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Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: October 31, 2019

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• October 24, 2019
- 9:05 a.m. Lt. Paul Mark Davis, Upshur County Deputy - Update on implementation of the Drug Abuse Resistance Education (D.A.R.E.) Program
- 9:15 a.m. Mike Cozad and Jason Harshbarger - Update on the Atlantic Coast Pipeline Project
- 9:30 a.m. Proclamation recognizing E911 telecommunicators as "First Responders" Page 4
- 11:00 a.m. Clayton J. Fitzsimmons of Fitzsimmons Law Firm PLLC - Update on pending opioid litigation via conference call
Item may lead to Executive Session per WV Code §6-9A-4
- 1:00 p.m. Continued discussion regarding options for utility installation along Rt. 33 west of Buckhannon
- 3:00 p.m. Board of Assessment Appeal (BOAA) Telephonic Hearing for Pringle House LP- 2019 Valuation

Items for Discussion / Action / Approval:

1. Consideration of a revised resolution gifting the two Commission owned fire trucks (1996 Smeal Freightliner Pumper Vin#1FV6JLCB6TL682573; 2003 Kenworth Pumper Vin#2NKMHZ8X33M387293) located within the Buckhannon Fire Department to the Buckhannon Volunteer Fire Department per WV Code 7-3-3. * Page 5-6
2. Consideration of a resolution setting forth the Commission's intent to allocate \$15,000 to the City of Buckhannon for fire response within the first due fire service zone, beginning in Fiscal Year 2021 pending annual budgetary approval. * Page 7-8
3. Correspondence from Governor Jim Justice announcing the Victims of Crime Act (VOCA) Grant Award in the amount of \$36,380 to be used to provide direct services to crime victims in Upshur County. Approval for Samuel R. Nolte, Commission President, to sign the Contract Agreement, Standard and Special Conditions, Certifications and Resolution for this grant. * Page 9-32
4. Approval and signature of Service Contract with Cleveland Brothers to perform semi-annual service and annual maintenance service for the engine, generator and GENSET located at the E-911 Communications Center. The total cost for the 2019 agreement is \$1,390; the total cost for the 2020 agreement is \$2,610; and the total cost for the 2021 agreement is \$2,660. The agreement includes all parts, travel time, mileage and labor for two inspections each year. The Upshur County Commission reserves the right to terminate the agreement for any reason at any time. * Page 33-37

5. Approval of the revised Upshur County Part-time Employee Time Sheet. Approval will be effective the first payroll in January, 2020. * Page 38
6. Discussion regarding a successor to David E. Godwin, Prosecuting Attorney. *
Item may lead to Executive Session per WV Code §6-9A-4
7. 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 Lindsey Woody, Office Manager at the Adrian Public Service District, announcing that during the October 2019 Board of Directors meeting it was approved to change to their monthly meeting from the second Thursday of the month at 10:00 a.m. to the first Thursday of the month at 3:00 p.m. to accommodate their new Vice Chairman, Carolyn Douglas Page 39
2. Upshur County Fire Board, Inc. Financial Statement – July 1, 2018 through June 30, 2019 Page 40-44
3. Upshur County Fire Board, Inc. Financial Statements and Independent Auditor's Report for Fiscal Year ended June 30, 2019. Copies are available for public inspection in the office of the Upshur County Commission upon request. Under separate Cover
4. Elkins Road Public Service District Independent Audit for Fiscal Year July 1, 2018 through June 30, 2019. Copies are available for public inspection in the office of the Upshur County Commission upon request. Under separate cover
5. Public Notices:
 - a. Newsletters and/or Event Notifications:
 - Veteran's Day Celebration presented by the Buckhannon-Upshur High School Military Club, Thursday, November 7th 2:00 p.m. – 3:00 p.m. in the Main Gym, 270 BU Drive Page 45
 - b. Agendas and/or Notice of Meetings:

• Upshur County Solid Waste Authority	November 4, 2019	<u>Page 46</u>
• Buckhannon-Upshur Board of Health	November 7, 2019	<u>Page 47-48</u>
 - c. Meeting Minutes:

• James W. Curry Advisory Board	September 25, 2019	<u>Page 49-51</u>
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 - d. Meetings:

• 11/05/19 5:30 p.m.	Elkins Road PSD
• 11/05/19 4:00 p.m.	Hodgesville PSD
• 11/07/19 7:00 p.m.	Banks District VFD
• 11/07/19 7:00 p.m.	Selbyville VFD

- 11/11/19 12:00 p.m. Upshur County Family Resource Network - Cancelled
- 11/04/19 4:30 p.m. Upshur County Solid Waste Authority
- 11/11/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 11/18/19 6:00 p.m. Lewis-Upshur Community Corrections Board
- 11/12/19 7:30 p.m. Adrian VFD
- 11/07/19 6:00 p.m. Buckhannon-Upshur Board of Health
- 11/27/19 7:00 a.m. Upshur County Development Authority – Full Board
- 11/20/19 12:00 p.m. Upshur County Senior Center Board
- 11/14/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 11/13/19 7:00 p.m. Warren District VFD
- 11/14/19 3:00 p.m. Adrian PSD
- 11/13/19 3:00 p.m. Tennerton PSD
- 11/14/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 11/14/19 7:30 p.m. Buckhannon VFD
- 11/14/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 11/21/19 6:30 p.m. Upshur County Youth Camp Board
- 11/17/19 6:00 p.m. Washington District VFD
- 11/18/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce – Innovation Center
- 11/20/19 4:00 p.m. Upshur County Public Library Board
- 11/19/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 11/19/19 6:30 p.m. Upshur County Fire Board, Inc.
- 11/26/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 11/13/19 7:00 p.m. Ellamore VFD
- 11/20/19 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 11/21/19 2:00 p.m. Upshur County Farmland Protection Board
- 11/27/19 10:00 a.m. James W. Curry Advisory Board
- 11/20/19 7:00 p.m. Upshur County Fire Fighters Association
- 11/13/19 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 11/25/19 10:00 a.m. Mountain CAP of WV, Inc., a CDC
- 12/13/19 11:00 a.m. Region VI Local Elected Officials

6. Appointments Needed or Upcoming:

Tabled Items

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

1. Hearing upon the Petition/Complaint of the Upshur County Safe Sites and Structures Enforcement Agency -- Chapman Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11).

