

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: March 7, 2024

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• February 29, 2024

10:00 a.m. Conduct Fiscal Year 2025 budget hearings

### Items for Discussion / Action / Approval:

1. Review and signature of a Water System Improvement Project - Request for Payment #6 for the Mt. Hope Water System Improvement Project in the amount of \$560.15. \* [Pages 4-10](#)
2. Approval and signature of a Management Representation Letter regarding the Alternative Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Compliance Examination for the year ended June 30, 2023. \* [Pages 11-13](#)
3. Approval and signature of a one-year renewal of a groundskeeping contract with Stanton Lawn Service, per the agreement dated March 2, 2023. Work will commence on or around March 31, 2024 and end on or around September 30, 2024. \* [Pages 14-15](#)
4. Correspondence from the West Virginia Department of Agriculture announcing the award of Spay and Neuter Assistance Program Grant funds in the amount of \$7,500. Matching funds in the amount of \$5,000 will be provided out of the local spay and neuter account. Approval and signature of a Grant Agreement on behalf of the Lewis-Upshur Animal Control Facility. \* [Pages 16-24](#)
5. Discuss the commitment of funding for Phase I Recreational Complex engineering fees for potential grant application purposes. Upon approval, this commitment will need to be reconsidered for fiscal year 2025. \*
6. Review and approval of an updated proposal for ongoing professional services from JH Consulting, LLC regarding the Emergency Operations Plan project. The goal of the project is to fully update Upshur County's emergency operations plan to ensure consistency with current partnerships and capabilities. The remaining fee for the professional service is \$7,500. \* [Pages 25-29](#)
7. Consider submitting a letter of support on behalf of West Virginia Wesleyan College as they seek grant funding for facility/campus improvements. \* [Page 30](#)
8. Approval of Upshur County Youth Camp advertisement for seasonal positions. Positions include kitchen personnel, cleaning personnel, groundskeeping and/or lifeguards. Applications will be accepted until all positions are filled. \* [Page 31](#)

9. Memorandum from Greg Harris, Upshur County Facilities Director, requesting the employment of Robert J. Sommerfeld as part-time seasonal groundskeeper, effective March 11, 2024, pending background check. If approved, Mr. Sommerfeld will work up to twenty-nine and one-half hours per week. \*

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

[Under separate cover](#)

10. Approval of Lewis-Upshur Animal Control Facility volunteers:

- a. Ian Greenough\*
- b. Kaleb Messenger\*

[Under separate cover](#)

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

### For Your Information:

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

1. Correspondence from Carol J. Smith, Upshur County Clerk, regarding the 2024-2025 Public Utility Values. An increase of \$11,010,856 is noted. \* **Pages 32-35**
2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoices for Upshur County for February, 2024. One invoice reflects 490 inmate days X \$54.48 per diem rate totaling \$26,695.20. A second invoice reflects 1,384 inmate days X \$65.38 per diem rate totaling \$90,485.92 for a grand total of \$117,181.12 for February 2024. This amount does not include credits and additional debits made during this period. **Pages 36-37**
3. Upshur County Building & Floodplain Permits for the month of February 2024. **Page 38**
4. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - Upshur County Public Library Book Swap March 16, 2024 **Page 39**
  - b) Agendas and/or Notice of Meetings:
    - City Council of Buckhannon March 5, 2024 **Page 40**
    - Elkins Road Public Service District March 5, 2024 **Page 41**
  - c) Meeting Minutes:
    - Upshur County Youth Camp November 16, 2023 **Pages 42-43**
    - Adrian Public Service District – Board Meeting January 4, 2024 **Page 44**
    - Adrian Public Service District – Project Meeting January 17, 2024 **Page 45**

**\*Dates and times of monthly board meetings are viewable at:**

[www.upshurcounty.org](http://www.upshurcounty.org) -- Upcoming events are listed on the main page.

5. Appointments Needed or Upcoming:
  - None
6. Budget Hearing Schedule

The Commission will hold budget hearings at the Upshur County Administrative Annex, unless otherwise noted, on the following dates. For a detailed list of meetings, please contact Tabatha Perry at [tperry@upshurcounty.org](mailto:tperry@upshurcounty.org).

- Thursday, March 7<sup>th</sup> beginning at 10:00 a.m. – Commission Meeting Room, Courthouse Annex
- Friday, March 8<sup>th</sup> beginning at 8:15 a.m.
- Saturday, March 9<sup>th</sup> beginning at 9:00 a.m. and concluding no later than 12:00 p.m.
- Monday, March 11<sup>th</sup> beginning at 1:00 p.m.
- Tuesday, March 12<sup>th</sup> beginning at 9:00 a.m. (if needed)

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

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

#### Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission  
March 14, 2024 --- 9:00 a.m.  
Upshur County Courthouse Annex  
The Commission Meeting scheduled for March 21, 2024 has been CANCELLED.

**RESOLUTION**  
of the  
**MT. HOPE WATER ASSOCIATION, WEST VIRGINIA**  
**APPROVING INVOICES RELATING TO SERVICES**  
for the  
**MT. HOPE WATER SYSTEM IMPROVEMENT PROJECT**  
**WV Infrastructure Jobs & Development Council PROJECT # 2023W-2372**  
**RFP #6**  
and  
**AUTHORIZING PAYMENT THEREOF**

**WHEREAS**, the Mt. Hope Water Association has reviewed the invoices attached hereto and incorporated herein by reference relating to the Water System Improvement Project funded in part by the WV Infrastructure Jobs & Development Council and the Upshur County Commission and find as follows:

- A. That none of the items for which payment is proposed to be made has been requested from another funding source;
- B. That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the Project;
- C. That each of such costs has been otherwise properly incurred;
- D. That the payment for each of the items proposed is due and owed.

**NOW, THEREFORE, BE IT RESOLVED** that the Mt. Hope Water Association hereby approves and authorizes payment of the following invoices:

Vendor	Invoice #	Invoice Date	Upshur County Commission	WV UDC	Total
The Exponent Telegram	1411458	2/15/2024	\$297.38	\$0.00	<b>\$297.38</b>
The Record Delta	1411469	2/21/2024	\$262.77	\$0.00	<b>\$262.77</b>
		<b>TOTALS:</b>	<b>\$560.15</b>	<b>\$0.00</b>	<b>\$560.15</b>

**ADOPTED BY** the Mt. Hope Water Association at a virtual meeting held on the 1<sup>st</sup> day of March 2024.

**Mt. Hope Water Association**

**Upshur County Commission**

By: 

Donnie R. Tenney, President

By: \_\_\_\_\_

Samuel R. Nolte, President

# 495-Mt. Hope Water Association-Water System Improvement Project Expenditure Schedule - #6

Mt. Hope Water Association Meeting Date: 3/1/2024

Edited by: Carrie Wallace

Printed: 03/01/2024 @ 8:53 AM

Total Project	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
<b>CONSTRUCTION</b>							
Contract #1 - Contractor	\$ 1,306,295.00	\$ -	\$ 1,306,295.00	\$ -	\$ -	\$ -	\$ 1,306,295.00
Contract #1 - Change Order #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY	\$ 130,630.00	\$ -	\$ 130,630.00	\$ -	\$ -	\$ -	\$ 130,630.00
<b>ENGINEERING SERVICES</b>							
Engineering Firm							
Study & Report Phase	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 54,000.00
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
Asset Mananagement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES and OTHER</b>							
Administrative (Region VII)	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 3,404.41	\$ -	\$ 3,404.41	\$ 26,595.59
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name)	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ -	\$ -	\$ 29,500.00
Permits/Advertisements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 852.09	\$ 560.15	\$ 1,412.24	\$ 2,587.76
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 3,012.00	\$ -	\$ 3,012.00	\$ 2,988.00
Legal (Local) (Company Name)	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
Legal (PSC) (Company Name)	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ 23,900.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 23,900.00
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 1,697,825.00</b>	<b>\$ -</b>	<b>\$ 1,697,825.00</b>	<b>\$ 45,268.50</b>	<b>\$ 560.15</b>	<b>\$ 45,828.65</b>	<b>\$ 1,651,996.35</b>

# 495-Mt. Hope Water Association-Water System Improvement Project Expenditure Schedule - #6

Mt. Hope Water Association Meeting Date: 3/1/2024

Edited by: Carrie Wallace

UCC ARPA	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
<b>CONSTRUCTION</b>							
Contract #1 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #1 - Change Order #1		\$ -					
Contract #2 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #		\$ -					
Contract #3 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #		\$ -					
CONTINGENCY	\$ 29,100.00	\$ -	\$ 29,100.00	\$ -	\$ -	\$ -	\$ 29,100.00
<b>ENGINEERING SERVICES</b>							
Engineering Firm							
Study & Report Phase	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 54,000.00
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
Asset Mananagement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES and OTHER</b>							
Administrative (Region VII)	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 3,404.41	\$ -	\$ 3,404.41	\$ 26,595.59
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name)	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ -	\$ -	\$ 29,500.00
Permits/Advertisements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 852.09	\$ 560.15	\$ 1,412.24	\$ 2,587.76
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 3,012.00	\$ -	\$ 3,012.00	\$ 2,988.00
Legal (Local) (Company Name)	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
Legal (PSC) (Company Name)	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ 23,900.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 23,900.00
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 290,000.00</b>	<b>\$ -</b>	<b>\$ 290,000.00</b>	<b>\$ 45,268.50</b>	<b>\$ 560.15</b>	<b>\$ 45,828.65</b>	<b>\$ 244,171.35</b>

