

Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: April 25, 2019

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• April 18, 2019

9:05 a.m. Dr. Joseph Reed – Discuss potential topics for BUHS and WVWC students to choose from and prepare a presentation to be shared during a joint meeting of the City Council and the County Commission. Page 4-5

9:15 a.m. Sheriff David H. Coffman -- Request the employment of Joseph D. Barcus as a Deputy Sheriff, effective April 28, 2019 at the pay wage rate of \$18.36 per hour. Upon approval, Mr. Barcus will be sworn in. Page 6

12:00 p.m. Children’s Memorial Flag Luncheon – Chapel Hill United Methodist Church

2:00 p.m. Property inspection of Probation Office waiting area

Items for Discussion / Action / Approval:

1. Correspondence from Lori Ulderich Harvey, Upshur County Family Resource Network Director, requesting permission to place a Foster Care Awareness Month display in the Courthouse Annex foyer during the month of May.* Page 7
2. Correspondence from Annabell Brown requesting permission to utilize the FEMA lot located adjacent to her property at Norvell Drive for a vegetable garden and temporary horse enclosure. Upon approval, Ms. Brown would maintain and mow the lot.* Page 8
3. Review the Upshur County Safe Structures and Sites Enforcement Board Petition for Order --- Case Number 101118-01 (Warren Tax District – Tax Map 6B – Parcel Number 11).* Page 9-12
4. Approval and signature of Reference Services, Inc. credentialing paperwork that will allow the Commission to begin the process of transitioning from Credential Research to Reference Services, Inc. for employment background checks.* Page 13-24
5. Correspondence from Jerry Wilfong expressing an interest to serve on the Upshur County Fire Board, Inc., as a community representative. Upon approval, Mr. Wilfong’s term will commence July 1, 2019 and expire on June 30, 2022.* Page 25
6. Correspondence from Joseph A. Tenney, Chairman of the Tennerton Public Service District Board, requesting the appointment of John Barnes to fill an unexpired term on the Board effective immediately. Upon approval, Mr. Barnes’ term will expire on July 31, 2019.* Page 26

7. Approval of seasonal employment for Upshur County Youth Camp Staff, effective on May 20, 2019.*

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8. Correspondence from Cheyenne Troxell, Program Director for Community Corrections, requesting to utilize James Lough as a security guard during the parenting classes conducted in Lewis and Upshur Counties at the pay wage rate of \$20 per hour, reimbursed in full by the WV Supreme Court. Due to the nature of the classes, the State has requested for a security guard to be present. Upon approval, these hours will be count towards the 1,039 hours he is allotted per calendar year.*

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9. Correspondence from Cheyenne Troxell, Program Director for Community Corrections, requesting permission for Samantha Ribeiro Matos to teach parenting classes in Lewis and Upshur Counties at the pay wage rate of \$75 per class, reimbursed in full by the WV Supreme Court.*

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10. Approval of Lewis - Upshur Animal Control Facility Volunteers, Elizabeth Athey and Rachel Pickett.*

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 Jim Mitchell, Upshur County Farm Bureau President, inviting the Commission to attend a Farm-City dinner on April 29th at 6:30 p.m. at Chapel Hill United Methodist Church. Page 30-31
2. Memorandum from Stuart Stickel, CPA, CFE, Deputy State Auditor for the Office of the State Auditor, regarding audit requirements for housing authorities. Effective for fiscal years beginning in 2020, the Chief Inspector Division of the WV State Auditor's Office will be overseeing the audit process of all Housing Authorities in the State of WV in accordance with statutory requirements and established procedures. Page 32-33
3. Upshur County Fire Board, Inc. 2018 2nd Disbursement Page 34
4. Lewis-Upshur Animal Control Facility Adoption Financial Transactions for the month of March 2019 Page 35
5. Public Notices:
 - a. Newsletters and/or Event Notifications:
 - Fostering Hope (a foster care / adoption open house) on Tuesday, May 7th from 6 p.m. to 8 p.m. at the Buckhannon Public Safety Complex Page 36
 - Buckhannon Police Dept. Youth Academy – June 24th through June 28th from 9 a.m. to noon at the Buckhannon Police Dept. Training Room Page 37
 - b. Agendas and/or Notice of Meetings:
 - c. Meeting Minutes:
 - Upshur County Fire Board

March 19, 2019

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d. Meetings:

- 05/07/19 5:30 p.m. Elkins Road PSD
- 05/07/19 4:00 p.m. Hodgesville PSD
- 05/02/19 7:00 p.m. Banks District VFD
- 05/02/19 7:00 p.m. Selbyville VFD
- 05/13/19 12:00 p.m. Upshur County Family Resource Network
- 05/13/19 4:30 p.m. Upshur County Solid Waste Authority
- 05/13/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 05/06/19 6:00 p.m. Lewis-Upshur Community Corrections Board-Upshur County
- 05/14/19 7:30 p.m. Adrian VFD
- 05/02/19 6:00 p.m. Buckhannon-Upshur Board of Health
- 05/15/19 7:00 a.m. Upshur County Development Authority – Full Board
- 05/08/19 12:00 p.m. Upshur County Senior Center Board
- 05/09/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 05/15/19 6:00 p.m. Upshur County Citizens Corp – CERT
- 05/08/19 7:00 p.m. Warren District VFD
- 05/09/19 10:00 a.m. Adrian PSD
- 05/08/19 3:00 p.m. Tennerton PSD
- 05/09/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 05/09/19 7:30 p.m. Buckhannon VFD
- 05/09/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 05/02/19 6:30 p.m. Upshur County Youth Camp Board – Special Meeting
- 05/19/19 6:00 p.m. Washington District VFD
- 05/20/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 05/15/19 4:00 p.m. Upshur County Public Library Board
- 05/21/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 05/21/19 6:30 p.m. Upshur County Fire Board, Inc.
- 05/23/19 12:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 05/08/19 7:00 p.m. Ellamore VFD
- 05/15/19 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 05/16/19 2:00 p.m. Upshur County Farmland Protection Board
- 05/22/19 10:00 a.m. James W. Curry Advisory Board
- 04/29/19 6:00 p.m. Upshur County Fire Fighters Association
- 05/08/19 6:00 p.m. Buckhannon River Watershed Association - WVWC
- 06/14/19 11:00 a.m. Region VI Local Elected Officials – Taylor County

6. Appointments Needed or Upcoming:

- Tennerton Public Service District (unexpired term – July 31, 2019)

Tabled Items

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

1. Review floodplain fees for other West Virginia Counties and consider a revision to the Upshur County Floodplain Ordinance.*

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Next Regular Meeting of the Upshur County Commission
May 2, 2019 --- 9:00 a.m.
Upshur County Courthouse Annex

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Upshur County Commission

9 April, 2019

City of Buckhannon

Citizenship is learned by participation and exposure.

We are trying to make our educational process more meaningful all of the time.

I propose that the city and county each propose a few possible subjects and invite a group of students from BUHS and a group from WVWC to each choose one of the topics and prepare a presentation for a joint meeting of the City Council and the County Commission, probably this fall.

I have spoken to Jodie Akers at the Board of Education office and she initially agrees this is a good idea. I will make similar contact with the college.

If I can be helpful in negotiating this, I am at your service.

