

## Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call
- Date of Meeting: April 8, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
  - April 1, 2021
- 9:15 a.m. Bid award for the Camera Surveillance and Door Access Control Security Project
- 9:30 a.m. Judith Williams, James W. Curry Public Library Head Librarian -- 2020 Annual Report
- 10:30 a.m. Consider Court Security promotions as requested by Sheriff Virgil Miller  
*Item may lead to Executive Session per WV Code §6-9A-4 Under separate cover*

### Items for Discussion / Action / Approval:

1. Approval and signature of the Community Development Block Grant Budget Amendment Request #3 for the Elkins Road PSD Phase III Water System Improvement Project. This adjustment reflects expenses relative to the CDBG areas of the project. \* Page 5
2. Review and signature of WV Communities Self Insurance Risk Pool Coverage Intent Form. The total annual contribution including workers' compensation is \$169,036. \* Page 6-34
3. Review and signature of Renewal Agreement between the Upshur County Commission and Stanton Lawn Service for grounds keeping services for the 2021 season. Per the renewal clause, Owner and Contractor agree all terms set forth in the Agreement dated February 24, 2020 are in full force and effect for another one-year period effective March 29, 2021 and continuing through September 30, 2021. Owner shall pay the Contractor, upon completion of all work, no more than the sum of \$17,360, which includes one additional area at the B-U Recreational Park commencing this season. \* Page 35-37
4. Approval and signature of JH Consulting Emergency Services Study contract. \* Page 38-42
5. Correspondence from Tabatha R. Perry, Assistant Administrator, requesting the seasonal employment of Hannah Lively as the BU Recreational Park Facilities Director for the 2021 season. Upon approval, Ms. Lively will begin part-time work on or around May 9, 2021 and transition to full-time employment on May 30, 2021. Her seasonal employment is expected to end on August 14, 2021. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 Under separate cover*
6. Approval of advertisement for Lifeguards, Admission Workers, Concession Stand Workers and Assistant Managers for the 2021 season at the Buckhannon-Upshur Recreational Park Facility. The temporary positions will commence mid-May and continue through mid-August. Applications must be received on or before the close of business on Friday, April 30, 2021. \* Page 43

7. Consideration of the Upshur County Courthouse Security Advisory Board Membership Appointment Form appointing Magistrate Alan Suder, as the Magistrate Office representative on the Court Security Advisory Board. \* Page 44
8. Consider revised retirement date of employee \* Under separate cover  
*Item may lead to Executive Session per WV Code §6-9A-4*
9. Correspondence from Sheriff Virgil D. Miller requesting the transfer of Danny Gould from part-time Court Security Officer to fill-in Court Security Officer, effective April 1, 2021. \* Under separate cover  
*Item may lead to Executive Session per WV Code §6-9A-4*
10. Correspondence from Sheriff Virgil D. Miller requesting the employment of Patricia W. Gould as a part-time Court Security Officer, effective April 25, 2021. \* Under separate cover  
*Item may lead to Executive Session per WV Code §6-9A-4*
11. Consider Resignation of Employee \* Under separate cover  
*Item may lead to Executive Session per WV Code*
12. 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, Remote Work Request(s).

#### **For Your Information:**

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

1. Update from Brian K. Cooper, WVDOH District Engineer, regarding the Safety Study being conducted at the Route 33 intersections in Upshur County. The WVDOH has programmed two projects to help improve safety along US 33 in Upshur County. One project includes renovation and upgrading of the traffic signal located at the intersection of US 33 and Brushy Fork Road. The other project will install new traffic signals on US 33 at the intersection of Childers Run Road and also at the intersection of Kesling Mill Road. Engineering and design work for both of these projects is expected to be completed late this fall with construction beginning in the Spring of 2022. Page 45
2. Public Notices:
  1. Newsletters and/or Event Notifications:
  2. Agendas and/or Notice of Meetings:
    - Elkins Road PSD April 6, 2021 Page 46
  3. Meeting Minutes:
  4. Meetings:
    - 04/06/21 5:00 p.m. Elkins Road PSD
    - 04/06/21 4:00 p.m. Hodgesville PSD
    - 04/01/21 7:00 p.m. Banks District VFD

- 04/01/21 7:00 p.m. City Council of Buckhannon
- 04/01/21 7:00 p.m. Selbyville VFD
- 04/12/21 12:00 p.m. Upshur County Family Resource Network
- 04/12/21 4:30 p.m. Upshur County Solid Waste Authority
- 04/12/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 04/12/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 04/13/21 7:30 p.m. Adrian VFD
- 05/06/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 04/21/21 7:00 a.m. Upshur County Development Authority –Executive Board
- 04/14/21 12:00 p.m. Upshur County Senior Center Board
- 04/14/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 04/13/21 7:00 p.m. Warren District VFD
- 04/01/21 3:00 p.m. Adrian PSD
- 04/14/21 3:00 p.m. Tennerton PSD
- 04/08/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 04/08/21 7:30 p.m. Buckhannon VFD
- 04/12/21 4:00 p.m. Buckhannon Upshur Airport Authority
- 04/15/21 6:30 p.m. Upshur County Youth Camp Board
- 04/11/21 6:00 p.m. Washington District VFD
- 04/19/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 04/21/21 4:00 p.m. Upshur County Public Library Board
- 04/16/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 04/27/21 6:30 p.m. Upshur County Fire Board, Inc.
- 04/27/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 04/14/21 7:00 p.m. Ellamore VFD
- 04/21/21 12:00 p.m. Lewis Upshur LEPC
- 04/14/21 1:15 p.m. Upshur County Farmland Protection Board
- 04/26/21 7:00 p.m. Upshur County Fire Fighters Association
- 04/14/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 04/28/21 10:00 a.m. James W. Curry Advisory Board
- 04/26/21 12:00 p.m. Region VII Planning and Development Council
- 04/26/21 10:00 a.m. Mountain CAP of WV, Inc. a CDC

### 3. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (unexpired term – 06/30/2021) – City Representative
- Upshur County CVB Board of Directors (7/1/2021-6/30/2024) – Commission Tourism Representative

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

Tabled Items

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

1. Correspondence from Steve Booth on behalf of Tri County Towing requesting to be placed on the Upshur County Wrecker Rotation List for emergency towing services. *(tabled 3/18/2021)*

Next Regular Meeting of the Upshur County Commission

April 15, 2021 --- 9:00 a.m.

