employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the County; (ii) was available to County on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to County on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the above language, Contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations.

This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation. The mediation shall be conducted in Weston, West Virginia by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved for a period of at least sixty (60) days following the mediation, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the appropriate court of Lewis County, West Virginia.

11. Relationship with Debris Removal Contractor. The County acknowledges that the Contractor and the debris removal contractor are not partners or joint ventures with each other. The County further acknowledges that the Contractor's relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor, that the Contractor does not direct the operations of the debris removal contractor, does not have any control over the acts or operations of the debris removal contractor, and is not responsible for the acts or omissions of the debris removal contractor.

12. Standards. The Contractor shall follow the generally accepted standard of care typically exhibited by similarly situated consultants performing like services on projects of similar size, scope, nature and complexity. The County and Contractor agree and understand that Contractor's services hereunder constitute professional services, and Contractor makes no warranty or guarantee, express or implied, and guarantees no particular result.

13. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of $1,000,000.00, and naming the County, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. A certificate of insurance shall be provided by its producing agent to the County prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the County as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

14. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

15. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

16. Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

17. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

18. Federal Water Pollution Control Act (Clean Water Act). Where applicable, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and

the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

19. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

21. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such

information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause-

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or

services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or

provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(l) of this clause.

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this

clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

23. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

24. Access to Records. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

25. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

26. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

28. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

29. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than $100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier

above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

30. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

31. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

32. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:
DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, MS 39466

If to the County:
County of Lewis, West Virginia
Attn: _____
_____
_____

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

(h) This Agreement, together with the Exhibits attached hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the County.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

DEBRISTECH, LLC

Brooks R. Wallace, President

-COUNTY-

COUNTY OF LEWIS, WEST VIRGINIA

Agnes Queen

Agnes Queen - President

Printed Name, Title

EXHIBIT A

CONTRACTOR SERVICES

I. BACKGROUND

The County requires management, recovery, and consulting services related to disaster recovery. Upon request of the County other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of West Virginia and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the County. Specific services may include:

1. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals and/or Bids for debris removal.
2. Coordinating daily briefings, work progress, staffing, and other key items with the County.
3. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
4. Scheduling work for team members and contractors on a daily basis.
5. Hiring, scheduling, and managing field staff.
6. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
7. Assisting the County with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the County at no additional cost. The System shall also be capable of providing a real time connection to the County's GIS system and shall be customizable to meet specific needs of the County with no additional cost to the County. The purpose of the Electronic Ticketing System is to provide the County with complete documentation of every load of debris generated for auditing and reimbursement purposes.
10. Developing daily operational reports to keep the County informed of work progress.

11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
14. Final report and appeal preparation and assistance.

END OF SCOPE

EXHIBIT B

PAYMENT SCHEDULE

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. All Per Diem expenses shall be billed directly to the County at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 hours per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Principal	$ 00.00
Operations Manager	$ 65.00
Load Site Monitors	$ 40.00
Debris Site/Tower Monitors	$ 40.00

** Optional Positions Available to Lewis County, WV*

Data Manager	$ 55.00
GIS Analyst	$ 55.00
Public Assistance Consultant	$ 95.00

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of August 3, 2026.



DebrisTech, LLC

Brooks Wallace, President

ATTEST: Debra McCormick
Notary

EXHIBIT D

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Brooks Wallace, President

August 3, 2026
Date

Independent Contractor Agreement

This Independent Contract Agreement is entered into by and between 5J Services (Contractor) and the County Commission of Lewis County, WV (County) effective July 31, 2026.

Agreement

5J Services agrees to supply resources at the temporary dump site in Lewis County, West Virginia.

5J Services agree to assist unloading, sorting and separating materials per DEP requirements.

5J Services agree to provide monitoring for said Dump Site, allowing only authorized vehicles to enter and ensure that only flood debris enter the site. The site is only for approved National Guard and approved contractor/hauler, which was provided on the approved list.

5J agrees to assist in the loading process for haulers removing debris to the final dump site.

5J Services will furnish necessary equipment (skid steer and excavator) and personnel (laborers and operators) required to complete the work.

All other materials, supplies, consumables, rock/stone, disposal fees, permits and incidental items not expressly listed are excluded and if requested will be provided only through a written change order or separate agreement.

The County Commission of Lewis County agrees to compensate 5J services at a daily rate of $4,000.00. Daily rate to include equipment, fuel, operators and one laborer with truck and tools.

Should the project conditions require additional resources to complete the work, the contractor agrees to provide one additional excavator and one additional laborer with truck and tools. The additional equipment and labor shall be billed at a combined rate of $2,500.00 per day. This rate shall only apply if the additional resources are requested and utilized.

The County Commission of Lewis County shall provide contractor with a valid Streamlined Sales Tax Exemption documentation.

5J shall not be held responsible for damages to unseen items or structures not identified prior to the start of project. Items include private gas lines, septic tanks and systems on property that can be damaged by excavations, blades or debris. Contractor shall not be responsible for replacement of any items not identified prior to start of job.

5J Services. Jeremy Jones

By: _____ Date: 8/4/26

County Commission of Lewis County, West Viginia:

By: Agnes Dixon Date: _____

Title: President

MEMORANDUM OF UNDERSTANDING

FOR LAW ENFORCEMENT SECURITY SERVICES AT DISASTER RECOVERY LOCATIONS

1. Background and Overview

Under updated guidelines, state agencies coordinate security contracting for workshop sites, Disaster Recovery Centers (DRCs), and associated recovery staging areas with local, county, or state law enforcement agencies. This Memorandum of Understanding (hereinafter referred to as "MOU") sets forth the express agreements, understandings, duties, and responsibilities between the West Virginia Emergency Management Division and the participating law enforcement agency.

2. Parties

This MOU is entered into by and between the West Virginia Emergency Management Division (hereinafter referred to as "WVEMD") and [Local Law Enforcement Agency / Department] (hereinafter referred to as "LLEA"), and collectively referred to as "the parties."

3. Purpose

This MOU concerns the contracted services of law enforcement personnel at workshop sites or Disaster Recovery Centers for disaster survivors, replacing door-to-door canvassing for the purpose of survivors obtaining services from and having official contact with federal and state emergency management representatives following the declaration of a state of emergency or state of preparedness.

4. Effective Date

This agreement shall become effective upon the date of the last necessary signature from the authorized signatories listed below and shall remain in effect through the duration permitted by applicable state and federal law.

5. Terms and Conditions

A. Entire Agreement and Amendment: This MOU constitutes the entire understanding of the parties with respect to the subject matter contained herein. It may be amended or modified only by means of a written instrument executed by authorized representatives of both parties.