# 495-Mt. Hope Water Association-Water System Improvement Project

## Expenditure Schedule - #6

Mt. Hope Water Association Meeting Date: 3/1/2024

Edited by: Carrie Wallace

IJDC Loan	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
<b>CONSTRUCTION</b>							
Contract #1 - Contractor	\$ 1,306,295.00		\$ 1,306,295.00	\$ -	\$ -	\$ -	\$ 1,306,295.00
Contract #1 - Change Order #1		\$ -					
Contract #2 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #		\$ -					
Contract #3 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #		\$ -					
CONTINGENCY	\$ 101,530.00	\$ -	\$ 101,530.00	\$ -	\$ -	\$ -	\$ 101,530.00
<b>ENGINEERING SERVICES</b>							
Engineering Firm							
Study & Report Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Mananagement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES and OTHER</b>							
Adminlstrative (Region VII)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name )	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits/Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal (Local) (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal (PSC) (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 1,407,825.00</b>	<b>\$ -</b>	<b>\$ 1,407,825.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,407,825.00</b>

adreceipt

<https://clarksburg.newzware.com:8443/Adbooking/Adbooking.html?...>

# The Exponent Telegram

P.O. Box 2000  
Clarksburg, WV 26302  
Phone: 304-626-1420  
Fax: 304-622-3429  
Classified@theet.com

## Advertising Invoice

MT HOPE WATER ASSN  
1925 TALLMANSVILLE RD  
BUCKHANNON, WV 26201

Acct#:64471  
Ad#:1411458  
Phone#:304-472-7680  
Date:02/15/2024

Salesperson: REBECCA GRAY

Classification: Legal Ads

Ad Size: 1.0 x 1206.0

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Classified Exponent	02/08/2024	02/15/2024	2	138.69	277.38
Affidavit Fee	-	-	-	-	10.00
Affidavit Fee	-	-	-	-	10.00

### Payment Information:

Date:	Order#	Type
02/05/2024	1411458	BILLED ACCOUNT

Total Amount: 297.38

Amount Due: 297.38

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy



adreceipt

<https://clarksburg.newzware.com:8443/Adbooking/Adbooking.html?...>


P.O.Box 2000  
 Clarksburg, WV 26302  
 Phone: 304-626-1400  
 Fax: 304-622-3629  
 Classified@mountainstatesman.com

## Advertising Invoice

MT HOPE WATER ASSN  
 1925 TALLMANSVILLE RD  
 BUCKHANNON, WV 26201

Acct#: 64471  
 Ad#: 1411469  
 Phone#: 304-472-7680  
 Date: 02/21/2024

Salesperson: REBECCA GRAY

Classification: Record Delta Legal

Ad Size: 1.0 x 1206.0

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Record Delta Classified	02/14/2024	02/21/2024	2	121.39	242.77
Affidavit Fee	-	-	-	-	10.00
Affidavit Fee	-	-	-	-	10.00

### Payment Information:

Date:	Order#	Type
02/05/2024	1411469	BILLED ACCOUNT

Total Amount: 262.77

Amount Due: 262.77

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Mt. Hope Water Association Water System Improvement Project  
IJDC Project #2023W-2372  
Upshur County Commission ARPA Project Report  
March 1, 2024

The preliminary engineering report (PER) was completed and subsequently submitted as part of the application to the WV Infrastructure & Jobs Development Council (IJDC) on May 1, 2023.

IJDC approved the application and proposed funding during its meeting on July 5, 2023.

Hornor Brothers Engineers has completed the project design (plans and specifications) and submitted permitting applications to regulating agencies.

Permits from all regulatory agencies have been received:

Agency	Date
WV SHPO	August 11, 2023
Bureau for Public Health	August 30, 2023
WV Dept of Highways	October 17, 2023

The request for binding commitment of IJDC funds was approved on August 29, 2023.

The WV Public Service Commission case, requesting a project specific rate increase, was filed on September 15, 2023, and the Certificate of Need and Necessity (approval) was received on December 18, 2023. The rate increase will fund the debt payment associated with the project. As required by WVPSC, Mt. Hope Water Association advertised and mailed notices for the rate increase associated with the project to all customers on 10/6/23, in advance of their annual meeting on 10/16/23.

Bid Authorization was received from IJDC on February 5, 2024. Bids were advertised in the Record Delta and Exponent Telegram, sent to the Contractors Association of WV, and notices were sent directly to a list of area contractors Hornor Brothers maintains. A non-mandatory pre-bid meeting was held on February 20<sup>th</sup> at 10 am in the Association's Office. Six contractors attended the meeting. Final Addendum's to the bids were issued on February 27<sup>th</sup> and bids will be opened at the Association Office on March 5<sup>th</sup> at 3 pm. A post-bid meeting has been scheduled with IJDC to discuss closing on February 12<sup>th</sup> at 10 am. The Association hopes to expedite closing as much as practical; however, bids will include a 90-day bid hold to encompass any unforeseen delays in the bid award and closing schedule. We expect to exceed our target schedule with construction beginning by June 1, 2024, if not before.

The project team continues to meet regularly and will do so throughout the project's construction with progress meetings being held in person on a monthly basis.

This request for payment represents the fees associated with advertising the Request for Bids in the Record Delta and Exponent Telegram.

## 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

### Management Representation Letter -- Alternative CSLFRF Compliance Examination

March 4, 2024

West Virginia State Auditor's Office  
Chief Inspector Division  
Building 1, Room W-100  
1900 Kanawha Boulevard East  
Charleston, WV 25305

This representation letter is provided in connection with your compliance examination of the Upshur County Commission, which was conducted for the purpose of expressing an opinion on our compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving SLFRF Awards" of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) section of the 2023 OMB *Compliance Supplement* during the year ended June 30, 2023.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve a noncompliance that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the noncompliance. A noncompliance that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, other than any exceptions that we may have become aware of as a result of findings that the auditor has provided to us, as of [date of this letter], the following representations made to you during your compliance examination.

- 1) The Upshur County Commission complied with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving SLFRF Awards" of the Coronavirus State and Local Fiscal Recovery Funds section of the 2023 OMB *Compliance Supplement* during the year ended 6/30/2023.
- 2) All relevant matters are reflected in the evaluation of compliance with the specified requirements.

*An Equal Opportunity Employer*

- 3) We have no knowledge of matters contradicting compliance with the specified requirements.
- 4) We have disclosed to you any communications from regulatory agencies or others affecting compliance with the specified requirements, including communications received between the end of the year ended June 30, 2023 and the date of this letter.
- 5) We acknowledge our responsibility for compliance with the specified requirements and our assertion on compliance with the specified requirements.
- 6) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained effective internal control over compliance for the CSLFRF that provides reasonable assurance that we are managing these federal funds in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on the federal program. We believe the internal control system is adequate and is functioning as intended.
- 7) We have performed an evaluation of our compliance with the specified requirements and reported the results of that evaluation to you.
- 8) The compliance requirements applied are not open to varying interpretations.
- 9) We acknowledge our responsibility for selecting the criteria, determining that such criteria are suitable, will be available to the intended users, and appropriate for the purpose of the engagement.
- 10) We are not aware of any deficiencies in internal control relevant to the engagement.]
- 11) We have no knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting our compliance with the specified requirements.
- 12) We have identified to you any previous audits, attestation engagements, and other studies related to compliance with the specified requirements and whether related recommendations have been implemented.
- 13) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under examination.
- 14) We have disclosed to you any known events subsequent to the period of the engagement that would have a material effect on compliance with the specified requirements or our assertion on compliance with the specified requirements.
- 15) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- 16) There are no known instances of noncompliance with the specified requirements that occurred subsequent to the period covered by the report.
- 17) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding

significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the report.

- 18) We have provided you with the following, as agreed upon in the terms of the engagement:
- a. All documentation related to compliance with the specified requirements.
  - b. Access to all information, of which we are aware, that is relevant to compliance with the specified requirements, such as records, other matters, and relevant monitoring reports, if any.
  - c. Additional information that you have requested from us for the purpose of the examination.
  - d. Unrestricted access to persons within the entity from whom you determined it necessary to obtain examination evidence.
- 19) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- 20) We are responsible for and have accurately prepared the auditee section of the Data Collection Form.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

**Renewal Agreement Between Owner and Contractor**  
**On the Basis of a Stipulated Price**

Date: March 7, 2024

**THIS RENEWAL** is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Stanton Lawn Service ("CONTRACTOR") for grounds keeping services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree **all terms** set forth in the Agreement dated March 3, 2023 are in full force and effect for another one-year period effective March 7, 2024 and continuing through September 30, 2024. Specific commencement and completion dates must be coordinated with Greg Harris, Upshur County Facility Supervisor.

