

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

- 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: December 21, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
  - December 14, 2023
- 9:15 a.m. Justin Bowers, Founder of Appalachian Impact, providing an update on services provided. Consider executing a continuation of a lease agreement by and between the Upshur County Commission and Appalachian Impact, concerning the use and lease of the Hampton Community Building located at 156 Hampton Road. The term of the lease shall be for one year, commencing January 1, 2024, and terminating on the 31<sup>st</sup> day of December 2024 unless renewed. \*

[Pages 4-12](#)

### Items for Discussion / Action / Approval:

1. Approval and signature of a Federal Aviation Administration Outlay Report and Request for Reimbursement for Construction Programs – Request No. 4 - in the amount of four thousand six hundred seventy-nine dollars and thirteen cents. (\$4,679.13) for an Airport Improvement Program Project at the Upshur County Regional Airport. \*  
[Pages 13-15](#)
2. Approval and signature of a Sub-Grant Adjustment Notice for project 21-SHS-60. This adjustment will extend the sub-grant period of completion from 12/31/2023 to 8/31/2024. \*  
[Page 16](#)
3. Approval of “Request for Proposals” for a Demolition Project consisting of the removal of asbestos-containing material, demolition of buildings, removal of sidewalk/parking area(s), and clean-up of sites for properties located at 18 South Locust Street, 12 Chancery Street and 6 Chancery Street, Buckhannon, WV. A voluntary pre-bid conference will be held on Friday, January 5, 2024 at 2:00 pm. Sealed bids must be received no later than 4:00 pm on Friday, January 19, 2024. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:15 am on Thursday, January 25, 2024. \*  
[Pages 17-28](#)
4. Approval and signature of a Sales Order from KOMAX Business Systems to purchase a commercial shredder to be located in the Upshur County 911 Center. The total cost for this piece of equipment is \$5,055. \*  
[Pages 29-31](#)
5. Approval and signature to submit an Underground Injection Control Permit Application, Groundwater Protection Plan and supporting documents to the Division of Water and Waste Management’s Groundwater/UIC Program on behalf of the Upshur County Youth Camp. The permit fee is calculated based upon a formula. This permit application and plan are designed to ensure that fluids injected underground will not endanger drinking water sources. \*  
[Pages 32-62](#)

6. Approval of an advertisement for one full-time Secretary for the 26<sup>th</sup> Judicial Circuit Community Corrections Program. The office locations will be in Upshur and Lewis Counties. Applications will be reviewed on Friday, January 5, 2024; however, applications may be considered until position is filled. \* [Page 63](#)
7. Approval of an advertisement for one full-time Licensed Clinical Therapist for the 26<sup>th</sup> Judicial Circuit Community Corrections Program. Applications will be reviewed on Friday, January 5, 2024; however, applications may be considered until position is filled. \* [Page 64](#)
8. 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. Reminder -- The Upshur County Courthouse and Annex will be closing to the public at 12 p.m. on Thursday, December 21, 2023.
2. 2024 Board of Review & Equalization meeting schedule that was approved by the Upshur County Commission on December 14, 2023. [Page 65](#)
3. Upshur County Sheriff's Financial Statement for period ending November 30, 2023. [Pages 66-67](#)
4. Correspondence from the City of Buckhanon Recorder, Randall Sanders, announcing the Call for Election. [Page 68](#)
5. Correspondence from Renetta McClure, County Administrator for the Monongalia County Commission, announcing a meeting to host local governments to discuss the governance structure for Region 4 of the WV First Foundation. The meeting will be held on Thursday, January 25, 2024 at 9:30 a.m. at the Monongalia County Center. [Page 69](#)
6. Upshur County Mileage Reports – November, 2023
  - Addressing and Mapping [Page 70](#)
  - Dog Pound [Page 71](#)
  - Community Corrections [Pages 72-73](#)
  - Emergency Management [Page 74](#)
  - Maintenance [Pages 75-78](#)
  - Parks & Recreation [Page 79](#)
  - Sheriff [Page 80](#)
  - Upshur 911 [Page 81](#)
7. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - None
  - b) Agendas and/or Notice of Meetings:
    - 26<sup>th</sup> Judicial Circuit Community Corrections Program      December 18, 2023      [Page 82](#)
    - Buckhannon-Upshur Airport Authority      December 18, 2023      [Page 83](#)
    - City Council of Buckhannon      December 21, 2023      [Page 84](#)
  - c) Meeting Minutes:

- Tennerton Public Service District October 11, 2023 [Page 85](#)
  - Lewis-Upshur Local Emergency Planning Committee October 18, 2023 [Pages 86-87](#)
  - Adrian Public Service District November 2, 2023 [Page 88](#)
  - Tennerton Public Service District November 8, 2023 [Page 89](#)
  - Upshur County Safe Structures and Sites Enforcement November 9, 2023 [Pages 90-91](#)
  - Adrian Public Service District – Project Meeting November 15, 2023 [Page 92](#)
- d) **\*Dates and times of monthly board meetings are viewable at:**  
<http://cms4.revize.com/revize/upshurwv/calendar.php>  
 or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

8. Appointments Needed or Upcoming:

- None

*\*\*\*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 [chughes@upshurcounty.org](mailto:chughes@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. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

**Tabled Items**

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

**Tabled November 30, 2023** - Consider executing a Memorandum of Understanding for Regional Task Force dedicated to optimizing funds available to political subdivisions from the WV First Foundation created as a result of the State opioid litigation and settlements. Upon entering this agreement, parties agree to cooperate and provide information and documentation to Ascension Recovery Services (Ascension). Financial contribution by the parties of this MOU for the services provided by "Ascension" is voluntary, not mandatory. [Pages 93-94](#)

**Next Regular Meeting of the Upshur County Commission**

**January 4, 2024 --- 9:00 a.m.**

**Upshur County Courthouse Annex**

**The meeting for Thursday, December 28, 2023 has been cancelled.**

### LEASE AGREEMENT

THIS LEASE Agreement, made and entered into this 9<sup>th</sup> day of December, 2021, and renewed on December 15, 2023, by and between the COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA, a statutory corporation, hereinafter referred to as “Lessor,” and APPALACHIAN IMPACT, hereinafter referred to as “Lessee.”

WHEREAS, Lessor, a political subdivision of the State of West Virginia, is the owner of certain real property known as the Old Hampton School property situate at 156 Hampton Road, Buckhannon District, Upshur County, West Virginia 26201, said real property being the location of the Hampton Community Building; and,

WHEREAS, Lessee, a non-profit organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, is engaged in providing programs and services for at-risk youth.

WHEREAS, Lessee desires to lease said building from the Lessor to assist in providing programs and services for at-risk youth of Upshur County, West Virginia.

NOW, THEREFORE, THIS LEASE AGREEMENT WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of this agreement, the terms and conditions of which are to be performed by the parties hereto, the Lessor does hereby lease to Lessee, and the Lessee does hereby lease from the Lessor, those certain premises, hereinafter described as Leased premises, under the following terms, covenants and conditions:

1. LEASED PREMISES: The Leased premises comprises the Hampton Community



Building, being located at 156 Hampton Road, Buckhannon District, Upshur County, West Virginia 26201, on approximately 0.492 acres, along with the right of access to said building.

2. TERM: The term of this lease shall be for a period of one (1) year, commencing on the 1<sup>st</sup> day of January, 2024, and terminating at midnight on the 31<sup>st</sup> day of December, 2024. Provided the Lessee is not in default in the performance of this lease, Lessee will have the option to renew this Agreement at the expiration of the initial lease term. Prior to the end of the one (1) year term, this Agreement can be terminated only under the following conditions:

a. Lessee can terminate its rights under this Agreement upon providing the Lessor with thirty (30) days prior written notice. If this Agreement is terminated under this provision, Lessee may remove any of its property that is not permanently affixed to the property by the end of the said thirty (30) day period, unless the period for removal of said property is extended by the Lessor, in writing.

b. The Lessor may only terminate this Agreement if:

i. The Lessor has a need for the property, unforeseen at the time this Agreement is entered into, to meet a public purpose which is of high priority and cannot be met by other assets of the Lessor. In the event this Agreement is terminated under this provision, the Lessor will reimburse the Lessee for the costs of improvements discounted by the period of time the Lessor had the benefit of the use of the improvements, or

ii. The Lessee fails to maintain any insurance required by this Agreement, or

iii. The Lessee permits unlawful or unreasonably dangerous conduct on the leased property, or

iv. The Lessee is delinquent, by more than sixty (60) days, in paying its obligations related to the leased property, including, but not limited to, payment of property taxes, liability and fire insurance, fire fees, repairs and maintenance, and utilities to the leased premises, or

v. The Lessee fails to properly maintain the leased property, including, but not limited to, mowing and trimming the entire leased property on a regular basis, or

vi. The Lessee permits such conditions upon the property as to constitute a danger to the health, safety, or welfare of the public.

3. RENT: The Lessee shall pay the Lessor as rent for said Leased premises, the sum of One Dollar (\$1.00) per year.

4. RENTAL INCREASE: There shall be no rental increases unless otherwise agreed between the Lessor and Lessee.

5. REPAIRS: The Lessee will be solely responsible for prompt and timely payment of any and all property taxes, liability and fire insurance, fire fees, repairs and maintenance, and utilities to the Leased premises.

6. GENERAL MAINTENANCE: Lessee agrees to be responsible for the general maintenance of the Leased premises which shall include, but not limited to, general janitorial services, including cleaning and maintaining the work area and bathrooms. The Lessee shall also be responsible for the maintenance of the water and sewage lines to the Leased premises and for maintaining them in good working order. In addition, the Lessee shall be responsible for snow removal on the leased premises, including the access to the leased premises.

If the Lessee fails to properly maintain the leased property, the Lessor reserves the right to

arrange for maintenance of the leased property and to then be reimbursed by Lessee for charges incurred to maintain the leased property.

7. UTILITIES: Lessee shall be responsible for paying, when due, all costs of all utility services at the leased premises. The Lessee shall be responsible for maintaining any telephone and internet lines to the Leased premises. The Lessee shall be responsible for maintenance and repair of heating and cooling systems.

8. WATER and SEWAGE: Lessee shall maintain and pay all water and sewage charges at the leased premises.

9. REMODELING OR CONSTRUCTION: The Lessor or Lessee will not engage in any remodeling or construction at the Leased premises, with the exception of any necessary minor cosmetic repairs, unless agreed upon, in writing, by the Lessor and Lessee.

10. ASSIGNMENT AND SUBLETTING: The Lessee shall not have the right to assign this lease or sublet the Leased premises, in whole or in part, without first obtaining the written consent of the Lessor.

11. NOTICE OF TERMINATION: If either party, the Lessor or the Lessee, does not desire to renew this Lease Agreement at the expiration of the term of the Lease Agreement, said party shall notify the other party of said intention in writing, thirty (30) days prior to the end of this Lease Agreement.

12. WASTE AND NUISANCE: Lessee shall not commit or suffer to be committed, any waste on the Leased premises or on the premises owned by Lessor, nor shall the Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased premises or the premises owned by the Lessor, or use the Leased premises owned by the Lessor for any unlawful

purpose.

13. REQUIREMENTS OR PUBLIC AUTHORITIES: Lessee agrees to comply with any requirement of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to Lessee or its use of the Leased premises, and indemnify Lessor from penalties, fines, cost or damages resulting from failure so to do.

14. SURRENDER OF POSSESSION: Lessee agrees to peaceably deliver up and surrender possession of the Leased premises to the Lessor at the expiration of this Lease.

15. TAXES: The Lessee agrees to be responsible for payment of any and all real estate taxes annually assessed upon the Leased premises.

16. USE: The Lessee agrees to use the Leased Premises for operating a community building for programs and services for at-risk youth and related purposes.

