COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
Phone:(304)269-8200

FAX: (304)269-2416
Email:lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org

COMMISSIONERS:
Agnes Queen, President
Bobby Stewart, Commissioner
Chad Westfall, Commissioner

LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, AUGUST 18, 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

CORRESPONDENCE

3. **Upshur County Commission Meeting Agenda:** The August 13, 2026 Upshur County Commission meeting agenda is presented for review. *(information only)*
4. **City of Weston's Opposition to Proposed Valley North Transmission Line:** Commissioners will review a copy of Resolution 2026-01, adopted by the City Council of the City of Weston expressing the City's formal opposition to the proposed Valley North Transmission Line. (*information only)*
5. **State of West Virginia Division of Corrections & Rehabilitation:** The Regional Jail invoice for the month of July 2026 in the amount of $52,444.15 is presented for review. The invoice amount for June 2026 was $73,535.92. The invoice amount for July 2025 was $63,776.70. The county daily rate is $60.35. Lewis County has been billed for 869 bed days this FY. (*information only)*
6. **Sheriff's Financial Statement:** The July 2026 Sheriff's Financial Statement is presented for review. The June 2026 statement and the July 2025 statement are also presented for review. *(information only)*
7. **Valley North Transmission Line Letter of Opposition, Brenda L. Gould:** An opposition letter from Brenda L. Gould regarding the proposed Valley North Transmission Line is presented for review. (*information only)*
8. **Coal Severance Tax:** Lewis County received Coal Severance Tax in the amount of $11, 676.18 for the time period of April 1, 2026 to June 30, 2026. The previous quarter total was $6,653.15. The amount received for this time period last year was $14,352.70. *(information only)*

9. **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

10. **State Election Commission:** Commissioners will review a reward letter sent from Kris Warner, Secretary of State, regarding the HAVA Security Fund Subgrant. Award #EAC-ELSEC18WV in the amount of $60,489.20 has been approved. (*action required*)
11. **County Clerk Request for Flood Fund**: County Clerk, Becky Carder, requests approval from the Commission to create a separate Fund from the West Virginia State Auditor's Uniform Chart of Accounts for processing any flood related invoices. The new Fund Number will be 047 - Flood 2026. (action required)
12. **Time Sheets, Leave Requests and Annual Leave Transfers:** Tina Helmick (*action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

13. **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)*
14. **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)*
15. **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)*
16. **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:

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

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.

- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

Additional Notices

Upshur County Commission
Meeting Agenda

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

Location:	Upshur County Courthouse Annex If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
Date of Meeting:	August 13, 2026
9:00 a.m.	Moment of Silent Meditation --- Pledge of Allegiance Approval of Minutes: • August 6, 2026
9:15 a.m.	Steve Wykoff, UCDHSEM Director – (1) Review and discuss Search and Rescue Team collaboration (2) As Chair of LEPC: Discuss goals, objectives, mission of organization
11:00 a.m.	Petition for Elective Share of the Estate of Tracy Leon Singleton

Items for Discussion / Action / Approval:

1. Approval and signature of the esri renewal quote in the amount of $5,145. for term period 10/01/2026 – 09/30/2027. *

2. Consider executing a WVPBM Bellwether Agreement in the case of Ohio County Commission et al v. Express Scripts, Inc.* *Under Separate Cover*
   Item may lead to Executive Session per WV Code §6-9A-4 (A)

3. Review and consider approving the 2026-2027 Maintenance Contract Amounts for services from Software Systems, Inc. This maintenance includes program updates, telephone support and time spent performing data conversions and other on-site tasks depending upon which level is requested for each system. *

4. Review and approve payment of the Upshur County Sheriff's Commission for Fiscal Year Ending June 30, 2026, as amended by Senate Bill 701 passed during the 2026 Regular Session. *

5. Consider filing a Motion for Sale of Property, Case No. 25-C-84 in the Circuit Court of Upshur County, West Virginia, in the case of *The Upshur County Commission vs. Carolyn Sue Sipe and Cato Energy, LLC.*, pursuant to West Virginia Code 7-1-3(ff), to reimburse the Plaintiff for the costs of the re-mediation of the premises. *

6. Consider filing a Complaint in the Circuit Court of Upshur County, West Virginia, in the case of *The County Commission of Upshur County, West Virginia, Plaintiff, vs. Shelby T. Phillips and William Phillips, Defendants*, in a Safe Structures and Sites Case. *

7. Accept donation of a 2013 Dodge Durango from the Greenbrier County Commission, to be utilized by the Lewis-Upshur Animal Control Facility. *

8. Memorandum from Upshur County Youth Camp Board Nominating Committee requesting the appointment of Douglas K. Bush to the Youth Camp Board to fill the vacant seat previously held by Craig Presar. If approved, Mr. Bush's term will be effective immediately and expire 5/31/2027. *

9. Correspondence from Chris Cook submitting his resignation as Community Affairs Representative on the Upshur County Safe Structures and Sites Board. * *Under Separate Cover*

10. Consider resignation of employee. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under Separate Cover*

11. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

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

1. Correspondence from Patrick Morrisey, Governor of West Virginia, announcing approval of a Community Corrections Program grant award to the Upshur County Commission in the amount of $161,699. These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.

2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoices for Upshur County for July, 2026. The invoice reflects 1,492 inmate days X the base per diem rate of $60.35 totaling $90,042.20. The June invoices totaled $109,779.20. This amount does not include credits and additional debits made during this period.

3. Monthly report from Tabatha R. Perry, County Administrator, for the Upshur County Courthouse Window Replacement Project submitted on August 6, 2026. The Project was 12,288 sq ft and the cost at completion was $37,485.

4. Correspondence dated July 22, 2026, from Davin White, West Virginia Conservation Agency, announcing West Virginians impacted by Tuesday's Flash Flooding can report debris blockages to their local conservation district.

5. Notification from the Public Service Commission of Disbursement of Wireless E-911 Fees in the amount of $227,767.50 for the months of May, June and July, 2026.

6. Agreement for Sorting and Hauling of Flood Debris between the Upshur County Commission and CAT Trucking.

7. Memorandum of Understanding between the Upshur County Commission and the West Virginia Emergency Management Division for Law Enforcement Security Services at Disaster Recovery Locations.

8. Memorandum from Jennifer L. Ferrell, Director of Community Advancement and Development Division of West Virginia Economic Development announcing FY 2026 Land and Water Conservation Fund (LWCF) Notice Invitation to Submit Park Development Projects by November 6, 2026.

9. Correspondence from Larry Peck, West Virginia State Treasurer, announcing 75% and 25% Coal Severance Tax Distribution - July 2026.

10. Correspondence from Larry Peck, West Virginia State Treasurer, announcing 2nd Quarter 2026 Volunteer Fire Department State Distribution – July 2026.

11. Correspondence from Nancy Hunt, Grant Administrator, Dilapidated Properties Program, Division of Land Restoration, announcing the WV Department of Environmental Protection Sub Grant Unit has completed the review of the DLAP Grant "DLAP24-86." The total cumulative award amount was $13,000 with the entire $13,000 reimbursed.