Next Regular Meeting of the Upshur County Commission
November 7, 2019 --- 9:00 a.m.
Upshur County Courthouse Annex

County of Upshur

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PROCLAMATION

911 Public Safety Telecommunicators

WHEREAS, 911 Public Safety Telecommunicators serve 24 hours a day, seven days a week, the same as firefighters, law enforcement officers, and emergency medical service workers; and

WHEREAS, 911 Public Safety Telecommunicators make the same sacrifices in their personal lives as firefighters, law enforcement officers, and emergency medical service workers by leaving their families, friends, and the safety of their surroundings to handle the emergency 911 calls that save the lives, protect the property, and ensure the safety of our community during weather, chemical, and other emergency events; and

WHEREAS, 911 Public Safety Telecommunicators heroically answer 911 emergency calls around-the-clock whereby they give medical guidance, instruct callers on staying safe in difficult situations, and help callers to safety during disasters, all while promptly dispatching field first responders to said emergency situations for the callers; and

WHEREAS, 911 Public Safety Telecommunicators must handle the stress of answering over a half a million calls each year – one call after another, daily – often being the voice on the other end of the call as citizens experience the worst day of their lives. They hear the cries of devastation, listen to the screams for help, and are the support as citizens cope with the loss of a loved one. Public Safety Telecommunicators handle all of this at the very same time that they keep their fellow emergency responders in the field safe; and

WHEREAS, to honor the men and women who serve in this crucial position, we recognize these individuals throughout Upshur County by proclaiming to consider them true “First Responders.”

NOW, THEREFORE, BE IT RESOLVED THAT the Upshur County Commission hereby proclaims that this recognition be effective immediately upon adoption of this Proclamation.

Presented by the UPSHUR COUNTY COMMISSION

Dated this 31st day of October, 2019

Samuel R. Nolte,
President

Terry B. Cutright
Commissioner

Kristie G. Tenney,
Commissioner

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**BEFORE THE COUNTY COMMISSION OF
UPSHUR COUNTY, WEST VIRGINIA**

**A RESOLUTION TRANSFERRING PROPERTY TO
THE BUCKHANNON VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Upshur County Commission is the owner of two fire trucks identified as (1) a 1996 Smeal Freightliner Pumper, Vehicle Identification Number 1FV6JLCB6TL682573, and (2) a 2003 Kenworth Pumper, Vehicle Identification Number 2NKMHZ8X33M387293 (the "Property");

WHEREAS, the Property has been housed at the Buckhannon Volunteer Fire Department (the "Buckhannon VFD") since its purchase;

WHEREAS, the Buckhannon VFD has used the Property for the improvement and advancement of fire protection and rescue services for citizens within its area served;

WHEREAS, the County Commission believes it is in the best interest of the public to transfer ownership of the Property to the Buckhannon VFD;

WHEREAS, pursuant to W. Va. Code § 7-3-3(a) and (b)(2), the County Commission has the power and authority to transfer the Property to the Buckhannon VFD;

WHEREAS, the County Commission historically allocated annually \$15,000.00, including through the fiscal year 2020, to the Buckhannon VFD, following budgetary approval, which amount was used to maintain the Property in addition to the County's fire fee appropriation from the Upshur County Fire Board, Incorporated; and

WHEREAS, following the adoption of this Resolution and beginning in the fiscal year 2021, the County Commission will cease to regularly allocate funds from the General County Levy Order to the Buckhannon VFD.

NOW, THEREFORE, IT BE RESOLVED

1. That the County Commission shall transfer the Property to the Buckhannon VFD for no monetary consideration;
2. That the County Commission authorizes the President of the County Commission to execute all documents necessary and required to transfer the Property; and
3. That any actions heretofore taken by the President of the County Commission with respect to carrying out the purposes of these resolutions are hereby ratified and confirmed.

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Adopted at a meeting of the Commission held on the _____ day of _____, 2019.

President, Upshur County Commission

Member, Upshur County Commission

Member, Upshur County Commission

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**BEFORE THE COUNTY COMMISSION OF
UPSHUR COUNTY, WEST VIRGINIA**

**A RESOLUTION FOR ALLOCATION OF FUNDS TO
THE CITY OF BUCKHANNON, WEST VIRGINIA**

WHEREAS, the Upshur County Commission was the owner of two fire trucks identified as (1) a 1996 Smeal Freightliner Pumper, Vehicle Identification Number 1FV6JLCB6TL682573, and (2) a 2003 Kenworth Pumper, Vehicle Identification Number 2NKMHZ8X33M387293 (the "Property");

WHEREAS, the Property was transferred by Resolution to the Buckhannon Volunteer Fire Department (the "Buckhannon VFD");

WHEREAS, the County Commission historically allocated annually \$15,000.00, including through the fiscal year 2020, to the Buckhannon VFD, following budgetary approval, which amount was used to maintain the Property in addition to the County's fire fee appropriation from the Upshur County Fire Board, Incorporated;

WHEREAS, beginning in the fiscal year 2021, the County Commission will cease to regularly allocate the aforesaid funds from the General County Levy Order to the Buckhannon VFD; and

WHEREAS, following the adoption of this Resolution and beginning in the fiscal year 2021, the County Commission intends to allocate the aforementioned \$15,000.00 to the City of Buckhannon, West Virginia, for fire response within the first due fire service zone, pending annual budgetary approval.