An updated Certificate of Insurance with at least \$1,000,000 in general liability coverage has been received by the Owner.

Owner shall pay the Contractor upon completion of all work no more than the sum sixteen thousand nine hundred sixty-five dollars (\$16,965).

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated March 3, 2023. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Owner and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

This Renewal will be effective on the 7<sup>th</sup> day of March, 2024.

**OWNER:**

County Commission of Upshur County

**CONTRACTOR:**

Stanton Lawn Service

By: \_\_\_\_\_  
Name: Samuel R. Nolte  
Title: Commission President

By: \_\_\_\_\_  
Name: Justin Stanton  
Title: Owner

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for Giving Notices:

Office of the Upshur County Commission  
91 W Main Street, Suite 101  
Buckhannon, WV 26201

Address for Giving Notices:

40 Cleveland Avenue  
Buckhannon, WV 26201

Telephone: 304 / 472.0535  
Facsimile: 304 / 473.2802

Telephone: (304) 642-6722  
Facsimile: N/A

**Greg Harris, Facility Supervisor**  
**(304) 613-1801**





## West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



Award Number: 119-097-24-30

March 4, 2024

Upshur Co Commission  
91 W MAIN ST STE 101  
BUCKHANNON WV 26201  
via e-mail to [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org)

Dear Mrs.Cindy M. Hughes

Congratulations! Your organization's grant request for Fiscal Year 2024 has been approved in the amount of \$ 7,500.00. Your organization will provide matching funds in the amount of \$ 5,000.00. New for FY 2024 WVSNP is using standardized awards and match as well as a priority points system for adjustments, as explained in tab three of your application. Also, for the second year in a row, the Federation of Humane Organizations of West Virginia (FOHO WV) provided \$450,000 via their Mug Z Moo grant to the spay/neuter fund. These monies essentially double what is available to award and correspondingly increase the impact of WVSNP.

Please read the attached grant agreement carefully. If you wish to accept the grant, please **print and sign the grant agreement, then scan all pages of the signed agreement and return via e-mail to [spayneuter@wvda.us](mailto:spayneuter@wvda.us) no later than March 15, 2024.** If you cannot meet this deadline, please contact us in advance for an extension. After WVDA countersigns the agreement, you will receive the fully signed copy via e-mail, your individualized invoice template, and may then submit for reimbursement of eligible expenses.

Additionally, grantees must be registered vendors with the State of West Virginia. If your organization has received a prior WVSNP grant, and your organization's information has not changed, you do not need to re-register. However, if your organization is **not** currently registered you must complete the vendor registration process by going to the Vendor Self-Service portal, <https://www.wvoasis.gov/VSS/Default.aspx>, where you can create a vendor account for your organization electronically. Please see the attached registration guide. Please note that grant payments are exempt from the vendor fee requirement on a transactional basis. Therefore, please choose the "Pay Fee Later" option when setting up your account.

We also strongly encourage you to sign up for EFT payments for faster and more secure reimbursement. The EFT setup form is attached and must be mailed or faxed to the ePayments Division as specified on the form. Please note that WVDA cannot process the EFT form.

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0170

physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312

telephone: 304-558-3550 • fax: 304-558-2203

[www.agriculture.wv.gov](http://www.agriculture.wv.gov)



WVSNP Award Letter

Award Number 119-097-24-30

Although you will be responsible for complying with all terms of the grant agreement, we wanted to bring your attention to a few key points:

- WVDA will reimburse your organization only for spay/neuter procedures and rabies vaccinations. Rabies vaccinations must accompany a spay or neuter procedure to be reimbursable.
- Matching funds provided by your organization must be used in the same manner as grant funds, except that some travel expenses can be credited toward your matching funds. To qualify, you will need to track and invoice ordinary and necessary mileage incurred by your employees or volunteers in the transportation of animals to or from the veterinarian.
- If your organization rents a vehicle for animal transportation to and from the veterinarian these costs may also be credited to your matching funds. However, WVDA will not reimburse these expenses.
- Project funds may not be used for any other costs, including but not limited to advertising, business overhead, pet food, unrelated veterinary care, and unrelated medications.
- All spay and neuter procedures must be performed by veterinarians licensed and doing business in West Virginia.
- Pet owners and caretakers benefiting from the grant must be residents of West Virginia.
- To receive reimbursement, your group must keep accurate records of work completed and submit eligible invoices to our administrative department. You will also need to submit documentation such as receipts or invoices proving the validity of the expenses you invoice.
- The performance period of your grant agreement begins on January 1, 2024, which means that spay and neuter procedures are eligible for invoicing and payment beginning **January 1, 2023**.
- **You must strictly adhere to a monthly invoicing schedule. Invoicing deadlines can be found in a table in your agreement.** Of course, you are encouraged not to wait for the last minute to submit an invoice.
- **All invoices must be submitted electronically** by e-mailing to [spayneuter@wvda.us](mailto:spayneuter@wvda.us).
- **Final invoice deadline is November 15, 2024.** Last-minute procedures are reimbursable so long as they are invoiced in a timely manner, but more likely, all work will need to be completed well in advance.
- **You will need to submit a final report no later than November 15, 2023.**

Please keep the following contacts handy for further information:

- Reimbursements:

[spayneuter@wvda.us](mailto:spayneuter@wvda.us)

304-558-2221

WVSNP Award Letter

Award Number 119-097-24-30

- For general questions regarding the WVSNP:  
Andrew Yost  
[spayneuter@wvda.us](mailto:spayneuter@wvda.us)  
304-389-9750

Thank you for your time and diligence in applying to partner with WVSNP. WVDA appreciates the efforts of your group in addressing West Virginia's feral cat and dog population. We recognize the scope of the problem and acknowledge that our combined efforts are an important part of a greater movement--no step in the right direction is too small! We wish you well in your efforts to move WVSNP forward this year.

Sincerely,



Kent A. Leonhardt  
Commissioner of Agriculture



West Virginia Spay Neuter Assistance Program  
FY 2024

Award Number 119-097-24-30

Grant Funds: \$7,500.00

Matching Funds: \$5,000.00

Reimbursement Share: 60%

Performance Period: 1/1/2024 to 11/15/2024

### GRANT AGREEMENT

This **Grant Agreement** ("Agreement") is between the West Virginia Department of Agriculture ("WVDA") and Upshur Co Commission, whose address is

Upshur Co Commission  
91 W MAIN ST STE 101  
BUCKHANNON WV 26201  
chughes@upshurcounty.org

("Grantee") (collectively, the "Parties").

**Authority:** W. Va. Code §§19-20C-1 *et seq.*

**Purpose:** This Agreement establishes the terms and conditions of the West Virginia Spay Neuter program ("WVSNP") grant awarded to Grantee by WVDA. WVDA and Grantee mutually agree to pursue the goal of increasing the number of dogs and cats sterilized and vaccinated against rabies in West Virginia, thereby reducing shelter populations and costs, euthanasia rates and threats to public health and safety from rabies and other problems posed by the growing population of stray, feral and abandoned dogs and cats.

**By their signatures below, WVDA and Grantee hereby agree to the following terms and conditions:**

#### 1. **Definitions.**

- a. **"Grant Funds"** means the award amount which shall be reimbursed by WVDA. The Grant Funds shall be no more than **\$10,000.00**.
- b. **"Grantee Share"** means the amount of the Total Project Funds properly and actually invoiced by Grantee for which Grantee shall be responsible as Matching Funds. The Grantee Share is the sum of properly invoiced eligible expenses less the Reimbursement Share.

WVSNP Grant Agreement

Award Number 119-097-24-30

- c. **“Matching Funds”** means the monetary amount, if any, Grantee has agreed to contribute toward the Project. The Matching Funds shall be no more than **\$5,000.00**.
  - d. **“Project”** means the Grantee’s spay and neuter activities undertaken in conformance with this Agreement and for which Grantee seeks reimbursement from WVDA. Grantee’s Project shall be a systematic and organized manner of delivering spay and neuter services, and may include voucher methods, Trap Neuter Vaccinate Return (TNVR) methods, direct delivery of spay and neuter services, or other methods of advancing spay and neuter services.
  - e. **“Reimbursement Share”** means the percentage of the Total Project Funds which WVDA will reimburse Grantee upon proper invoice. The Reimbursement Share is equal to the amount of Grant Funds divided by the Total Project Funds. The Reimbursement Share shall be **60%**.
  - f. **“Total Project Funds”** means the total amount properly expended by Grantee for eligible expenses of the Project. The Total Project Funds are equal to the sum of the Grant Funds and the Matching Funds, and shall be no more than **\$12,500.00**.
2. **Fund Utilization.** Grantee will provide up-front funding, up to a maximum of the Total Project Funds, for eligible spay and neuter services, and thereafter will invoice WVDA to request reimbursement for the Reimbursement Share of said services. Grantee will utilize the Total Project Funds, including Matching Funds provided by Grantee, to carry out the Project in compliance with this Agreement.
- a. **Eligible Expenses.** Total Project Funds will be used only for costs of spay and neuter services and reasonably related expenses, including but not limited to anesthesia, pain medication, increased expenses due to cryptorchidism and pregnancy, and rabies vaccinations incident to spay and neuter services. Total Project Funds will not be used for unrelated veterinary care, administrative costs, overhead, advertising, or facilities or equipment related to the provision of spay and neuter services.
  - b. **Mileage.** Matching Funds, but not Grant Funds, may be used to pay for ordinary and necessary mileage traveled by Grantee’s employees or volunteers in the transportation of animals to and from a veterinarian providing eligible and supported spay or neuter services. On each invoice, eligible mileage will be applied to the Grantee Share at the current IRS rate.
  - c. **Transportation Rental.** Matching Funds, but not Grant Funds, may be used to pay for rental of vehicles used to transport animals to veterinarians. Grantee must submit proof of eligible transportation rental expenditures with its invoices. Eligible and supported expenditures will be applied to the Grantee Share.