12. Correspondence from Keith R. Hoover, State Supreme Court of Appeals to Judge Kurt W. Hall announcing approval of allocation of $6,545 from the Upshur County Worthless Check fund to cover costs of the Bailiff Services for the Upshur County Magistrate Court for FY 2026.

13. The Upshur County Commission and Youth Camp Board are accepting applications for the immediate position of a Full-time Caretaker of the Youth Camp Facility located at Selbyville. Applications received by August 26, 2026 will be reviewed and considered.

14. Upshur County Courthouse Air Cooled Chiller Replacement M/P Punch List.

15. FOIA request received and fulfilled from SmartProcure for PO/Vender Information.

16. Upshur County Building and Floodplain Permits for July, 2026

17. Public Notices:

    a) Newsletters and/or Event Notifications:

    b) Agendas and/or Notice of Meetings:

• Nominating Committee-Upshur County Youth Camp Board	August 5, 2026
• Lewis/Upshur Community Corrections	August 10, 2026
• Upshur County Safe Structures and Sites	August 12, 2026
• Council of the City of Buckhannon	August 13, 2026
• Upshur County Fire Board	August 18, 2026

    c) Meeting Minutes:

• Upshur County Fire Board	June 22, 2026
• Elkins Road Public Service District	July 7, 2026
• Nominating Committee- Upshur County Youth Camp Board	August 5, 2026

    ***Dates and times of monthly board meetings are viewable at:**
    www.upshurcounty.org -- Upcoming events are listed on the main page.

18. Appointments Needed or Upcoming:

- Mountaineer Trail Network:
  - immediate vacancy through June 30, 2028 to fill an unexpired term as landowner.
- Upshur County Parks and Recreation Board: vacancy beginning July 1, 2026 for a 2-year term.
- Upshur-Buckhannon Board of Health: vacancy beginning July 1, 2026 through June 30, 2030 (Magisterial District 3)

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

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

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.

CITY OF WESTON
West Virginia

Kathryn Sims
City Clerk
City of Weston
102 West Second Street
Weston, WV 26452

July 21, 2026

Recipient name and address

Re: Valley Link Transmission Line Proposal

Dear Lewis County Commission,

Enclosed please find a copy of Resolution 2026-01, adopted by the City Council of the City of Weston expressing the City's formal opposition to the proposed Valley Link transmission project.

Through this resolution, the City of Weston wishes to clearly communicate its concerns regarding the project and its potential effects on the City, Lewis County, local residents, property owners, natural resources, and the long-term interests of the surrounding community. The City respectfully requests that its position be fully considered in all regulatory, governmental, and administrative proceedings concerning the proposed project.

Please include the enclosed resolution in any official record or correspondence related to the Valley Link project, as applicable. The City also respectfully requests that you consider its stated opposition when reviewing, commenting upon, or taking action concerning the proposal.

Thank you for your attention to this important matter and for your service to the citizens of West Virginia.

Respectfully,

Kathryn Sims

Kathryn Sims
City Clerk
City of Weston

Enclosure: *RESOLUTION NO. 2026-01 A RESOLUTION FORMALLY OPPOSING THE PROPOSED VALLEY NORTH TRANSMISSION LINE PROJECT AND ANY ROUTE THROUGH LEWIS COUNTY.*

RESOLUTION NO. 2026-01

A RESOLUTION FORMALLY OPPOSING THE PROPOSED VALLEY NORTH TRANSMISSION LINE PROJECT AND ANY ROUTE THROUGH LEWIS COUNTY.

WHEREAS, Valley Link Transmission, LLC, a joint venture involving Transource, FirstEnergy, and Dominion Energy, is proposing the Valley North Transmission Line Project, consisting of approximately 260 miles of new 765-kilovolt electric transmission facilities extending from Putnam County, West Virginia, to Frederick County, Maryland, including potential corridors through Lewis County; and

WHEREAS, no final route for the Valley North Transmission Line has been selected, and the project remains in the study, public-comment, route-development, and regulatory-preparation stages; and

WHEREAS, the City Council of the City of Weston recognizes the regional importance of a safe and reliable electric grid but has not been presented with clear and convincing evidence that the proposed Valley North Transmission Line would provide a direct, substantial, and proportionate benefit to the electrical infrastructure, economic development, reliability, or citizens of Weston and Lewis County sufficient to justify the burdens that may be imposed upon this community; and

WHEREAS, West Virginia law requires the developer of a transmission line of 200,000 volts or greater to obtain a certificate of public convenience and necessity from the Public Service Commission of West Virginia before beginning construction, and requires the Commission to determine whether the project is in the best interests of West Virginia customers and citizens and whether it achieves an acceptable balance between power needs and environmental factors; and

WHEREAS, the construction and permanent operation of a 765-kilovolt transmission corridor through Lewis County could substantially alter the rural, residential, agricultural, scenic, and historic character of the affected areas; and

WHEREAS, the City Council is particularly concerned that proximity to large transmission structures, transmission corridors, and associated rights-of-way may diminish the marketability, use, enjoyment, and value of affected homes, farms, businesses, and undeveloped properties, thereby imposing significant private losses upon Lewis County citizens for a project whose principal benefits have not been clearly demonstrated to accrue to this community; and

WHEREAS, tourism is an important component of the economy of Weston and Lewis County, and the community's historic architecture, scenic landscapes, wooded hillsides, farms, waterways, and rural character are essential parts of the experience offered to visitors; and

WHEREAS, the introduction of large-scale transmission towers and cleared rights-of-way may adversely affect scenic views, recreational areas, tourism corridors, visitor impressions, and the overall attractiveness of Weston and Lewis County as destinations for heritage, recreational, and outdoor tourism; and

WHEREAS, the City Council is concerned about the potential effects of the proposed project upon historic properties, historic districts, archaeological resources, culturally significant landscapes, and the visual setting and integrity of resources that contribute to the unique identity and heritage of Weston and Lewis County; and

WHEREAS, Lewis County contains properties with significant potential for residential, commercial, industrial, recreational, and tourism-related development, and the placement of a high-voltage transmission corridor may encumber, divide, devalue, or otherwise make the future development of those properties more difficult or economically impractical; and

WHEREAS, agriculture remains an important part of the economy, landscape, and culture of Lewis County, and the City Council is concerned that the acquisition and maintenance of transmission rights-of-way may fragment farms, interfere with agricultural operations, restrict future uses, diminish productive acreage, and reduce the value of agricultural property; and

WHEREAS, construction of the proposed project could require extensive clearing, grading, road construction, vegetation management, and disturbance of forests, streams, wetlands, wildlife habitat, and natural travel corridors, creating potential adverse impacts upon local wildlife, water resources, soil stability, and the natural environment; and

WHEREAS, the City Council believes that all potential human-health concerns associated with a project of this scale, including questions regarding electromagnetic fields, appropriate setbacks, construction impacts, noise, and long-term proximity to residences, schools, farms, and businesses, must be independently, transparently, and thoroughly evaluated before any route or certificate is approved; and

WHEREAS, the City Council is further concerned that West Virginia electric customers may be required to bear substantial portions of the project's costs through transmission charges or future electric rates, despite uncertainty regarding the direct benefits that those customers will receive; and

