



## Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: June 27, 2019

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:
- June 13, 2019
  - June 24, 2019 – Special Meeting
- 9:05 a.m. Patrick Marozzi, Account Executive for Advantage Technology – Company overview and review of projects Advantage Technology has provided K-12
- 9:15 a.m. Bid opening, presentation and award – Upshur County Former Jail Facility Project
- 9:30 a.m. Sheriff David H. Coffman and Lt. Paul Mark Davis – Discuss implementation of Drug Abuse Resistance Education (D.A.R.E.) program
- 9:45 a.m. Reading, approval and signature of 2019 Relay for Life Proclamation
- 10:30 a.m. Kent Leonhardt, Commissioner of Agriculture – Provide an overview of department activities and programs
- 10:45 a.m. Elissa Mills and Linda Lee White – Welcoming the Class of 1979 for their 40<sup>th</sup> class reunion Page 6
- 1:00 p.m. Court Security Advisory Board Meeting

### Items for Discussion / Action / Approval:

1. Approval and signature of Federal Aviation Administration Outlay Request Number 7 in the amount of one hundred seventy four thousand eight hundred forty five dollars (\$174,845) for the Airport Improvement Program Project No. 3-54-0039-032-2018 at the Upshur County Regional Airport in Buckhannon, WV.\* Page 7
2. Review and approval of the Weyerhaeuser Giving Fund Grant Application in the amount of \$310,508.91 on behalf of the Upshur County Youth Camp.\* Page 8
3. Approve County Financial Institutions as Depositories as Required by WV Code §7-6-1 --- Freedom Bank, First Community Bank, JP Morgan-Chase Bank, Premier Bank, Community Bank and Citizens Bank of WV.\*
4. Approval and signature of Letter of Support for the City of Buckhannon's Abandoned Mine Lands (AML) Economic and Community Development Pilot Program Grant Application for the purpose of extending the Elizabeth J. "Binky" Poundstone River Walk Trail to the High School.\* Page 9-10
5. Correspondence from the Children's Festival Committee regarding the upcoming 2019 Upshur County Children's Festival and requesting monetary or in-kind contributions to help facilitate this free of charge activity.\* Page 11-12

6. Approval and signature of correspondence to Terry Gould providing both Hodgesville PSD and Tennerton PSD with final notice to remit a copy of their most recent audit to the Upshur County Commission.\* 2  
Page 13

7. Consider providing a letter of acknowledgement / endorsement for the Fraternal Order of Eagles Inc. Non-Intoxicating Floor Plan Extension On-Premise Application. The establishment would like to extend their floor plan on July 4<sup>th</sup> in order to have a community cook out. The application requires a letter signed by at least one County Commissioner.\*  
Page 14

8. Review and signature of revised letter from Johnathan Vickers, Assistant Director, Chief Inspector's Division of the WV State Auditor's Office, confirming services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2018. The fee for the audit services will be \$32,230.\*  
Page 15-20

9. Review and signature of Change Order #1 for the Upshur County Youth Camp Brownfields Project. This Change Order reflects costs associated with additional services required to perform environmental site remediation services and includes contractor bid support, an extensive field study consisting of both Environmental Standards time and services provided by Envirocheck of Virginia, Inc.; preparation of an Addendum to the Remedial Action Work Plan and direct oversight of the remediation activities. In total, additional costs of \$20,036 were incurred. Upon approval, the new contract amount will be \$62,936.\*  
Page 21-22

10. Approval and signature of Sirius America Insurance Company Stop-Loss Proposal for proposed policy term 7/1/19 to 6/30/20, Plan Sponsor Disclosure Statement and Contract Addenda.\*  
Page 23-27

11. Approval and signature of Nationwide Guaranteed Minimum Interest Rate Change: Options Form and Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract.\*  
Page 28-38

12. Correspondence from Brian Shreves, Upshur County Department of Homeland Security Director, requesting reappointment to the Upshur County Enhanced Emergency Telephone Advisory Board. Upon approval, Mr. Shreves' term will expire on June 30, 2022.\*  
Page 39

13. Correspondence from Thomas J. O'Neill requesting reappointment to the Upshur County Fire Board as a community representative. Upon approval, Mr. O'Neill's term will expire on June 30, 2022.\*  
Page 40

14. Approval of advertisement for a temporary part-time position in the Upshur County Assessor's Office. The grant funded position will be for a 30 week period with the employee working no more than 19.5 hours per week at the pay wage rate of \$10 an hour.\*  
Page 41

15. Correspondence from Bethany Kirchberg, Tri-County Child Exchange & Visitation Program Coordinator, announcing the resignation of Barb Smarr, program monitor, effective May 3, 2019.\*  
Page 42  
*Item may lead to Executive Session per WV Code §6-9A-4*

16. Correspondence from Kaly Ocheltree, Tri-County Child Exchange & Visitation Program Monitor, announcing her resignation, effective June 2, 2019.\*  
Under separate cover  
*Item may lead to Executive Session per WV Code §6-9A-4*

17. Correspondence from Bethany Kirchberg, Tri-County Child Exchange & Visitation Program Coordinator, requesting the employment of Emily Hawkins as a part-time program monitor, effective June 28, 2019. As program monitor, Ms. Hawkins will be paid \$8.75 an hour and work a maximum of 19 hours per week.\* 3

Page 43

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

18. Correspondence from Tabatha R. Perry, Assistant County Administrator, announcing the resignation of Renee Carr, Buckhannon-Upshur Recreational Park Assistant Manager, effective June 20, 2019.\*

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

Page 44

19. Correspondence from Tabatha R. Perry, Assistant County Administrator, requesting the promotion of Brooke Newcome from lifeguard to assistant manager at the Buckhannon-Upshur Recreational Park, effective June 30, 2019. Upon approval, Ms. Newcome's pay wage rate will increase from \$9.54 an hour to \$10 an hour.\*

Page 45

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

20. Correspondence from Sheriff David H. Coffman requesting the advertisement for Deputy Sheriff positions. Applications must be received by 4 p.m. on July 15, 2019. The date for the physical agility test and written examination is set for Saturday, August 10, 2019 at 8 a.m. at the Buckhannon-Upshur High School Athletic Building.\*

Page 46-47

21. Correspondence from Sheriff David H. Coffman enclosing an invoice for Magistrate Court Bailiff Services for fiscal year ending June 30, 2019 and requesting for the invoice to be forwarded to the WV Supreme Court of Appeals, pursuant to Rule 3 of the WV Judiciary Administrative Rules for the Magistrate Courts. This invoice is in the amount of \$8,540.\*

Page 48-49

22. Approval of Lewis - Upshur Animal Control Facility Volunteer Paula Stone.\*

Under separate cover

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

#### For Your Information:

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

1. Correspondence from Michael A. Albert, Chairman of Public Service Commission of West Virginia, reappointing Jacqueline McDaniels as a member of the Board of Directors of the Upshur County Solid Waste Authority to a term expiring June 30, 2023. Page 50
2. Correspondence from Dustin Zickefoose, Assessor, announcing the employment of Jon Scott Wilson, as Appraiser, beginning July 1, 2019. Mr. Wilson's salary will be paid from the Revaluation Fund.
3. Upshur County Safe Structures and Sites Enforcement Board Petition for Order --- Case Number 121318-01 (Washington Tax District – Tax Map 6L – Parcel Number 11.3) Page 51
4. Lewis-Upshur Animal Control Facility Adoption Financial Transactions – May 2019 Page 52-53

5. Lewis-Upshur Animal Control Facility Cat Report for the month of May 2019		<u>Page 54</u>
6. Lewis-Upshur Animal Control Facility Animal Report for the month of May 2019		<u>Page 55</u>
7. Upshur County Animal Control/Humane Officer Monthly Animal Report for the month of May 2019		<u>Page 56</u>
8. Upshur County Mileage Reports – April and May 2019		<u>Page 57-73</u>
<ul style="list-style-type: none"> <li>• Upshur 911</li> <li>• Maintenance</li> <li>• Emergency Management</li> <li>• Sheriff</li> <li>• Addressing and Mapping</li> <li>• Community Corrections</li> <li>• Dog Pound</li> </ul>		
9. Public Notices:		
<ul style="list-style-type: none"> <li>a. Newsletters and/or Event Notifications: <ul style="list-style-type: none"> <li>• WV Coalition to End Homelessness Flyer</li> </ul> </li> </ul>		<u>Page 74</u>
<ul style="list-style-type: none"> <li>b. Agendas and/or Notice of Meetings: <ul style="list-style-type: none"> <li>• City Council of Buckhannon</li> <li>• Upshur County Public Library</li> <li>• Lewis-Upshur Community Corrections Board</li> <li>• Elkins Road PSD</li> <li>• City Council of Buckhannon</li> <li>• Upshur-Buckhannon Board of Health</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>June 18, 2019</li> <li>June 25, 2019</li> <li>June 25, 2019</li> <li>July 2, 2019</li> <li>July 2, 2019</li> <li>July 11, 2019</li> </ul>	<ul style="list-style-type: none"> <li><u>Page 75</u></li> <li><u>Page 76</u></li> <li><u>Page 77</u></li> <li><u>Page 78</u></li> <li><u>Page 79</u></li> <li><u>Page 80</u></li> </ul>
<ul style="list-style-type: none"> <li>c. Meeting Minutes: <ul style="list-style-type: none"> <li>• Upshur County Safe Structures and Sites Enforcement Board</li> <li>• Upshur County Youth Camp Board</li> <li>• Tennerton PSD</li> <li>• Adrian PSD</li> <li>• Upshur County Fire Board</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>April 11, 2019</li> <li>May 2, 2019</li> <li>May 8, 2019</li> <li>May 9, 2019</li> <li>May 21, 2019</li> </ul>	<ul style="list-style-type: none"> <li><u>Page 81-82</u></li> <li><u>Page 83-85</u></li> <li><u>Page 86-87</u></li> <li><u>Page 88</u></li> <li><u>Page 89</u></li> </ul>
<ul style="list-style-type: none"> <li>d. Meetings: <ul style="list-style-type: none"> <li>• 07/02/19 5:30 p.m. Elkins Road PSD</li> <li>• 07/02/19 4:00 p.m. Hodgesville PSD</li> <li>• 07/04/19 7:00 p.m. Banks District VFD</li> <li>• 07/04/19 7:00 p.m. Selbyville VFD</li> <li>• 07/08/19 12:00 p.m. Upshur County Family Resource Network</li> <li>• 07/08/19 4:30 p.m. Upshur County Solid Waste Authority</li> <li>• 07/08/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board</li> <li>• 08/05/19 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County</li> <li>• 07/09/19 7:30 p.m. Adrian VFD</li> <li>• 07/11/19 6:00 p.m. Buckhannon-Upshur Board of Health</li> <li>• 07/17/19 7:00 a.m. Upshur County Development Authority -- CANCELLED</li> <li>• 07/10/19 12:00 p.m. Upshur County Senior Center Board</li> </ul> </li> </ul>		

- 07/11/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 07/17/19 6:00 p.m. Upshur County Citizens Corp – CERT
- 07/10/19 7:00 p.m. Warren District VFD
- 07/11/19 10:00 a.m. Adrian PSD
- 07/10/19 3:00 p.m. Tennerton PSD
- 07/11/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 07/11/19 7:30 p.m. Buckhannon VFD
- 07/11/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 07/18/19 6:30 p.m. Upshur County Youth Camp Board
- 07/21/19 6:00 p.m. Washington District VFD
- 07/15/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 07/17/19 4:00 p.m. Upshur County Public Library Board
- 07/16/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 07/16/19 6:30 p.m. Upshur County Fire Board, Inc.
- 07/23/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 07/10/19 7:00 p.m. Ellamore VFD
- 07/17/19 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 08/15/19 2:00 p.m. Upshur County Farmland Protection Board
- 07/24/19 10:00 a.m. James W. Curry Advisory Board
- 07/29/19 6:00 p.m. Upshur County Fire Fighters Association
- 07/10/19 6:00 p.m. Buckhannon River Watershed Association - WVWC
- 07/22/19 12:00 p.m. Region VII Planning and Development Council

10. 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.)