Respectfully;



Joseph B. Reed MD

304-472-2146; jbreed1@frontier.com ; 1341 Brushy Fork Road

Copies

Jodie Akers, Board of Education

Alissa Lively, WVWC

/

Student presentations 2019 Ideas City and County Commission

1. Pros and cons of having a business in or out of Buckhannon City limits
2. What are the possibilities of cooperative government between Buckhannon and Upshur County including metro government
3. Possibilities of changing to regional government instead of county government for the state of WV
4. Pros and cons of annexing areas around Buckhannon into the city
5. Zoning for Upshur County-pros and cons
6. What solutions are available for the parking around WVWC
7. Promoting sustainable energy policies and practices for Upshur County
8. How to involve those who receive public and private assistance into self improvement and returning what they are able, to the community at large
9. Assessment and recommendations for improving the nutrition and physical fitness of Upshur County Citizens of all ages
10. The drug issue: vaping, tobacco, opioids, designer drugs-how can we prevent so we don't have to treat?
11. Upshur County education; good, OK, bad-how can we improve?
12. Student –community relations and support-both ways
13. Summer internships for Upshur County college students-pay, training mentors, college credit

Upshur County Sheriff's Office



DAVID H. COFFMAN, SHERIFF

Heather D. Parke
Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley
Chief Deputy
Law Enforcement

April 25, 2019

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

Dear Commissioners:

After the proper advertising, testing and interviewing of applicants for the position of Deputy Sheriff, I respectfully request your approval of Joseph Daniel Barcus to fill this position. A background check has already been completed for this applicant.

With your approval, Mr. Barcus will begin employment on April 28, 2019. His starting rate of pay will be \$18.36 per hour.

Thank you for your consideration and support.

Respectfully,

David H. Coffman
Sheriff
Upshur County

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Upshur County Family Resource Network
Lori Ulderich Harvey, Director
PO Box 2115
Buckhannon, WV 26201

April 19, 2019

Upshur County Commission
Attn: Ms. Carrie Wallace
38 West Main Street
Buckhannon, WV 26201

Ms. Wallace,

The Upshur County Family Resource Network and Upshur County Partners in Prevention Team are requesting the use of the table in the annex during the month of May for a Foster Care Awareness Month display. This display will complement our other foster care events for the month.

We appreciate your and the commission's time on this matter. Please feel free to contact me or the FRN's administrative assistant at (304) 473.1051 or upshurfrn@yahoo.com.

Thank you,

Lori Ulderich Harvey
Director, Upshur County Family Resource Network
Vice Chair, Upshur County Tobacco Prevention Coalition
Team Leader, Upshur County Partners in Prevention Team

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April 18, 2019

Upshur County Commission
38 W Main Street
Buckhannon WV 26201

Dear Commissioners,

This is a letter of request to utilize the FEMA lot located at Norvell Drive,
Buckhannon, WV 26201.

I am requesting permission to use this lot which is adjacent to my property at 2
Martin Street for the purpose to include 40" electrical fence for a vegetable garden and
temporary horse enclosure to keep my horse during riding season.

I will maintain and mow the lot. I have also contacted the adjoining neighbors and
they have stated approval for my request.

If you have any questions, please contact me at 304-472-0952 and speak with my
grandson Eddie.

Thank you,
Annabell Brown

Upshur County Safe Structures & Sites Enforcement Board

Upshur County Courthouse Annex
91 West Main Street Buckhannon West Virginia 26201
Phone: (304) 472-0535 Fax: (304) 472-2399

March 15, 2019

Carroll & Elouise Chapman
897 Upper Pecks Run Road
Buckhannon, WV 26201

2019 MAR 20 P 12:04
UPSHUR COUNTY CLERK
Buckhannon, WV 26201

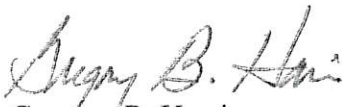
Subj: Petition for Order --- Case Number: 101118-01

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Warren Tax District -Tax Map 6B - Parcel Number 11), please be advised that the Enforcement Board requests, pursuant to Article 4 of said Ordinance, an Order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer

IN THE COUNTY COMMISSION OF
UPSHUR COUNTY, WEST VIRGINIA

ORDER ADOPTING ENFORCEMENT AGENCY FINDINGS

The County Commission of Upshur County, West Virginia ("Upshur County Commission") hereby finds and declares as follows:

1. The Upshur County Safe Structures and Sites Ordinance ("Safe Structures Ordinance") provides a mechanism for the County Commission, in connection with the Enforcement Agency, to take certain action with respect to qualifying property within the Upshur County corporate limits;

2. Such action includes but is not limited to requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, exclusive of buildings utilized for farm purposes on land actually being used for farming;

3. Pursuant to the Safe Structures Ordinance, the following property owner or person(s) responsible for the property listed below was served with the Enforcement Agency's petition on April 2, 2019.

Carroll and Elouise Chapman
897 Upper Pecks Run Road
Buckhannon, WV 26201

4. Pursuant to Section 4.2 of the Safe Structures Ordinance, property owner(s) or person(s) responsible for the subject property were required to respond to the Enforcement Agency's petition within twenty (20) days of service to request a hearing before the Upshur County Commission. Therefore, the property owner(s) or person(s) responsible for the property would have had to have submitted a request for hearing on or before April 22, 2019 in order for such a request to have been timely made; and

5. The property owner(s) or person(s) responsible for the property failed to request a hearing before the Upshur County Commission within the required timeframe.

WHEREFORE, it is hereby **ORDERED** that the Enforcement Agency's petition is adopted. It is further **ORDERED** that the property owner(s) and/or person(s) responsible for the property perform the following action with respect to the property:

Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

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The motion in favor of the foregoing Order was made by Commissioner _____, seconded by Commissioner _____, and unanimously adopted.

WHEREUPON, Samuel R. Nolte, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this ____ day of _____, 2019.

Samuel R. Nolte, President

Kristie G. Tenney, Commissioner

Terry B. Cutright, Commissioner

SAMPLE

PROCESS OF SERVICE

I, the undersigned, hereby acknowledge this receipt as proof that I have hand delivered a Petition for Order upon Carroll and Elouise Chapman on behalf of the Upshur County Commission. The exact date and time the Process of Service was performed appears below.

Name Robert E Hawkins

Signature Robert E Hawkins

Title Process/Bailiff

Date 4/2/2019 Time 1530 hrs

Carroll and Elouise Chapman

897 Upper Pecks Run Road

Buckhannon, WV 26201

Warrant Tax District – Tax Map 6B – Parcel Number 11

Mike Chapman



Welcome to RSI!

Thank you for becoming a client partner of Reference Services, Inc.
We are very excited to serve as your full service background screening and drug testing provider.
Below you will find simple instructions for completing RSI's new client credentialing paperwork.
Please don't hesitate to call our office at (812) 474-9000 if you have any questions.

INSTRUCTIONS FOR COMPLETING RSI'S NEW CLIENT CREDENTIALING PAPERWORK

There are a few documents required by the Fair Credit Reporting act (FCRA) that must be completed and returned to RSI before running reports. The instructions below answer some of the most common questions received by the Credentialing Team regarding the completion of the paperwork.

You may complete the paperwork electronically by saving this PDF to your computer. Or, if you prefer, you may print the documents to complete them by hand.

