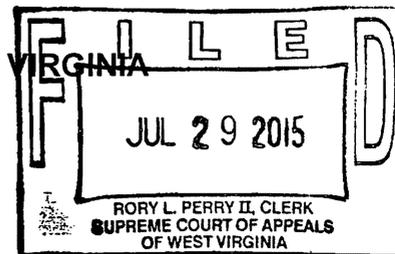


IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

No. 14-1118



**J. MICHAEL TEETS, COMMISSIONER;
WILLIAM E. KEPLINGER, JR., COMMISSIONER;
and THE HARDY COUNTY COMMISSION,
Respondents Below,**

Petitioners,

v.

**Civil Action No: 14-C-17
Circuit Court of Hardy County**

**WENDY J. MILLER, JOHN A. ELMORE,
B. WAYNE THOMPSON, OVID NEED, and
BONNIE L. HAGGERTY, Petitioners Below,**

Respondents.

**REPLY BRIEF OF PETITIONERS J. MICHAEL TEETS AND WILLIAM E. KEPLINGER
IN THEIR INDIVIDUAL CAPACITIES**

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INTRODUCTION

As set forth in greater detail in Petitioners Teets and Keplinger's initial brief, the instant appeal involves two orders of the Circuit Court of Hardy County, West Virginia entered on August 8, 2014 and October 10, 2014. In these orders, the circuit court found that the Hardy County Commission (hereinafter "the Commission") failed to comply with the procedural requirements of W.Va. Code § 7-1-2 and the Open Governmental Proceedings Act, W. Va. Code § 6-9A-1, et seq. (hereinafter "the OGPA") with respect to several of its meetings. App. at pp. 0694-0707. As a result, the circuit court voided the actions taken at those meetings: namely, the purchase of a building located in Baker for use as an emergency ambulance service headquarters (hereinafter "the Baker building") and the adoption of a special emergency ambulance service fee (hereinafter "the ambulance fee"). Id. In addition, the circuit court held Commissioners Teets and Keplinger liable in their individual capacities for the purchase price of the Baker building (\$1,130,000.00) plus interest. App. at p. 1093-1095,1097.

In their initial brief, Petitioners Teets and Keplinger made several arguments as to why the circuit court's orders must be reversed. On July 10, 2015, counsel for Petitioners Teets and Keplinger received Respondents' brief, which fails to respond to most of Petitioners' arguments in any meaningful way. As demonstrated below, Respondents' arguments are without merit, and the circuit court's orders must be reversed.

ARGUMENT

I. THE EMERGENCY AMBULANCE SERVICE ACT OF 1975 ALLOWED THE COMMISSION TO PURCHASE OF THE BAKER BUILDING AND ADOPT THE AMBULANCE FEE WITHOUT COMPLYING WITH THE OGPA AND W.VA. CODE § 7-1-2.

As set forth in greater detail in Petitioners Teets and Keplinger's initial brief, the Legislature enacted the Emergency Ambulance Service Act of 1975 (hereinafter the "EASA")¹ to ensure the provision of adequate emergency ambulance service to all of West Virginia, and stated twice that the EASA is to be liberally construed in light of this purpose. See W.Va. Code §§ 7-15-2 and 7-15-18. Critically, the EASA further provides that

[t]his article shall constitute **full and complete authority for the provision of emergency ambulance service** within a county **by a county commission** and for the creation of any authority and carrying out the powers and duties of any such authority. The provisions of this article shall be **liberally construed** to accomplish its purpose and **no procedure or proceedings, notices, consents or approvals shall be required** in connection therewith **except as may be prescribed by this article**.

W.Va. Code § 7-15-18 (emphasis added). The EASA does not prescribe any of the notice procedures in the OGPA and/or W.Va. Code § 7-1-2, and therefore those procedures are not required with respect to actions taken within the ambit of the EASA.

In the case at bar, it is clear that the Commission was acting within the ambit of the EASA when it purchased the Baker Building and adopted the ambulance fee, because it is undisputed that the Commission purchased the Baker building to serve as an emergency ambulance service headquarters, and the EASA plainly provides the Commission with the authority to impose and collect the ambulance fee. See W.Va. Code § 7-15-17. Thus,

¹In their initial brief, Petitioners Teets and Keplinger mistakenly referred to the Emergency Ambulance Service Act of 1975 as the Emergency Medical Service Act of 1975, and abbreviated it as "EMSA" rather than "EASA." Petitioners apologize for any confusion.

under the plain language of § 7-15-18, the Commission was not required to comply with the procedures in OGPA and/or W.Va. Code § 7-1-2 in connection with those actions. Despite the plain language of § 7-15-18, Respondents make several arguments as to why § 7-15-18 does not relieve the Commission from the duty to comply with OGPA and/or W.Va. Code § 7-1-2. For the reasons set forth below, Respondents' arguments are without merit.