NOW, THEREFORE, IT BE RESOLVED

1. That, beginning in the fiscal year 2021, the County Commission shall cease to regularly allocate the \$15,000.00 from the General County Levy Order to the Buckhannon VFD, which amount was used to maintain the Property in addition to the County's fire fee appropriation from the Upshur County Fire Board, Incorporated;

2. That, beginning in the fiscal year 2021, the County Commission will allocate the aforementioned \$15,000.00 to the City of Buckhannon, West Virginia, for fire response within the first due fire service zone, pending annual budgetary approval; and

3. That any actions heretofore taken by the President of the County Commission with respect to carrying out the purposes of these resolutions are hereby ratified and confirmed.

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Adopted at a meeting of the Commission held on the _____ day of _____, 2019.

President, Upshur County Commission

Member, Upshur County Commission

Member, Upshur County Commission



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Jim Justice
Governor of West Virginia

October 23, 2019

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

Dear Commissioner Nolte:

I am pleased to inform you that I have approved a Victims of Crime Act (VOCA) Victim Assistance grant award to the Upshur County Commission, in the amount of \$36,380. This grant will fund staff in the Upshur County Prosecuting Attorney's Office to provide direct services to crime victims in Upshur County.

Please let me know if our Division of Administrative Services, Justice and Community Services Section staff or I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Justice".

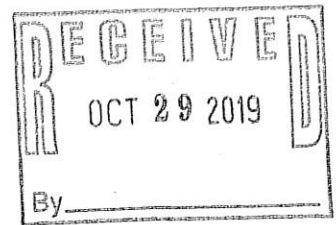
Jim Justice
Governor

JJ/amw

c: David E. Godwin



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State of West Virginia
Division of Administrative Services
DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY

1201 Greenbrier Street
Charleston, WV 25311
(304) 558-2350

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

DENNY RHODES
DIRECTOR

October 24, 2019

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

Re: Approved Funding – \$36,380.00
Victims of Crime Act (VOCA) Grant
Project Number: 17-VA-046

Dear Commissioner Nolte:

Congratulations on your recent award for a Victims of Crime Act (VOCA) Program Grant Award. Enclosed you will find:

- A Contract with Attachment A (copy of completed application);
- A sample resolution
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- Revised Standard and Federal Conditions and Assurances;
- EEOP Certification – Two (2) forms – one completed form to be mailed to the Office for Civil Rights at the address listed on the form and one completed form returned to the Division of Administrative Services, Justice and Community Services; and,

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by **November 8, 2019**.



Justice &
Community
Services

1124 Smith Street, Charleston, WV 25301
Phone: 304-558-8814

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The Honorable Samuel R. Nolte
October 24, 2019
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Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 53312, or via email at Sydney.M.Cavender@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,



Sydney M. Cavender
Justice Program Specialist

SMC/amw

C: David E. Godwin (*all attachments*)
Grant File (*all attachments*)
Enclosures

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission
17-VA-046

This **AGREEMENT**, entered into this **23rd day of October 2019** by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of a Victims of Crime Act (VOCA Program Funds from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds: **This grant will fund staff in the Upshur County Prosecuting Attorney's Office to provide direct services to crime victims in Upshur County.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **October 1, 2019** and shall continue those services/activities until **September 30, 2020**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$36,380.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

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

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Samuel R. Nolte, President
Upshur County Commission

Joseph C. Thornton, Deputy Director
Justice and Community Services Section

RESOLUTION

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The Commission of Upshur County met on _____ (date)
with a quorum present and passed the following resolution.

Be it resolved that the Commission hereby authorizes Samuel R. Nolte,
President of Upshur County Commission to act on its behalf to enter into a contractual
agreement with the Division of Administrative Services, Justice and Community Services
section to receive and administer grant funds pursuant to provisions of the Victims of
Crime Act (VOCA) grant program.

Signed: _____

County Clerk



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

Effective: July 23, 2019
Revision History: N/A

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

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

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

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

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

must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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

Effective: July 23, 2019

Revision History: N/A

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

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

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

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

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

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

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street

Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and

Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).
National Historic Preservation Act of 1966.
Flood Disaster Protection Act of 1973.
Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
Control Act Amendments of 1972.
Safe Drinking Water Act.
Endangered Species Act of 1973.
Wild and Scenic Rivers Act.
Fish and Wildlife Coordination Act.
Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
Death in Custody Act of 2000.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

(28)

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

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

Print or Type Name and Title

Signature

Date

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

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Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**Cleveland
Brothers**



33

POWER SYSTEMS QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

190 Earnhardt Drive, New Stanton, Pa 15639

Phone: 724-861-6080

Fax: 800-371-6647

TO: Upshur County 911 (0077781)

DATE: October 23, 2019

EQUIPMENT MODEL: See Below

Buckhannon, WV 26201

EQUIPMENT SERIAL NO.: See Below

ATTENTION: Greg Harris (O)(304) 472-6717 (M)(304) 613-1801

gharris@upshurcounty.org

IN RESPONSE TO YOUR INQUIRY: REV 1 2019 - 2022 CSA Agreement

WE ARE PLEASED TO QUOTE AS SPECIFIED BELOW:

THIS QUOTATION IS BASED UPON YOUR SPECIFICATIONS WHICH MAY NOT COMPLY WITH GOVERNMENTAL REGULATIONS APPLICABLE TO THE EQUIPMENT, PARTS AND/OR WORK COVERED BY THIS QUOTATION/OFFER TO SELL.

