

## Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: June 13, 2019

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• June 6, 2019

9:15 a.m. to 9:45 a.m. Kris Warner, State Director of Rural Development for the US Department of Agriculture – Overview of programs available within the USDA

### Items for Discussion / Action / Approval:

1. Review and signature of Change Order #1 for the Upshur County Courthouse Dome Cleaning and Pigeon Spike Installation Project. TKS Contracting Inc. will provide the labor and equipment to patch holes, install angle trim and touch up paint the dome for the additional amount of \$11,120. Upon approval, the revised contract amount will be \$56,120.\* Page 5
2. Approval and signature of FY 20 Court Security Grant (Project No. 19-CSF-20) Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$3,275 to be used for the purpose of enhancing the county's court security.\* Page 6-17
3. Approval and signature of Upshur County Basic Ordering Agreement for Courthouse Network Support, Administration & Consulting with Global Science and Technology, effective July 1, 2019. These services will be billed on a monthly basis in the sum of \$1,790.\* Page 18-28
4. Correspondence from Gloria Burr, Director of UCEMS, Inc., requesting the re-appointment of Susie McKisic as the EMS representative on the Upshur County Enhanced Emergency Telephone Advisory Board. Upon approval, Ms. McKisic's term will expire on June 30, 2022. Ms. McKisic was previously appointed to fill a term which expires on June 30, 2019.\* Page 29
5. Correspondence from Patricia L. Adams, Chairman of the Upshur County Republican Executive Committee, requesting use of the Courthouse Plaza on Thursday, June 20, 2019 to celebrate West Virginia's Birthday. Ms. Adams is also requesting that the Committee be provided the use of two tables and ten chairs. A certificate of liability insurance naming the Commission as a certificate holder will be provided before the event.\* Page 30
6. Correspondence from Tabatha R. Perry, Assistant County Administrator, requesting the employment of Elizabeth O'Neill to be utilized in the concession stand at the Buckhannon-Upshur Recreational Park. Upon approval, Ms. O'Neill may begin work June 16, 2019 at the pay wage rate of \$8.75 an hour.\*  
*Item may lead to Executive Session per WV Code §6-9A-4* Page 31

7. Correspondence from David H. Coffman, Upshur County Sheriff, requesting the temporary seasonal employment of Crystal Linger as Tax Deputy, at her current rate of pay, effective June 17, 2019 and concluding on September 30, 2019. Upon approval, Ms. Linger will not work more than 1-2 days per week in this capacity.\*

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

8. Correspondence from David H. Coffman, Upshur County Sheriff, requesting the employment of Richard R. Gordon and Mark A. Cunningham for the part-time positions of Courthouse Security at the pay wage rate of \$11.00 per hour, effective July 1, 2019. Upon approval, these individuals will be required to perform all Courthouse Security/Bailiff duties and will work no more than 19 ½ hours per week.\*

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

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9. 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. Remediation Completion Report for the Youth Camp Archery Range Project prepared by Environmental Standards and submitted to the WV Department of Environmental Protection on June 6, 2019.

Under separate cover  
Available upon request

2. Upshur County E911 Communication Reports --- May 2019

Under separate cover

- Monthly Call Summary Report
- Monthly Department Summary Report
- Monthly and YTD Wrecker Report

3. Public Notices:

- a. Newsletters and/or Event Notifications:

- Upshur County Summer Food Service Program – June 3<sup>rd</sup> through July 26<sup>th</sup> Page 34
- Grand Re-Opening Celebration and Ribbon Cutting at noon on June 13<sup>th</sup> at In & Out Tire, 11 South Spring Street Page 35
- Upshur County Public Library Summer Reading Program – July 1<sup>st</sup> through 31<sup>st</sup> Page 36
- Upshur County Foster Care / Adoption Support Group kick-off party – July 2<sup>nd</sup> from 6 p.m. to 8 p.m. at the BU Recreational Park Pool Page 37

- b. Agendas and/or Notice of Meetings:

- Elkins Road PSD June 4, 2019 Page 38
- Buckhannon-Upshur Airport Authority June 13, 2019 Page 39
- Upshur County Fire Board, Inc. June 18, 2019 Page 40

- c. Meeting Minutes:

- Hodgesville PSD May 7, 2019 Page 41-42
- Elkins Road PSD May 7, 2019 Page 43-47



• Upshur County Solid Waste Authority	May 13, 2019	<u>Page 48-52</u>
• Upshur County Family Resource Network	April 8, 2019	<u>Page 53-54</u>
• Upshur County Family Resource Network	May 13, 2019	<u>Page 55-56</u>

d. Meetings:

- 06/04/19 5:30 p.m. Elkins Road PSD – CANCELLED
- 06/10/19 5:30 p.m. Elkins Road PSD – Special Meeting
- 06/04/19 4:00 p.m. Hodgesville PSD
- 06/06/19 7:00 p.m. Banks District VFD
- 06/06/19 7:00 p.m. Selbyville VFD
- 06/10/19 12:00 p.m. Upshur County Family Resource Network
- 06/10/19 4:30 p.m. Upshur County Solid Waste Authority
- 06/10/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 07/08/19 6:00 p.m. Lewis-Upshur Community Corrections Board-Upshur County
- 06/11/19 7:30 p.m. Adrian VFD
- 06/11/19 6:00 p.m. Buckhannon-Upshur Board of Health
- 06/19/19 7:00 a.m. Upshur County Development Authority – Executive Board
- 06/12/19 12:00 p.m. Upshur County Senior Center Board
- 06/13/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 06/19/19 6:00 p.m. Upshur County Citizens Corp – CERT
- 06/12/19 7:00 p.m. Warren District VFD
- 06/13/19 10:00 a.m. Adrian PSD
- 06/12/19 3:00 p.m. Tennerton PSD
- 06/13/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 06/13/19 7:30 p.m. Buckhannon VFD
- 06/13/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 06/20/19 6:30 p.m. Upshur County Youth Camp Board
- 06/16/19 6:00 p.m. Washington District VFD
- 06/17/19 6:00 p.m. Buckhannon-Upshur Chamber of Commerce – Fish Hawk Farms
- 06/19/19 4:00 p.m. Upshur County Public Library Board
- 06/18/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 06/18/19 6:30 p.m. Upshur County Fire Board, Inc.
- 06/25/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 06/12/19 7:00 p.m. Ellamore VFD
- 06/19/19 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 08/15/19 2:00 p.m. Upshur County Farmland Protection Board
- 06/26/19 10:00 a.m. James W. Curry Advisory Board
- 06/24/19 6:00 p.m. Upshur County Fire Fighters Association
- 06/12/19 6:00 p.m. Buckhannon River Watershed Association - WVWC
- 06/14/19 11:00 a.m. Region VI Local Elected Officials – Taylor County
- 06/24/19 10:00 a.m. Mountain CAP of WV, Inc., a CDC

4. Appointments Needed or Upcoming:

- a. Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/19 – 6/30/2021 County Rep.)
- b. Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/19 – 6/30/2021 City Rep.)

