

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: December 15, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• December 01, 2022

9:15 a.m. Senators Bill Hamilton & Robert Karnes - Presentation of check in the amount of \$10,000.00 for the Upshur County Youth Camp Bridge project. This is in addition to the \$10,000 previously allocated in August, 2022.

9:45 a.m. Discuss the Upshur County Safe Structures and Sites Enforcement Board Case Number 021121-01 (Union Tax District – Tax Map 7H – Parcel Number property owned by Bryce Chapman.

10:00 a.m. Virgil D. Miller, Sheriff of Upshur County -Recognition and presentation of appreciation plaques to Tuscany Oil & Gas LLC, Mountain V Oil & Gas, Mike Shaver, and the Elks Lodge #1736 for their generous donation to the Upshur County K-9 program.

10:30 a.m. Bid opening and review ---Planning / Design Services for the development of a master plan for newly acquired property within Upshur County consisting of 70.87 acres.

11:00 a.m. Property inspections

Items for Discussion / Action / Approval:

1. Approval of an Order appointing the Sheriff of Upshur County as the Administrator De Bonis Non with the Will Annexed for the Estate of Edward E. Crawford, deceased. * [Under separate cover](#)
2. Consider entering an Order regarding the Recommendations Following a November 15, 2022 Hearing by Daya Masada Wright, Fiduciary Commissioner, for the Estate of Bertha Burnside, deceased. * [Under separate cover](#)
3. Approval of 2023 Board of Review & Equalization schedule. * Page 5
4. Approval of Board of Review & Equalization (BORE) Publication Notice. The County Commission will sit as the Board of Review and Equalization beginning at 1:00 p.m. on the 1st day of February, 2023, and shall continue until the work is complete but will adjourn no later than the close of business on the 16th day of February, 2023. * Page 6
5. Approval and signature of correspondence to the Upshur County Assessor and Property Tax Division of the State Tax Department, giving authorization to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after January 26, 2023, must be forwarded to the Commission sitting as the Board of Review & Equalization. * Page 7

6. West Virginia Courthouse Facilities Improvement Authority Funding Award Notice in the amount of \$27,728.00 to be used to replace the front entry doors to the Courthouse and Annex. The funding period will commence January 1, 2023 and end December 31, 2023. Approval and signature of the Funding Assistance Contract Agreement, Special Conditions and Assurances and the WV Courthouse Facilities Improvement Authority (CFIA) 20th Cycle Funding Recipient Check-Off List. * [Pages 8-14](#)
7. Correspondence from Marty Allen Hatfield, Senior Program Manager, Justice and Community Services. State of WV Department of Homeland Security Funding Award Notice, Project Number 23-SIEEP-11 in the amount of \$100,000.00 to sustain and improve telehealth receiving sites in Upshur and Lewis Counties. The funding period commences October 1, 2022 and ends September 30, 2023. Approval and signature of the Funding Assistance Contract Agreement, Resolution, Special Conditions and Assurances, and Certifications. * [Pages 15-37](#)
8. Consideration and signature of lease agreement by and between the Upshur County Commission, the James W. Curry Advisory Board, and the Trustees of the Brooks Hill Community Building. The term of the lease shall be for a period of one year, commencing December 15, 2022 and continuing through December 14, 2023 unless renewed. * [Pages 38-40](#)
9. Consideration and signature of lease agreement by and between the Upshur County Commission and Appalachian Impact, concerning the use and lease of the Hampton Community Building located at 156 Hampton Road. Upon approval, Appalachian Impact will lease the property for \$1 per year and be responsible for any and all property taxes, liability and fire insurance, fire fees, repair and maintenance, and utilities to the property. The term of the lease shall be for a period of one year, commencing January 1, 2023 and terminating on the 31st day of December, 2023 unless renewed. * [Pages 41-49](#)
10. Review and approval of the revised Upshur County Emergency Operations Plan Annex C: Notification and Warning. * [Pages 50-56](#)
11. Correspondence from Rodney Rolenson, President of the Deputy Sheriff's Association for Upshur County, requesting the reappointment of Richard Kitzmiller to the Upshur County Civil Service Board. Upon approval, Mr. Kitzmiller's term will expire on December 31, 2026.* [Page 57](#)
12. Correspondence from Laura B. Meadows, Upshur County Convention & Visitor's Bureau Executive Director, announcing the resignation of Josh Hinchman as tourism representative and requesting the Upshur County Commission appoint a replacement board member.* [Page 58](#)
13. Approval of Lewis-Upshur Animal Control Facility Volunteer Claire Coffman. * [Under separate cover](#)
14. Correspondence from Sheriff Virgil D. Miller requesting the employment of Melvin D. Woods as part-time Court Security Officer effective December 18, 2022. * [Under separate cover](#)

Item may lead to Executive Session per WV Code §6-9A-4

15. 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 Thomas J. O'Neill, Senior Director of Government Affairs, Altice USA, announcing their intent to seek renewal of the cable television franchise agreement with Upshur County due to expire on November 5, 2025. Page 59
2. Correspondence from Volunteer West Virginia extending an invitation to apply to the Volunteer Generation Fund.* Page 60
3. Upshur County Building & Floodplain Permits for the month of November, 2022 Pages 61-62
4. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:

• Elkins Road Public Service District	December 6, 2022	Page 63
• Upshur County Fire Board	December 14, 2022	Page 64
• Upshur County Farmland Protection Board	December 15, 2022	Page 65
• City Council of Buckhannon	December 15, 2022	Page 66

Meeting Minutes:

• Upshur County Family Resource Network	September 12, 2022	Pages 67-68
• Elkins Road Public Service District	November 1, 2022	Pages 69-72
• Adrian Public Service District	November 3, 2022	Page 73
• Upshur County Safe Sites and Structures Enforcement Board	November 10, 2022	Pages 74-75
 - c) Meetings: ***CHANGES ARE NOTED IN BOLD TYPE**

Adrian PSD	Thu	12/1/2022	3:00 PM
Banks District Volunteer Fire Department	Thu	12/1/2022	7:00 PM
City Council of Buckhannon	Thu	12/1/2022	7:00 PM
Selbyville VFD	Thu	12/1/2022	7:00 PM
Elkins Road PSD	Tue	12/6/2022	5:00 PM
Upshur County Safe Sites & Structures Enforcement Board	Thu	12/8/2022	3:00 PM
Upshur-Buckhannon Board of Health ** Cancelled	Thu	12/8/2022	6:00 PM
Buckhannon VFD	Thu	12/8/2022	7:30 PM
Region VI Local Elected Officials-Muriales-Marion County-Fairmont	Fri	12/9/2022	11:00 AM
Washington District VFD	Sun	12/11/2022	6:00 PM
Upshur County Family Resource Network	Mon	12/12/2022	12:00 PM
Buckhannon-Upshur Airport Authority	Mon	12/12/2022	4:00 PM
Upshur County Solid Waste Authority	Mon	12/12/2022	4:30 PM
Buckhannon-Upshur Recreational Park Advisory Board	Mon	12/12/2022	5:30 PM
Lewis-Upshur Community Corrections Board ** Cancelled	Mon	12/12/2022	6:00 PM
Upshur County Senior Center Board	Tue	12/13/2022	12:00 PM
Hodgesville PSD	Tue	12/13/2022	4:00 PM
Warren District VFD	Tue	12/13/2022	7:00 PM
Adrian VFD	Tue	12/13/2022	7:30 PM
Buckhannon-Upshur Chamber of Commerce	Wed	12/14/2022	12:00 PM

Upshur County Convention and Visitors Bureau	Wed	12/14/2022	3:00 PM
Tennerton PSD	Wed	12/14/2022	3:00 PM
Buckhannon River Watershed Association	Wed	12/14/2022	6:00 PM
Upshur County Fire Board, Inc. @ Ellamore VFD	Wed	12/14/2022	6:30 PM
Ellamore VFD	Wed	12/14/2022	7:00 PM
Upshur County Farmland Protection Board 3rd Thursday	Thu	12/15/2022	6:00 PM
Upshur County Youth Camp Board	Thu	12/15/2022	6:30 PM
Wes-Mon-Ty Resource Conservation & Development Council	Fri	12/16/2022	10:00 AM
Lewis Upshur LEPC-Upshur Co. **Cancelled	Wed	12/21/2022	12:00 PM
Upshur County Public Library Board	Wed	12/21/2022	4:00 PM
UC Enhanced Emergency Telephone Advisory Board	Tue	12/27/2022	3:00 PM
Upshur County Fire Fighters Association	Wed	12/28/2022	7:00 PM
Upshur-Buckhannon Board of Health	Thu	1/5/2023	6:00 PM
Lewis-Upshur Community Corrections Board-Lewis County Location	Mon	1/23/2023	6:00 PM

5. Appointments Needed or Upcoming:

- None

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@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)

1. Review and approval of revised Overtime / Compensatory Time Policy within the Upshur County Employee Handbook of Personnel Guidelines dated February 10, 2022. (Tabled 11/3/2022)

Next Regular Meeting of the Upshur County Commission
December 22, 2022 --- 9:00 a.m.
Upshur County Courthouse Annex

*****The Commission Meeting scheduled for Thursday; December 29, 2022 is CANCELLED*****

2023 Board of Review & Equalization Meeting Schedule

02/01/2023 (Tues)	1:00-3:00 p.m. No appointments --- Review Property Books
02/03/2023 (Fri)	1:00-3:00 p.m.
02/09/2023 (Th)	10:00 a.m. -12:00 p.m.
02/14/2023 (Tues)	1:00 p.m. -3:00 p.m. Coal, Oil & Gas Industrials
02/16/2023 (Th)	10:00 a.m. – 12:00 p.m. Adjourn Sine Die

Notice to the Citizens of Upshur County

Board of Review & Equalization

At a regular session of the County Commission of Upshur County, West Virginia, held at the Courthouse Annex on the 15th day of December, 2022, the matter of the County Commission sitting as a Board of Review and Equalization was reviewed and considered. The purpose of said Board is to review and equalize the assessments made by the Assessor of Upshur County. The County Commission will sit as a Board of Review and Equalization beginning at 1:00 p.m. on the 1st day of February, 2023, and shall continue until the work is complete but will adjourn no later than the close of business on the 16th day of February, 2023.