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

July 11, 2019 --- 9:00 a.m.

Upshur County Courthouse Annex

**\*\*The regularly scheduled Commission Meeting on July 4, 2019 is CANCELLED due to the Courthouse being closed in observance of Independence Day\*\***

# County of Upshur

6



## PROCLAMATION

**Whereas**, members of the Buckhannon Upshur High School 1979 graduating class plan to gather on June 28<sup>th</sup> and 29<sup>th</sup> to celebrate their 40th class reunion; and

**Whereas**, members of the class of 1979 who live in Upshur County will be joined by fellow classmates from around the country who have made a special effort to be part of this celebration; and

**Whereas**, for the past 40 years, the members of this class have made many positive contributions to their communities; and

**Whereas**, although the reunion will be a time of joy in seeing old friends and reminiscing, it will be an opportunity to recall the past friendships of the members of the class who are deceased or unwell; and

**Whereas**, the Upshur County Commission hopes that this 40-year reunion of the Buckhannon-Upshur High School Class of 1979 will be memorable and enjoyable for the members and their families.

Now, therefore be it resolved, the Upshur County Commission hereby recognizes the 40 Year Reunion of the Buckhannon-Upshur High School Class of 1979, and congratulates members of the class for reaching this special milestone in their lives.

Given under our hands this 27<sup>th</sup> day of June, 2019

---

Terry B. Cutright  
Commissioner

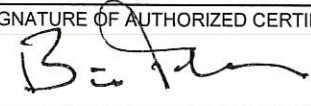
---

Samuel R. Nolte  
President

---

Kristie G. Tenney  
Commissioner

7

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>		Approved by Office of Management and Budget, No. 80-RO181		PAGE 1 OF 1	
		1. TYPE OF REQUEST <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Federal Aviation Administration</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  <b>3-54-0039-032-2018</b>		5. PARTIAL PAYMENT REQUEST NO.  <b>Request #7</b>	
6. EMPLOYER IDENTIFICATION NUMBER  <b>30-0733276</b>	7. RECIPIENT ACCOUNT OR OTHER IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) <b>May 10, 2019</b> TO: (MONTH / DAY / YEAR) <b>June 13, 2019</b>			
9. RECIPIENT ORGANIZATION  Name: <b>Buckhannon Upshur Airport Authority</b>  No. and Street: <b>Post Office Box 1042</b>  City, State and ZIP Code: <b>Buckhannon, West Virginia 26201</b>		10. PAYEE (Where check should be sent if different than item 9)  Name:  No. and Street:  City, State and ZIP Code:			
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED</b>					
PROGRAMS / FUNCTIONS / ACTIVITIES		(a) Budget	(b) Total to Date	(c) Previously Requested	Total This Period
a. Administrative expense		\$6,000.00	\$3,273.63	\$3,273.63	\$0.00
b. Preliminary Expense		\$0.00	\$0.00	\$0.00	\$0.00
c. Land, structures, right-of-way		\$0.00	\$0.00	\$0.00	\$0.00
d. Architectural engineering basic fees		\$36,762.00	\$33,509.13	\$30,864.13	\$2,645.00
e. Other Architectural engineering fees		\$0.00	\$0.00	\$0.00	\$0.00
f. Project Inspection fees		\$38,958.00	\$21,415.14	\$20,054.44	\$1,360.70
g. Land Development		\$0.00	\$0.00	\$0.00	\$0.00
h. Relocation expenses		\$0.00	\$0.00	\$0.00	\$0.00
i. Relocation payments to individuals and businesses		\$0.00	\$0.00	\$0.00	\$0.00
j. Demolition and removal		\$0.00	\$0.00	\$0.00	\$0.00
k. Construction and project improvement costs		\$632,045.00	\$541,614.08	\$351,347.78	\$190,266.30
l. Equipment		\$0.00	\$0.00	\$0.00	\$0.00
m. Miscellaneous cost		\$0.00	\$0.00	\$0.00	\$0.00
n. Total Cumulative to Date (sum of line a. through line m.)		\$713,765.00	\$599,811.98	\$405,539.98	\$194,272.00
o. Deductions for program income					
p. Net cumulative to date (line n. minus line o.)					
q. Federal share to date					
r. Rehabilitation grants (100% reimbursement)					
s. Total Federal Share (line q. plus line r.)		\$642,388.00	\$539,830.78		
t. Federal payments previously requested			\$364,985.00		
u. Amount requested for reimbursement					\$174,845.00
v. Percentage of physical completion of project			84%		
<b>12. CERTIFICATION</b>					
I certify that to the best of my knowledge and belief the data above is correct and that all outlays are made in accordance with the grant condition or other agreement and that payment is due and has not been previously requested.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		DATE REPORT SUBMITTED <b>6/13/19</b>	
		TYPED OR PRINTED NAME AND TITLE William M. Thomas President, Buckhannon Upshur Airport Authority		TELEPHONE (304) 472-8418	
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE SIGNED	
		TYPED OR PRINTED NAME AND TITLE Samuel R. Nolte President, Upshur County Commission		TELEPHONE (304) 472-0535	



## Upshur County Youth Camp Detailed Budget

<b>Operating Costs</b>	<b>\$50,000</b>
<b>Re-surfacing of road</b>	<b>\$63,250</b>
\$57,500 estimate provided in October 2018	
10% contingency for inflation = \$5,750	
Estimate is attached	
<b>Replacement of 4 cabin roofs</b>	<b>\$18,043.41</b>
\$3,922.48 per roof multiplied by 4 = \$15,689.92	
15% contingency = \$2,353.49	
Estimate is attached	
<b>Replace assembly hall with new building</b>	<b>\$180,000</b>
<b>Total</b>	<b>\$311,293.41</b>

---

**Necessary advertising costs would be paid for by the Upshur County Commission**

*This projected budget was calculated by using estimates solicited by one vendor specializing in each area of need. Should this project be funded, competitive bids would be sought through the bidding process approved by the state of WV.*

# 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

June 27, 2019

Travis Parsons, Planning Administrator  
Abandoned Mine Lands & Reclamation  
WV Dept. of Environmental Protection  
601 57<sup>th</sup> Street, SE  
Charleston, WV 25304

Re: City of Buckhannon's 2019 AML Economic and Community Development Pilot Program Application

To Whom It May Concern,

This correspondence serves as our official support of the City of Buckhannon's application for funding assistance through the 2019 Abandoned Mine Lands (AML) Economic and Community Development Pilot Program.

The extension of the Elizabeth J. "Binky" Riverwalk Trail to the High School has been a long time goal of both the City of Buckhannon and the County Commission as the extension, first and foremost, would provide an alternative route for pedestrians to access the Tennerton area. Currently, residents (including many children) are forced to walk along-side U.S. Route 20 which, for the majority, does not have a sidewalk and creates a hazardous situation for pedestrians and drivers alike.

We have a growing interest in bike trails within our community and a solid volunteer group that has been established and is committed to their maintenance. In the last three years we have seen an influx of riders visit the area. The award of this grant funding would allow our community to expand that recreational interest and connect with other amenities such as the North Buckhannon Park, Hampton Boat Launch, Stockert Youth and Community Center and Buckhannon-Upshur Recreational Park.

The expansion of recreational offerings would not only boost our economy through additional tourism, but it would also provide a secure economic driver for the future by offering an alternative outlet for our youth. We are in the midst of a drug epidemic in the State of West Virginia and Upshur County is no exception. We believe our first defense to combat this epidemic should be an investment in our young people. Recreation not only provides activities for youth and their parents to enjoy while they are growing up here, but also helps to provide a

*An Equal Opportunity Employer*

10

sense of investment in the area and, we believe, increases the likelihood of them staying here in our community to raise their families.

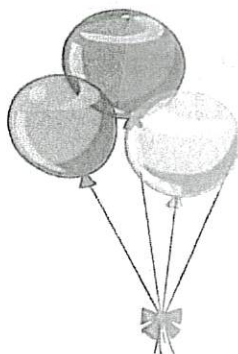
We commend the City of Buckhannon for taking the initiative to spear head this expansion through the submission of their grant application and hope to work together in the future to accomplish this goal.

Sincerely,

Samuel R. Nolte  
Commission President

Kristie G. Tenney  
Commissioner

Terry B. Cutright  
Commissioner



## Children's Festival

June 17, 2019

Dear Friend of Children's Festival:

The Children's Festival Committee is busy planning for Children's Festival 2019. The Festival is designed to provide families with the opportunity to share the day with their children, participation in no-cost activities that promote their health and well-being. Many of business/organization/community participants provide activities that families can easily replicate at home.

This year the Festival will be held on Saturday, September 14, 2019 from 10am to 2pm at the Stockert Youth Center. The Festival, as always, is a free event open to all children and parents in Upshur County. To help underwrite the cost of the festival, we're asking for your assistance. Your support will help us cover the cost of helium, balloons, face paints, character costumes and other event needs. A light, nutritional lunch for the children will be available at no charge and a minimal fee for adults.

Your support, whether monetary or in-kind, is tax-deductible. Contributions may be sent to the Children's Festival, Stockert Youth Center, 79 East Main Street, Buckhannon, WV 26201

If you are interested in participation in the Festival with an activity or demonstration, we are including a registration form. Please fill it out and return it by the September 1, 2019. If you would like more information or have any questions about the Festival, please give us a call at 304-473-0145, ask for Debora, Michelle or Mckayla.

Thank you so much for your time and consideration. We hope to see you at Children's Festival 2019.

Sincerely,  
Children's Festival Committee

Debora Brockleman  
Michelle Harder

Makayla Lane  
Rhonda Suder

Lori Ulderich Harvey  
Jessica Wagner

Ginny Dixon

**Children's Festival 79 East Main Street Buckhannon, West Virginia 26201**

# Children's Festival 2019 Participant Registration Form

Group/Agency \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

E-Mail \_\_\_\_\_

Please give a brief description of the activity/service you plan to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Number of tables needed \_\_\_\_\_ Number of chairs needed

Please list any special equipment you will need, including quantities:

\_\_\_\_\_ Electrical Access (please bring your own extension cords)

\_\_\_\_\_ Microphone Access

Special supplies needed? Please describe:

\_\_\_\_\_  
\_\_\_\_\_

The Upshur County Children's Festival will be held on Saturday, September 14, 2019 between 10:00 am and 2:00 pm. Setup will begin at 8:00 am.

Return registration form by September 1, 2019 to:

Upshur County Children's Festival  
c/o Stockert Youth & Community Center  
79 E. Main Street

Buckhannon, WV 26201

Or Email: [ucfrn@yahoo.com](mailto:ucfrn@yahoo.com)

304-473-1051

# UPSHUR COUNTY COMMISSION

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

13

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

## FINAL NOTICE

June 27, 2019

Hodgesville PSD  
Tennerton PSD  
Attn: Terry Gould  
188 Fayette Street  
Buckhannon, WV 26201

*Sent via USPS Certified Mail*

Mr. Gould,

Pursuant to WV Code §16-13A-11, PSD's boards shall at least once a year cause such accounts to be properly audited ... a copy of the audit shall be remitted to the County Commission within 30 days of submission. As you are aware neither Hodgesville nor Tennerton PSD's, both of which you manage, have provided copies of their audits to the Commission. I respectfully request that a written response including both of these documents, or a written response acknowledging that the documents do not exist, be remitted to our office at the address listed above within ten (10) business days of the receipt of this correspondence. Failure to respond will result in the Commission contacting both the West Virginia Public Service Commission (PSC) and West Virginia State Auditor's Office (WVSAO).

Sincerely,

Samuel R. Nolte,  
Commission President

Cc: Robert Wright  
Howard J. Cutright  
Roger Ward  
John Barnes  
Elmer Tenney  
Joseph Tenney

*An Equal Opportunity Employer*

74

June 27, 2019

West Virginia Alcohol Beverage Control Administration  
900 Pennsylvania Ave., 4<sup>th</sup> Floor  
Charleston, WV 25302

Subject: Aerie #4357 Fraternal Order of Eagles Inc.