Cleveland Brothers is pleased to quote the following PM Service Contract for the unit listed above:

Annual Maintenance Service Level 2 shall consist of the following:

- Replacement of Engine Oil and Oil Filters
- Replacement of Fuel Filters
- Legal Removal and Disposal of Waste Oil and Used Filters
- Lubrication of Grease Points: Fan Drive, Generator Bearing and Governor Linkage
- Inspection of Air Cleaner Element(s) and Restriction Indicator
- Laboratory Analysis of Oil and Coolant Samples
- Coolant Level Check and Adjust (up to 2 gallons)
- On-site measurement of Glycol and SCA Concentration
- Load Test and Specific Gravity Test of Starting Batteries (Lead Acid)
- Cleaning of Battery Terminals / Application of Corrosion Inhibitor (Lead Acid)
- Measurement of Battery Voltage During Cranking
- Measurement of Alternator Output in Volts DC
- Check Battery Charger Operation
- Check of Jacket Water Heater Operation
- Test Operation of Generator Starting Controls
- Test Operation of Engine / Generator Protection and Alarm Systems
- Visual Inspection of Engine / Generator Set Components
- Check of Generator Air Gap, Inspection of Rotor and Stator
- Inspection of Slip Rings and Brushes or Exciter (whichever applies)

ATTENTION PURCHASER: CAREFULLY READ THE FACE AND ATTACHED TERMS TO THIS QUOTATION/OFFER TO SELL. THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED TO THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF DAMAGES -- THAT CONSTITUTE A PART OF THIS QUOTATION/OFFER TO SELL. CUSTOMER AND CLEVELAND BROTHERS EQUIPMENT CO. INC. UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED TO THIS QUOTATION/OFFER TO SELL CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL. THE FOREGOING QUOTATION IS SUBJECT TO PRICES, TERMS AND GOVERNMENTAL REGULATIONS IN EFFECT ON THE DATE OF SHIPMENT.

TERMS: SUBJECT TO CREDIT APPROVAL: NET 30 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$300.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE.

BY:

APPROX. SHIPPING DATE:

F.O.B.:

**Cleveland
Brothers**



34

POWER SYSTEMS QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

190 Earnhardt Drive, New Stanton, Pa 15639

Phone: 724-861-6080

Fax: 800-371-6647

TO: Upshur County 911 (0077781)

DATE: October 23, 2019

EQUIPMENT MODEL: See Below

Buckhannon, WV 26201

EQUIPMENT SERIAL NO.: See Below

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gharris@upshurcounty.org

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- Inspection of Generator Connections and Line Circuit Breaker
- Measurement of AC Voltage and Frequency. Adjust as needed
- Calibration of Terminal Connections in Control Panel, Voltage Regulator, etc
- Check of Remote Annunciator operation (if applicable)
- Visual Inspection of Automatic Transfer Switches. Lube and clean (if applicable)
- Inspection of Fuel Day Tank System (if applicable)
- No-Load Operation Test of Engine

Semi-Annual Service Level 1 shall consist of the items listed above, with the exception of the items listed below:

- Replacement of Oil and Laboratory Analysis of Coolant Samples

* Quote to reflect both units having service completed on same day.

Costs below includes all Parts, Travel Time, Mileage and Labor

CAT D100/ D4B02003

2019 - Annual PM Level 2: ----- \$695.00

Onan/ A110184159

2019 - Annual PM Level 2: ----- \$695.00

Total 2019 agreement: ----- **\$1,390.00**

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BY:

APPROX. SHIPPING DATE:

F.O.B.:

**Cleveland
Brothers**



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POWER SYSTEMS QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

190 Earnhardt Drive, New Stanton, Pa 15639

Phone: 724-861-6080

Fax: 800-371-6647

TO: Upshur County 911 (0077781)

DATE: October 23, 2019

EQUIPMENT MODEL: See Below

Buckhannon, WV 26201

EQUIPMENT SERIAL NO.: See Below

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gharris@upshurcounty.org

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CAT D100/ D4B02003

2020 - Annual PM Level 2: ----- \$710.00

2020 - Semi-Annual Level 1: ----- \$595.00

Onan/ A110184159

2020 - Annual PM Level 2: ----- \$710.00

2020 - Semi-Annual Level 1: ----- \$595.00

Total 2020 agreement: ----- \$2,610.00

CAT D100/ D4B02003

2021 - Annual PM Level 2: ----- \$725.00

2021 - Semi-Annual Level 1: ----- \$605.00

Onan/ A110184159

2021 - Annual PM Level 2: ----- \$725.00

2021 - Semi-Annual Level 1: ----- \$605.00

Total 2021 agreement: ----- \$2,660.00

CAT D100/ D4B02003

2022 - Annual PM Level 2: ----- \$740.00

2022 - Semi-Annual Level 1: ----- \$610.00

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SUBJECT TO CREDIT APPROVAL: NET 30 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$300.00

TERMS: DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE.