Upshur County Courthouse Annex

**\*\*The Commission Meeting on April 22, 2021 has been CANCELLED\*\***



**West Virginia Development Office**  
Community Development Block Grant  
Budget Amendment Request

<b>Grantee:</b>	Upshur County Commission
<b>Project Name:</b>	Elkins Road PSD, Phase III Water System Improvement Project
<b>Project Number:</b>	16SCBG0008

<b>Amendment Number:</b>	3
<b>Date:</b>	04/08/2021

Activity Category	CURRENT APPROVED BUDGET			CHANGE		AMENDED BUDGET			Other Funds Source
	CDBG	Other Funds	Total	Increase	Decrease	CDBG	Other Funds	Total	
Administration	\$ 19,433.65	\$ 80,566.35	\$ 100,000.00	\$ 58,029.19		\$ 77,462.84	\$ 22,537.16	\$ 100,000.00	IJDC
Direct Costs	\$ 12,654.08		\$ 12,654.08	\$ 38,299.27		\$ 50,953.35		\$ 50,953.35	
Indirect Costs	\$ 6,779.57		\$ 6,779.57	\$ 19,729.92		\$ 26,509.49		\$ 26,509.49	
Accounting		\$ 40,000.00	\$ 40,000.00				\$ 40,000.00	\$ 40,000.00	IJDC
Arch/Engineering	\$ 277,306.00	\$ 904,634.00	\$ 1,181,940.00	\$ 63,866.00		\$ 341,172.00	\$ 844,268.00	\$ 1,185,440.00	IJDC
Land Acquisition		\$ 50,000.00	\$ 50,000.00				\$ 50,000.00	\$ 50,000.00	IJDC
Construction	\$ 1,203,260.35	\$ 3,187,716.65	\$ 4,390,977.00		\$ 145,837.18	\$ 1,057,423.17	\$ 3,330,053.83	\$ 4,387,477.00	IJDC
Permits/Fees		\$ 70,040.00	\$ 70,040.00	\$ 23,941.99		\$ 23,941.99	\$ 46,098.01	\$ 70,040.00	IJDC
Legal		\$ 35,000.00	\$ 35,000.00				\$ 35,000.00	\$ 35,000.00	IJDC
ROW Agent									
Bond Counsel/Registrar		\$ 37,500.00	\$ 37,500.00				\$ 37,500.00	\$ 37,500.00	IJDC
Contingency		\$ 219,549.00	\$ 219,549.00				\$ 219,549.00	\$ 219,549.00	IJDC
Use of Underrun		\$ 374,994.00	\$ 374,994.00				\$ 374,994.00	\$ 374,994.00	IJDC
<b>TOTAL</b>	\$ 1,500,000.00	\$ 5,000,000.00	\$ 6,500,000.00	\$ 145,837.18	\$ 145,837.18	\$ 1,500,000.00	\$ 5,000,000.00	\$ 6,500,000.00	

**Reason for Amendment Request:**

Adjustment to budget to reflect construction expenses relative to the CDBG areas of the project.

<b>Contact Person:</b>	Cary A. Smith	<b>Phone:</b>	304.472.6564	<b>Email:</b>	csmith@regionvii.com
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**Grantee Signature Approval**

<b>Signature:</b>	
<b>Title:</b>	Upshur County Commission, President
<b>Date:</b>	

**WVDO Signature Approval**

<b>Signature:</b>	
<b>Title:</b>	
<b>Date:</b>	





## **Self Insurance Proposal March 26, 2021**

## **Upshur County Commission**

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract. (2021-2022)

For additional information, please contact: Member Services at (844) 986-2705 or [info@riskprograms.com](mailto:info@riskprograms.com)



## WELCOME TO WVCoRP

WVCoRP was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVCoRP itself! Our membership is at the heart of everything we do, and this member-centric focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs, including coverage for:

Property	General Liability	Workers' Compensation
Inland Marine	Public Officials Liability	Business Automobile
Equipment Breakdown	Law Enforcement Liability	Cyber Risk
Crime	Environmental Liability	Excess Liability Limits



# WELCOME TO WVCoRP

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## YOU'RE CHOOSING OWNERSHIP

At WVCoRP, you are an owner of the program and its assets. Unlike traditional insurance providers, we have no outside owners, investors or shareholders expecting dividends or profits to be generated from our programs. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. The Board approves all major risk pool decisions, and as a voting member, you have a direct voice in the decisions that matter most to your organization.

In choosing WVCoRP, you are choosing a partner that is unlike any traditional insurance provider for one reason: you are truly our primary concern.



## YOU'RE CHOOSING PRICE STABILITY

No one likes surprises. The pool was founded to provide an alternative to the commercial insurance marketplace, in part based on the principle of providing price stability. This long-standing ideal has guided our decisions since day one. While the commercial market has seen considerable volatility and rate increases,

and competitors have stripped away coverages to combat rate increases, the pool has enjoyed rate stability for more than a decade, even as we've consistently expanded coverages. It all adds up to giving you peace of mind that rates will remain predictable, aiding in long-term planning and budgeting.



## YOU'RE CHOOSING SPECIALIZED PROTECTION

We were created by public entities, service only public entities, and are directed by our Board elected from within our membership. This gives our organization remarkable focus, and it's allowed us to grow our team with experts that know your organization and its unique needs, because serving partners like you is all we do. It also means we're able to keep ahead of regulatory and other changes as or even before

they happen, adjusting coverages or creating new programs as needed.

Our expert Risk Control team works directly with members to provide employee training, safety audits, or consult on relevant risk management topics to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.



## YOU'RE CHOOSING TRANSPARENCY

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. Although our policy period begins on July 1, renewal quotes are distributed as early as mid-March, giving you ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information through an agent. Because we're partners when it comes to protecting your assets, we openly share every bit of information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

## MEMBERSHIP HIGHLIGHTS

### WEBSITE

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature

### RISK CONTROL

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In person and web-based employee training – safety, liability, human resource, cyber security, and more
- Loss analysis
- Safety committee assistance and participation
- Up to 14 hours of approved CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia



For more than a decade, WVCoRP has been a leader in creating innovative, member-centric solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVCoRP's vast array of membership benefits.

## WORKERS' COMPENSATION

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill program so employees have no "out of pocket" for prescriptions

## CYBER RISK

- Comprehensive cyber risk coverage like no other West Virginia provider
- No deductible
- Optional limits up to \$5,000,000
- Designated breach coach guides legal guidance on cyber incidents
- Live and webinar based cyber security training available

## SERVICES

- Property valuations provided at no charge
- Investigations unit available for claim surveillance and analysis
- Tenant User Liability Insurance Program (TULIP) makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate coverage requirements
- Safelite Auto Glass direct billing allows for quick and painless glass replacement; with a deductible waiver with glass repairs

## COVERAGE

- Guaranteed replacement cost on property coverage
- No annual aggregate on general liability coverage
- Pollution liability coverage for first party and third party clean up
- Optional increased crime coverage limits available
- Defense coverage for EEOC and OCR complaints included