The Upshur County Commission has not adopted any set zoning restrictions or regulations for 2671 Clarksburg Road; however, the county is considered a “dry county” for all off premise consumption. The Upshur County Commission acknowledges the “Nonintoxicating Floor Plan Extension On-Premise Application” requests permission to hold an event on site; therefore, the Commission has no objection to the Fraternal Order of Eagles Inc. hosting a 4<sup>th</sup> of July cookout on their property.

If you need additional information or have any questions, please feel free to contact our office.

Sincerely,

Samuel R. Nolte  
Commission President

Cc: Kimberly Allen, President / Secretary



# State of West Virginia

**John B. McCuskey**

State Auditor and  
Chief Inspector

Office of the State Auditor  
Chief Inspector Division  
State Capitol, Building 1, Suite W-100  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

Toll Free: (877) 982-9148  
Telephone: (304) 558-2540  
Fax: (304) 205-6033  
[www.wvsao.gov](http://www.wvsao.gov)

**REVISED**      June 25, 2019

Mr. Sam Nolte, President  
Upshur County Commission  
38 W. Main Street  
Buckhannon, WV 26201

We are pleased to confirm our understanding of the services we are to provide the Upshur County Commission for the fiscal year ended June 30, 2018. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Upshur County Commission's basic financial statements as of and for the fiscal year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Upshur County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Upshur County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. Schedule of funding progress – OPEB (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Upshur County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Rate covenant compliance (if applicable).
2. Combining statements and supplementary schedules (if applicable).

112

## Auditor Responsibilities

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Upshur County Commission and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Upshur County Commission's financial statements. Our report will be addressed to the governing board of the Upshur County Commission. We will make reference to Perry and Associates, CPAs' audit of the Upshur County Development Authority and Ferrari and Associates, PLLC's audit of the Upshur County Fire Board in our report on your financial statements. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Farmland Protection Board, the Upshur County Youth Camp, Buckhannon-Upshur County Airport Authority, and the Upshur County Building Commission to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Upshur County Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance

17

may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Upshur County Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

If necessary, we may also assist in preparing the financial statements and related notes of the Upshur County Commission in conformity with U.S. generally accepted accounting principles based on information provided by you. If performed, these non-audit services would not constitute an audit under *Government Auditing Standards* and such services would not be conducted in accordance with *Government Auditing Standards*. We would perform the services in accordance with applicable professional standards. The other services would be limited to the financial statements previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

78

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (a) management, (b) employees who have significant roles in internal control and, (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies.

19

You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we may provide. If non-audit services are provided, you will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any non-audit services that may be provided by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Upshur County Commission. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any subsequent peer review reports to the party contracting for the audit. A copy of our most recent external peer review report is available at our website (<http://www.wvsao.gov/ChiefInspector/AdvisoryMemos.aspx>) or can be obtained by contacting our office.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

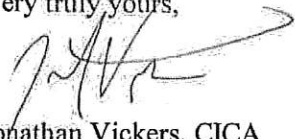
Our auditors, Cara Maxson and Tom Dodd, have been assigned to conduct your audit and expect to begin the engagement on approximately June 17, 2019. To enable the auditor to work more efficiently, we would appreciate it if you would provide them with suitable office space that is quiet and has access to a telephone and the internet. Our fee for these services will be \$32,230 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

Upshur County Commission  
June 25, 2019  
Page Six

20

We appreciate the opportunity to be of service to the Upshur County Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and provide it to the auditor. If the auditor is not available, please return it to us to the attention of Cathy Pierce.

Very truly yours,



Jonathan Vickers, CICA  
Assistant Director  
Chief Inspector Division  
Office of the State Auditor

RESPONSE:

This letter correctly sets forth the understanding of the Upshur County Commission.

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

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

Date: \_\_\_\_\_

No.102



21

June 12, 2019

Ms. Carrie Wallace  
County Administrator  
Upshur County Commission  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

Subject: Change Order Request  
Voluntary Remediation Program Services  
Upshur County Youth Camp Tar Pit Site, Brownfields Cleanup  
Selbyville, WV  
Environmental Standards Project Number: 20188447

Dear Ms. Wallace:

Environmental Standards, Inc.'s (Environmental Standards') is requesting a change order to cover costs associated with additional services required to perform environmental site remediation services at the Upshur County Youth Camp Tar Pit property located in Selbyville, Upshur County, West Virginia.

A summary of the additional services is presented below using the tasks outlined in our original proposal, which was executed by the UCC on March 21, 2018, for an estimated probable cost of \$42,900:

### **Task 3. Remedial Action Work Plan/Bid Specifications and Public Notice**

**Contractor Bid Support:** Environmental Standards was requested by the UCC to review and provide comments to the contractor bid package, both the original submittal and a revision. This scope of work was outside the original scope.

**Additional cost for the contractor bid support: \$1,469**

**RAWP Field Study:** A cost effective remedy was considered which included the application of Portland cement to the pine tar as a way to solidify and/or further immobilize the pine tar. The West Virginia Department of Environmental Protection (WVDEP) required a field study be completed prior to the submittal and approval of the Remedial Action Work Plan (RAWP), in order to demonstrate the application of Portland cement would be effective. This additional field work was not considered in the original scope of work.

**Additional cost for the RAWP field study: \$6,767 (\$3,110 Environmental Standards, \$3,657 EnviroCheck of Virginia, Inc.)**

**RAWP Addendum:** Environmental Standards drafted and submitted a RAWP Addendum to the WVDEP on April 25, 2019. The RAWP Addendum requested use of newly adopted recreational risk based standards, which allowed the UCC to use on-site soil for capping of the Site. It also

22

eliminated much of the human health exposure concern at the Site. The RAWP Addendum was approved by the WVDEP on April 25, 2019.

Additional cost for the RAWP Addendum: \$1,800

**Task 4. Tar Pit Remediation and LUC**

Environmental Standards provided direct oversight of the remediation activities performed by EnviroCheck of Virginia, Inc. The oversight included three field days and travel which were direct billed to the UCC under invoice number 93097. Costs associated with the oversight were unknown at the time of the proposal, and were to be considered as part of the contractor costs, estimated to be a total of \$125,000.

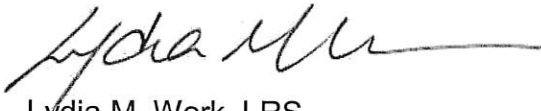
Additional cost for direct oversight of the remediation, direct billed to UCC: \$10,000

In total, additional costs of \$20,036 were incurred. Environmental Standards respectfully requests a change order in the amount of \$20,036.

While we do not believe the entire change order funds will be needed to complete the project, we cannot be certain at this time.

If you should have any questions or comments about this change order request, please feel free to contact me at (304) 552-1442 or (610) 935-5577, extension 406.

Respectfully,



Lydia M. Work, LRS  
Associate Principal Chemist



Proposal Prepared For  
Upshur County Commission

Effective Date: 07/01/2019

To:

---

EBSO Minnesota

Lisa M. Simoneau

From:

Excess Reinsurance Underwriters Agency, Inc.

Underwriter:

Chris Jansen

Phone:

(763) 241-1721

Email:

cjansen@excessre.com

Marketer:

Scott Stanton

Phone:

(856) 251-2280 x141

Email:

sstanton@excessre.com

5/22/19

Proposed Policy Term: 07/01/2019 to 06/30/2020

Proposed Carrier: Sirius America Insurance Company

24  
XS  
RE

### Specific Excess Coverage

	Offer #1	Offer #2	Offer #3
Covered Benefits	Med Rx	Med Rx	Med Rx
Specific Deductible	\$60,000	\$65,000	\$75,000
Specific Excess Limit Per Covered Person	Unlimited	Unlimited	Unlimited
Lifetime Reimbursement Limitation	Unlimited	Unlimited	Unlimited
Contract Basis	24/12	24/12	24/12
Specific Rates			
Single	\$184.42	\$172.80	\$159.62
Employee + Spouse	\$385.44	\$361.16	\$333.61
Employee + Children	\$337.49	\$316.23	\$292.11
Family	\$542.20	\$508.04	\$469.29
Aggregating Specific Deductible	\$26,000	\$26,000	\$26,000
Rate(s) Include Commissions of	0.0%	0.0%	0.0%

### Aggregate Excess Coverage

Covered Benefits	Med Rx	Med Rx	Med Rx
Aggregate Excess Limit	\$1,000,000	\$1,000,000	\$1,000,000
Contract Basis	24/12	24/12	24/12
Corridor	125%	125%	125%
Aggregate Factors			
Single	\$734.14	\$742.48	\$756.73
Employee + Spouse	\$1,534.35	\$1,551.78	\$1,581.56
Employee + Children	\$1,343.47	\$1,358.74	\$1,384.81
Family	\$2,158.36	\$2,182.89	\$2,224.78
Aggregate Rate	\$19.67	\$19.93	\$20.16
Rate(s) Include Commissions of	0.0%	0.0%	0.0%

### Estimated Policy Period Cost Summary

Specific Premium	\$352,938	\$330,703	\$305,478
Aggregating Specific Deductible	\$26,000	\$26,000	\$26,000
Aggregate Premium	\$18,175	\$18,415	\$18,628
Minimum Aggregate Attachment Point	\$1,404,963	\$1,420,928	\$1,448,196
Estimated Maximum Cost	\$1,802,076	\$1,796,046	\$1,798,302

### Plan of Benefits

Single Deductible (in/out):	current	Single Out of Pocket Max. (in/out):	current
Coinsurance (in/out):	current	Mental Nervous:	current
Rx:	current		
UR/LCM:	AHH		
PPO(s):	First Health		
Other:	Proposal duplicates the current schedule of benefits. Proposal requires a complete copy of the current plan of benefits. Proposal also duplicates the current plan election status.		

## TERMS

Our offers are based upon the assumptions, limitations, and requirements listed below.



- 1 Proposal assumes ~~\_\_\_\_\_~~ is no longer covered by the plan.
- 2 Proposal assumes a \$300,000 laser on ~~\_\_\_\_\_~~
- 3 Proposal requires updated large claim details least 6/1/19. Proposal also requires detailed case management reports on all ongoing claimants. Proposal assumes no ongoing claimants.
- 4 Proposal requires updated paid claims through at least 6/1/19.
- 5 Specific Terminal Liability is an option for the above proposed rates. Specific Terminal Liability provides 90 day run out protection for all eligible specific claims incurred within the proposed policy period and paid within 90 days after termination (non renewal) of the policy. If the policy is renewed the renewal will cover the run out on a 24/12 basis. If elected the above specific rates will increase 2.50/ee/mo. Additionally if the policy is not renewed an additional premium of \$75,787 will be due 30 days before the end of the policy period.
- 6 Quotes are based on 20 Single, 20 Employee + Spouse, 10 Employee + Children, 27 Family (77 Total Employees).
- 7 Sirius America reserves the right to recalculate the aggregate attachment point and premium if the average of the last 2 months of claims in the current policy period varies by more than 10% from the average monthly claims for the first 10 months of claims in the current policy period.
- 8 This Proposal assumes that there will be no run-in claims for any plan participant who is not eligible under the plan of benefits on the proposed Effective Date.
- 9 This Proposal is based upon the accuracy and validity of the data provided by Upshur County Commission or its representative who warrant that the data is accurate.
- 10 Upshur County Commission represents and recognizes that any Third Party Administrator and/or Broker involved in any communications with Excess Reinsurance and/or Sirius America is/are at all times acting solely as the agent(s) of Upshur County Commission and not as the agent(s) of Excess Reinsurance or Sirius America.
- 11 Your plan of benefits must be administered by an administrator approved by Excess Reinsurance.
- 12 This Proposal is valid until the Effective Date shown.
- 13 Sirius America reserves the right to re-evaluate this offer if the enrollment or composition of the group changes by more than 10% between the date of this Proposal and any point during the Proposed Policy Term.
- 14 Within 15 days prior to the Effective Date Sirius America requires execution of the attached Disclosure Statement whose terms are incorporated herein. Sirius America reserves the right to amend the rates, deductible, terms or other conditions of this Proposal upon receipt of the completed Disclosure Statement.
- 15 A valid signed Plan Document must be received by Excess Reinsurance within 60 days of the Effective Date. Failure to provide the Plan Document may delay issuance of the Excess Loss Policy.
- 16 Final census as of the Effective Date must be received within 15 days of the Effective Date. Failure to provide the final census may delay issuance of the Excess Loss Policy.
- 17 All active full-time employees working 30 hours per week are eligible. Retirees and COBRA beneficiaries are eligible only if you have requested they be covered, and have disclosed them on the census.
- 18 Participation: 75% of eligible active full-time employees must participate in the self-funded program.
- 19 Except as noted, expenses for surcharges, taxes and fees that are, or may be, imposed on the Benefit Plan by Federal, State or local governments are not covered under the stop loss policy.
- 20 Surcharges, including those imposed by the New York Reform Act and Massachusetts Act C.47, high-risk pool charges, and/or covered lives assessments may be covered under the stop loss policy only if such expenses are considered a self-funded claim cost. Excess Reinsurance Underwriters, Inc. is not responsible for the filing and/or payment of any expense for which Excess Reinsurance Underwriters, Inc. is not directly liable, including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.