17. FIRE INSURANCE: Lessee at its own expense shall maintain fire and hazard insurance on any and all of its contents on the Leased premises. Lessor will be responsible for county fire fees and for maintaining fire and hazard insurance on the structures or buildings on the Leased premises.

18. DESTRUCTION OF PREMISES: In the event that the Leased premises are destroyed or so damaged by fire or other casualty that the same cannot be repaired or restored within a reasonable time, this Lease shall absolutely terminate and the rent shall abate for the balance of the term.

19. DEFAULT: In the event that the Lessee (1) should default in making of the payment of rent, or (2) should default by failing to perform any other provision required of the Lessee to be performed as is hereinafter provided within this Lease Agreement, and the Lessee remains in default in the performance thereof for a period of thirty (30) days or more after written notice has been received by the Lessee as sent for the Lessor, specifically notifying the Lessee of such default, the Lessor may then declare this Lease Agreement as being then immediately terminated and cancelled, and the Lessor further may then immediately retake the exclusive possession of the Leased premises, together with any and all buildings and improvements then situated thereon, without prejudice to any other legal right or remedy that the Lessor may have due to any such default by the Lessee. Any such written notice as is required or as is permitted to be given herein by one party to the other party hereto shall be deemed as having been fully and properly given by the parties hereto unless otherwise expressly provided herein, when said notice is sent by certified mail, return receipt requested, postage prepaid, to the Lessee at 156 Hampton Road, Buckhannon, Upshur County, West Virginia 26201, or to the Lessor at 91 West Main Street, Suite 101, Buckhannon, West Virginia 26201, or at such other address as either party may, from time to time, during the lease term, notify the other party in writing.

20. WAIVER OF BREACH: It is covenanted and agreed by the parties hereto that the failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option or election herein contained, shall not be construed as a waiver of such covenant, option or election in any other instance. No modification of any provision hereof, and no cancellation or surrender hereof, except as herein provided, shall be valid unless in writing and signed by the parties hereto.

21. NOTICES: All notices hereunder shall be in writing and shall be sufficiently given or served when delivered personally or sent by certified or registered mail to the party at their respective following address, which shall prevail until notice of change is given:

LESSEE: Appalachian Impact  
156 Hampton Road  
Buckhannon, West Virginia 26201

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

22. PARTIES: It is further understood and agreed by the parties hereto that the covenants and agreements contained herein are binding upon the parties hereto and upon their respective heirs, administrators, successors, legal representatives and assigns.

23. PAYMENT OF RENTAL: All payments of rent shall be made to the Upshur County Commission.

24. EVENT OF EMINENT DOMAIN: Should the demised premises or any part thereof, be taken under the power of eminent domain, or sold by Lessor under the threat or exercise of said power, this lease shall terminate as of the date the condemning authority takes title or possession, whichever shall first occur. Any award for the taking of all or any part of the said premises under the power of eminent domain or any payment(s) made to Lessor under threat of the exercise of such power, shall be deemed the entire property of the Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, or for the taking of the fee, or as severance damages, or in any other form or compensation.

25. LEASE IN DUPLICATE: This lease is executed in duplicate, the original copy thereof to be retained by the Lessor and the duplicate original to be retained by the Lessee, each of which shall be deemed for all purposes the original thereof.

WITNESS the following signatures and seals:

LESSOR:

County Commission of Upshur County, West Virginia

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

Its \_\_\_\_\_

LESSEE:

Appalachian Impact

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

Its \_\_\_\_\_

STATE OF WEST VIRGINIA

COUNTY OF UPSHUR, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing annexed hereto and consisting of five (5) pages and bearing the date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as \_\_\_\_\_ of the County Commission of Upshur County, West Virginia, has this day acknowledged the same before me in my said County and State.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF UPSHUR, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing annexed hereto and consisting of five (5) pages and bearing the date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as \_\_\_\_\_ of Appalachian Impact, has this day acknowledged the same before me in my said County and State.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\*This instrument was prepared by Bryan S. Hinkle, Prosecuting Attorney for Upshur County, West Virginia.



OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		OMB Number 4040-0011 Expiration Date: 01/31/2025	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Federal Aviation Administration</b>		1. TYPE OF REQUEST [ ] FINAL [X] PARTIAL	2. BASIS OF REQUEST [X] CASH [ ] ACCRUAL
6. EMPLOYER IDENTIFICATION NUMBER <b>30-0733276</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY <b>3-54-0039-039-2023</b>	
9. RECIPIENT ORGANIZATION <b>Name: Buckhannon Upshur Airport Authority</b> <b>No. and Street: Post Office Box 1042</b> <b>City, State and ZIP Code: Buckhannon, West Virginia 26201-1042</b>		5. PARTIAL PAYMENT REQUEST NO. <b>Request No. 4</b>	
6. EMPLOYER IDENTIFICATION NUMBER <b>30-0733276</b>		8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) <b>November 14, 2023</b> TO: (MONTH / DAY / YEAR) <b>December 11, 2023</b>	
9. RECIPIENT ORGANIZATION <b>Name: Buckhannon Upshur Airport Authority</b> <b>No. and Street: Post Office Box 1042</b> <b>City, State and ZIP Code: Buckhannon, West Virginia 26201-1042</b>		10. PAYEE (Where check should be sent if different than item 9) <b>Name:</b> <b>No. and Street:</b> <b>City, State and ZIP Code:</b>	
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED</b>			
PROGRAMS / FUNCTIONS / ACTIVITIES	(a) Budget	(b) Total to Date	(c) Previously Requested
a. Administrative expense	\$10,000.00	\$7,488.38	\$7,488.38
b. Preliminary Expense	\$0.00	\$0.00	\$0.00
c. Land, structures, right-of-way	\$0.00	\$0.00	\$0.00
d. Architectural engineering basic fees	\$77,793.00	\$71,438.85	\$69,705.90
e. Other Architectural engineering fees	\$72,365.00	\$56,656.00	\$53,205.00
f. Project Inspection fees	\$2,597.00	\$270.08	\$255.00
g. Land Development	\$0.00	\$0.00	\$0.00
h. Relocation expenses	\$0.00	\$0.00	\$0.00
i. Relocation payments to individuals and businesses	\$0.00	\$0.00	\$0.00
j. Demolition and removal	\$0.00	\$0.00	\$0.00
k. Construction and project improvement costs	\$57,000.00	\$0.00	\$0.00
l. Equipment	\$0.00	\$0.00	\$0.00
m. Miscellaneous cost	\$0.00	\$0.00	\$0.00
n. Total Cumulative to Date (sum of line a. through line m.)	\$219,755.00	\$135,853.31	\$130,654.28
o. Deductions for program income			
p. Net cumulative to date (line n. minus line o.)			
q. Federal share to date			
r. Rehabilitation grants (100% reimbursement)			
s. Total Federal Share (line q. plus line r.)	\$197,779.00	\$122,267.98	
t. Federal payments previously requested		\$117,588.85	
u. Amount requested for reimbursement			\$4,679.13
v. Percentage of physical completion of project		62%	
<b>12. CERTIFICATION</b>			
I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 12/11/2023
		TYPED OR PRINTED NAME AND TITLE Michael Ruffing President, Buckhannon Upshur Airport Authority	TELEPHONE 412-812-2757
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
		TYPED OR PRINTED NAME AND TITLE Kristie G. Tenney President, Upshur County Commission	TELEPHONE 304-472-0535

**BUCKHANNON UPSHUR AIRPORT AUTHORITY**  
**SUMMARY OF SPONSOR INVOICE # W22-039-R4**  
**GRANT # 3-54-0039-039-2023**

Contractor/Consultant Name	Contractor Invoice #	Invoice Date	Due Date	Billed Amount	AIP Costs (90%)	Non-AIP Costs	Worksite Name	Short Summary of Services/Materials
Chapman Technical Group	23005-20746	11/30/2023	N/A	\$ 5,199.03	\$ 4,679.13	\$ 519.90	Upshur County Regional Airport	Basic and Other Engineering and Resident Observation Fees for Install Perimeter Fencing
<b>TOTAL REQUESTED</b>					<b>\$ 4,679.13</b>			

# INVOICE

November 30, 2023

Buckhannon Upshur Airport Authority  
 Attn: Jennifer Powers, Airport Manager  
 P.O. Box 1042  
 Buckhannon, WV 26201

Re: Install Perimeter Fencing  
 FAA AIP No. 3-54-0039-039-2023

**INVOICE NO. 20746**

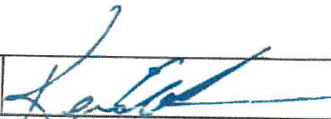
Professional Engineering Services from October 29, 2023 through November 25, 2023.

	Phase	Contract Amount	% Comp	Amount Earned to Date	Amount Previously Invoiced	Balance Remaining	Amount this Invoice
01	Design Development	\$ 14,669.00	100%	\$ 14,669.00	\$ 14,669.00	\$ -	\$ -
02	Construction Documents	7,781.00	100%	\$ 7,781.00	\$ 7,781.00	\$ -	\$ -
03	Bidding & Contracting	6,820.00	100%	\$ 6,820.00	\$ 6,820.00	\$ -	\$ -
04	Construction Administration	11,553.00	45%	\$ 5,198.85	\$ 3,465.90	\$ 6,354.15	\$ 1,732.95
05	Resident Observation	2,597.00	10%	\$ 270.08	\$ 255.00	\$ 2,326.92	\$ 15.08 Hrly
06	Surveying Services	1,801.00	100%	\$ 1,801.00	\$ 1,800.00	\$ -	\$ 1.00 Hrly
07	Additional Services-Geotechnical	51,000.00	81%	\$ 41,055.00	\$ 37,605.00	\$ 9,945.00	\$ 3,450.00
<b>Totals:</b>		<b>\$ 96,221.00</b>		<b>\$ 77,594.93</b>	<b>\$ 72,395.90</b>	<b>\$ 18,626.07</b>	<b>\$ 5,199.03</b>
<b>TOTAL AMOUNT DUE THIS INVOICE</b>						<b>\$</b>	<b>5,199.03</b>

PLEASE REMIT TO:  
 Chapman Technical Group LTD  
 c/o GRW Engineers  
 801 Corporate Dr.  
 Lexington, KY 40503  
 304.727.5501

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*Thank you for your business!*  
 Chapman Technical Group/GRW | engineering | architecture | landscape architecture | geospatial

<b>WV Division of Emergency Management</b> <b>HS SAA</b> <b>SUB-GRANT ADJUSTMENT NOTICE</b>			
Sub-grantee:		Page   1   of   1	
Upshur County Commission 91 W Main Street, Suite 101 Buckhannon, WV 26201		Sub-Grant Number:	
		<b>21-SHS-60</b>	
		Adjustment Number:	
		<b>2</b>	
Authorized Official:		Date:	
<b>Kristie G. Tenny</b>		<b>12-19-23</b>	
Project Title:		Nature of Adjustment:	
Upshur County Microwave Link		Extend Sub-Grant Period	
<b>Section I -- Supplement Awards</b>			
Previous Grant Award Amount:			
Adjustment:			
Adjusted Award Amount:			
<b>Section II -- Changes</b>			
Change Authorized Official	From:	To:	
Change Project Director	From:	To:	
Change Fiscal Official	From:	To:	
Change Sub-Grant Period	From: <b>12/31/2023</b>	To: <b>8/31/2024</b>	
<b>Section III -- Additional Information and Changes</b>			
This is to extend the Sub-Grant Period from 12/31/2023 to 8/31/2024.			
Name and Title:	Kevin Cook, Grant Specialist	Signature:	

**Request for Proposals (RFP)  
For  
Demolition Project**

**December 21, 2023**

**Upshur County Commission**

**91 West Main Street, Suite 101**

**Buckhannon, WV 26201**

**304-472-0535**

**[www.upshurcounty.org](http://www.upshurcounty.org)**

## REQUEST FOR PROPOSALS DEMOLITION PROJECT

The Upshur County Commission, West Virginia (herein referred to as the "Commission") is requesting bids for the removal of asbestos-containing material, demolition of buildings, removal of residential sidewalk/parking area(s), and clean-up of sites for properties located at 18 South Locust Street, 12 Chancery Street and 6 Chancery Street, Buckhannon, WV. A voluntary pre-bid meeting will be conducted at 2 p.m. on Friday, January 5, 2024, at the Upshur County Maintenance Department, 2 Chancery Street, Buckhannon.