WVSNP Grant Agreement

Award Number 119-097-24-30

- d. **Treatment of Excess Matching Expenses.** Any mileage and transportation rental expenditures in excess of the Grantee Share on any invoice are ineligible for reimbursement and will be forfeited.
3. **Invoicing.** WVDA will reimburse the Grantee for the Reimbursement Share of properly invoiced amounts, up to, but not exceeding, the Grant Funds amount. WVDA will review submitted invoices for completeness and compliance. WVDA will not provide reimbursement for any invoice if the invoice template form is not used, if the form is missing any required information, or if WVDA determines, in its sole judgment, that the Grantee's request for reimbursement is not in compliance with the West Virginia Spay Neuter Assistance Program statute (W. Va. Code §§19-20C-1 et seq.), the West Virginia Spay Neuter Assistance Program legislative rule (W. Va. C.S.R. §§61-24-1 et seq.), or this Agreement.
- a. Grantee shall submit invoices supported by documents sufficient to prove all eligible expenses. Grantee shall submit proof of payment for all eligible expenses, such as veterinarian invoices.
- b. Grantee shall submit all invoices to [spayneuter@wvda.us](mailto:spayneuter@wvda.us), on the invoice template form provided by WVDA. Grantee must provide the completed invoice template in Excel format. Grantee must either digitally sign its Excel invoice or separately provide a scanned PDF signature page. Grantee will comply with all reasonable invoicing requirements of WVDA.
- c. Invoices may not be submitted for reimbursement until the Grantee has received a signed copy of this Agreement.
- d. Grantee will invoice WVDA only for procedures performed during the Term of this Agreement.
- e. **Spay and neuter services performed between the below dates must be invoiced by Grantee and received by WVDA no later than the corresponding invoice receipt deadline:**

Spay and Neuter Service Dates	Invoice Receipt Deadline
Between January 1, 2024, and February 29, 2024	April 10, 2024
Between March 1, 2024, and March 31, 2024	May 10, 2024
Between April 1, 2024, and April 30, 2024	June 10, 2024
Between May 1, 2024, and May 31, 2024	July 10, 2024
Between June 1, 2024, and June 30, 2024	August 12, 2024
Between July 1, 2024, and July 31, 2024	September 10, 2024
Between August 1, 2024, and August 31, 2024	October 10, 2024
Between September 1, 2024, and November 15, 2024	November 15, 2024

WVSNP Grant Agreement

Award Number 119-097-24-30

4. **Reporting Requirement.** Grantee will submit a Final Report, in a form acceptable to WVDA, summarizing and commenting upon Grantee's performance under this Agreement. The Final Report may be submitted with the Grantee's final invoice but in any case, shall be submitted no later than November 15, 2024.
5. **Low-Income Restricted Program.** This section (5) is only applicable if checked: \_\_\_\_\_. Grantee has committed to run a Low-Income Restricted Program as defined by the West Virginia Code of State Rules, §61-24-3.11, as part of its Project. Grantee shall comply with the Low-Income Restricted Program Guidelines, which are hereby incorporated into this Agreement and attached as Exhibit A.
6. **Legislative Appropriation.** Notwithstanding any other provision of this Agreement, WVDA may only provide reimbursement if funding has been made available by the West Virginia Legislature.
7. **Applicable Law.** West Virginia law controls this Agreement. Grantee shall comply with all provisions of the West Virginia Spay Neuter Assistance Program statute (W. Va. Code §§19-20C-1 *et seq.*) and the West Virginia Spay Neuter Assistance Program legislative rule (W. Va. C.S.R. §§61-24-1 *et seq.*). Grantee understands and agrees that the Frequently Asked Questions (FAQs) made available on the WVDA webpage are informational only and non-controlling.
8. **Change in Status.** If Grantee is a nongovernmental entity, Grantee agrees to notify WVDA of any change in Grantee's 501(c)(3) status after the time of application that would disqualify Grantee from participation in the WVSNP or otherwise negatively affect Grantee's ability to participate.
9. **Veterinarian Conduct.** Grantee will comply with all applicable federal and state laws, rules and regulations regarding standards of practice and professional conduct by veterinarians, including but not limited to West Virginia Code §§30-10-1 *et seq.* and West Virginia Code of State Rules §§26-1-1 *et seq.* Further, Grantee agrees that veterinary services invoiced shall be performed by a person, firm or corporation licensed to practice veterinary medicine under the provisions of West Virginia Code §§30-10-1 *et seq.* and doing business in the State of West Virginia.
10. **Non-discrimination.** Grantee shall not discriminate against any owner or caretaker for reasons of age, race, color, sex, disability, religion, or national origin.
11. **Vendor Registration.** Grantee must be a registered vendor with the State of West Virginia and remain registered for the duration of this Agreement.



WVSNP Grant Agreement

Award Number 119-097-24-30

12. **Term.** The Term of this Agreement shall begin on January 1, 2024, and shall expire on November 15, 2024, unless earlier terminated as provided by the terms of this Agreement.
13. **Termination.** WVDA may terminate this Agreement at any time upon written notice to Grantee. Grantee may terminate this Agreement upon 30 days' written notice to WVDA.
14. **Notices.** Notices required or permitted to be sent to the Parties under this Agreement may be sent by post or by e-mail, either of which method shall be sufficient. Invoices must be submitted in the manner prescribed by **Section 3 (Invoicing)** of this Agreement.
  - a. **To WVDA.** Notices to WVDA under this Agreement, including the Final Report, shall be sent:
    - i. by e-mail to [spayneuter@wvda.us](mailto:spayneuter@wvda.us); or
    - ii. by post to:
 

West Virginia Department of Agriculture  
Attn: Spay Neuter Program  
217 Gus R. Douglass Lane  
Bldg. 2, Room 106  
Charleston, WV 25312
  - b. **To Grantee.** Notices to Grantee under this Agreement shall be sent to Grantee's address or e-mail address appearing on page one of this Agreement.
15. **Change in Designated Contact.** Grantee shall provide WVDA notice in writing of any change to Grantee's designated contact person, contact address, or contact e-mail address.
16. **Assignment.** Neither this Agreement nor any of its terms, in whole or in part, may be assigned by Grantee without the prior written consent of WVDA.
17. **Waiver.** No failure by WVDA to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent to a breach of any provision of this Agreement shall be deemed a waiver of any other breach of or default under the same or any other provision of this Agreement.
18. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.
19. **Integration.** This Agreement contains and represents the entire agreement between WVDA and Grantee and supersedes any and all prior agreements, whether oral or written, between

WVSNP Grant Agreement

Award Number 119-097-24-30

WVDA and Grantee, on the subject matter. This Agreement may not be amended or modified, except by written agreement signed by WVDA and Grantee.

**WEST VIRGINIA DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_  
(signed)

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(title)

**Upshur Co Commission**

By: \_\_\_\_\_  
(signed)

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(title)





www.jhcreparedness.com  
www.jhcsafety.com

February 23, 2024

Ms. Tabatha Perry, County Administrator  
Upshur County Commission  
Upshur County Administrative Annex  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

**Re: Emergency Operations Plan Update**

Dear Ms. Perry:

Please accept this letter as an updated proposal for professional services for the above-referenced project. I have included a project approach and cost estimate for your review.

**Project Approach**

Goal of the Project: To fully update Upshur County's emergency operations plan to ensure consistency with current partnerships and capabilities, to include converting the plan to an emergency support function (ESF) format.

This project will completely re-write the county's emergency operations plan. The following objectives will guide project activities.

- Ensure stakeholder participation in the development of documents
- Use the latest federal/state guidance to ensure inclusion of relevant topics
- Utilize the ESF format (per state recommendations)

To start this project, we would coordinate with your office to revise the table of contents, which identifies existing sections to convert to ESFs as well as which to re-categorize as "support" or "incident" annexes. Starting with your existing table of contents, even though this is a re-write, allows us to communicate where the material will move to those that are familiar with the current functional annex format of the plan.

Regarding the content, recent federal guidelines<sup>1</sup> encourage the use of planning committees to coordinate the composition and maintenance of operations-based plans. We support this initiative and have found the use of committees to be integral to ensuring local specificity and accuracy in plans. One of our first steps will be to work with your office to identify potential committee members for each functional discipline.