- Please complete and sign the End User Service Request Form (1 page).
- Please complete and sign the Credit & Payment Terms and Conditions form (1 page).
- Next, complete, sign, *and initial* the Required Terms for Agreement between Reseller and End User for Consumer Reports (3 pages). The compliance documents listed on page three of the Terms for Agreement Form can be found on RSI's website at: www.referenceservices.com/client-forms-downloads.
- We also ask that you create a Letter of Intent – a sample letter is included. Simply substitute your company's information, print on your company letterhead and sign. The completed letter may be submitted via fax at (812)474-9088 or emailed to credentialing@referenceservices.com.
- If you will require access to credit reports, please also complete the Application for Use of Credit Reports (3 pages). This application includes a Site Inspection, which will be completed by your sales representative or another authorized representative of RSI.

You may return the completed paperwork to RSI's Credentialing Department for review using the email link below, or you may submit the forms via fax at (812)474-9088. Please don't hesitate to contact our office if you have any questions or need further instruction.

Click here to submit the completed form by email: credentialing@referenceservices.com.



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RSI End User Service Request Form

End User Business Name (and any DBA names): County Commission of Upshur County (DBA Upshur County Commission)

Primary Contact: Tabatha R. Perry Title: Asst. County Administrator

Work Number: 304-472-0535 ext. 2 E-mail: trperry@upshurcounty.org

Invoicing Contact: Debra Hull Title: County Bookkeeper

Work Number: 304-473-2903 E-mail: dahull@upshurcounty.org

Physical Address of End User: 91 West Main Street, Suite 101

City: Buckhannon State: WV Zip: 26201

End User website (if applicable): www.upshurcounty.org

What is the classification of your business? ☐ Corporation ☐ Partnership ☐ Sole Proprietor

End User Federal Tax Identification Number: 55-6000406

(If applicable, please include a copy of your company's Business License with this application.)

Please describe the nature of the business (required): Local Government

What is the specific purpose for which Consumer Reports will be used (i.e., pre-employment screening, tenant screening, etc.): pre-employment screening

Do you lease your office space? ☐ Yes ☒ No

If yes, please provide the following information:

Name of Leasing Company: _____ Telephone Number: _____

Please attach the following: FCRA guidelines require that a Letter of Intent be included with your request for services. The *Letter of Intent* must be on company letterhead and signed by an officer, owner or the authorized primary contact. The letter should state the nature of your business, your intended use for the services, your estimated monthly volume and whether your company anticipates its access to be primarily local, regional, or national. For your convenience; a sample letter is available on page 7 of this document.



RSI Credit and Payment Terms and Conditions

1. Our payment terms are Net 30 from the invoice date. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due, or the highest rate permitted by applicable law, whichever is less.
2. We accept major credit cards for payment. However, an additional merchant fee service charge of 2.6% will be added to any payment made by credit card. This fee does not apply to charges made by debit or prepaid cards and will not be charged where prohibited in the following states: California, Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts, New York, Oklahoma, and Texas.
3. All agreements to extend credit hereunder are made and entered into in the State of Indiana, County of Vanderburgh, and shall be construed in accordance with the laws of the State of Indiana. With regard to any disputes which arise out of any credit extended hereunder, all parties consent to personal jurisdiction in Indiana and exclusive venue within the state or federal courts located in Vanderburgh County.
4. In the event suit is brought or an attorney or collection agency is retained by Reference Services, Inc. to enforce these terms and conditions or to collect any money due hereunder, or to collect any money damages for breach hereof, Reference Services, Inc. shall be entitled to recover, in addition to any other remedy, reimbursement for all costs of collection, including reasonable attorney's fees.
5. In the event of any failure by the customer to make any payment when due or to make agreeable payment arrangement, Reference Services retains the right to remove access to our proprietary software system and terminate the ordering of consumer reports on accounts that are more than 30 days past due (60 days past the invoice date).

Authorization and Declaration

I have read the credit and payment agreement and agree with all the terms, conditions and requirements listed. I am well aware of the consequences of not meeting with the aforementioned terms, as detailed and outlined in this document.

I, Samuel R. Nolte, Commission President, acknowledge that I have the authority to
(Printed Name and Title)

sign this agreement on behalf of Upshur County Commission.
(Company Name)

Signed _____ Date Signed _____

Does your company require a PO number, accounting codes or other information to be presented on your invoices? ☐ Yes ☒ No If yes, please provide a brief description of requirements here: _____

If you have a Promo Code, please provide it here: _____

Required Certification & Terms for Agreement between Reseller and End User for Consumer Reports

In compliance the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) including, without limitation, all amendments thereto ("FCRA") and applicable state law, End User hereby certifies to References Services, Inc. ("Reseller") that it will comply with the following provisions:

1. End User is a local government (type of business) and has a permissible purpose for obtaining consumer reports in accordance with the FCRA. The End User certifies its permissible purpose to be (please check all that apply):
 - ☐ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - ☐ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - ☒ In connection with an **employment application** submitted by the consumer; or
 - ☐ In connection with an **tenant screening application** submitted by the consumer; or
 - ☐ In accordance with the written instructions of the consumer; or
 - ☐ For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - ☐ As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

End-User will certify the specific permissible purpose at the time the report is requested.

2. End User certifies that End User shall use the consumer reports: (a) solely for the End User's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the consumer reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports on themselves, associates, or any other person except in the exercise of their official duties.

End User understands the sensitive nature of consumer reports and the need to protect the information. All consumer information and data will be retained in a confidential and secure manner by the End User, and the End User must take reasonable steps to prevent unauthorized use of, or access to, consumer information during the disposal process of consumer records as outlined in the FTC Disposal Rule which is included in the packet of new client materials.

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including,

Required Certification & Terms for Agreement (cont.)

for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from Company for a period of five years from the date the report was received, and will make such reports available to Company upon request. In addition, End-User agrees to abide by all Ban the Box laws and certifies that it will not conduct a background check until after conditional offer of employment has been provided. End-Users seeking credit information must provide information and sign Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable.

End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

3. End User certifies that prior to obtaining or causing a "consumer report" and/or an "investigative consumer report" to be obtained for employment purposes :
 - A clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report and/or an investigative consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state, or local laws and the consumer has authorized in writing, the obtaining of the report by End User. End User understands that Reseller will not initiate a report for employment purposes in the absence of a written authorization. End User certifies that each time it orders a report, it is reaffirming the above certification.

Prior to taking adverse employment action based in whole or in part on the information products provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

Required Certification & Terms for Agreement (cont.)

Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends that you perform an individualized assessment and or other considerations. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

4. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
5. Should the consumer make a written request within a reasonable amount of time, End User will provide:
 - Information about whether an investigative consumer report has been requested;
 - If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
 - Reseller's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter. .
6. **THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for credit scores obtained from TransUnion, or as explicitly otherwise authorized in advance in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the Agreement immediately.