The Commission (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The format for submittals and information regarding the scope of work is available from the County Commission Office, 91 West Main Street, Suite 101, Buckhannon, WV 26201, or online at [www.upshurcounty.org](http://www.upshurcounty.org). Inquiries regarding the buildings should be directed to Greg Harris, Facilities Director, at 304-472-6717.

The original and three (3) copies of the completed proposals from interested businesses should be enclosed in a sealed envelope marked **"Upshur County Demolition Project"**. Proposals must be submitted to the Commission Office, 91 West Main Street, Suite 101, Buckhannon, WV **no later than 4:00 PM on Friday, January 19, 2024**. Failure to provide the required information as requested in the RFP for Upshur County's review may result in disqualification.

Proposals received by this deadline will be opened, reviewed and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, January 25, 2024, in the County Commission Meeting Room, 38 W. Main Street, Room 301, Buckhannon, WV, 26201.

The Upshur County Commission does not discriminate based on actual or perceived race, color, national origin, sex, religion, age or disability for the provision of services.

The Upshur County Commission reserves the right to reject any bids, in whole or in part, and waive any informality during the bidding process.

*Publish: 12/27/2023 and 1/3/2024*



## I. INTRODUCTION:

Proposals are being requested from licensed Contractors to provide for the removal of asbestos-containing material, demolition of three (3) buildings located adjacent to each other at 18 South Locust Street, 12 Chancery Street, and 6 Chancery Street, Buckhannon, WV, and clean-up of sites as ordered by the Upshur County Commission (hereinafter referred to as "Commission"). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

## II. SCOPE OF WORK

### A. GENERAL

The Commission is requesting site-specific bids for the removal of asbestos-containing material, demolition of buildings, removal of residential sidewalk/parking area(s), and grading of the below-referenced sites:

- a. 18 South Locust Street (3-4-47) – apartments \*\*asbestos present
- b. 12 Chancery Street (3-4-58) – residential; confirm no asbestos
- c. 6 Chancery Street (3-4-61) – residential structure and small detached storage building \*\* asbestos present

A pre-bid meeting will be conducted at 2 p.m. on Friday, January 5, 2024, at the Upshur County Maintenance Department, 2 Chancery Street, Buckhannon. Attendance is voluntary; however, highly encouraged.

### 1. GUIDELINES AND REQUIREMENTS

- a. Upshur County shall be responsible for identifying all utilities that could impact the safe and timely completion of the work. Contacting the appropriate utility authority before commencement of work shall be the responsibility of the County.
- b. This project is not subject to the Davis-Bacon Act requirements for prevailing wage rates.
- c. Contractor's operations shall be coordinated with the WV Department of Highways (WVDOH) and the City of Buckhannon, to cause the least amount of disruption to traffic flow on Route 20. The contractor must consult with WVDOH and local law enforcement / first responders to determine if an after-hours work schedule ( ex. 6 p.m. to 2 a.m.) will need to be established.
- d. The contractor will be responsible for contacting and obtaining permission from the appropriate law enforcement agencies before blocking vehicle traffic. Temporary traffic control measures shall meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and be approved by the WVDOH.
- e. Contractor shall provide all tools, equipment, materials, and labor to complete this project. This includes the coordination of obtaining all

applicable dumpsters/trailers/roll-offs/etc.

- f. Contractor will be responsible for assuring that the removal of the asbestos-containing material identified by Superior Environmental Services, LLC, listed in Attachment "C" is accomplished by a qualified asbestos abatement contractor who is licensed to do work in the State of West Virginia.
- g. If demolition of the asbestos-containing structure does not begin within 24 hours of the completion of the asbestos abatement activities, a third-party air clearance test will be required. The Contractor will be responsible for the cost of this test.
- h. The City of Buckhannon's transfer station does not accept any asbestos-containing material (ACM) or asbestos-containing building materials (ACMB). All ACMB and ACM shall be taken to the Meadowfill Landfill near Clarksburg, WV (or other asbestos-accepting landfill) for disposal. Additionally, all construction debris from the demolition activities will not be accepted by the city and will have to be transferred out of the county.
- i. The contractor will be required to provide weigh tickets documenting that all asbestos-containing material has been properly disposed of in an approved facility separate from the general building material resulting from the building demolition.
- j. The contractor is responsible for assuring all work is completed per the federal Asbestos NESHAP rule (40 CFR 61 Subpart M). This includes the electronic filing of the Notification of Abatement, Demolition, or Renovation to the WV DEP Division of Air Quality, prior to project startup. Documentation of this Notification being filed and received must be provided to the Office of the Upshur County Commission.
- k. The contractor will be responsible for implementing proper erosion and sedimentation controls for the project.
- l. Contractor will be responsible for all damages to adjacent properties associated with this project.
- m. The work area will be cleaned and restored to pre-construction conditions promptly after the project is completed. All waste is to be legally disposed of off County property. Vehicles and equipment shall be removed immediately upon completion of work.
- n. Contractor will be required to ensure that the compaction of backfill used at all locations conforms to City of Buckhannon requirements.
- o. The Contractor will be responsible for obtaining all applicable permits.
- p. Contractor shall follow all applicable OSHA requirements for this project.



The successful bidder will be required to furnish a copy of their contractor's license before issuance of the contract.

- The selected Company/Contractor must show proof of current worker's compensation coverage or payroll information which will show that coverage is not required.
- Fully executed Non-Collusion Certificate - Attachment A.

C. Bid Guarantee:

Each bidder shall deposit with the bid, a guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. In place of a Bid Bond, the vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided instead of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. Personal or business checks are not acceptable.

- D. All technical proposals should include any conclusions, remarks, and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of the proposal.

IV. PRICE PROPOSAL (in a separate sealed envelope marked "Price Proposal"):

- A. At a minimum, your Price Proposal shall include the following:
1. A lump-sum price quotation.
  2. Any conclusions, remarks and/or supplemental information pertinent to this request.

V. TERM OF CONTRACT:

- A. The contract will commence upon award by the Commission.
- B. The contract will have a construction time limit of ninety (90) calendar days with liquidated damages of one thousand dollars (\$1,000) per day thereafter.
- C. If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the Commission reserves the right to terminate the contract.

VI. COMPENSATION TO THE CONTRACTOR:

Invoices must be submitted to:

- q. Contractor must contact Greg Harris, Facilities Director, at 304-472-6717, in regards to demolition questions, or Robert Smith, Superior Environmental Services, LLC at 304-642-7093, in regards to asbestos abatement inquiries.
- r. Contractor will be responsible for barricading and posting the work area as necessary to protect the public at all times until the project is completed and accepted by the County.
- s. Contractor shall provide the County with a written work schedule prior to the commencement of work.

### III. **PROPOSAL FORMAT:**

#### A. Proposals must be prepared and submitted in the following format:

A two-envelope system will be used. Envelope No. 1 must have the following information presented on the front: Name and address of the bidder, "Demolition Project #1". Envelope No. 1 will be opened first and the bid opening requirement items checked for compliance. If such documents are found to be in order, sealed Envelope No. 2, which shall be placed in Envelope No. 1, will then be opened, and will be publicly read aloud. If the documents are not in order, Envelope No. 2 will not be opened and the bid will be considered non-responsive and will be returned to the bidder. The lowest responsive, responsible bidder shall be the bidder who has completed all the requirements of the bid opening requirements set forth below and has the lowest total bid.

- **Identification**

Name of company, including phone number, fax number, mailing and electronic addresses and lead contractor that would be assigned to the project.

- **Qualifications and Experience of the Firm**

- a. A summary of the contractor's qualifications and capabilities.
- b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
- c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
- d. Description of the approach that will be used to complete the tasks described in this scope of work.

#### B. **Miscellaneous Requirements:**

All proposals must provide written proof that:

- The Company/Contractor is licensed to conduct business in the State of West Virginia. The proposal must include the contractor's license number on their bid.

Upshur County Commission  
 91 West Main Street, Suite 101  
 Buckhannon, WV 26201  
[tperry@upshurcounty.org](mailto:tperry@upshurcounty.org)

Payment will be made within thirty (30) days of receipt and approval.

**VII. INSURANCE REQUIREMENTS:**

**Professional Liability** – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts, prior to execution of a contract with the Upshur County Commission.

**VIII. SELECTION PROCESS:**

- A. The Upshur County Commission shall not be liable for any costs not included in the proposal, not contracted for subsequently, or with regards to preparation of your proposal.
- B. The Commission intends to open and review each firm's proposal to determine a firm's qualifications, experience, and technical approach to the services. If the proposal is submitted in the required format, then the price will be considered.

**IX. PROPOSALS AND AWARD SCHEDULE:**

- A. Proposals received before the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Upshur County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Upshur County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- E. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a performance bond or bonds as security for faithful performance of the contract and for the payment of all persons performing labor on the project. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.

**X. TERMS AND CONDITIONS:**

- A. The Commission reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The selected Company shall be required to enter into a contract agreement with the County Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Upshur County Commission and shall contain, at a minimum, applicable provisions of this request for proposal. The Commission reserves the right to reject any agreement that does not conform to this request for proposal.
- C. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Upshur County Commission.
- D. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Commission under the West Virginia Freedom of Information Act.
- E. The Upshur County Commission reserves the right to request interviews.
- F. The County Commission reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- G. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- H. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with prior to the submission deadline.
- I. The Firm/Company hereby represents and warrants:
  - 1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
  - 3. That it shall procure, at its expense, all licenses, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;

4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- J. The contractual obligation of Upshur County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

**XI. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the Upshur County Commission. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted.

**LIST OF APPENDICES**

Attachment A – Price Proposal

Attachment B – Non-Collusion Certification

Attachment C – Asbestos Reports – Available upon request

Attachment D – photographs and GIS map



## ATTACHMENT A PRICE PROPOSAL

### INSTRUCTIONS

This sheet must be placed in Envelope No. 2 and labeled accordingly.

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

Bid Title: Demolition Project

Bid Due Date & Time: no later than 4 p.m. on January 19, 2024

Bid Opening Date & Time: 9:15 a.m. on January 25, 2024

We have received all documents related to the above-referenced project. We have examined all documents, and have had the opportunity to examine the site area where work is to be performed. We hereby propose to furnish all labor, materials, equipment, and incidentals and to perform all operations necessary and required for the successful completion of the project.