Understanding the planning situation or context is also critical to ensuring the success of this project. We would complete a brief review of any compatible plans, risk assessments, hazard analyses, etc. your office or partner agencies maintain. The review enables us to determine the core vulnerabilities your emergency operations plan must address.

<sup>1</sup> As examples, the National Preparedness Goal (USDHS, 2015) and the whole community framework (USDHS, 2011).

We create lists of revision items for each ESF, support annex, and incident annex (i.e., discussion questions), and use those lists as the basis for workshops. Workshops are the primary ways in which we engage the planning committees identified at the start of the project. For all workshops, we document attendance as well as minutes to submit to the state with the final deliverables as proof of whole-community engagement.

We propose a series of three workshops; we may also utilize informational survey activities (like homework), etc. to gather locally-specific information.

- Workshop 1: The first workshop would be an opportunity to catch-up members of the emergency services community who have not heavily participated in the update to date.
- Workshop 2: The second workshop would engage committee members about public protective measures.
- Workshop 3: The third workshop will be a deep-dive into logistics and supply chain management.
- Workshop 4: The fourth workshop's primary purpose would be to review and approve a fully updated draft.<sup>2</sup>

Given the on-going status of the pandemic, we can meet in-person (socially-distanced, of course) or via web conference. In some instances, particularly for the subcommittees cited with Workshop 2, a mix of in-person and virtual options may provide the flexibility necessary to get the level of involvement desired from local partners.

One of our main foci would be to add relevant discussions of the U.S. Department of Homeland Security's "core capabilities." This effort aligns your plan with compatible threat and hazard identification and risk assessment (THIRA) efforts. It also serves as a crosswalk for inviting non-traditional, whole community partners into the planning process.

Following the workshops, we make final edits and compile the deliverables for the project. Deliverables would include a digital, editable version of the complete plan, a hyperlinked distributable digital copy, and two reproducible paper copies for use in the emergency operations center.

#### Cost Estimate

This updated proposal recognizes the completion of several background items in 2023. The current project would begin with those efforts (rather than redo them). As such, the remaining fee for this project will be **\$7,500.00**. This estimate is turn-key, lump sum (i.e., all anticipated hourly and direct costs included), and represents approved deliverables.

Thank you for considering JH Consulting, LLC for this project. Should you have any questions, feel free to contact me at (304) 473-1009 or by email at [jharvey@jhcreparedness.com](mailto:jharvey@jhcreparedness.com). Also, find us on Facebook (@JHConsultingLLC) to join our conversations about emergency management and occupational safety.

Respectfully submitted,



Jeffery W. Harvey, DEL, CEM  
Owner, Preparedness Division Manager

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<sup>2</sup> Between Workshops 2 and 4, we will frequently interface with various local representatives to refine the content we include in your plan.

## CONSULTING AGREEMENT

This Consulting Agreement, effective as of February 23, 2024, is between the Upshur County Commission, a body of local government with an address of 91 West Main Street, Suite 101, Buckhannon, WV 26201, hereinafter referred to as "Commission", and JH Consulting, LLC, a limited liability company with an address of 29 East Main Street, Suite 1, Buckhannon, WV 26201, hereinafter referred to as "Contractor".

WHEREAS Contractor provides services related to emergency preparedness, including but not limited to assessing vulnerability, operations planning, and exercising;

WHEREAS Commission desires to obtain from Contractor certain emergency preparedness services, and Contractor desires to provide such services to Commission, all on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. **Services to Be Provided.** Subject to the availability of Contractor resources, Contractor will provide services as detailed in the Scope of Work, attached hereto as Exhibit A (i.e., proposal dated February 23, 2024). It is expressly understood and agreed that for the purposes of this Agreement, the services are undertaken by Contractor in the capacity of an independent contractor. Contractor shall be entitled to give priority to its own business needs in determining the availability of its employees to provide the services.
2. **Term and Termination.** The Agreement shall begin as of the date first stated above and continue until December 31, 2024, unless either party serves written notice thirty (30) days in advance of its intent to cancel the Agreement.
3. **Compensation, Payment, and Expense Reimbursement.** Contractor will provide Commission with two invoices for services. The first will be in the amount of \$5,000.00 and submitted upon completion of the fourth planning workshop; the second will be in the amount of \$2,500.00 and submitted with the final deliverables. Commission will pay invoices within 60 days of the date of the invoice. Payments not received in a timely manner will incur interest at the rate of 5% per annum.
4. **Data Ownership and Security.** Commission shall retain ownership of the data and all work produced by the Contractor and will be transferred upon completion of the contractual obligations and payment of all outstanding invoices.
5. **Client Confidentiality.** The Contractor and all support staff agree to comply with all federal and state laws concerning the confidentiality of information concerning individuals rendering services by the Commission. Such information shall only be used for the purpose of carrying out this Agreement. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual or appropriate order of a court. Information is not considered confidential if it: (i) is generally available to the public at the time of the disclosure; (ii) is already known to Contractor at the time of the disclosure, (iii) has been disclosed to Contractor by a third party under no obligation of confidentiality, or (iv) has been established independently by Contractor.
6. **Contractor Work Product.** Commission agrees to keep Contractor's work product confidential and will not disseminate Contractor's work product to third parties or cause it to be modified without Contractor's consent.
7. **Liability and Indemnification.** Neither party shall be liable to the other for the death or injury to any employee of the other, or loss of or cause of damage to its property, unless caused solely by its own negligence or willful action. Each party shall indemnify and hold harmless the other for any loss, damage or injury, including reasonable attorneys' fees

and expenses, (a) caused by a breach of this Agreement by such party, or (b) suffered by any third party and arising out of such party's performance of this Agreement.

8. **Disclaimer; No Assurance of Success.** Except as otherwise provided herein, Contractor makes no warranties, representations, or assurances of success of any kind or nature, express or implied, relating to the services, including any warranties of merchantability and fitness for a particular purpose. Contractor specifically disclaims any and all warranties or representations concerning the services.
9. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.
10. **Amendment of Agreement.** This Agreement is the entire Agreement between the parties and may not be amended at any time except by a written Agreement signed by both parties.
11. **No Third Party Beneficiaries.** This Agreement is not intended to create any third party beneficiary rights in any person not a party to this Agreement, regardless of whether any other person may be named herein.
12. **Assignment.** Commission may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of Contractor, except pursuant to an assignment of its interests to an entity within its control group.
13. **Force Majeure.** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the performance of the obligations of either party hereunder.
14. **Signatures.** Each person executing this Agreement represents and warrants that he or she has the authority to act for and bind the entity on whose behalf he or she purports to act.
15. **Notice.** Any notice, request, or approval or other document required or permitted to be given under this Agreement shall be in writing unless otherwise provided herein; and shall be deemed to have been sufficiently given if delivered in person, dispatched by U.S. mails, or sent by other electronic means where receipt can be verified, as follows.

If to Contractor, addressed to: Jeffery W. Harvey, Managing Member, JH Consulting, LLC, 29 East Main Street, Suite 1, Buckhannon, WV 26201

If to Commission, addressed to: Tabatha Perry, County Administrator, Upshur County Commission, Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV 26201

Either party may change its address for receipt of notices by delivering a notice thereof pursuant to this Section 16.


16. **Severability.** Should any portion of this Agreement be found unenforceable to operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.
17. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of West Virginia.



18. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, understandings, and writings between the parties as to the matters covered herein.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Binding Effect.** This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective parties.
21. **Waiver.** Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.
22. **Survival.** The terms and provisions of Sections 3 through 9 shall survive the termination of this Agreement.

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

**Contractor**

  
\_\_\_\_\_  
Jeffery W. Harvey, Managing Member  
JH Consulting, LLC

02/23/2024

\_\_\_\_\_  
Date

**Commission**

\_\_\_\_\_  
Kristie G. Tenney, President  
Upshur County Commission

\_\_\_\_\_  
Date

UPSHUR COUNTY COMMISSION  
Upshur County Administrative Annex  
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201  
*Equal Opportunity Employer (EOE)*

Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

March 7, 2024

**Re: Letter of Support for West Virginia Wesleyan College**

Dear Grant Funding Entity,

The Upshur County Commission would like to take this opportunity to express how important West Virginia Wesleyan College (WVWC) is to Upshur County and our quaint downtown Buckhannon area. The contributions that WVWC makes to our community are numerous and invaluable in creating a thriving community that attracts families and individuals to want to come here to attend school, live, work, play or stay.

The Buckhannon downtown is uniquely impacted by the presence of college students, staff and faculty from WVWC. They eat in our restaurants and coffee shops, they purchase items in our gift shops, and support our local artist events/production at the Colonial Arts Center. They provide a significant economic boost during the academic year, that many local small businesses count on to be successful. WVWC is also a substantial employer for Upshur County. They offer a variety of professional and service level jobs that help to sustain many families who live in the area. The economic impact of having a college within the county is immeasurable.