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Tabled Items

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

Next Regular Meeting of the Upshur County Commission  
June 27, 2019 --- 9:00 a.m.  
Upshur County Courthouse Annex

**\*\*The regularly scheduled Commission Meeting on June 20, 2019 is CANCELLED due to the Courthouse being closed in observance of West Virginia Day\*\***



<b>CHANGE ORDER</b>					
Date:	June 6, 2019		Change Order No:	1	
To:	Upshur Co. Commission 91 W. Main Street, Suite 101 Buckhannon, WV 26201		Project:	Upshur Co. Commission Courthouse Dome Cleaning & Pigeon Spike Installation Buckhannon, WV	
ITEM	DESCRIPTION			AMOUNT	
1	Provide labor and equipment to patch holes in the dome, install 45 LF of angle trim on front of dome and touch up painting on the dome. All material to be provided by Upshur Co. Commission.			\$11,120.00	
			Amount This Change Order	\$11,120.00	
			Orginal Contract Amount	\$45,000.00	
			Previous Approved Change Orders	\$0.00	
			Revised Contract Amount	\$56,120.00	
TKS Contracting, Inc.			Upshur County Commission		
Signature: <i>Ashlee West</i>			Signature: _____		
Title: Project Manager			Title: _____		
Date: June 6, 2019			Date: _____		



May 29, 2019

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

**Re: Approved Funding – \$3,275.00**  
Court Security Grant Funds  
Project Number: 19-CSF-20

Dear Commissioner Nolte:


Congratulations on your recent award for a Court Security Fund Grant Award (CSF). Enclosed you will find:

- A Contract with Attachment A (copy of completed application);
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; and,
- A sample resolution.

To formalize your acceptance of this grant award, please sign the contract, certification and affect a resolution (if necessary) and return the **originals** to this office by June 17, 2019.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, extension 53313 or via email at [tammy.j.lemon@wv.gov](mailto:tammy.j.lemon@wv.gov). I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

  
Tammy J. Lemon  
Criminal Justice Specialist II

TJL:bjw  
c: Tabatha Perry (*all attachments*)  
Grant File (*all attachments*)  
Enclosures



**GRANT CONTRACT AGREEMENT**

**BETWEEN**

**WV DIVISION OF JUSTICE AND COMMUNITY SERVICES**

**AND**

**Upshur County Commission**

**Project Number - 19-CSF-20**

This **AGREEMENT**, entered into this **17th day of May, 2019**, by the Director of the WV Division of Justice and Community Services, hereinafter referred to as "DJCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

**WHEREAS**, DJCS is the recipient of Court Security Grant Funds, and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds for **The funds will be used to upgrade the Upshur County Courthouse Security Plan**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2019** and shall continue those services/activities until **June 30, 2020**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.



5. In consideration of the services rendered by the Grantee, the sum of up to **\$3,275.00** shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds once per month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

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

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

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**Samuel Nolte, President**  
**Upshur County Commission**

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**Joseph C. Thornton, Director**  
**WV Division of Justice and Community Services**

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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

## RESOLUTION

Whereas, three thousand two hundred seventy five dollars (\$3,275) in court security grant funding was set aside by the West Virginia Division of Justice and Community Services for the Upshur County Commission to undertake the following project: to upgrade the Upshur County Courthouse Security Plan and,

Whereas, the Upshur County Commission has applied for funding through the West Virginia Division of Justice and Community Services; and,

Whereas, the Division of Justice and Community Services requires that a local government unit enter into a contractual agreement to receive and administer grant funds.

Now, Therefore Be It Resolved, the Upshur County Commission hereby authorizes Samuel R. Nolte, President of the Upshur County Commission, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the WV Division of Justice and Community Services.

Date: June 13, 2019

Samuel R. Nolte, President

Signed: \_\_\_\_\_  
Samuel R. Nolte, President

Attest:

\_\_\_\_\_  
Carol J. Smith, Clerk of the County Commission



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

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

West Virginia Division of Justice & Community Services  
1124 Smith Street-Suite 3100  
Charleston, West Virginia 25301-1323

**1. LAWS OF WEST VIRGINIA:**

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by DJCS, regardless of the original funding source. This grant is on a "**REIMBURSEMENT ONLY**" mechanism.

**2. LEGAL AUTHORITY:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.

**3. RELATIONSHIP:**

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

**4. COMMENCEMENT WITHIN 60 DAYS:**

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to DJCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date. The Division has the right to cancel the contract and deobligate the funds.

**5. OPERATIONAL WITHIN 90 DAYS:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and deobligate the funds.

**6. SUSPENSION OF FUNDING:**

By accepting this award the grantee agrees that DJCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the DJCS High Risk Assessment; or
- Other cause shown.

**7. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies or if reports are more than 60 days late the money for that month is forfeited and MAY NOT be recouped;
- Cancellation, termination or suspension of the contract, in whole or in part; or,

**40. IMMIGRATION AND NATURALIZATION VERIFICATION:**

The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

**41. POLITICAL ACTIVITY:**

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

Please reference West Virginia Code § 29-6-20 for state restricted activities.

**42. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:**

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).

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

**Authorized Official:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_





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

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

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## CERTIFICATION FORM

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

#### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe.            | <input type="checkbox"/> Recipient is a medical institution.                 |
| <input type="checkbox"/> Recipient is a nonprofit organization.   | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that \_\_\_\_\_ [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Print or Type Name and Title

Signature

Date

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

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

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

\_\_\_\_\_ [organization],  
\_\_\_\_\_ [address].

Print or Type Name and Title

Signature

Date

#### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

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

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

Print or Type Name and Title

Signature

Date



**COURT SECURITY FUND**

**ITEMIZATION OF FUNDS  
BY CATEGORY  
PAGE 2**

112

**Applicant:**

**Local  
Matching  
Funds**  
(If Applicable)

**Grant Funds  
Requested**

**Approved  
(DJCS Use Only)**

**Personnel/Contractual**  
UNALLOWABLE

**NO MATCH  
REQUIRED**

**\$0**

**\$0**

**Travel/Training**  
UNALLOWABLE

**\$0**

**\$0**

**Equipment**  
(ITEMS COSTING MORE THAN \$5,000)

Mobile Radios

- 6 Portable Multi-band Radios

**\$39,574**

**\$0**

Tasers

- 6 Non-lethal Tasers

**\$10,902**

**\$0**

**Other**

- 1 Surveillance Camera for Elevator
- Shatterproof Glazing for Annex Doors  
(Front and Foyer) and Courthouse  
Exterior Doors

**\$1,175**

**\$1,175**

**\$2,100**

**\$2,100**

**Total Local Funds**

**\$0**

**Total Grant Funds**

**\$53,751**

**\$3,275**

**Total Approved Project**

**\$3,275**



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COURT SECURITY FUND		BUDGET SUMMARY	
		PAGE 3	
Applicant: Upshur County Commission		Federal Employer Identification Number: 55-6000406	
Category	Court Security Funds (A)*	Matching Funds (if applicable) (B)	Total Funds (A + B)
Personnel/ Contractual	-0-		
Travel/Training	-0-		
Equipment	\$0	\$0	\$0
Other	\$3,275	\$0	\$3,275
Total Budget	\$3,275	\$0	\$3,275

\* Total of column A shall be placed in the space on page one for Grant Funds Requested.

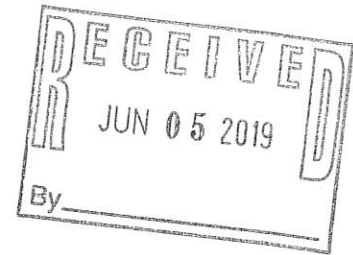
All funds must be rounded to the nearest whole dollar.



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May 30, 2019

Upshur County Commission  
Attn: Carrie Wallace  
91 West Main Street, Room 101  
Buckhannon, WV 26201



Subject: Upshur County Support Contract Renewal

Dear Carol,

I am writing to inform you about the renewal of our Support Contract for your computer systems.

Our staff is committed to providing you with the highest level of Support Services available at the lowest possible cost.

Please help us by taking a moment to fill out the attached questionnaire regarding our services. Your feedback helps us provide better service.

Please return the survey with two signed copies of the enclosed contract to the attention of Sandra Stewart, Director of Contracts, Global Science & Technology Inc., 2000 Green River Drive, Suite 100, Fairmont, WV 26554. A self-addressed manila envelope is included in this package for your convenience. One copy of the fully executed contract will be returned for your records.