7. Reseller agrees to hold all requests of End User confidential and not to divulge the name of End User's employees or the content of the report(s) obtained for End User to anyone other than: (a) persons to whom Reseller is permitted by law to disclose such information, and (b) employees of Reseller who have a need to know such information for the performance of Reseller's obligations under this Agreement.
8. Reseller will maintain consumer report information for a minimum of five (five) years as required by the FCRA." Documents involving the verified information entered into reports such as an Authorization Form or response back from the reference has a retention time of (5) years minimum. These are kept in locked cabinets with limited access granted to certain personnel only.
9. This Agreement is governed and construed according to the laws of the State of Indiana.
10. End User will comply with all laws and regulations and will not use consumer information in violation of any local, state or federal law, including but not limited to the Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, Equal Employment Opportunity laws or regulations. End User accepts fully responsibility for complying with all such laws and for using the consumer information it receives from Reseller in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state or local laws when using the information received under this Agreement. End User further accepts full responsibility for any and all consequences of use and/or dissemination of such information.



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Required Certification & Terms for Agreement (cont.)

End-User agrees to have reasonable procedures for the fair and equitable use of background information

11. If you are a client End User who uses Reller for Employment Verification Services, we may need to access a service known as "The Work Number" that is provided by Equifax. Equifax requires that we post the following notification: End User WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM END USER'S BREACH OF SECTIONS.
12. Reseller advises End User that they have specific legal requirements in the use of consumer reports and that End User should consult with their legal counsel regarding specific, legal responsibilities, including taking adverse action against a consumer based on a consumer report.
13. End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.
14. End-User understands that Reseller obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Reseller makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.

RESELLER WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES RESELLER FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE RESELLER FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE RESELLER FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF COMPANY (UNLESS ATTRIBUTED OR IMPUTED TO RESELLER BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF COMPANY OR OTHERWISE). IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RESELLER BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT RESELLER IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST RESELLER WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST RESELLER, EVEN IF RESELLER HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.



Required Certification & Terms for Agreement (cont.)

End-User shall indemnify, defend and hold harmless Reseller, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with information products provided by Reseller, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Reseller does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communication with Reseller's representatives regarding searches, verifications or other services offered by Reseller are not to be considered a legal opinion regarding such use. End-User agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Reseller.

For End Users Receiving FICO Scores Only: Only for those End Users that wish to receive FICO Scores as part of the consumer credit report being delivered, the agreement between Reseller and End User must also contain the following language:

1. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a need to know in the course of their employment; (ii) to those third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

For California End Users Only: End User has made all disclosures required by California Civil Code section 1786.16(a) and will comply with all of the requirements of California Civil Code section 1786.16(b). End User hereby further certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End User is located in the State of California, and/or the End User's request for and/or use of Information Products pertains to a California resident or worker, End User will do the following:

- (i) Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
- (ii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

Required Certification & Terms for Agreement (cont.)

- (iii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.
- (iv) When Information Products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.
- (v) When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.
- (vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.
- (vii) If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
- (viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.
- (ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Information Products, including, but not limited to, the ICRA and CCRAA.

Samuel R. Nolte

have direct knowledge of the facts certified above.

(PRINTED NAME)

Signed _____ Date Signed _____



Required Certification & Terms for Agreement (cont.)

Business Name and DBA (if applicable): County Commission of Upshur County (DBA Upshur County Commission)

Physical Location of End User: 91 West Main St., Suite 101, Buckhannon, WV 26201

By initialing below, End User hereby acknowledges receipt of the following documents:

- Notice to Users of Consumer Reports & Obligations of Users under the FCRA
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Remedying the Effects of Identity Theft
- RSI Product Descriptions
- FTC Disposal Rule
- Consumer Information Privacy Policy

X _____

Please initial to confirm receipt.

ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End User agrees to the following:

1. End User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End User's account number and password "hidden" or embedded and be known only by supervisory personnel. End User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End User will change its password immediately.
3. End User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Reseller.
4. End User will restrict the ability to obtain consumer information to a few key personnel.
5. End User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End User agrees to notify its employees that End User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

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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

April 25, 2019

Reference Services, Inc.

via e-mail only

Letter of Intent

To whom it may concern,

Upshur County Commission is a local government and was formed in 1880. Currently, the Upshur County Commission anticipates a small volume of usage for the purpose of pre-employment screening. Our company will want to access local, regional and national records for all applicants.

Best regards,

Samuel R. Nolte
Upshur County Commission President

An Equal Opportunity Employer

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Date: 4-11-19



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

RE: Commission Appointment to the Upshur County Fire Board, Inc.

Commissioners:

This letter serves as my official interest in your vacant appointment to the Upshur County Fire Board, Inc.

FORMER FIRE CHIEF BUCKHANNON FIRE DEPT

FORMER E.M.T.

FORMER FIRE SERVICE INSTRUCTOR FOR WVU

RETIRED FROM BUCKHANNON FIRE DEPARTMENT AFTER 37 YRS

WOULD CONSIDER IT AN HONOR

If should have any questions, please do not hesitate to contact me.

I WOULD LIKE TO THINK THAT MY PREVIOUS CONVERSATIONS
Sincerely, WITH THE FIRE COMMITTEE WERE INTERESTING AND
INFORMATIVE

Jerry L. Wilfong
Jerry Wilfong

Buckhannon, WV 26201

Phone Number: 304 439-5151

Tennerton Public Service District
188 Fayette Street
Buckhannon, WV 26201
304-472-7685

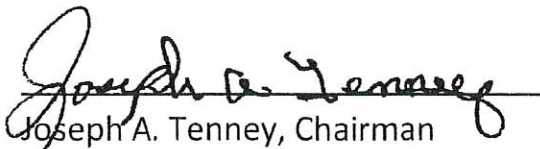
April 17, 2019

Upshur County Commission
38 W. Main Street
Buckhannon, WV 26201

Due to the death of John McGrew Jr., the Tennerton Public Service District board voted to have Joseph A. Tenney fill the chairman position. The Tennerton Public Service District is requesting that John Barnes be appointed to fill the term of Mr. Tenney. Mr. Barnes resides in the Tennerton Public Service Area.

Thank you in advance for your consideration in this matter.

Sincerely,


Joseph A. Tenney, Chairman

**UPSHUR COUNTY YOUTH CAMP
SUMMER EMPLOYMENT 2019**

KITCHEN/CLEANING PERSONNEL FULL-TIME

1. **Rosalyn Freeman \$9.79** per hour/starting date 5/20/19/Head Cook
2. **Danielle Davis \$8.75** per hour/starting date 5/20/19/Cook/Cleaning
3. **Aron Dille \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
4. **Elizabeth Eagle \$8.75** per hour/starting date 5/20/19/Cook/Cleaning
5. **Taylor Eskew \$8.75** per hour/starting date 5/20/19/Cook/Cleaning
6. **Leah Gordon \$9.00** per hour/starting date 5/20/19/Cook/Cleaning
7. **Roberta Huffman \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
8. **Monica Leigh \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
9. **Jessica Vaughn \$8.75** per hour/starting date 5/20/19/Cook/Cleaning
10. **Tanisha Vaughn \$8.75** per hour/starting date 5/20/19/Cook/Cleaning

KITCHEN/CLEANING PERSONNEL PART-TIME

11. **Patricia Groves \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
12. **Carol Page \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
13. **Teia Page \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
14. **Carol Roth \$9.00** per hour/starting date 5/20/19/Cook/Cleaning
15. **Elsie Sayre \$9.69** per hour/starting date 5/20/19/Cook/Cleaning
16. **Monika Walton \$9.69** per hour/starting date 5/20/19/Cook/Cleaning