210

### EMPLOYER/PLAN SPONSOR ACCEPTANCE

Offer/Plan Elected:

By signing below, Upshur County Commission acknowledges acceptance of rates and factors quoted in the Proposal for the elected offer and the terms as delineated in the TERMS section and further acknowledges that all material facts and conditions as previously stated remain unchanged. Upshur County Commission acknowledges that data provided by Upshur County Commission or its representative is accurate and complete.

Date:

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Print Name & Title

(27)

**EXCESS REINSURANCE UNDERWRITERS AGENCY, INC.**  
**SIRIUS AMERICA INSURANCE COMPANY**  
**Plan Sponsor Disclosure Statement and Contract Addenda**

**Group Name: Upshur County Commission**

Before Excess Reinsurance Underwriters Agency, Inc. ("Excess Re") issues an Excess Loss Policy on behalf of Sirius America, Excess Re requires Upshur County Commission to disclose details on all individuals and Covered Persons who meet any of the following criteria: (Covered Person means employee, dependent, retiree, COBRA beneficiary, or any current or former employee or their dependents who are within the COBRA election period at the time this Disclosure Statement is signed).

1. Covered Persons who incurred charges over 50% of the Specific Deductible during the 12 months preceding the requested effective date, regardless of whether such charges were paid, pending or denied by Upshur County Commission, and/or Covered Persons who are expected to incur charges in excess of 50% of the Specific Deductible in the next 12 months.
  2. Covered Persons who are currently confined in a hospital or other institution, or who have been confined in a hospital or other institution within the earlier of one month before the effective date or one month before the signing of this Disclosure Statement.
  3. Employees who are absent from work due to illness or injury on the date this report is signed and any Covered Person who is disabled on the date this report is signed.
  4. Covered Persons who have a known diagnosis which might be expected to lead to a specific reimbursement and Covered Persons who have been diagnosed with any of the conditions listed on the attached pages.
  5. Covered Persons who have elected COBRA including date and nature of qualifying event.
  6. Any person who previously exhausted their lifetime benefits under Upshur County Commission's plan of benefits.
- If submitting attachments, please specify the title of the attachment and number of pages attached.**

<u>Name</u>	<u>EE/Dependent</u>	<u>COBRA</u>	<u>Birth Date</u>	<u>Date Disabled</u>	<u>Nature of Disability/ Diagnosis</u>	<u>Current Status &amp; Prognosis</u>	<u>Benefits Paid or Due (\$)</u>

Upshur County Commission warrants the above list is true, complete and accurate, and that nothing has been omitted. Upshur County Commission acknowledges that if subsequent information becomes known which if known prior to the effective date of this policy would have affected the rates, deductibles, terms or conditions for coverage hereunder, Sirius America has the right to revise the rates, deductibles, terms or conditions as of the effective date. Upshur County Commission further warrants that in order to complete this Disclosure Statement it has consulted with its Insurer, TPA, Broker, Human Resources Department, Pre-Certification Vendor, Large Case Management Vendor, Disease Management Vendor and Utilization Review Vendor to ensure that the information provided in this Disclosure Statement is accurate and complete. Upshur County Commission acknowledges and agrees that previously or subsequently submitted documentation (e.g. a "50% Notice" or claim filing) does not satisfy or alter the need to complete this Disclosure Statement or the consequences of failing to disclose a Covered Person or individual that should have been listed on this form. Upshur County Commission further acknowledges, understands and agrees that this information will be used by Excess Re and Sirius America in evaluating and determining the acceptability of Upshur County Commission's risk and that no coverage shall be provided for any charges incurred by a person listed on this form unless specifically agreed to in writing by Excess Re. If claims are submitted for any Covered Persons or individuals who meet the criteria as outlined above in numbers 1 through 6 as of the date this statement is executed and this Covered Person or individual was not disclosed to Excess Re on this form, then no coverage will be provided for charges incurred by that Covered Person or individual by Sirius America.

Plan Sponsor: Upshur County Commission

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date of this Statement: \_\_\_\_\_



**Nationwide®**  
is on your side



## Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: UPSHUR COUNTY

Entity Number: 0022803001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by July 3, 2019

☐ **Option One: Crediting Rate**

- Return Signed Options Form
- Return Signed Amendment

☐ **Option Two: Increased Participant Level Exchange and Transfer Limit**

- Return Signed Options Form
- Return Signed Amendment

*Please Note: If you do not act, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Participants will be notified of the change so that they may have the opportunity to change their allocation.*

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

**OPTION 1**

**Or**

**OPTION 2**

**REQUIRED  
DOCUMENTS**

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

**Plan Sponsor Signature**

**Date**

*By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.*

*Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.*

PNM-17094AO (05/18)

29

NATIONWIDE LIFE INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215

**FIXED ACCOUNT AMENDMENT**  
to  
**Group Flexible Purchase Payment Deferred Variable Annuity Contract**

**General Information Regarding this Amendment**

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

**WHEREAS**, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

**WHEREAS**, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

**NOW, THEREFORE**, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

**DEFINITIONS**

The following definitions are modified in, or added to, the Contract:

**Annual Guaranteed Interest Rate** - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

**Contract Value** - The combined value of the Variable Account(s) and the Fixed Account.

**Exchange** - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

**Fixed Account** - An option funded by Nationwide's general account crediting specified interest rates.

**Guaranteed Minimum Fixed Account Interest Rate** - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

**Participant Account Value** - The present value of the units and the Fixed Account attributable to a Participant's Account.

**Quarterly Guaranteed Interest Rate** - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.



## **FIXED ACCOUNT**

The following is added to the Contract:

### **General Information Regarding the Fixed Account**

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

### **Guaranteed Interest Rates**

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

### **Crediting Interest to the Fixed Account**

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

### **Calculating the Fixed Account Value**

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.



### **Calculating a Participant Account Value in the Fixed Account**

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

### **CONTRACT EXPENSES**

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

### **Premium Taxes**

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

### **EXCHANGES AND TRANSFERS**

The following is added to the Contract:

#### **Exchanges and Transfers to and from the Fixed Account**

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.



The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

#### **Sixty Month Exchange or Transfer Program**

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.



**TERMINATION AND WITHDRAWALS**

The following is added to the Contract.

**Termination**

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- (2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

the Fixed Account value on the date before the installment is Withdrawn; divided by

- a) the number of remaining installments.
- b) Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

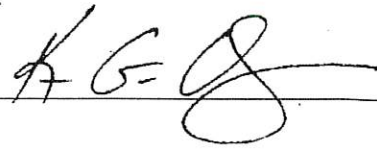
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

APPROVED:

CONTRACT OWNER: \_\_\_\_\_

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

NATIONWIDE LIFE INSURANCE  
COMPANY:

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





**Nationwide®**  
is on your side

34

Dear CAROL SMITH,

RE: UPSHUR COUNTY

#### IMPORTANT PLAN UPDATES – YOUR ACTION NEEDED

This is a follow up request to an options package that you should have previously received concerning your Nationwide Fixed Annuity Contract available in your 457(b) Deferred Compensation Plan. We ask that you please review the attached information and respond by the requested date of July 3, 2019.

Nationwide works to help employees save with confidence. Our goal is to help America's workers prepare for and live in retirement. One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side®* service experience to you and your participants.

As previously communicated, Nationwide is taking steps to change the Guaranteed Minimum Interest Rate of the Fixed Annuity Contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

#### Next Steps

As part of this change, we are asking you to consider the options outlined in the enclosed *Guaranteed Minimum Interest Rate Change: Explanation of Options*. As Plan Sponsor, you have a responsibility to make decisions on behalf of the entire plan regarding products and features available to your plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. **If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed Contract.** This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. All future contributions will be invested into your plan's Default Investment Alternative Fund.

#### Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,  
Nationwide Retirement Solutions

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)



**Nationwide®**  
is on your side

#### Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents are enclosed. **An option will need to be chosen and sent in to prevent your current fixed fund from being closed to future contributions, including rollovers, transfers and exchanges.**

##### 1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest Rate annually on the following schedule:

2019	2020	2021	2022	2023
3.5%	2.5%	2.0%	1.0%	0.5%

Nationwide commits to limiting the reduction of the Crediting Rate<sup>1</sup> to no more than 0.12% per quarter for the next 12 quarters. The reduction is based on market conditions and investment performance and may be less than 0.12%, which is the maximum per quarter as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.38%	20% annual
Q3 2020	2.50%	3.26%	20% annual
Q4 2020	2.50%	3.14%	20% annual
Q1 2021	2.00%	3.02%	20% annual

##### 2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the annual per participant exchange and transfer limit is also increased from 20% to 40%.

Nationwide commits to limiting the reduction of the Crediting Rate<sup>1</sup> to no more than 0.12% for the next 12 quarters. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be 0.10% less per quarter than under Option One, as illustrated in the following table:

	GMIR	Minimum Gross Crediting Rate	Exchange/Transfer Limit
Q2 2020	2.50%	3.28%	40% annual
Q3 2020	2.50%	3.16%	40% annual
Q4 2020	2.50%	3.04%	40% annual
Q1 2021	2.00%	2.92%	40% annual

<sup>1</sup>The Crediting Rate is the interest rate credited as an annual effective yield as determined by your Fixed Annuity Contract.

## What happens if I don't select an Option?

**Default** If you do not act on any option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Subsequently, if your participants do not elect a new investment to replace the Fixed Annuity Contract option, the DIA will be used for future contributions that would have otherwise been allocated into the Fixed Annuity Contract. Your plan's current fund lineup can be viewed online at [www.nrsforu.com/plansponsor](http://www.nrsforu.com/plansponsor). The participants will be notified of the change so that they may have the opportunity to change their allocation.

**Important Note:** Please see the notice below on how plans that offer ProAccount Managed Account Services, provided by Nationwide Investment Advisors, will be affected by not choosing an option and defaulting.

## Important notification concerning ProAccount Managed Account Services and the Guaranteed Minimum Interest Rate Changes

If your plan offers Nationwide ProAccount Managed Account Services, please take a moment to read why your option selection is important to ProAccount balances of your participants. By selecting Options 1 or 2 on the enclosed Options Form, there will be no changes to the participant's allocation within ProAccount and your participants will have no disruption to their managed account services.

However, if you do not act on either option, you are electing to place future participant allocations into your existing Default Investment Alternative Fund (DIA), or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. Your plan will no longer have an active Fixed Annuity Contract and ProAccount will no longer have access to the existing balances of the Fixed Assets that are currently under ProAccount management. The Fixed Assets will be held in the participants' account outside of ProAccount at the 3.5% GMIR and will not be open to new contributions. Those participants with ProAccount will no longer have the Fixed Annuity Contract available in their ProAccount allocation and will be invested in other conservative allocation options available in your plan.

Participants who wish to fully incorporate their Nationwide retirement plan assets in professional management can contact Nationwide to move the assets currently invested in the Fixed Annuity Contract into their ProAccount Portfolio. Plan Level Exchange and Transfer contract features will still apply.

Please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative if you have any questions. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.