Property owners should receive notification of any increase in valuation if such increase is greater than ten percent (10%). If the increase relates to coal valuation, the notice will be from the State Tax Department. If the increase relates to producing oil and gas valuation, the notice will be from the State Tax Department. If the increase in valuation relates to land or buildings, the notice will be from the Office of the Upshur County Assessor. Please contact the Office of the Upshur County Assessor (304-472-4650) for any questions relative to increase in valuations.

Any person(s) who desire a review of their current tax assessment must contact the Upshur County Assessor's Office (304-472-4650) as soon as possible for an informal review prior to scheduling an appointment with the Upshur County Commission / Board of Review and Equalization during the month of February. Individuals may receive an application for assessment review from the Upshur County Assessor's Office or the Upshur County Commission Office. Individuals need to return the completed application(s) as soon as possible to ensure a complete review for all interested taxpayers. Please return the completed application to the following address:

Office of the Upshur County Commission
Board of Review and Equalization
91 West Main Street --- Suite 101
Buckhannon, West Virginia 26201

Kristie G. Tenney, President
Upshur County Commission

UPSHUR COUNTY COMMISSION

Upshur County Administrative Annex
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201

Telephone: (304) 472-0535

Telecopier: (304) 473-2802

TDD Numbers

Business: 472-9550

Emergency: 911

December 15, 2022

To: Office of the Upshur County Assessor
Property Tax Division --- State Tax Department

Re: Adjustments to Valuations for Real Property, Personal Property, and/or Mineral Property

The County Commission of Upshur County, West Virginia, does hereby grant approval of the Office of the Upshur County Assessor and/or the Property Tax Division of the State Tax Department to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after January 26, 2023, must be forwarded to the Commission sitting as the Board of Review and Equalization. We are currently scheduled to adjourn on February 16, 2023; therefore, any adjustments may be made through February 15, 2023. However, if it is necessary to continue any hearings, and we are unable to adjourn on February 16, 2023, we will advise you of the new date through which changes may be made.

If you have any questions, please contact the County Commission at the above phone number or via email at tperry@upshurcounty.org.

Sincerely,

Kristie G. Tenney, President
Upshur County Commission

West Virginia Courthouse Facilities Improvement Authority Funding Award	Notification Date November 2022	Application Number: 20cycUpshur49		
	GRANT ID NUMBER 20cycUpshu2023	State Fund Number 8685		
	Grant Cycle 020	Program Name WV Courthouse Facilities Improvement Authority		
F.E.I.N: 55-6000406	Funding Period From: January 1, 2023 To: December 31, 2023			
Recipient Name and Address: Upshur County Commission 91 West Main Street, Suite 101 Buckhannon, WV 26201	Project Name Doors – replace entry doors to courthouse & annex			
	Funding Program ID: CFIF			
Project Description: Replace main entrance doors of main courthouse and annex Special Requirements:				
Change Orders: Number: Date: Purpose:				
COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.		Maximum Amount Approved: \$ 27,728.00		
Authorized Signature: <u>Melissa K Smith</u> Date: <u>11/15/22</u> Melissa K. Smith Executive Director WV Courthouse Facilities Improvement Authority				
Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.				

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Upshur County Commission]

Grant ID Number: 20cycUpshu2023

Application Number: 20cycUpshur49

This **AGREEMENT** is entered into this ____ day of _____, 2022/23 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Upshur] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform and carry out in a satisfactory and proper manner as determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2023 and shall continue such duties until completed or no later than December 31, 2023. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to \$[27,728.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include

submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).
16. Where a county commission has received grant money to fund a project, and such courthouse facility is thereafter sold, the county commission shall reimburse the Fund the

amount of the grant.

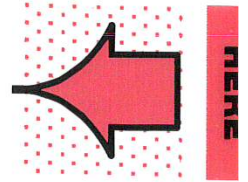
17. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Upshur County Commission]
[91 West Main Street]
[Buckhannon, WV 26201]
18. The Recipient shall hold and save CFIA and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
19. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
20. This Agreement shall be governed by and construed in accordance with the laws of the State.
21. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
22. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties attach their signatures representing that each is acting with full authority.

Commission President
Signature

Date



- President's Printed Name

Melissa K. Smith
Executive Director
Courthouse Facilities Improvement Authority

Date

**WV Courthouse Facilities Improvement Authority (CFIA)
20th Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 20th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials	Requirement Description
_____	The contract term will be from January 1, 2023 to December 31, 2023. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.
_____	A Project Completion Report is due when the project is complete. A project completion report is included within the contract packet and describes the requirements for the report. <u>A Project Completion Report must be submitted before additional grants may be awarded to a county from the CFIA.</u>
_____	All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. <u>CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract. I understand all CFIA projects must be publicly bid in the newspaper and by other means in order to make every effort to obtain a minimum of three bids. All projects must be reviewed by SHPO (State Historic Preservation Office) regardless of historic value of the building.</u>
_____	Quarterly Progress Reports must be received by the 20 th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.
_____	Counties may request reimbursement up to three times during the life of this grant award. Each reimbursement request must represent the match requirement of 20% county funds and 80% CFIA funds, not to exceed the maximum amount of the grant award.
_____	No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

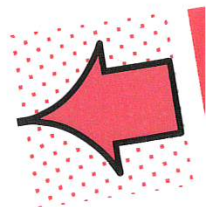
Signatures:

Commission President

Date

CFIA Executive Director

Date





JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services
Justice and Community Services
1124 Smith Street
Charleston, WV 25301
(304) 558-8814



MICHAEL V. COLEMAN
DIRECTOR

December 10, 2022

The Honorable Kristie Tenney
President
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201

Re: Approved Funding - \$100,000.00
Comprehensive Opioid, Stimulant, and Substance Abuse Program
Project Number: 23-SIEEP-11

Dear Commissioner Tenney:

Congratulations on your recent Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP-SIEEP) grant award. Attached you will find:

- Grant contract agreement and sample resolution;
- Federal and Standard Conditions & Assurances;
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; and
- EEOP Certification.

To formalize your acceptance of this grant award, please sign and/or date all required documents and return the **originals** to this office by Wednesday, December 21, 2022.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Ext. 22414, or via email at Marty.A.Hatfield@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

Marty Allen Hatfield
Senior Program Manager
Justice and Community Services

c: Sgt. Rodney Rolenson, Project Director
Tabita Perry, Fiscal Officer



GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND THE
UPSHUR COUNTY COMMISSION

23-SIEEP-11

This **AGREEMENT**, entered into this **10th Day of December 2022** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Comprehensive Opioid, Stimulant, and Substance Abuse Program grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to sustain and improve telehealth receiving sites in Upshur and Lewis Counties.**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **October 1, 2022** and shall continue those services/activities until **September 30, 2023**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$100,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. Based on the program's most recent compliance audit, JCS has determined that the program is **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a state agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances, and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C, which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

**Kristie Tenney, President
Upshur County Commission**

**Jeffrey D. Estep, Assistant Director
Justice and Community Services Section**

RESOLUTION

The **Commission** of **Upshur County** met on December 15, 2022 with a quorum present and passed the following resolution.

Be it resolved that the **Commission** hereby authorizes **Kristie Tenney, President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Comprehensive Opioid, Stimulant, and Substance Abuse Program.

Signed: _____
County Clerk



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
FEDERAL STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: Condition #13 added on October 23, 2022

All correspondence to the Division of Administrative Services, Justice and Community Services Section (JCS), which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve

some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:
Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:**

Section A. Provisions applicable to a recipient that is a private entity

- I. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient, and the employees of any subrecipient may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:
 - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by the Office on Violence Against Women (OVW), failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrantee") that is a private entity:
 - (a) Violated a prohibition in section A.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section B. Provisions applicable to a recipient other than a private entity

- I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:

- Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:
- (a) Violated a prohibition in section B.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section C. Provisions applicable to any recipient

- I. The recipient must inform OVW promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section A.1 or B.1 of this award condition.
- II. OVW's authority to terminate this award unilaterally (without penalty), described in section A.2 and B.2 of this award condition:
- (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), (22 U.S.C. 7104(g)), and
 - (b) Is in addition to any and all other remedies for noncompliance that are available to OVW with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.
- III. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

Section D. Definitions.