GROUNDS PERSONNEL FULL-TIME

17. **Nicholas Anderson \$8.75** per hour/starting date 5/20/19/Grounds
18. **Jared Browning \$8.75** per hour/starting date 5/20/19/Grounds
19. **Justin Wyatt \$8.75** per hour/starting date 5/20/19/Grounds

Respectfully submitted,

Gregory B. Woody

Gregory B. Woody
Director
Upshur County Youth Camp

26th Judicial Circuit Community Corrections
Day Report Center

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Upshur County
43 WBUC Road
Buckhannon, West Virginia 26201
Phone: (304) 472-9548

Fax: (304) 472-8155



Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

April 9, 2019

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

Dear Commissioners',

I am submitting this request for James Lough to be a security guard for the parenting classes for Lewis and Upshur Counties. His rate of pay is \$20 an hour; the state requests for these classes to have a security guard due to the nature of recently divorced parents not always being civil. There can be as many as four classes per month between the two counties. If you have any questions feel free to contact me.

Sincerely,

Cheyenne Troxell

26th Judicial Circuit Community Corrections
Day Report Center



Upshur County
43 WBUC Road
Buckhannon, West Virginia 26201
Phone: (304) 472-9548

Fax: (304) 472-8735



DAY REPORT CENTER

Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

April 9, 2019

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

Dear Commissioners',

I am submitting this request for Samantha Ribeiro Matos to teach parenting classes for Lewis and Upshur Counties. Her rate of pay is \$75.00 per class; she can teach as many parenting classes as the state approves in a month, typically it is no more than two per county. If you have any questions feel free to contact me.

Sincerely,

Cheyenne Troxell

**Upshur County Farm Bureau
PO Box 425
Buckhannon, WV 26201
304-472-6269**



April 17, 2019

Dear Members of Buckhannon-Upshur Chamber of Commerce,

Upshur County Farm Bureau would like to invite you to attend our Farm-City dinner on Monday, April 29 at 6:30pm at Chapel Hill United Methodist Church.

We understand the importance of positive relationships between the farmers who provide a bountiful, affordable food supply and the business owners and operators and leaders in our community, and see the value of coming together for the common purpose of advancing our town and county through collaboration.

A representative of USDA APHIS Wildlife Services will speak at the event and a 50/50 drawing will be held as a fundraiser for Upshur County Farm Bureau. Additionally, non-perishable food and/or monetary donations will be collected for Our Food Link to benefit the Ronald McDonald House Charities in WV. Any and all donations are greatly appreciated.

We look forward to a fun evening of fellowship and good food, and hope to see you there.

Sincerely,

Jim Mitchell
President, Upshur County Farm Bureau

Upshur County Farm Bureau
PO Box 425
Buckhannon WV, 26201

Spring 2019 Newsletter

Farm-City Dinner

Monday, April 29, 2019
6:30 PM

Chapel Hill United Methodist Church

Members please bring a covered dish and/or dessert.
Table service, meat, bread and drinks will be provided.

Non-perishable food and/or monetary donations will be collected for Our Food Link to benefit the Ronald McDonald House Charity. Any donation will be appreciated!

On the Program

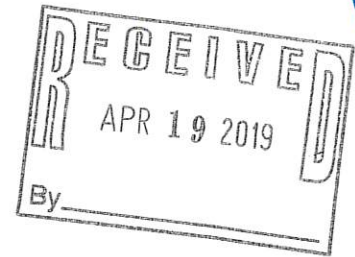
A representative of USDA APHIS Wildlife Services will speak!

A 50/50 drawing will be held as a fundraiser for the Upshur County Farm Bureau.

Reminder – Invite people interested in our communities and rural areas to the Farm-City Dinner! Guests are welcome!!!! Please sign up any new members that are interested in joining the Farm Bureau.

As a Farm Bureau member you have access to a variety of programs, services, and discounts. See www.wvfarm.org for the latest information.

For more information call President Jim Mitchell at 304-472-6269.



MEMORANDUM

TO: HOUSING AUTHORITIES OF WEST VIRGINIA

FROM: STUART STICKEL, CPA, CFE, DEPUTY STATE AUDITOR
OFFICE OF THE STATE AUDITOR

DATE: APRIL 16, 2019

RE: AUDIT REQUIREMENTS FOR HOUSING AUTHORITIES

Housing authorities are authorized to transact business and/or exercise powers pursuant to West Virginia State Code §16-15-3, upon resolution by the governing body of the city or county. West Virginia Code §6-9-7, provides that the Chief Inspector Division (CID) of the West Virginia State Auditor's Office has the power and authority to perform a financial examination (including annual audits) of each local government office or political subdivision and all boards, commissions, **authorities**, agencies or other offices created under the authority thereof.

Please be advised effective for fiscal year 2020, the CID will be overseeing the financial audit process of all Housing Authorities in the State of West Virginia in accordance with statutory requirements and established procedures. The Chief Inspector may appoint a designee to perform the annual audit function of this financial oversight responsibility. The *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments (manual)* can be viewed on the CID's website at <https://www.wvsao.gov/ChiefInspector/Default>. The execution of audit designation is accomplished through a bidding process between entities and CPA firms meeting the criteria for and included on the *List of CPA Firms Appointed to Conduct Audits and Reviews of Local Government Entities (CPA List)*, as provided for by the *manual*.

Early in calendar year 2020, the local Housing Authorities will be notified by the CID whether they will need to procure an audit with a CPA firm on the *CPA List* or whether the engagement will be assigned to CID audit staff. All necessary procurement forms will

be provided to the Housing Authority for CPA procurement from the approved *CPA List*. In most cases, CID will honor an entity's request to be issued a Request for Proposal (RFP) to procure audit services in accordance with the *manual* procedures.

To assist with implementing the audit oversight of Housing Authorities, the CID is requesting each Housing Authority to fill out and submit the enclosed questionnaire, along with a copy of the most recently issued audit report, via e-mail at cpaaudits@wvsao.gov, or via mail at:

West Virginia State Auditor's Office
Chief Inspector Division
1900 Kanawha Boulevard, East
State Capitol, Building 1, Suite W-100
Charleston, West Virginia 25305
ATTN: Michelle Hodge

These new audit requirements have been discussed with board members of the West Virginia Association of Housing Agencies (WVAHA) and they support our efforts in providing oversight of the financial audit process of all Housing Authorities in the State of West Virginia. The WVAHA will be working with the CID to set up a training session to prepare the Housing Authorities for these new audit requirements.

Your cooperation is appreciated and we believe that this process will enhance the timeliness of audits as well as foster a competitive bidding environment for CPA firms. It will also ensure that instances of potential fraud associated with local Housing Authorities are properly investigated. Please contact (Katherine) Michelle Hodge, Audit Procurement Manager, CID, at (304) 558-2261 Extension 2411 or at cpaaudits@wvsao.gov if you have any questions or concerns.

cc: Jeff Knight, President
West Virginia Association of Housing Agencies

2018 2nd DISBURSEMENT

UPSHUR COUNTY FIRE BOARD, INC.