A. Petitioners' argument does not violate the Constitution of the State of West Virginia.

Respondents argue that Petitioners' interpretation of W.Va. Code § 7-15-18 violates Article 2, Section 2 of the West Virginia Constitution, which states as follows: "The powers of government reside in all the citizens of the state, and can be rightfully exercised only in accordance with their will and appointment." W. Va. Const. art. II, § 2. Respondents also cite several cases for the general proposition that the government is answerable to the will of the people. However, Respondents have failed to cite any legal authority holding that Article 2, Section 2 of the West Virginia Constitution requires county commissions to comply with the procedures in the OGPA and/or W.Va. Code § 7-1-2 when acting within the ambit of the EASA, despite the plain language of the EASA stating that no such procedures are required.

Respondents appear to be arguing, without any authority, that it is unconstitutional for any government body to take any action without providing advanced notice and an agenda. Article 2, Section 2 of the West Virginia Constitution says nothing about notices and/or agendas, and sets forth no procedural requirements for county commissions. Rather, Article 2, Section 2 of the West Virginia Constitution stands for the right of the people to elect their public officials. State ex rel. W. Virginia Citizen Action Grp. v. Tomblin,

227 W. Va. 687, 695, 715 S.E.2d 36, 44 (2011). While Article 2, Section 2 of the West Virginia Constitution provides that “[t]he powers of government reside in all the citizens of the state, and can be rightfully exercised only in accordance with their will and appointment,” this Court has explained that “statutory law is the public policy statement of the people acting through the legislative branch of the republican form of government.” Cooper v. Gwinn, 171 W. Va. 245, 250, 298 S.E.2d 781, 786 (1981). In other words, the “will of the people” is expressed in the statutes passed by their elected representatives in the Legislature. See Id.

Here, the statutory law of this State plainly provides that county commissions acting under the EASA **do not** have to comply with the procedural requirements of the OGPA and W.Va. § 7-1-2. See W.Va. Code § 7-15-18. The EASA and the OGPA were both passed in 1975, so the Legislature must have been aware of the OGPA when it passed the EASA, yet it still declared in the EASA that “[t]he provisions of this article shall be liberally construed to accomplish its purpose and **no procedure or proceedings, notices, consents or approvals shall be required** in connection therewith **except as may be prescribed by this article.**” W.Va. Code § 7-15-18 (emphasis added). Thus, the will of the people, as expressed by the Legislature, is that county commissions have the power to provide emergency ambulance service under the EASA **without** complying with notice and agenda procedures set forth elsewhere in the West Virginia Code.

B. W.Va. Code § 7-15-18 plainly precludes the necessity of providing agendas with respect to actions within the ambit of the EASA.

In their brief, Respondents “strongly object to the miswriting of the contents of 7-15-18 in the Assignments of Error by Petitioners, to include the term ‘agendas,’” and argue

that “[t]here is nothing within 7-5-18 that precludes the necessity of advanced notice of an agenda.” This argument ignores the plain language of W.Va. Code § 7-15-18, which states that “[t]he provisions of [the EASA] shall be liberally construed to accomplish its purpose and ***no procedure or proceedings, notices, consents or approvals shall be required*** in connection therewith ***except as may be prescribed by this article.***” W.Va. Code § 7-15-18 (emphasis added). The language of § 7-15-18 stating that “***no procedure or proceedings, notices, consents or approvals shall be required***” clearly precludes the necessity of providing “advanced notice of an agenda” with respect to actions taken under the EASA. Thus, Respondents’ argument is without merit.

C. W.Va. Code § 7-15-19 is not limited to actions taken by an ambulance authority.

Respondents argue that “at best, 7-15-18 relates to the procedures of an ambulance authority,” but offer no support for this limiting construction. To the contrary, W.Va. Code § 7-15-18 provides that “[t]his article shall constitute ***full and complete authority for the provision of emergency ambulance service*** within a county ***by a county commission,***” and that “[t]he provisions of this article shall be ***liberally construed to accomplish its purpose*** and ***no procedure or proceedings, notices, consents or approvals shall be required*** in connection therewith ***except as may be prescribed by this article.***” W.Va. Code § 7-15-18 (emphasis added).