Also noteworthy, the college students themselves are an asset to Upshur County. Many businesses and organizations benefit from student volunteers and service scholars who assist in daily operations while getting real world experience. The local Parish House is a perfect example of college students giving back to this community by supporting programs for those individuals in need in our County. Student athletes are also vital in supporting youth sports programs, assisting with camps, games and visiting schools to encourage students to strive for their goals. Nursing and healthcare students do rotations through our school system, local hospital, WIC programs and others to explore their career options. Some of these students will choose to remain in Upshur County and will continue to positively impact this community.

The Upshur County Commission desires to see WVWC continue to thrive because when they thrive, Upshur County also benefits. We would like to extend our full support as they seek grant funding to grow and strengthen their established presence in our community.

Please contact our office if we may be of further assistance.

Sincerely,

Samuel R. Nolte, President  
Upshur County Commission

## **Seasonal Positions Upshur County Youth Camp Facility**

The Upshur County Youth Camp Board is accepting applications for seasonal positions at the Youth Camp Facility located in Selbyville. Employment will commence in May and continue until early September with the exception of grounds keeping personnel who may begin in early April. Positions include: kitchen personnel, cleaning personnel, grounds keeping personnel and/or lifeguards. Individuals will be responsible to assist in the upkeep of buildings, grounds, operations of dining facilities and other duties as assigned. Individuals may obtain an application online at <https://www.upshurcounty.org>, from the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:00 p.m. or from Gregory Woody, Camp Director, located at the Upshur County Youth Camp Facility in Selbyville. Applications will be received at one of the following addresses until all positions are filled.

Cindy Hughes, Asst. Co. Administrator  
Upshur County Administrative Annex  
91 W. Main Street, Suite 101  
Buckhannon, WV 26201

Gregory Woody, Camp Director  
Upshur County Youth Camp  
76 Youth Camp Rd  
Selbyville, West Virginia 26236

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, age or handicap. Upshur County has established a drug free and tobacco free work environment.

**CAROL J. SMITH**  
**UPSHUR COUNTY CLERK**

Upshur County Courthouse  
40 West Main Street, Room 101 • Buckhannon, West Virginia 26201  
Telephone: (304) 472-1068 • Fax: (304) 472-1029

March 4, 2024

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

**Re: 2024-2025 PUBLIC UTILITY VALUES**

Dear Honorable Commissioners:

West Virginia Code §11-6-13, assigns the State Auditor the responsibility of certifying to each County Commission the apportion values of public utility property located within their county. The Statute further states that the Clerk of the County Commission shall certify such values to the school districts and municipalities.

Pursuant to the aforementioned Statute, please be advised that the apportionment value in Upshur County has increased for Fiscal Year 2024-2025.

VALUATION  
**\$ 145,409,666**

INCREASE FROM LAST YEAR  
**\$ 11,010,856**

I have enclosed a copy of the reports provided by the Office of the West Virginia State Auditor.

Sincerely,

Carol J. Smith  
Upshur County Clerk

Enclosures

cc: Dustin W. Zickefoose, Assessor  
City of Buckhannon  
Upshur County Board of Education





RPUB003

WEST VIRGINIA STATE AUDITOR'S OFFICE

2/26/2024 11:25:55 AM

## ALLOCATION OF ASSESSED VALUES

## UPSHUR COUNTY

2024

COMPANY	CLASS 1	CLASS 3 & 4	TOTAL
<b>BUCKHANNON</b>			
APPALACHIAN & OHIO RAILROAD	0	3,188,208	3,188,208
AT&T MOBILITY LLC	0	1,124,363	1,124,363
CELLCO PARTNERSHIP - WV RSA #1 & #2	0	209,452	209,452
COLUMBIA GAS TRANSMISSION LLC	0	54,407	54,407
CSX TRANSPORTATION INC	0	150	150
<b>EXCEPTIONS</b>	0	8,924	8,924
FRONTIER WEST VIRGINIA INC	0	2,057,008	2,057,008
HARDY CELLULAR TELEPHONE COMPANY	0	501,388	501,388
HOPE GAS INC	0	4,185	4,185
MCI COMMUNICATIONS SERVICES INC	0	127	127
MCI METRO ACCESS TRANSMISSION SERVICES LLC	0	714	714
MLAKER TRANSPORTATION INC	0	38	38
MONONGAHELA POWER COMPANY - ELECTRIC	0	6,512,752	6,512,752
MOUNTAINEER GAS COMPANY	0	659,460	659,460
T-MOBILE USA INC AFFILIATES	0	289,317	289,317
ZAYO GROUP LLC	0	12,088	12,088
<b>DISTRICT TOTALS</b>	<b>0</b>	<b>14,622,581</b>	<b>14,622,581</b>
<b>UPSHUR COUNTY</b>			
APPALACHIAN & OHIO RAILROAD	0	172,233	172,233
AT&T MOBILITY LLC	0	117,084	117,084
BEECH MOUNTAIN RAILROAD CO	0	130,883	130,883
CARLINES	0	4,195,759	4,195,759
CITYNET WEST VIRGINIA LLC	0	143,693	143,693
COLUMBIA GAS TRANSMISSION LLC	0	56,608,946	56,608,946
CSX TRANSPORTATION INC	0	39,245,790	39,245,790

COMPANY	CLASS 1	CLASS 3 & 4	TOTAL
EASTERN GAS TRANSMISSION & STORAGE INC	0	161,172	161,172
EQUITRANS LP	0	126,099	126,099
<b>EXCEPTIONS</b>	0	8,924	8,924
FEDEX EXPRESS	0	323	323
FRONTIER WEST VIRGINIA INC	0	3,414,033	3,414,033
HOPE GAS INC	0	507,283	507,283
LUMOS NETWORKS LLC	0	150,874	150,874
LUMOS NETWORKS OF WEST VIRGINIA INC	0	121,507	121,507
MCI COMMUNICATIONS SERVICES INC	0	223	223
MCI METRO ACCESS TRANSMISSION SERVICES LLC	0	1,159	1,159
MLAKER TRANSPORTATION INC	0	38	38
MONONGAHELA POWER COMPANY - ELECTRIC	0	24,881,072	24,881,072
MOUNTAINEER GAS COMPANY	0	706,917	706,917
PEOPLES GAS WV, LLC	0	28,709	28,709
T-MOBILE USA INC AFFILIATES	0	8,811	8,811
WINDSTREAM KDL, INC	0	194	194
ZAYO GROUP LLC	0	55,359	55,359
<b>DISTRICT TOTALS</b>	<b>0</b>	<b>130,787,085</b>	<b>130,787,085</b>
<b>COUNTY TOTALS</b>	<b>0</b>	<b>145,409,666</b>	<b>145,409,666</b>

RPUB005

WEST VIRGINIA STATE AUDITOR'S OFFICE  
NEW OLD REPORT

2/26/2024 11:54 AM

	2023	2024	2024 Class3_4	
	Class 3_4	Class 3_4	Old	New
UPSHUR COUNTY	119,425,806	130,787,085	119,425,806	11,361,279
BUCKHANNON	14,973,004	14,622,581	14,622,581	0
Totals	134,398,810	145,409,666	134,048,387	#Error

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



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

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

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

BASE RATE UPSHUR COUNTY  
38 WEST MAIN STREET, ROOM 302  
BUCKHANNON, WV 26201

**Invoice Number: 2124D62D**

**Invoice Date: 3/4/2024 10:30:00 AM**

**Month of Service: February, 2024**

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

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

Month: February

Number of Inmate Days: 490

Per Diem Rate: \$54.48

Amount Due: February, 2024

\$26,695.20

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Regional Jail and Correctional Facility Authority  
PO Box 40258  
Charleston, WV 25364

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



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

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

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

OVERAGE RATE UPSHUR COUNTY  
38 WEST MAIN STREET, ROOM 302  
BUCKHANNON, WV 26201

**Invoice Number: 2124442E**

**Invoice Date: 3/4/2024 1:27:00 PM**

**Month of Service: February, 2024**

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

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

Month: February

Number of Inmate Days: 1,384

Per Diem Rate: \$65.38

Amount Due: February, 2024

\$90,485.92

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Regional Jail and Correctional Facility Authority  
PO Box 40258  
Charleston, WV 25364

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS  
FEBRUARY 1, 2024 - FEBRUARY 15, 2024**