B. Notice and Written Correspondence: Written correspondence required or occurring as a result of actions under this MOU shall be transmitted to the following designated contacts:

West Virginia Emergency Management Division
Dr. Matt Blackwood, Director
Building 2000 Box 1P
2001 Union Carbide Drive
South Charleston, WV 25303
Email: matthew.j.blackwood@wv.gov

Lewis County Sheriff's Dept
Mickey Metz, Sheriff
117 Court Ave
Wesston, WV 26452
Phone: 304-269-8201
Email: mmetz@lewiscountywv.org

C. Site Coordination: WVEMD will coordinate security contracting for recovery site(s) to provide assistance to survivors registering for aid. Designated locations may include primary Disaster Recovery Centers (DRCs) as well as ancillary staging areas, including:

- [Former Summit Center / 37 Elizabeth Street, Weston

D. Scope of Law Enforcement Services: LLEA agrees to provide such police response services as may be deemed necessary relating to designated locations based on an actual or potential threat, condition, or circumstance within its jurisdiction that poses an immediate threat to public safety, injury or death to any person, or damage to property which exceeds the resources and/or capability of WVEMD personnel or recovery teams on site to successfully bring under control. As used herein, "police response services" shall mean the need for aid, assistance, resources, and/or services to successfully control, work, de-escalate, or handle the actual or potential threat, condition, or circumstance, which may include furnishing personnel, equipment, facilities, or services as is, in the opinion of LLEA, available and necessary. LLEA shall make such arrests for offenses directly related to the incident and assist in processing arrestees as follows:

a) Identification of arrestees: Proper verification and documentation of subject identity;

b) Control of property: Securing and managing property obtained from arrestees;

c) Arrest reports: Completion and submission of standard formal police arrest reports;

d) Transportation: Safe transport of arrestees to processing or holding facilities;

e) Warrant and prosecutorial procedures: Completion of proper arrest warrants and required prosecutorial filings;

f) Court proceedings: Fulfillment of court duties and testimony pertaining to resulting arrests.

6. Termination and Modification

This MOU shall remain in full force and effect until such time as authorized agents of both WVEMD and LLEA mutually agree in writing to terminate or modify this agreement. A minimum of ten (10) days' prior written notice is required to effectuate any such modification or termination.

7. Execution and Signatures

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority and in agreement with the parameters set forth in this Memorandum of Understanding. Full concurrence is required for this MOU to have legal effect.

FOR WEST VIRGINIA EMERGENCY MANAGEMENT DIVISION:

_____

Matthew Blackwood, Director
West Virginia Emergency Management Division
Date: _____

FOR LOCAL LAW ENFORCEMENT AGENCY:

James Queen - President

[Authorized Official / City Manager]
[Local Law Enforcement Agency / City]
Date: 8/4/2026

LEWIS COUNTY COMMISSION

REQUEST FOR QUOTATIONS (RFQ)

Emergency Flood Debris Hauling Services

Issue Date: August 6, 2026

1. PURPOSE

The Lewis County Commission ("County") is requesting quotations from qualified contractors to provide hauling services for temporary flood debris generated as a result of the declared disaster affecting Lewis County, West Virginia.

The selected contractor(s) shall furnish all labor, equipment, vehicles, fuel, supervision, and other resources necessary to transport eligible flood debris from the Lewis County Temporary Flood Debris Management Site to an approved disposal facility.

2. PROJECT DESCRIPTION

The County has established a Temporary Flood Debris Management Site located just off Exit 99 of Interstate 79 in Lewis County, West Virginia.

The contractor shall provide hauling services from the Temporary Flood Debris Management Site to:

- Meadowfill Landfill, 1488 Dawson Drive, Bridgeport, WV 26330 (Primary Disposal Site)

Contractors may also submit optional pricing for hauling debris to:

- Tucker County Landfill
- Wood County Landfill

The County reserves the right to direct debris to any approved disposal location as operational needs require.

3. SCOPE OF WORK

The successful contractor shall:

- Provide sufficient trucks, drivers, and personnel to safely transport eligible flood debris.
- Load, transport, and unload debris in accordance with all landfill requirements.
- Coordinate daily operations with the Lewis County Debris Manager or designee.

- Maintain safe operating practices at all times.
- Comply with all applicable federal, state, and local laws, regulations, and safety requirements.
- Perform all work in accordance with current FEMA Public Assistance Program requirements, applicable Federal Highway Administration regulations, West Virginia Department of Environmental Protection requirements, OSHA standards, and all other applicable state and federal guidelines.
- Contractor will work with dump site and landfill monitors to certify load volume and chain of custody of each load.

4. PRICING

Contractors shall submit:

- A firm unit price **per cubic yard** for hauling debris from the Lewis County Temporary Flood Debris Management Site to Meadowfill Landfill.

Optional pricing may also be submitted for hauling to:

- Tucker County Landfill
- Wood County Landfill

Tipping fees shall NOT be included in the quoted unit price. The County will pay landfill disposal costs directly unless otherwise authorized.

5. CONTRACTOR RESOURCES

Each quotation shall identify:

- Number of trucks proposed
- Type of trucks (tri-axle, tandem axle, walking floor, transfer trailer, etc.)
- Estimated hauling capacity of each truck
- Number of drivers
- Additional equipment available if requested
- Expected mobilization time after award

The County may use this information when determining contractor capability and anticipated production rates.

6. INSURANCE REQUIREMENTS

Prior to commencing work, the successful contractor shall provide certificates of insurance evidencing, at a minimum:

- Commercial General Liability Insurance with limits of not less than **$1,000,000 per occurrence** and **$2,000,000 aggregate**

- Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with a combined single limit of **$1,000,000**
- Workers' Compensation Insurance as required by West Virginia law
- Employer's Liability Insurance with limits of not less than **$500,000**
- Umbrella/Excess Liability coverage is encouraged but not required.

Insurance shall remain in force throughout the duration of the project. The County may request to be named as an Additional Insured on applicable liability policies.

7. EMERGENCY PROCUREMENT

This solicitation is being issued in response to a declared State of Emergency resulting from widespread flooding affecting Lewis County, West Virginia.

Because of the emergency conditions requiring the immediate removal of disaster debris to protect public health, safety, and welfare, this Request for Quotations is being conducted under the County's emergency procurement authority and **does not follow the County's standard competitive procurement procedures.**

The County reserves the right to obtain quotations by any reasonable means, negotiate with one or more contractors, make multiple awards, or reject any or all quotations when determined to be in the best interest of the County and consistent with applicable emergency procurement requirements.

8. TERM OF SERVICES

Services shall begin upon issuance of a Notice to Proceed and shall continue until the County determines debris hauling operations are complete or the agreement is otherwise terminated.

9. TERMINATION

The County may terminate any resulting agreement, with or without cause, by providing the contractor **thirty (30) days written notice.**

The contractor shall be compensated for all satisfactorily completed work performed prior to the effective date of termination.