For the purposes of this award condition:

- I. "Employee" means either:

- (a) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
 - (b) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
 - II. "*Forced labor*" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - III. "*Private entity*":
 - (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
 - (b) Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
 - A for-profit organization.
 - IV. "*Severe forms of trafficking in persons*," "*commercial sex act*," and "*coercion*" have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).
14. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:
- National Environmental Policy Act of 1969 (NEPA).
 - National Historic Preservation Act of 1966.
 - Flood Disaster Protection Act of 1973.
 - Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
 - Control Act Amendments of 1972.
 - Safe Drinking Water Act.
 - Endangered Species Act of 1973.
 - Wild and Scenic Rivers Act.
 - Fish and Wildlife Coordination Act.
 - Historical and Archaeological Data Preservation.
 - Coastal Zone Management Act of 1979.
 - Animal Welfare Act of 1970.
 - Impoundment Control Act of 1974.
 - Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
 - Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
 - Death in Custody Act of 2000.

To the best of my knowledge the applicant has and will comply with all the attached Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

- 36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

- 41. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
- 42. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Upshur County Commission, 91 West Main Street, Suite 101, Buckhannon, WV 26201

2. Application Number and/or Project Name

23-SIEEP-11

3. Grantee IRS/Vendor Number

55-6000406

4. Typed Name and Title of Authorized Representative

Kristie G. Tenney, Commission President

5. Signature

6. Date

12/15/2022

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Upshur County Commission	
Address: 91 West Main Street, Suite 101, Buckhannon, WV 26201	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Cheyenne Troxell, Program Director	
Telephone Number: 304-472-9548	E-Mail Address: chevellegirl90@gmail.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Kristie G. Tenney [responsible official], certify that Upshur County Commission [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Upshur County Commission

[organization],

91 West Main Street, Suite 101, Buckhannon, WV 26201

[address].

Kristie G. Tenney, Commission President

12/15/2022

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Land - Property Use Lease Agreement

Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535
www.upshurcounty.org

This lease and agreement made and entered into on October 10, 2002 and extended this the _____ day of _____, 2022, by and between the County Commission of Upshur County, West Virginia, the party of the first part, and the James W. Curry Advisory Board the party of the second part, and the Trustees for the Brooks Hill Community Building, an unincorporated organization, as party of the third part for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

WITNESSETH

The Trustees of the Brooks Hill Community Building do hereby agree to lease and allow usage thereof to the County Commission of Upshur County and/or the James W. Curry Advisory Board and/or any individual, group, person, and/or corporation approved by either of these entities the Brooks Hill Community Building and/or surrounding property situated on the Brooks Hill Road of Upshur County, West Virginia without payment or compensation of any kind. Such dates and times for lease and/or usage to be coordinated by and agreed to by the James W. Curry Advisory Board and the Trustees of the Brooks Hill Community Building or their designated representative(s).

The lease agreement shall commence on December 15, 2022 and continue through December 14, 2023. This lease agreement will be reviewed at the termination date stated above with the option of renewal each year according to the desires of the Upshur County Commission and James W. Curry Advisory Board. The Upshur County Commission and James W. Curry Advisory Board reserve the right to extend this agreement on an annual basis without any additional payment or compensation of any kind. Such annual extension(s) will be

subject to all agreements, provisions, conditions and/or covenants contained herein. The Lessee shall communicate their desire of option to renew by written notice to the Lessor 90 days prior to the lease expiration date.

It is further understood and agreed by and between the parties hereto that the Trustees of the Brooks Hill Community Building will keep the exterior and interior of said building and property in a good state of repair and condition. The Trustees of the Brooks Hill Community Building understand and agree to pay any and all expenses incurred to maintain the building or property, any and all expenses incurred for utilities and/or any other type of expense.

It is further agreed and understood that the Trustees of the Brooks Hill Community Building will purchase and maintain liability and property insurance in an adequate amount as directed and approved by the County Commission of Upshur County and the James W. Curry Advisory Board as additional insured parties. The Trustees of the Brooks Hill Community Building will save and hold harmless the County Commission of Upshur County and/or the James W. Curry Advisory Board from any and all liability due to accident, injury or any other cause in the lease and/or usage of said building and/or property.

In addition to any current deed restrictions and/or covenants, the Trustees of the Brooks Hill Community Building understand and agree to that ownership of the Brooks Hill Community Building and/or surrounding property cannot be transferred in any fashion without the approval of the James W. Curry Advisory Board and the County Commission of Upshur County, West Virginia. Furthermore, should the James W. Curry Library cease to exist, this agreement will become null and void.

This lease is executed in duplicate, the original copy thereof to be retained by the Lessor and the duplicate original to be retained by the Lessee, each of which shall be deemed for all purposes the original thereof.

LESSEE: County Commission of Upshur County, West Virginia

And

James W. Curry Advisory Board

LESSOR: Brooks Hill Community Building Trustees

WITNESS the following signatures:

LESSOR:

Brooks Hill Community Building Trustee

By: _____

LESSEE:

County Commission of Upshur County, West Virginia

By: _____

James W. Curry Advisory Board

By: _____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - Upshur County Commission Date: ____/____/____

Lessee - James W. Curry Advisory Board President Date: ____/____/____

Lessor - Brooks Hill Community Building Trustee Date: ____/____/____

LEASE AGREEMENT

THIS LEASE Agreement, made and entered into this 9th day of December, 2021, and renewed on December 15, 2022, by and between the COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA, a statutory corporation, hereinafter referred to as “Lessor,” and APPALACHIAN IMPACT, hereinafter referred to as “Lessee.”

WHEREAS, Lessor, a political subdivision of the State of West Virginia, is the owner of certain real property known as the Old Hampton School property situate at 156 Hampton Road, Buckhannon District, Upshur County, West Virginia 26201, said real property being the location of the Hampton Community Building; and,

WHEREAS, Lessee, a non-profit organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, is engaged in providing programs and services for at-risk youth.

WHEREAS, Lessee desires to lease said building from the Lessor to assist in providing programs and services for at-risk youth of Upshur County, West Virginia.

NOW, THEREFORE, THIS LEASE AGREEMENT WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of this agreement, the terms and conditions of which are to be performed by the parties hereto, the Lessor does hereby lease to Lessee, and the Lessee does hereby lease from the Lessor, those certain premises, hereinafter described as Leased premises, under the following terms, covenants and conditions:

1. LEASED PREMISES: The Leased premises comprises the Hampton Community

Building, being located at 156 Hampton Road, Buckhannon District, Upshur County, West Virginia 26201, on approximately 0.492 acres, along with the right of access to said building.

2. TERM: The term of this lease shall be for a period of one (1) year, commencing on the 1st day of January, 2023, and terminating at midnight on the 31st day of December, 2023. Provided the Lessee is not in default in the performance of this lease, Lessee will have the option to renew this Agreement at the expiration of the initial lease term. Prior to the end of the one (1) year term, this Agreement can be terminated only under the following conditions:

a. Lessee can terminate its rights under this Agreement upon providing the Lessor with thirty (30) days prior written notice. If this Agreement is terminated under this provision, Lessee may remove any of its property that is not permanently affixed to the property by the end of the said thirty (30) day period, unless the period for removal of said property is extended by the Lessor, in writing.

b. The Lessor may only terminate this Agreement if:

i. The Lessor has a need for the property, unforeseen at the time this Agreement is entered into, to meet a public purpose which is of high priority and cannot be met by other assets of the Lessor. In the event this Agreement is terminated under this provision, the Lessor will reimburse the Lessee for the costs of improvements discounted by the period of time the Lessor had the benefit of the use of the improvements, or

ii. The Lessee fails to maintain any insurance required by this Agreement, or

iii. The Lessee permits unlawful or unreasonably dangerous conduct on the leased property, or

iv. The Lessee is delinquent, by more than sixty (60) days, in paying its obligations related to the leased property, including, but not limited to, payment of property taxes, liability and fire insurance, fire fees, repairs and maintenance, and utilities to the leased premises, or

v. The Lessee fails to properly maintain the leased property, including, but not limited to, mowing and trimming the entire leased property on a regular basis, or

vi. The Lessee permits such conditions upon the property as to constitute a danger to the health, safety, or welfare of the public.

3. RENT: The Lessee shall pay the Lessor as rent for said Leased premises, the sum of One Dollar (\$1.00) per year.

4. RENTAL INCREASE: There shall be no rental increases unless otherwise agreed between the Lessor and Lessee.

5. REPAIRS: The Lessee will be solely responsible for prompt and timely payment of any and all property taxes, liability and fire insurance, fire fees, repairs and maintenance, and utilities to the Leased premises.

6. GENERAL MAINTENANCE: Lessee agrees to be responsible for the general maintenance of the Leased premises which shall include, but not limited to, general janitorial services, including cleaning and maintaining the work area and bathrooms. The Lessee shall also be responsible for the maintenance of the water and sewage lines to the Leased premises and for maintaining them in good working order. In addition, the Lessee shall be responsible for snow removal on the leased premises, including the access to the leased premises.

If the Lessee fails to properly maintain the leased property, the Lessor reserves the right to

arrange for maintenance of the leased property and to then be reimbursed by Lessee for charges incurred to maintain the leased property.

7. UTILITIES: Lessee shall be responsible for paying, when due, all costs of all utility services at the leased premises. The Lessee shall be responsible for maintaining any telephone and internet lines to the Leased premises. The Lessee shall be responsible for maintenance and repair of heating and cooling systems.