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
2/1/2024	9380	NEW	C & M PROPERTY DEVELOPMENT LLC	7424 SCOTTSDALE RD, FAIRMONT, WV 26554	\$1,500,000.00	\$15.00	\$1,500.00	CHECK	35' x 192' TWELVE UNIT TOWNHOUSE COMPLEX	COOK BROTHERS, 4006 FREEDOM HWY, FAIRMONT, WV 26554	FLOODPLAIN; PARKING AREA ONLY
2/5/2024	9381	7211	RIGGLEMAN, DANIEL AND YVONNE	54 EDGEWOOD DR, BUCKHANNON, WV 26201	\$16,984.00	\$15.00		CHECK	REPLACE EXISTING TUB W/ACRYLIC SHOWER BASE AND SURROUND WALL	OHIO BATH SOLUTIONS DBA BATH FITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339	
2/5/2024	9382	NEW	HULVER, DAVID L	51 BOGGESS ST, BUCKHANNON, WV 26201	\$100,000.00	\$15.00		CASH	1,900 SQ FT BARNDOMINIUM ON CURRY RD	SELF	
2/7/2024	9383	80818	MOSER, JIM - AMERICAN TOWER CORPORATION	1450 AMERICAN LANE, SCHAUMBURG, IL 60173	\$35,000.00	\$15.00		OL	COLLOCATION OF A NEW WIRELESS CARRIER ON AN EXISTING TOWER WITH WORK ON BOTH THE TOWER AND AT GRADE	BAM CONSTRUCTION & DEVELOPMENT LLC, 1289 RICKETT RD, BRIGHTON, MI 48116	
2/7/2024	9384	11928	HAMILTON, DONALD	10047 OLD ELKINS RD, ELLAMORE, WV 26267	\$2,000.00	\$15.00		CASH	10' X 20' STORAGE SHED	SELF	
2/8/2024	9385	6818	TETER, JERRY	171 BALLAH ST, BUCKHANNON, WV 26201	\$14,000.00	\$15.00		CHECK	ROOF REPLACEMENT - REMOVE METAL / INSTALL ARCHITECTURAL SHINGLES	LEIGH ENTERPRISES LLC, PO BOX 1173, BUCKHANNON, WV 26201	
2/15/2024	9386	NEW	ROSS, ZACHARY	PO BOX 203, JUNIOR, WV 26275	\$8,000.00	\$15.00		CASH	12' X 20' BUILDING REMODEL (RESIDENCE)	SELF	
					<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>				
					<b>\$1,675,984.00</b>	<b>\$105.00</b>	<b>\$1,500.00</b>				

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS  
FEBRUARY 16, 2024 - FEBRUARY 29, 2024**

CHECK, CASH, COUNTY CLERK OR ONLINE											
DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT ADDRESS		ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID		DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
2/21/2024	9387	82500	MCCARTNEY, CODY J	47 MARTIN ST, BUCKHANNON, WV 26201	\$152,000.00	\$15.00		CASH	28' X 52' DOUBLE WIDE	CLAYTON HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
2/22/2024	9388	11061	MCDANIELS, BRIAN	214 MONTANI DR, BUCKHANNON, WV 26201	\$15,000.00	\$15.00		OL	30' X 50' POLE BUILDING	SELF	
2/22/2024	9389	12677	HOAK, SHELLIE	234 ALLMAN AVE, BUCKHANNON, WV 26201	\$3,500.00	\$15.00		CASH	CONVERT HALF BATH TO FULL BATH	SELF	
2/27/2024	9390	82507	DEAK, RICHARD	4084 OLD ELKINS RD, BUCKHANNON, WV 26201	\$60,000.00	\$15.00		CASH	972 SQ FT STICK BUILT HOUSE	SELF	
2/28/2024	9391	192	POSEY, STANTON	26 CORHART RD, BUCKHANNON, WV 26201	\$9,822.52	\$15.00		CHECK	NEW ROOF	DESIGN ROOFING & SHEET METAL LLC, 900 INDUSTRIAL PARK RD, ELKINS, WV 26241	
2/29/2024	9392	2424	MINIX, KATHERINE	231 EVERSON RD, BUCKHANNON, WV 26201	\$15,000.00	\$15.00		CASH	36' X 104' POLE (BUILDING)	SELF	
TOTAL					\$255,322.52	TOTAL \$90.00	TOTAL \$0.00				
GRAND PROJECT TOTAL					\$1,931,306.52	GRAND BP TOTAL \$195.00	GRAND FP TOTAL \$1,500.00				



..... ● UPSHUR COUNTY .....

# BOOK SWAP

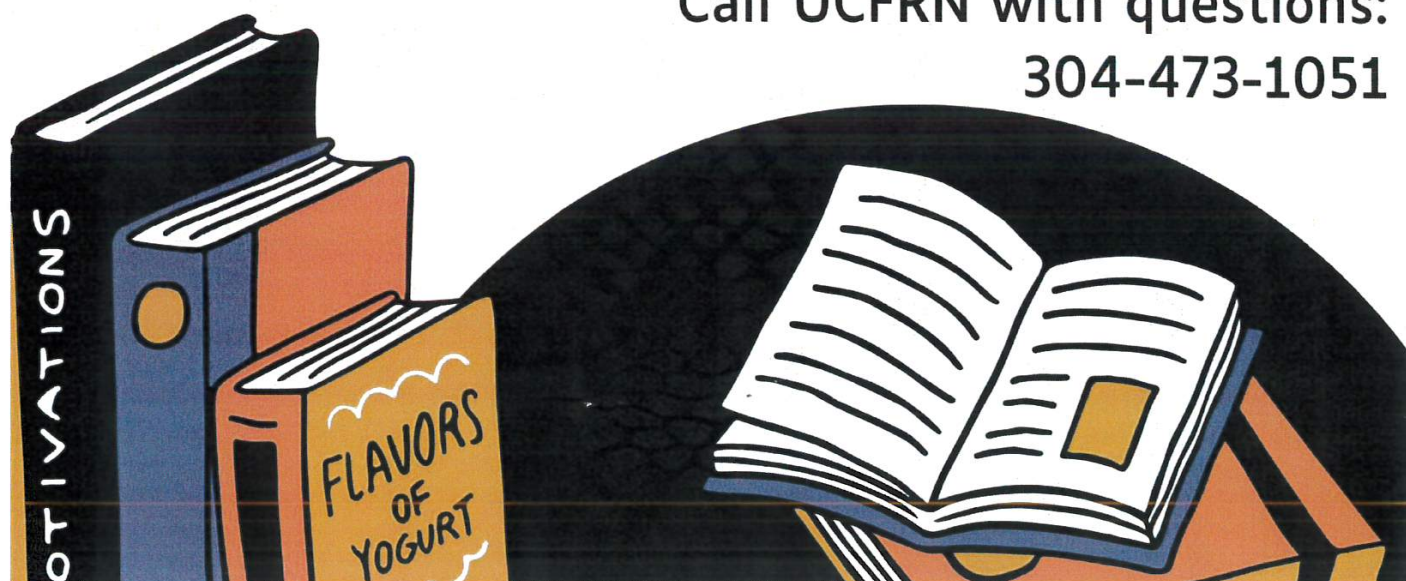
Families, bring your new or gently used books to swap for others! Also meet literacy agencies from Upshur County!

**Upshur County Public Library**  
**Saturday, March 16th from 10am to 1pm**

We will be following the UCPL's donation guidelines for acceptable books. We have the right to refuse books that are old, have mold, etc. Books for all ages accepted!

Find info on the event:  
[facebook.com/upshurcofrn](https://facebook.com/upshurcofrn)

Call UCFRN with questions:  
304-473-1051



**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Tuesday, March 5, 2024**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Send public comments via email to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) or drop them in the mail, or drop box behind City Hall. You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693> Or by dialing in using your phone: United States: +1 (571) 317-3112 Access Code: 443-910-693

**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 County Roads Transit Executive Director Laura Ward
- B.2 West Virginia Strawberry Festival Association President Shane Jenkins & Board Member Jim Valenson
- B.3 West Virginia Wesleyan College Director of Campus Safety & Security John Bohman

**C. Department & Board Reports**

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Fire Chief- JB Kimble
- C.4 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 City Election Certification of Candidacies/Ballot Position
- D.2 Charles Gibson Library Director's Report -February 2024
- D.3 Verification Report-Insurance Services Office (ISO) Community Rating System (CRS)
- D.4 Notice Accepting Applications Buckhannon Fire Civil Service Commission
- D.5 Notice Accepting Applications Buckhannon Police Civil Service Commission
- D.6 BPD CALEA Accreditation Public Comment Portal
- D.7 Notice of Cemetery Annual Spring Clean-up March 25 through March 29, 2024
- D.8 Report of Cat & Dog Activity -Upshur County Commission-January 2024
- D.9 Notice City Council Special Budget Working Session March 12, 2024 9AM

**E. Consent Agenda**

- E.1 Approval of Minutes -Regular Meeting 02/15/24, Special Joint Work Session with Planning Commission 01/11/24
- 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 Recommendation from CPWB- Event Request West Virginia Strawberry Festival RE: Parades, Events, Use of City Owned Properties & Services during the 82<sup>nd</sup> Annual Event May 11-19, 2024
- F.2 Addressing & Mapping
  - (a) West Virginia Wesleyan College Proposal for Comprehensive Address & GIS Mapping Update
  - (b) Revisit Ordinance No. 344
- F.3 Recommendation from CPWB-Downtown Seasonal Decoration Committee Request Financial Support of \$10,000 & Approval of Design Plan
- F.4 Approval Ordinance No. 466 Expediting Enforcement of Property Nuisance Ordinances 1<sup>st</sup> Reading
- F.5 Recommendation from the Revenue Review Committee regarding the Outside Funding Entity request (FY 2023-2024)
  - (a) West Virginia Strawberry Festival Association Additional \$15,000.00
  - (b) Chamber of Commerce \$1,500.00
  - (c) Almost Heaven BBQ Bash \$10,000.00
- F.6 Planning Commission Appointment (unexpired term 2025)
- F.7 Recommendation from CPWB -No Parking on E. Lincoln Street when Main Street is Closed & During Parades
- F.8 Recommendation from CPWB -Event Request 2024 Almost Heaven BBQ Bash June 13-15, 2024 RE: Street Closures, Use of Jawbone Park, Public Safety Complex, Madison St Parking Lots Old Bank Lot & Lot #6