37

## FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the Guaranteed Minimum Interest Rate (GMIR) to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

What is a Guaranteed Minimum Interest Rate?

The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, long-term interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market crediting rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market crediting rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR to allow for more market driven crediting rates.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a crediting rate that is lower than the GMIR.



What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 0.5%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate.

What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

What is the exchange and transfer limit under Option 2?

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year will be increased from 20% to 40%, enabling your participants to transfer more money out of their Fixed asset. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.

When will the change to the GMIR be effective?

The adjustment for any option selected and the default option, if no option is selected, will be effective on 4/1/2020.

39

To: Upshur County Commission

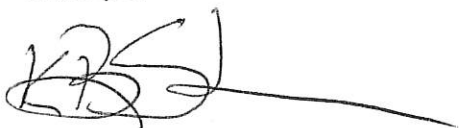
From: Brian Shreves

Date: 13 June 2019

RE: EETAB

This letter is to request to serve another term on the Upshur County EETAB Board. My current term is preparing to expire.

Thank you

A handwritten signature in black ink, appearing to be 'B. Shreves', with a long horizontal line extending to the right.

Brian Shreves, Director

Upshur County Dept. of Homeland Security

And Emergency Management



40

**TOM O'NEILL & ASSOCIATES**  
ATTORNEYS AT LAW

June 13, 2019

Upshur County Commission  
c/o Toni Newman  
38 West Main Street #302  
Buckhannon, West Virginia 26201

RE: Upshur County Fire Board  
Interest in Reappointment for term 2019-2022

Dear Commissioners,

Please accept this letter as a statement of my interest in being reappointed to my seat on the Upshur County Fire Board for the three-year term beginning July 1, 2019.

Please be in touch with any questions.

Sincerely yours,

Thomas J. O'Neill

41

*Ad to be placed on MyBuckhannon June 28 thru July 4, as well as [www.upshurcounty.org](http://www.upshurcounty.org)*

REQUEST FOR APPLICANTS

PART-TIME POSITION

UPSHUR COUNTY ASSESSOR'S OFFICE

The Upshur County Assessor's Office is seeking qualified applicants for a temporary part-time position.

Job duties include, but are not limited to: scanning and digitizing coal and railroad maps, property review documents, transfer documents and personal property assessment forms in the Upshur County Assessor's Office. Successful applicants will be required to complete a pre-employment drug screen as well as a background check. Pay rate for this position is \$10.00 an hour with no more than 19.5 hours per week, for a 30-week period.

Applications may be picked up at:

Upshur County Assessor's Office

38 W Main Street Room 102

Buckhannon, WV 26201

Or online by visiting <http://www.upshurcounty.org/Application%202017.pdf>

Application and resumes must be received by 4:30 pm on July 5, 2019. Please do not make phone inquiries about this position. Employment with the Assessor's Office is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment. Applications can be obtained in The Assessor's Office or online @ [www.upshurcounty.org](http://www.upshurcounty.org).

42

To whom it may concern,

As the Program Coordinator of the Tri-County Child Exchange & Visitation Program I would like to update your office that I was contacted on May 3, 2019 by Program Monitor, Barb Smarr that she resigning from her position. Mrs. Smarr stated she appreciated her time with our program but it was time for her to move onto her next step. Our program has appreciated the time and work Mrs. Smarr has done within her employment period and we hate to see her go.

Respectfully,  
Bethany Kirchberg  
Program Coordinator

**Tri-County Child Exchange & Visitation Program**

P.O. Box 724 Weston, WV 26452

Phone (304) 269-8247

[tricitychildwv@hotmail.com](mailto:tricitychildwv@hotmail.com)

Contact: Bethany Kirchberg, Program Coordinator



June 13, 2019

To whom it may concern,

This letter is to provide insight to the purpose for hiring Emily Hawkins to Tri-County Child Exchange & Visitation Program staff. Ms. Hawkins was approved by the Tri-County Child Exchange & Visitation Program Board of Directors on June 13, 2019 for hire. This employee will not be permitted to work over 19 hours per week, will be assigned the position of program monitor with a pay wage rate of (minimum wage) \$8.75/hour. Employment for Ms. Hawkins to be effective June 28, 2019 pending background check results.

If you have any questions please contact our office.

Thank you.  
Bethany Kirchberg  
Program Coordinator

---

INTEROFFICE MEMORANDUM

---

TO: Upshur County Commission  
FROM: Tabatha Perry, Assistant Administrator *TRP*  
SUBJECT: Resignation of B-U Recreational Facility employee  
DATE: June 21, 2019  
CC: Debra Hull, County Bookkeeper  
Hannah Lively, BU Recreational Park Facilities Director

---

Commissioners,

On June 20, 2019 I received a message from Renee Carr announcing her resignation effective at the end of day on June 20, 2019. This employee was approved to be an assistant manager at the Buckhannon-Upshur Recreational Park during your regularly scheduled Commission Meeting on May 2, 2019.

45

---

INTEROFFICE MEMORANDUM

---

TO: Upshur County Commission

FROM: Tabatha Perry, Assistant Administrator *YRP*

SUBJECT: Promotion of B-U Recreational Facility employee

DATE: June 21, 2019

CC: Debra Hull, County Bookkeeper

Hannah Lively, BU Recreational Park Facilities Director

---

Commissioners,

Due to the resignation received on June 20, 2019, Hannah Lively has requested for Brooke Newcome to be promoted from lifeguard to assistant manager, effective June 30, 2019. Upon approval, Ms. Newcome's pay wage rate will increase from \$9.54 an hour to \$10.00 an hour. Ms. Newcome was interviewed for the assistant manager position at the beginning of the season and has worked at the establishment for a number of summers.

# Upshur County Sheriff's Office



**DAVID H. COFFMAN, SHERIFF**

**Heather D. Parke**

Chief Deputy  
Tax Division

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

**Michael R. Kelley**

Chief Deputy  
Law Enforcement

June 27, 2019

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

Dear Commissioners:

Please approve the advertisement for Upshur County Deputy Sheriff positions. This advertisement will be run in the Record Delta and the Intermountain newspapers the weeks of July 1 – July 5, 2019 and July 8 – July 12, 2019 with applications being due no later than Monday, July 15, 2019. The date for the physical agility test and written examination is set for Saturday, August 10, 2019.

Thank you for your support and consideration.

Respectfully,

David H. Coffman  
Sheriff of Upshur County, WV

47

**UPSHUR COUNTY DEPUTY SHERIFF  
POSITIONS  
Sheriff of Upshur County**

The Upshur County Civil Service Commission for Deputy Sheriffs is announcing an open period for the purpose of accepting applications for admission to competitive examinations. Such examinations shall be part of the criteria used to establish an eligibility list for appointment to entry level positions of Deputy Sheriff.

The date for the physical agility test and written examination is set for Saturday August 10, 2019 at 8:00am at the Buckhannon Upshur High School Athletic Building. Applicants must show valid photo identification in order to complete testing. Applicants must be no less than 18 years of age nor older than 45 years of age per Civil Service guidelines. Salary will be based on experience and certification.

Individuals may obtain an application at the following address:

**Upshur County Sheriff's Department  
LAW ENFORCEMENT DIVISION  
38 W. Main Street Room 103  
Buckhannon, WV 26201**

Monday –Friday 8am – 4:00 pm

**Applications must be RECEIVED in our office no later than close of business (4:00pm) on Monday July 15, 2019.**

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

# Upshur County Sheriff's Office

DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy  
Tax Division

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

Michael R. Kelley

Chief Deputy  
Law Enforcement



June 27, 2019

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

Dear Commissioners:

Pursuant to Rule 3 of the West Virginia Judiciary Administrative Rules for the Magistrate Courts please forward the attached invoice for Magistrate Court Bailiff Services for fiscal year ending (FYE) June 30, 2019 to the West Virginia Supreme Court of Appeals. Bailiff services were provided to the Magistrate Court on two hundred and forty four days (245) in FYE 2019.

If you have any questions, feel free to contact the Office of the Upshur County Commission.

Sincerely,

David H. Coffman  
Upshur County Sheriff

Enclosures: Invoice 0001

# Upshur County Sheriff's Office



DAVID H. COFFMAN, SHERIFF

Heather D. Parke  
Chief Deputy  
Tax Division

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

Michael R. Kelley  
Chief Deputy  
Law Enforcement



## INVOICE FOR MAGISTRATE COURT BAILIFF SERVICES

Invoice Date: 6/27/19 Invoice Number: 0001

Responsible Party: Supreme Court of Appeals of West Virginia in care of  
Sue Troy, Director of Financial Management  
Office of Court Administration  
Supreme Court of Appeals of West Virginia  
1900 Kanawha Blvd. E.  
Building 1, Room E-100  
Charleston, WV 25305

Invoice Amount Payable: Eight Thousand Five Hundred and Forty Dollars (\$8,540.00)

Invoice for provision of Magistrate Court Bailiff Services for the Fiscal Year Ending June 30, 2019.

Payable to: Upshur County Commission

Please Mail Payment to: Upshur County Administrative Annex

91 W. Main St., Suite 101, Buckhannon, WV 26201

# Public Service Commission of West Virginia



201 Brooks Street, P.O. Box 812  
Charleston, West Virginia 25323

Michael A. Albert  
Chairman



June 13, 2019



Ms. Jacqueline McDaniels  
133 Phillips Dairy Road  
Buckhannon, WV 26201

Dear Ms. McDaniels:

I am pleased to inform you that you are hereby appointed as a member of the Board of Directors of the Upshur County Solid Waste Authority to a term expiring June 30, 2023.

I congratulate you on your appointment and express the Commission's gratitude for your willingness to serve your community in this important role. The Commission anticipates your experience will be a great asset to the Solid Waste Authority Board.

Sincerely yours,

Michael A. Albert  
Chairman

MAA/JB/las

cc: The Honorable Jim Justice, Governor  
Upshur County Solid Waste Authority  
Upshur County Commission  
Mark D. Holstine, PE, Executive Director, WV Solid Waste Management Board  
Brian Farkas, Executive Director, WV Conservation Agency  
Austin Caperton, Cabinet Secretary, WV Department of Environmental Protection

# Upshur County Safe Structures & Sites Enforcement Board

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

(51)

June 14, 2019

Troy & Bertha Humphrey  
51 Hesper Road  
Buckhannon, WV 26201


Subj: Petition for Order --- Case Number: 121318-01

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Washington Tax District -Tax Map 6L - Parcel Number 11.3), please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

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

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

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

  
Gregory B. Harris  
Compliance Officer

2019 JUN 18 P 3:44  
UPSHUR COUNTY COMMISSION  
Buckhannon, West Virginia



LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF <u>May</u> 2019		
	UPSHUR	LEWIS
<b>ADOPTIONS</b>		
CASH	\$315	\$125
CHECK	\$10	\$20
E STORE CREDIT CARD	\$140	\$50
<b>SUBTOTAL</b>	<b>\$465</b>	<b>\$195</b>
<b>SPAY/NEUTER DEPOSIT</b>		
CASH	\$500	\$200
CHECK	\$50	\$50
E STORE CREDIT CARD	\$50	\$150
<b>SUBTOTAL</b>	<b>\$600</b>	<b>\$400</b>
<b>BOARD RESCUE</b>		
CASH	\$20	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$40	\$0
<b>SUBTOTAL</b>	<b>\$60</b>	<b>\$0</b>
<b>MICRO-CHIPPING</b>		
CASH	\$26	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
<b>SUBTOTAL</b>	<b>\$26</b>	<b>\$0</b>
<b>DONATIONS</b>		
CASH	\$10	\$0
CHECK	\$18	\$0
E STORE CREDIT CARD		
<b>SUBTOTAL</b>	<b>\$28</b>	<b>\$0</b>

53

OTHER	\$0	\$0
TOTAL	\$1,179	\$595

EXPLANATION:

54

**LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT**  
**ACCOUNT OF CATS**  
**JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES**  
**(May) 2019**

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	4	0	0
Cats brought in by Animal Control Officer	0	1	1
Cats brought in by County Residents	39	7	46
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	3	0	3
Cats Quarantined	0	0	0
Cat returned to owner	1	0	1
Cats Escaped	0	0	0
Adoptions:			
With Charge	5	2	7
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	32	5	37
Euthanasia:			
Owner Request	0	0	0
Other	4	0	4