## Upshur County Commission

## Contribution Summary Form

Coverage	Deductible	Contribution
<b>Property</b> : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$32,612
<b>Inland Marine</b> : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	\$3,845
<b>Equipment Breakdown</b>	\$1,000	\$3,437
<b>General Liability</b> : \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$42,775
<b>Law Enforcement Liability</b> : \$1,000,000 Limit	\$10,000	Included
<b>Public Officials Liability</b> : \$1,000,000 Limit Each Wrongful Act	\$10,000	\$11,986
<b>Automobile</b> : \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	See Schedule	\$35,670
<b>Crime</b> : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$950
<b>Excess Liability</b> : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$8,383
<b>Environmental Liability</b> : \$500,000 Limit	\$25,000	Included
<b>Cyber Risk</b> : \$250,000 Limit	None	Included
<b>Workers' Compensation</b> :	None	\$32,834
<b>Grand Total Annual Contribution</b>		<b>\$172,492</b>
Less Dividend Credit(P&C)		(\$3,456)
Total Contribution Due		\$169,036

**Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.**

*In order to be eligible for WVCoRP membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVCoRP.*

*Quarterly installment payment terms available for Workers' Compensation coverage only.*





**RESPONSE NEEDED** - If electing option(s) below, please indicate on Coverage Intent Form form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

**2021 - 2022 Quote Options for  
Upshur County Commission**

**OPTION 1 :** Cyber Risk - Increased Liability

WVCoRP provides members an opportunity to increase Cyber Risk coverage. The purchased limit is your own limit, which is outside of the WVCoRP pooled limit for other members. Cyber Risk Liability provides coverage due to network security breaches (including hacking and viruses) and online privacy matters (including identity theft). Coverage also includes Crisis Management, Remediation and Notification Expense coverage for public relations services, expense to determine scope of breach, and notification expense required by law, including mailings and monitoring up to the purchased limit.

Limit	Deductible	Additional Contribution
\$1,000,000	\$0	\$3,000
\$2,000,000	\$0	\$4,500
\$3,000,000	\$0	\$6,000

\$5,000,000 limit option is available upon request



## Property

- WVCoRP provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

### Buildings and Contents

Total Building Values	\$ 25,843,219
Total Contents Values	\$ 2,794,822
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 450,000

### Coverage Includes: (no additional charge)\*

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value;  
additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet  
of the premises provided their values are included in the schedule

*\*Does not apply to properties valued at Actual Cash Value (ACV)*

### Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

### Perils Covered

- Special Form; specifically drafted for local government; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

### Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

### Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
***If vacant building becomes occupied, please notify WVCoRP to ensure proper coverage is in place.***

### Deductibles (Per Occurrence)

- \$1,000 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



### Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

Inland Marine	
Total Inland Marine Value (Per Schedule)	\$ 1,832,275

Computers / Electronic Data Processing (EDP)	
Hardware (Per Schedule)	\$ 1,134,000
Software (Per Schedule)	\$ 100,000

Perils Covered
<ul style="list-style-type: none"> <li>• Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.</li> <li>• Electronic Data Processing (EDP) includes electrical and mechanical breakdown.</li> </ul>

Valuation
<ul style="list-style-type: none"> <li>• Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:</li> <li>• Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.</li> </ul>

Deductible
See Schedule

Definitions
<ul style="list-style-type: none"> <li>• <b>Replacement Cost (RC):</b> The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.</li> <li>• <b>Actual Cash Value (ACV):</b> The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.</li> <li>• <b>Functional Replacement Cost:</b> The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.</li> </ul>



## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense, and Hazardous Substances
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- \$1,000 Per Occurrence
- 24 Hours Business Income Loss



## General Liability

- WVCoRP general liability coverage provides the broadest protection for public entities in West Virginia.
- WVCoRP coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Basis of Contribution

Net Operating Expense	\$ 4,320,736
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### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Sublimits

- \$100,000 Fire Legal Liability - Real Property
- \$100,000 Care, Custody, and Control of Others' Property

### Deductible

None



### Cyber Risk

- WVCoRP members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

Limits
<ul style="list-style-type: none"><li>• \$250,000 Per Occurrence and Aggregate - Per Member</li><li>• \$1,000,000 Maximum Aggregate for all Cyber Risk losses under the contract, commencing with the inception date of this contract, regardless of the number of Members involved.</li></ul>

Coverages
<b>Network Security, Privacy, and Data Breach Liability</b>
<ul style="list-style-type: none"> <li>• Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.</li> <li>• Liability for transmission of a computer virus</li> </ul>
<b>Multimedia Liability</b>
<ul style="list-style-type: none"> <li>• Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media</li> </ul>
<b>Regulatory Liability</b>
<ul style="list-style-type: none"> <li>• Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations</li> <li>• Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body</li> </ul>
<b>Data Breach Incident Response</b>
<ul style="list-style-type: none"> <li>• Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.</li> </ul>
<b>Data Restoration</b>
<ul style="list-style-type: none"> <li>• Costs to restore, compile or replace data</li> <li>• Reasonable and necessary costs and expenses to determine scope of breach</li> <li>• Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event</li> </ul>
<b>Cyber Extortion</b>
<ul style="list-style-type: none"> <li>• Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service</li> </ul>
<b>Social Engineering Fraud</b>
<ul style="list-style-type: none"> <li>• Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently</li> </ul>
<b>PCI DSS Fines</b>
<ul style="list-style-type: none"> <li>• Covers PCI contractual costs and regulatory fines following a security or privacy event</li> </ul>
Deductible
None



## Environmental Liability

- WVCoRP provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

### Limits

- \$500,000 Each Incident and Aggregate - Per Member
- \$1,000,000 Pool Aggregate

### Coverages

- Third Party Clean-up for above ground pollution exposures, such as:
  - Water & Sewer Operations
  - Transfer Stations
  - Spraying of Pesticides and Herbicides
  - Golf Courses
  - Above Ground Storage Tanks

### Exclusions \*

- Underground Storage Tanks
- Landfills

\* WVCoRP will place coverage for these excluded exposures through a commercial carrier, if requested.

### Deductible

- \$25,000 Per Occurrence



### Law Enforcement Liability

- WVCoRP Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

#### Limit

- \$1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

#### Coverages

Follows Coverage Contract for Liability Coverage

#### Additional Coverages

- Bodily Injury/Property Damage with respects to Law Enforcement operations
- Personal Injury Liability
- Broad Form Property Damage Liability
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Volunteers included as covered persons (volunteer fire & rescue are excluded)
- Contractual Liability for covered contracts

#### Deductible

- \$10,000 Per Occurrence



### Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

#### Limits

- \$1,000,000 Each Wrongful Act
- \$1,000,000 Annual Aggregate
- \$10,000 HRC/EEOC Defense

#### Policy Form

Occurrence

#### Coverages

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

#### Additional Provisions

- Claims handled when filed, not only if a lawsuit is filed

#### **\$100,000 Defense Limit provided for the following excluded coverages:**

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to \$25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)

#### **\$50,000 Defense Reimbursement Limit provided for the following excluded coverages:**

- Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions

#### Deductible

- \$10,000 Per Occurrence
- \$25,000 Land Use/Eminent Domain



## Automobile Liability and Physical Damage

- WVCoRP coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

### Basis of Contribution

Number of Vehicles	36
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### Liability