Please feel free to call me if you have questions or comments at 304.534.3218 Ext. 115.

Sincerely,

Cannon Wadsworth  
Director State Programs

Enc: 2 copies 2019-2020 Support Contract  
2018/19 Performance Survey



GLOBAL SCIENCE & TECHNOLOGY, INC.

**UPSHUR COUNTY**

**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**COURTHOUSE NETWORK SUPPORT,  
ADMINISTRATION  
&  
CONSULTING**

**July 1, 2019**

Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554



Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2019	Courthouse Network Support Services Contract
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## COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Upshur County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Upshur County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Upshur County Commission and Contractor do mutually agree as follows:

### (1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Upshur County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

#### 1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: July 1, 2019 to June 30, 2020.

#### 1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.UPS., assigned by GST to this project will be submitted on all invoices.

#### 1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Upshur County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Upshur County Commission
38 W Main Street, Room 302
Buckhannon, WV 26201

Payment of said invoices shall be contingent upon approval by the Upshur County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Upshur County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

## 2.0

### **Scope of Work:**

GST's staff will work in coordination with the Current County Administrator or a representative designated by the County.

GST support personnel will be responsible for the following items:

- A. Implement and maintain standardized anti-virus software on all computers, laptops, and servers designated by the county and inventoried by GST for support.
- B. Implement network settings/security on all computers to insure optimum performance and security.
- C. Install/maintain any/all wireless or other communications equipment to allow all offices to communicate effectively.
- D. Assist designated Courthouse offices with technology purchases at the request of each office. Including PC's, Printers, Custom Software, Network Switches, Routers, etc.
- E. Per County's request, assist staff with any/all vendor technology purchase decisions. We will attend on meetings County deems appropriate.
- F. Provide unlimited Desktop, Laptop, Server support via phone or on-site support for software that is currently supported by applicable software vendors. There are no charges for phone or site support.
- G. Provide consulting for Geographic Information Systems (GIS) plans and implementation.
- H. Provide consulting/support for any Emergency Services/E-911 technology requirements.
- I. In the event the County wishes to add equipment at the Courthouse, Courthouse Annex, or facilities owned by the County the equipment must be inspected by GST to determine the additional cost associated with supporting the added equipment.

### **Items to be covered in GST's Maintenance/Administration Contract**

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

#### Network Electronics & Cabling

- Cabling – Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers. GST will isolate Electronics problems to the equipment and will work with the manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.
- LAN (Local Area Network) Connection – Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection – GST will troubleshoot with WVNET to determine and help fix Wide Area Network problems.



Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2019	Courthouse Network Support Services Contract
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- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers – GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers – GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty. Working on Printers in warranty may void the manufacturer's warranty.

#### Workstation Software

- GST will support the desktop Operating Systems for each PC that has a supported version of a Microsoft Desktop Operating System.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office Suites under current support by Microsoft.

#### Server Software

- GST will support Microsoft's Server Operating Systems that remain under support by Microsoft.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, and virus protection.

#### Network Planning

- GST will inform the county of any necessary updates that will affect the operation of your network. We have installed Windows Service Packs into your Courthouse network from our Fairmont facility in the past. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented. Any upgrades requiring purchase will be recommended.

#### Antivirus Protection

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

#### Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

#### **Schedule:**

Work will commence upon execution of this contract.

#### **Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be



Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2019	Courthouse Network Support Services Contract
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invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Monthly Total
July 2019	(2-3) Network Engineers	\$1,790.00
Aug 2019	(2-3) Network Engineers	\$1,790.00
Sept 2019	(2-3) Network Engineers	\$1,790.00
Oct 2019	(2-3) Network Engineers	\$1,790.00
Nov 2019	(2-3) Network Engineers	\$1,790.00
Dec 2019	(2-3) Network Engineers	\$1,790.00
Jan 2020	(2-3) Network Engineers	\$1,790.00
Feb 2020	(2-3) Network Engineers	\$1,790.00
Mar 2020	(2-3) Network Engineers	\$1,790.00
Apr 2020	(2-3) Network Engineers	\$1,790.00
May 2020	(2-3) Network Engineers	\$1,790.00
June 2020	(2-3) Network Engineers	\$1,790.00

Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning July 1, 2019 and concluding June 30, 2020.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

**(3) STANDARD TERM AND CONDITIONS**

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2019	Courthouse Network Support Services Contract
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### 3.1 Notices

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

<b>If to Customer:</b>	<b>If to Contractor:</b>
Upshur County Commission Attn: County Administrator 38 W Main Street, Room 302 Buckhannon, WV 26201	Global Science & Technology, Inc. WV Division 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra Stewart

### 3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

### 3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written





summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### **3.4 Assignments and Contracts**

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### **3.5 Task Assignments**

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### **3.6 Limitation of Liability**

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### **3.6.1 Indemnification**

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### **3.6.2 Infringement Indemnity**

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.



### **3.7 Intellectual Property Rights and New Technology and Data Rights**

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### **3.8 Customer Provided Equipment, Tools, and Materials**

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### **3.9 Non-Waiver of Rights**

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### **3.10 Validity**

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

### **3.11 Disputes**

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

Upshur County Commission Basic Ordering Agreement (BOA) July 1, 2019	Courthouse Network Support Services Contract
--	--



1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### **3.12 Entire Agreement**

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### **3.13 General Relationship**

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### **3.14 Applicable State Law and Compliance**

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

### **3.15 Order of Precedence**

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work



Upshur County Commission  
Basic Ordering Agreement (BOA)  
July 1, 2019

Courthouse Network Support Services Contract



In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**UPSHUR COUNTY COMMISSION**  
(Customer)

**GLOBAL SCIENCE & TECHNOLOGY, INC.**  
(CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SANDRA K. STEWART**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

**DIRECTOR OF CONTRACTS**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



From: "Rebecca Phillips" <ucemsofficemanager@yahoo.com>  
To: "Tabatha Perry" <trperry@upshurcounty.org>  
Subject: ETAB  
Date: 6/11/2019 12:06:59 PM

It is the understanding of the Upshur County Emergency Squad that our ETAB representative, Susie McKisic's, term expires June 30, 2019. It is our desire that she continue on in this position. If you have any questions, please do not hesitate to contact me. Thank you for submitting this request to the Upshur County Commission on our behalf.

Sincerely,

Gloria Burr, UCEMS, Inc.  
Director

From: "Gaidian Adams" <gnadams3@stu.k12.wv.us>  
To: "trperry" <trperry@upshurcounty.org>  
Subject: West Virginia Day  
Date: 6/10/2019 10:29:08 PM



June 10<sup>th</sup>, 2019

Upshur County Commission

Sam Nolte, President

38 West Main Street

Buckhannon, WV 26201

Dear Commissioners,

It's time to celebrate West Virginia's 156<sup>th</sup> birthday on June 20<sup>th</sup>, 2019. As members of the Upshur County Republican Executive Committee, we would love to celebrate our beautiful states birthday. Our state deserves all the recognition and glory it can receive. The celebration will be placed on June 20<sup>th</sup>, 2019, beginning at 4-6PM on the Courthouse Plaza.

If possible, we would like the use of two tables and ten chairs. We will also have the liability insurance for this day.

Thank you in advance.

Sincerely,

Patty Adams, Chairman

Upshur County, Republican Executive Committee

304-704-9250

[Patadams1942@yahoo.com](mailto:Patadams1942@yahoo.com)



INTEROFFICE MEMORANDUM

---

TO: Upshur County Commission  
FROM: Tabatha Perry, Assistant Administrator *TRP*  
SUBJECT: Employment of B-U Recreational Facility employee  
DATE: June 10, 2019  
CC: Debra Hull, County Bookkeeper  
Hannah Lively, BU Recreational Park Facilities Director

---

Commissioners,

I would like to request the seasonal employment of Elizabeth O'Neill to be utilized in the concession stand at the Buckhannon-Upshur Recreational Facility. Upon approval, Ms. O'Neill will begin work on or around Sunday, June 16, 2019 and will receive the hourly wage of \$8.75. Seasonal employment at the facility ends on or around August 17, 2019.