8. WATER and SEWAGE: Lessee shall maintain and pay all water and sewage charges at the leased premises.

9. REMODELING OR CONSTRUCTION: The Lessor or Lessee will not engage in any remodeling or construction at the Leased premises, with the exception of any necessary minor cosmetic repairs, unless agreed upon, in writing, by the Lessor and Lessee.

10. ASSIGNMENT AND SUBLETTING: The Lessee shall not have the right to assign this lease or sublet the Leased premises, in whole or in part, without first obtaining the written consent of the Lessor.

11. NOTICE OF TERMINATION: If either party, the Lessor or the Lessee, does not desire to renew this Lease Agreement at the expiration of the term of the Lease Agreement, said party shall notify the other party of said intention in writing, thirty (30) days prior to the end of this Lease Agreement.

12. WASTE AND NUISANCE: Lessee shall not commit or suffer to be committed, any waste on the Leased premises or on the premises owned by Lessor, nor shall the Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased premises or the premises owned by the Lessor, or use the Leased premises owned by the Lessor for any unlawful

purpose.

13. REQUIREMENTS OR PUBLIC AUTHORITIES: Lessee agrees to comply with any requirement of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to Lessee or its use of the Leased premises, and indemnify Lessor from penalties, fines, cost or damages resulting from failure so to do.

14. SURRENDER OF POSSESSION: Lessee agrees to peaceably deliver up and surrender possession of the Leased premises to the Lessor at the expiration of this Lease.

15. TAXES: The Lessee agrees to be responsible for payment of any and all real estate taxes annually assessed upon the Leased premises.

16. USE: The Lessee agrees to use the Leased Premises for operating a community building for programs and services for at-risk youth and related purposes.

17. FIRE INSURANCE: Lessee at its own expense shall maintain fire and hazard insurance on any and all of its contents on the Leased premises. Lessor will be responsible for county fire fees and for maintaining fire and hazard insurance on the structures or buildings on the Leased premises.

18. DESTRUCTION OF PREMISES: In the event that the Leased premises are destroyed or so damaged by fire or other casualty that the same cannot be repaired or restored within a reasonable time, this Lease shall absolutely terminate and the rent shall abate for the balance of the term.

19. DEFAULT: In the event that the Lessee (1) should default in making of the payment of rent, or (2) should default by failing to perform any other provision required of the Lessee to be performed as is hereinafter provided within this Lease Agreement, and the Lessee remains in default in the performance thereof for a period of thirty (30) days or more after written notice has been received by the Lessee as sent for the Lessor, specifically notifying the Lessee of such default, the Lessor may then declare this Lease Agreement as being then immediately terminated and cancelled, and the Lessor further may then immediately retake the exclusive possession of the Leased premises, together with any and all buildings and improvements then situated thereon, without prejudice to any other legal right or remedy that the Lessor may have due to any such default by the Lessee. Any such written notice as is required or as is permitted to be given herein by one party to the other party hereto shall be deemed as having been fully and properly given by the parties hereto unless otherwise expressly provided herein, when said notice is sent by certified mail, return receipt requested, postage prepaid, to the Lessee at 156 Hampton Road, Buckhannon, Upshur County, West Virginia 26201, or to the Lessor at 91 West Main Street, Suite 101, Buckhannon, West Virginia 26201, or at such other address as either party may, from time to time, during the lease term, notify the other party in writing.

20. WAIVER OF BREACH: It is covenanted and agreed by the parties hereto that the failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option or election herein contained, shall not be construed as a waiver of such covenant, option or election in any other instance. No modification of any provision hereof, and no cancellation or surrender hereof, except as herein provided, shall be valid unless in writing and signed by the parties hereto.

21. NOTICES: All notices hereunder shall be in writing and shall be sufficiently given or served when delivered personally or sent by certified or registered mail to the party at their respective following address, which shall prevail until notice of change is given:

LESSEE: Appalachian Impact
 156 Hampton Road
 Buckhannon, West Virginia 26201

LESSOR: Upshur County Commission
 Upshur County Administrative Annex
 91 W. Main St., Suite 101
 Buckhannon WV 26201

22. PARTIES: It is further understood and agreed by the parties hereto that the covenants and agreements contained herein are binding upon the parties hereto and upon their respective heirs, administrators, successors, legal representatives and assigns.

23. PAYMENT OF RENTAL: All payments of rent shall be made to the Upshur County Commission.

24. EVENT OF EMINENT DOMAIN: Should the demised premises or any part thereof, be taken under the power of eminent domain, or sold by Lessor under the threat or exercise of said power, this lease shall terminate as of the date the condemning authority takes title or possession, whichever shall first occur. Any award for the taking of all or any part of the said premises under the power of eminent domain or any payment(s) made to Lessor under threat of the exercise of such power, shall be deemed the entire property of the Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, or for the taking of the fee, or as severance damages, or in any other form or compensation.

25. LEASE IN DUPLICATE: This lease is executed in duplicate, the original copy thereof to be retained by the Lessor and the duplicate original to be retained by the Lessee, each of which shall be deemed for all purposes the original thereof.

WITNESS the following signatures and seals:

LESSOR:

LESSEE:

County Commission of Upshur County, West Virginia

Appalachian Impact

By: _____
Its _____

By: _____
Its _____

STATE OF WEST VIRGINIA

COUNTY OF UPSHUR, to-wit:

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____, whose name is signed to
the foregoing writing annexed hereto and consisting of five (5) pages and bearing the date of the ____ day
of _____, 20____, as _____ of the County Commission of
Upshur County, West Virginia, has this day acknowledged the same before me in my said County and State.

Given under my hand this ____ day of _____, 20____

My commission expires: _____.

Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF UPSHUR, to-wit:

I, _____, a Notary Public in and for the County and
State aforesaid, do hereby certify that _____, whose name is signed to
the foregoing writing annexed hereto and consisting of five (5) pages and bearing the date of the ____
day of _____, 20____, as _____ of Appalachian Impact, has this
day acknowledged the same before me in my said County and State.

Given under my hand this ____ day of _____, 20____.

My commission expires: _____.

Notary Public

*This instrument was prepared by Bryan S. Hinkle, Prosecuting Attorney for Upshur County, West Virginia.

UPSHUR COUNTY EMERGENCY OPERATIONS PLAN

ANNEX C: NOTIFICATION AND WARNING

Related Federal ESFs

- ESF #2: Communications
- ESF #5: Emergency Management

Related State Annexes

- Annex B: Notification and Warning

Purpose

- The purpose of this annex is to describe the process for the dissemination of warning information to emergency services organizations and the general public in Upshur County during emergency conditions.

Primary Agencies

- Upshur County Department of Homeland Security and Emergency Management (UCDHSEM)

Support Agencies

- Upshur County 9-1-1 Communications Center
- Local Media Outlets

Authorities

- Public Law (PL) 93-288, Section 202, as amended

Legend

- **Text** – Indicates added definitions
- **Text** – Indicates changes (additions, edits, or deletions)

I. SITUATION AND ASSUMPTIONS

A. Situation

1. The Upshur County warning point is located at the 9-1-1 Communications Center at 181 Pallottine Drive in Buckhannon
2. The following print and broadcast media are available locally.
 - a) Emergency Alert System (EAS): WWLW (FM 106.5)
 - b) Newspaper: The Record Delta, The Inter Mountain
 - c) Radio: WBUC (AM 1460, FM 93.5), WVWC (FM 95.1), WFBY (FM 102.3), WBRB (FM 101.3), WWLW (FM 106.5)
 - d) Television: WBOY, WBOY-D, WDTV, WNPB, WVFX, Channel 3
3. EOC staff members are accessible by landline telephone, and/or cellular phone.
4. According to Census 2000 information, approximately 2.1 % of Upshur County's population (approx. 491 persons) speaks a language other than English at home. (NOTE: This does not mean that they cannot understand English.)
5. Any hazard incident could necessitate the dissemination of warnings.

B. Assumptions

1. Existing forms of warning will require augmentation in order to provide sufficient warning to large segments the population.
2. The use of mobile public address systems and/or door-to-door notification by emergency response personnel will be required when a quick onset emergency (e.g. hazardous material spill) occurs necessitating an evacuation.
3. The warning system will withstand the effects of most hazards that could affect the county.
4. Some people directly threatened by the hazard may misunderstand, not hear, or ignore warning information.

II. CONCEPT OF OPERATIONS

A. General

1. Warnings can be disseminated by one (1) or a combination of the following:
 - a) National Oceanic and Atmospheric Administration (NOAA) weather radio,
 - b) Nixie Public Notification Software
 - c) AM and FM commercial radio stations,
 - d) Suddenlink cable,
 - e) Commercial television stations,
 - f) EAS,
 - g) IPAWS,

- h) Upshur County Department of Homeland Security and Emergency Management (UCDHSEM) website,
- i) Lewis Upshur Local Emergency Planning Committee (LEPC) website,
- j) And Siren and Public Address (PA) system-equipped emergency vehicles.

2. The West Virginia State Police (WVSP) is the point of contact for the National Warning System (NAWAS) and operates the West Virginia portion of the system.

B. Activation and the Warning System

1. Emergency services organizations (i.e. law enforcement, Emergency Medical Services [EMS], and the fire service) should be notified of emergency incidents by dispatchers in the Comm Center.