#### Limits

- \$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- \$2,000 Medical Payments (Per Person)
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- \$1,000,000 Uninsured Motorist
- \$250,000 Underinsured Motorist
- \$1,000,000 Garage Liability
- \$100,000 Garagekeepers
- No Annual Aggregate

#### Additional Coverages

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of \$50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

#### Deductibles

- \$500 Comprehensive (ACV)
- \$500 Collision (ACV)
- \$1,000 Hired Car Physical Damage Comprehensive (up to \$50,000)
- \$1,000 Hired Car Physical Damage Collision (up to \$50,000)
- \$1,000 Garagekeepers



**Definitions**

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2021



### Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

#### Limits

- \$250,000 Per Occurrence
- \$25,000 Telephone Toll Fraud

#### Coverage Forms

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud

#### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

#### Deductible

- \$250 Per Occurrence

## Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

### Limits

- Excess Automobile Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess General Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Law Enforcement Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Public Officials Liability
  - \$1,000,000 Limit
  - \$1,000,000 Annual Aggregate

*\*Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*



## Workers' Compensation

- WVCoRP provides the most affordable and responsive Workers' Compensation coverage available.
- WVCoRP provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVCoRP member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Police Officers & Drivers		7720	\$707,533	\$3.22	\$22,782.56
Clerical		8810	\$1,959,272	\$0.17	\$3,330.76
Attorney - All Employees		8820	\$370,833	\$0.10	\$370.83
Animal Control		8831	\$98,803	\$0.91	\$899.11
Building Operated by Owner		9015	\$149,833	\$2.54	\$3,805.76
Park NOC - All		9102	\$128,639	\$2.07	\$2,662.83
Municipal Employees NOC		9410	\$216,373	\$2.42	\$5,236.23
<b>Total Payroll:</b>			<b>\$3,631,286</b>		

Manual Contribution	\$39,088.08
Experience Modification	0.80
Modified Contribution	\$31,270.46
Scheduled Debit/Credit	\$0.00
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$32,834</b>

**Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVCoRP.**

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

**Workers' Compensation Coverage Contribution is payable in equal quarterly installments.**

Subject to Audit and Annual Adjustment
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Upshur County Commissioner

**ATTENTION**

Upon review, please sign/return to [sbrown@riskprograms.com](mailto:sbrown@riskprograms.com) to ensure prompt processing of documents, including invoice and certificates of coverage.

## 2021 - 2022 Coverage Intent Form

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

<b>ACCEPTANCE:</b>	
	<b>ACCEPT</b> - We accept all coverages as presented in this proposal.
	<b>MODIFY</b> - We wish to request the following changes:
	<b>REJECT</b> - We do not accept your proposal.

OPTIONAL QUOTES PROVIDED HEREIN:

Accept	Reject	<b>CYBER RISK:</b>
		ELECT optional Increased Limit for Cyber Risk as follows: Total Limit: \$ _____ Additional Contribution: \$ _____

<b>BILLING TERMS</b>	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input type="checkbox"/> Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input type="checkbox"/> Quarterly Installments
<i>Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.</i>	
<i>A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.</i>	

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage.

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 PRINTED NAME

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 SIGNATURE

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 DATE





## Upshur County Commission

Coverage Term : 7/1/2021 - 7/1/2022

### BUILDINGS AND CONTENTS SCHEDULE

Replacement Cost or Stated Otherwise

Loc #	Bldg #	Bldg Description	Street Address	City	Bldg Value	Cts Value	Deductible	Builders Risk	Demo / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Gould Lodge	76 Youth Camp Road	Selbyville	\$180,300.00	\$10,000.00	\$1,000.00				
1	10	Pool Filter Building	76 Youth Camp Road	Selbyville	\$48,300.00	\$15,000.00	\$1,000.00				
1	11	Bath House	76 Youth Camp Road	Selbyville	\$26,533.00	\$6,634.00	\$1,000.00				
1	12	Nurses Cabin	76 Youth Camp Road	Selbyville	\$39,800.00	\$0.00	\$1,000.00				
1	13	Storage Bldg	76 Youth Camp Road	Selbyville	\$6,634.00	\$6,634.00	\$1,000.00				
1	14	Hunter's Lodge	76 Youth Camp Road	Selbyville	\$26,533.00	\$6,634.00	\$1,000.00				
1	15	Cook's Cabin	76 Youth Camp Road	Selbyville	\$26,533.00	\$0.00	\$1,000.00				
1	16	Shower House #1	76 Youth Camp Road	Selbyville	\$6,634.00	\$6,634.00	\$1,000.00				
1	17	Shower House #2	76 Youth Camp Road	Selbyville	\$6,634.00	\$6,634.00	\$1,000.00				
1	18	Garage/Shop	76 Youth Camp Road	Selbyville	\$6,634.00	\$3,979.00	\$1,000.00				
1	19	Pump House	76 Youth Camp Road	Selbyville	\$13,266.00	\$13,266.00	\$1,000.00				
1	2	Maple Lodge	76 Youth Camp Road	Selbyville	\$180,300.00	\$10,000.00	\$1,000.00				
1	20	Garage/Garbage Area	76 Youth Camp Road	Selbyville	\$33,168.00	\$19,901.00	\$1,000.00				
1	21	Generator Bldg	76 Youth Camp Road	Selbyville	\$11,593.00	\$0.00	\$1,000.00				
1	22	Pool	76 Youth Camp Rd	Selbyville	\$272,000.00	\$0.00	\$1,000.00				
1	3	Terrace Lodge	76 Youth Camp Road	Selbyville	\$180,300.00	\$10,000.00	\$1,000.00				
1	4	Rhododendron Lodge	76 Youth Camp Road	Selbyville	\$180,300.00	\$10,000.00	\$1,000.00				
1	5	Heavener Hall/Selbyville Youth Camp	76 Youth Camp Road	Selbyville	\$599,500.00	\$6,000.00	\$1,000.00				
1	6	Smith Assembly Hall/Selbyville Youth Camp	76 Youth Camp Road	Selbyville	\$404,500.00	\$6,000.00	\$1,000.00				
1	7	Picnic Shelter	76 Youth Camp Road	Selbyville	\$35,600.00	\$2,000.00	\$1,000.00				
1	8	Dining Hall/Selbyville Youth Camp	76 Youth Camp Road	Selbyville	\$707,500.00	\$39,000.00	\$1,000.00				
1	9	Caretakers Home	76 Youth Camp Road	Selbyville	\$163,900.00	\$10,000.00	\$1,000.00				
10	1	Community Bldg	Ten Mile	Buckhannon	\$10,613.00	\$0.00	\$1,000.00				
11	1	James Curry Library	1721 Brooks Hill Road	French Creek	\$319,000.00	\$168,000.00	\$1,000.00				
11	2	Pavilion at James Curry Library	Brooks Hill Area	Buckhannon	\$28,139.00	\$0.00	\$1,000.00				
11	3	Pavilion at James Curry Library	Brooks Hill Area	Buckhannon	\$56,275.00	\$0.00	\$1,000.00				
13	1	Radio Broadcasting Facility	Tallmansville	Tallmansville	\$20,000.00	\$9,288.00	\$1,000.00				
14	1	Community Corrections Program Office	43 WBUC Road	Buckhannon	\$0.00	\$21,218.00	\$1,000.00				
15	1	10 x 10 Pavilion	Pringle Tree Park	Buckhannon	\$5,000.00	\$0.00	\$1,000.00				
16	1	E911/OEM Building	181 Pallottine Drive	Buckhannon	\$1,000,500.00	\$117,500.00	\$1,000.00				
16	2	E911 Radio Tower	181 Pallottine Dr	Buckhannon	\$482,000.00	\$0.00	\$1,000.00				
17	1	Administrative Annex Building	91 W. Main Street	Buckhannon	\$469,000.00	\$27,500.00	\$1,000.00				
17	3	WVU Extension Garage	91 W Main St	Buckhannon	\$40,000.00	\$4,000.00	\$1,000.00				
18	1	Calvin Phillips Garage	1178 Rt 20 South Road	Buckhannon	\$10,000.00	\$0.00	\$1,000.00				
18	2	Hair/Nail Express Salon	1178 Rt 20 South Road	Buckhannon	\$10,000.00	\$0.00	\$1,000.00				
19	1	James W Curry Maintenance Garage	Brooks Hill Rd	French Creek	\$20,000.00	\$10,000.00	\$1,000.00				
2	1	Pool Bldg	308 B-U Drive	Buckhannon	\$159,300.00	\$30,000.00	\$1,000.00				
2	10	Batting Cage	308 B-U Dr	Buckhannon	\$11,860.00	\$0.00	\$1,000.00				
2	11	Dugouts	308 B-U Dr	Buckhannon	\$3,320.00	\$0.00	\$1,000.00				
2	12	Fence & Lights	308 B-U Dr	Buckhannon	\$18,350.00	\$0.00	\$1,000.00				
2	13	17X72 Tunnel Building	308 B-U Drive	Buckhannon	\$40,000.00	\$0.00	\$1,000.00				
2	14	10X16 Maintenance Shed	308 B-U Drive	Buckhannon	\$3,000.00	\$0.00	\$1,000.00				