10. SUBMISSION OF QUOTATIONS

Contractors shall submit the following:

- Company name
- Business address
- Contact person
- Telephone number
- Email address

- Unit price per cubic yard to Meadowfill Landfill
- Optional unit price per cubic yard to Tucker County Landfill
- Optional unit price per cubic yard to Wood County Landfill
- Description and quantity of trucks and equipment proposed
- Estimated mobilization time
- Proof of required insurance or statement indicating insurance will be provided upon award
- Signature of an authorized company representative

11. Payment

The Contractor shall submit invoices to the County for eligible work performed under this Agreement. Invoices shall include all documentation reasonably required by the County to verify quantities, unit prices, and work completed. County is utilizing third party verification to verify load quantities and ensure chain of custody for each load.

The County shall review and approve invoices for eligible work. Payment for approved invoices shall be made after the County receives the corresponding reimbursement from the Federal Emergency Management Agency (FEMA) Public Assistance Program and any applicable pass-through funding from the State of West Virginia.

The Contractor acknowledges that this project is being performed in anticipation of reimbursement through the FEMA Public Assistance Program and agrees that payment for approved work is contingent upon the County's receipt of applicable FEMA Public Assistance funds. Upon the County's receipt of such funds, payment shall be made to the Contractor within thirty (30) days.

Nothing in this provision relieves the Contractor of its obligation to perform the work in accordance with this Agreement, nor does it obligate the County to pay for work determined to be ineligible, improperly documented, or otherwise not approved under the terms of this Agreement.

Quotation Deadline

Electronic quotations must be received by the Lewis County Commission **no later than 12:00 p.m. Eastern Standard Time (EST) on Wednesday, August 12, 2026.**

Quotations received after the stated deadline may be rejected at the County's discretion.

County may reject any and all Quotations

County may award multiple Quotations

Quotations shall be submitted electronically to:

Lewis County Commission
110 Center Avenue
Weston, WV 26452

Attention: Chad Westfall Lewis County Commission

Email (if electronic submissions are accepted): cwestfall@lewiscountywv.org

Lewis County Commission
110 Center Avenue
Weston, WV 26452

Contact for Questions and Quote Submission: cwestfall@lewiscountywv.org

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Quote Due Date: August 12, 2026

Quote Due Time: 12:00pm Eastern Standard Time

EMERGENCY DEBRIS HAULING SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _27_ day of _July_ _____, 2026, by and between the **Lewis County Commission (LCC)**, a political subdivision of the State of West Virginia (hereinafter referred to as the "Owner"), and Shriver Trucking hereinafter referred to as the "Contractor").

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, equipment, fuel, traffic control, and insurance necessary to haul and properly dispose of disaster-generated Household Solid Waste (HSW) from the West Virginia Department of Environmental Protection (DEP) Temporary Debris Staging & Reduction Site (TDSRS) located in Weston, WV, to the Meadowfill Landfill or final resting site.

Work must be performed in strict compliance with all local, state, and federal laws.

2. TERM & PERIOD OF PERFORMANCE

This Contract shall become effective immediately upon signature by both parties and shall remain in effect for a period of ninety (90) days, terminating on November 25, 2026, unless extended by a written change order signed by both parties or terminated earlier in accordance with Section 10 of this Agreement.

3. COMPENSATION & MEASUREMENT – SEE COST SUMMARY ADDENDUM 1

Owner agrees to pay contractor full amount within 30 days of receipt final billing and receipt of FEMA funding.

Contractor agrees to provide monthly reports to Owner reporting must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill.

4. MAXIMUM CONTRACT CEILING (DO NOT EXCEED)

- **Total Contract Cap:** Total compensation under this Agreement shall not exceed **$150,000.00** without the prior written authorization of the Lewis County Commission via a formal executed Change Order.
- **Contractor Risk:** The Contractor agrees that it performs work at its own risk once the total cumulative billings approach or reach this ceiling price. The Owner shall not be liable for any net costs incurred by the Contractor exceeding this cap.

5. ELIGIBILITY OF DEBRIS & RIGHT OF REJECTION

- **Disaster-Generated Material Required:** The Owner shall only be obligated to pay for the hauling and disposal of eligible Household Solid Waste (HSW) that is a direct result of the declared severe weather event and poses an immediate threat to public health and safety within Lewis County.

- **Right of Refusal:** The Owner's designated Debris Monitor reserves the absolute right to inspect any load prior to transport or at the disposal site. The Debris Monitor shall reject any load, or portion thereof, that contains ineligible material (including but not limited to commercial waste, hazardous materials, hazardous waste, or waste generated outside the designated disaster boundaries). The Owner shall not be liable for, nor issue payment for, any rejected or unauthorized loads.

6. CONTRACTOR VEHICLE CERTIFICATION

Prior to commencing work, all trucks and trailers utilized by the Contractor must be measured and certified for volumetric capacity (in cubic yards) by the Owner's authorized monitor. Each vehicle will be assigned a unique identification number, and its maximum capacity will be clearly recorded. The Contractor shall maintain sideboards and tailgates sufficient to prevent debris from spilling during transit.

7. BILLING AND PAYMENT

The Contractor shall submit final invoice to the Owner upon completion of the contract. Invoice must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill. The Owner shall review and approve/dispute within thirty (30) days of receipt. Owner will pay final balance (total due = final balance) due upon Owner's receipt of FEMA funding, or within two years of final receipt, whichever comes first.

8. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Lewis County Commission, its officers, agents, and employees, as well as the State of West Virginia and the United States Government, from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, caused in whole or in part by the negligent acts or omissions of the Contractor or its subcontractors.

9. INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, the following insurance coverages during the term of this contract, naming the Owner as an additional insured:

- **Commercial General Liability:** $1,000,000 per occurrence / $2,000,000 aggregate.
- **Automobile Liability:** $1,000,000 combined single limit for all owned, non-owned, and hired vehicles.
- **Workers' Compensation:** Statutory limits as required by the State of West Virginia.