2. Support agencies can be notified as follows.

- a) Hospitals, EMS agencies, other emergency services providers, and/or telephone
- b) Upshur Buckhannon Health Department, WV Bureau for Public Health, Centers for Disease Control (CDC), telephone, cellular phone, or emergency services providers
- c) American Red Cross: Telephone, pager, or cellular phone
- d) Upshur County Schools: Telephone or emergency services providers
- e) WV Wesleyan: Telephone or emergency services providers
- f) Nursing homes: Telephone or emergency services providers
- g) Covered facilities: Telephone or emergency services providers

3. The UCDHSEM Director should be notified immediately upon receipt of the initial call of the following situations:

- a) When deemed necessary by the Incident Commander
- b) Hazardous material spills of reportable quantities, releases, or fires (including biohazard threats and vehicle accidents) beyond the control and containment of first responders;
- c) Confined explosions (other than small transformers);
- d) Confirmed explosive devices located;
- e) Confirmation of wide areas of air, water, or soil contamination or odors;
- f) Multiple reports received or illness in a specific area of the county;
- g) Aircraft incidents;
- h) Whenever there is a request from the US Environmental Protection Agency (USEPA) or WV Division of Environmental Protection (WVDEP) for action;
- i) Reports of prolonged widespread (greater than 500 households) electricity outages;
- j) Acts of terrorism or terrorism alerts received via teletype;
- k) Major structure fires (including multiple buildings, schools, nursing homes, hospitals, apartment complexes, industrial sites, etc.);
- l) Train derailments;
- m) Search or rescue operations;
- n) Coal mine Incidents;

- o) Any incident at a school requiring a law enforcement or multiple EMS resource response;
- p) Accidents or incidents involving school buses;
- q) Active threats;
- r) Emergencies on primary routes (i.e. WV Route 4, WV Route 20, WV Route 33, WV Route 119, Main Street, etc.) significantly affecting traffic flow;
- s) Flooding;
- t) Radio or telecommunication failure and;
- u) Vehicle accidents involving commercial vehicles.

4. The UCDHSEM Director will notify additional EOC staff members via telephone or cellular phone.

5. Notifications to the State

- a) Prior to the activation of the EOC, the UCDHSEM Director should notify the West Virginia Emergency Management Division (WVEMD).
- b) Once the EOC is activated, the Disaster Analysis Section of the EOC should assume the responsibility for maintaining communications with the State EOC (SEOC).
- c) The SEOC should be notified on any significant changes in emergency conditions.
- d) WebEOC E-team will be used to notify the state (especially since WebEOC E-team posts can be viewed throughout West Virginia). Additional means of notifying the state include telephone, facsimile, or email.

C. Special Needs Populations

- 1. Warnings for the hearing impaired can be via print media, crawlers on television stations and/or the Lewis Upshur LEPC and UCDHSEM websites, or by door-to-door notifications from responders.
- 2. Warnings to nursing homes can be provided via weather radio, telephone, AM/FM radio, and/or television. Staff in nursing homes can disseminate warnings to residents.
- 3. Upshur County maintains a Emergency Preparedness Registry that provides location and type of special need of the citizen.

D. State and Federal Support

1. State

- a) State resources may be notified of an incident in many ways, including county, local, and other sources.
- b) According to the West Virginia Emergency Operations Plan, local and county warning points are to relay warnings to the state level.
- c) If a notice is received by the state warning point, it should activate the NAWAS warning terminals to disseminate messages to county warning points.

2. Federal

- a) If federal assistance is necessary, the appropriate state agency should make requests for those resources.

- b) b. The US Department of Homeland Security (DHS) is responsible for notifying deploying federal agencies via guidelines outlined in Emergency Support Function (ESF) #5 of the National Response Framework (NRF).
- c) ESF #2 communications guidelines may be employed internally by federal agencies. Local and state communication with federal forces should be coordinated at the incident when federal forces arrive.

III. ROLES AND RESPONSIBILITIES

A. Roles

- 1. Those that receive the notifications outlined in this annex should ensure full notification of their personnel.
- 2. The Upshur County E 9-1-1 Communications Center and Upshur County Department of Homeland Security and Emergency Management are the primary agencies responsible for disseminating warnings.

B. Responsibilities

1. Primary Agencies

- a) Upshur County Department of Homeland Security and Emergency Management
 - (1) Notify local support agencies if necessary.
 - (2) Provide notifications and warnings to the WVDHSEM.
 - (3) Notify EOC staff as necessary.
 - (4) Coordinate with local media outlets as necessary.

2. Support Agencies

- a) Upshur County 9-1-1 Communications Center
 - (1) Dispatch emergency services organizations.
 - (2) Receive warning information via telephone, NAWAS, EAS, Weapon/Niels, etc.
 - (3) Notify the UCDHSEM Director of significant emergency Incidents.
- b) Local Media Providers
 - (1) Publishes emergency press releases as requested by the UCDHSEM.
 - (2) Relays accurate information to the public.

IV. DIRECTION AND CONTROL

- A. The shift supervisor in the 9-1-1 center should ultimately coordinate the warnings that are issued by the communications center.

- B. The UCDHSEM Director should maintain control over the warning information released from either the UCDHSEM or EOC.

V. CONTINUITY OF GOVERNMENT

- A. The following agencies serve as the warning point for Upshur County
1. E 9-1-1 Communications Center,
 2. Upshur County Sheriff's Department, and
 3. UCDHSEM.
- B. UCDHSEM Director
1. UCDHSEM Director
 2. Designated on-call EOC staff person
 3. The UCDHSEM Director should notify the Comm Center if another EOC staff member is on-call (as well as provide the name of the on-call staff person).

VI. ADMINISTRATION AND LOGISTICS

- A. Administration
1. Individual agencies should maintain their own internal protocols for documenting the receipt of warnings
 2. UCDHSEM personnel (including EOC staff) should keep records of when they provide notifications to support agencies and the state.
- B. Logistics
1. Most notifications should be provided via telephone, cellular phone, or email.
 2. The following warning systems are available in the Comm Center:
 - a) National Warning System (NAWAS) - Dedicated telephone circuit providing state and national information.
 - b) Emergency Alert System (EAS) - A federally-coordinated warning system using commercial and public radio and television stations to broadcast emergency warnings to the general public.
 - c) Nixie Public Notification Software.
 - d) Integrated Public Alert Warning System (IPAWS) - A federally-coordinated warning system using cellular technology to broadcast emergency warnings to cellular phones of the general public.
 3. The UCDHSEM Facebook and the Lewis Upshur LEPC websites have the capability to display crawling messages.

- a) The UCDHSEM Director should ensure that messages are displayed on the UCDHSEM website as necessary.
- b) The Lewis Upshur LEPC Chair should ensure that messages are displayed on the LEPC website as necessary.

VII. PLAN DEVELOPMENT AND MAINTENANCE

- A. The UCDHSEM Director, 9-1-1 Director and Assistant 911 Director should collaborate in the maintenance and improvement of this annex.
- B. The annex should be reviewed, updated, and modified as necessary, but not less than annually.

11/29/22, 3:40 PM

Rick Kitzmiller

Rick Kitzmiller

From: rodney rolenson <bpd497@hotmail.com>

Sent: Tue, Nov 29, 2022 at 3:33 pm

To: smadams@upshurcounty.org

As president of the Deputy Sheriff Association for Upshur County we would like to have Rick Kitzmiller as our representative on the civil service board. Thank You, if you have any questions please feel free to call me.
Rodney Rolenson

Sent from my iPhone



December 7, 2022

Upshur County Commission
30 West Main Street
Buckhannon, WV 26201

RE: Upshur County Commission, tourism representative appointment to the Upshur County CVB Board of Directors

Dear Upshur County Commission,

The Upshur County Convention and Visitors Bureau plays an important roll for visitors, including Buckhannon and all of Upshur County. Based on the Upshur County CVB's by-laws, the Commission appoints a tourism representative to our Board of Directors. This seat has previously been filled by Josh Hinchman, who submitted his resignation to the CVB Board.

Our organization requests a tourism representative be appointed by the Upshur County Commission. This position will serve until June 30, 2025.

Please indicate the Commission's decision in the space below at your earliest convenience and return this form to the address below.

Appoint the following as the Upshur County Commission Tourism Representative:

Should you have any questions, please contact our office at any time.

Sincerely,

A handwritten signature in blue ink that reads "Laura B. Meadows". The signature is written in a cursive, flowing style.

Laura B. Meadows
Executive Director
PO Box 817 | 14 E. Main Street
Buckhannon, WV 26201
304.473.1400
lmeadows@VisitBuckhannon.org



December 5, 2022

VIA FEDERAL EXPRESS

Hon. Kristie G. Tenney
County Commission President
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201

Re: Franchise Renewal Notification

Dear Commissioner Tenney:

Our records indicate that our cable television franchise with Upshur County is due to expire on November 5, 2025.

Federal law governs renewal procedures. The Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection Act of 1992 requires that the Franchisee provide notification to the County of its intent to seek renewal 30-36 months prior to the expiration of the current franchise. Cequel III Communications II, LLC, of course, wishes to continue to provide service to Upshur County, and is by this letter and in accordance with federal regulations, informing you of its intention to seek renewal of the franchise.

The Cable Act also allows the parties to reach a mutually beneficial agreement for franchise renewal through formal or informal negotiations. Cequel III Communications II, LLC, undertook the informal process with the County in our previous renewal. We seek to reach agreement using the informal process again for the upcoming renewal.