*Janelle L Cochran*  
 Signature

*June 18, 2019*  
 Date

55

**LEWIS - UPSHUR ANIMAL CONTROL FACILITY**  
**ANIMAL REPORT (June 18, 2019)**  
**ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY**  
**FOR THE MONTH OF (May) 2019**

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	15	9	24
Other Animals brought in by Animal Control Officer	0	0	0
Dogs brought in by County Residents	12	5	17
Dogs brought in by Law Enforcement	1	0	0
Dogs in Drop Box	8	0	8
Dogs Quarantined	1	0	1
Dogs Returned to Owner	5	1	6
Dogs Escaped	0	0	0
Adoptions:			
With Charge	11	7	18
Without Charge	0	0	0
Rescues:			
With Charge	6	1	7
Without Charge	4	1	5
Euthanasia:			
Owner Request	1	0	1
Other	0	1	1

*Jamella L. Cochran*

Signature

*June 18, 2019*

Date



DUSTIN HOLLEN, ANIMAL CONTROL / HUMANE OFFICER

MONTHLY ANIMAL REPORT

MAY 2019

TRANSACTION	#
Animals picked up by ACO:	15
Dogs	15
Other	0
Animals returned to Owner by ACO:	0
Dogs	0
Other	0
Animals Delivered to LUACF:	15
Dogs	15
Other	0
Animals Quarantined by ACO:	1
Dogs	1
Other	0
Animals Terminated:	1
Dogs	1
Other	0
Total Number of Hours Involved	158 1\2

Dustin L Hollen  
Signature

6-3-19  
Date



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: April 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2010 Ford Expedition	1FMJU1G50AEB66213	119856	120465	609	41.7
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					609	41.7

# UPSHUR

County, West Virginia

## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: April 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2008 Toyota Tundra	5TBBV541B8551	75,712	76,733	1,021	21.4
Mike Campbell		4917				10.42
Mike Haler						16.83
Loretta Koone						16.61
						17.80
GRAND TOTALS					1,021	83.06

# UPSHUR

COUNTY, WEST VIRGINIA

## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: April 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBF2B69KEC81	1095	1457	362	23.7
Mike Campbell		902			0	
Mike Haler					0	
Louella Krone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					362	23.7

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2010 Ford F-150	1ETFWIEVIAFC79153	106763	107041	278 0	21.7
MIKE CAMPBELL					0	
MIKE HALER					0	
LORETTA KOONE					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
<b>GRAND TOTALS</b>					<b>278 0</b>	<b>21.7 0</b>

April 2019  
Feb-19

# UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

(6)

Officer	Cruiser	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
DAVE COFFMAN - 900	2014 FORD EXPLORER	1FM5K8AR9EGA71008	N/A	N/A	N/A	N/A
MIKE KELLEY - 902	2010 FORD Explorer	1FM5K8AR8GGB44629	57218	59362	2144	119
MARK DAVIS - 903	2016 Ford Explorer	1FM5K8AR0GGB43426	56370	57695	1325	80.1
MARSHALL POWERS - 904	2016 Ford Explorer	1FM5K8AR4GGB44630	65000	66620	1620	99
CI DAY - 905	2013 FORD TAURUS	1FAHP2M86DG157805	58698	58981	283	13.3
THERON CAYNOR - 906	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	39084	40742	1658	114.28
DEWAIN LINGER - 907	2019 Ford Explorer	1FM5K8AR5KGA29379	3890	5240	1350	213.75
RODNEY ROLENSON - 908	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	23750	24544	794	64
ROCKY HEBB - 909	2017 FORD TAURUS	1FAHP2MK5HG119855	28612	29654	1042	79.5
TYLER CHIDESTER - 912	2012 Ford EXPEDITION	1FMJU1G50CEF29483	129415	131360	1945	160.3
TYLER GORDON - 913	2019 FORD TAURUS	1FAHP2MK4KG102939	6497	8235	1738	0
DAN BARCUS - 914	DODGE CHARGER	2B3AA4CT9AH269160	100215	100415	200	8.1
BOBBY HAWKINS - 916	2010 FORD CROWN VICTORIA	2FABP7BV2AX1010650	136301	137807	1506	94
DANNY GOULD - 918	Ford Crown Victoria 2010	2FABP7BV4AX100651	104603	104973	370	19
CRYSTAL LINGER - 917	2010 Ford Expedition	1FMJU1G52AEB66214	126885	127095	210	18.3
DUSTIN HOLLEN - 930	2009 FORD F-150	1FTRX14W39FA27159	173705	174960	1255	120.3
RODNEY ROLENSON (dc)	2005 CHEVROLET EQUINOX	2CNDL73F556160712	80643	82389	1746	107.4
GRAND TOTAL					19,186	1,310.33

## Additional Vehicles

2005 Yamaha ATV	5Y4MO4Y55A013912
2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912
2005 HMS Transport Trailer	5HABH20265N049282
2010 Ford Expedition	1FMJU1G50AEB66213
2001 Ford Explorer	1FMZV72ZE41ZA57159
2006 Fleetwood Mallard	1EF1B3020364011090
2006 Speed Trailer	5F15S091761003152
2010 Dodge Charger	2B3AA4CT9AH269160
S.W.A.T. 1991 International	1HT5LNEMOMH337402
2008 Ford Crown Victoria	2FABP71V88X123105
2010 Ford Expedition	1FMJU1G52AEB66214

FOR SALE  
FOR SALE

MAY/28/2019/TUE 07:36 AM

Upshur Co Sheriff WV

FAX No. 304 472 4547

P. 001/001



U P S H I U R

# MONTHLY MILEAGE LOG

MONTH / YEAR: April 2019 - May 2019

[illegible]

# UPSHUR COUNTY COMMISSION

## MONTHLY MILEAGE LOG

**Month/Year: April 2019**

b.1

EST.  1854

# U P S H U R

County, West Virginia

# UPSHUR COUNTY COMMISSION

## MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: May 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2010 Ford Expedition	1FMJU1G50AEB66213	120465	120912	447	20
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			<b>GRAND TOTALS</b>		447	20



Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG Harris	2010 Ford F-150	1FTFW1EV1AFC7	107041	107334	293	41.6
Mike Campbell		9153			0	
Mike Haler					0	
Loretta Korne					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					293	41.6

# U P S H U R

# MONTHLY MILEAGE LOG

MONTH / YEAR: May 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBFZB69KEC81	1457	1943	486	17.3
Mike Campbell		902			0	26.1
Mike Hale					0	
Louella Koone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					486	43.4

May  
-Feb-19

## UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

109

Officer	Cruiser	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
DAVE COFFMAN - 900	2014 FORD EXPLORER	1FM5K8AR9EGA71008	N/A	N/A	N/A	N/A
MIKE KELLEY - 902	2010 FORD Explorer	1FM5K8AR8GGB44629	59362	61020	1658	91.1
MARK DAVIS - 903	2016 Ford Explorer	1FM5K8AR0GGB43426	57695	59649	1954	77.3
MARSHALL POWERS - 904	2016 Ford Explorer	1FM5K8AR4GGB44630	66620	68850	2230	157
CJ DAY - 905	2013 FORD TAURUS	1FAHP2M86DG157805	58981	59428	447	12.3
THERON CAYNOR - 906	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	40742	42207	1465	110.4
DEWAINE LINGER - 907	2019 Ford Explorer	1FM5K8AR5KGA29379	5240	6834	1594	102.5
RODNEY ROLENSON - 908	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	24544	25344	800	64
ROCKY HEBB - 909	2017 FORD TAURUS	1FAHP2MK5HG119855	29654	30677	1023	72
TYLER CHIDESTER - 912	2012 Ford EXPEDITION	1FMJU1G50CEF29483	131624	133567	1943	159.5
TYLER GORDON - 913	2019 FORD TAURUS	1FAHP2MK4KG102939	8235	9983	1748	0
DAN BARCUS - 914	DODGE CHARGER	2B3AA4CT9AH269160	100450	103025	2575	181.7
BOBBY HAWKINS - 916	2010 FORD CROWN VICTORIA	2FABP7BV2AX1010650	137807	139483	1676	101
DANNY GOULD - 918	Ford Crown Victoria 2010	2FABP7BV4AX100651	104973	105614	641	44
CRYSTAL LINGER - 917	2010 Ford Expedition	1FMJU1G52AEB66214	127095	127510	415	50.7
DUSTIN HOLLEN - 930	2009 FORD F-150	1FTRX14W39FA27159	174960	176456	1496	120.3
RODNEY ROLENSON (dc)	2005 CHEVROLET EQUINOX	2CNDL73F556160712	82389	83881	1492	86.5
GRAND TOTAL					23,256	1,430.30

## Additional Vehicles

2005 Yamaha ATV	5Y4MO4Y55A013912
2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912
2005 HMS Transport Trailer	5HABH20265N049282
2010 Ford Expedition	1FMJU1G50AEB66213
2001 Ford Explorer	1FMZV72ZE41ZA57159
2006 Fleetwood Mallard	1EF1B3020364011090
2006 Speed Trailer	5F1SS091761003152
2010 Dodge Charger	2B3AA4CT9AH269160
S.W.A.T. 1991 International	1HT5LNEMOMH337402
2008 Ford Crown Victoria	2FAFP71V88X123105
2010 Ford Expedition	1FMJU1G52AEB66214

FOR SALE  
FOR SALE



71

# UPSHUR

## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT:

Comm. Corrections

MONTH / YEAR:

May / 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
	Focus		126613	126671	58	0
			126671	126720	49	0
			126720	126791	71	0
			126791	126786	66	0
			126786	126868	80	0
			126868	126909	39	0
			126909	126964	59	0 9.5
			126964	127034	70	0
			127034	127079	45	0
			127079	127157	78	0
			127157	127218	59	0
			127218	127282	66	0
			127282	127330	48	0
			127330	127379	49	0
			127379	127446	66	0 9.0
			127446	127509	59	0
						0
			GRAND TOTALS		962	0 18.50



73

# UPSHUR

## UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: May 2019

Employee	Vehicle Description	VIN		End Mileage	Total Mileage	Fuel (Gal.)
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,651	102,661	10	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,661	102,675	14	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,675	102,682	7	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,682	102,700	18	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,700	102,712	12	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,712	102,715	3	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,715	102,718	3	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,718	102,719	1	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,719	102,720	1	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,720	102,734	14	
John Snyder	2008 Ford 250	1FTSX21598EB86131	102,734	102,739	5	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131	102,739	102,742	3	
Jan Cochran	2008 Ford 250	1FTSX21598EB86131			0	
					0	
					0	
					0	
					0	
					0	
					0	
					91	
				GRAND TOTALS		