WHEREAS, an independent analysis has estimated that substantial Valley North costs could ultimately be allocated to West Virginia customers, including customers served by FirstEnergy's West Virginia utilities and American Electric Power's West Virginia utilities, although those estimates have not been adopted as findings by the Public Service Commission; and

WHEREAS, members of the City Council have heard estimates suggesting that this infrastructure could contribute to electric-rate increases in the range of approximately five percent; however, the City has not independently verified that estimate, and the absence of a clear, transparent, customer-specific analysis of the project's expected effect upon the monthly bills of Weston and Lewis County residents is itself a serious concern; and

WHEREAS, the City Council is disappointed that the format of Valley Link's Lewis County community meeting was not well suited to meaningful public questioning, collective discussion, or the creation of a shared public record, because the drop-in, station-based format did not allow citizens to hear one another's questions, receive answers in a public forum, examine conflicting information, or require project representatives to respond collectively to the concerns of the community; and

WHEREAS, the people whose homes, farms, businesses, livelihoods, and communities may be affected deserve a true town-hall forum in which questions may be asked openly, answers may be heard by all, and public comments may be recorded and preserved; and

WHEREAS, both individual public participation and formal participation by municipalities, county governments, and other public bodies will be necessary to ensure that the Public Service Commission and all other regulatory authorities receive a complete account of the project's potential effects upon Lewis County; and

WHEREAS, the City Council intends to cooperate with the Lewis County Commission, neighboring municipalities, affected property owners, community organizations, elected officials, and other interested parties in opposing the proposed project and protecting the interests of Lewis County citizens; and

WHEREAS, the City of Weston stands ready to defend its citizens, its economy, its heritage, its natural environment, and the future development of this community through every lawful administrative, legislative, regulatory, and judicial means available.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON, WEST VIRGINIA, AS FOLLOWS:

Section 1. Formal opposition

The City Council of the City of Weston hereby formally opposes the Valley North Transmission Line Project as presently proposed and specifically opposes the selection, approval, acquisition, construction, or operation of any Valley North transmission corridor through Lewis County.

Section 2. Request for denial of approvals

The City Council respectfully urges the Public Service Commission of West Virginia to deny any certificate of public convenience and necessity authorizing the Valley North Transmission Line to pass through Lewis County unless and until the applicant establishes, through clear, independently verified, and publicly tested evidence, that:

1. The project is necessary and in the best interests of West Virginia customers and citizens;
2. The proposed route provides benefits sufficient to outweigh its local burdens;
3. Less damaging alternatives have been fully examined;
4. Ratepayers who do not cause the need for the project will not be unfairly required to subsidize it; and
5. Property, agricultural, environmental, health, tourism, historic-preservation, and economic-development impacts have been adequately avoided or mitigated.

Section 3. Town-hall meeting

The City Manager is directed to seek the cooperation of the Lewis County Commission in organizing and conducting a genuine public town-hall meeting concerning the Valley North Transmission Line.

Should a joint meeting not be practicable within a reasonable period, the City of Weston shall proceed with a City-sponsored town hall.

The meeting shall provide affected citizens with an opportunity to:

- Address the governing bodies and the public;
- Ask questions in an open and collective forum;
- Present documents, maps, photographs, and other information;
- Submit written comments for the public record; and
- Identify specific properties, resources, and community interests that may be affected.

The City shall compile the comments and information received and transmit them as the formal public record of the town hall to the Public Service Commission, Valley Link Transmission, any other appropriate state or federal agency.

Section 4. Individual public participation

The City Council strongly encourages every concerned resident, property owner, farmer, business owner, ratepayer, and organization to submit individual written comments to the Public Service Commission once a Valley North application and docket are opened.

Residents should not assume that comments made at a Valley Link-sponsored open house, on a project website, or to a local official will automatically become part of the Public Service Commission's official evidentiary record.

Individual comments should describe, as specifically as possible:

- The property, business, farm, historic resource, or community interest affected;
- The nature and extent of the anticipated impact;
- The resident's concerns regarding need, rates, routing, health, safety, property values, tourism, agriculture, development, or the environment; and
- The action the resident is requesting from the Commission.

The City Council recognizes that individual participation and corporate participation by public bodies serve different purposes and declares that both will be necessary.

Section 5. Regulatory participation

The City Manager and City Attorney are authorized and directed to:

1. Monitor all state and federal filings concerning the Valley North Transmission Line;
2. Obtain and review the project's proposed routes, environmental studies, rate filings, cost-allocation information, and applications;
3. Submit correspondence and formal comments on behalf of the City;
4. Cooperate with the Lewis County Commission and other affected governmental bodies;
5. Evaluate the City's standing and grounds to petition for intervention in proceedings before the Public Service Commission, the Federal Energy Regulatory Commission, or other agencies; and
6. Return promptly to City Council with recommendations concerning intervention, expert assistance, specialized legal counsel, and further action.

Section 6. Legal action

The City Council declares that the City of Weston stands ready, upon the advice of legal counsel and upon such additional authorization as may be legally or fiscally required, to participate in,

support, join, or initiate any appropriate legal proceeding necessary to oppose or prevent construction of the Valley North Transmission Line through Lewis County.

Such proceedings may include:

- A petition to intervene in administrative proceedings;
- An administrative protest or objection;
- An appeal of an agency decision;
- An action for declaratory or injunctive relief;
- A class action or other collective legal action, where legally appropriate;
- Cooperation in litigation initiated by the Lewis County Commission, affected property owners, municipalities, or other parties; or
- Any other lawful mechanism determined by counsel to be reasonably necessary to protect the City and its citizens.

Nothing in this Resolution shall waive any right, claim, defense, objection, or remedy available to the City of Weston.

Section 7. Demand for transparency

The City Council calls upon Valley Link Transmission and its participating companies to provide the public with complete, understandable, and independently verifiable information concerning:

1. The need for the project;
2. The customers and geographic areas expected to receive its principal benefits;
3. All proposed and alternative routes;
4. The height, design, spacing, and visibility of proposed structures;
5. Required rights-of-way and vegetation-clearing practices;
6. Expected effects upon individual electric bills and West Virginia ratepayers;
7. Property-value and economic-development impacts;
8. Environmental, agricultural, historic, tourism, and health studies;
9. Proposed compensation and mitigation for affected communities and property owners; and

10. The consequences to ratepayers should the project be delayed, abandoned, or exceed its estimated cost.

Section 8. Distribution

The City Clerk is directed to provide certified copies of this Resolution to:

- The Public Service Commission of West Virginia;
- Valley Link Transmission, LLC;
- The Lewis County Commission;
- The Governor of West Virginia;
- The Attorney General of West Virginia;
- Members of the West Virginia Legislature representing Lewis County;
- West Virginia's United States Senators and appropriate member of the United States House of Representatives;
- Affected neighboring municipalities and county commissions; and
- Such other public officials, regulatory bodies, and organizations as the City Manager determines appropriate.

Section 9. Effective date

This Resolution shall take effect immediately upon its adoption.