2	2	County Park Pool	308 Bu Drive	Buckhannon	\$1,095,000.00	\$0.00	\$1,000.00				
2	3	4-H Pavillion	308 B-U Drive	Buckhannon	\$122,900.00	\$0.00	\$1,000.00				
2	4	Pavillion	308 B-U Drive	Buckhannon	\$62,900.00	\$0.00	\$1,000.00				
2	5	Pavillion	308 B-U Drive	Buckhannon	\$32,100.00	\$0.00	\$1,000.00				
2	6	4-H Storage	308 B-U Drive	Buckhannon	\$7,500.00	\$3,000.00	\$1,000.00				
2	7	Concession Stand	308 B-U Dr	Buckhannon	\$9,500.00	\$0.00	\$1,000.00				
2	8	Shed (10X12)	308 B-U Dr	Buckhannon	\$2,500.00	\$0.00	\$1,000.00				
2	9	Shed (4X8)	308 B-U Dr	Buckhannon	\$500.00	\$0.00	\$1,000.00				
3	1	Upshur Co Library	1150 Route 20 South Rd	Buckhannon	\$2,788,500.00	\$788,000.00	\$1,000.00				
4	1	EMS Bldg	164 Pocahontas Street	Buckhannon	\$637,500.00	\$75,500.00	\$1,000.00				
5	1	Health Dept	15 N Locust Street	Buckhannon	\$465,000.00	\$0.00	\$1,000.00				
5	2	Dome Metal Building	15 N Locust Street	Buckhannon	\$7,000.00	\$0.00	\$1,000.00				
5	3	Green Metal Building	15 N Locust Street	Buckhannon	\$15,000.00	\$0.00	\$1,000.00				
6	1	Old Jail Record Storage & File	14 S Locust Street	Buckhannon	\$1,391,000.00	\$105,000.00	\$1,000.00				
7	1	Animal Shelter	318 Mud Lick Road	Buckhannon	\$284,500.00	\$27,000.00	\$1,000.00				
8	1	Maintenance Bldg	40 Chancery Street	Buckhannon	\$625,000.00	\$65,000.00	\$1,000.00				
9	1	Courthouse	40 W Main Street	Buckhannon	\$6,940,500.00	\$645,000.00	\$1,000.00				
9	2	Courthouse Annex	38 W Main Street	Buckhannon	\$5,493,500.00	\$510,500.00	\$1,000.00				
Totals			Count: 60		\$25,843,219.00	\$2,794,822.00					