**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**

POSTED 02/29/2024 REVISED 03/01/2024



## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	<i>Regular Monthly Meeting</i>	<b>Start Time</b>	<i>5:00 PM</i>
<b>Date</b>	<i>Tuesday, March 5, 2024</i>	<b>Place</b>	<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 -February 6, 2024 Regular Monthly Meeting			<b>Vote</b>
Treasurer Report/Payment of Bills for March/bal of February Invoices			<b>Vote</b>

### ITEMS FOR DISCUSSION

**Stacey McDaniel- Region VII**  
GIS Update

**Greg Belcher - Chapman Technical Group**  
ARPA Fund Contract Discussion

**Phase III Extension Project Update** **Vote**  
Project Underruns & Proposed Use  
Change Orders  
GIS of System -Agreement Signed 4/4/23  
Progress Reports & Discussion

**Maintenance Report**  
Maintenance Issues  
Mowing

**Date & Time of April 2024 Meeting - Tuesday, April 2, 2024 @ 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!!!! ☺)**

**NOTES:** Computers  
Bldg  
Mower



## UPSHUR COUNTY YOUTH CAMP BOARD

November 16, 2023

The Upshur County Youth Camp Board met in regular session in the WVU Extension office on Thursday, November 23, 2023. President Craig Presar called the meeting to order at 6:30 pm. In addition to Craig, members present were BeBe Burnside Jini Coraff, Debbie Hull, and Thanna Wentz. Camp Manager, Greg Woody also attended.

The secretary's report was approved as presented thru a motion made by Debbie and seconded by Gini. Debbie made a motion to approve the treasurer's report as presented. BeBe seconded this motion.

### New Business:

1. Gini has spoken to Chris Cartwright concerning advertising again for bids for the sale of timber. Chris stated that the price is too low right now. He also stated that he would talk with Alec Ross concerning combining his timber with ours when the prices are up.
2. Greg stated that the heat is not working in the dining hall. The current unit (Lenox) consists of both heat and air. He has checked prices for heat only from American Star \$3,405.00, Train \$4,626.00, and Rheem \$3,339.00. He is still trying to get in touch with Tim Legget to see if he will give us a bid.

Following much discussion, BeBe made a motion to solicit bids for a heat /air unit for the dining hall. Also seek a separate bid for the heat unit in Maple lodge. This motion was seconded and carried.

### Old Business:

1. We need to ask Tabatha if she has heard anything regarding our Weyerhaeuser grant application.
2. DKM Company has submitted a bill for storm damage to the Nurse's cabin roof, in the amount of \$5,000.00. The expense was covered by insurance.
3. BeBe submitted the draft of a letter to potential campers inviting them to consider our facility for their camping needs. The letter was approved. Copies will be made and sent to inquiring potential camping groups.

### Greg's comments

1. Bills and receipts were submitted
2. There were only four (4) hunters using the camp during hunting season
3. The bridge repair work is scheduled to begin in 2025
4. The new storage building is ready for the concrete floor when weather co operates
5. The large tree which was damaged during the storm that damaged the nurse's cabin has been taken down
6. The fire department is interested in buying the Kubota which we own. Further discussion will be held at a later meeting
7. He thinks the County may give the camp a used truck that Greg Harris used now that Mr. Harris has a new vehicle.



8. He has been contacted by a church group from Charleston who might be interested in renting the camp this summer.

There being no further business, the meeting was adjourned at 7:50 pm. The next scheduled meeting will be Thursday, January 18, 2024 in the WVU Extension office at 6:30 pm.

Respectfully submitted,



**Adrian Public Service District**  
**January 4, 2024**  
 Monthly Board Meeting

Present from Adrian PSD: **Paul Spencer**, Chairman; **Carolyn Douglas**, Vice Chairman; **Kelly Arnold**, Sec./Treas.; **Eric Brunn**, Chief Water Operator; **Norma Woody**, Manager and **Alicia Wright**, Assistant Manager.

All motions were unanimous unless otherwise noted.

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

**Minutes** of the **December 7, 2023** board meeting were read. Kelly made a motion to approve the minutes and Paul seconded. Motion carried.

**Minutes** of the **December 20, 2023 project meeting** were read. Kelly made a motion to approve the minutes and Paul seconded. Motion carried.

Invoices were presented. A motion was made to pay by Carolyn, seconded by Paul. Motion carried.

**Old Business**

- None

**New Business**

- None

**Items for Discussion/Action/Approval**

- Norma presented the board with information packet from **Invoice Cloud** concerning new auto payment program for customers and auto billing. Muni-Link, our current billing software is partnering with Invoice Cloud for future program enhancements. Our current billing system utilizes Municipay, which does not provide auto payment. Norma advised of the additional fees and information obtained. The board agreed with Norma to wait until Invoice Cloud was implemented with other districts to review their experience.
- Norma advised **WVRWA** met with her concerning Lead & Copper and reviewed her current progress. They offered assistance in completion of different aspects of requirements. WVRWA advised Norma progression was well advanced compared to other districts and municipalities.
- Norma requested the board approve Alicia (2<sup>nd</sup> attempt) and Jared for hotel stay for week of January 28, 2024-February 2, 2024 in order to attend **Water Distribution Course** in Morgantown in effort to obtain their Water Distribution Operator license. Carolyn made a motion to approve and Paul seconded the motion. Motioned carried.

**Maintenance Report**

- Eric advised installation of Health Clinic Booster Station.
- Board approved purchase of Metzner Hollow Booster Station generator by Phase VIII project funding.

**Office Report**

- Public Service Commission Audit/19-A rate increase scheduled for February 5-9, 2024.

**Adjournment**


The meeting adjourned at 4:00 pm.


The next **board meeting** will be **February 1, 2024 at 3:00 pm.**

The next **project meeting** will be **January 17, 2024 at 3:00 pm.**

Board of Directors

  
 Paul Spencer, Chairman

  
 Carolyn Douglas, Vice Chairman

  
 Kelly Arnold, Sec., Treas.



**Adrian Public Service District**  
**January 17, 2024**  
 Phase VIII Project Meeting

Present from Adrian PSD: *Kelly Arnold, Sec/Treas.; Carolyn Douglas, Vice Chairman; and Norma Woody, Manager.*

Visitors: *Trey Hornor, P.E. President Hornor Brothers Engineering*  
*Carry Wallace, Program Coordinator, Region VII*  
*Lisa Karickhoff, Program Specialist, Region VII*  
*Stacy Karickhoff, Area Specialist/Rural Development/USDA*

All motions were unanimous unless otherwise noted.

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

**Items for Discussion/Action/Approval**

- Trey Hornor, Hornor Brothers Engineering reviewed progress and status of construction (**94.2% complete as of December 31, 2023**). Indian Camp complete, Get Out Rd complete, Frenchton Rd complete, Freemans Rd complete, Little Trace Run Rd complete, Holly Grove Rd complete, Alexander Rd complete, Route 20 complete, Eden Rd/Gaines complete, Metzner Hollow Rd complete, Karlen Rd complete, Helvetia to Pickens complete, Metzner Hollow pump station installed, Helvetia pump station installed, Pickens Tank and Helvetia Tank installed. Upgraded booster pump stations at Hinkleville, Hoovertown and Carter. All lines complete to Pickens. Health Clinic Booster Station installed. Power installed at Pickens Tank, Helvetia Tank and Metzner Booster Station.
- **Contract 1-Pro Contracting reached Substantial Completion on December 8, 2023. One year warranty begins on December 8, 2023.**
- Norma requested approval of **Resolution No. 14 of the Phase VIII water extension project**. Kelly made a motion to approve, and Carolyn seconded the motion. Motion carried.
- Norma requested approval of **Adverse Weather Day calculation sheets for Phase VIII water extension project**. Contract 1 (8 days), Contract 2 (6 days), Contract 3 (8 days). Carolyn made the motion to approve, and Kelly seconded the motion. Motion carried.
- Trey requested approval of **Contract 1, Change Order No. 1. Final Adjusting Change Order**. Carolyn made a motion to approve, and Kelly seconded the motion. Motion carried.
- Norma requested approval of **Resolution No. 13 REVISED of the Phase VIII water extension project**. Carolyn made a motion to approve, and Kelly seconded the motion. Motion carried.

**Adjournment**


The meeting adjourned at 4:00 pm.

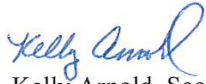
Next board meeting will be **February 1, 2024 at 3:00 pm.**

Next project meeting will be **February 21, 2024 at 3:00 pm.**

Board of Directors

  
 Paul Spencer, Chairman

  
 Carolyn Douglas, Vice Chairman

  
 Kelly Arnold, Sec., Treas.