# Upshur County Sheriff's Office

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**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

June 10, 2019

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

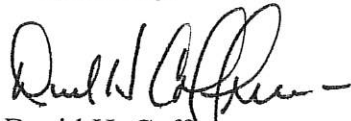
Dear Commissioners:

I am requesting the temporary seasonal employment of Crystal Linger as Tax Deputy. She will be covering shifts during tax season and will not work more than 1-2 days per week.

With your approval, Mrs. Linger will begin employment on June 17, 2019 and conclude employment on September 30, 2019.

Thank you for your consideration and support.

Respectfully,



David H. Coffman  
Sheriff  
Upshur County

# Upshur County Sheriff's Office

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**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

June 13, 2019

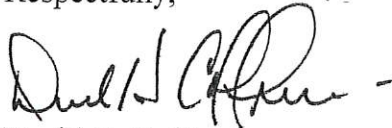
Upshur County Commission  
Upshur County Administrative Annex  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

Dear Commissioners:

After the proper advertising, testing and interviewing of applicants for the part-time positions of Court Security, I respectfully request your approval of Richard R. Gordon and Mark A. Cunningham to fill these positions. A background check has been completed for both applicants.

With your approval, Mr. Gordon and Mr. Cunningham will begin employment on July 1, 2019. Their rate of pay will be \$11.00 per hour for 19.5 hours per week.

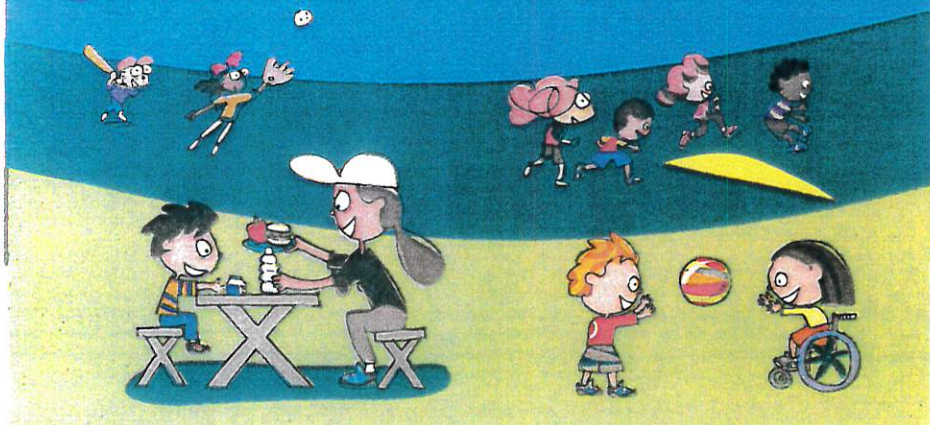
Respectfully,



David H. Coffman  
Sheriff  
Upshur County



# Summer Food Rocks!



## UPSHUR COUNTY SUMMER FOOD SERVICE PROGRAM

JUNE 3<sup>rd</sup>—JULY 26<sup>TH</sup>  
MONDAY—FRIDAY

\*No Service June 20<sup>th</sup> & July 4<sup>th</sup>

With summer right around the corner, Mountain CAP of WV, Inc., a CDC announces their sponsorship of the federally funded Summer Food Service Program.

Both breakfast and lunch are FREE to ALL children, ages 18 years and under, during the summer as part of the USDA Summer Food Service Program. There are no income requirements or registration.

Meals will be served at the following sites June 3<sup>rd</sup>—July 26<sup>th</sup>:

- Valley Green Apartments: Lunch 11:00am to 11:30am
- Stockert Youth Center: Breakfast 8:30am to 9:00am & Lunch 11:30am to 12:00pm
- Cleveland Avenue Park: Lunch 12:45pm to 1:15pm

Meals will be served at the following site June 3<sup>rd</sup>—July 3<sup>rd</sup>:

- Buckhannon-Upshur Middle School: Breakfast 8:30am to 9:00am & Lunch 12:00pm to 12:30pm

Meals will be served at the following sites June 10<sup>th</sup>—July 16<sup>th</sup>:

- Buckhannon Upshur High School: Breakfast 8:30am to 9:00am & Lunch 11:30pm to 12:00pm

26 N Kanawha Street  
Buckhannon, WV 26201  
Telephone : 304-472-1500  
Fax : 304-472-9064



An Equal Opportunity Employer and Lending/Housing Provider



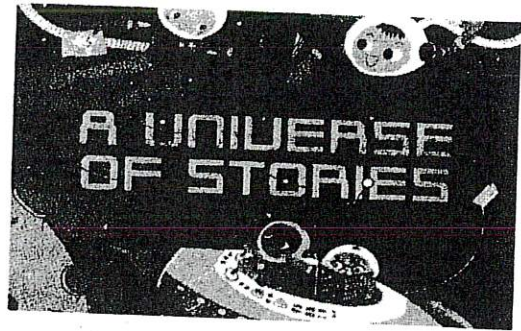
Questions?  
Contact April  
@ 304-472-3391

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Join the  
Buckhannon-Upshur  
Chamber of Commerce  
for a Grand Re-Opening Celebration  
and Ribbon Cutting  
on Thursday, June 13th  
at Noon at  
In & Out Tire!  
11 S. Spring Street  
Refreshments will be served.  
Be sure to sign up for the raffle drawings!

**Join us for**



**Upshur County Public Library's  
Summer Reading Program for  
all ages and abilities**

**July 1<sup>st</sup> -31<sup>st</sup>**

**The free program includes:**

- **Weekly Reading Challenges**
- **Grand Prize Drawings**
- **STEM & STEAM activities for children**



**Contact the library at  
304-473-4219 for more  
information.**



# Upshur County Foster Care/ Adoption Support Group

**Kick-off party**

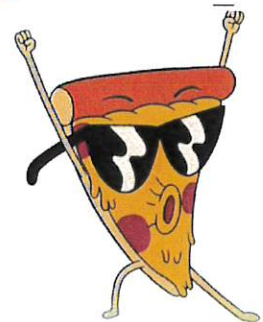
**Tuesday, July 2nd from 6pm 8pm**

**Upshur County Pool**



This new support group is for anyone from those thinking about fostering/adopting, to newbies in the system, to veterans who have fostered for years or have adopted.