Date Passed 7/20/2026

Kim Harrison-Edwards, Mayor

Kathryn Sims, City Clerk

City Councilman, Ward IV
Adam Simms

City Council Ward 2

City Council Ward 1
Vice Mayor

City Council WARD III

Statement

WV Division of Corrections and Rehabilitation
1409 Greenbrier Street
Charleston, WV 25311

Date
7/31/2026

To:
Lewis County Commission **110 Center Avenue** **Weston, WV 26452**

Remittance Address:
WV Division of Corrections and Rehabilitation **PO Box 40258** **Charleston, WV 25364**

Date	Transaction	Amount	Balance
07/31/2026	INV #71262365. Orig. Amount $52,444.15. --- Inmate Days - FY 27 County-Disc, 869 @ $60.35 = 52,444.15	52,444.15	52,444.15

I. Unless otherwise specified by law or rule, whenever payments are received from any customer as payment for outstanding invoices and or credits are present for DCR jail beds, the payment or credit will be applied as indicated in writing by the customer. II. If the customer wishes to specify how funds or credits are to be applied, the request must be in writing by the customer at the time payment is submitted, within 90 days after payment is received by DAS, when credit appears on the customer statement, or by end of the fiscal year. III. Unless written specification is provided otherwise, it is DAS policy to apply the payment or the credit to the oldest undisputed outstanding amount(s) first. Applying the funds or credits to the oldest undisputed outstanding amount(s) assists the customer to be as current as possible to place them in the best possible position to qualify for disbursements from the Jail Operations Partial Reimbursement Fund, as noted in West Virginia Code §15A-3-17.

Amount Due
$52,444.15

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

DAVID KELLY
COMMISSIONER

MICHAEL T BAYLOUS
CABINET SECRETARY

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

DISCOUNTED RATE FY27 LEWIS COUNTY
PO BOX 466
WESTON, WV 26452

Invoice Number: 71262365

Invoice Date: 8/5/2026 1:05:27 PM

Month of Service: July, 2026

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Discounted Rate FY27 Lewis County for the month of July, 2026. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

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

Month: July

Number of Inmate Days: 869

Per Diem Rate: $60.35

Amount Due: July, 2026 $52,444.15

This invoice amount is due and payable upon receipt.

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

Lewis County
08/10/2026 @ 02:25:31 PM

Lewis County Financial Statement
Month Ending- July 2026

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	5,112,330.70	$508,826.81	$223,010.54	$898,078.12	4,946,089.93
Coal Severence	48,678.70	$124.03	$0.00	$0.00	48,802.73
General School	35,613.86	$6,195.39	$0.00	$0.00	41,809.25
Magistrate Court	758.36	$1,121.23	$0.00	$0.00	1,879.59
Worthless Check	7,221.27	$18.40	$0.00	$0.00	7,239.67
Dog and Kennel	21,033.23	$4,224.70	$0.00	$444.55	24,813.38
Home Detention	91,198.87	$7,940.45	$0.00	$2,500.00	96,639.32
Emergency 911 Fund	2,033,617.72	$216,804.68	$0.00	$101,883.92	2,148,538.48
Lewis County Aquatic Fund	604,093.79	$1,543.02	$1.24	$0.00	605,638.05
Citizens Education	34,012.67	$86.66	$0.00	$0.00	34,099.33
Federal Equitable	1,498.77	$0.13	$0.00	$0.00	1,498.90
Fire Fees	0.00	$21,340.56	$0.00	$21,340.56	0.00
Sheriff Special Account-State	42,739.34	$108.90	$0.00	$0.00	42,848.24
County Building	318,768.58	$200.03	$0.00	$0.00	318,968.61
Board of Health	836,480.77	$114,659.95	$0.00	$104,353.76	846,786.96
Tax Lien	26,288.34	$0.00	$0.00	$0.00	26,288.34
Delinquent Nonentered	19,437.23	$0.00	$0.00	$0.00	19,437.23
Concealed Weapons	43,052.50	$337.26	$0.00	$500.00	42,889.76
Assessor Valuation	288,826.86	$15,334.92	$0.00	$24,233.37	279,928.41
Voters Resistration	689.87	$0.00	$0.00	$0.00	689.87
State Current	0.00	$6.11	$3,896.31	$3,902.42	0.00
Criminal Charges	0.00	$1,312.23	$0.00	$1,312.23	0.00
Court Reporter	0.00	$125.00	$0.00	$125.00	0.00
State Police	0.00	$525.00	$0.00	$525.00	0.00
Vehicle License - DMV	0.00	$33,285.64	$0.00	$33,285.64	0.00
State Fines	0.00	$264.98	$0.00	$264.98	0.00
Jury Fund	0.00	$4,216.88	$0.00	$4,216.88	0.00
WV Deputies Fund	601.64	$658.60	$0.00	$597.14	663.10
General Current Expenses	0.00	$39,345.02	$296,457.49	$335,802.51	0.00
Excess Levy	0.00	$21,646.85	$209,536.20	$231,183.05	0.00
Weston Current	0.00	$39.25	$25,033.42	$25,072.67	0.00
Jane Lew Current	0.00	$9.41	$5,999.94	$6,009.35	0.00
County Clerk Election Administration	31,642.37	$409.26	$0.00	$0.00	32,051.63
County Clerk Real Property E-Record	31,642.37	$409.26	$0.00	$0.00	32,051.63
LC Blueprint Community	18,707.99	$0.00	$0.00	$8,390.00	10,317.99
Phase 1 Water Project	$0.00	$18,171.71	$0.00	$18,171.71	$0.00
E-911 Revenue Fund	$0.00	$28,876.95	$0.00	$28,876.95	0.00
ARPA - PILT	$143,133.43	$0.00	$0.00	$143,133.43	0.00
Certified to State	$940,217.57	$10,330.03	$0.00	$25,944.01	924,603.59
Opioid Settlement	$153,794.23	$437.05	$0.00	$0.00	154,231.28
County Fire Protection	$162.10	$57.82	$0.00	$0.00	219.92
EMS Salary Enhancement	$0.00	$0.00	$0.00	$0.00	0.00
287 G Program	$0.00	$167,665.21	$0.00	$0.00	167,665.21
Financial Stabilization	$1,902,578.27	$0.00	$0.00	$0.00	1,902,578.27
Totals	$12,788,821.40	$1,226,659.38	$763,935.14	$2,020,147.25	$12,759,268.67

Balance in county depositories - End of Month	$13,469,139.33	Bank Errors	
Less: Orders Outstanding	$1,205,935.97	Bank Errors	
Add: Deposits in Transit	$492,565.31		
Cash in Office at End of Month	$3,500.00		
Misc. Adjustments (+ or-)			
		Bank Errors	
Total in county Depositories and Office	$12,759,268.67	Total	
		True Balance	$12,759,268.67

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

Difference

Mindy S. M. Lewis
, Sheriff & Treasurer, County

8-10-26
Dated and sworn to on this date.