VFD	DATE	\$ AMOUNT	PRINTED NAME	SIGNATURE
ADRIAN	04/16/19	12,000.00	Joseph A. Mather	<i>[Signature]</i>
BANKS DISTRICT	04/16/19	12,000.00	Tim Hissaw	<i>[Signature]</i>
BUCKHANNON	04/16/19	12,000.00	Dion Blamsley	<i>[Signature]</i>
ELLAMORE	04/16/19	12,000.00	Kelly Pugh	<i>[Signature]</i>
SELBYVILLE	04/16/19	12,000.00	Elton Shaw	<i>[Signature]</i>
WARREN DISTRICT	04/16/19	12,000.00	Joe Carrico	<i>[Signature]</i>
WASHINGTON DISTRICT	04/16/19	12,000.00	Kevin Huffman	<i>[Signature]</i>



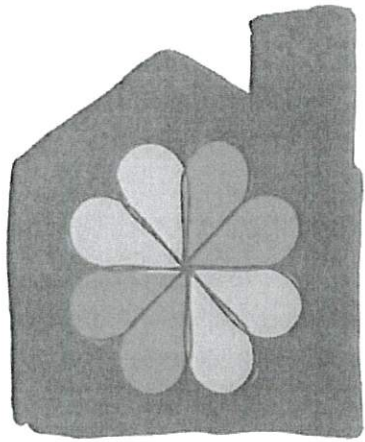
LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
Month of April ^{March} 2019		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$250	\$110
CHECK		
E STORE CREDIT CARD	\$170	\$130
SUBTOTAL	\$420	\$240
SPAY/NEUTER DEPOSIT		
CASH	\$250	\$200
CHECK	\$0	\$0
E STORE CREDIT CARD	\$200	\$200
SUBTOTAL	\$450	\$400
BOARD RESCUE		
CASH	\$10	\$10
CHECK	\$0	\$0
E STORE CREDIT CARD	\$40	\$40
SUBTOTAL	\$50	\$50
DONATIONS		
CASH	\$10	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	
SUBTOTAL	\$10	\$0
OTHER	\$0	\$0
TOTAL	\$930	\$690

EXPLANATION:

\$400 in e-store credit card payments was for spay and nueter deposits. A revision request for the e-store has been made.

\$10 in e-store rescue payments was actually ment as donation.

November \$80 was over paid in cash because of e-store and not being use to it.



FOSTERING HOPE

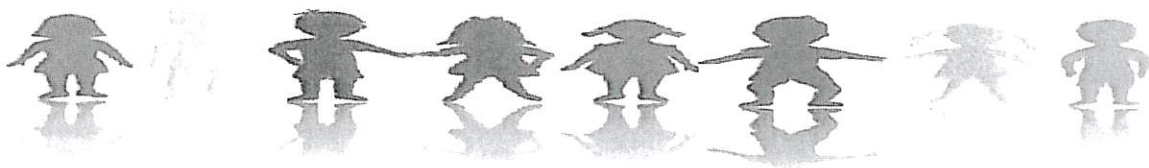
(a foster care/adoption open house)

Do you have questions about fostering/adopting but need more information? We can help!

Tuesday, May 7th from 6:00pm – 8:00pm

Buckhannon Public Safety Complex

24 South Florida Street, Buckhannon



For more information, please call the Upshur County Family Resource Network at 3204.473.1051 or email upshurfrn@yahoo.com

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Buckhannon Police Department

Youth Academy



⚡ Evidence Processing Demonstration

⚡ Mock Crime Scene

⚡ Mock Accident

⚡ Social Media Safety

⚡ Police Equipment Demonstrations
AND MUCH MORE!

When?

Date: June 24th – June 28th

Time: 9am- noon

Who?

Currently in
5th – 11th grade

Where?

Buckhannon Police Department
Training Room
24 South Florida St.

APPLICATIONS

5th graders – can obtain an application from their teacher or the Buckhannon Police Dept.

6th -8th – can obtain an application from the Middle School office or the Buckhannon Police Dept.

9th -11th – can obtain an application from the High School office or the Buckhannon Police Dept.

***Seating is limited,
return your application ASAP!***

Deadline for applications: June 7th

Questions?

Call: 304-472-5723 or

Email: mattgregory@buckhannonpolice.com

Upshur County Fire Board Meeting
March 19, 2019

Members Present: Joe Malcolm, Joe Gower, Larry Alkire, Kristie Tenney, and Clifton Shaw

Members Absent: Tom O'Neill and Linn Baxa

Others Present: Arthur Wilson-Guest and Toni Newman-Fire Fee Clerk

The Fire Board meeting was called to order by Joe Malcolm at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from February 19, 2019, were reviewed. On motion by Larry Alkire, and second by Clifton Shaw, the Board approved the minutes.

The Fire Fee Clerk reported the 2018 Fire Fees are at 89 percent collected. Someone has expressed interest in the District 1 seat on the Board.

After discussion and on motion by Joe Gower and second by Larry Alkire, the Board approved a second distribution of funds to each volunteer fire department in the amount of \$12,000.00.

The checking account balance as of 02/28/2019 was \$151,956.61. The disbursement from the Chief Tax Deputy for the month of January was \$5,415.10.

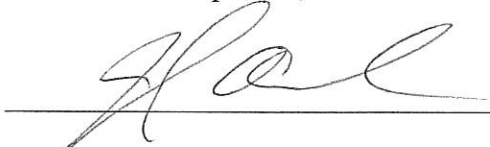
The following invoices were reviewed and approved upon motion Clifton Shaw and second by Joe Gower:


- Software Systems---Invoice # 32386---Maintenance Charge January---\$216.00
- Upshur County Commission---Reimbursement---P-card---supplies---\$735.95.

There was 1 *Request for Relief of Erroneous Assessment* approved by the Fire Board. There were no corrective tickets this month.

Under other matters to consider: the County Administrator requested to know if the Fire Fee Clerk would receive the same raise as county employees, should they be given under new budget. On motion by Kristie Tenney and second by Larry Alkire the Board approved the issuance of the same raise that may be afforded the county employees.

There being no further business the meeting adjourned at 7:15p.m. The next meeting of the Board will be April 16, 2019.