10. REQUIRED FEDERAL COMPLIANCE CLAUSES

(As mandated by 2 CFR Part 200 for Federal Grant Reimbursement)

- **Remedies / Breach:** Any violation or breach of terms of this contract by the Contractor shall be cause for immediate termination, and the Owner reserves all rights and remedies available under West Virginia law.
- **Termination for Convenience:** The Owner may terminate this contract, in whole or in part, at any time for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all work, except as otherwise directed. The Contractor will be paid for eligible work successfully completed up to the date of termination.
- **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees to comply with the EEO provisions outlined under 41 CFR Part 60-1.4(b).
- **Clean Air Act and Federal Water Pollution Control Act:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **Debarment and Suspension:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- **Byrd Anti-Lobbying Amendment:** The Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- **Procurement of Recovered Materials:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- **Prohibition on Cost-Plus-Percentage-of-Cost:** In accordance with 2 CFR § 200.324(d), the cost-plus-a-percentage-of-cost method of contracting shall not be used. No modification, change order, or amendment to this contract shall utilize a percentage-of-cost markup system.
- **Prohibition on certain telecommunications and video surveillance equipment or services.** 2 CFR § 200.216
- **Domestic preferences for procurments.** 2 CFR § 200.322

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no modification, alteration, or amendment shall be binding unless made in writing and signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

OWNER: LEWIS COUNTY COMMISSION

By: Agnes Queen

Name Title: Agnes Queen - President

Date: 8/04/2026

CONTRACTOR:

By: [signature] / Stephen E Shriver II

Name Title: President

Date: 08/04/2026

ADDENDUM #1 – COST SUMMARY

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	Debris Hauling and Management*		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Debris Reduction Site (any distance)	CY	
2	Waterway: Collection, Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	CY	
3	Waterway: Collection, Loading and Hauling of Eligible C&D Debris to Debris Reduction Site	CY	
4	Demolition of Structure (example: house, trailer, or building)	SF	
5	Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the County)	CY	
6	Collect, Load and Haul In of C&D from ROW to temporary site.	CY	
7	Load and Haul Out C&D from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)	CY	
8	Clearing and preparation of each Debris Reduction Site.	EA.	

EMERGENCY DEBRIS HAULING SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this __27___ day of __July_ _ _____, 2026, by and between the **Lewis County Commission (LCC),** a political subdivision of the State of West Virginia (hereinafter referred to as the "Owner"), and Doss Enterprises LC (hereinafter referred to as the "Contractor").

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, equipment, fuel, traffic control, and insurance necessary to haul and properly dispose of disaster-generated Household Solid Waste (HSW) from the West Virginia Department of Environmental Protection (DEP) Temporary Debris Staging & Reduction Site (TDSRS) located in Weston, WV, to the Meadowfill Landfill or final resting site.

Work must be performed in strict compliance with all local, state, and federal laws.

2. TERM & PERIOD OF PERFORMANCE

This Contract shall become effective immediately upon signature by both parties and shall remain in effect for a period of ninety (90) days, terminating on November 25, 2026, unless extended by a written change order signed by both parties or terminated earlier in accordance with Section 10 of this Agreement.

3. COMPENSATION & MEASUREMENT – SEE COST SUMMARY ADDENDUM 1

Owner agrees to pay contractor full amount within 30 days of receipt final billing and receipt of FEMA funding.

Contractor agrees to provide monthly reports to Owner reporting must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill.

4. MAXIMUM CONTRACT CEILING (DO NOT EXCEED)

- **Total Contract Cap:** Total compensation under this Agreement shall not exceed **$150,000.00** without the prior written authorization of the Lewis County Commission via a formal executed Change Order.
- **Contractor Risk:** The Contractor agrees that it performs work at its own risk once the total cumulative billings approach or reach this ceiling price. The Owner shall not be liable for any net costs incurred by the Contractor exceeding this cap.

5. ELIGIBILITY OF DEBRIS & RIGHT OF REJECTION

- **Disaster-Generated Material Required:** The Owner shall only be obligated to pay for the hauling and disposal of eligible Household Solid Waste (HSW) that is a direct result of the declared severe weather event and poses an immediate threat to public health and safety within Lewis County.

- **Right of Refusal:** The Owner's designated Debris Monitor reserves the absolute right to inspect any load prior to transport or at the disposal site. The Debris Monitor shall reject any load, or portion thereof, that contains ineligible material (including but not limited to commercial waste, hazardous materials, hazardous waste, or waste generated outside the designated disaster boundaries). The Owner shall not be liable for, nor issue payment for, any rejected or unauthorized loads.

6. CONTRACTOR VEHICLE CERTIFICATION

Prior to commencing work, all trucks and trailers utilized by the Contractor must be measured and certified for volumetric capacity (in cubic yards) by the Owner's authorized monitor. Each vehicle will be assigned a unique identification number, and its maximum capacity will be clearly recorded. The Contractor shall maintain sideboards and tailgates sufficient to prevent debris from spilling during transit.

7. BILLING AND PAYMENT

The Contractor shall submit final invoice to the Owner upon completion of the contract. Invoice must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill. The Owner shall review and approve/dispute within thirty (30) days of receipt. Owner will pay final balance (total due = final balance) due upon Owner's receipt of FEMA funding, or within two years of final receipt, whichever comes first.

8. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Lewis County Commission, its officers, agents, and employees, as well as the State of West Virginia and the United States Government, from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, caused in whole or in part by the negligent acts or omissions of the Contractor or its subcontractors.

9. INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, the following insurance coverages during the term of this contract, naming the Owner as an additional insured:

- **Commercial General Liability:** $1,000,000 per occurrence / $2,000,000 aggregate.
- **Automobile Liability:** $1,000,000 combined single limit for all owned, non-owned, and hired vehicles.
- **Workers' Compensation:** Statutory limits as required by the State of West Virginia.

10. REQUIRED FEDERAL COMPLIANCE CLAUSES

(As mandated by 2 CFR Part 200 for Federal Grant Reimbursement)

- **Remedies / Breach:** Any violation or breach of terms of this contract by the Contractor shall be cause for immediate termination, and the Owner reserves all rights and remedies available under West Virginia law.
- **Termination for Convenience:** The Owner may terminate this contract, in whole or in part, at any time for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all work, except as otherwise directed. The Contractor will be paid for eligible work successfully completed up to the date of termination.
- **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees to comply with the EEO provisions outlined under 41 CFR Part 60-1.4(b).
- **Clean Air Act and Federal Water Pollution Control Act:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **Debarment and Suspension:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- **Byrd Anti-Lobbying Amendment:** The Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- **Procurement of Recovered Materials:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- **Prohibition on Cost-Plus-Percentage-of-Cost:** In accordance with 2 CFR § 200.324(d), the cost-plus-a-percentage-of-cost method of contracting shall not be used. No modification, change order, or amendment to this contract shall utilize a percentage-of-cost markup system.
- **Prohibition on certain telecommunications and video surveillance equipment or services.** 2 CFR § 200.216
- **Domestic preferences for procurments.** 2 CFR § 200.322

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no modification, alteration, or amendment shall be binding unless made in writing and signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

OWNER: LEWIS COUNTY COMMISSION

By: Agnes Queen

Name/Title: Agnes Queen-President

Date: 8/04/2026

CONTRACTOR:

By: Nathan Cates

Name/Title: Trucking Manager

Date: 8/4/26

ADDENDUM #1 – COST SUMMARY

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	*Debris Hauling and Management**		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Debris Reduction Site (any distance)	CY	
2	Waterway: Collection, Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	CY	
3	Waterway: Collection, Loading and Hauling of Eligible C&D Debris to Debris Reduction Site	CY	
4	Demolition of Structure (example: house, trailer, or building)	SF	
5	Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the County)	CY	
6	Collect, Load and Haul In of C&D from ROW to temporary site.	CY	
* 7	Load and Haul Out C&D from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)	CY	500.00 per load
8	Clearing and preparation of each Debris Reduction Site.	EA.	