LEWIS COUNTY
07/10/2026 @ 09:41:33 AM

Lewis County Financial Statement
Month Ending- June 2026

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	5,639,940.60	$1,243,884.67	$51,885.37	$1,823,379.94	5,112,330.70
Coal Severence	48,551.00	$127.70	$0.00	$0.00	48,678.70
General School	30,744.23	$4,869.63	$0.00	$0.00	35,613.86
Magistrate Court	1,262.84	$1,184.52	$0.00	$1,689.00	758.36
Worthless Check	7,177.35	$43.92	$0.00	$0.00	7,221.27
Dog and Kennel	21,594.31	$127.49	$0.00	$688.57	21,033.23
Home Detention	86,301.86	$9,921.65	$0.00	$5,024.64	91,198.87
Emergency 911 Fund	2,130,314.40	$19,270.13	$0.00	$115,966.81	2,033,617.72
Lewis County Aquatic Fund	604,005.17	$1,588.62	$0.00	$1,500.00	604,093.79
Citizens Education	33,923.45	$89.22	$0.00	$0.00	34,012.67
Federal Equitable	1,498.64	$0.13	$0.00	$0.00	1,498.77
Fire Fees	0.00	$47,198.00	$0.00	$47,198.00	0.00
Sheriff Special Account-State	42,627.22	$112.12	$0.00	$0.00	42,739.34
County Building	318,562.64	$205.94	$0.00	$0.00	318,768.58
Board of Health	827,393.92	$108,325.18	$0.00	$99,238.33	836,480.77
Tax Lien	26,288.34	$0.00	$0.00	$0.00	26,288.34
Delinquent Nonentered	18,997.14	$440.09	$0.00	$0.00	19,437.23
Concealed Weapons	43,569.86	$532.64	$0.00	$1,050.00	43,052.50
Assessor Valuation	311,645.98	$1,407.70	$0.00	$24,226.82	288,826.86
Voters Resistration	684.75	$5.12	$0.00	$0.00	689.87
State Current	0.00	$10.13	$788.11	$798.24	0.00
Criminal Charges	0.00	$306.98	$0.00	$306.98	0.00
Court Reporter	0.00	$155.00	$0.00	$155.00	0.00
State Police	0.00	$300.00	$0.00	$300.00	0.00
Vehicle License - DMV	0.00	$39,421.47	$0.00	$39,421.47	0.00
State Fines	0.00	$3,056.00	$0.00	$3,056.00	0.00
Jury Fund	0.00	$0.00	$0.00	$0.00	0.00
WV Deputies Fund	587.70	$597.14	$0.00	$583.20	601.64
General Current Expenses	0.00	$11,621.49	$61,199.00	$72,820.49	0.00
Excess Levy	0.00	$329,565.44	$41,870.44	$371,435.88	0.00
Weston Current	0.00	$55.02	$4,280.78	$4,335.80	0.00
Jane Lew Current	0.00	$19.79	$1,539.46	$1,559.25	0.00
County Clerk Election Administration	31,290.44	$351.93	$0.00	$0.00	31,642.37
County Clerk Real Property E-Record	31,290.44	$351.93	$0.00	$0.00	31,642.37
LC Blueprint Community	18,707.99	$0.00	$0.00	$0.00	18,707.99
Phase 1 Water Project	$0.00	$0.00	$0.00	$0.00	$0.00
E-911 Revenue Fund	$0.00	$28,876.95	$0.00	$28,876.95	0.00
E-911 Construction Fund	$0.00	$0.00	$0.00	$0.00	0.00
ARPA - PILT	$142,757.96	$375.47	$0.00	$0.00	143,133.43
Certified to State	$950,280.88	$12,001.07	$0.00	$22,064.38	940,217.57
Opioid Settlement	$182,255.87	$479.36	$0.00	$28,941.00	153,794.23
County Fire Protection	$61,630.42	$162.10	$0.00	$61,630.42	162.10
EMS Salary Enhancement	$0.00	$0.00	$0.00	$0.00	0.00
287 G Program	$0.00	$0.00	$0.00	$0.00	0.00
Financial Stabilization	$1,902,578.27	$0.00	$0.00	$0.00	1,902,578.27
Totals	$13,516,463.67	$1,867,041.74	$161,563.16	$2,756,247.17	$12,788,821.40

Balance in county depositories - End of Month	$14,024,057.69	Bank Errors	
Less: Orders Outstanding	$1,401,078.88	Bank Errors	
Add: Deposits in Transit	$162,342.59		
Cash in Office at End of Month	$3,500.00		
Misc. Adjustments (+ or-)			
		Bank Errors	
Total in county Depositories and Office	$12,788,821.40	Total	
		True Balance	$12,788,821.40

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

Difference

M. Metz & Mindy Lewis
Sheriff & Treasurer, County
7/10/26

Dated and sworn to on this date.

Amended

Lewis County Financial Statement
Month Ending- July 2025

Lewis County
08/13/2025 @ 03:52:16 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,735,173.82	$585,804.30	$360,690.78	$1,553,832.77	4,127,836.13
Coal Severence	10,669.66	$12,511.36	$0.00	$0.00	23,181.02
General School	28,986.27	$4,054.04	$0.00	$0.00	33,040.31
Magistrate Court	1,344.42	$1,168.08	$0.00	$1,739.00	773.50
Worthless Check	6,730.73	$47.20	$0.00	$0.00	6,777.93
Dog and Kennel	28,802.88	$33,643.33	$0.00	$23,669.91	38,776.30
Home Detention	117,168.52	$10,811.79	$0.00	$55,030.80	72,949.51
Emergency 911 Fund	2,505,986.03	$6,472.23	$0.00	$138,236.88	2,374,221.38
Lewis County Aquatic Fund	594,227.18	$1,514.06	$1.24	$0.00	595,742.48
Citizens Education	30,207.09	$87.43	$0.00	$727.79	29,566.73
Federal Equitable	0.71	$0.00	$0.00	$0.00	0.71
Fire Fees	0.00	$494.08	$0.00	$494.08	0.00
Sheriff Special Account-State	32,366.38	$838.33	$0.00	$0.00	33,204.71
County Building	475,653.87	$623.87	$0.00	$0.00	476,277.74
Board of Health	810,410.60	$184,720.86	$0.00	$155,455.93	839,675.53
Tax Lien	26,288.34	$0.00	$0.00	$0.00	26,288.34
Delinquent Nonentered	16,688.28	$0.00	$0.00	$0.00	16,688.28
Concealed Weapons	53,465.25	$398.85	$0.00	$10,866.00	42,998.10
Assessor Valuation	141,337.90	$29,932.53	$0.00	$23,150.54	148,119.89
Voters Resistration	669.56	$0.00	$0.00	$0.00	669.56
State Current	0.00	$5.74	$6,178.09	$6,183.83	0.00
Criminal Charges	0.00	$200.00	$0.00	$200.00	0.00
Court Reporter	0.00	$120.00	$0.00	$120.00	0.00
State Police	25.00	$215.00	$0.00	$240.00	0.00
Vehicle License - DMV	0.00	$32,593.34	$0.00	$32,593.34	0.00
State Fines	0.00	$475.00	$0.00	$475.00	0.00
Jury Fund	0.00	$0.00	$0.00	$4,129.90	(4,129.90)
WV Deputies Fund	707.00	$662.50	$0.00	$702.50	667.00
General Current Expenses	0.00	$29,275.17	$479,722.45	$508,997.62	0.00
Excess Levy	0.00	$24,590.25	$332,687.93	$357,278.18	0.00
Weston Current	0.00	$38.34	$41,300.07	$41,338.41	0.00
Jane Lew Current	0.00	$7.32	$7,882.20	$7,889.52	0.00
County Clerk Election Administratior	22,108.56	$1,835.58	$0.00	$0.00	23,944.14
County Clerk Real Property E-Record	22,108.56	$1,835.58	$0.00	$0.00	23,944.14
LC Blueprint Community	59,387.99	$0.00	$0.00	$0.00	59,387.99
Phase 1 Water Project	$0.00	$785,871.10	$0.00	$0.00	$785,871.10
E-911 Revenue Fund	$0.00	$30,973.77	$0.00	$30,973.77	0.00
E-911 Construction Fund	$0.00	$0.00	$0.00	$0.00	0.00
ARPA - PILT	$138,908.43	$353.93	$0.00	$0.00	139,262.36
Certified to State	$887,170.20	$12,778.28	$0.00		899,948.48
Opioid Settlement	$141,406.18	$360.29	$0.00	$0.00	141,766.47
County Fire Protection	$33,123.06	$84.39	$0.00	$0.00	33,207.45
EMS Salary Enhancement	$0.00	$0.00	$0.00	$0.00	0.00
Financial Stabilization	$1,826,241.38	$0.00	$0.00	$0.00	1,826,241.38
Totals	$12,747,363.85	$1,795,397.92	$1,228,462.76	$2,954,325.77	$12,816,898.76