Joe Malcolm, Chairman, Upshur County Fire Board

Board Member

2017 floodplain permits	value on permit provided by applicant	.25% residential 1% Commerical	1%	\$250/\$500	
pavilion	\$ 450.00	\$1.12	\$4.50	\$250.00	
trailer	\$ 5,000.00	\$12.50	\$50.00	\$250.00	
outbuilding	\$ 2,500.00	\$6.25	\$25.00	\$250.00	
porches	\$ 5,500.00	\$13.75	\$55.00	\$250.00	
carport	\$ 1,000.00	\$2.50	\$10.00	\$250.00	
remodeling	\$ 500.00	\$1.25	\$5.00	\$250.00	
carport	\$ 699.00	\$1.74	\$6.99	\$250.00	
new roof	\$ 12,300.00	\$30.75	\$123.00	\$250.00	
pre-fab building	\$ 1,800.00	\$4.50	\$18.00	\$250.00	
garage	\$ 20,000.00	\$50.00	\$200.00	\$250.00	
pre fab building	\$ 5,000.00	\$12.50	\$50.00	\$250.00	
bathroom remodeling	\$ 2,511.00	\$6.27	\$25.11	\$250.00	
building	\$ 1,500.00	\$3.75	\$15.00	\$250.00	
pre-fab building	\$ 5,000.00	\$12.50	\$50.00	\$250.00	
addition	\$ 15,000.00	\$37.50	\$150.00	\$250.00	
horse shed	\$ 1,000.00	\$2.50	\$10.00	\$250.00	
porches and sidewalks	\$ 5,000.00	\$12.50	\$50.00	\$250.00	
high tunnel	\$ 16,500.00	\$165.00	\$165.00	\$500.00	
outbuilding	\$ 300.00	\$0.75	\$3.00	\$250.00	
storm sewer and drain, new freezer	\$ 800,000.00	\$8,000.00	\$8,000.00	\$500.00	
bank stabilization project	\$ 70,000.00	\$175.00	\$700.00	\$250.00	
reconstruct house due to fire	\$ 339,000.00	\$847.50	\$3,390.00	\$250.00	
bathroom remodeling	\$ 2,511.00	\$6.27	\$25.11	\$250.00	
repair bridge	\$ 1,200.00	\$3.00	\$12.00	\$250.00	
garage	\$ 15,000.00	\$37.50	\$150.00	\$250.00	
utilities and campsite	\$ 3,000,000.00	\$30,000.00	\$30,000.00	\$500.00	
		\$39,446.90	\$43,292.71	\$7,250.00	
2018 floodplain permits					
pre-fab building	\$ 3,000.00	\$7.50	\$30.00	\$250.00	
pipeline	\$ 3,000,000.00	\$30,000.00	\$30,000.00	\$500.00	
campground	\$ 30,000.00	\$300.00	\$300.00	\$500.00	
bathroom remodeling	\$ 2,511.00	\$6.27	\$25.11	\$250.00	
carport	\$ 800.00	\$2.00	\$8.00	\$250.00	
garage	\$ 20,000.00	\$50.00	\$200.00	\$250.00	
pipeline	\$ 150,000.00	\$375.00	\$375.00	\$500.00	
trailer	\$ 1,500.00	\$3.75	\$15.00	\$250.00	
garage	\$ 10,000.00	\$25.00	\$100.00	\$250.00	
new roof	\$ 13,089.00	\$32.72	\$130.89	\$250.00	
storage building	\$ 1,500.00	\$3.75	\$15.00	\$250.00	
new roof	\$ 13,000.00	\$32.50	\$130.00	\$250.00	
garage	\$ 20,000.00	\$50.00	\$200.00	\$250.00	
new roof	\$ 2,000.00	\$5.00	\$20.00	\$250.00	
carport	\$ 3,500.00	\$8.75	\$35.00	\$250.00	
high tunnel	\$ 16,000.00	\$40.00	\$40.00	\$500.00	
handicap ramp and new porches	\$ 2,000.00	\$5.00	\$20.00	\$250.00	
new roof	\$ 6,400.00	\$16.25	\$64.00	\$250.00	
new porches and roof	\$35,000.00	\$87.50	\$350.00	\$250.00	
storage building	\$ 9,000.00	\$22.50	\$90.00	\$250.00	
remodeling	\$ 2,000.00	\$5.00	\$20.00	\$250.00	
remodeling outside steps and sitewalk	\$ 500.00	\$1.25	\$5.00	\$250.00	
		\$31,079.74	\$32,173.00	\$6,500.00	
2019 floodplain permits					
bathroom remodeling	\$ 15,145.00	\$37.86	\$151.45	\$250.00	
remodeling existing garage and new metal on front	\$ 2,000.00	\$5.00	\$20.00	\$250.00	
		\$42.86	\$171.45	\$500.00	
total from January 1, 2017 to current		\$70,569.50	\$75,637.16	\$14,250.00	

COUNTY	FLOODPLAIN ORDINANCE	FLOODPLAIN PERMIT	FLOODPLAIN PERMIT FEE
BARBOUR	Barbour County Floodplain Ord.	Floodplain Development Permit Application is attached.	Residential -Project cost \$0 -\$30,000 - \$25.00; \$30,001 and above - +\$2.00 per \$1,000; Floodplain determination - \$75.00. Commercial - Project cost \$0 -\$50,000 - \$100.00; \$50,001 and above - +\$5.00 per \$1,000; Floodplain determination - \$300.00.
BERKELEY	Berkeley County Floodplain Ord.	Unable to locate Application for Permit	\$20.00 for Floodplain determination; Additional fee (s) based on the estimated value of proposed construction: \$50.00 or \$500.00
BOONE	Boone County Floodplain Ord.	Building Permit includes Floodplain;	Residential -\$15.00; Commercial \$15.00 for 1st \$100,000.00; \$1.00 for each additional thousand
BRAXTON			Per Sherry (A & M - 304-765-3520), Braxton County does not charge a fee for floodplain permits
BROOKE		Brooke County Building Permit includes "Flood Prone" check box	Spoke to the Brooke County EMA director Bob Fowler. He said the floodplain issues in Brooke county are determined with their building Permits which are done through the Assessor's office. He said they have no set fees and try to work with residence / businesses without high fees.
CABELL	Cabell County Floodplain Ordinance	Cabell County Building Registration Certificate and / or Floodplain Permit Application	All construction - \$10.00 for first \$1,000.00 and \$1.00 per thousand thereafter; Additional fees for reviews
CALHOUN	Unable to locate ordinance	Unable to locate Application for Permit	\$10.00 fee
CLAY		Stacy King	\$25 fee
DODDRIDGE	Doddridge County Floodplain Ord.	Floodplain Development Permit Application is attached.	Accessory building value up to \$10,000.00 - \$100.00; Various new or improved residences /Accessory building value over \$10,000.0 up to \$50,000.00 - \$250.00; Various new or improved residences /Accessory building value over \$50,000.00 is \$350.00 plus \$2.00 per thousand over \$50,000.00.
FAYETTE	Called 304-574-4320 - 12/13/17.	No separate Floodplain Permit	Floodplain is in with the Electric & Building Permit Application. The cost for this Permit is 1% of construction costs

GILMER	ORDER establishing a flood plain area....		>\$500(no fee), \$501-\$2,500(\$15), 2,501-5,000 (\$20), \$5,001-\$10,000 (\$30), \$10,001-\$15,000 (\$60), \$15,001-\$50,000 (\$60 first \$15,000 then \$3.50 each additional \$1,000), \$50,001-\$100,000 (\$182.50 first \$50,000 then \$3.00 each additional \$1,000), \$100,001-\$500,000 (\$332.50 first \$100,00 then \$2.25 each additional \$1,000), \$500,001-Up (\$1,457.50 first \$500,00 then \$1.75 for each additional \$1,000)
GRANT	Grant County Floodplain ord. (Ordinance amended 12/2018)	Unable to locate a Floodplain Permit Application	\$20 per Michelle Sites Grant County Administrator
GREENBRIER	Greenbrier Co. Floodplain Ord.	Greenbrier Co. Planning & Permit Depart. (permit fees include Floodplain determination and consultation	Greenbrier Co. Building Code Administrative Policy Manual: Processing fee-\$10.00; Commercial and Residential fees \$6.00 per thousand of the cost of the project. May be additional fees.
HAMPSHIRE	Hampshire Co. Floodplain Ord.	Building/Floodplain Determination Permit Applic.	Construction costs: \$0 - \$12,500 fee is \$25; Over \$12,500 fee is \$2 per thousand
HANCOCK	Hancock County Floodplain Ord	Jeremy Ober sending fee schedule	\$25 determination fee 1-2 family dwelling (\$5 per thousand - example \$60,000 house fee would be \$300.00); Accessory structure (\$5 per thousand); any other structure (\$10 per thousand); Site plan, grading, fill (\$10 per acre) Additional fees for outside/contracted review. Fee doubles if work started before permit issued and triples if subsequent occurrence by same person.
HARDY	Hardy County Floodplain Ord	Improvement Location Permit Application	1 & 2 Family Dwelling - \$100 up to \$75,000. Accessory Structures - \$50 up to \$15,000. Fees for other structures. Fees cost more with higher construction amounts. Fee schedule is attached.