EMERGENCY DEBRIS HAULING SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of August , 2026, by and between the **Lewis County Commission (LCC)**, a political subdivision of the State of West Virginia (hereinafter referred to as the "Owner"), and **SDR** (hereinafter referred to as the "Contractor").

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, equipment, fuel, traffic control, and insurance necessary to haul and properly dispose of disaster-generated Household Solid Waste (HSW) from the West Virginia Department of Environmental Protection (DEP) Temporary Debris Staging & Reduction Site (TDSRS) located in Weston, WV, to the Meadowfill Landfill or final resting site.

Work must be performed in strict compliance with all local, state, and federal laws.

2. TERM & PERIOD OF PERFORMANCE

This Contract shall become effective immediately upon signature by both parties and shall remain in effect for a period of ninety (90) days, terminating on November 25, 2026, unless extended by a written change order signed by both parties or terminated earlier in accordance with Section 10 of this Agreement.

3. COMPENSATION & MEASUREMENT – SEE COST SUMMARY ADDENDUM 1

Owner agrees to pay contractor Net 30 days from receipt of a complete and undisputed invoice.

Contractor agrees to provide monthly invoices to Owner reporting must be accompanied by the original matching copies of the verified Debris Load Tickets, produced by onsite monitor (DebrisTech) and disposal receipts from the local permitted landfill.

4. MAXIMUM CONTRACT CEILING (DO NOT EXCEED)

- **Total Contract Cap:** Total compensation under this Agreement shall not exceed **$150,000.00** without the prior written authorization of the Lewis County Commission via a formal executed Change Order.
- **Contractor Risk:** The Contractor agrees that it performs work at its own risk once the total cumulative billings approach or reach this ceiling price. The Owner shall not be liable for any net costs incurred by the Contractor exceeding this cap.

5. ELIGIBILITY OF DEBRIS & RIGHT OF REJECTION

- **Disaster-Generated Material Required:** The Owner shall only be obligated to pay for the hauling and disposal of eligible Flood Debris that is a direct result of the declared severe weather event and poses an immediate threat to public health and safety within Lewis County.

- **Right of Refusal:** The Owner's designated Debris Monitor reserves the absolute right to inspect any load prior to transport or at the disposal site. The Debris Monitor shall reject any load, or portion thereof, that contains ineligible material (including but not limited to commercial waste, hazardous materials, hazardous waste, or waste generated outside the designated disaster boundaries). The Owner shall not be liable for, nor issue payment for, any rejected or unauthorized loads.

6. CONTRACTOR VEHICLE CERTIFICATION

Prior to commencing work, all trucks and trailers utilized by the Contractor must be measured and certified for volumetric capacity (in cubic yards) by the Owner's authorized monitor. Each vehicle will be assigned a unique identification number, and its maximum capacity will be clearly recorded. The Contractor shall maintain sideboards and tailgates sufficient to prevent debris from spilling during transit.

7. BILLING AND PAYMENT

The Contractor shall submit monthly invoices to the Owner. Invoice must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill. The Owner shall review and approve/dispute within thirty (30) days of receipt.

8. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Lewis County Commission, its officers, agents, and employees, as well as the State of West Virginia and the United States Government, from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, caused in whole or in part by the negligent acts or omissions of the Contractor or its subcontractors.

9. INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, the following insurance coverages during the term of this contract, naming the Owner as an additional insured:

- **Commercial General Liability:** $1,000,000 per occurrence / $2,000,000 aggregate.
- **Automobile Liability:** $1,000,000 combined single limit for all owned, non-owned, and hired vehicles.
- **Workers' Compensation:** Statutory limits as required by the State of West Virginia.

10. REQUIRED FEDERAL COMPLIANCE CLAUSES

(As mandated by 2 CFR Part 200 for Federal Grant Reimbursement)

- **Remedies / Breach:** Any violation or breach of terms of this contract by the Contractor shall be cause for immediate termination, and the Owner reserves all rights and remedies available under West Virginia law.
- **Termination for Convenience:** The Owner may terminate this contract, in whole or in part, at any time for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all work, except as otherwise directed. The Contractor will be paid for eligible work successfully completed up to the date of termination.
- **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees to comply with the EEO provisions outlined under 41 CFR Part 60-1.4(b).
- **Clean Air Act and Federal Water Pollution Control Act:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **Debarment and Suspension:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- **Byrd Anti-Lobbying Amendment:** The Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- **Procurement of Recovered Materials:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- **Prohibition on Cost-Plus-Percentage-of-Cost:** In accordance with 2 CFR § 200.324(d), the cost-plus-a-percentage-of-cost method of contracting shall not be used. No modification, change order, or amendment to this contract shall utilize a percentage-of-cost markup system.
- **Prohibition on certain telecommunications and video surveillance equipment or services.** 2 CFR § 200.216
- **Domestic preferences for procurements.** 2 CFR § 200.322

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no modification, alteration, or amendment shall be binding unless made in writing and signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

OWNER: LEWIS COUNTY COMMISSION

By: Agnes Queen

Name/Title: President

Date: 8/14/26

CONTRACTOR: SDR

By: AlMcC

Name/Title: Al C. McClaran

Date: 08/14/2026

ADDENDUM #1 – COST SUMMARY

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	Debris Hauling and Management*		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Debris Reduction Site (any distance)	CY	
2	Waterway: Collection, Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	CY	
3	Waterway: Collection, Loading and Hauling of Eligible C&D Debris to Debris Reduction Site	CY	
4	Demolition of Structure (example: house, trailer, or building)	SF	
5	Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the County)	CY	
6	Collect, Load and Haul In of C&D from ROW to temporary site.	CY	
7	Load and Haul Out C&D from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)	CY	$7.00
8	Clearing and preparation of each Debris Reduction Site.	EA.	