Balance in county depositories - End of Month	$14,162,813.52	Bank Errors	
Less: Orders Outstanding	$2,222,867.94	Bank Errors	
Add: Deposits in Transit	$873,453.18		
Cash in Office at End of Month	$3,500.00		
Misc. Adjustments (+ or-)			
		Bank Errors	
Total in county Depositories and Office	$12,816,898.76	Total	
		True Balance	$12,816,898.76

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

Difference

Mickey E. Metz Lewis
, Sheriff & Treasurer, County

8-13-25
Dated and sworn to on this date.

4594 Kingwood Pike
Reedsville, WV 26547
August 6, 2026

Valley North Transmission, LLC
c/o WSP
6641 W. Broad Street, Suite 405
Richmond, VA 23230

RE: Valley North Transmission line project, Lewis County, WV
parcels 21-04-9G-0013; 9G-0023; 9G-0026; 9G-0027; 9G-0028

Dear Sirs:

My sister, Helen Henderson, and I own property situate on Laurel Lick, Hacker's Creek District, Lewis County, West Virginia, through which the Valley North transmission line will run if the project goes forward as per one of the proposals. It appears that one of the proposed lines would run above the house where we grew up, in an otherwise completely undeveloped and beautiful area where even cell phone service is not available, and public water only recently became available. This property has been in my family since the late 1800's. A second proposal would go through a different section of our property that is even less developed. That property was acquired by our father in the mid-1900's as he scraped together enough money to acquire additional land.

This property is used for farming and generates minimal income for my sister and me, yet we have declined several recent offers to sell any part of it. When a coal company strip mined many of the farms surrounding our property we declined to have the beauty of the property disturbed by strip mining. When easements were being sought for a gas pipeline recently, I refused to talk to the company representatives and a different route for the pipeline was chosen.

Electricity is provided to our property by the Harrison Rural Electrification Association, as large electric companies refused to use their funds to put in place the infrastructure necessary to provide electricity to this rural area. Now though, those same companies wish to use our property because they see a financial benefit. This transmission line would be an eyesore on our property for the benefit of these companies and people who live in areas far from our property. This transmission line would offer absolutely no benefit to us or anyone else in our area of West Virginia.

As you may have surmised by this point, I am opposed to this transmission line being run through my property. I will NOT agree to sell a right of way for this transmission line through any part of my property, and I will use every available resource to oppose a taking of my property. My husband, Leonard Knee, was a partner at Bowles Rice, LLP, for over 20 years, and I was also a lawyer before our retirement. I sincerely hope that it will not be necessary for me to further address this issue.

Very truly yours,

Brenda L. Gould

Brenda L. Gould

cc: Roger G. Hanshaw, Esquire, Bowles Rice, LLP
Agnes Queen, President, Lewis County Commission

Outlook

Coal Severance Tax

From afarnsworth lewiscountywv.org <afarnsworth@lewiscountywv.org>
Date Tue 8/11/2026 5:23 PM
To Tina Helmick <thelmick@lewiscountywv.org>; Amber Kelly <akelly@lewiscountywv.org>

Hi, we just received the 25% Coal Severance tax for the time period of 4/1/26 to 6/30/26 in the amount of $11,676.18. The last one that we received was in April 2026 and it was for 1/1/26 to 3/31/26 in the amount of $6,653.15. 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

Kris Warner
Secretary of State
State of West Virginia

1900 Kanawha Blvd. E.
Building 1, Suite 157K
Charleston, West Virginia 25305

Telephone: (304) 558-6000
Toll Free: 1-866-SOS-VOTE
Fax: (304) 558-0900
www.wvsos.gov

August 7, 2026

Lewis Co Commission
110 Center Ave
Weston, WV, 26452

Dear Lewis County Commission,

The State Election Commission has approved your HAVA Security Fund subgrant application from funds received by the State of West Virginia under Award # EAC-ELSEC18WV, in the amount of $60,489.20.

Please note that this amount represents only the federal share of the award. In accordance with the subgrant agreement, Lewis County remains responsible for providing the required local match to cover the remaining costs.

This approval is granted for activities that are consistent with the provisions of Section 254 of the Help America Vote Act (HAVA). Funds shall be expended in accordance with the requirements of Title III of HAVA and for the purposes outlined in the County Commission's application, as approved by the West Virginia State Election Commission, in compliance with applicable law.

The HAVA Subgrant Agreement required for execution of the HAVA Security Fund Subgrant is enclosed with this approval letter. Please enter your Unique Entity Identifier (UEI) number (formerly DUNS) in the Definitions Section (D) and Article XIII, Section D(2) of the Subgrant Agreement. After completing these sections, please carefully review the entire agreement to verify the accuracy of funding commitments and compliance requirements. If the terms are acceptable, please sign and return the enclosed subgrant agreement.

Completed subgrant applications may be submitted by U.S. Mail or by email to **aburgess@wvsos.gov**. Submission by email is preferred.

Sincerely,

Adair Burgess
Programs Director
304-356-2637

HAVA SUBGRANT AGREEMENT

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 7th day of August by and between the West Virginia State Election Commission ("SEC"), with an address at The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 253050770 and the Lewis County Commission, with an address at 110 Center Ave, Weston, WV 26452.

This Agreement is made pursuant to HAVA and state laws and procedures required to distribute any new Congressionally appropriated HAVA Security Funds that are made available to the State of West Virginia through the United States Election Assistance Commission ("EAC"). The funds will be used for activities consistent with the laws described in Section 906 of HAVA and in a manner that complies with the requirements of Title III of HAVA.

In consideration of the covenants contained in this Agreement, the parties agree as follows:

DEFINITIONS:

A. **"Auditors"** means the EAC and its Inspector General, Comptroller General of the United States, the West Virginia State Auditor, program monitors, or any authorized representatives thereof.