Any county welcome. Questions? Call or email the Upshur County FRN at 304.473.1051 or [upshurfn@yahoo.com](mailto:upshurfn@yahoo.com)



**This is a free, fun, family event with pizza, drinks, snacks, and fun!**





# ELKINS ROAD PUBLIC SERVICE DISTRICT

## Agenda

<b>Meeting</b>	Regular Monthly Meeting	<b>Start Time</b>	5:30 PM
<b>Date</b>	Tuesday, June 4, 2019	<b>Place</b>	P.S.D. Office 4536 Old Elkins Rd, Buckhannon

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Meeting Called to Order by Chairperson	5:30 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Sharon Burr;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - May 7, 2019 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for June/bal of May Invoices	Vote

### ITEMS FOR DISCUSSION

PSD Truck Policy	Vote
Review and approval	

Budget FY 2019 - 2020	Vote
Review and approval	

Phase III Extension Project Update	Vote
Invoice payment approval	
Update on Project	
Pre-Const Sign Ups	
Easements/Right of Ways	
Gas Line Relocation Status	

### Maintenance Report

**Personnel**  
Billing Clerk Retiring - Discuss Advertising Position

**Date & Time of July 2019 Meeting** - Tuesday, July 2, 2019 @ 5:30 pm

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

Rough Draft Prepared by Office Manager May 21, 2019  
Prepared by Board Chair and Office Manager May 29, 2019  
Posted and Available to the Public on May 31, 2019

# ***Buckhannon-Upshur Airport Authority Agenda***

***Buckhannon-Upshur Airport Authority-W22 Terminal Building***

***Thursday, June 13, 2019 at 4:00 pm***

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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Bill Thomas, President
  - Treasurer's Report – Phil Loftis, Treasurer
  - Secretary's Report – Rich Clemens, Secretary
    - Rack Cards – Distribution at Conference
    - 17th Annual WV Aviation Conference – August 4-6 Glade Springs
  - Engineering Reports – Chapman/Technical
    - Veritas Application for Payment No. 7
    - FAA Outlay Request No. 7
    - WVAC Outlay Request No. 6
  - Operations – Jamie Wilt, Jennifer Powers
    - Fuel Prices/Inventory
    - USDA Oral Rabies Vaccine Bait Distribution – End of August
    - Corey taking the old steps from the trailer.
    - Corey is scheduled to attend the Shell QC class at Charlotte NC June 17-21.
    - Upshur County Special Olympics, \$100
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Treasurer's Report
  - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
  - New hangar space requests/applications/updates
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment



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# Notice of Meeting

\*\*\*\*\*

for

## Upshur County Fire Board, Incorporated

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

**Location:** Upshur County Administrative Annex, Suite 101, 91 W. Main Street

**Date:** Tuesday, June 18, 2019

**Time:** 6:30 p.m.

### AGENDA

Call Meeting to Order

Approval of Minutes---May 21, 2019

Public Questions/Comment Period

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

- Cumulative report
- 2019 Fire Fees

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 5/31/2019---\$75,474.13
- Disbursement from Chief Tax Deputy for May---TBD prior to meeting

Payment of Bills/Invoices

- Software Systems---Invoice# 32758---Maintenance Charge May---\$216.00
- Hart Office Solutions---Invoice# 186222---Billing period- 5/20/2019-8/19/2019---\$148.84
- Upshur County Commission---Reimbursement---Attorney Fee---4/4/2019---\$84.00

Tabled Item: WVCorp

Review and Approval of Corrective Tickets and Exonerations

Other Items/Matters to Consider

Date of Next Meeting---July 16, 2019---Adjournment

## HODGESVILLE PSD MONTHLY MEETING

May 7th , 2019

4:00PM

The regular monthly meeting of the Hodgesville PSD was called to order at the District Office at 188 Fayette St. Buckhannon WV on the above date and time.

In attendance were Robert Wright, Chairman; Roger Ward, Secretary; Howard Cutright, Member; Terry Gould, Manager; Barbara Curry, UBS, Inc.

The reading of the April 2, 2019 minutes were read and approved.

Terry Gould presented the monthly financial reports and bills to be paid. A motion to pay bills by Robert Wright, seconded by Howard Cutright.

The monthly billing and accounts receivable were reviewed by all members.

The Board reviewed the shut offs for past due payments for the month of April 2019.

Credit memos for the month of April 2019 were reviewed and approved.

Terry Gould discussed the following topics:

\*Civil Rights Compliance Audit to be conducted by the USDA on May 15th here at the Board office. Will report how that turns out at next month's meeting.

\* WV State Auditors Office is now monitoring PSD audits.

\* Motion by Robert Wright and seconded by Roger Ward to move Hodgesville banking to First Community Bank. First Community has been very helpful with funding in our times of dire need.

\*Hodgesville PSD had to answer the violations issued by the Department of Health in regards to the inspection by Seth Meyers by May 4th 2019. The fencing and road to the Shumaker Tank will need to be completed by September 1, 2019. Hodgesville will need to obtain a loan for this improvement.

\*Motion by Roger Ward and seconded by Howard Cutright to increase First Community Bank loan to \$25,000. This will help our cash flow due to the Hackers Creek leak causing

the high water and repair bill received.

\*The Board approved the increase in Rockie Nottingham's bill.

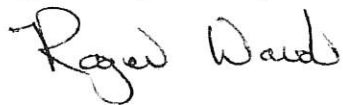
\*Received a call from Jeanette Frederick, a customer on Turkey Run. She reported that the State had cleaned the ditches and there was quite a bit of water lying in the ditches. Ringers were called to investigate.

Department of Highways cut the water line at Bob Stells on the Buckhannon Mountain Rd. Ringers were called to repair.

\*The Board reviewed the telemetry for the past month. There is much improvement after fixing the leak at Hackers Creek. Hope to see improvement in our city water bill.

There being no further business to discuss the meeting adjourned @ 4:45pm.

Roger Ward, Secretary

Handwritten signature of Roger Ward in black ink.



Elkins Road Public Service District  
Board of Directors' Regular Meeting  
May 7, 2019

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The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Thursday, May 7, 2019.

Chair, Carey Wagner, called the meeting to order at 5:30 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas, Billing Clerk-Absent, System Operator-David Wamsley

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

Recognize that four (4) customers were present.

#### **APPROVAL OF MINUTES**

Minutes of April 4, 2019 Regular Monthly Meeting were presented for approval. Sonny Matthews moved to approve the minutes of the meetings as presented. Larry Heater seconded the motion. Motion carried

#### **APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE**

Carey Wagner presented the Financial Report. Sonny Matthews made a motion to approve the financial report and pay the bills to date. Larry Heater seconded the motion. Motion carried

#### **WVCORP RENEWAL PROPOSAL**

Carolyn Douglas presented the Board with the WVCORP 2019-2020 Renewal Proposal. Sonny Matthews made a motion to approve the renewal. Larry Heater seconded. Motion carried

#### **MISCELLANEOUS**

Mr. Robert Allen attended the meeting to inquire about getting a water line to provide water to the Calvary Chapel Mountain Highlands Church; which is going to be built off the Fallen Road. Discussion followed on how many feet of water line would be required, the size of the water line needed now and for future use plus the cost involved. Mr. Allen made notes about the different options available and said he would be getting back to the Board in the near future. A copy of Water Rule 5.5 will be mailed to Mr. Allen for his review.



Elkins Road Public Service District  
Board of Directors' Regular Meeting  
May 7, 2019

**PHASE III EXTENSION PROJECT**

Region VII submitted for approval/signature a Request for SCBG Funds # 12 to pay several Chapman invoices. **Sonny Matthews made a motion to approve the request. Larry Heater seconded. Motion carried**

Carolyn Douglas brought the Board up to date on the Phase III Extension per the phone conference earlier that day. It was established that we only need 45 easements/right of ways instead of 50, discussion followed on the fact that we have 34 of 36 needed. Since Carey and myself have made many attempts to contact the remaining people about these easements/right of ways with no success at all. Mr. David Glover, our attorney, is writing letters from his office in an attempt to get them for us. We still have to obtain two land acquisitions for our booster stations and are continuing to work with several people to get this accomplished. Next conference call is scheduled for June 4<sup>th</sup> at 2 pm.

**MAINTENANCE**

Dave Wamsley, System Operator, discussed the April Maintenance Report which he had prepared for the meeting. Several taps were installed in April and a major leak was repaired. However, unaccounted for water loss continues to be a problem for our system. Discussion followed on the upcoming Sanitary Survey and what preparations were being made to accommodate Seth Myers from Craig Cobb's office, who is the person coming to conduct this survey.