9	Operate Debris Reduction Site – Includes Segregation of Debris and Maintenance of Traffic within Site. Includes segregation and compliant storage of any hazardous waste and household hazardous waste that has been incidentally collected	CY	
10	Restoration and Closeout of each Debris Reduction Site.	EA.	
11	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping (County will determine grinding, burning or combo both).	CY	
12	Reduction of Vegetative Debris at the Debris Reduction Site by Burning (County will determine grinding, burning or combo both)	CY	
13	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site (tipping fees separate)	CY	
14a	Load, Haul, and Final Disposal of Reduced Vegetative Debris (Ash) from DRS to Landfill or location other than temporary burn site (includes any required spreading)	CY	
14b	Spread ash to required standards at temporary debris site	CY	
15	Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop)	CY	
16	Leaning/Hazardous Tree Removal, 13" – 23" (Cut and Drop)	CY	
17	Leaning/Hazardous Tree Removal, 24" - 36" (Cut and Drop)	CY	
18	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	CY	

19	Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop)	CY	
20	Hazardous Stump Removal – 24" – 35"	CY	
21	Hazardous Stump Removal – 36" – 48"	CY	
22	Hazardous Stump Removal – Greater than 48"	CY	

Lewis County
Rebecca L. Carder, Clerk
Instrument 303295
08/04/2026 @ 02:11:30 PM
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Book 31 @ Page 73
Pages Recorded 7

EMERGENCY DEBRIS HAULING SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this __27___ day of __July_____, 2026, by and between the **Lewis County Commission (LCC)**, a political subdivision of the State of West Virginia (hereinafter referred to as the "Owner"), and **Hardman Trucking** (hereinafter referred to as the "Contractor").

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, equipment, fuel, traffic control, and insurance necessary to haul and properly dispose of disaster-generated Household Solid Waste (HSW) from the West Virginia Department of Environmental Protection (DEP) Temporary Debris Staging & Reduction Site (TDSRS) located in Weston, WV, to the Meadowfill Landfill or final resting site.

Work must be performed in strict compliance with all local, state, and federal laws.

2. TERM & PERIOD OF PERFORMANCE

This Contract shall become effective immediately upon signature by both parties and shall remain in effect for a period of ninety (90) days, terminating on November 25, 2026, unless extended by a written change order signed by both parties or terminated earlier in accordance with Section 10 of this Agreement.

3. COMPENSATION & MEASUREMENT – SEE COST SUMMARY ADDENDUM 1

Owner agrees to pay contractor Ten-Thousand Dollars ($10,000.00) within 30 days of contract execution and initial invoice receipt. Contractor agrees to invoice for the remaining balance due upon completion of the contract.

Contractor agrees to provide monthly reports to Owner reporting reporting must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill.

4. MAXIMUM CONTRACT CEILING (DO NOT EXCEED)

- **Total Contract Cap:** Total compensation under this Agreement shall not exceed **$150,000.00** without the prior written authorization of the Lewis County Commission via a formal executed Change Order.
- **Contractor Risk:** The Contractor agrees that it performs work at its own risk once the total cumulative billings approach or reach this ceiling price. The Owner shall not be liable for any net costs incurred by the Contractor exceeding this cap.

5. ELIGIBILITY OF DEBRIS & RIGHT OF REJECTION

- **Disaster-Generated Material Required:** The Owner shall only be obligated to pay for the hauling and disposal of eligible Household Solid Waste (HSW) that is a direct result

of the declared severe weather event and poses an immediate threat to public health and safety within Lewis County.

- **Right of Refusal:** The Owner's designated Debris Monitor reserves the absolute right to inspect any load prior to transport or at the disposal site. The Debris Monitor shall reject any load, or portion thereof, that contains ineligible material (including but not limited to commercial waste, hazardous materials, hazardous waste, or waste generated outside the designated disaster boundaries). The Owner shall not be liable for, nor issue payment for, any rejected or unauthorized loads.

6. CONTRACTOR VEHICLE CERTIFICATION

Prior to commencing work, all trucks and trailers utilized by the Contractor must be measured and certified for volumetric capacity (in cubic yards) by the Owner's authorized monitor. Each vehicle will be assigned a unique identification number, and its maximum capacity will be clearly recorded. The Contractor shall maintain sideboards and tailgates sufficient to prevent debris from spilling during transit.

7. BILLING AND PAYMENT

The Contractor shall submit final invoice to the Owner upon completion of the contract. Invoice must be accompanied by the original matching copies of the verified Debris Load Tickets and disposal receipts from the local permitted landfill. The Owner shall review and approve/dispute within thirty (30) days of receipt. Owner will pay final balance (total due - $10,000.00 initial payment = final balance) due upon Owner's receipt of FEMA funding, or within two years of final receipt, whichever comes first.

8. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Lewis County Commission, its officers, agents, and employees, as well as the State of West Virginia and the United States Government, from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, caused in whole or in part by the negligent acts or omissions of the Contractor or its subcontractors.

9. INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, the following insurance coverages during the term of this contract, naming the Owner as an additional insured:

- **Commercial General Liability:** $1,000,000 per occurrence / $2,000,000 aggregate.
- **Automobile Liability:** $1,000,000 combined single limit for all owned, non-owned, and hired vehicles.

- **Workers' Compensation:** Statutory limits as required by the State of West Virginia.

10. REQUIRED FEDERAL COMPLIANCE CLAUSES

(As mandated by 2 CFR Part 200 for Federal Grant Reimbursement)

- **Remedies / Breach:** Any violation or breach of terms of this contract by the Contractor shall be cause for immediate termination, and the Owner reserves all rights and remedies available under West Virginia law.
- **Termination for Convenience:** The Owner may terminate this contract, in whole or in part, at any time for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all work, except as otherwise directed. The Contractor will be paid for eligible work successfully completed up to the date of termination.
- **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees to comply with the EEO provisions outlined under 41 CFR Part 60-1.4(b).
- **Clean Air Act and Federal Water Pollution Control Act:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **Debarment and Suspension:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- **Byrd Anti-Lobbying Amendment:** The Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- **Procurement of Recovered Materials:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- **Prohibition on Cost-Plus-Percentage-of-Cost:** In accordance with 2 CFR § 200.324(d), the cost-plus-a-percentage-of-cost method of contracting shall not be used. No modification, change order, or amendment to this contract shall utilize a percentage-of-cost markup system.

- **Prohibition on certain telecommunications and video surveillance equipment or services.** 2 CFR § 200.216
- **Domestic preferences for procurments.** 2 CFR § 200.322

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no modification, alteration, or amendment shall be binding unless made in writing and signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

OWNER: LEWIS COUNTY COMMISSION

By: Agnes Queen
Name/Title: Agnes Queen - President
Date: 07/27/2026

CONTRACTOR: Hardman Trucking

By: Kevin Hardman
Name/Title: Kevin Hardman / Manager
Date: 07/27/2026

ADDENDUM #1 – COST SUMMARY

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	Debris Hauling and Management		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Debris Reduction Site (any distance)	CY	
2	Waterway: Collection, Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	CY	
3	Waterway: Collection, Loading and Hauling of Eligible C&D Debris to Debris Reduction Site	CY	
4	Demolition of Structure (example: house, trailer, or building)	SF	
5	Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the County)	CY	
6	Collect, Load and Haul In of C&D from ROW to temporary site.	CY	
7	Load and Haul Out C&D from temporary site to final destination. Tipping fees not included. (tipping fees either passed through no markup or billed directly to the County)	CY	$29.40
8	Clearing and preparation of each Debris Reduction Site.	EA.	