## Upshur County Commission

Coverage Term : 7/1/2021 - 7/1/2022

### INLAND MARINE SCHEDULE

Equipment Type	Department	Item Description	Serial Number	Value	Deductible
Contractor's Equipment		Blanket Rented and Leased Equipment		\$250,000.00	\$1,000.00
Electronic Data Hardware		Blanket EDP from Appraisal		\$864,000.00	\$1,000.00
Electronic Data Hardware	Annex	Computer Hardware		\$100,000.00	\$1,000.00
Electronic Data Hardware	Annex	AS 400 Computer Equipment		\$120,000.00	\$1,000.00
Electronic Data Hardware	Courthouse	Blanket Hardware		\$50,000.00	\$1,000.00
Electronic Data Software	Annex	Blanket Software		\$50,000.00	\$1,000.00
Electronic Data Software	Courthouse	Blanket Software		\$50,000.00	\$1,000.00
Miscellaneous Equipment	4H Camp	2006 John Deere 410 Loader Attachment	1153	\$2,500.00	\$1,000.00
Miscellaneous Equipment	4H Camp	2006 John Deere 46 Backhoe Attachment	0070	\$8,000.00	\$1,000.00
Miscellaneous Equipment	4-H Camp	Ferris Zero Turn IS3200Z Series 60" mower	60059	\$10,500.00	\$1,000.00
Miscellaneous Equipment	Circuit Courtroom	2 Stage Wheelchair Lift	0199	\$66,500.00	\$1,000.00
Miscellaneous Equipment	Maintenance	Salt Dogg Salt Spreader Model # TGS07	8700	\$2,800.00	\$1,000.00
Miscellaneous Equipment	Maintenance	John Deere Tractor Model 2720 w/Backhoe Attachment	0052	\$7,300.00	\$1,000.00
Miscellaneous Equipment	Pringle Tree Park - Burec Park	Playground Equipment		\$25,000.00	\$1,000.00
Miscellaneous Equipment	Security	Wave PLUS 100 Duress Alarm System		\$23,685.00	\$1,000.00
Mobile Equipment	4H Camp	John Deere 60 inch Mower Deck	2465	\$1,800.00	\$1,000.00
Mobile Equipment	4H Camp	1992 Scissor Lift Snorkel	0195	\$3,000.00	\$1,000.00
Mobile Equipment	4H Camp	Kubota Tractor B6000		\$3,090.00	\$1,000.00
Mobile Equipment	4H Camp	1978 Ford Tractor	2000	\$4,120.00	\$1,000.00
Mobile Equipment	4H Camp	2016 Kawasaki Mule KAF620P	0003	\$7,500.00	\$1,000.00
Mobile Equipment	4H Camp	2006 John Deere Tractor	4110	\$10,000.00	\$1,000.00
Mobile Equipment	Curry	John Deere Tractor	0698	\$16,500.00	\$1,000.00
Mobile Equipment	Maintenance	John Deere X585 Tractor/62C Mower	2905	\$9,000.00	\$1,000.00
Mobile Equipment	Maintenance	Simplicity Tractor	00383	\$10,000.00	\$1,000.00
Mobile Equipment	Sheriff	2015 Kawasaki Teryx ATV	1975	\$11,000.00	\$1,000.00
Radios & Equipment	E-911	E-911 Systems		\$100,000.00	\$1,000.00
Radios & Equipment	E-911	Radio System		\$100,000.00	\$1,000.00
Radios & Equipment	E-911	CAD System		\$500,000.00	\$1,000.00
Radios & Equipment	Sheriff	(16) Sheriff Dept. Body Cameras		\$14,320.00	\$1,000.00
Telephone System	Annex	Telephone System		\$100,000.00	\$1,000.00
Telephone System	Courthouse	Telephone System		\$100,000.00	\$1,000.00
Telephone System	E911/DHSEM	Telephone System Hardware		\$8,000.00	\$1,000.00
Trailers	Maintenance	2014 HMS TL	2305	\$5,700.00	\$1,000.00
Trailers	Maintenance	2005 King Trailer Cargo	0705	\$10,000.00	\$1,000.00
Trailers	OEM	2011 TOP Trailer	2147	\$3,500.00	\$1,000.00
Trailers	OEM	2009 Lark Trailer	4886	\$10,000.00	\$1,000.00
Trailers	OEM	2009 Lark Trailer	4895	\$10,000.00	\$1,000.00
Trailers	OEM	2009 Lark Trailer	4891	\$10,000.00	\$1,000.00
Trailers	OEM	2012 BEN Trailer	8862	\$10,000.00	\$1,000.00
Trailers	Office of Emergency Services	2010 Lark Trailer	9306	\$8,460.00	\$1,000.00
Trailers	Sheriff	2006 Speed Trailer	3152	\$10,000.00	\$1,000.00
Voting Machines	Election	Blanket Voting Equipment		\$360,000.00	\$1,000.00
	Totals	Count: 42		\$3,066,275.00	



## Upshur County Commission

Coverage Term : 7/1/2021 - 7/1/2022

### BUSINESS AUTO SCHEDULE

Vehicle #	Dept	Year	Make	Model	Vin	Repl. Cost Value	Comp Ded	Coll Ded
	OEM	2019	Chevrolet	Silverado	1064	\$0.00	\$500.00	\$500.00
	Maintenance	2019	Ford	F-250	1902	\$0.00	\$500.00	\$500.00
	Sheriff	2019	Ford	Police Interceptor	9379	\$0.00	\$500.00	\$500.00
	Animal Control	2019	Dodge	1500	2640	\$0.00	\$500.00	\$500.00
	Community Corrections	2019	Dodge	1500	1832	\$0.00	\$500.00	\$500.00
	Sheriff	2020	Ford	Police Interceptor	5736	\$0.00	\$500.00	\$500.00
	Sheriff	2020	Ford	Police Interceptor	0111	\$0.00	\$500.00	\$500.00
	Sheriff	2019	Ford	Taurus	7610	\$0.00	\$500.00	\$500.00
	Assessor	2011	Ford	Ranger	2060	\$0.00	\$500.00	\$500.00
	Sheriff	2007	Cat I A1	Cougar 4X4	9501	\$0.00	No Coverage	No Coverage
	Sheriff	2020	Ford	Expedition	8011	\$0.00	\$500.00	\$500.00
	Comm Corrections	2021	Jeep	Grand Cherokee	2421	\$0.00	\$500.00	\$500.00
	Maintenance	2020	Ford	F-250 Truck	4172	\$0.00	\$500.00	\$500.00
	Comm Corrections	2021	Jeep	Grand Cherokee	1526	\$0.00	\$500.00	\$500.00
	Sheriff	2021	Ford	Expedition	6896	\$0.00	\$500.00	\$500.00
	Addressing	2006	Ford	Police Interceptor	2281	\$0.00	\$500.00	\$500.00
	Youth Camp	2009	Ford	F150	7159	\$0.00	\$500.00	\$500.00
	Assessor	2017	Ford	Escape	3583	\$0.00	\$500.00	\$500.00
	Community Correction	2004	Ford	Police Interceptor	6327	\$0.00	\$500.00	\$500.00
	Community Correction	2007	Ford	Van	5226	\$0.00	\$500.00	\$500.00
	Community Correction	2009	Ford	Focus	6055	\$0.00	\$500.00	\$500.00
	Library	2005	Chevrolet	Equinox	1598	\$0.00	\$500.00	\$500.00
	Maintenance	2008	Toyota	Truck	4917	\$0.00	\$500.00	\$500.00
	Sheriff	2017	Ford	F150	2892	\$0.00	\$500.00	\$500.00
	Sheriff	2010	Dodge	Charger	9160	\$0.00	\$500.00	\$500.00
	Sheriff	2010	Ford	Crown Vic	0651	\$0.00	\$500.00	\$500.00
	E-911	2010	Ford	Expedition	6213	\$0.00	\$500.00	\$500.00
	Sheriff	2014	Ford	Police Interceptor	1008	\$0.00	\$500.00	\$500.00
	Sheriff	2016	Ford	Police Interceptor	3426	\$0.00	\$500.00	\$500.00
	Sheriff	2016	Ford	Police Interceptor	4629	\$0.00	\$500.00	\$500.00
	Sheriff	2016	Ford	Police Interceptor	4630	\$0.00	\$500.00	\$500.00
	Sheriff	2017	Ford	Police Interceptor	0351	\$0.00	\$500.00	\$500.00
	Sheriff	2005	Chevrolet	Equinox	0712	\$0.00	\$500.00	\$500.00
	Maintenance	2010	Ford	F150	9153	\$0.00	\$500.00	\$500.00
OES	Animal Control	2008	Ford	4d Pick Up	6131	\$0.00	\$500.00	\$500.00
Youth Camp	Youth & Family Services	2000	Ford	Econoline Van	0059	\$0.00	\$500.00	\$500.00
Totals			Count: 36			\$0.00		

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

Date: April 8, 2021

**THIS RENEWAL** is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Stanton Lawn Service ("CONTRACTOR") for grounds keeping services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree ***all terms*** set forth in the Agreement dated February 24, 2020 are in full force and effect for another one-year period effective March 29, 2021 and continuing through September 30, 2021. Specific commencement and completion dates must be coordinated with Greg Harris, Upshur County Facility Supervisor.