There being no further business, **the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 6:34 p.m.**

The next regular monthly meeting will be held on Tuesday, June 4, 2019 at 5:30 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda  
Sign In Sheet  
Financial Report

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Elkins Road Public Service District  
Board of Directors' Regular Meeting  
May 7, 2019

Approved By:

		
Board Chair/Treasurer	Secretary	Board Member
Carey Wagner	Larry Heater	Sonny Matthews

Note: Recorded Meeting



For the period from May 1 to May 31, 2019						
Page 2						
Date	Check #	Payee	Pay Today	Deposit	5/14/2019	5/21/2019 5/28/2019
5/7/2019	15165	Carey Wagner	\$125.00			
		WV CoRP				
5/7/2019		WV Municipal Bond Comm. EFT	\$3,290.00			
5/7/2019		WV Municipal Bond Comm. EFT	\$4,369.89			
5/7/2019	15166	US Postmaster/Billing				
		Payroll				\$2,800.00
5/10/2019	15167	Sharon K Burr	\$589.62			
5/10/2019	15168	Carolyn S Douglas	\$939.47			
5/10/2019	15169	David M Wamsley	\$1,121.61			
		<b>Total</b>	<b>\$30,336.37</b>	<b>\$21,000.00</b>	<b>\$0.00</b>	<b>\$17,426.09 \$2,438.00 \$0.00</b>
<b>Grand total for month:</b>						
<b>\$50,200.46</b>						
<b>Note: MonPower Auto Deducts average per month is approximately: \$2,000.00</b>						
R & R Account # 4712	\$	1,000.00	\$2,793.50	Approval of Payment		
A & T Account # 4712.2	\$	565.00	\$0.00	A/P Clerk		
79 Bond R & R # 4704	\$	100.00	\$2,780.78	Bd Memb 1		
98 Bond R & R # 4720	\$	773.00	\$15,791.69	Bd Memb 2		
				Bd Memb 3 _____		
				Date _____		

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ELKINS ROAD PSD 2 - CHECK REGISTER								
For the period from May 1 to May 31, 2019								
Date	Check #	Payee	Pay Today	Deposit	5/14/2019	5/21/2019	5/28/2019	
5/7/2019	1025	Elkins Road PSD #131		\$21,000.00				
5/10/2019	1026	Elkins Road PSD #131						
5/7/2019		WV Consolidated Public Retire. EFT	\$1,025.80					
5/7/2019		Chase - 941 Deposit EFT	\$1,687.40					
5/7/2019		WV State Tax Dept. EFT	\$318.00					
5/7/2019	15144	Atlas Group LLC	\$7,486.50					
5/7/2019	15145	Sharon Burr	\$82.94					
5/7/2019	15146	Carolyn Douglas	\$22.04					
5/7/2019	15147	City of Buckhannon	\$30.91					
		City of Buckhannon				\$12,331.09		
5/7/2019	15148	C I Thornburg Co	\$2,458.00					
5/7/2019	15149	Core & Main	\$1,456.68					
5/7/2019	15150	Clarksburg Water Board	\$69.00					
		ERPSD-4712 (R&R)					\$1,000.00	
		ERPSD-4704 (R&R)					\$100.00	
		ERPSD-4720 (R&R 98 BOND)					\$773.00	
		ERPSD-4712.2 (A&T)					\$565.00	
5/7/2019	15151	Ford Motor Credit	\$582.16					
5/7/2019	15152	Frontier	\$248.49					
5/7/2019	15153	Larry J. Heater	\$125.00					
5/7/2019	15154	HREA	\$198.31					
5/7/2019	15155	Sonny Matthews	\$125.00					
5/7/2019	15156	Monpower	\$224.90					
5/7/2019	15157	Mountain State Pest Guard	\$28.75					
		Quill						
5/7/2019	15158	Rockie Nottingham, Sr	\$1,334.00					
5/7/2019	15159	Randall Osburn	\$789.06					
5/7/2019	15160	Randall Osburn	\$567.82					
		Rural Development				\$2,295.00		
5/7/2019	15161	Southern States	\$200.00					
5/7/2019	15162	Triple L Mart	\$378.11					
5/7/2019	15163	USA Bluebook	\$395.71					
5/7/2019	15164	US Cellular	\$66.20					





Upshur County Solid Waste Authority  
Board of Directors Meeting  
**MINUTES**  
**May 13, 2019**

---

Chair Joyce Harris-Thacker called the regularly scheduled meeting to order in the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 PM on May 13, 2019.

Present at the meeting were: Joyce Harris-Thacker, Mary Gower, G. Paul Richter, Jacqueline (Jackie) McDaniels and Director Burl Smith. James S. "Jay" Hollen, III, was absent. A quorum was present. There were two guests, Jeff Wamsley, Supervisor of the City of Buckhannon Waste Collection Department and Larry Clever.

Minutes of the April 8, 2019 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes by Jackie and second by Paul. Motion carried. The minutes were signed by the Chair and Director.

The Financial Report for April was presented by Burl in the absence of the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering April, 2019 were presented. The ending balances for the accounts are as follows:

- REAP Account \$ 100.00
- SWMB Account \$ 2,068.18
- Money Mkt Account \$ 19,543.97
- Operating Account \$ 12,471.22

A motion to accept by Paul and seconded by Mary. Motion carried.

**Director's Report:**

Burl Smith presented a written copy of the Director's Report for the Period from April 9, 2019 to May 13, 2019, a copy of which is attached as part of the minutes. Additionally, Burl noted that some items he had been working on will be covered under Old and New Business.

**Recognition of Guests:**

Jeff Wamsley gave an update of the activities of April Make It Shine. He said the free days for customers at the Transfer Station had 387 customers with 70.03 tons at a total cost of labor and tipping fees of \$8733.90. Jeff also commented on the monthly recycling for the City.

Larry Clever brought some samples of a napkin holder and coasters that he is making using recycled #2 plastics obtained from the City of Buckhannon. These are very colorful. The board asked if Larry might prepare something that the SWA Board might purchase as door prizes for the annual educational conference. Larry will get back with us.



**Old Business:**

- **April Make-It-Shine 2019 –Billboards, Tipping Fees, etc. --** Burl reported that all activities went well including the billboards, free day promotion, Celebration of Recycling at Crossroads Recycling Center. He reported that the billboard location on Route 33 might be improved for next year. In addition to the 387 customers and 70.03 tons on free day for City customers, Mountain State Waste had 10.52 tons collected from their customers at Banks District Fire Department.
- **Rachel's Challenge Event at BU High School, May 16<sup>th</sup> ---** Burl noted that he will have an UCSWA table at that event.

**New Business:**

- **FY 2020 WVCORP Insurance Proposal, Review and Approval –** Burl presented the proposal received from WVCORP for 2020. After Review, a motion to accept the proposal by Mary and second by Paul. Motion carried.
- **FY 2019 SWMB Budget Modification –** Burl explained that two line items required less than the approved amount and that he desired to transfer the unused money to two other line items as explained on a proposed resolution shown on Page 4 of 5 of these minutes. A motion to approve the request to the WV Solid Waste Management Board was made by Jackie and seconded by Mary. Motion carried 4-0.
- **FY 2020 WV DEP REAP Grant Application --** Burl presented a list of 5 items totaling about \$6000 for the application which will be ready for the June meeting. He asked if the board had additional items to be included. No items were suggested. This grant is due July 1, 2019.
- **FY 2020 Budget Discussion ---** Burl presented a draft budget for review and comment. The final budget is to be considered at the June meeting.
- **Upshur County Bounty Program Awards to Schools---** Burl had prepared a chart and checks for the contest for this school year. First place was Washington District Elementary, Second place was BU High School and Third place was Union Elementary. The 9 checks totaling \$1200.00 were signed and will be presented at a Principal's meeting on May 15<sup>th</sup>.
- **Recycling Coalition of WV, Inc., Request for Funding---** A letter of request for funding was presented. Last year the board funded \$175.00. A motion for \$175.00 funding by Jackie. Second by Mary. Motion carried.
- **Letter from WV PSC Concerning Board Member Appointment---** The current WV PSC appointee is Jacqueline McDaniels. Motion by Mary to recommend reappointment of Jackie to the UCSWA Board. Second by Paul. Motion carried with Jackie abstaining from voting. Burl will respond to the WV PSC by letter informing of the Board's action.