9	Operate Debris Reduction Site – Includes Segregation of Debris and Maintenance of Traffic within Site. Includes segregation and compliant storage of any hazardous waste and household hazardous waste that has been incidentally collected	CY	
10	Restoration and Closeout of each Debris Reduction Site.	EA.	
11	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping (County will determine grinding, burning or combo both).	CY	
12	Reduction of Vegetative Debris at the Debris Reduction Site by Burning (County will determine grinding, burning or combo both)	CY	
13	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site (tipping fees separate)	CY	
14a	Load, Haul, and Final Disposal of Reduced Vegetative Debris (Ash) from DRS to Landfill or location other than temporary burn site (includes any required spreading)	CY	
14b	Spread ash to required standards at temporary debris site	CY	
15	Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop)	CY	
16	Leaning/Hazardous Tree Removal, 13" – 23" (Cut and Drop)	CY	
17	Leaning/Hazardous Tree Removal, 24" - 36" (Cut and Drop)	CY	
18	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	CY	

19	Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop)	CY	
20	Hazardous Stump Removal – 24" – 35"	CY	
21	Hazardous Stump Removal – 36" – 48"	CY	
22	Hazardous Stump Removal – Greater than 48"	CY	

LEWIS COUNTY
Senior Citizens
CENTER

Phone: 304-269-5738
Fax: 304-269-7329

171 W Second Street
Weston, WV 26452

Website: LCSeniorcenter.com
Email: Admin@LCSeniorcenter.com

August 18, 2026

The Honorable Adam Burkhammer
West Virginia House of Delegates
Room 219E, Building 1
1900 Kanawha Blvd. E.
Charleston, WV 25305

Dear Delegate Burkhammer:

Thank you for your hard work and dedication to our community following the devastating July 21 flooding. I am writing to request your support as the Lewis County Senior Center works to recover and rebuild from this disaster.

Unfortunately, the Lewis County Senior Center was not spared. The entire 9,000-square-foot building sustained flood damage, affecting walls, flooring, equipment, furniture, and other essential resources. Our transportation department was also severely impacted. Ten of our eleven vehicles were damaged, and six have been declared total losses. In addition, our freezers, refrigerators, and other kitchen equipment necessary for preparing daily meals for seniors were damaged or destroyed.

For more than 50 years, the Lewis County Senior Center has served as a vital resource for older adults throughout our community. Each year, we serve more than 35,000 meals to seniors. Last year alone, we provided more than 8,000 rides to seniors and individuals with disabilities, traveling over 80,000 miles. We assist community members with Social Security matters, Medicare enrollment, housing applications, SNAP benefits, and many other essential services. The Center also offers a wide range of activities that help combat loneliness and isolation while promoting health, well-being, and social engagement.

Thanks to the generosity of community partners, volunteers, and donors, we have been able to continue delivering meals to homebound seniors by utilizing the kitchen at the Jane Lew Community Building. Staff and volunteers have used personal vehicles to help meet immediate needs, and transportation services have continued through the use of rented vans. However, while these efforts allow us to maintain critical services, our seniors have lost an important gathering place where they find companionship, support, and access to valuable resources.

I respectfully request a contribution of $200,000 to assist with rebuilding and restoring the Lewis County Senior Center. Drywall and flooring throughout the building will need to be replaced. Tables, chairs, desks, office equipment, exercise equipment, kitchen supplies, craft materials, our ceramics kiln, bingo supplies, and countless other items were lost. We were fortunate to receive tremendous volunteer support in removing damaged materials and contents after the flood. Any funds received would be used to rebuild and re-equip the Center as quickly as possible so that we can once again fully serve the seniors of Lewis County.

Thank you for your time, consideration, and continued service to our community. I hope you will consider supporting our efforts to rebuild this essential local resource.

Sincerely,

Christy Mills, Director
Lewis County Senior Center

CC:

Lewis County Commission
110 Center Avenue, 2 Fl
Weston, WV 26452

Outlook

Agenda Items

From rcarder lewiscountywv.org <rcarder@lewiscountywv.org>
Date Wed 8/19/2026 9:32 AM
To Tina Helmick <thelmick@lewiscountywv.org>
Cc Amber Kelly <akelly@lewiscountywv.org>

I have two items for August 25th Agenda...

Polins

1. County Clerk, Becky Carder, submits a request for Public Notice of Proposed ~~Precinct~~ Change Location. Due to recent flooding, Precinct 9 (Board of Education Building) and Precinct 10 (RLBMS Vocational Building) will be unavailable for use. The proposed location for both precincts is Weston Volunteer Fire Department. (action required)

2. County Clerk, Becky Carder, presents a Last Will and Testament for Charles William Curry, Jr., to the Commission for review and action on possible entry for probate. (action required)

Let me know if you have questions.

Thanks,

Becky
Rebecca L. Carder
Lewis County Clerk
110 Center Avenue
Weston, WV 26452
(304) 269-8215

APPENDIX A 64CSR116. County Questionnaire.

Responding County Name Lewis Date Completed

County Demographics

2020 County Population 17,033 County Fiscal Year Beginning Month July

Current Population Estimate 17,000 Presence of EMS Specific Levy ___ Yes X No

If Yes, list the formal name of the EMS levy as listed on ballots N/A

If Yes, when was levy last renewed or enacted (if on first election cycle)

List your county's overall levy rate verses the state maximum rate as a percentage ____%

Are there cities, towns, or municipalities in the county who will have budget excesses this FY? ____Yes
X No

****Please include the most recent, voter approved levy order or special fee order as addendum****

Ambulance Response Information

Total 911 request for ambulance service for last calendar year 2785

Total number of WV Licensed Ambulance Transporting Agencies in county one

Total number of Active EMS Personnel

Total EMVO 5 Total EMT 10 Total Advanced- EMT 0 Total Paramedic 3

Current New Hire Pay Rates (annual)
EMVO $ 11.25 EMT$ 13.25 Advanced-EMT$ 15.25 Paramedic$ 17.25

Are/Is the agency(ies) serving your county "short staffed" X Yes ___ No

If yes, indicate the number of positions in each category that your county is short (Dedicated to 911 response only)
Total EMVO 0 Total EMT 3 Total Advanced- EMT 0 Total Paramedic 2

Of Contiguous Counties (include out-of-state) to you, list the starting annual salaries for EMS positions.