Accordingly, Respondents’ argument must be rejected for two reasons. First, where a statutory provision is clear and unambiguous, it is not subject to construction. See Syl. Pt. 1, State v. Jarvis, 199 W. Va. 635, 487 S.E.2d 293 (1997). The plain language of § 7-15-18 embraces actions taken “by a county commission,” and is not subject to

construction. Second, even if the plain language of § 7-15-18 did not resolve this issue, the statute mandates that the EASA shall be liberally construed to accomplish its purpose. The crabbed construction urged by Respondents serves to thwart, rather than accomplish, the EASA's purpose by creating additional steps that a county commission must take in order to provide adequate emergency ambulance service. See W.Va. Code § 7-15-2.

As set forth above, the plain language of W.Va. Code § 7-15-18 indicates that the Legislature did not want county commissions to be hampered in their efforts to provide adequate emergency ambulance service by allegations of procedural defects in lawsuits such as the case at bar. Accordingly, the circuit court's order voiding the purchase of the Baker building and adoption of the ambulance fee based on procedural requirements not prescribed by the EASA must be reversed.

II. EVEN IF THE OGPA AND W.VA. § 7-1-2 DID APPLY DESPITE THE PLAIN LANGUAGE OF THE EASA, THE CIRCUIT COURT'S RULINGS REGARDING THE COMMISSION'S NONCOMPLIANCE WITH THESE STATUTES ARE INCONSISTENT WITH THE POLICY GOALS OF THE EASA.

In their initial brief, Petitioners Teets and Keplinger argued that despite the fact that the EASA absolved the Commission of any duty to provide notices and agendas with respect to the purchase of the Baker building and adoption of the ambulance fee, the Commission still provided notices and agendas for the meetings at which these actions took place, and the circuit court's categorical rejection of the adequacy of the Commission's efforts directly contravenes the policy goals of the EASA. Respondents' brief includes no discernable response to this portion of Petitioners' argument. For all of the reasons set forth in their opening brief, Petitioners Teets and Keplinger maintain that the circuit court ignored the EASA when evaluating the adequacy of the notices and agendas employed by the Commission with respect to the purchase of the Baker building and adoption of the

ambulance fee, and erred in its application of the OGPA and W.Va. Code § 7-1-2.

III. THE CIRCUIT COURT ERRED IN ENJOINING THE HARDY COUNTY COMMISSION FROM RATIFYING OR REPEATING ITS ACTIONS AT FUTURE MEETINGS EVEN IF SUCH MEETINGS SATISFY ALL PROCEDURAL REQUIREMENTS.

In their initial brief, Petitioners Teets and Keplinger made several arguments as to why the circuit court erred when it enjoined the Commission from re-establishing the ambulance fee “unless and until ambulance service is not otherwise available to all residents of Hardy County” and ruled that the Commission could not simply reaffirm its purchase of the Baker building at a subsequent meeting. App. at pp. 1163-1170, 1174. To summarize, first, Petitioners Teets and Keplinger argued that the circuit court has no power to control, by injunction, the substantive acts of the Commission at future meeting which satisfy all applicable procedural requirements. See Syl. Pt. 1, Cnty. Court of Mingo Cnty. v. Bailey, 97 W. Va. 351, 125 S.E. 253 (1924); State ex rel. Canterbury v. Cnty. Court of Wayne Cnty., 151 W. Va. 1013, 1024, 158 S.E.2d 151, 159 (1967). Second, the circuit court failed to liberally construe the EASA when it ruled that a county commission has neither the duty nor the power to (a) provide emergency ambulance service as long as some entity is licensed to provide ambulance service in all areas of the county, regardless of whether that entity is adequately meeting the needs of the county; and/or (b) provide ambulance service if the cost of doing so exceeds the existing budgeted amount. See W.Va. Code §§ 7-15-2 and 7-15-18. Third, the EASA vests county commissions with “full and complete authority for the provision of emergency ambulance service,” and the circuit court has no power to second guess the Commission’s factual determinations regarding the adequacy or inadequacy of ambulance service in the county and/or to substitute its judgment for that of the Commission. See W.Va. Code § 7-15-18. Finally, the circuit erred

in ruling that the Commission could not simply reaffirm its purchase of the Baker building at a subsequent, properly-noticed meeting and that it must “start the process completely over,” because the only “process” necessary for the Commission to purchase a building is a simple vote of the county commissioners.