PROPERTY ADDRESS	ASBESTOS ABATEMENT	BUILDING DEMOLITION	TOTAL FOR LOCATION
18 S. LOCUST STREET			
12 CHANCERY STREET	N/A		
6 CHANCERY STREET			
TOTAL BID FOR ALL PROPERTIES			

Contractor Name & Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature) (Date)

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

West Virginia Contractor's Number: \_\_\_\_\_

**ATTACHMENT B  
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the \_\_\_\_\_  
(Title)  
and the duly authorized representative of the firm of \_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Upshur County Commission, West Virginia, administrative or supervisory personnel or other employees of Upshur County have any interest in the bidding company except as follows: (complete if applicable)

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

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

**ATTACHMENT C**  
**ASBESTOS REPORTS AVAILABLE UPON REQUEST**

**ATTACHMENT D**  
**Photographs and GIS Map**



**18 S. Locust St (exterior)**



**12 Chancery St (exterior)**



**6 Chancery St (exterior)**





## SALES ORDER

500 D Street  
South Charleston, WV 25303  
(304) 744-7440 • Fax (304) 744-7450

Date December 19, 2023  
Sales Representative Krisher

<b>Deliver To:</b>				<b>Invoice To:</b>			
Customer # _____				Customer # _____			
Customer Name <u>Upshur County 911</u>				Customer Name <u>Upshur County Commission</u>			
Address <u>181 Pallottine Drive</u>				Address <u>91 West Main Street</u>			
_____				_____			
<u>Buchannon</u> <u>WV</u> <u>26201</u>				<u>Buchannon</u> <u>WV</u> <u>26201</u>			
Contact <u>Doyle Cutright</u>				Contact <u>Tabitha Perry</u>			
Phone # <u>304-439-1401</u>				Phone # <u>304-472-9550</u>			
Email <u>drcutright@upshurcounty.org</u>				Tax Exempt # _____ PO# _____			

ORDER INFORMATION	<input type="checkbox"/> CASH/CHECK# _____	<input checked="" type="checkbox"/> TERMS <u>Net 30</u>	<input type="checkbox"/> RENT _____
	<input type="checkbox"/> CREDIT CARD NAME _____	<input type="checkbox"/> CARD # _____	EXP _____
	<input type="checkbox"/> LEASE TYPE _____	PAYMENT _____	# OF PAYMENTS _____
	<input type="checkbox"/> BUYOUT/UPGRADE EXISTS	<input type="checkbox"/> SECURITY DEPOSIT	

QTY	Product Code	DESCRIPTION	UNIT PRICE	OFFICE USE
1		FD8652CC	\$ 5,055.00	
TRADE IN		ID#	SUB-TOTAL	\$ 5,055.00
Special Instructions			DELIVERY	
			TAXES	exempt
			LESS DEPOSIT	
			TOTAL DUE	\$ 5,055.00

Customer acknowledges that the maintenance agreement has been introduced and fully explained. Accepted M.A. ☐ \_\_\_\_\_ Customer's Initials \_\_\_\_\_

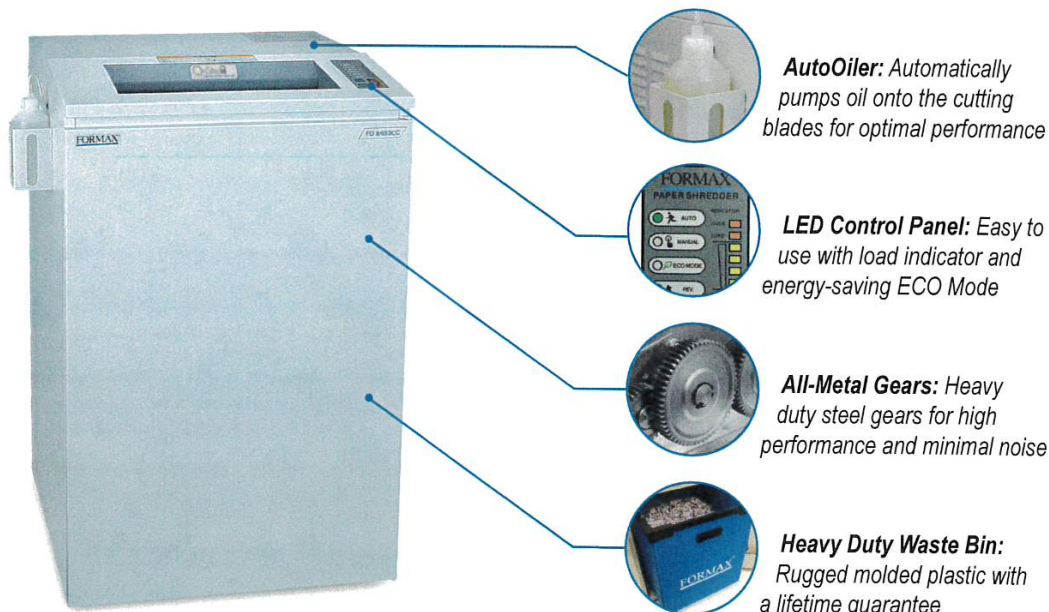
Declined M.A. ☒ \_\_\_\_\_

\*In the event the agreement has been accepted by customer, a separate agreement with special terms & conditions shall be signed by customer

Accepted By	Title	Date
-------------	-------	------

# OnSite

## Shred at the Source!



## FD 8652CC

### AUTO OILER OFFICE SHREDDER

#### Fully-Automatic AutoOiler for Optimal Performance

The Formax FD 8652CC AutoOiler Office Shredder features an automatic oiler that oils the cutting blades periodically for optimal performance.

The FD 8652CC is an office size shredder with industrial strength, and shreds up to 32 sheets at one time at speeds up to 33 feet per minute. The extra wide feed opening handles documents up to 16" wide and the large waste bin holds up to 53 gallons. These specifications make it an ideal centralized office shredder. In addition, the ECO Mode saves energy by automatically switching into standby mode after 5 minutes of inactivity.

Commercial-grade features include an easy-to-use LED control panel with load indicator, heat-treated steel blades, a steel cabinet, lifetime guaranteed waste bin, and a powerful AC geared-motor ensuring years of reliable performance and information security in your office environment.

# FORMAX®

## Standard Features

**Internal AutoOiler:** Automatically oils the cutting blades periodically, as needed, to maintain optimal performance

**Auto Start/Auto Stop:** Optical sensor detects paper and starts operation automatically

**LED Control Panel with Load Indicator:** Provides machine status and helps operators avoid jams

**ECO Mode:** Automatically enters energy-saving standby mode after 5 minutes of inactivity

**Door Safety Sensor:** Motor stops automatically if cabinet door is opened

**Auto Reverse:** In case of paper jam, built-in controls switch motor into reverse to clear jam

**Heat-treated Steel Cutting Blades:** Specially ground for longevity and require minimal oil

**High Quality Geared Motor:** Powerful, efficient AC geared-motor with heavy duty steel gears for high performance, minimal noise and continuous operation

**Extra-wide 16" feed opening**

**All-Metal Cabinet with casters**

**Auto Sensor:** Motor stops automatically when waste bin is full

**Lifetime Guaranteed Heavy-Duty Waste Bin**

**Auto Cleaning:** Press reverse button for 5 seconds and motor will run in reverse for 1 minute

**Self-Diagnosis System:** Records a variety of information for use by service technicians

**Thermal Overload Protection**

**Safety Circuit Breaker:** Ensures safe operation

## Abilities

**Accepts staples, paper clips and credit cards**

**Manual Function:** For shredding small paper or films which can't be detected by the sensor

## Supplies

**Cutting Head Lubricating Oil:** #8000-12, bottles specifically sized for the FD 8652CC, eight 16-ounce bottles per case

**Shredder Bags:** Uses #8000-50, case of 100

## Warranty

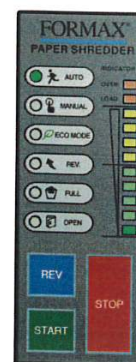
**Lifetime Limited Warranty:** Cutting head

**1-Year Warranty:** All other parts

## Specifications:

Cutting Style:	Cross Cut
Shred Size:	5/32" x 1 19/32"
Sheet Capacity:	Up to 32 sheets
Speed:	Up to 33 fpm
Dimensions:	28" W x 24" D x 43" H
Bin Capacity:	53 gal.
Weight:	317 lbs.
Security Level:	P-4
Power Supply:	110V, 50/60 Hz 20Amp

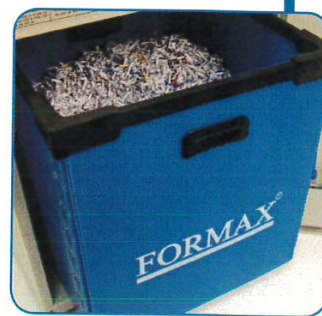
\* Sheet capacity varies depending on paper and power supply



Easy-to-use control panel with Load Indicator and ECO Mode



AutoOiler - Automatically pumps oil onto cutting blades



Lifetime Guaranteed Heavy-Duty Waste Bin

Formax - New Hampshire, USA

[www.formax.com](http://www.formax.com)

Local Dealer:



**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

Rev. 05/11

**I. APPLICANT INFORMATION**

Name Upshur County Commission Phone (304) 472-0535  
 Street or PO Box 91 West Main Street, Suite 101  
 City Buckhannon  
 State West Virginia Zip Code 26201  
 E-mail address tperry@upshurcounty.org  
 FEIN Number 55-6000406

Owner type

Private: ☐ Sole Proprietor ☐ Corporation ☐ LLC ☐ LLP ☐ Other: Describe \_\_\_\_\_  
 Public: ☐ Federal ☐ State ☒ County ☐ Municipal ☐ Other: Describe \_\_\_\_\_

**II. FINANCIAL RESPONSIBILITY**

Name and title of person(s) who will assume financial responsibility in the event of contamination.

Upshur County Commission  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

Name and title of person(s) who will maintain resources necessary for proper closure of the injection well.

Upshur County Commission  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**III. PAYMENT FOR PUBLICATION OF LEGAL ADVERTISEMENT**

Contact person who will pay for the cost of placing a legal ad in a local newspaper to notify the public about this permit application:

Tabatha R. Perry on behalf of the Upshur County Commission (304) 472-0535 ext. 2 tperry@upshurcounty.org  
 Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**IV. CERTIFICATION**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Kristie G. Tenney Commission President  
 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Must be signed by: corporate officer for a corporation, general partner for a partnership, proprietor of a sole proprietorship, principal executive or ranking elected official for a public agency)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public \_\_\_\_\_ Commission Expiration \_\_\_\_\_

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**V. APPLICATION TYPE**X First time application for UIC Permit      Reissue existing permit number \_\_\_\_\_**VI. FACILITY INFORMATION**Number of people to be served by the on-site sewage disposal system approximately 800 during the summer months and less than 10 during the off-season monthsType of business Seasonally operated Youth Camp provides Commercial Food Preparation during summer monthsX Food is prepared and served at this facility.      A grease trap has been or will be installed.

Facility Name Upshur County Youth Camp Phone 304-472-0535 (Upshur County Commission)  
 Street Address 76 Youth Camp Rd.  
 City Selbyville  
 State West Virginia Zip Code 26236

Direction to the facility: Route 20 past Buckhannon Upshur High School, turn left at the Wildlife Center, at the "Y" in the road turn right, cross the bridge and turn left.**VII. ON-SITE SEWAGE DISPOSAL SYSTEM DESCRIPTION**

Sewage system installer's name Pure Water Conditioning Company  
 Certification number \_\_\_\_\_  
 Address Box 1881 Clarksburg, WV  
 Phone number Unknown

1 Number of injection points (number of separate leachfields)

Location of each injection point:

**METHOD USED  
TO OBTAIN INFO.**A.1 Latitude 80 degrees 14' 12.12" Longitude 38 degrees 45' 37.08"N Provided by Upshur County Addressing and Mapping Coordinator (See attached)

A.2 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

A.3 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

A.4 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

(Give locations in degrees, minutes, and seconds)

Datum: NAD 27 \_\_\_\_\_ NAD 83 \_\_\_\_\_ Other \_\_\_\_\_

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**ON-SITE SEWAGE DISPOSAL SYSTEM DESCRIPTION (continued)**

Sewage system type:

☒ Conventional System: Septic tank with a drain field☐ Alternative System☐ Drip System ☐ Re-Circulating ☐ Sand Filters ☐ Peat System

Other (describe) \_\_\_\_\_

Name of manufacturer or distributor: \_\_\_\_\_

☐ Operation and maintenance manual enclosed with application.