County Name	EMVO Annual	EMT Annual	A-EMT Annual	Paramedic
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

Crisis Response Team

Does your county have an organized Crisis Response Team specifically geared toward first responders including, but not limited to, EMS? ____Yes _X_No

If Yes, number of team members currently trained and deployable _0____

If No, Do you have plans to implement a Crisis Response Team? ____Yes _X_No

If Yes, Date team will be operational_____ Team Liaison Name_____
Cell_____

****Please list each additional team members and their contact information individually as an addendum****

County Commission

Name_____ County Commission President Street_____ City_____, WV Zip_____ Phone:_____ Cell_____	Name_____ County Commissioner Street_____ City_____, WV Zip_____ Phone:_____ Cell_____	Name_____ County Commissioner Street_____ City_____, WV Zip_____ Phone:_____ Cell_____

Software Systems Incorporated

IBM Business Partner

23 South University Avenue, Morgantown, WV 26508 Phone: (304) 292 – 2568 FAX: (304) 292 - 9836

July, 31, 2026

TO: All Software Systems, Inc. Maintenance Contract Customers

SUBJECT: Changes in Maintenance Contract Amounts

Please find enclosed your new maintenance contract amounts. We will not be making any rate increases this year. As a reminder, the level 2 and level 3 amounts are based on your "usage" for the period 7/1/2025 through 6/30/2026. Each month, we include in our billing, a page with a header that says "Maintenance Information". It also notes that you are not to pay that amount, but it is the value of the services you have received under your maintenance contract. We do this so that you will recognize what factors influence the price of our support. You are effectively paying this year for services you received last year. We do not just bill a flat fee for our support. We compute different fees based on the amount of help each of our customers require. This is done in an effort to allow you to spread equal payments across the entire year, rather than having ups and downs in the amount due each month, and to be as fair as possible with our support charges.

Please enter the level of maintenance you want for each system in the column second from the right. Also, then please initial each line. If you do not make an entry in the "2026-2027" column, we will assume you wish to continue the same level as last year.

Please also note that we have assumed most counties would continue the same level of maintenance this year as last year. The invoice for July 2026 reflects new rates for the same level of maintenance you had last year. If you determine you wish to change the level of maintenance, we will adjust the amount, and make corresponding changes to the charges for services performed in July 2026.

Finally, if you wish to increase your level of maintenance coverage to include phone calls or on-site services, please let us know and we will prepare a quote for the additional support.

We look forward to bringing you additional program enhancements this year under the Level 1 terms of your maintenance contracts, and as usual are anxious to help you with all your computing needs.

Lewis County Assessor
PO Box 706

Weston WV 26452

Please find below the 2026-2027 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

Application	Level 1 Charge	Number of Calls	Level 2 Charge	Level 3 Charge	Last Yr	Select New Level of Maintenance 2026-27	Initials
Assessor Supplementals	$66.70	2 + lvl2	$66.70 $10.00 $76.70	N/A	2	____	____

ACCEPTED:_____ DATE:_____

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Lewis County Tax Office
Lewis County Courthouse
108 Center Ave.
Weston WV 26452

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Application	Level 1 Charge	Number of Calls	Level 2 Charge	Level 3 Charge	Last Yr	Select New Level of Maintenance 2026-27	Initials
Sheriff's Accounting	$287.50		$287.50	N/A			
		20 + lvl2	$64.00				
			$351.50		2	____	____
Tax Collection	$287.50		$287.50	$287.50			
		19 + lvl2	$85.00	$85.00			
			$372.50 + lvl3	$92.00	3	____	____
				$464.50			
Tax Internet Inquiry	$115.00		$115.00	N/A			
		0 + lvl2	$2.00				
			$117.00		2	____	____
Tax On-line Payments	$86.25		$86.25	N/A			
		2 + lvl2	$7.00				
			$93.25		2	____	____

ACCEPTED:_____ **DATE:**_____

Software Systems Incorporated

IBM Business Partner

23 South University Avenue, Morgantown, WV 26508 Phone: (304) 292 – 2568 FAX: (304) 292 - 9836

July, 31, 2026

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Lewis County Commission
Lewis County Courthouse
108 Center Ave.
Weston WV 26452

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Application	Level 1 Charge	Number of Calls	Level 2 Charge	Level 3 Charge	Last Yr	Select New Level of Maintenance 2026-27	Initials
System/Hardware	N/A	8 + lvl2	N/A $28.00 $28.00	N/A	2	____	____

ACCEPTED:_____ **DATE:**_____

Barbara Winans

• 354 Winans Rd Camden, WV 26338 • 304-269-4403

August 19, 2026

To: Lewis County Commission
110 Court Ave.
Weston, WV 26452

Ref: Retirement Notice

Greetings Honorable Lewis County Commission,

Please accept this letter as formal notification of my decision to retire from my position as Janitor effective August 31, 2026.

I am deeply grateful for the 20 years I have spent working for the Lewis County Commission. I especially appreciate your understanding concerning my health issues and the short notice I am providing regarding my retirement.

I wish the best for Lewis County and I pray that you will succeed in your endeavors that make our county do well.

Respectfully,

Barbara Winans

Barbara Winans

TS

TAMARA SKIDMORE
304.940.3887
Tamara.skidmore@courtswv.gov

20 AUGUST, 2026

LEWIS COUNTY CIRCUIT CLERK
117 Court Avenue
Weston, WV 26452

HONORABLE LEWIS COUNTY COMMISSIONERS

I'm writing to formally announce my resignation from the Lewis County Circuit Clerk's Office, with my last day being August 28th. This decision wasn't made lightly, but I believe it is time for me to focus on new challenges and pursue different endeavors that align with my evolving aspirations.

Working as a Deputy Circuit Clerk has been an invaluable experience, and I am grateful for the support and guidance that have contributed to my growth during my tenure here. The collaborative spirit and dedication to excellence are aspects of the company culture I have deeply admired and will miss.

I appreciate the opportunity to be part of the Lewis County Circuit Clerk's team and hope to stay in touch as I move forward. Thank you for the positive experiences and for fostering an environment that encourages learning and growth.

SINCERELY,
TAMARA SKIDMORE

CC: LEWIS COUNTY COMMISSION
CC: LEWIS COUNTY CIRCUIT CLERK, BETH BURKHART

Outlook

Agenda item

From Tina Helmick <thelmick@lewiscountywv.org>
Date Tue 8/18/2026 3:48 PM
To Amber Kelly <akelly@lewiscountywv.org>

For the next agenda we will need to add consideration of cancelation for the September 8th and 15 meetings due to lack of quorum.

Thank you and have a wonderful day,

Tina J. Helmick, MSW
Lewis County Commission
Administrator