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

Owner shall pay the Contractor upon completion of all work no more than the sum seventeen thousand three hundred sixty dollars (\$17,360).

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

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated February 24, 2020. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

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

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

This Renewal will be effective on the 8<sup>th</sup> day of April, 2021.

**OWNER:**

County Commission of Upshur County

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

Name: Kristie G. Tenney

Title: Commission President

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

Address for Giving Notices:

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

Telephone: 304 / 472.0535

Facsimile: 304 / 473.2802

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

**CONTRACTOR:**

Stanton Lawn Service

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

Name: Justin Stanton

Title: Owner

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

Address for Giving Notices:

40 Cleveland Avenue  
Buckhannon, WV 26201

Telephone: (304) 472-1197

Facsimile: N/A



Upshur County Commission  
Grounds Keeping Contract

# APPROVED

FEB 27 2020

## SCOPE OF WORK

UPSHUR COUNTY COMMISSION

Bids must be itemized by location per mow and trim. A total bid price for the contract must also be submitted. The numbers in parenthesis represent the number of mows or trims required. Quotes must include all fuel and labor (compliance with West Virginia prevailing wage regulations are not required) and any other applicable charges. Grounds keeping will commence on or around March 30, 2020 and conclude on or around September 30, 2020.

### Scope of Work

#### E911 Communications Center/OEM

- Mow and trim entire area (6)  $6 \times 200$  \$ 1200.00
- Mow and trim inside fence and perimeter of fence (27) 35 \$ 945.00

#### Lewis-Upshur Animal Control Facility 45.00

- Mow and trim (27) \$ 1215.00

#### UC Library Area/Salon

- Mow and trim (27) 40.00 \$ 1080.00

#### B-U Recreational Park (Pool, Pavilions, etc.)

- Mow and trim (27) 170.00 \$ 4590.00

#### FEMA Lots --- Norvell Drive

- Mow and trim (27) 105.00 \$ 2835.00

#### Pringle Tree Park

- Mow and trim (27) 125.00 \$ 3375.00

#### Boat Dock --- Hall Road

- Mow and trim (27) 30 \$ 810.00

#### Boat Dock --- Hampton/Ivanhoe

- Mow and trim (27) 30 \$ 810.00

### Total Price

\$ 16,860.00  
16,860.00

### Additional properties :

Area between tennis courts at BU Rec Park

- Weedeat monthly (5) \* \$100

\$500

Total effective April 2021

\$17,360

## CONSULTING AGREEMENT

This Consulting Agreement, effective as of April 8, 2021, is between the Upshur County Commission, a local governmental entity with an address of 91 West Main Street, Suite 101, Buckhannon, WV 26201, hereinafter referred to as "Commission", and JH Consulting, LLC, a limited liability company with an address of 29 East Main Street, Suite 1, Buckhannon, WV 26201, hereinafter referred to as "Contractor".

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

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

The parties agree as follows:

1. **Services to Be Provided.** Subject to the availability of Contractor resources, Contractor will provide services as detailed in the Scope of Work, attached hereto as Exhibit A. It is expressly understood and agreed that for the purposes of this Agreement, the services are undertaken by Contractor in the capacity of an independent contractor. Contractor shall be entitled to give priority to its own business needs in determining the availability of its employees to provide the services.
2. **Term and Termination.** The Agreement shall begin as of the date first stated above and continue until December 31, 2022, unless either party serves written notice thirty (30) days in advance of its intent to cancel the Agreement.
3. **Compensation, Payment, and Expense Reimbursement.** Contractor will provide Commission with invoices for services upon completion of the phases identified in the Scope of Work (\$5,000.00 upon the completion of Phase 1 and \$5,000.00 upon completion of Phase 2). Commission will pay invoices within 60 days of the date of the invoice. Payments not received in a timely manner will incur interest at the rate of 5% per annum.
4. **Term.** This Agreement is for years FY 2021, 2022, and 2023. Pursuant to W. Va. Code § 11-8-26, the Commission reserves the right to terminate this contract within 30 days of laying the levy for the aforementioned fiscal years if funds are not appropriated for the project. The Commission shall provide such notice of termination in writing to the vendor.
5. **Data Ownership and Security.** Commission shall retain ownership of the data and all work produced by the Contractor and will be transferred upon completion of the contractual obligations and payment of all outstanding invoices.
6. **Client Confidentiality.** The Contractor and all support staff agree to comply with all federal and state laws concerning the confidentiality of information concerning individuals rendering services by the Commission. Such information shall only be used for the purpose of carrying out this Agreement. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual or appropriate order of a court. Information is not considered confidential if it: (i) is generally available to the public at the time of the disclosure; (ii) is already known to Contractor at the time of the disclosure, (iii) has been disclosed to Contractor by a third party under no obligation of confidentiality, or (iv) has been established independently by Contractor.
7. **Contractor Work Product.** Commission agrees to keep Contractor's work product confidential and will not disseminate Contractor's work product to third parties or cause it to be modified without Contractor's consent.

8. **Liability and Indemnification.** Neither party shall be liable to the other for the death or injury to any employee of the other, or loss of or cause of damage to its property, unless caused solely by its own negligence or willful action. Each party shall indemnify and hold harmless the other for any loss, damage or injury, including reasonable attorneys' fees and expenses, (a) caused by a breach of this Agreement by such party, or (b) suffered by any third party and arising out of such party's performance of this Agreement.
9. **Disclaimer; No Assurance of Success.** Except as otherwise provided herein, Contractor makes no warranties, representations, or assurances of success of any kind or nature, express or implied, relating to the services, including any warranties of merchantability and fitness for a particular purpose. Contractor specifically disclaims any and all warranties or representations concerning the services.
10. **Limitations of Liability.** Contractor shall not be responsible for any third party actions or inactions preventing Contractor from providing services.
11. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.
12. **Amendment of Agreement.** This Agreement is the entire Agreement between the parties and may not be amended at any time except by a written Agreement signed by both parties.
13. **No Third Party Beneficiaries.** This Agreement is not intended to create any third party beneficiary rights in any person not a party to this Agreement, regardless of whether any other person may be named herein.
14. **Assignment.** Commission may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of Contractor, except pursuant to an assignment of its interests to an entity within its control group.
15. **Force Majeure.** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the performance of the obligations of either party hereunder.
16. **Signatures.** Each person executing this Agreement represents and warrants that he or she has the authority to act for and bind the entity on whose behalf he or she purports to act.
17. **Notice.** Any notice, request, or approval or other document required or permitted to be given under this Agreement shall be in writing unless otherwise provided herein; and shall be deemed to have been sufficiently given if delivered in person, dispatched by U.S. mails, or sent by other electronic means where receipt can be verified, as follows.