Respondents have failed to respond to these arguments in any meaningful way. Respondents have failed to cite any legal authority holding that, in this action brought under the OGPA, the circuit court has the power to control, through injunction, the substantive acts of the Commission at future meetings which satisfy all applicable procedural requirements of the OGPA. Respondents have failed to cite any legal authority holding that the circuit court’s extremely limiting construction of the Commission’s power and duty to provide emergency ambulance service under the EASA was in any way appropriate despite the Legislature’s twice-stated mandate that the EASA is to be liberally construed in order to ensure adequate emergency ambulance service for all West Virginians. See W.Va. Code §§ 7-15-2 and 7-15-18. Respondents have failed to cite any legal authority holding that the circuit court has the power to substitute its judgment for that of the Commission regarding the emergency ambulance service needs of the county. Finally, Respondents have failed to cite any legal authority holding that the Commission cannot re-purchase the Baker building through a simple vote of the commissioners at a subsequent meeting that complies with all applicable notice requirements. Accordingly, for the reasons set forth in Petitioners Teets and Kelinger’s initial brief, the circuit court’s attempts to control the substantive decisions of the Commission at future meetings must

be reversed.²

IV. THE CIRCUIT COURT ERRED IN VOIDING THE PURCHASE OF THE BAKER BUILDING WITHOUT JOINING ALL PARTIES TO THAT TRANSACTION INTO THE CASE.

In their initial brief, Petitioners Teets and Keplinger argued that when a court proceeding directly affects or determines the scope of rights in real property, all persons with an interest in that real property are indispensable parties. See Syl. Pt. 2, O'Daniels v. City of Charleston, 200 W. Va. 711, 490 S.E.2d 800 (1997); see also State ex rel. One-Gateway v. Johnson, 208 W. Va. 731, 735, 542 S.E.2d 894, 898 (2000)(holding that “all persons who are materially interested in the subject-matter involved in a suit, and who will be affected by the result of the proceedings, should be made parties thereto[.]”). Petitioners Teets and Keplinger further argued that when a transaction is declared void, the proper course of action is to return the parties to the transaction to the relative positions which they occupied prior to the transaction. See Natwick v. Liston, 132 W. Va. 352, 365, 52 S.E.2d 184, 191 (1949); Syl. Pt. 6, State ex rel. Shull v. U.S. Fid. & Guar. Co., 81 W. Va. 184, 94 S.E. 123 (1917); Conrad v. Crouch, 68 W. Va. 378, 69 S.E. 888, 891 (1910). Thus, Petitioners Teets and Keplinger argued that the circuit court erred by voiding the Commission’s purchase of the Baker building without joining Capon Valley Bank, the seller of the Baker building, as a party to this action and returning the parties to the positions they

² To the extent that Respondents argue that the Commission’s efforts to ensure adequate county-wide ambulance service were/are wasteful, it should be noted that Respondents filed both a petition to remove Commissioners Teets and Keplinger from office, which was tried to a three-judge panel, and a complaint with the West Virginia Ethics Commission based on these allegations, and failed to prevail in either forum. See App. at pp. 0451-0462, 0673-0675. Regardless, the circuit court rulings at issue in this appeal were based on alleged violations of the procedural requirements of the OGPA and W.Va. Code § 7-1-2, not on findings of government waste.

occupied prior to the purchase.

Respondent's brief fails to cite any contrary legal authority or otherwise address the above-cited principles of law. Instead, Respondents baselessly accuse Petitioners Teets and Keplinger of seeking to join Capon Valley Bank and its trustee, Jack Walters, in order to "join forces" with these parties and obtain additional local counsel to fight against Respondents. Respondents then spend nearly seven-pages articulating a conspiracy theory alleging, *inter alia*, that Commissioners Teets and Keplinger intentionally drove up the bidding price for the Baker Building in order to benefit Capon Valley Bank due to the Teets family's "long history of involvement" with said bank. Respondents' accusations and conspiracy theories do nothing to demonstrate why Capon Valley Bank was not an indispensable party. For all of the reasons set forth in Petitioners Teets and Keplinger's initial brief, the circuit court erred in voiding the purchase of the Baker building without joining Capon Valley Bank and returning the parties to the positions they occupied prior to the purchase.³

V. THE CIRCUIT COURT ERRED IN HOLDING COMMISSIONERS TEETS AND KEPLINGER PERSONALLY LIABLE FOR THE PURCHASE PRICE OF THE BAKER BUILDING.