**Board Member Items:**

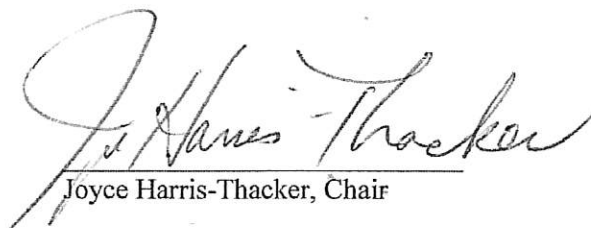
Burl requested that the Board consider a replacement for his position as Director no later than July 1, 2020. He noted that there are no problems concerning this decision.

With no further business, the meeting adjourned at 5:50 PM.

Respectfully Submitted,



Burl J. Smith, Director  
May 13, 2019



Joyce Harris-Thacker, Chair

(Original Signature Copy to be maintained in the UCSWA Office)

\_\_\_\_\_ The Director's Report is attached on Pages 5 of 5.



## RESOLUTION FOR THE MAY 13, 2019 MEETING OF THE UPSHUR COUNTY SOLID WASTE AUTHORITY

Whereas: The Upshur County Solid Waste Authority (UCSWA) was awarded a 2019 grant in the total amount of \$13,170.00 from the West Virginia Solid Waste Management Board (WV SWMB) to assist in the operations of the UCSWA; and

Whereas: The grant approved funds for –

“Director’s Liability Insurance”	\$1500.00
“Operating/Office Supplies”	\$ 500.00
“4 <sup>th</sup> Grade Field Trips”	\$ 750.00
“Educational Conference”	\$1500.00
“Advertising/Direct Mail Campaign”	\$5150.00
“Educational Conf Expenses”	\$1500.00
“Recycling Blue Bins”	\$3770.00;

Whereas: The amount needed for the “Educational Conference” is less than the approved amount by \$149.00;

Whereas: The amount needed for the “4<sup>th</sup> Grade Field Trips” is less than the approved amount by \$ 74.95;

Whereas: The amount needed for the “Director’s Liability Insurance” is actually \$138.00 more than the approved amount;

Whereas: The amount needed for the “Advertising/Direct Mail Campaign” is actually more than \$ 85.95 above the approved amount;

Be it resolved that UCSWA requests of the WV SWMB:

- That \$149.00 be taken from the “Educational Conference” line item; and
- That \$74.95 be taken from the “4<sup>th</sup> Grade Field Trips” line item; and
- That \$138.00 be applied to the “Director’s Liability Insurance” line item; and
- That \$ 85.95 be applied to the “Advertising/Direct Mail Campaign” line item.

This resolution was read and adopted by the Upshur County Solid Waste Authority at its regular monthly meeting on May 13, 2019, which meeting was properly noticed in accordance with the Open Governmental Proceedings Act and at which a quorum was present.

Motion to Adopt was made by \_\_\_\_\_ and a second by \_\_\_\_\_. The motion passed \_\_\_\_\_.

Signed by:

\_\_\_\_\_  
Joyce Harris-Thacker----Chair





# UPSHUR COUNTY SOLID WASTE AUTHORITY

## DIRECTOR'S REPORT---Burl Smith

Period from April 9, 2019 to May 13, 2019

### Activities include:

- Prepared and distributed by email the minutes of the 24/8/19.
- Checked [upshurwa@yahoo.com](mailto:upshurwa@yahoo.com) email daily.
- Checked mail at Post Office 2 or more times per week.
- Received email of Direct Deposit to Operating Account of SWMB Assessment check (\$1513.96) on 4/17/19. I made a copy of the notice and put in file.
- No Upshur County Magistrate Court checks during this time period.
- Received monthly bank statements on the four accounts and reconciled balances. Everything is okay for April, 2019. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current Grants.
- Prepared checks for payment of bills.
- Cleaned office.
- Prepared Agenda and meeting package for the regularly scheduled 5/13/19 meeting. Posted Agenda on the office window and emailed to UCSWA Board, Upshur County Commission, press, etc. Also, posted the meeting notice on the WV Secretary of State's office meeting notice website.
- Pickup of litter at Crossroads Recycling Center was twice this month.
- Celebration of Recycling at Crossroads Recycling Center. This was conducted on 4/12 & 4/13/19 with help of City. Many contacts were made and grocery totes and bluer recycling bins were distributed.
- Received and prepared WVCORP director's insurance for review and acceptance at May meeting.
- Made contacts and prepared check for 7 campers to Junior Conservation Camp.
- Bounty Program. Received totals from City and did calculations for awards to the 9 County Schools. Prepared checks for signature. Arranged to present them at the Principal's meeting at 9:00 AM on 5/15/19.
- Worked on FY 2020 UCSWA Budget.
- Began work on FY 2020 REAP Grant.
- Mailed FY 2020 SWMB Grant Application.
- Gave Recycling presentation to Mt Cap at Tennerton on 4/23 at 9:30 AM
- Gave Recycling Center Tour for two Headstart classes on 4/23 at 10:15 and 11:00.

*Thanks---Burl*



**Upshur County Family Resource Network  
General Membership Meeting  
April 8, 2019  
Meeting Minutes**

**Board Members present:** Joseph Reed, Tonya Kittle, Kristie Tenney, Susan Duranti, Jodie Akers, Addie Helmick, Jodi McQuillan, and Tina Helmick.

**Board Members not present:** Matt Kerner, Debora Brockleman (present for board meeting), Phyllis Sembello, Angel Harvey and Alicia Rapking.

• **Community Members present:** Carol Bush, River Hedrick, Amanda Hayes, Beth Rogers, Danielle Torrez, Angie Hinchman, Delora Kittle, Sarah Sienkiewicz, Lori Hagi, Laura McDaniels, Stephanie Adams, Danielle Ervin, Emma Rexroad, and Elizabeth Corder.

**Opening/Invocation:** Board Chair, Joseph Reed, opened the meeting. Addie Helmick provided our invocation.

**Introductions:** Introductions were made around the room, each sharing his or her group affiliation where appropriate. As we introduced ourselves, we noted someone who's been influential in our lives.

**FRN Director's Report:** Lori noted upcoming events: April 5<sup>th</sup> was Wear Blue Day but it is observed every Friday in April; April 10<sup>th</sup> at 12:00 noon City Flag Raising and proclamations; April 25<sup>th</sup> Children's Memorial Flag Day luncheon at 12:00 noon at Chapel Hill UMC (can anyone help set up and clean up?); May 7<sup>th</sup> from 6-8 pm at PSC will be "Fostering Hope", an open house co-sponsored by Mission WV and Upshur FRN, and will include WIC, WVBTT, HAPI, and other agencies, along with a kids corner and present or former foster parents; May 16<sup>th</sup> will be Rachel's Challenge at BUHS; PIP Team will again be in the Junior Royalty Parade the evening of May 16<sup>th</sup>.

We will soon have a display board on child abuse at the courthouse annex. Pinwheels have been distributed to all schools but a few, as well as to libraries and Head Start. The community baby shower held March 16<sup>th</sup> went well. We served more families yet spent less PIP monies than in the past.