We are proud to be able to serve the residents of Upshur County and look forward to serving you in the future. If you have any questions concerning this process, please call me at (304) 288-3263.

Sincerely,

A handwritten signature in black ink, appearing to read 'Th. J. O'Neill'.

Thomas J. O'Neill
Senior Director, Government Affairs

Cc: Robert Hoch, Sr. Counsel, Government Affairs

From: Grants, WVV <vwvgrants@wv.gov>

Sent: Thursday, December 1, 2022 1:37 PM

To: Cindy M. Hughes

Subject: Invitation to apply to the Volunteer Generation Fund at Volunteer West Virginia

Dear Cindy,

Thank you for submitting your Letter of Intent to the Volunteer Generation Fund. We have reviewed your letter and are happy to invite you to submit a full application. Please make sure and review the [Notice of Funding Opportunity](#) on our website for full directions on what to include.

We have attached the application template and budget template to this email. Make sure to submit both attachments to vwvgrants@wv.gov, by January 12, 2023, to be considered for funding. We have also attached a sample budget for your reference. Your budget should be as specific as possible. Please remember that you must also have a valid SAM.gov registration and UEI on January 12 to be considered for funding.

When completing you application and budget, keep the following tips in mind:

- Volunteer West Virginia will not fund general volunteer program supplies with this funding
- Volunteer West Virginia cannot fund staff time with this funding
- Your application must clearly show how this funding will be used to strengthen your volunteer program

Please do not hesitate to reach out if you have any questions on the application. We are happy to help with application questions either by email or through a scheduled call.

Yours in service,

Volunteer West Virginia

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
NOVEMBER 1, 2022 - NOVEMBER 15, 2022**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
11/1/2022	9030	82257	RIFFLE, GARRY LEE AND THELMA RIGGS	4804 GLADY FORK RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		CASH	OUTSIDE AND INSIDE REPAIR OF TRAILER FOR RESIDENCE	SELF	
11/1/2022	9031	1292	BURNSIDE, MIRANDA	403 MACEDONIA RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		OL	16' X 18' ROOM ADDITION	SELF	
11/3/2022	9032	NEW	DEBARR, CLAUDE E	4170 LITTLE SAND RUN RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CASH	20' X 26' CAMP	SELF	
11/7/2022	9033	10863	SITES, MACK	3759 CANAAN RD, ROCK CAVE, WV 26234	\$15,000.00	\$15.00		OL	32' X 32' GARAGE AND SIDING ON HOUSE	SELF	
11/7/2022	9034	13365	GALLAGHER, RICHARD	1348 WEBER CITY RD, TALLMANSVILLE, WV 26237	\$6,923.86	\$15.00		OL	FOUNDATION SETTLEMENT REPAIR	JES CONSTR DBA BASEMENT AUTHORITY, 1807 W PIKE ST SUITE C, CLARKSBURG, WV 26301	
11/7/2022	9035	NEW	LEE, TARRA AND ALLEN II	754 HEAVNER GROVE RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CASH	60' X 30' NEW HOME	SELF	
11/7/2022	9036	NEW	TENNEY, RUSHIA	636 CUTRIGHT CHAPEL RD, TALLMANSVILLE, WV 26237	\$181,000.00	\$15.00		OL	28' X 72' NEW HOME	CLAYTON HOMES, PO BOX 2358, BUCKHANNON, WV 26201	
11/7/2022	9037	NEW	CUTRIGHT, SAMUEL E	259 KARENS WAY, ROCK CAVE, WV 26234	\$80,000.00	\$15.00		CHECK	32' X 40' TWO STORY A FRAME HOUSE WITH METAL ROOF	SELF	
11/9/2022	9038	81200	BARNETT, MELISSA	76 FARNSWORTH AVE, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CASH	10' X 12' STORAGE BUILDING	SELF	
11/14/2022	9039	82259	HARRIS, LOIS	806 TETER CROSSING RD, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		OL	REMODEL BUILDING FOR RESIDENCE	SELF	
11/14/2022	9040	NEW	CHDESTER, ROBIN	606 HICKORY FLAT RD, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CASH	12' X 30' CAMP	SELF	
11/14/2022	9041	NEW	TENNEY, KENDALL	132 RANDOLPH ST, BUCKHANNON, WV 26201	\$60,000.00	\$15.00		OL	14' X 60' TRAILER	CMH HOMES DBA FREEDOM HOMES, PO BOX 520, BUCKHANNON, WV 26201	
11/14/2022	9042	10378	DIBICCARI, PAUL	5148 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$9,971.47	\$15.00		OL	FOUNDATION SETTLEMENT & CONCRETE LIFTING (POLY)	JES CONSTR DBA BASEMENT AUTHORITY, 1807 W PIKE ST SUITE C, CLARKSBURG, WV 26301	
11/15/2022	9043	80114	WILSON, SHAWN T-MOBILE	507 MAIN ST SUITE 204, ZANESVILLE, OH 43701	\$10,000.00	\$15.00		OL	INSTALL (1) MICROWAVE DISH	SBA NETWORK SERVICES LLC, 8051 CONGRESS AVE, BOCA RATON, FL 33487	
11/15/2022	9044	6159	CORDIAL, DAVID	379 CENTERVILLE RD, ROCK CAVE, WV 26234	\$30,000.00	\$15.00		OL	BUILD ATTACHED GARAGE	RAVEN CONTR LLC, 795 CARTER RD, FRENCH CREEK, WV 26218	
					TOTAL	TOTAL	TOTAL				
					\$424,395.33	\$225.00	\$0.00				

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
NOVEMBER 16, 2022 - NOVEMBER 30, 2022

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	
11/18/2022	9045	6138	TOLLIVER, ROGER L	294 BROWNING RD, ROCK CAVE, WV 26234	\$6,000.00	\$15.00		CHECK	METAL GARAGE	SELF	
11/21/2022	9046	82264	WILLIAMS, RUBY	607 DOGWOOD LN, GRAFTON, WV 26354	\$500.00	\$15.00		CHECK	10' X 20' ROOF OVER 8' X 21' 1976 CAMPER AND 6' X 10' PORCH	SELF	
11/22/2022	9047	8555	DAVIDSON, BILLIE	92 FAITH ACRES DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CHECK	16' X 24' GARAGE SPACE MODIFIED INTO LARGER LIVING ROOM	SELF	
11/28/2022	9048	80140	HUDDLE, CHRIS AND SHAUNA	60 PEACE LN, BUCKHANNON, WV 26201	\$38,000.00	\$15.00	\$75.00	CHECK	INSTALLING DETACHED GARAGE ON CONCRETE SLAB	LC CONTRACTING LLC, PO BOX 1308, MOUNT AIRY, NC 27030	FLOODPLAIN; EC SHOWS OUT
11/29/2022	9049	NEW	ROSE HOLDINGS LLC	70 COLUMBIA BLVD, CLARKSBURG, WV 26301	\$130,000.00	\$15.00		OL	PAD SITE FOR FUTURE CONCRETE PLANT	HIGH POINT CONSTRUCTION, 643 RT 20 SOUTH RD, BUCKHANNON, WV 26201	
11/30/2022	9050	10152	YOUNG, JOHN B	2786 ALEXANDER RD, FRENCH CREEK, WV 26218	\$7,000.00	\$15.00		CASH	NEW ROOF ON HOUSE	SELF	

TOTAL
\$186,500.00 **TOTAL**
\$90.00 **TOTAL**
\$75.00

GRAND
PROJECT
TOTAL
\$610,895.33 **GRAND BP**
TOTAL
\$315.00 **GRAND FP**
TOTAL
\$75.00

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, December 6, 2022</i>	Place	<i>P.S.D. Office 133 Fallen Road, Buckhannon</i>
<hr/>			
Meeting Called to Order by Chairperson			5:00 PM
Pledge of Allegiance			
Roll Call Introduce Board of Directors			
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes - November 1, 2022 Regular Monthly Meeting			Vote
Treasurer Report/Payment of Bills for December/bal of November Invoices			Vote

ITEMS FOR DISCUSSION

Phase III Extension Project Update	Vote
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	
Master Meter Backf Flow	

Maintenance Report

Personnel	Vote
Christmas	

Date & Time of January 2023 Meeting - Tuesday, January 3, 2023 @ 5:00 pm

Adjournment	Vote
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Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺)

*Rough Draft Prepared by Office Manager November 16, 2022
Prepared by Board Chair and Office Manager November 22, 2022
Posted and Available to the Public on December 2, 2022*

Notice of Meeting

for

Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Ellamore Volunteer Fire Department, Ellamore, WV
Date: Wednesday, December 14, 2022
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---November 15, 2022

Public Questions/Comment Period

Report from Fire Fee Clerk on Collections and/or Operational Procedures

- Cumulative report
- Online payment review
- Provide bound audit reports to members of the Board

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 11/30/2022---TBD prior to the meeting
- Disbursement from Chief Tax Deputy for October---TBD prior to the meeting

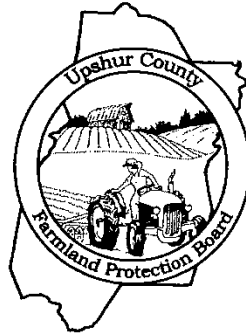
Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice # 36829---\$237.00
- *Ferrari and Associates---Audit of FY 2021---Invoice # 0001413---\$2460.00
- *State Auditor's Office---Audit of FY 2021---Invoice # 21999---\$197.00

Review and Approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---Thursday, January 12, 2023, at the Buckhannon Volunteer Fire Department---
Adjournment



**Notice of Regular Meeting
Upshur County Farmland Protection Board**

Location: Upshur County Development Authority
21 E Main St, Conference Room First Floor
Buckhannon, WV 26201
Date: December 15, 2022
Time: 6 pm

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: October 28, 2022

BUSINESS ITEMS – Discussion/Update/Action

- o Current Application Update
 - o Derico Update
 - o Hinkle Hazardous Materials/ Title Search

FINANCIAL MATTERS – Discussion/Update/Action

- o Financial Report- Financial Spreadsheet
 - o Payment of Bills /Invoices -Turtley For You Consulting, Saddleback Services, etc
 - o Approve to pay Audit Invoice

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT



**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, December 15, 2022**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or drop box behind City Hall.

Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709>
You can also dial in using your phone United States: [+1 \(872\) 240-3212](tel:+18722403212) Access Code: 804-282-709

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
 - B.1
- C. Department & Board Reports**
 - C.1 Public Works Director- Jerry Arnold
 - C.2 Finance Director- Amberle Jenkins
 - C.3 Police Chief- Matthew Gregory
 - C.4 City Attorney- Tom O'Neill
- D. Correspondence & Information**
 - D.1 Encova Insurance Safety & Loss Control Visit at the Public Works Facility
 - D.2 Letter of Support for A&O Railroad, Inc.'s Consolidated Rail Infrastructure & Safety Improvement Grant Application
 - D.3 Charles Gibson Library Director's Report December 2022
 - D.4 FOIA Request from SmartProcure for Purchasing Records
 - D.5 CPWB Traffic Alerts:
 - Additional directional signage on Madison Street – Paint white ONE WAY arrow and red "DO NOT ENTER" bar on street surface from between Wendy's entrance and South Kanawha Street
 - Change traffic direction to RIGHT TURN ONLY from Green Street onto Route 20 South
 - Change traffic direction to RIGHT TURN ONLY from Franklin Street onto South Locust Street
 - Change traffic pattern at the Chestnut and West Victoria Streets – ADD YIELD SIGNS on West Victoria Street and REMOVE STOP SIGN on Chestnut Street
 - Request WVDOH to REMOVE "NO TURN ON RED" signage on stoplight pole at West Main & South Locust Streets
 - Traffic Direction on Huffman Lane-This Alley will be ONE WAY Eastbound from North Locust Street (Rt 20) to North Kanawha Street
- E. Consent Agenda**
 - E.1 Approval of Minutes -Regular Meeting 11/17/22, 12/01/22, Special 11/28/22
 - E.2 Approval of Building and Wiring Permits
 - E.3 Approval of Payment of the Bills
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 Accept & Approval Quote for the BPD Evidence Storage Area Fence at Mudlick Road (Consistent with CALEA Standards)
 - F.2 Approval Ordinance No. 462 The Enforcement of the City's Public Parking Ordinances through Towing or Use of Vehicle Immobilization Devices 1st Reading
 - F.3 Accept & Approval-Execution of Engagement of Steptoe & Johnson PLLC as Legal Bond Counsel for the City of Buckhannon Building Commission regarding Financing and Acquisition of the Stockert Youth Center Multipurpose Building Project
 - F.4 Accept & Approval Resolution 2022-10 Reimbursement from Proceeds of Bonds to be Issued by the COB Building Commission for Expenditures in connection with the Design, Acquisition, Construction and Equipping of Improvements and Additions to the City's SYCC made prior to the Issuance of Tax-exempt Lease Revenue Bonds or Other Obligations
 - F.5 Approval Appointment Buckhannon Parks & Recreation Advisory Board City Council Member Pam Bucklew
 - F.6 Recommendation from the Colonial Arts Center Board for City Attorney to draft Agreement to contract Outside Artists
 - F.7 Approval to Widen S. Florida Street Sidewalk & To Purchase Replacement Fence for Relocation along the SYCC Property
- G. Comments and Announcements**
 - G.1 Pamela Bucklew
 - G.2 David McCauley
 - G.3 Jack Reger
 - G.4 David Thomas
 - G.5 CJ Rylands
 - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**



**Upshur County Family Resource Network
General Membership Meeting (held virtually)
September 12, 2022
Meeting Minutes**

Board Members present: Debora Brockleman, Heather Grogg, Amanda Hayes, and Dr. Joseph Reed.

Board Members not present: Rise Hanifan, Addie Helmick, Matt Kerner, Tonya Kittle, Jodi McQuillan, Beth Rogers, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: (by video or by phone) Anne Chopyak (community), Taylor Daugherty (Aetna), Hazel Davis (Milan Puskar Health Right), Brittany Grueser (WVU Medicine), Joyce Harris-Thacker (Upshur County Schools), Kathy McMurray (Mountain CAP), Leanna Marks (Milan Puskar Health Right), Rebecca Reed (First Choice Services), Emma Rexroad (UniCare), Suree Sarceno (NCWVCAA/VITA), Jason Vanhorn (Mountain CAP), and Lise Vannostrand (Mountain CAP).

Introduction & opening prayer: Introductions were made in the chat box. Meeting was called to order by UCFRN Director, Lori Ulderich Harvey, in the absence of our Chair, Vice-Chair, and Treasurer, Amanda Hayes offered our opening prayer.

Updates from Director: Lori noted there will be no meeting in October, but we will meet November 14th and December 12th (the latter will include a potluck meal). **Children's Festival** (September 10th) drew 367 people (children and adults combined). Sweet-a-Licious sent 250 frozen popsicles; all but about 50 were given out. **Nacho Average Family Game Night** will be held September 19th at the rec park pavilion. We need volunteers yet to help in setting up and otherwise. This event is for foster/adoptive/grandfamilies/ kinship families. Our **family social** (for families with children under 6 years) will be held September 26th. We include an education component and food. This month is safety month and we plan to go to the firehouse, and Jodi McQuillan can check car seats. We just found out that **Trunk or Treat** will be held on Friday, October 28th at or around the public safety complex. We are preparing for 500-600 children. **Healthy Grandfamilies'** fall session will start on Thursday, October 6th at 11:30 AM, at Stockert Youth & Community Center, and the last session to be held on December 8th, with no meeting the week of Thanksgiving. The children can play while the grandparents can talk freely among themselves and with presenters. More information will follow on a **fundraiser** in October: a six foot long walnut "cookie table" and 6 walnut chairs will be raffled off.

Special Guest: Joyce Harris-Thacker, Communities in Schools (CIS) Coordinator, Buckhannon-Upshur Middle School: Joyce assumed this position in December, 2021 after teaching special education for 5 ½ years previously. She provided some history of CIS. The program has been in existence for more than 40 years, with the purpose being to eliminate academic and learning barriers. Governor Justice's wife, Cathy, was instrumental in introducing CIS into WV schools in 2018. Currently there are 171 schools within 31 counties in WV which have the CIS program. Many CISs are social workers, while some are teachers. Joyce added that every school in Upshur County has a CIS Coordinator, with some elementary schools sharing a Coordinator. She stated that traditional education fails to deal with stress and basic needs (food, housing, etc.), and the costs of everything has risen. This is where community members and agencies can help, by partnering with the CISs. To quote Joyce, "Our job is to do what we can to face those challenges for them and meet those needs." Each school in Upshur County has a

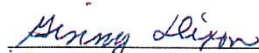
comfort closet, containing shoes, leggings, underwear, personal care items, etc. They accept gently used clothing as well as new, and always need donations. Additionally, B-UMS has food bags, situated at the doors as students leave the building, for more than 100 students. The primary funding source for the latter is the Foundation for Better Schools, while Matt and Jessica Bohman fundraise for the comfort closet. Our middle school also has a "share table" in the cafeteria, of unopened items (e.g., prepackaged cereals) that other students don't eat; these items can go home with students over the weekend (a backpack program). Another part of Joyce's job as CIS Coordinator is to help students academically and with absences. As chair of the Solid Waste Authority, Joyce was able to get green cloth tote bags for use to send stuff home with the students. Joyce also shared that B-UMS will be holding a school carnival, with hot dogs, chips and drinks; families will receive a board game to take home. Community partners can set up a table and provide information and treats. Joyce will send information to Lori and Ginny to share with our email list. The date is tentatively October 15th or 22nd. She also has a brochure on CIS. Questions were entertained, and we learned that the middle school does not have the room to store coats in their comfort closet although they might hold a coat drive.

Information Sharing:

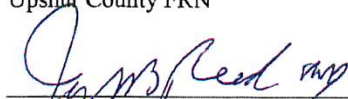
- **Dr. Reed** shared that the Parish House will hold a Hunger Walk in memory of Mark Petroskey on October 1st at 8:30 AM; donation of non-perishable food items or \$5 when you register. Call 304-472-0743 for more information.
- **Heather Grogg** shared that many people have problems with paying their water bills. DHHR may be able to help. Persons should go to their local DHHR office with their water bill to complete an application, as is done with the LIEAP program.
- **Leeanna Marks and Hazel Davis** shared that the Milan Puskar Health Right program will be holding a clinic on Thursday, September 22nd from 9:00 am to 1:00 pm at the Parish House. There will be HIV and Hepatitis testing, some vaccines (the Omicron variant of COVID), blood pressure and glucose testing. Another clinic will be held on September 26th from 10:00 am to 2:00 pm at the Upshur County Public Library.
- **Joyce Harris-Thacker** offered to get in touch with Lori regarding referrals to the Healthy Grandfamilies program.