B. **"Federal, state, and local laws"** means all federal statutes and regulations, state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, and any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments. It also includes any rules, resolutions, or policies adopted by the Grantee. Additionally, "Federal, state, and local laws" encompasses all such laws listed in this Agreement and those that are enacted, adopted, issued, effective, or amended on or after the date of this Agreement.

C. **"Grantor"** is the Office of the West Virginia Secretary of State.

D. **"Grantee"** is the Lewis County Commission and is identifiable by UEI number (formerly DUNS) [_____].

E. **"HAVA"** means the Help America Vote Act of 2002 (Pub. L. 107–252), as amended, and includes the additional appropriations of HAVA Security Funds to the EAC for the years 2018, 2019, 2020, 2022, 2023 2024, 2025, and 2026.

ARTICLE I. PURPOSE OF THE SUBGRANT

This Agreement establishes the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement. The purpose of these funds is to improve the administration of elections for federal office, including enhancing election technology and making election security improvements for federal elections in West Virginia. The use of these funds must be consistent with the laws described in Section 906 of HAVA and must comply with the requirements of Title III of HAVA ("Purpose").

ARTICLE II. RESPONSIBILITIES OF GRANTOR

A. Provide funding to the Grantee in accordance with this Agreement and all applicable federal and state laws.

B. Provide technical assistance and training as may be reasonably requested to assist the Grantee in fulfilling its obligations under this agreement.

C. Take action to recover any funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the funds disbursed under this Agreement.

D. Monitor Grantee activities to ensure the Grantee: (1) uses the funds for authorized purposes; (2) complies with all federal, state, and local laws; and (3) fulfills all obligations under this Agreement. The Grantee shall fully cooperate with and assist the Grantor and Auditors. If deficiencies are identified, the Grantor shall notify the Grantee in writing, and the Grantee agrees to take immediate and timely corrective action as determined by the Auditor.

ARTICLE III. RESPONSIBILITIES OF GRANTEE

A. Ensure the funds are used to achieve the Purpose in accordance with the approved requirements of the SEC, as well as federal, state, and local laws, and all federal terms and conditions of the grant award.

B. Satisfy all financial reporting requirements to meet operational needs and obligations to the Grantor and the federal government.

C. Reimburse the Grantor for any funds the Grantor pays due to an adverse audit finding, sanction, or penalty. Any unspent funds must be returned to the Grantor within 120 days after the provision of funding.

D. Take prompt corrective action, including payment for adverse findings, sanctions, or penalties, if compliance issues are identified by the Grantor, the Grantor's auditor, any federal agency, or other authorized entity.

E. Make records available for review, audit, and investigation by the Grantor, Auditors, federal agencies, and other authorized governmental agencies.

F. Use the funds disbursed only for the Purpose set forth in this Agreement.

G. Comply with all applicable federal, state, and local laws, regulations, and rules.

H. Contribute:

1. 60.00% of the total funds requested in the Grantee's application, amounting to $96,358.80, for voting equipment, elections hardware, and accessories.

I. Reports and Records.

1. Identification: All reports submitted to the Grantor must include the contract ID number, LEWIS-HAVA2026-1.

2. Required Reports: The Grantee shall comply with all reporting and record retention requirements, including all federal, state, and local laws.

3. Access to Records: Auditors have the right to timely and unrestricted access to all records of the Grantee. The Grantee shall also provide timely and reasonable access to past and present personnel for interviews related to these records. The Auditors' right of access is not limited to the retention period set forth in this Agreement.

4. Audit Requirements: The Grantee agrees to comply with federal audit requirements of 2 CFR 200 Subpart F, State HAVA grant requirements of W. Va. Code § 3-1-48, State accountability requirements of W. Va. Code § 12-4-14, and all Grantee Audit Certification and Federal Expenditure Disclosure requirements.

J. The Grantee's failure to fulfill its obligations may result in disallowed costs, suspension or termination of funding, return of grant monies, and associated fees, as determined under this Agreement or by state or federal law.

ARTICLE IV. TERM OF THE SUBGRANT AGREEMENT

A. This Agreement will be in effect from July 31, 2026, through January 1, 2027, unless terminated pursuant to the terms of this Agreement.

B. Provisions related to Records (Article VI) and Audits (Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

ARTICLE V. AMOUNT OF GRANT; PAYMENTS

A. This subgrant of HAVA Security Funds totals $60,489.20, committed by the Grantor. The Grantee commits to contribute $96,358.80 as a local match, in accordance with W. Va. Code of State Rules and the agreement with the SEC. Total expenditures for the project, including the HAVA Security Funds subgrant and the local match, will amount to $156,848.00.

B. The total estimated cost shall align with the budget approved by the SEC, attached as Exhibit A, and shall not exceed the amount specified in Article V(A). Funds will be disbursed in full by the

Grantor upon execution of the Agreement. The Grantee will have lawful authority to make the purchase through proper procedures within 120 days of execution. Failure to purchase within 120 days will nullify the Agreement and require the return of the funds. Any unspent funds must remain in an interest-bearing account until expended or returned to the State. Unspent funds at the conclusion of the purchase or expiration of the funding period, whichever is sooner, shall be returned to the Grantor within 30 days, including any accrued interest.

C. As a subrecipient of federal funds, the Grantee acknowledges its obligations under OMB Circulars A-110 (2 CFR 215), A-87 (2 CFR 225), A-102, and A-133, as well as applicable federal, state, and local laws. The Grantee will comply with 2 CFR requirements, including fiscal and accounting procedures, accounting records, internal controls, budgetary control, source documentation, and cash management.

D. Period of Availability of Funds: Grantee may charge to the award only costs incurred during the funding period of the federal awards specified in this Agreement and for the term outlined herein.

E. Matching or Cost Sharing: Matching or cost-sharing requirements must be met through allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable laws. The Grantor will inform the Grantee of necessary matching and cost-sharing requirements. HAVA subgrants do require matching or cost-sharing.

F. Non-discrimination: The Grantee shall not discriminate in providing services contemplated by this Agreement or in its business affairs, based on race, color, creed, religion, sex, national origin, or disability.

G. Real Property: The Grantee is authorized to use subgrant funds for the acquisition of real property as necessary to further the Purpose outlined in this Agreement.

H. Equipment: Title, use, management (including record-keeping, internal control, and maintenance), and disposition of equipment acquired with subgrant funds will be governed by the applicable provisions of 2 CFR.

I. Supplies: Title and disposition of supplies acquired with subgrant funds will be governed by the applicable provisions of 2 CFR.

ARTICLE VI. RECORDS

A. For all expenses reimbursed pursuant to this Subgrant, the Grantee shall maintain documentation that conforms to all requirements prescribed by federal, state, and local laws. The Grantee shall prepare and retain documentation to support all transactions and enable the reconstruction of each transaction. Additionally, the Grantee shall ensure the proper completion of all reports required by federal, state, and local laws and maintain evidence of compliance with these laws. The records must include sufficient detail to disclose: (1) services provided to program participants; (2) administrative costs associated with services provided to program participants; (3) charges made and payments received for the services; and (4) costs related to operating the organizations, agencies, programs, activities, and functions.