**Guest Speaker:** No one this month.

**Information Sharing:**

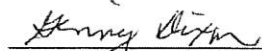
- **Jodi McQuillan, HAPI program,** provided brochures and shared that they got re-funded, which will enable them to expand their fatherhood program. Also, they are adding Lewis County to those counties they serve; Lewis had RFTS but now have HAPI.
- **Jodie Akers** shared that on Thursday, August 8<sup>th</sup>, Upshur County Schools will present their first annual Handle with Care conference from 8am-4pm at B-U High School. Its main focus is on trauma response. CEUs will be available. Cost is \$50 for those outside the school system, and will include 16-18 different sessions. Let Jodie know if you want to be an exhibitor. Jodie also noted that they have an MOU with Mountain CAP's CAC to hire 2 social workers and 1 trauma therapist. Lastly, on March 20<sup>th</sup> the school system had a full scale function exercise at BUMS, in which there were over 400 participants.

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- Jeff Harvey's agency (JH Consulting) led them in this (simulated) violent intruder drill.
- **Tina Helmick** shared that things are running smoother at DHHR since Winter is over. They have had some staff turnover. She suggested giving her name to anyone looking for a start in social services. Tina also named Heather Mullens as the child welfare consultant for foster care and adoption in Region 3.
  - **Danielle Torrez** shared that she is a Children's Mobile Crisis Specialist with ACHC and covers Barbour, Randolph, Tucker and Upshur Counties. They are trying to reach children as early as possible.
  - **Lori Hagi** shared her relief that income tax season is over! This year, Mountain CAP served over 300 tax clients. Lori is now available to do budgeting (any age) or Get a Life with young adults. There are a couple job postings by Mountain CAP.
  - **Laura McDaniels** shared that she works in child abuse prevention through Mountain CAP's CAC, providing Stewards of Children, a 1 ½ hour free program.
  - **Carol Bush** told us that the WV headquarters for the 2020 census is in Beckley, and they are now hiring workers.
  - **Kristie Tenney** shared some news from the Upshur County Commission. They recently educated eighth graders on what the CC is and what they do. Also they participated in a statewide essay contest on what the County Commission means to you, with cash awards to both students and to schools for winning essays. Kristie also shared that the Upshur County Pool has received some upgrades.

Our next meeting will be May 13, 2019 at 12:00 noon.

Respectfully submitted,



Ginny Dixon, Administrative Assistant  
Upshur County FRN



Board Member



Board Member





**Upshur County Family Resource Network  
General Membership Meeting  
May 13, 2019  
Meeting Minutes**

**Board Members present:** Addie Helmick,

**Board Members not present:** Tina Helmick, Jodie Akers, Tonya Kittle, Dr. Joseph Reed, Matt Kerner, Debora Brockleman, Jodi McQuillan, Susan Duranti, Phyllis Sembello, Angel Harvey, Kristie Tenney, and Alicia Rapking.

**Staff:** Lori Ulderich Harvey and Ginny Dixon.

• **Community Members present:** Crystal Replogle, Beth Rogers, Angie Hinchman, Stephanie Adams, Deanna Palmer, Delora Kittle, Mary Blake, Megan Shafer, Danielle Torrez, Carol Bush, Rita McCrobie, Suree Sarceno, and Emma Rexroad.

**Opening/Invocation:** FRN Director, Lori Harvey, opened the meeting. Rita McCrobie provided our invocation.

**Introductions:** Introductions were made around the room, each sharing his or her group affiliation where appropriate.

**FRN Director's Report:** Lori reported that Paula Hinzman, a long-time DHHR employee, was awarded the Children's Champion plaque this year. Her parents were at the luncheon also to see her receive the award. The month of April was rather scattered for most people, with flag-raising, distribution of pinwheels, proclamations, the luncheon, etc. All 3 libraries (UCPL, Gibson, and Curry) received books on child abuse prevention, which become a part of their inventory after being on display for the month. This year was the second year we purchased books for that purpose. On May 7<sup>th</sup>, the FRN and Mission WV held Fostering Hope, an open house event to honor foster care awareness month. There were several foster care/adoption agencies present as well as other support-type agencies (WIC, Birth to Three, HAPI, ACHC, RFTS, MountainHeart, NYAP). WBOY TV came, as well as representatives from the Inter Mountain newspaper and My Buckhannon (online news). Lastly, Lori asked that anyone from our PIP Team who wants to walk/"run" in the Junior Royalty parade (evening of Thursday, May 16<sup>th</sup>) to let her know. April Small (another foster to adopt mom) has offered to help.

**Guest Speaker:** Carol Bush, Partnership Specialist with the U.S. Census, provided us with a wealth of information and advocacy. She stressed the message that completing the Census is easy, safe, and very important. "It's how you get representative government." Others pointed out that having an accurate census count ties in with grant-writing also. Carol noted that they are trying to create grassroots organizations to help get the word out. Presently, hiring is going on, from the Summer to October. At the end of the year they will start advertising and in February, 2020 group housing units will be counted (colleges, prisons, nursing homes). In March 2020 there will be a rolling invitation to participate (either online, over the phone, or can request paper survey). In late May, June and July, 2020, census workers will be going door to door, and on 12/21/2020 the census will be turned in to the U.S. President. \$1,017 per person was lost during the last census (2010) because not everyone was counted. The main areas covered in census survey are ages, education levels and how many live in the household. Kristie Tenney, Upshur County Commissioner, has offered to chair a "complete count committee" and will be holding a meeting on 6/19/19 at the 88. Other points covered during Carol's presentation: There are some

“tricky populations” such as grandparents caring for grandchildren and are afraid of losing the children by providing information; there is no money for advertising; people can be registered to vote at the same time as taking the census survey. Website is [census.gov](https://www.census.gov).

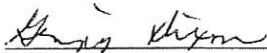
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#### Information Sharing:

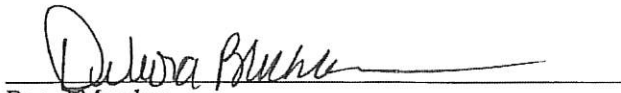
- **Lori Harvey** added to her director’s report that she’s been in touch with Sarah Campbell, director of the Upshur County Senior Center regarding a grand-families program, which some other counties are doing. Also, Lori will be starting a foster care and adoption support group, possibly holding the first one at the pool or bowling alley or a park. Also, Alicia Rapping is being sent to pastor a Methodist church in Parkersburg and Kristi Wilkerson will direct the Parish House and be on the FRN Board.
- **Beth Rogers** reported that the UCPL will hold another recruiting event for census workers on Friday, 5/24/19, from 12:30-2:30 pm. She also shared that the Summer Reading Program will include both children and adults (all ages) and will be held during the month of July.
- **Ginny Dixon** distributed flyers for Curry Library’s Summer Reading Program schedule. Lori added that librarian Judith Williams is still taking DVDs, which often brings people into their library. Ginny also passed around a basket of green bean seeds and informational cards.
- **Danielle Torrez** works with the Children’s Mobile Crisis unit for Appalachian Community Health Center. She noted a change in phone number: all calls will go through ACHC’s main number: 304-636-3232.
- **Deanna Palmer**, director of Lewis County FRN, shared that Parents as Teachers has 3 spots open in Upshur County at this time, for children with developmental delays. She also noted that [844help4WV](https://www.844help4WV.org) is accepting information from anyone regarding updates on resources.

Our next meeting will be June 10, 2019 at 12:00 noon.

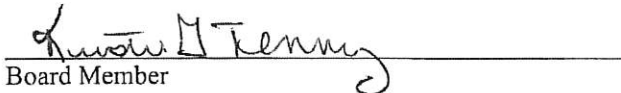
Respectfully submitted,



Ginny Dixon, Administrative Assistant  
Upshur County FRN



Board Member



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