Next meeting: Monday, November 14, 2022 at 12:00 noon – location TBD

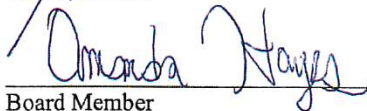
Respectfully submitted,



Ginny Dixon, Administrative Assistant
Upshur County FRN



Board Member



Board Member

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 1, 2022

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, November 1, 2022.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-David Burr and Board Member-Wendell Grose

Staff Present were: Office Manager-Carolyn Douglas; Billing Clerk-Linzy Wilson; System Operator-David Wamsley

Phone in participants: Greg Belcher, CTG (ZOOM meeting ended at 5:33 p.m.)

Unless otherwise stated all motions passed by vote 3-0.

Recognize that four (4) customers were present.

APPROVAL OF MINUTES

Minutes of October 4, 2021 Regular Monthly Meeting were presented for approval. Carey Wagner made a motion to approve the minutes. David Burr seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Carey Wagner made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried

ARPA AGREEMENT W/COUNTY

Carey Wagner ask for a motion to be made to sign the ARPA Agreement. David Burr made a motion to sign the agreement. Wendell Grose seconded. Motion carried

ARPA PROCUREMENT

Carey Wagner explained after having a discussion with our engineer, Greg Belcher, that it would be better to ask several engineering firms if they would be interested in working on several projects totaling under \$250,000. She suggested that letters be sent to at least five engineering firms in order to comply with ARPA guidelines sent by Tabatha Perry with the Upshur County Commission regarding said funds.

Elkins Road Public Service District
Board of Directors' Regular Meeting
November 1, 2022

REGION VII – SHANE WHITEHAIR TO ATTEND

Shane Whitehair, Stacey McDaniel and Cary Smith with Region VII attended the meeting to present the benefits/cost of meter, valves, etc. GIS for the PSD. **Carey Wagner made a motion to start collecting data for the implementation of this program. David Burr seconded. Motion carried**

PHRASE III EXTENSION PROJECT

There were no invoices or requests presented for payment this month.

Greg Belcher with Chapman Technical Group stated that he didn't have anything to report on the extension except that he just needed to get with Cary Smith, with Region VII, to finalize any paperwork needed to complete the extension.

OTHER GUESTS

Jerry Wamsley attended the meeting and when asked if he had anything he wanted to ask the Board he said no he was just attending.

MAINTENANCE

Dave Wamsley gave the October Maintenance Report. Our water usage continues to hold at a good figure but we will, as always, continue to be sure we have no leaks to keep it that way.

There being no further business, **the meeting adjourned on motion made by David Burr and seconded by Wendell Grose.** Meeting adjourned at 6:50 p.m.

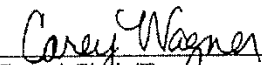
The next meeting will be held on Tuesday, December 6, 2022 at 5:00 p.m.

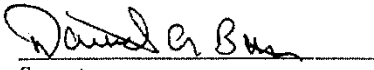
Respectfully submitted:

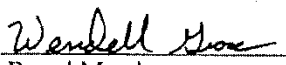
ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
David A. Burr


Board Member
Wendell R. Grose

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting <i>Regular Monthly Meeting</i>	Start Time <i>5:00 PM</i>	
Date <i>Tuesday, November 1, 2022</i>	Place <i>P.S.D. Office</i> <i>133 Fallen Road, Buckhannon</i>	

Meeting Called to Order by Chairperson 5:00 PM
Pledge of Allegiance
Roll Call Introduce Board of Directors
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;
System Operator-David Wamsley
Recognize Current Customers
Approval of Minutes - October 4, 2022 Regular Monthly Meeting Vote
Treasurer Report/Payment of Bills for November/bal of October Invoices Vote

ITEMS FOR DISCUSSION

ARPA Agreement W/County Vote
 ARPA Procurement - Waugh Tank Overflow
 Fire Hydrant Replacement
 System Leak Survey
 Ridgeview Lane Engineer Study

Region VII - Shane Whitehair to Attend Vote
 Benefits/Cost of Meter GIS Program

Phase III Extension Project Update Vote
 Invoice payment approval
 Progress Reports & Discussion
 Change Orders
 Project Underruns & Proposed Use
 Master Meter Backf Flow

Maintenance Report
 Winterization
 Generators
 Pump Stations

Date & Time of December 2022 Meeting - Tuesday, December 6, 2022 @ 5:00 pm

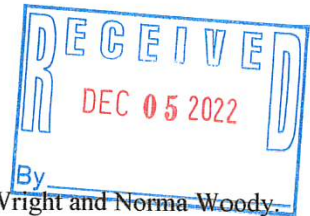
Adjournment Vote

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺

Rough Draft Prepared by Office Manager October 14, 2022
Prepared by Board Chair and Office Manager October 27, 2022
Posted and Available to the Public on October 28, 2022

[illegible]

Adrian Public Service District
November 3, 2022
Monthly Board Meeting



Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, Eric Brunn, Alicia Wright and Norma Woody.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman, Paul Spencer.

Minutes of the October 6th meeting were read. Kelly made the motion to approve the minutes and Paul second. Minutes of the October 31st meeting were read. Paul made a motion to approve the minutes and Carolyn second.

Invoices were presented. A motion was made to pay by Kelly, second by Carolyn.

Old Business

- Phase VIII/Pickens update provided by Norma Woody. The closing on the project is complete. Project set to begin construction the week after Thanksgiving. Pro Contracting, LLC awarded Contract 1 & 2 of the project, with Mid-Atlantic Storage being awarded Contract 3 (tanks).

New Business

- None

Items for Discussion/Action/Approval

- Norma Woody provided an update for ARPA funding projects. Bids for meters, maintenance building, roofs and generators were published in the Record Delta and Intermountain Newspapers. The meter bid was awarded to Core & Main with no other bids received. The maintenance building was awarded to RM Builders, LLC with additional bids received from Start to Finish Construction and Gonday Enterprises. No roof bids received at this time, and Eric feels that other projects will not leave enough to include roofs in ARPA funding. Eric is currently working on bids for Generators.
- Jacob A. Leichliter was converted to full-time Water Service Technician for Adrian Public Service District with approval by the board.

Maintenance Report

- Repaired mainline break at Brooks Hill.
- Installed six new services at Old Pritt, Palace Valley, Buckhorn, Upshur Randolph line/Hunter Ridge/Shakota Ln.
- Repaired three service leaks at Rt 20 Frenchton Rd/Gould/Trexal/Ivanhoe Roads.
- Generators are being considered through Ed Ware (Generac) and Mountaineer Generators in Elkins.

Office Report

- None

Adjournment

The meeting adjourned at 4:00 pm. Next regular meeting will be December 1, 2022 at 3:00 pm.

Board of Directors

Paul Spencer

Paul Spencer, Chairman

Carolyn Douglas

Carolyn Douglas, Vice Chairman

Kelly Arnold

Kelly Arnold, Sec., Treas.

**Upshur County Safe Structures and Sites Enforcement Board
November 10, 2022**

Members present: Greg Harris, Chris Cook, Chris Garrett
Members absent: JB Kimble, Chris Alkire
Others present: Cindy Hughes, Assistant Administrator

The meeting was called to order at 3:00 p.m. by Greg Harris.

The August 11, 2022 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

The Enforcement Board reviewed the following cases:

071422-01 (Kennedy) The Board reviewed photos of the property. Greg Harris has been in contact with the property owner clarifying expectations and answering questions. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to give the property owner a 30-day extension until December 7, 2022 to bring the property into compliance.

The Enforcement Board reviewed the following new cases:

111022-01 (Hartzel West): This property is located at 529 Hickory Flat Road. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to open an investigation of the property.

111022-02 (Gregory Smith): This property is located at 575 Hickory Flat Road. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to open an investigation of the property.

111022-03 (Rick Carrier): This property is located at 2804 Mt. Nebo Road. The complaint form was reviewed and the Board interpreted the problems/complaints stated as not within the scope of the Upshur County Safe Sites and Structures Ordinance parameters. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to send a letter referring his concerns to a more appropriate agency.

111022-04 (Rick Carrier): This property is located at 9 Pronghorn Lane. The complaint form was reviewed and the Board interpreted the problems/complaints stated as not within the scope of the Upshur County Safe Sites and Structures Ordinance parameters. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to refer this concern to the Upshur County Health Department. The complainant will be provided a letter regarding the decision of the Board.

Public Comment: None

Other Business:

The next meeting will be held on Thursday, December 8, 2022 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. On motion by Chris Cook, seconded by Greg Harris, the meeting adjourned at 3:25 p.m.

Approved by:

Greg Harris, Enforcement Officer

Date

Chris Garrett, R.S.

Chris Garrett, Board Member

12/8/2022

Date

James B. Kimble, Board Member

Date

Chris Alkire

Chris Alkire, Board Member

12/8/22

Date

Chris Cook

Chris Cook, Board Member

12-8-22

Date