Operator's name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Trained by \_\_\_\_\_

☐ Copy of Operator's training certificate enclosed with applicationDesign flow: 5000 (gallons per day)

Wastewater sampling is required for on-site sewage disposal systems with a Design flow of 3000 gallons or more a day. Contact the Department early in your planning process if are seeking a limit for Nitrates higher than 10 mg/l. Higher limits must be justified.

☐ Yes ☐ A sampling port or distribution box with accessway is/will be installed.

Required Permits:

Septic Tank Seal Permit Number(s) for tanks installed after 6/1/1994 \_\_\_\_\_

☐ Predates application requirement ☐ Health Department On-site sewage disposal system permit application enclosed☐ Predates application requirement ☐ Construction approval date shown on Health Department permit application☐ For existing systems – Health Department final inspection enclosed.

Additional permits held by the applicant:

	Permit/Order Number or other identifier
A. Mining & Reclamation (coal & non-coal related)	_____ N/A _____
B. National Pollutant Discharge Elimination System (NPDES) surface water (general, individual and/or industrial)	_____ N/A _____
C. State 401 Certification (federal permit or license)	_____ N/A _____
D. Oil & Gas Program	_____ N/A _____
E. UIC Mining prep. plant slurry	_____ N/A _____
UIC Mining AMD sludge	_____ N/A _____
F. Hazardous Waste (hazardous waste disposal, treatment or storage)	_____ N/A _____
G. Municipal or industrial solid waste landfill	_____ N/A _____
H. Stormwater Program (Industrial or construction activity)	_____ N/A _____
I. Land application of sewage sludge	_____ N/A _____
J. Small package plant (home aeration unit)	_____ N/A _____
K. Groundwater protection plan	_____ N/A _____
L. Non-compliance orders	_____ N/A _____

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**ON-SITE SEWAGE DISPOSAL SYSTEM DESCRIPTION (continued)****Sewage tank(s) information:**Material Concrete Liquid depth UnknownLiquid capacity: 7500 gal.Length 20 Width ? Depth 8Distance to: nearest dwelling 300 yards.Nearest water supply: 420 yards - Private or public PublicNearest property line: 420 yards**Soil adsorption system:**Type drain line material 4 inch PVC and GravelTrench width 24 inches Trench depth 18 inchesTotal adsorption area in trench bottom 1000 linear sq.ft.Diameter of drain line: 4 inches. Type filter media gravelNo. of drain lines 10 Length of each Line 100 foot each ft.Depth filter media over drain line 8 in.Distance of disposal field to: Nearest dwelling: 375 yardsNearest Water supply: 500 yards ; Public or private Public Nearest property line: 500 yards.**VIII. CLOSURE PLAN**

Plugging and abandonment – Describe your plan for closure of the septic system (injection well) when the useful life is complete: The tank will be pumped using a licensed septic pumper, then crushed and filled per WV Rules 64 CSR47. Field will remain.

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**IX. AREA SURVEY OF DRINKING WATER SOURCES AND MAP REQUIREMENTS**

This application requires the submittal of a topographical map with the location of the injection well(s) clearly marked. The map must extend at least one mile beyond the property boundary.

If public drinking water is available in the area, take this form to the water company and ask that this page be signed. Otherwise, conduct a survey extending  $\frac{1}{4}$  mile, in all directions, from the injection well(s) to look for drinking water wells, springs, or seeps. For each drinking water source, list names, addresses, and phone numbers of the owners and give as much information about the wells, springs, or seeps as possible.

Name of Public Service District/Water Company:

Adrian Public Service District

Address

P.O. Box 87, French Creek, WV 26218

Phone Number

(304) 924-6107

All residents and businesses within a  $\frac{1}{4}$  mile radius of the injection well (leach field):

☒ are being supplied Drinking Water

☒ connection has been offered and is available in the immediate area

I believe that the information is true, accurate, and complete.

Norma J. Woody Norma Woody Manager 10/13/23  
Signature Printed Name Title Date

Sworn and subscribed to before me this 13 day of October, 2023.

Alicia D. Wright  
Notary Signature

May 5, 2027  
Commission Expiration





**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**X. PERMIT and APPLICATION FEES**

Permit application fees are based on wastewater volume, treatment, and injection well type. See the charts on the next page for help you with this calculation.

**Volume**

You may use the septic tank size in gallons, the design flow taken from the Health Department construction permit, or you may figure the average water used monthly from the most recent year's worth of water bills.

**Treatment Factor**

The fees are based on equipment or processes that you put in place to clean the wastewater.

**Well Type**

Most septic systems fall under the 5W32 category.

**CALCULATE YOUR PERMIT APPLICATION FEE.**

$$\text{Fee} = \frac{400}{\text{Volume Fee (Table A)}} \times \frac{2.5}{\text{Treatment Factor (Table B)}} \times \frac{1}{\text{Well Type Factor (Table C)}}$$

$$\text{Calculated permit application fee} = 1000$$

$$\text{ACTUAL PERMIT APPLICATION FEE} = 1000$$

(Minimum fee is \$25.00 & Maximum fee is \$1500)

B. You will also be charged an annual permit fee and groundwater protection fee. Multiply your application fee by 0.333 to find your annual fee, and add \$15.00 for your groundwater protection fee. You will be invoiced for annual fees a year in arrears. The bill for annual fees will be issued one year after your permit is issued and every year thereafter until the permit is closed out properly.

Note: All fees must be current prior to and during the processing of applications to transfer permits. Current and potential permittees must make arrangement for fee payment until transfer is complete, at which time the new permittee would become responsible.

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**PERMIT and APPLICATION FEES (continued)****Circle the volume type used:**

- 1.Total fluid capacity (in gallons) of the sewage tank(s).
- 2.Copies of water bills from the previous year showing the gallons used.
- 3.The design flow listed on the Health Department permit.

**Circle the dollar amount for the volume**

TABLE A - VOLUME FEES	
Volume	Dollar amount
<250	\$ 50
250 - 500	\$ 75
501 - 1000	\$ 150
1001 - 5000	\$ 200
5001 - 50,000	\$ 400
50,001 - 100,000	\$ 600
>100,000	\$ 850

**Treatment factor definitions**

- 1.Sewage tank/drain field = primary treatment.
- 2.Aeration chamber, disinfection, & settling chamber constitute = secondary treatment.
- 3.Aeration & settling & sand filtration or re-circulating sand filters, disinfection = tertiary treatment.
- 4.All of the above = >tertiary treatment.
- 5.If your system utilizes other treatments not listed above, contact this office for assistance in determining the treatment factor.

**Circle the treatment factor**

TABLE B - TREATMENT FACTORS	
LEVEL OF TREATMENT	FACTOR
NO TREATMENT	3
PRIMARY TREATMENT	2.5
SECONDARY TREATMENT	2
TERTIARY TREATMENT	1.5
>TERTIARY TREATMENT	1

**Injection well type**

- 5W32 Septic system drains to underground leach field, tile lines, trenches, etc.
- 5W12 Small package plants up to large municipal treatment plants discharges underground.
- 5W11 Sewage waste from multiple dwellings, septic tank serving communal business, community, regional establishments.
- 5W31 The largest surface dimension </= depth dimension. Less treatment for square area than 5W32)

**Circle the well type**

WELL TYPES	FACTOR
5W32	1
5W11	2
5W31	2
5W12	1

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**XI. ADDITIONAL REQUIREMENTS****Groundwater Protection Plans**

The plan shall describe how the owner or manager of the facility will prevent, monitor, and limit spillage, leaks, and accidental or intentional dumping of materials that might reasonably be expected to contaminate groundwater.

You may access the form the Department designed at: [http://www.dep.wv.gov/WWE/Programs/gw/Documents/10264\\_Groundwater%20Protection%20Plan%20Guidance%20Document.pdf](http://www.dep.wv.gov/WWE/Programs/gw/Documents/10264_Groundwater%20Protection%20Plan%20Guidance%20Document.pdf)

You are not required to use Department's form but your plan must include:

- ❖ Measures designed to protect groundwater from the identified potential contamination sources, with specific attention given to:
  - Manufacturing facilities
  - Materials handling
  - Equipment cleaning
  - Construction maintenance and activities
  - Maintenance activities
  - Pipelines carrying contaminants
  - Sumps and tanks containing contaminants (including septic tanks)
- ❖ A list of procedures to be employed in the design of any new equipment/operations
- ❖ A summary of all activities carried out under other regulatory programs that have relevance to groundwater protection
- ❖ A discussion of all available information reasonably available to the facility/activity regarding existing groundwater quality at, or which may be affected by, the site
- ❖ A clarification that no wastes be used for deicing, fills, etc., unless provided for in existing rule.
- ❖ Provisions for all employees to be instructed and trained on their responsibility to ensure groundwater protection. Job procedures shall provide direction on how to prevent groundwater contamination.
- ❖ The GPP shall include provisions for quarterly inspections to ensure that all elements and equipment of the site's groundwater protection program are in place, properly functioning and appropriately managed.
- ❖ A copy of Title 47, Series 58 - Groundwater Protection Regulations or Title 47, Series 13 - Underground Injection Control Regulations can be obtained by contacting

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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the Secretary of State's office at (304) 558-6000.

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**ADDITIONAL REQUIREMENTS (continued)**

Wastewater sampling will be required for facilities that discharge non-sanitary waste to the septic systems. Examples include:

All facilities discharging kitchen wastes. A grease trap with properly installed sampling port is required.

Campgrounds\* that allow chemical toilet waste and winterization products such as antifreeze.

Kennels\* that dispose of animal waste in the septic system.

\*Such facilities will be required to double the size of the leach field and to dose the wastewater to allow sections of the field to "rest" between dosings. Properly installed sampling port is required.

Sampling will be required for facilities discharging sanitary wastewater in the amount of 3000 gallons or more per day.

**XII. PROHIBITIONS**

The following may discharge bathroom and sink hand-washing wastewater only to leach fields:

Coin operated and commercial laundries

Automotive facilities

**UNDERGROUND INJECTION CONTROL PERMIT APPLICATION**

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**Additional Information:**

The Upshur County Youth Camp has a fluctuating attendance that is robust in the summer months and nearly non-existent the other months of the year. The camp had 810 campers during the summer 2023 and 350 visitors for reunions that did not stay overnight. See attached report of campers in 2022 and 2023. The camp does provide onsite meal preparation in a commercial kitchen for campers for 3 months out of a 12-month calendar. There is not an RV dump station, there are no mobile campers, no hazardous waste is or will be utilized, and industrial vehicles are not washed on or near the area. All chemicals utilized are household cleaning agents. The Youth Camp does have a swimming pool that is treated with liquid chlorine, none of which are injected into the ground.