74



Are you experiencing  
**HOMELESSNESS?**

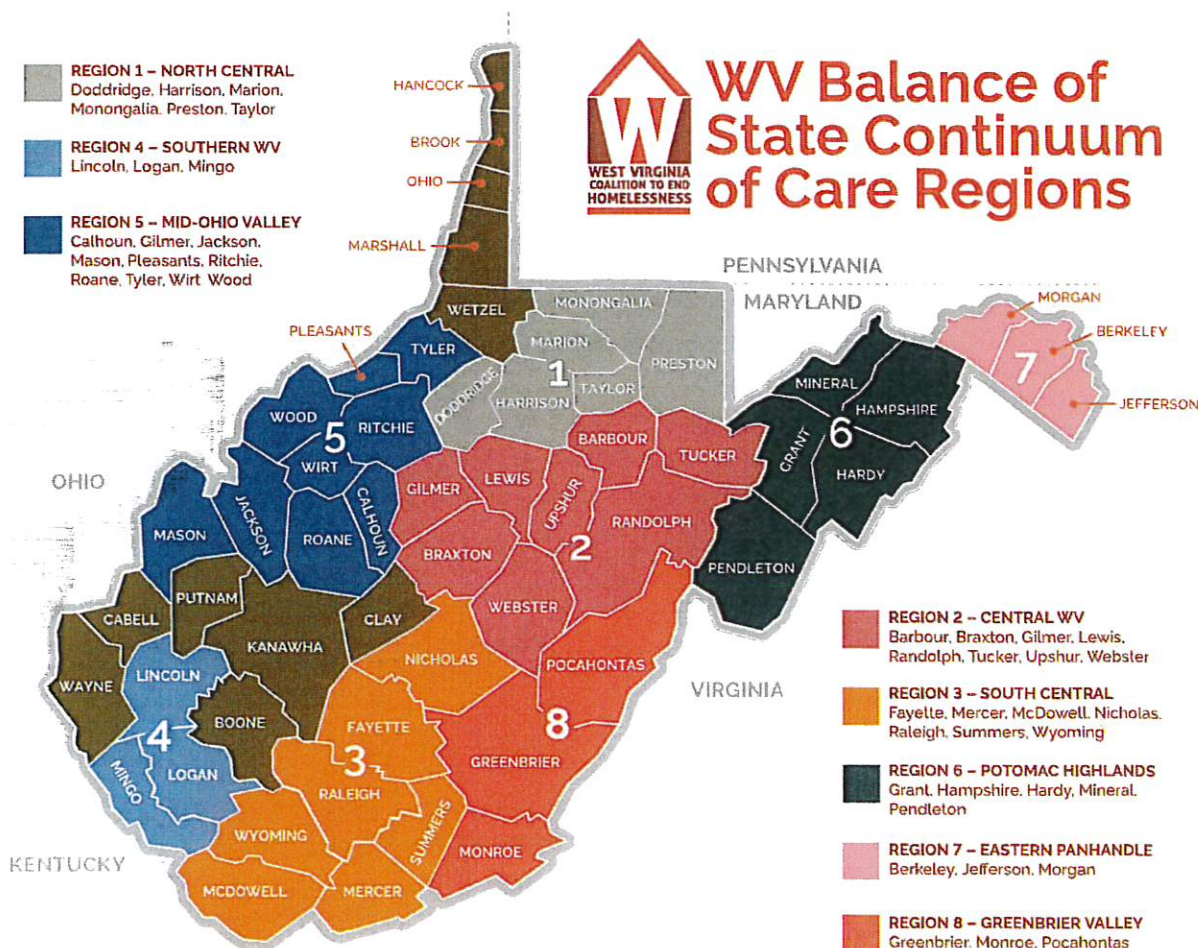
Do you need assistance  
with connecting to

**HOUSING RESOURCES?**



Persons currently experiencing homelessness in any of the 44 counties served by the WV Coalition to End Homelessness can be connected to emergency shelter and permanent housing resources.

Coordinated Entry Intake Line  
**(833) 722-2014**



Coordinated Entry Email: [ces@wvceh.org](mailto:ces@wvceh.org)  
Website: [www.wvceh.org](http://www.wvceh.org) | Facebook: [www.facebook.com/wvceh](https://www.facebook.com/wvceh)

75

**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Tuesday, June 18, 2019**

---

**A. Call to Order**

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

**B. Recognized Guests**

- B.1 Recognition of June BEST Award Winner
- B.2 Recognition of Ambassador Award-Caressa Chapman
- B.3 Retirement of Street Department Employees- Charlie Riffle & Melvin Smith
- B.4 Diversity Appreciation Coalition-Upcoming Events

**C. Department & Board Reports**

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 Public Works Director- Jerry Arnold
- C.3 Finance Director- Amberle Jenkins
- C.4 Police Chief-Matthew Gregory
- C.5 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 Notice Rescheduled Meeting Notice for City Council & Waste Board July 2, 2019 due to Holiday
- D.2 Report of Cat & Dog Activity –Upshur County Commission-April 2019
- D.3 CityPR & Mayor's Remarks- ADA Awareness Exercise
- D.4 Letter of Understanding between WVWC & COB- To Utilize Camden Ave Apts' Complex for Training Exercises
- D.5 Letter from WVML RE: Appointment of Mayor McCauley to serve on the Policy Committee
- D.6 Retirement of Executive Director Lisa Dooley
- D.7 Schedule of UCARE Summer Pool Parties
- D.8 Chris Sauerwein 54 S. Kanawha St. Zoning Reinstatement Change & Withdrawal Request
- D.9 Letter to Chris Garrett Registered Sanitarian
- D.10 Letter of Agreement COB & BOE RE: Structure Razing at 102 Smithfield St

**E. Consent Agenda**

- E.1 Approval of Minutes-Regular meeting 06/06/19
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

**F. Strategic Issues for Discussion and/or Vote**

- F.1 Approval to Submit Walmart Foundation Grant Application For National Night Out Program-BPD/BFD
- F.2 Approval to Resubmit AML Pilot Grant Application
- F.3 Discussion Draft Ordinance No. 437 Employee Health Insurance
- F.4 Discussion Part Time Firefighter/Home Rule

**G. Comments and Announcements**

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas

**H. Mayor's Comments and Announcements**

- I. Executive Session –Property Matters Per WV Code § 6-9A-4**
- J. Adjournment**

**Next Regular Scheduled City Council Meeting Tuesday, July 2, 2019**

**Posted 06/13/19**

76

UPSHUR COUNTY PUBLIC LIBRARY  
Board of Directors Special Meeting Agenda  
Tuesday, June 25<sup>th</sup>, 2019, 4:00 p.m.

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
  - a. FY 2020 budget
  - b. Personnel Manual Revisions
  - c. Raven Rock WiFi upgrade
  - d. Parking lot construction progress
- VI. New Business
  - a. Board of Education – George Carver
- VII. Friends of the Library update - Ann
- VIII. Setting date of next Board meeting
- IX. Adjournment

77

In compliance with West Virginia's Public Meeting Law, the 26<sup>th</sup> Judicial Circuit Community Corrections Program special board meeting will be held June 25, 2019 at 6:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

## **COMMUNITY CORRECTIONS**

### **Special Board Meeting Agenda**

**June 25, 2019**

**Upshur County Day Report Center 6:00 P.M.**

#### **I. Handouts**

- Sign in sheets
- Agenda, Previous Meeting Minutes
- Budget report

#### **II. New Business**

- 1) Batterer's Intervention Prevention Class Update
  - Upshur/Lewis- 4 referrals still no facilitator
- 2) Home Confinement Update- Lewis- 17 Upshur- 22
- 3) Community Corrections Update
  - Referrals received since July 1, 2017 Upshur-102 Lewis-99 Total- 201
  - Request to purchase new vehicle

#### **III. Next Meeting**

- **August 5, 2019 at the Lewis County Commission Meeting Room 6:00 P.M.**



**THE ELKINS ROAD PUBLIC SERVICE  
DISTRICT WILL HOLD ITS REGULAR  
MONTHLY MEETING ON TUESDAY,  
JULY 2, 2019 @ 5:30 P.M.**

**ANYONE WISHING TO ADDRESS THE BOARD SHOULD REQUEST TO BE PUT ON THE AGENDA BY FRIDAY, JUNE 28, 2019  
FOR ADDITIONAL INFORMATION, PLEASE CALL 304-472-3008 MONDAY THRU FRIDAY 9-1.**



**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Tuesday, July 2, 2019**

---

**A. Call to Order**

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

**B. Recognized Guests**

- B.1 Recognition of June BEST Award Winners Brad & Kim Lincicome
- B.2 Laura Meadows-Executive Director-UCCVB- Annual Report
- B.3 Introduction of Michelle Harter-SYCC Program Coordinator
- B.4 Emil Butcher- Micrologic-Internet Services

**C. Department & Board Reports**

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 SYCC Director-Debora Brockleman
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Fire Chief-JB Kimble
- C.6 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 FOIA Request-SmartProcure RE: Purchasing Records
- D.2 Thank you letter to Arnett, Carbis, Toothman
- D.3 Proclamation & Article-Retirement Lewisburg Mayor John Manchester
- D.4 Proclamation BUHS Class of 1979
- D.5 State Treasurer- Increase in fee RE: Law Enforcement Training Fund
- D.6 Buckhannon Volunteer Center Newsletter-Summer 2019
- D.7 CityPR: FirstEnergy Foundation Gift of \$10K Colonial Theatre Renovation Project
- D.8 Thank you letter to Caressa Chapman Fox's Pizza-SYCC Gift Supporting
- D.9 Letter to VFW Post 3663 & American Legion Post 7 RE: Proposed Kanawha St Improvements

**E. Consent Agenda**

- E.1 Approval of Minutes-Regular meeting 06/18/19
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

**F. Strategic Issues for Discussion and/or Vote**

- F.1 Approval Resolution 2019-07 Budget Revision #1 General Fund FY 2019/20
- F.2 Approval Resolution 2019-08 Budget Revision #1 Coal Tax FY 2019/20
- F.3 Discussion Draft Ordinance No. 437 Employee Health Insurance
- F.4 Approval of COB Board/Committee Appointments FY 2019-20
- F.5 Continued Discussion Part Time Firefighter/Home Rule

**G. Comments and Announcements**

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Randall Sanders

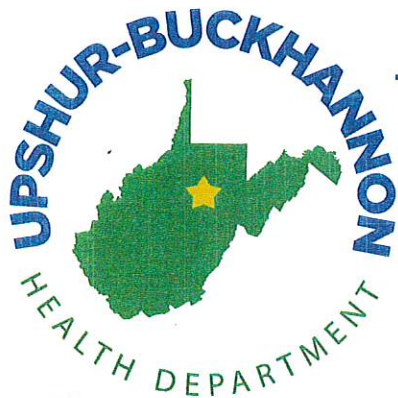
**H. Mayor's Comments and Announcements**

**I. Executive Session –Property Matters Per WV Code § 6-9A-4**

**J. Adjournment**

Next Regular Scheduled City Council Meeting July 18, 2019

Posted 06/26/19



Our Health Department is for **EVERYONE!**



**Board of Health Meeting Agenda**  
**Thursday, July 11, 2019**  
**6:00pm**

- A. Call to Order
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
  - B.1. Laura Jones, Milan Puskar Health Right
- C. Consent Agenda
  - C.1 Approval of May 02, 2019 Minutes
- D. Financial Report – Melinda Law
- E. Departmental Reports
  - E.1 Environmental - Chris Garrett, RS
  - E.2 Nurse Director – Sue McKisic, RN
  - E.3 Medical Director – Dr. Joseph Reed
  - E.4 Threat Preparedness Report – Patty Thrasher
  - E.5 Administrator's Report – Sue McKisic, RN
- F. Harm Reduction Program – Laura Jones, Milan Puskar Health Right
- G. Correspondence & Information
  - G.1 Additional State Funding level restored
  - G.2 State Adoption of the 2013 FDA Food Code
- H. Strategic Issues for Discussion and / or vote
  - H.1 Adoption of UBHD Employee Handbook
  - H.2 Approval of Record Retention Policy
  - H.3 Approval of Fee Wavier for Stockert Youth Center
  - H.4 Window Replacement
  - H.5 New Outside lighted sign
- I. Board Member Comments and Announcements
  - I.1 Larry Carpenter
  - I.2 Teresa Kee
  - I.3 Amy Queen
  - I.4 Kessa Thorpe
- J. Board Chairman Comments and Announcements
- K. Executive Session (Personnel)
- L. Adjournment

POSTED: 06/25/2019

(81)

Upshur County Safe Structures and Sites  
Enforcement Board  
April 11, 2019

Members present: Greg Harris, Chris Cook, Chris Garrett

Members absent: Rick Harlow and Brian Shreves

Others present: Tabatha Perry

The meeting was called to order at 4:00 p.m. by Greg Harris.

The March 14, 2019 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

**The Enforcement Board reviewed the following cases:**

012017-01 and 012017-02 (George) – No action taken. This case remains open, per the Board's previous decision. No additional complaints have been received.

020917-01 (Wojnovich) – No action taken. Waiting until the end of the 18 month period to see if the new owner brings the property into compliance. Sold during the tax sale on 11/15/17. Discuss during June 2019 meeting.

061418-03 (Best) No action taken. Waiting until the end of the 18 month period to see if the new owner brings the property into compliance. Sold during the tax sale in November 2018. Discuss during May 2020 meeting.