BY:

APPROX. SHIPPING DATE:

F.O.B.:

Quote Offer to Sell-Power Systems.doc print date 10/23/19

**Cleveland
Brothers**



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POWER SYSTEMS QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

190 Earnhardt Drive, New Stanton, Pa 15639

Phone: 724-861-6080

Fax: 800-371-6647

TO: Upshur County 911 (0077781)

DATE: October 23, 2019

EQUIPMENT MODEL: See Below

Buckhannon, WV 26201

EQUIPMENT SERIAL NO.: See Below

ATTENTION: Greg Harris (O)(304) 472-6717 (M)(304) 613-1801

gharris@upshurcounty.org

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Onan/ A110184159

2022 - Annual PM Level 2: ----- \$740.00

2022 - Semi-Annual Level 1: ----- \$610.00

Total 2022 agreement: ----- \$2,700.00

Termination: Customer has the right to terminate this agreement for any reason at any time. Account in good standing with services completed have been paid in full.

All work to be done Monday thru Friday, during normal business hours 8:00am to 3:30pm

Day of work to be agreed upon by both parties

Taxes are not included and will be added at time of invoicing unless, tax exempt

If acceptable, please Sign, provide Purchase Order Number and return Quote to Cleveland Brothers

Quote is valid for sixty (60) days from above date

Brian Smith

Cleveland Brothers Equipment Company

(O) 724-861-7185

(M) 724-672-8714

bsmith@clevelandbrothers.com

ATTENTION PURCHASER: CAREFULLY READ THE FACE AND ATTACHED TERMS TO THIS QUOTATION/OFFER TO SELL. THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED TO THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF DAMAGES -- THAT CONSTITUTE A PART OF THIS QUOTATION/OFFER TO SELL. CUSTOMER AND CLEVELAND BROTHERS EQUIPMENT CO. INC. UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS ON THE FACE AND ATTACHED TO THIS QUOTATION/OFFER TO SELL CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL. THE FOREGOING QUOTATION IS SUBJECT TO PRICES, TERMS AND GOVERNMENTAL REGULATIONS IN EFFECT ON THE DATE OF SHIPMENT.

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TERMS: DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE.

BY:

APPROX. SHIPPING DATE:

F.O.B.:

POWER SYSTEMS TERMS AND CONDITIONS

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CATERPILLAR WARRANTY

If new and remanufactured engines (hereinafter referred to as New Engines) are being quoted on this Quotation/Offer to Sell, or if Cleveland Brothers Equipment Co., Inc. ("Cleveland Brothers") is quoting the performance of maintenance, repairs or other work (hereinafter referred to as Work) on Customer's machines, tractors, trucks or other property (hereinafter referred to as Equipment) and the Work to be performed requires the installation of a New Engine of Caterpillar Inc. (Caterpillar), such New Engines of Caterpillar are subject to the following warranty that is given SOLELY BY CATERPILLAR:

Caterpillar warrants New Engines (other than those products listed below) sold by it to be free from defects in material and workmanship subject to certain express User Responsibilities and the following provision: During the first twelve months after purchase by the user, Caterpillar will provide new, remanufactured or repaired parts, whichever Caterpillar elects, in place of any parts, which are found upon its inspection to be defective in material or workmanship. Such parts will be provided without charge to the user at a place of business of a Caterpillar dealer or other establishment authorized by Caterpillar. Caterpillar will provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting and support systems; and will provide reasonable travel expenses for authorized mechanics when Caterpillar chooses to make the repair on-site. This warranty does not apply to products sold for use in on-highway vehicles, machines or parts manufactured by or for Caterpillar or products sold for use in personal, family or household applications. Such products are covered by other Caterpillar warranties.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision of parts as specified above and any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or direct, immediate, special, indirect or consequential damage are expressly excluded. See CATERPILLAR WARRANTY, which is incorporated herein by reference.

The term "Caterpillar" as used herein means Caterpillar Industrial, Caterpillar Inc. or one of its subsidiaries, whichever last sold the products.

Customer, by accepting this Quotation/Offer to Sell, acknowledges that customer has received, read, understands and accepts the Caterpillar Warranty reproduced immediately above, and any other Caterpillar Warranties which are applicable.

OTHER MANUFACTURER'S WARRANTY

If the New Engines or New Parts quoted herein are products of a MANUFACTURER OR ASSEMBLER OTHER THAN CATERPILLAR ("Manufacturer") they MAY be subject to certain express warranties of MANUFACTURER. Any MANUFACTURER'S product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PARTS QUOTED HEREIN.

USED PRODUCTS

If engines other than New Engines, as defined above or parts other than New Parts (hereinafter referred to as Used Products), are being quoted on this Quotation/Offer to Sell, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and Work performed, under the terms of this Quotation/Offer to Sell -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work performed under the terms of this Quotation/Offer to Sell to be free from workmanship deficiency that will cause the Equipment to be defective as follows:
 - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
 - b. Time and material hourly Work is warranted for ninety (90) days from the date such work is completed; and
 - c. Special terms expressly stated on the face hereof;

- 2) CLEVELAND BROTHERS warrants any new products rebuilt by CLEVELAND BROTHERS that are used in any work performed under the terms of this Quotation/Offer to Sell -- for one hundred eighty (180) days from the date such work is completed -- to be free from defects in materials and workmanship;

- 3) If any Work performed under the terms of this Quotation/Offer to Sell fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiency in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE.

DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that CLEVELAND BROTHERS, and CLEVELAND BROTHERS' officers, agents and employees, shall not be liable in tort -- whether based on negligence, strict liability, or any other theory of tort liability -- for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or servicing (including the entrance or CLEVELAND BROTHERS personnel onto customer's property for delivery, service or for any other purpose) of the products quoted herein, or for any action or failure to act in respect to the workmanship involved in, or Products used in, any Work performed under the terms of this Quotation/Offer to Sell. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, defective work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE TO HIM.

CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Equipment and Engine in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.

Document revision date 2/7/07

- 2) Any damage to the Equipment or Engine that results from Customer's continued operation of the Equipment or Engine after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued operation of the Equipment after a defect has been recognized by Customer.

- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested Work to be performed.

- 4) Customer shall make payment for all Products purchased and/or all Work performed under this Quotation/Offer to Sell in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.

- 5) Customer grants Cleveland Brothers the right to operate any Equipment Worked on for purposes of testing or inspecting said Equipment at Cleveland Brothers' location or at Customer's location.

OTHER TERMS AND CONDITIONS

- 1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, payment dates, etc. Such errors will be unilaterally corrected by Owner.

This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered.

- 2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of delivery. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

- 3) LATE PAYMENT AND/OR NON-PAYMENT BY CUSTOMER: In the event that the invoice applicable to the products and/or work described herein is not paid by customer by said invoice's due date, customer shall pay a service charge of up to 2% of the total invoice amount for each month that said invoice remains unpaid. In the event of non-payment by customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

- 4) RISK OF LOSS: All risk of loss or damage to the Equipment shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment.

- 5) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

- 6) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the equipment furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation, or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

Customer: _____

By: _____ Date: _____

Title: _____

Document Print Date 5/13/13

UPSHUR COUNTY EMPLOYEE TIMESHEET
MUST FILE WITH PAYROLL DEPT ON OR BEFORE NOON MONDAY FOLLOWING THE END OF PAY PERIOD.

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EMPLOYEE NAME: _____ SOCIAL SECURITY NUMBER: XXX-XX-XXXX

EMPLOYEE SIGNATURE: _____ SUPERVISOR'S APPROVAL: _____

WEEK END:

	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	TOTAL HOURS
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
TOTAL								

WEEK END:

	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	TOTAL HOURS
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
TOTAL								
2 WEEK TOTAL								

RETIREMENT QUALIFICATION HOURS	MEDICARE LOOKBACK HOURS
Total Hours per Calendar Year (Not to exceed 1039)	Total Hours per 6 months (Jan-Jun or Jul-Dec) Not to exceed 519.5
Allowable Hours	Allowable Hours
TOTAL AVAILABLE HOURS FROM PRIOR PAY TIMESHEET	TOTAL AVAILABLE HOURS FROM PRIOR PAY TIMESHEET
LESS HOURS ON THIS TIMESHEET	LESS HOURS ON THIS TIMESHEET
TOTAL AVAILABLE HOURS	TOTAL AVAILABLE HOURS

Adrian Public Service District
PO Box 87 (8506 Rt 20 South Rd)
French Creek WV 26218-0087
(304)924-6107 adrianpsd@outlook.com

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Board of Directors

Paul A. Spencer, Chairman
Carolyn Douglas, Vice Chairman
Kelly W. Arnold, Sec., Treas.

10/21/2019

Upshur County Commission
Terry Cutright, President
38 W Main St Rm 302
Buckhannon WV 26201



Re: Change of Board Meeting Date & Time

Dear Commissioner Cutright:

During the October 2019 Board of Directors meeting, it was approved to change our monthly meeting from the second Thursday of the month at 10:00AM to the First Thursday of the month at 3:00PM to accommodate our new Vice Chairman, Carolyn Douglas, who was just appointed recently to take Don Killingsworth position. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Lindsey Woody'.

Lindsey Woody, Office Manager
Adrian Public Service District

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Upshur County Fire Board, Incorporated

Tax ID#: 55-0780053

Financial Statement, cash basis
For the Fiscal Year Ended June 30, 2019

Beginning Fund Balance as of July 1, 2018 \$ 87,229.99

Gross Fire Fees Received \$ 260,276.01

Fund Disbursements:

Fire Department Disbursements:

Adrian VFD	\$ 32,000.00	
Banks District VFD	32,000.00	
Buckhannon VFD	32,000.00	
Ellamore VFD	32,000.00	
Selbyville VFD	32,000.00	
Warren District VFD	32,000.00	
Washington District VFD	<u>32,000.00</u>	224,000.00
Administrative Wages / Taxes		27,995.05
Printing		8,638.42
Software Support Fees		2,828.00
Audit Fees		2,722.00
Office Supplies		2,500.50
Postage		1,954.47
Legal Fees		<u>532.00</u>
		<u>271,170.44</u>

Net Change in Fund Balance (10,894.43)

Ending Fund Balance as of June 30, 2019 \$ 76,335.56

Ending fund balance includes \$30,000.00 Emergency Fund.