**Attachments:**

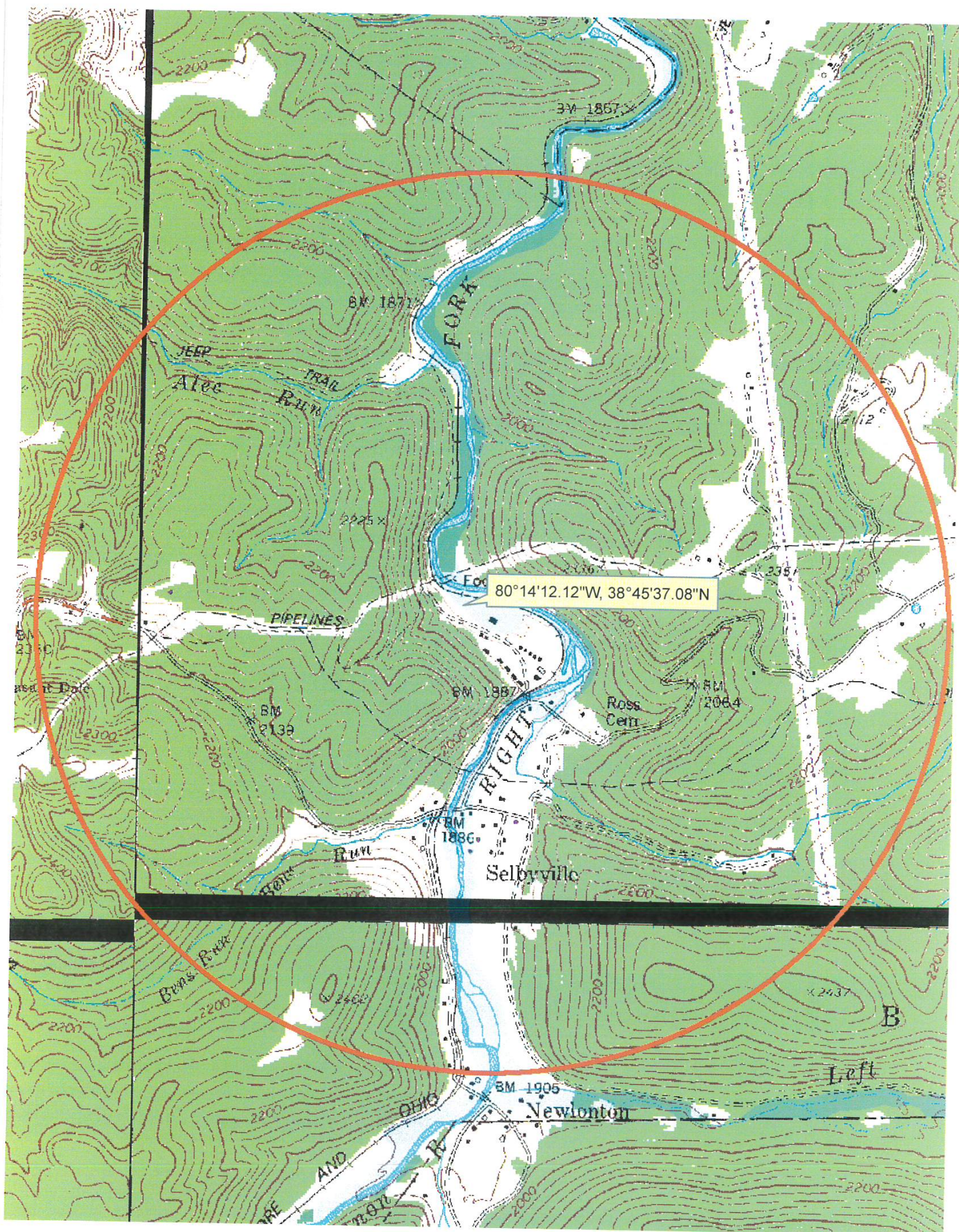
- I – Aerial Map showing Latitude and Longitude
- II – Map outlining the 1-mile radius surrounding the site
- III – Water Usage Chart with supporting monthly invoices
- IV – Report of Campers for 2022 and 2023
- V – Underground Injection Control – Potential Class V Injection Well/Septic System Form completed by Upshur Buckhannon Health Department Sanitarian, Chris Garrett

# Attachments











## WATER USAGE CHART

MONTH	Gallons Used
Jul-22	34200
	10600
Aug-22	3700
	26600
Sep-22	3100
	15900
Oct-22	3800
	1000
Nov-22	4700
Dec-22	5200
Jan-23	3800
Feb-23	3800
Mar-23	3800
Apr-23	3300
May-23	3800
Jun-23	4500
	19500
<b>TOTAL:</b>	151300
<b>Average per Month:</b>	<b>12608.33333</b>
<b>Average per Day:</b>	<b>420.2777778</b>

\*\* some months have two bills due to the Camp buildings and the year-round occupied home being split.

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
6981	7323	34200		
			Previous Balance	218.53
			Payments	-218.53
			Adjustments	0.00
			to WA	507.59
				-----

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BILL DUE DATE	DELINQUENCY DATE
06/28/2022	07/22/2022

 SERVICE PERIOD  
 05/26/2022 TO 06/24/2022

SERVICE FOR:

Youth Camp

**AVOID PENALTY  
 PAY NET BY  
 LATEST PAY DATE**

PREVIOUS BALANCE	PENALTY
218.53	0.00

ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY
6005350-0	7/21/22	507.59	558.35

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
6897	7003	10600		
			Previous Balance	78.47
			Payments	-78.47
			Adjustments	0.00
			to WA	165.74
				-----

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BILL DUE DATE	DELINQUENCY DATE
06/28/2022	07/22/2022

 SERVICE PERIOD  
 05/23/2022 TO 06/24/2022

SERVICE FOR:

House

**AVOID PENALTY  
 PAY NET BY  
 LATEST PAY DATE**

PREVIOUS BALANCE	PENALTY
78.47	0.00

ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY
6005400-0	7/21/22	165.74	182.31

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7003	7040	3700		
			Previous Balance	165.74
			Payments	-165.74
			Adjustments	0.00
			WVA	59.57

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BILL DUE DATE	DELINQUENCY DATE
07/27/2022	08/22/2022

SERVICE PERIOD  
 06/24/2022 TO 07/25/2022

SERVICE FOR:

House

ACCOUNT NUMBER	LATEST PAY DATE	AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
6005400-0	8/21/22	NET \$ 59.57	165.74	0.00
			AFTER LATEST PAY DATE, PAY	65.53

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7323	7589	26600		
			Previous Balance	507.59
			Payments	-507.59
			Adjustments	0.00
			WVA	398.98

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BILL DUE DATE	DELINQUENCY DATE
07/27/2022	08/22/2022

SERVICE PERIOD  
 06/24/2022 TO 07/25/2022

SERVICE FOR:

Youth Camp

ACCOUNT NUMBER	LATEST PAY DATE	AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
6005350-0	8/21/22	NET \$ 398.98	507.59	0.00
			AFTER LATEST PAY DATE, PAY	438.88

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7040	7071	3100		
			Previous Balance	59.57
			Payments	-59.57
			Adjustment	0.00
			via	50.12

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BILL DUE DATE	DELINQUENCY DATE
08/29/2022	09/22/2022

SERVICE PERIOD
07/25/2022 TO 08/23/2022

SERVICE FOR:	AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
House		59.57	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY
6005400-0	9/21/22	50.12	55.13

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7589	7748	15900		
			Previous Balance	398.98
			Payments	-398.98
			Adjustment	0.00
			via	244.07

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BILL DUE DATE	DELINQUENCY DATE
08/29/2022	09/22/2022

SERVICE PERIOD
07/25/2022 TO 08/23/2022

SERVICE FOR:	AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
Youth Camp		398.98	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY
6005350-0	9/21/22	244.07	268.48



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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7071	7109	3800		
			Previous Balance	50.12
			Payments	-50.12
			Adjustments	0.00
			to WA	61.14

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BILL DUE DATE	DELINQUENCY DATE
09/23/2022	10/22/2022
SERVICE PERIOD	
08/23/2022	TO 09/19/2022

SERVICE FOR:			AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
House				50.12	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	\$	AFTER LATEST PAY DATE, PAY	
6005400-0	10/21/22	61.14		67.25	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7748	7758	1000		
			Previous Balance	244.07
			Payments	-244.07
			Adjustments	0.00
			to WA	114.09

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BILL DUE DATE	DELINQUENCY DATE
09/23/2022	10/22/2022
SERVICE PERIOD	
08/23/2022	TO 09/06/2022

SERVICE FOR:			AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
Youth Camp				244.07	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	\$	AFTER LATEST PAY DATE, PAY	
6005350-0	10/21/22	114.09		114.09	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7109	7156	4700		
			Previous Balance	61.14
			Payments	-61.14
			Adjustment to WA	0.00
				75.32

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BILL DUE DATE	DELINQUENCY DATE
10/26/2022	11/22/2022
SERVICE PERIOD	
09/19/2022	TO 10/21/2022

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
House			61.14	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	11/21/22	75.32	82.85	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7208	7246	3800		
			Previous Balance	83.19
			Payments	-83.19
			Adjustment to WA	0.00
				61.14

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BILL DUE DATE	DELINQUENCY DATE
12/29/2022	01/22/2023
SERVICE PERIOD	
11/21/2022	TO 12/21/2022

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			83.19	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	1/21/23	61.14	67.25	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7156	7208	5200		
			Previous Balance	75.32
			Payments	-75.32
			Adjustment to WA	0.00
				83.19

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BILL DUE DATE	DELINQUENCY DATE
11/30/2022	12/22/2022
SERVICE PERIOD	
10/21/2022	TO 11/21/2022

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
House			75.32	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	12/21/22	83.19	91.51	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7246	7284	3800		
			Previous Balance	61.14
			Payments	-61.14
			Adjustment	0.00
			WA	61.14

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BILL DUE DATE	DELINQUENCY DATE
01/25/2023	02/22/2023
SERVICE PERIOD	
12/21/2022	TO 01/19/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			61.14	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	2/21/23	61.14	67.25	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7284	7322	3800		
			Previous Balance	61.14
			Payments	-61.14
			Adjustment	0.00
			WA	61.14

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BILL DUE DATE	DELINQUENCY DATE
02/27/2023	03/22/2023
SERVICE PERIOD	
01/19/2023	TO 02/22/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			61.14	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	3/21/23	61.14	67.25	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7322	7355	3300		
			Previous Balance	61.14
			Payments	-61.14
			Adjustment	0.00
			WA	53.27

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BILL DUE DATE	DELINQUENCY DATE
03/24/2023	04/22/2023
SERVICE PERIOD	
02/22/2023	TO 03/21/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			61.14	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	4/21/23	53.27	58.60	

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PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7355	7393	3800		
			Previous Balance	53.27
			Payments	-53.27
			Adjustment	0.00
			WA	61.14

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BILL DUE DATE	DELINQUENCY DATE
04/21/2023	05/22/2023
SERVICE PERIOD	
03/21/2023	TO 04/19/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			53.27	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	5/21/23	61.14	67.25	

The Consumer Confidence Report  
 is available for review at  
[https://adrian.authoritypay.com/report/  
 customerConfidence](https://adrian.authoritypay.com/report/customerConfidence).  
 A copy can be obtained at our office  
 during normal business hours.