HARRISON	Harrison Co. Floodplain Ord.	Harrison County Improvement Location Permit Ordinance (Location Improvement Permit Applic.	Building or any activity in the Floodplain: \$250.00
JACKSON		Kelly Jackson	out of floodzone \$0; \$3.50 per \$1,000 for new construction; \$35 per \$1,000 below BFE; \$56 per acre for site development or fill; \$1,200 floodway development
JEFFERSON	Jefferson Co. Floodplain Ord.		Floodplain Delineations - \$10.00. Elevation determination for 100 year flood - \$25.00. Review of LOM or LOMR requests - \$25.00
KANAWHA		Building Permit Application and Floodplain Management	\$300.00
LEWIS	No county Floodplain Permit. The have adopted the state model.	Yes	Floodplain permits in Lewis County have a \$15.00 fee per Steve Moneypenney, Floodplain Manager.
LINCOLN		Mary Napier	\$25 determination; additional \$300 if in floodplain
LOGAN	Logan County Floodplain Ordinance	Ray Perry	1/4 of 1% or amount of project x 0.25% (\$10,000 PROJECT= \$25 FEE)
MARION	Mike Kralej at Floodplain Office.	Floodplain Development Permit Application	No charge for Floodplain Permit. No County Building Permit
MARSHALL	Called the Marshall Co. Floodplain manager (Howard) and he said Marshall County has a Floodplain Ordinance but I am unable to locate it	Marshall County has a Floodplain Permit	Floodplain Permit fee is a flat \$30.00 with no additional charges

MASON		per Matt Gregg	charge depending on what your building and cost....see attached
MCDOWELL		Dan Riley	1% cost of project and \$15 floodplain determination
MERCER		Tim Farley	\$20 determination
MINERAL		Drew sending fee schedule	\$25 determination plus residential: \$0-\$500 (free); \$501-\$2,500 (\$10); \$2,501-\$25,000 (\$25); \$25,001-\$75,000 (\$50); \$75,001+ (\$75.00) commercial: \$0-\$500 (free); \$501-\$10,000 (\$35); \$10,001-\$50,000 (\$75); \$50,001-\$150,000 (\$100); \$150,001+ (\$125)
MINGO		Floodplain Permit	Per Mingo Co. Floodplain Director Amanda Starr, Mingo Co. has a floodplain permit but has no fee.
MONONGALIA		Monongalia County Floodplain Development Permit application	\$20.00 determination and then additional fees if required to seek outside review.
MONROE		Jeff Jones	permit required but no fee
MORGAN	Floodplain ordinance	per Alma Gorse	Charge per square foot- see attached
NICHOLAS		Floodplain Permit	Per Sheena McClung, Nicholas Co. has a floodplain permit. The basic fee is 1 % per \$1,000.00, but fees are determined by the costs of the projects. (\$1,000 project =\$10 fee; \$20,000 =\$200 fee)
OHIO		Dave Weaver	\$25 determination; \$12 per \$1,000; \$25 site development/fill; \$25 per \$1,000 floodway Dev
PENDLETON			per Gene McConnell - no fee
PLEASANTS		Tine Oldfield	\$5.00 determination and additional fees if they have to hire outside help
POCAHONTAS	Floodplain Ord.	Floodplain Permit	Accessory building value up to \$10,000.00 - \$50.00; Various new or improved residences /Accessory building value over \$10,000.0 up to \$50,000.00 - \$100.00; Various new or improved residences /Accessory building value over \$50,000.00 is \$200.00 plus \$2.00 per thousand over \$50,000.00

PRESTON			Fee depends of construction: Up to \$50.00 - \$1.00; \$51.00 to \$500.00 - \$2.00; \$501.00 to \$1,000.00 - \$3.00; each additional thousand is \$2.00 per \$1,000.00.
PUTNAM			Single family and Duplex Residential dwelling fee is \$1.00 per thousand of construction costs
RALEIGH			¼ of 1% (0.25%) of the estimated cost. (\$10,000.00 fee would be \$25.00) When work has commenced before a building permit is obtained, the fee shall be double the regular permit fee. A \$100.00 plan review fee payable upon the first submission of required COMMERCIAL/NON-RESIDENTIAL construction documents.
RANDOLPH		Randolph County Floodplain Ordinance	Floodplain determination fee: \$20.00. An additional fee based on the value of the construction can also be charged. Also, additional multiplied fees may be charged if the work begins prior to obtaining a permit.
RITCHIE	Yes Jim White		\$125 commercial; \$25 residential
ROANE	Yes	Yes	\$10.00 permit fee. No charge if cost of project is less than \$1,000.00.
SUMMERS	Yes	Yes	Initial \$25.00 fee. \$10.00 for first \$1,000.00 and \$1.00 per \$1,000.00 over \$10,000.00
TAYLOR			No Fee per Mike Kochka
TUCKER		Tucker County Construction Permit	Floodplain Permit is \$25.00. Additional fee(s) may be charged for any additional costs for services necessary for review and/or inspection of the proposed development. If work has been started prior to obtaining a permit the fee can be doubled.
TYLER		Floodplain Development Permit Application	If the structure is not in the floodplain, the fee is \$25.00. If the structure is to be built in the floodplain, the fee is 1 % of the total cost of the project in addition to the \$25.00.
UPSHUR	Floodplain Ord.	Floodplain Permit	No Fee for floodplain permit
WAYNE	Floodplain ordinance	per Stephen Brown	\$50 residential, \$50 Commercial up to \$100,000 then \$50 each additional \$1,000.

WEBSTER	Floodplain Ordinance, per Traci Dean	Yes, per Traci Dean	1 % of total cost of project/upgrade. No application fee
WETZEL	Floodplain Ordinance	Yes	Determination fee- \$20.00. Additional fees of \$2.00 per/thousand for structures, etc
WIRT	Floodplain Ordinance	Yes	\$25.00 fee for Floodplain Permit per Assessor
WOOD	Floodplain Ordinance	Yes	Per Sarah Farnsworth, the fee for a Floodplain permit in Wood County is \$150.00.
WYOMING		Dean Meadows	\$1-\$5,000 (\$10); \$5,001-\$20,000 (\$20); \$20,001 to \$75,000 (\$35); \$75,001-\$100,000 (\$50); \$100,001-\$150,000 (\$75); \$150,001-up (\$100)

*revised 3/28/2019