In their initial brief, Commissioners Teets and Keplinger's argued that, even

³To the extent that Respondents' multi-page conspiracy theory merits a response, Petitioners Teets and Keplinger note that there is ample evidence in the record to demonstrate that they were acting in the county's best interest when they voted to purchase the Baker building and adopt the ambulance fee, and that they had legitimate, good-faith reasons for these actions. See *e.g.* App. at pp. 1990-92, 2196-97, 2209-10, 2216-18, 2290-95, 2345-49, 3750, 4309-4321. Indeed, the three-judge panel has already rejected Respondents' conspiracy theory, and found that the Commission considered various options and determined that purchasing the Baker building was the best option for the County. App. at pp. 0456-0457. Regardless, the circuit court rulings at issue in this appeal were based on alleged violations of the procedural requirements of the OGPA and W.Va. Code § 7-1-2, not on Respondents' conspiracy theories.

assuming *arguendo* that procedural violations occurred which gave the circuit court the power to hold Commissioners Teets and Keplinger personally liable for the \$1,130,000.00 purchase price of the Baker building, the circuit court still had other options for remedying these procedural violations that it should have employed prior to imposing such a drastic sanction. Respondents' brief essentially ignores this argument, and simply defends the circuit court's power to hold Petitioners Teets and Keplinger personally liable.

Respondents, like the circuit court, cite only Cnty. Court of Tyler Cnty. v. Duty, 77 W. Va. 17, 87 S.E. 256 (1915) in support of the circuit court's power to hold Petitioner's Teets and Keplinger personally liable, even though Duty was merely applying statutes which no longer exist. The modern analogues to these statutes are W.Va. Code § 11-8-26, which prohibits local fiscal bodies from spending money in an unauthorized manner, and W.Va. Code § 11-8-29, which creates personal liability for an official who "**negligently** participates in the violation of [W.Va. Code § 11-8-26]." See W.Va. Code § 11-8-29 (emphasis added). In the case at bar, it defies logic to hold that Commissioners Teets and Keplinger were negligent in failing to comply with the procedures in the OGPA and W.Va. Code 7-1-2 given that W.Va. Code § 7-15-18 purports to relieve them of any duty to comply with such procedures. Even if this Court ultimately strikes down W.Va. Code § 7-15-18 or rules that additional procedures were required despite the plain language of W.Va. Code § 7-15-18, the Commissioners are entitled to rely on the plain language of W.Va. Code § 7-15-18 and therefore were not negligent.

In any event, even if the circuit court did have the power to impose personal liability on Commissioners Teets and Keplinger, Respondents do not deny that instead of hammering these two public servants with a \$1,130,000.00 judgment, the circuit court

could have either (a) simply allowed the Commission to re-vote to purchase of the Baker building at a subsequent meeting that conforms to all applicable requirements of the OGPA and W.Va. Code § 7-1-2; or (b) joined Capon Valley Bank, the seller of the Baker building, and ordered it to refund the purchase price after the transaction was declared void. Given the availability of these simple and equitable solutions, it is manifestly unjust to hold two county commissioners personally liable for the \$1,130,000.00 purchase price of a building that they voted to purchase for the benefit of the county simply because, in the circuit court's opinion, the Commission's meeting agendas were not sufficiently specific. This is especially true in light of the fact that Hardy County Clerk Gregory Ely, and not Commissioners Teets and Keplinger, prepared the meeting agendas at issue, and testified that Commissioners Teets and Keplinger never asked him to intentionally obscure the agendas. App. at p. 4300. Accordingly, for all of the reasons set forth above and in Petitioners Teets and Keplinger's initial brief, the circuit court erred in holding Petitioners Teets and Keplinger personally liable for the purchase price of the Baker building.

VI. PETITIONERS DID NOT FAIL TO APPEAL THE CIRCUIT COURT'S CONCLUSIONS WITH RESPECT TO W.VA. CODE § 7-1-2.

Respondents state at several points throughout their brief that Petitioners have failed to appeal the circuit court's finding that because the Commission failed to comply with W.Va. Code § 7-1-2, it lacked jurisdiction to purchase the Baker building and adopt the ambulance fee. See Respondents' brief at pp. 5, 9, 20. This is a truly bizarre assertion given that the very first assignment of error in Petitioner's Teets and Keplinger's opening brief is that "[t]he circuit court erred in voiding the Hardy County Commission's purchase of a building in Baker, West Virginia to serve as an emergency medical services headquarters, and its adoption of a special emergency ambulance service fee, based upon

the Commission's purported failure to comply with the Open Governmental Proceedings Act **and W.Va. Code § 7-1-2.**" See Petitioners Teets and Keplinger's initial brief at p. 1 (emphasis added).⁴