**ADRIAN PSD • PO Box 87 • French Creek, WV 26218**  
**304-924-6107**

PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7393	7438	4500		
			Previous Balance	61.14
			Payments	-61.14
			Adjustment to WA	0.00
				72.17

Return Service Requested

Pay Online:  
[adrian.authoritypay.com](http://adrian.authoritypay.com)

First Class Mail  
 Auto  
 U.S. Postage  
**PAID**  
 French Creek, WV  
 Permit No. 01

BILL DUE DATE	DELINQUENCY DATE
05/27/2023	06/22/2023
SERVICE PERIOD	
04/19/2023	TO 05/22/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd -House			61.14	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005400-0	6/21/23	72.17	79.39	

**ADRIAN PSD • PO Box 87 • French Creek, WV 26218**  
**304-924-6107**

PREVIOUS READING	PRESENT READING	GALLONS	CODE	AMOUNT
7758	7953	19500		
			Previous Balance	114.09
			Payments	-114.09
			Adjustment to WA	0.00
				297.28

Return Service Requested

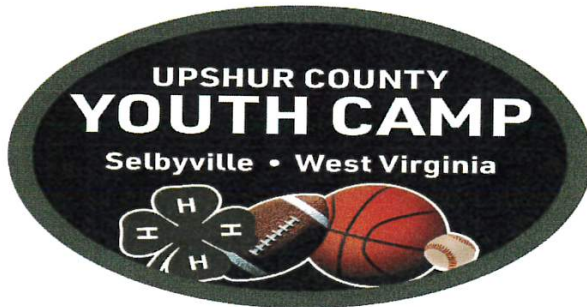
Pay Online:  
[adrian.authoritypay.com](http://adrian.authoritypay.com)

First Class Mail  
 Auto  
 U.S. Postage  
**PAID**  
 French Creek, WV  
 Permit No. 01

BILL DUE DATE	DELINQUENCY DATE
05/27/2023	06/22/2023
SERVICE PERIOD	
04/21/2023	TO 05/22/2023

SERVICE FOR:		AVOID PENALTY PAY NET BY LATEST PAY DATE	PREVIOUS BALANCE	PENALTY
76 Youth Camp Rd			114.09	0.00
ACCOUNT NUMBER	LATEST PAY DATE	NET	AFTER LATEST PAY DATE, PAY	
6005350-0	6/21/23	297.28	327.01	





Camps and participants held in 2022:

Older 4-H	110 campers
Younger 4-H	120 campers
Judsons Baptist	225 campers
Christian Fellowship	25 campers
Reunions	250 participants
Hunters	15 campers

Camps and participants held in 2023:

Overnight 4-H group	90 participants
Rock Cave Elementary	70 participants
Older 4-H	120 campers
Younger 4-H	130 campers
Christian Fellowship	30 campers
Lewis County High School Band	120 campers
Judsons Baptist	250 campers
Reunions	350 participants
Hunters	unknown

Respectfully Submitted,

Gregory B Woody, Director  
Upshur County Youth Camp

# Underground Injection Control (UIC)

## POTENTIAL CLASS V INJECTION WELL/SEPTIC SYSTEM

\*Submit form to WVDEP only if the facility's waste is solely sanitary waste that discharges to the subsurface and will serve 20 or more people in a day OR if the subsurface discharge waste stream consists of co-mingled waste, regardless of number of people using the facility. (Co-mingled waste is sanitary waste plus industrial waste, or processed water).

\*Submit form for all proposed campgrounds regardless of number of people to be served.

Prohibited subsurface discharges: Auto repair waste, all new large capacity cesspools, new motor vehicle waste disposal wells, coin-operated laundry and commercial laundries.

\*Sampling port(s) or distribution boxes with access ways need to be installed on all septic system(s) so that samples can be taken. The sampling port needs to be located right before point of injection to the underground.

\*If Sanitarian requires a grease trap on a septic system then routine inspection and necessary clean-out of the grease trap shall be required.

\*A groundwater protection plan (GPP) is required for all facilities regardless of needing a UIC permit. The GPP shall outline how the owner will prevent groundwater pollution. If facility does not need a UIC permit then the owner will not need to submit the GPP to this office but rather retain it onsite.

\*If waste is stored in a holding tank/dedicated retention tank and not discharged to the underground a UIC permit is not needed. Please refer to appropriate rules & guidelines regarding holding/retention tanks.

Name of Health Department: UBHD Sanitarian: Chris Barnett RS  
 Sanitarian's Phone Number: 304-472-2810 Fax Number: 304-472-2945  
 Sanitarian's Email Address: William.C.Garnett@wv.gov Date: 8/24/23



Contact Information for FacilityOwner/Operator Person: Upshur County ComPhone: 304-924-5356

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

Mailing Address: 76 Youth Camp Rd. Selbyville, WV.Physical address where septic system will be installed: Installed C.A. 196376 Youth Camp Rd. Selbyville, WV.Type of facility utilizing the septic system: Camp Houses, Food Service, PoolNumber of people using this facility (employees, church members, etc.): UnknownWill the facility have restrooms open to the public? No

Circle the type of waste generated at the facility and describe the common name of waste that will be discharged to the underground:

Solely Sanitary Sewage, Industrial Waste, or Processed Waste?Please describe waste Food Service related, domestic sewage waste from Camp.Will the facility prepare food? No Yes or NoIf yes, will fats, oils, & grease be discharged to the subsurface system? Yes

Type of appurtenances that is/will be plumbed in to the septic system (grease trap, floor drains, industrial cleaning sinks, etc.):

To be determinedType of System: Conventional ☒ Alternative \_\_\_\_\_Has a reserve field been designated? Unknown

Describe how the septic system will operate from beginning to end.

For example, facility waste goes grease trap then to septic tank then to the sand filter and onto a dosing chamber with two lines.

7500 g Septic Tank to 10 X 100 foot conventional absorption field trenches. Gravel and perforated 4" pvc. Dosing syphon used to dose field.

\*Has a UIC application/GPP been provided to the applicant by the health department? No

WV DEP

Please return this completed form with a copy of the health department application for on-site sewage disposal system to the address listed below.

**WV DEP – DWWWM/UIC  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304  
Fax: 304.926.0497**

**Sanitary Sewage Only - Contact Michelle Finney at 304.926.0499 ext. 1047 or  
[michelle.l.finney@wv.gov](mailto:michelle.l.finney@wv.gov)**

### **WVDEP Application Forms**

**UIC Sewage Permit Application (Sanitary Sewage only)  
UIC Industrial Commercial Septic Application (Industrial or Co-mingled)  
UIC Industrial Commercial Permit Application (Industrial or Co-mingled)  
UIC Stormwater Permit Application (Stormwater)  
UIC Groundwater Protection Plan (GPP)**

**Link to application forms: <http://www.dep.wv.gov/WWE/PERMIT/UIC/Pages/default.aspx>**

Rev. 10/12

APPLICATION NO.

**UNDERGROUND INJECTION CONTROL  
CLASS V  
NOTARIZED STATEMENT FOR BILLING**

The Upshur County Commission, of which I am an  
name of company, facility or proprietor

authorized representative, has applied for a West Virginia Underground Injection Control Permit from the  
West Virginia Department of Environmental Protection, Division of Water and Waste Management.

Under the West Virginia Legislative Rules, Title 47, Series 13, Section 24, the costs of publishing a Class  
I legal advertisement are to be paid by the applicant who must also send the certificate of publication to  
the Division of Water and Waste Management within twenty (20) days after publication.

The Upshur County Commission, hereby agrees to pay  
name of company, facility or proprietor

the cost of such legal advertisement. The publishing newspaper should send the  
certificate of publication and bill to:

Upshur County Commission  
name of company, facility or proprietor

91 W Main Street Buckhannon, WV 26201  
address of company, facility or proprietor

Kristie G. Tenney 304-472-0535  
authorized representative area code phone number

\_\_\_\_\_  
Signature of Authorized Representative

Sworn and subscribed to before

me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

## **Groundwater Protection Plan – Upshur County Youth Camp**

### **I. Processes and Activities**

Operations and processes that may affect groundwater are lodging and having a foodservice establishment onsite. Please note that the camp does have an operating swimming pool; however, it does not affect the groundwater as the pool is not drained into the septic system. No pool chemicals are placed into the septic system. There is no presence of any other processes such as cleaning of industrial equipment.

Materials used are basic residential and foodservice cleaning chemicals: Dish Soap, Dish Detergents, Quat sanitizer, Chlorine based sanitizers. Other chemicals used are oven cleaners and floor cleaners, which are used only several times per year at most, during the camp season.

Furthermore, no RV dump stations, RV camping spaces with full hookup, etc. are present. The Youth Camp is not used as an RV campground.

See Map Attached.

### **II. Existing Processes**

The only containment facilities that can potentially harm the groundwater are the septic tank, dosing syphon, and absorption field. There are no fuel storage tanks, etc. Procedures to protect the groundwater are; no RV dumping is allowed in the septic tank or at the facility, no dumping of chemicals other than described above, no placement of fats, oils, petroleum products, other chemicals into septic system. All staff are trained in the protection plan.

### **III. New Operations and Equipment**

All new construction projects, adding of equipment, etc. will go through an engineering plan review process to evaluate the potential for ground water contamination. Parties involved in this plan review process will be the Facility (Camp) Maintenance Director, Upshur County Maintenance Director, designated County Commissioner, contractor, etc. This process will evaluate any potential for new contamination of the ground water. Records of plans and decisions will be kept for review. **All new plans will be designed with consideration of groundwater as a priority.**

### **IV. Activities Regulated for Ground Water Protection**

The Upshur Buckhannon Health Department conducts routine inspections of lodging, food service, and septic system integrity. The Sanitarian has open lines of communication with the Facility Maintenance Director to address any issues or concerns as they arise. Due to the camp having seasonal staff that may potentially change from year to year, staff are trained and educated yearly not to dump grease, fats, and unnecessary chemicals into septic system. Staff and guests are

actively managed during visits to adhere to ground water protection practices and to not engage in activities detrimental to groundwater resources. As stated previously, no dumping of RV waste is allowed on the property. The Youth Camp does not have any DEP or NPDES permits.

V. Ground Water Quality

The Upshur County Youth Camp has not participated in groundwater sampling; therefore, no data is available. Water sampling will be performed on an as needed basis. Sampling will be performed under the supervision of the Upshur-Buckhannon Health Department which will act as a third party.

VI. Fill Material and Deicing

Filling or deicing does not take place at this facility. The Camp is not open to users in the winter months.

VII. Responsibility and Training

The Upshur County Youth Camp has a Board of Directors that oversees the camp and makes decisions regarding camp functions. The Board will review the Groundwater Protection Plan yearly for changes. Applicable education and training will be provided to seasonal employees at the beginning of each camp season. Employees working at the camp will sign off that they have been educated about practices to do and not do to make groundwater protection a priority.

VIII. Inspections

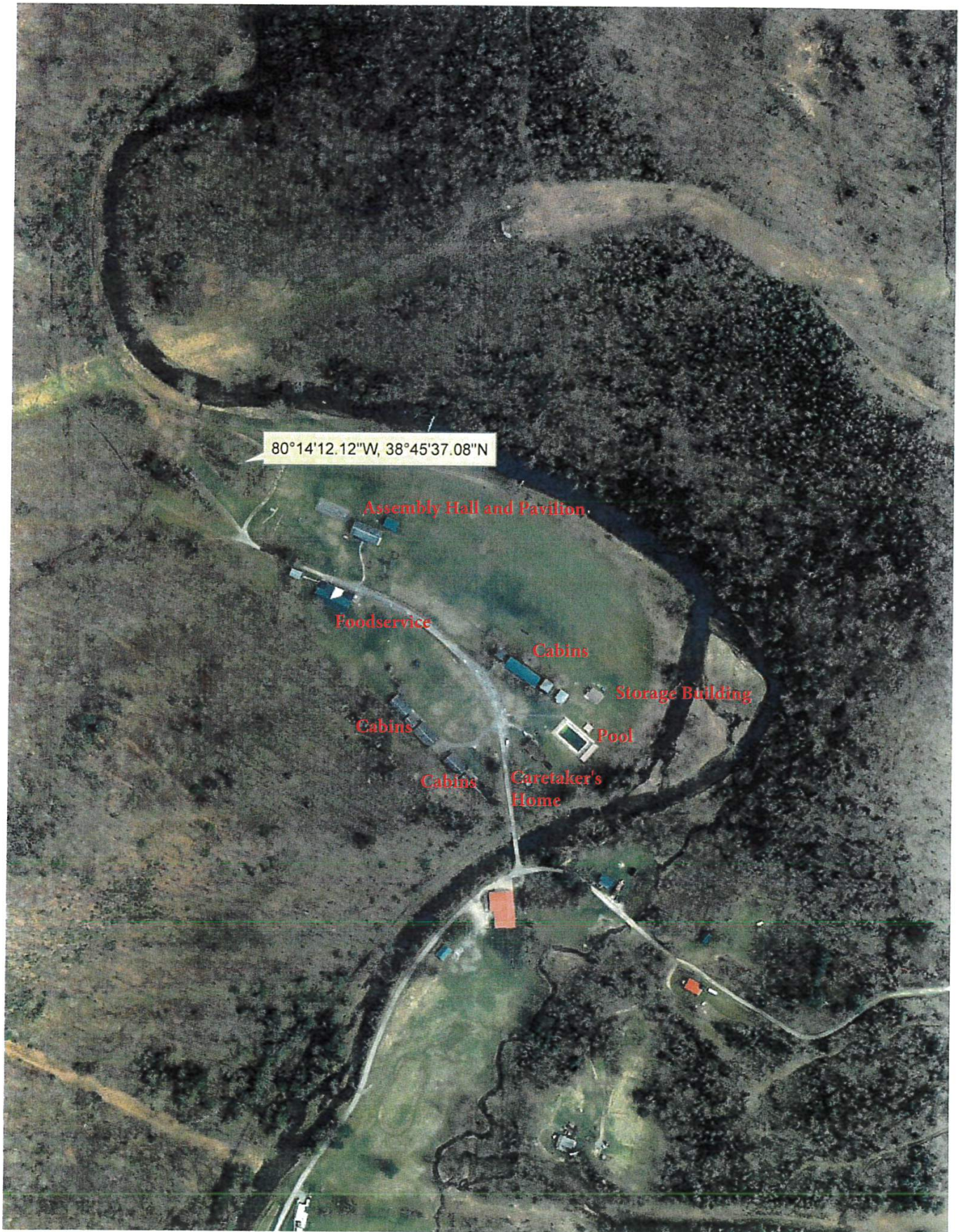
The Facility Maintenance Director will perform quarterly inspections of the facility and septic system to ensure groundwater contamination is not occurring. The Upshur Buckhannon Health Department also performs yearly health department inspections and will provide a report to the Board of Directors. This report shall be reviewed at a meeting and submitted into the meeting minutes.