101118-01 (Chapman) – This case has been turned over to the Commission. Chris Garrett spoke with James McClain at the DEP and stated the property owner is working on it. The DEP is not interested in taking to Magistrate Court and would further need to give him at least a year before assessing fees on behalf of the DEP. Property owner needs to apply for permits due to amount of items next to the stream. Tom Sizemore through DOH is pursuing legal action because of ROW. Chris asked for case numbers if he comes across.

121318-01 (Humphrey) – The Board reviewed photographs of the property. Brian Shreves was not present to provide an update regarding his contact with Officer Collins. On motion by Chris Garrett, seconded by Chris Cook. The Board moved to provide the owner with a second extension until June 13<sup>th</sup> to bring the property into compliance.

011019-01 (Leichliter) – The Board reviewed photographs of the property and noted there are several tires remaining. On motion by Chris Cook, seconded by Chris Garrett. The Board moved to provide the owner with a second extension until June 13<sup>th</sup> to bring the property into compliance.

52

**The Enforcement Board reviewed the following new cases:**

041119-01 (Knight) -- Reviewed complaint. On motion by Chris Garrett, seconded by Chris Cook, the Board moved to open this case and review photographs of the property at the next meeting.

041119-02 (Perrine) -- Reviewed complaint. On motion by Chris Garrett, seconded by Chris Cook, the Board moved to open this case and review photographs of the property at the next meeting.

**Public Comment:**

Tabatha informed the Board the Commission was unable to allocate \$5,000 to the Health Dept. for the adoption and enforcement of a vector ordinance; however, she has been researching County public nuisance ordinances and is waiting for feedback from the Commission.

**Other Business:**

The next meeting will be held on Thursday, May 9, 2019 at 4:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon.

By consensus of the Board, the meeting adjourned at 4:35 p.m.

Approved by:

  
\_\_\_\_\_  
Greg Harris, Enforcement Officer

06-13-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Garrett, Board Member

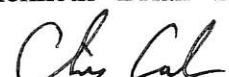
6/13/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Harlow, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenneth "Brian" Shreves, Board Member

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Cook, Board Member

06/13/19  
\_\_\_\_\_  
Date



**UPSHUR COUNTY YOUTH CAMP BOARD**  
**May 2, 2019**

The Upshur County Youth Camp Board met in regular session at the camp on Thursday, May 2, 2019. President Glen Hawkins called the meeting to order at 6:30 pm. Board members present were Glen, Debbie Hull, Craig Presar and Thanna Wentz. Gini Croaff did not attend. Camp manager Greg Woody and Nate Kennedy also attended.

The secretary's report was approved with the following corrections: Payment for first half of timber sale will be received at the beginning of the cutting operation - not at the bid opening. County employees will receive an across the board 2% raise and not 1%. The financial report and corrected minutes were accepted through motions made by Craig and seconded by Debbie.

The bid opening for the timber is scheduled for June 6, 2019 in the Commissioner's chamber. Nate advised that he is still waiting a for right away agreement through the Roger Kelley property. He anticipated the timber sale should be around \$40,000.00.

The completion of the Brownfield project was a great disappointment for the Board. Large stumps and black liner (which was supposed to be removed) sticking through the ground as well as the odor of tar was sickening.

Craig invited the Board and a guest to attend a VIP dinner with the younger 4-Her's on June 11. He stated that we will receive an invitation in the mail as well.

Craig also stated that he had been in a meeting with folks (Myra and Patty) who work in the finance office of the 4-H Foundation. He explained to them the problem that the Foundation has owed the Board \$500.00 since 2016 and he has not been able to have anyone listen to him. These ladies assured him they will work to clear up this debt.

Craig stated that Patty and Myra were making a trip to Kentucky to visit Upshur County's first Extension agent in the 1940's, Jack Tyree. Their mission was to request a grant for the State 4-H camp. Craig asked them to suggest a gift to his first extension job here in Upshur County.

The elimination dinner, which is scheduled in August was discussed: (1) Greg will check into the possibility of getting a Henry rifle to sell chances on, (2) have a 50/50 drawing, (3) a silent auction (4) sell chances on a gift basket

Thanna said she was told the audit would be happening sometime in

the summer.

Greg said the sign at the entrance of the camp is cleaned, new posts have been concreted into the ground, the hangers have been replaced and the sign is ready to be hung.

Gregs' Comments:

1. Turned in money from spring turkey hunters
2. Randy Harris and "Little Mike" from the county maintenance crew will help install the AC units in Heavner Hall. Debbie has not given Thanna the bills for the supplies needed for this project
3. Assembly hall has been painted
4. Pool chemicals have been ordered. Pool is cleaned and ready to be filled
5. Septic tank will need to be pumped by the end of the season
6. The County Health inspector will visit the camp on May 29 to inspect the kitchen, pool and grounds
7. A list of summer employees was distributed to the board members
8. Christian Fellowship church will hold a week-end camp August 16,17 and 18. It was agreed not to require a pre payment
- 9 Suggest when we are able to have the new lawn mower delivered to the camp, we have the newspaper take a picture of board members and Mr. Fetty to publicly thank Weyerhaeuser for their generous donation
10. Time to work with the county pool supervisor to get life guards scheduled
11. Will visit World Vision on May 10

There being no further business, the meeting was adjourned. The next meeting will be in the Commission Chamber on Thursday, June 6 and 10:00 am.

Respectfully submitted,

Carrie

85

UPSHUR COUNTY YOUTH CAMP BOARD  
AGENDA

May 2, 2019

Call to order 6:30 pm

Secretary report

Financial statement

Old Business:

1. Nate Kennedy timber progress
2. Brownfield progress
3. CPG
4. CEO donations
5. Brochure
6. Elimination dinner
7. Audit
8. Signage damage

Greg's comments:

Adjournment

Next meeting: June 6 at the Commission office at 10:00 am or June 11 at the camp following dinner

96

Tennerton Public Service District  
Monthly Meeting  
May 8, 2019

The regular monthly meeting of the Tennerton Public Service District was held at the District office at 188 Fayette Street, Buckhannon West Virginia on May 8, 2019

In attendance were Joe Tenney, Elmer Tenney, John Barnes, Terry Gould, and Vickie Dean

The meeting was called to order promptly at 2:00 pm by Joe Tenney, chairman. The minutes of the previous meeting held on April 11, 2019 were read, motion to approve by Elmer Tenney, seconded by Joe Tenney.

Terry Gould reported the following:

- He will talk to the city mechanics about fixing the generator.
- Terry has had a couple of meetings with Joni Nelson and Mr. Smith. There will be no tap fees since it's a development. TPSD will pay for the Health inspection only if Ringers do the work - who is our contractor. We know his work and Mr. Ringer knows our regulations. If anyone else does the work, Nelson and Smith will have to pay the fee.

Terry mentioned the agreement with the city. Terry will meet with the attorney to discuss the "control" issues.

Insurance coverage is up for renewal. \$3981 yearly for liability for TPSD and Board members.

Supplied WVPSC 2018 Annual Revenue. We are now in compliance.

Terry will request Watson-Thrasher to have pre-liminary at next meeting.

New manhole covers thought to be reasonable.

Terry brought up changing from JP Morgan Chase Bank to Freedom Bank. All board members agreed. Terry will check on and get back to board at next meeting.

87

Terry Gould presented the monthly financial reports and the bills to be paid.

A motion to pay the invoices was made by Joe Tenney and seconded by Elmer Tenney.

There being no other business to discuss, motion was made by Joe Tenney to adjourn seconded by Elmer Tenney.

Respectfully Submitted,

*Elmer Tenney*

---

Secretary

*Joseph A. Tenney*

---

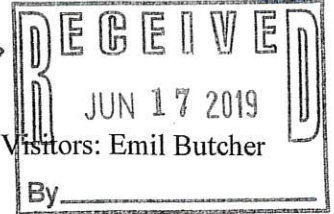
Chairman

**Adrian Public Service District**

May 9, 2019

Monthly Board Meeting

Present from Adrian PSD were: Paul Spencer, Eric Brunn, Kelly Arnold, and Lindsey Woody. Visitors: Emil Butcher from Micrologic, Robbie Morris from Randolph Co. Development Authority, and Trey Horner.



All motions are unanimous unless otherwise noted.

The meeting was called to order at 10:00 am by Chairman Spencer.

Minutes of the April 11, 2019 meeting were read. Don made the motion to approve the minutes and Kelly second.

Invoices were presented – Motion to pay was made by Don, second by Kelly.

**Old Business**

- Phase VIII/Pickens – Trey will be getting in contact with property owner, Jason Lewis, for acquiring the future pump station property.
- Rob Hinton from the Upshur Co. Development Authority is still in contact with our attorney to propose a lease agreement that we can agree on for building a broad band tower on The Rock Cave Tank Site.

**New Business**

- Robbie Morris and Emil Butcher proposed for Micrologic to build a broad band tower on our future Pickens Tank Sites. Overall, we agreed with Trey that we will include enough land in our purchase from the land owners to build the tower and our tanks on the site, contingent on that the land owners are agreeable to the tower and that there are no issues or discrepancies prior to building.  
-A Memorandum of Understanding was revised by our attorney and then approved by the board members. It was then signed by both our Chairman, Paul, and Robbie from the Development Authority for the proposed tower.

**Items for Discussion/Action/Approval**

- Norma passed her WD Certification Exam
- All employee's pay was reevaluated in executive session.

**Maintenance – Eric**

- Water consumption on master meter has gone down substantially.
- Repaired two service leaks
- Repaired a main break on Abbott Rd.
- Replaced starter motor at the Beechtown Pump Station due to lightning
- Completed painting the interiors of pump stations
- Continuing leak detection

**Office Report**

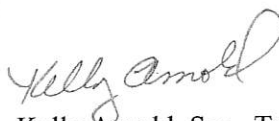
- Tetrick & Bartlet conducted our independent audit on May 8<sup>th</sup> for the fiscal year of 2018.

The meeting adjourned at 12:30 pm. Next regular meeting will be June 13, 2019 at 10:00 am.

Board of Directors

  
Paul Spencer, Chairman

  
Don B. Killingsworth, Vice Chairman

  
Kelly Arnold, Sec., Treas.

(9)

## Upshur County Fire Board Meeting May 21, 2019

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

Members Absent: Tom O'Neill and Linn Baxa

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

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

The meeting minutes from April 16, 2019, were reviewed. On motion by Larry Alkire, and second by Kristie Tenney, the Board approved the minutes.

The Fire Fee Clerk reported the 2018 Fire Fees are at 92 percent collected.

The person interested in completing the second term of the Buckhannon District for the Fire Board could not be approved due to being an honorary member of a Fire Department.

Kristie Tenney advised the Fire Board sign for the Firemen's Parade was delivered to Rick Harlow.

The checking account balance as of 04/30/2019 was \$96,539.84. The disbursement from the Chief Tax Deputy for the month of March was \$3,150.29.

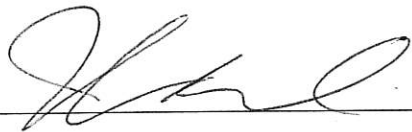
The following invoice was reviewed and approved upon motion by Joe Gower and second by Kristie Tenney:

➤ Software Systems---Invoice # 32668---Maintenance Charge January---\$216.00

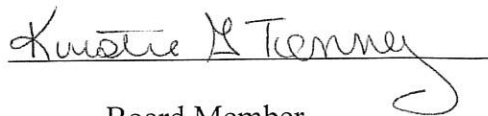
After discussion and on motion by Joe Gower and second by Clifton Shaw the Board tabled the signing of the WVCorp Insurance proposal until further research is conducted on exactly what the Board is required to carry.

There were 3 *Requests for Relief of Erroneous Assessment* approved by the Fire Board. There were 4 corrective tickets this month approved on motion by Larry Alkire and second by Clifton Shaw.

There being no further business the meeting adjourned at 7:00p.m. The next meeting of the Board will be June 18, 2019.



Joe Malcolm, Chairman, Upshur County Fire Board



Board Member