B. The Grantee must maintain all records relevant to the administration of this Subgrant for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is initiated before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. Records for equipment acquired under this Agreement shall be retained for three years after the final disposition of such equipment.

ARTICLE VII. AUDITS OF GRANTEE

A. The Grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 2 CFR, as applicable, and OMB Circular A-133, the Grantee must ensure that an audit with a scope as provided in OMB Circular A-133, Subpart E, §500, covers the funds received under this Agreement. The Grantee must send a copy of the final audit report to the Grantor within two (2) weeks of receiving the report. The Grantee shall take prompt action to address and correct all issues identified in the audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated under the following conditions:

1. The parties may mutually agree to terminate by entering into a written termination agreement signed by the Grantor's Director and an authorized officer or employee of the Grantee. The termination agreement is effective on the later of the date specified in the agreement or the date it is signed by all parties.

2. Either party may terminate by providing ninety (90) days' written notice of termination to the other party via registered United States mail, return receipt requested. The termination will be effective on the termination date specified in the notice.

B. Notwithstanding Article VIII(A), the Grantor may suspend or terminate this Agreement immediately upon delivery of written notice to the Grantee if the Grantor loses funding or discovers any illegal conduct on the part of the Grantee.

C. If the Grantee materially fails to comply with any terms of the award, federal, state, or local laws, assurances, a State plan or application, a notice of award, this Agreement, or any other applicable rule, the Grantor may take any or all of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or pursue a more severe enforcement action as authorized by applicable law;

2. Disallow all or part of the cost of the subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award to the Grantee;

4. Withhold further awards for the subgrant activity; or

5. Take any other remedies legally available, including those listed elsewhere in this Agreement.

D. Upon receiving a notice of suspension or termination, the Grantee will:

1. Cease performing the suspended or terminated subgrant activities under this Agreement;

2. Take necessary steps to limit disbursements and minimize costs, including suspending or terminating related contracts and subgrants;

3. Prepare and provide a report to the Grantor describing the status of all subgrant activities and detailing activities performed and their results as of the date of receipt of the notice;

4. Perform any other tasks required by the Grantor.

E. Upon breach or default by the Grantee of any provisions, obligations, or duties under this Agreement, the Grantor retains the right to exercise any available administrative, contractual, equitable, or legal remedies. A waiver of any breach or default occurrence does not waive subsequent breaches or defaults. A waiver of a particular failure does not extend to future failures.

ARTICLE IX. NOTICES

A. Notices to the Grantor from the Grantee regarding this Agreement shall be sent to the Grantor at the address specified in the preamble of this Agreement.

B. Notices to the Grantee from the Grantor regarding this Agreement shall be sent to the address specified in the preamble of this Agreement.

C. All notices under this Article shall be in writing and will be deemed given when received. Notices must be sent using a method that documents actual delivery (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between the Grantor and Grantee with respect to the matters herein. Except as provided in Article XI, amendments to this Agreement require a written document signed by both parties. Amendments to applicable laws or regulations will automatically modify this Agreement without requiring a written amendment.

ARTICLE XI. ADDENDUM

The Grantor may provide additional information concerning this Agreement through an addendum. Addenda do not require signatures. Any claim or draw of funds after receiving an addendum constitutes acceptance of its terms. The Grantor may modify any addendum by mailing a modified version to the Grantee, with any claim or draw of funds after receiving the modified addendum constituting acceptance of its terms.

ARTICLE XII. SUBGRANT PERFORMANCE

The Grantee must perform all duties contemplated by this Agreement. Duties or actions under this Agreement may not be subcontracted or assigned without prior written authorization from the Grantor. The Grantor may impose specific subgrant conditions on the Grantee as described in 2 C.F.R. §200.207. The Grantor may also ensure that the Grantee is audited as required by Subpart F—Audit Requirements of 2 C.F.R. 200, if grants expended meet the threshold in 2 C.F.R. §200.501. The Grantor may consider audit results, on-site reviews, or other monitoring to determine if adjustments to records or enforcement actions are necessary.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, each party agrees to be responsible for liability directly related to its own acts of negligence. Neither party will be liable for indirect or consequential damages, even if the possibility was known.

B. This Agreement will be governed by the laws of the State of West Virginia. If any portion of this Agreement is found unenforceable, the remaining portions will remain in effect, provided the Agreement's performance is not rendered impossible by the absence of the unenforceable provision.

C. This Agreement does not obligate the Grantor to provide any amount or level of funding not explicitly set forth in state or federal law. It also does not provide a cause of action against the State of West Virginia or its officials or employees.

D. Required Information:

1. Grantee's name: Lewis County Commission;

2. Grantee's unique entity identifier UEI number (formerly DUNS): [_____];

3. Federal Award Identification Number: EAC-ELSEC18WV;

4. Federal Award Date: March 23, 2018

5. Subgrant Period of Performance: July 31, 2026 to January 1, 2027.

6. Amount of Federal Funds Obligated by Grantor: $60,489.20; Grantee acknowledges financial responsibility of $96,358.80.

7. Total Amount of Federal Funds Obligated to the Grantee: $60,489.20;

8. Total Amount of the Federal Award to the Grantee: $60,489.20;

9. Federal Award Project Description: Improvement of election administration, including technology and security enhancements;

10. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information: United States Election Assistance Commission; West Virginia Secretary of State; Donald Kersey, Chief of Staff, (304) 558-6000;

11. CFDA Number and Name: 90.404;

12. Identification of R&D award: This agreement does not contemplate R&D; and,

13. Indirect Cost Rate for Federal Award: 10%;

14. Funding Source: EAC1651DB2424XX-2024-61000001-410006-EAC1908000000.

E: Terms of Closeout:

1. The Grantee shall allow the Grantor access to documentation and personnel necessary to evaluate compliance risk, considering factors such as prior experience, audit results, new personnel or systems, and Federal awarding agency monitoring.

2. The Grantor will monitor the Grantee's activities to ensure funds are used for the purpose, comply with Federal laws, and achieve performance goals. Monitoring will include reviewing reports, addressing deficiencies, and issuing management decisions for audit findings.

3. The Grantor may use various tools to ensure accountability and compliance, such as providing training, performing on-site reviews, and arranging agreed-upon-procedures engagements.

Signatures

Each signatory represents and warrants that they have the authority to bind their respective organizations in this Agreement.

Accepted and Agreed to by:

Authorized Agent Signature Lewis County Commission	West Virginia State Election Commission KRIS WARNER, *ex officio* West Virginia Secretary of State

Outlook

Agenda Item

From rcarder lewiscountywv.org <rcarder@lewiscountywv.org>
Date Wed 8/12/2026 2:06 PM
To Amber Kelly <akelly@lewiscountywv.org>
Cc Tina Helmick <thelmick@lewiscountywv.org>

Will you please put on the agenda for August 18th, under Business items the following:

County Clerk, Becky Carder, requests approval from the Commission to create a separate Fund from the West Virginia State Auditor's Uniform Chart of Accounts for processing any flood related invoices. The new Fund Number will be 047 - Flood 2026. (Action Required)

Thanks!

Becky

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