Upshur Count Fire Board, Incorporated

Tax ID#: 55-0780053

Financial Statement, accrual basis
For the Fiscal Year Ended June 30, 2019

Beginning Fund Balance as of July 1, 2018 \$ 137,201.00

Net Fire Fees Billed \$ 255,291.00

Fund Disbursements:

Fire Department Disbursements:

Adrian VFD	\$ 32,000.00	
Banks District VFD	32,000.00	
Buckhannon VFD	32,000.00	
Ellamore VFD	32,000.00	
Shelbyville VFD	32,000.00	
Warren District VFD	32,000.00	
Washington District VFD	32,000.00	224,000.00
Administrative Wages / Taxes		28,979.00
Printing		8,638.00
Software Support Fees		2,775.00
Annual Audit Fees		2,722.00
Postage		1,938.00
Annual Insurance		1,470.00
Professional Fees		532.00
Office Supplies		2,288.00
		273,342.00

Net Change in Fund Balance (18,051.00)

Ending Fund Balance as of June 30, 2019 \$ 119,150.00

Upshur County Fire Board, Incorporated
Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund Balance
Statement of Activities
For the Fiscal Year Ended June 30, 2019

	<u>General</u>	<u>Adjustments (Note II)</u>	<u>Statement of Net Position</u>
EXPENDITURES / EXPENSES			
Current:			
Public safety	\$ 224,000	\$ -	\$ 224,000
General government	20,363	-	20,363
Personal services	<u>28,979</u>	<u>-</u>	<u>28,979</u>
Total expenditures / expenses	273,342	-	273,342
 GENERAL REVENUES			
Fire service fees, net	<u>255,291</u>	<u>-</u>	<u>255,291</u>
Total general revenues	<u>255,291</u>	<u>-</u>	<u>255,291</u>
 Excess of revenues over expenditures	(18,051)	18,051	-
Change in net position		(18,051)	(18,051)
 Fund balance / net position			
Beginning of the year	<u>137,200</u>	<u>-</u>	<u>137,200</u>
End of the year	<u>\$ 119,149</u>	<u>\$ -</u>	<u>\$ 119,149</u>

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- a - record annual payments received from tax office collections
- b - record checks written for the year
- c - record 7/1/18 fire fee posting
- d - record Apr, May, June payroll invoice from County Commission
- e - record various accruals based on July agenda, board minutes, and/or invoices statements
- f - record June 2019 collections held by Sheriff for disbursement as per "UCFF Distribution Summary" prepared
- g - record annual exonerations and A/R adjustments with fire fee statements added after initial receivable was
- h - record allowance for uncollectable fees based on supporting worksheet calculation

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<u>Item / Date</u>	<u>Amount</u>	<u>Financial Institution / Payee</u>	<u>Description / Source</u>
--------------------	---------------	--------------------------------------	-----------------------------

Sheriff of Upshur County	\$360.08	First Community Bank	Fire Fee Collections through 6/30/2019
Sheriff of Upshur County	\$49,295.39	First Community Bank	Fire Fee Collections through 7/31/2019
Sheriff of Upshur County	\$1,479.90	First Community Bank	Corrected Fire Fee Collections August 2018
Sheriff of Upshur County	\$127,850.25	First Community Bank	Fire Fee Collections through 8/31/2019
Sheriff of Upshur County	\$30,012.99	First Community Bank	Fire Fee Collections through 9/30/2019
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 10/31/2019
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 11/30/2019
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 12/31/2019
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 01/31/2020
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 02/28/2020
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 03/31/2020
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 04/30/2020
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 05/31/2020

Total: \$285,334.17

[illegible]

Carryover balance includes \$30,000 Emergency Fund

A flyer for Veteran's Day. At the top, there is a large American flag with the stars and stripes. Below the flag, the words "VETERAN'S DAY" are written in a blue, stylized font. To the right of the flag, there is a black silhouette of a soldier in a military uniform, saluting with his right hand. Below the flag and silhouette, the text reads: "The Buckhannon- Upshur High School Military Club presents a", followed by "Veteran's Day Celebration" in a large, red, serif font. Below that, it says "Must RSVP by November 4: See a Club member or our table @lunch!" in a black, italicized font. Then, "Thursday, November 7th at 2:00 PM—3:00 PM in the Main Gym" in a black, serif font. Below that, "270 BU Drive" and "Buckhannon WV" in a black, serif font. Finally, "Come join us to honor all those who have, do and will serve our country." in a black, italicized font.

The Buckhannon- Upshur High School Military Club presents a

Veteran's Day Celebration

Must RSVP by November 4: See a Club member or our table @lunch!

Thursday, November 7th at 2:00 PM—3:00 PM in the Main Gym
270 BU Drive
Buckhannon WV

Come join us to honor all those who have, do and will serve our country.

--

Teresa Summers
City of Buckhannon
Mayor's Office-Secretary
304-472-1651 Ext. 1001

AGENDA
UPSHUR COUNTY SOLID WASTE AUTHORITY
BOARD OF DIRECTORS MEETING
RESCHEDULED MEETING
Monday, November 4, 2019

Time: 4:30 PM

Place: UCSWA Office, 380 Mudlick Rd, Suite 102, Buckhannon, WV 26201

1. Call to Order
2. Determine Quorum
3. Minutes of September 9, 2019 Meeting
4. Monthly Financial Report, September and October, 2019 —Treasurer
5. Director's Report – Burl Smith
6. Recognition of Guests

Old Business:

1. AWVSWA Educational Conference Report, 10/ 20-22, at Canaan Valley-
2. _____

New Business:

1. FY 2019 Audit Review --
2. FY 2020 REAP Grant Award---
3. Personnel, Director Replacement (possible executive session) ---
4. _____

Board Member Comments:

Meeting Adjournment:

NEXT MEETING: December 9, 2019 – (Regular Schedule)

Our Health Department is for EVERYONE!