Indeed, Petitioners Teets and Keplinger argued at length in their initial brief that the EASA relieved the Commission from the procedural requirements in § 7-1-2, and that the circuit court contravened the policy goals of the EASA when it categorically rejected the adequacy of the procedures employed by the Commission. See Petitioners Teets and Keplinger's initial brief at pp. 11-16. Furthermore, Petitioners Teets and Keplinger argued that the notice procedures in § 7-1-2 only apply to "special sessions" of the Commission, while all of the meetings at issue in this case were "regular sessions." See Petitioners Teets and Keplinger's initial brief at p. 14. Thus, Respondents' repeated assertion that Petitioners failed to appeal the circuit court's findings with respect to § 7-1-2 is patently false.⁵

⁴ To the extent that Respondents base their assertion on the assignments of error in Petitioners Teets and Keplinger's Notice of Appeal, as opposed to their brief, Rule 10 of the West Virginia Rules of Appellate Procedure specifically states that the assignments of error in a petitioner's brief "need not be identical to those contained in the notice of appeal." See W. Va. R. App. P. 10(c)(3). Furthermore, the assignments of error in Petitioners Teets and Keplinger's Notice of Appeal included a paragraph stating that "[b]ecause counsel for Commissioners Teets and Keplinger in their individual capacities only recently became involved in this case, and because this matter dates back to November 4, 2013 and the record in this matter at this point is over 4,000 pages long, the subsequent brief to be submitted by Commissioners Teets and Keplinger in their individual capacities may contain additional or revised assignments of error."

⁵ Respondents also spend large portions of their brief responding to arguments that Petitioners Teets and Keplinger did not make. For example, Respondents spend nearly four pages arguing that the three-judge panel's findings in the removal action do not have preclusive effect. Petitioners Teets and Keplinger never argued in their brief that the three-judge panel's findings were preclusive. Respondents also argue that the OGPA does not require violations to be intentional. Petitioners Teets and Keplinger never argued in their brief that violations of the OGPA must be intentional, although this Court has held that intent is one of the most important considerations in fashioning an appropriate remedy for a violation of the OGPA. See McComas v. Bd. of Educ. of Fayette Cnty., 197 W. Va. 188, 202, 475 S.E.2d 280, 294 (1996).

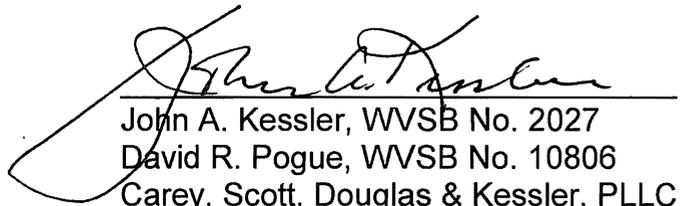
CONCLUSION

For all of the reasons set forth above and in their opening brief, Petitioners J. Michael Teets and William E. Keplinger, in their individual capacities, respectfully request that this Court reverse the circuit court's order voiding the Commission's purchase of the Baker building and adoption of the ambulance fee. In the alternative, Petitioners Teets and Keplinger respectfully request that this Court (1) strike down the circuit court's injunction and allow the Commission to re-visit the purchase of the Baker building and the adoption of the ambulance fee at a future meeting of the Commission that complies with all notice procedures deemed necessary by this Court; or (2) remand the case to the circuit court with instructions to join Capon Valley Bank and return the parties to the relative positions that they occupied prior to the Commission's purchase of the Baker building; and/or (3) overrule that portion of the circuit court's order which holds Petitioners Teets and Keplinger personally liable for the \$1,130,000.00 purchase price of the Baker building.

Respectfully Submitted,

J. MICHAEL TEETS AND WILLIAM E.
KEPLINGER, in their individual capacities,

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CERTIFICATE OF SERVICE

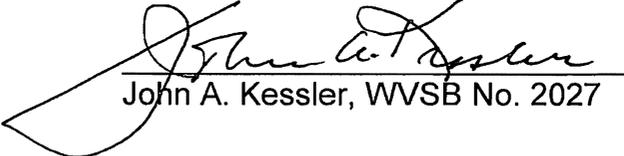
I, John A. Kessler, do hereby certify that on the 29th day of July, 2015, I have served the foregoing **“Reply Brief of Petitioners J. Michael Teets and William E. Keplinger in Their Individual Capacities”** upon the parties to this action, via United States Mail, postage pre-paid, addressed as follows:

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