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

If to Commission, addressed to: Carrie L. Wallace, County Administrator, Upshur County  
Commission, 91 West Main Street, Suite 101, Buckhannon, WV 26201

Either party may change its address for receipt of notices by delivering a notice thereof pursuant to this Section 17.

18. **Severability.** Should any portion of this Agreement be found unenforceable to operation of statute or by administrative or judicial decision, the operation of the balance of this

Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

19. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of West Virginia.
20. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, understandings, and writings between the parties as to the matters covered herein.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Binding Effect.** This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective parties.
23. **Waiver.** Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.
24. **Survival.** The terms and provisions of Sections 3 through 11 shall survive the termination of this Agreement.

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

**Contractor**



Jeffery W. Harvey, Managing Member

JH Consulting, LLC

4/08/2021

Date

**Commission**

Kristie G. Tenney, President

Upshur County Commission

Date

Terry B. Cutright, Commissioner

Samuel R. Nolte, Commissioner

## **EXHIBIT A: SCOPE OF WORK**

### Administrative Tasks

- Provide Commission with a project workplan.
- Provide Commission with periodic status reports as defined in the project workplan.
- Support technical assistance and problem solving throughout the project period, as necessary.

### Project Tasks (Phase 1: Assessment)

- Conduct outreach to emergency services partners throughout Upshur County, to include police, fire, emergency medical services, public health and medical, social services organizations, education facilities, etc. to solicit participation in the study.
- Conduct public outreach through meeting moderation, the use of online surveys, etc.
- Work with participating organizations to develop lists of available resources and capabilities.
- Conduct a gap analysis to assess performance under the 32 core capabilities as published by the U.S. Department of Homeland Security.
- Produce a report that documents findings.
- Provide technical assistance to participating agencies in support of data collection and analysis for the purpose of evaluating and understanding agency capabilities.

### Project Tasks (Phase 2: Action Plan)

- Moderate planning meetings with participating entities to review gap analysis findings and to generate action items for the purpose of closing gaps.
- Provide research support to inform the generation of projects.
- Research potential funding sources for identified projects.
- Provide technical assistance to participating agencies in support of data collection and implementation of identified projects.



**Lifeguards, Admission Workers, Concession Stand Workers and Assistant Managers**  
**Buckhannon-Upshur Recreational Park**

The Office of the Upshur County Commission is accepting applications for the following positions: lifeguards, admission workers, concession stand workers and assistant managers for the 2021 park season, beginning mid-May and continuing through mid-August. Individuals who worked at the park facility during the previous season(s) and have notified the Commission Office of their intent to return to work do not need to complete an application unless he or she is interested in an assistant manager position. Lifeguards must be certified with CPR and First Aid endorsements and concession stand workers must have a valid WV Food Handlers Card. Applicants with current certifications will be given preference. Reimbursements of required certifications will be made to employees that are available and complete the 2021 season. Interested individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex located at 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:00 p.m., Monday through Friday or online at <http://www.upshurcounty.org/Application%202017.pdf>. Completed applications must be returned to the Office of the Upshur County Commission on or before the close of business on Friday, April 30, 2021.

Office of the Upshur County Commission  
Shelia M. Adams, Administrative Assistant  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

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

Upshur County  
 Courthouse Security Advisory Board  
 Membership Appointment

Please complete the following if you are appointing a representative to the Court Security Advisory Board.

I, Mark Davis, Chief Magistrate hereby appoint  
 Name (First, Last) Title

Alan Suder, Magistrate as the Magistrate Office  
 Name (First, Last) Title Office

representative on the Court Security Advisory Board.

Mark Davis 3/31/21  
 Signature Date

\*\*\*\*\*

Please complete the following if you are serving as your office's representative on the Court Security Advisory Board.

I, \_\_\_\_\_, \_\_\_\_\_ will serve as the  
 Name (First, Last) Title

\_\_\_\_\_ representative on the Court Security Advisory Board.  
 Office

\_\_\_\_\_  
 Signature Date

From: "Cooper, Brian K" <Brian.K.Cooper@wv.gov>  
To: "C L Wallace" <clwallace@upshurcounty.org>  
Subject: RE: [External] Re: [External] Re: [External] Re: [External] Re:[External] 33 Traffic Study  
Date: 4/6/2021 11:15:58 AM

Ms. Wallace,

After reviewing the results of the safety study, I am pleased to inform you that the WVDOH has programmed two projects to help improve safety along US 33 in Upshur County. One project includes renovation and upgrading of the traffic signal located at the intersection of US 33 and Brushy Fork Road. The other project will install new traffic signals on US 33 at the intersection of Childers Run Road and also at the intersection of Kesling Mill Road. We anticipate that the engineering and design work for both of these projects to be completed late this fall with construction beginning in the Spring of 2022. Please let me know if you have any questions.

Brian K. Cooper

District Engineer

WVDOH District 7

Ph. 304-269-8901

Cell 304-642-0406

[Brian.K.Cooper@wv.gov](mailto:Brian.K.Cooper@wv.gov)

**Notice of Confidentiality:** The information contained in this email message is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of the communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy all copies of the original message.

**From:** C L Wallace <clwallace@upshurcounty.org>

**Sent:** Friday, April 2, 2021 4:20 PM

**To:** Cooper, Brian K <Brian.K.Cooper@wv.gov>; Jerry Arnold <jarnold.buckhannon@gmail.com>

# ELKINS ROAD PUBLIC SERVICE DISTRICT

46

## Agenda

**Meeting** Regular Monthly Meeting

**Start Time** 5:00 PM

**Date** Tuesday, April 6, 2021

**Place** P.S.D. Office  
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson

5:00 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member David Burr

Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - March 2, 2020 Regular Monthly Meeting

**Vote**

Treasurer Report/Payment of Bills for April/bal of March Invoices

**Vote**

### ITEMS FOR DISCUSSION

#### **Welcom David Burr - New Board Member**

Completion of unexpired term of Sonny Matthews

#### **Corporate Resolution - Bank Add**

**Vote**

David A Burr

Carolyn Douglas

#### **Letter from WVCORP-Dividend Credit**

**Vote**

Review letter received from WVCORP

#### **Phase III Extension Project Update**

**Vote**

Invoice payment approval

Progress Reports & Discusion

Change Orders

Project Underruns & Proposed Use

#### **Maintenance Report**

Leak Detection

PSD Truck

Spring/Summer Planning

**Date & Time of May 2021 Meeting - Tuesday, May 4, 2021 @ 5:00 pm**

#### **Adjournment**

**Vote**

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

*Rough Draft Prepared by Office Manager March 9, 2021*

*Prepared by Board Chair and Office Manager March 25, 2021*

*Posted and Available to the Public on April 2, 2021*