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**Board of Health Meeting Agenda
Thursday, November 07, 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**
- C. Consent Agenda**
 - C.1 Approval of September 05, 2019 Minutes
 - C.2 Approval of the Oct.21, 2019 Special Meeting 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 – Report from Laura Jones, Milan Puskar Health Right**
- G. Correspondence & Information**
 - G.1 New Sanitarian has been hired for those who were unable to attend the Oct. Special meeting.
- H. Strategic Issues for Discussion and / or vote**
 - H.1 New outdoor lighted sign (digital) quotes
 - H.2 Window tint of Large windows in waiting area
 - H.3 Memorandum of Understanding Lewis County
 - H.4 Memorandum of Understanding Barbour County
 - H.5 Memorandum of Understanding Randolph County
 - H.6 Memorandum of Understanding Webster County
 - H.7 Memorandum of Understanding Harrison County
 - H.8 Memorandum of Understanding Braxton County

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- 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: 10/22/2019

James W. Curry Library/Park Advisory Board Minutes September 25, 2019

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The September 25th, 2019 meeting of the James W. Curry Library/Park Advisory Board was called to order by President Mike Quinn at 10:01 am.

Roll Call: Present – Mike Quinn, Al Lake, Erv Lake, Patricia Tolliver, Tink Simmons, Lori Ulderich-Harvey and Carrie Wallace

Absent: None

Guests: Dave Withrow

Staff: Jonathan Freeman and Judith Williams

Minutes: Minutes of the August 28, 2019 Advisory Board Meeting were approved; motion by Erv, seconded by Tink; motion passed.

Public Comment Period: David Withrow appeared before the Advisory Board and introduced himself as an adjoining property owner. Mr. Withrow explained that he is experiencing issues with trespassers on his posted property. He questioned the liability of a “Curry hunter” getting injured or injuring someone else after trespassing onto his property. Erv explained that he would not be liable so long as he has his property properly posted. Erv provided an explanation of “proper posting”, including, but not limited to an adequate number of signs posted at a certain distance from one another with the property owners name, address and date of signature. Mr. Withrow also expressed concern with hunters shooting towards the Curry Park and other homes on Brooks Hill Road.

The Advisory Board discussed making the Curry Library/Campground side a no hunting area and continuing to allow hunting on the other side of the road.

Al questioned if any proceeds were collected in exchange for hunting permits. Judith explained that the permits are free of charge. Judith questioned if any of the Curry campers are hunting on the property. Jonathan explained that very few campers hunt here, but many hunters come onto the property to hunt during the day.

Mr. Withrow gave his appreciation for the Advisory Board’s time and left the meeting at 10:15 am.

Jonathan explained that a hunting club also adjoins Withrow and Curry property.

Erv suggested that hunting ^{be} is eliminated on the Curry property.

Mike Quinn recommended continuing to allow hunting with primitive weapons only.

Terry questioned eliminated hunting on Curry property after Jonathan has gone through all the work of posting the areas and ordering the signage. He further questioned why the Advisory Board is policing DNR regulations.

Carrie recommended adding the discussion to next month’s agenda. Al seconded; motion passed.

Staff Report:

James W. Curry Library/Park Advisory Board Minutes September 25, 2019

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Park – The grass has started to slow down; Jonathan is starting to catch up with weed eating and addressing the leaves. The campground has been slow with only four campers over Labor Day. Jonathan has been busy with pavilion rentals including field trips, birthday parties, glow stick party, etc. Over Labor Day Weekend a full gas can was stolen from within the campground; Jonathan offered them a nights free camping. They seemed happy when they left and actually over paid. A local also reported gas being stolen out of their ATV the same weekend. A letter was received from Mountain State Waste regarding the disposal of batteries in the dumpster. Jonathan will be requesting a replacement dumpster that locks. New boundary signs on painted aluminum have been ordered totaling \$300 (1.16/per with \$40 design fee).

Library – Judith reviewed the staff report included in the agenda packet. Three Storytimes were included in the reporting period and Judith eager to report that 47 kids were in attendance! A family with four children has recently become regulars. Summer Reading was also very well attended and the Leap into Science program last evening was well liked. The Fall Glow Stick Party Fundraiser did not go as well as the first event with 23 kids and 20 adults attending. A total of \$259.25 was deposited of which \$173.27 was profit. All agreed that the timing of the event was not ideal with parents experiencing additional back to school expenses for clothing and extra-curriculars, the Hunting and Fishing Days at Stonewall Resort (RCES's largest fundraiser of the year) and property taxes/fire fees being due. The Fundraising Committee is likely to consider an annual event rather than a bi-annual event moving forward. The Library hosted Rock Cave's Kindergarten field trip yesterday; a volunteer was at the library and was a wonderful help. The children ate lunch in the pavilion, explored the story walk and completed a leaf rub. In addition, all left with a craft and book. The quilters have met and work is underway on the Strawberry Quilt; looking to display the final product and sell tickets in town. Upcoming Events include the Halloween Hayride, Community Trick or Treat, NASA "We Do 2.0 Robot Kits", and the Christmas Program.

Timber – Nate was not present to provide a report.

Review/Report

Old Business:

Erv questioned the speed of the blue truck that was referenced in last month's meeting. Mike explained that the vehicle is still frequenting the road, but has slowed down.

Tink announced the passing of Nate's father. The Board agreed to send a letter to Nate expressing sympathy.

Consideration of Bike Trails on Property – Nate was not present to provide a report.

New Business:

With no further business, the Advisory Board adjourned at 10:54.

James W. Curry Library/Park
Advisory Board Minutes
September 25, 2019

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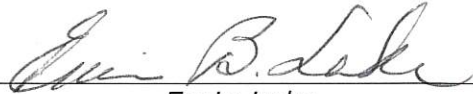


Michael Quinn

Carrie Wallace



Albert Lake



Ervin Lake



Lori Ulderich Harvey

Lewis Simmons



Patricia Tolliver