See Quarterly Inspection Report Attached.

IX. Implementation and Enforcement

This Groundwater Protection Plan will be reviewed and adopted by the Board of Directors for the Upshur County Youth Camp and will be kept onsite at all times for review by WVDEP personnel per regulation 47CSR58.







## Upshur County Youth Camp - Quarterly Groundwater Protection Inspection Report

Quarter being reported (months and year): \_\_\_\_\_

Today's Date: \_\_\_\_\_

Name of person completing the report: \_\_\_\_\_

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

I. **New and Existing Processes, Activities, and Plans**

1. Are there any **new** operations or processes (example: new lodging options or foodservice) that may affect groundwater? Y or N

If yes, please explain:

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2. Are there any **new** materials or chemicals being used on the property, not including household cleaners? Y or N

If yes, please explain:

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3. Have there been any **changes** in procedures to protect the groundwater, such as RV dumping, or non-household chemicals being put into the septic system?

Y or No

If yes, please explain:

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4. Are there any **new** construction projects or addition of large equipment planned for the location? Y or N

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5. Are filling or deicing occurring at this location? Y or N

If yes, please explain:

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**I. Responsibility, Training, and Reporting**

1. What is the **date** of the last inspection performed by the Upshur Buckhannon Health Department? \_\_\_\_\_ and was his report presented to the Upshur County Youth Camp Board? Y or N

2. What is the **date** the Upshur County Youth Camp Board most recently reviewed the Groundwater Protection Plan? \_\_\_\_\_

3. Has any groundwater sampling occurred this quarter? Y or N  
If yes, please explain:

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4. Were there any findings that may affect groundwater on the Upshur-Buckhannon's most recent inspection report? Y or N  
If yes, please explain:

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5. Are employees working at the camp educated about practices to do and not do to make groundwater protection a priority? Y or N

If yes, please provide a list of **New** employees who were educated this **Quarter**.  
(This would include seasonal employees returning to work to begin the Summer term.)

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## Secretary

On behalf of the Community Corrections Board for the 26th Judicial Circuit Community Corrections program, the Upshur County Commission is accepting applications for one full-time Secretary. The office locations will be in Upshur and Lewis Counties. The rate of pay is \$12.25/hr. Under the direction of the Program Director, the candidate will perform with limited supervision: answering phones, general office duties, ensuring compliance with Community Corrections rules, client data entry, notetaking, appointment scheduling, fee collection, file preparation and organization, and other duties as required. Candidates will be subject to a criminal background and driving history check. Valid West Virginia driver's license is mandatory.

Individuals may obtain an application during normal business hours of 8 am until 4 pm., Monday through Friday at the following locations: Office of the Upshur County Commission, 91 W. Main Street, Suite 101 Buckhannon; the Upshur County Day Report Center, 85 West Main Street, Buckhannon; or at the Lewis County Day Report Center, 230 East 1st Street, Weston. Applications received by 4 p.m. on Friday, January 5, 2024 will be reviewed; however, applications may be considered until position is filled. 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, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

## Licensed Clinical Therapist

On behalf of the Community Corrections Board for the 26th Judicial Circuit Community Corrections program, the Upshur County Commission is accepting applications for one full-time Licensed Clinical Therapist. Preferred licensure: **LICSW, LPC, Licensed Psychologist, or Licensed Supervised Psychologist**; Other licensure considered: **LCSW, LGSW, or Provisionally Licensed Counselor** (with established supervision). The applicant must have experience in providing therapy services to those with substance use disorders and training and experience in trauma-focused therapy. **Certified Clinical Trauma Professional (CCTP) and/or TF-CBT Certification is preferred.** The office locations will be in Upshur and Lewis Counties. Rate of pay will be based on experience. Under the direction of the Program Director, the candidate will perform with limited supervision: provide individual and group counseling, complete assessments, provide referrals, documenting case notes and preparing treatment plans, schedule appointments, provide court testimony as needed, and other duties as required. Candidates will be subject to a criminal background and driving history check. Valid West Virginia driver's license is mandatory.

Individuals may obtain an application during normal business hours of 8 am until 4 pm., Monday through Friday at the following locations: Office of the Upshur County Commission, 91 W. Main Street, Suite 101 Buckhannon; the Upshur County Day Report Center, 85 West Main Street, Buckhannon; or at the Lewis County Day Report Center, 230 East 1st Street, Weston. Applications received by 4 p.m. on Friday, January 5, 2024 will be reviewed; however, applications may be considered until position is filled. 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, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

### 2024 Board of Review & Equalization Meeting Schedule

**02/01/2024 (Thur)**    **1:00-3:00 p.m.** No appointments --- Review  
Property Books

**02/06/2024 (Tues)**    **1:00-3:00 p.m.**

**02/08/2024 (Thur)**    **10:00 a.m. -12:00 p.m.**

**02/13/2024 (Tues)**    **1:00 p.m. -3:00 p.m.** Coal, Oil & Gas Industrials  
(tentative)

**02/16/2024 (Fr)**        **9:00 a.m. – 11:00 a.m.** Adjourn Sine Die

**APPROVED**

**DEC 14 2023**

**UPSHUR COUNTY COMMISSIONER**

*[Signature]*



# Upshur County Sheriff's Financial Statement

For Period Ending : November 30, 2023

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,914,812.48	\$ 772,270.84	\$ (726,029.70)	\$ 1,961,053.62
FUND - 002 COAL SEVERANCE TAX	\$ 155,739.96	\$ 13.04	\$ -	\$ 155,753.00
FUND - 003 DOG AND KENNEL	\$ 114,425.58	\$ 25,896.91	\$ (33,623.02)	\$ 106,699.47
FUND - 004 GENERAL SCHOOL	\$ 44,840.28	\$ 3,299.04	\$ -	\$ 48,139.32
FUND - 005 MAGISTRATE COURT	\$ 5,008.25	\$ 1,577.25	\$ -	\$ 6,585.50
FUND - 006 WORTHLESS CHECK	\$ 115,438.35	\$ 139.24	\$ -	\$ 115,577.59
FUND - 007 E-911 FUND	\$ 1,502,156.60	\$ 46,018.98	\$ (231,014.81)	\$ 1,317,160.77
FUND - 008 HOME CONFINEMENT	\$ 65,448.94	\$ 9,876.45	\$ (21,127.54)	\$ 54,197.85
FUND - 013 CURRY PARK FUND	\$ 116,745.46	\$ 285.16	\$ (5,131.03)	\$ 111,899.59
FUND - 015 CURRY LIBRARY FUND	\$ 19,167.03	\$ 43.00	\$ (13,112.20)	\$ 6,097.83
FUND - 019 UPSHUR CO. FIRE FEE	\$ 14,170.65	\$ 6,361.49	\$ (14,090.65)	\$ 6,441.49
FUND - 021 EE HEALTH CARE REIMB	\$ 34,741.73	\$ 18,984.90	\$ (13,748.86)	\$ 39,977.77
FUND - 039 UP.CO.COAL REALLOCAT	\$ -	\$ -	\$ -	\$ -
FUND - 040 OPIOID SETTLEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 041 COUNTY FIRE PROTECTION FUND	\$ -	\$ 40,073.76	\$ -	\$ 40,073.76
FUND - 042 EMS SALARY ENHANCEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 052 EMPLOYEE BENEFITS FD	\$ 1,339,293.20	\$ 41.76	\$ (1,975.00)	\$ 1,337,359.96
FUND - 056 ASSESSOR'S VALUATION	\$ 334,187.60	\$ 4,451.69	\$ (58,460.96)	\$ 280,178.33
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,638,331.41	\$ 419.72	\$ -	\$ 1,638,751.13
FUND - 059 CONCEALED WEAPONS	\$ 26,473.41	\$ 603.27	\$ (1,590.00)	\$ 25,486.68
FUND - 061 CO CLK ELECTION FUND	\$ 1,813.50	\$ 421.24	\$ -	\$ 2,234.74
FUND - 062 CO CLK REAL PRO FUND	\$ 1,813.50	\$ 421.24	\$ -	\$ 2,234.74
FUND - 063 VOTER'S REGISTRATION	\$ 1,321.64	\$ 0.16	\$ -	\$ 1,321.80
FUND - 071 JURY FUND	\$ 15,080.36	\$ -	\$ -	\$ 15,080.36
FUND - 073 SP.LAW ENF.INVESTIG.	\$ 2,492.06	\$ 0.31	\$ -	\$ 2,492.37
FUND - 078 CHILD EXCHG & VISIT.	\$ 61,187.33	\$ -	\$ (1,465.14)	\$ 59,722.19
FUND - 079 SPAYING & NEUTERING	\$ 42,059.07	\$ 6,144.77	\$ (450.00)	\$ 47,753.84
FUND - 080 COMM. CORR. FUND	\$ 2,797,583.99	\$ 227,229.57	\$ (305,651.75)	\$ 2,719,161.81
FUND - 104 ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RESCUE FUND	\$ 2,318,389.39	\$ 285.83	\$ -	\$ 2,318,675.22
FUND - 245 WELLNESS CMPLX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 33,246.50	\$ (33,246.50)	\$ -
FUND - 312 CRIMINAL CHARGES	\$ 60.00	\$ 43.47	\$ (43.47)	\$ 60.00
FUND - 313 COURT REPORTER	\$ -	\$ 100.00	\$ (100.00)	\$ -
FUND - 314 STATE FINES	\$ -	\$ -	\$ -	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 550.00	\$ (550.00)	\$ 5.00
FUND - 316 STATE CURRENT	\$ -	\$ 1,280.15	\$ (1,280.15)	\$ -
FUND - 317 CRTHSE FAC. IMP FUND	\$ -	\$ -	\$ -	\$ -
FUND - 361 CERTIFIED TO STATE	\$ 342,479.71	\$ -	\$ -	\$ 342,479.71
FUND - 364 TAX LIEN FUND	\$ 108,144.33	\$ -	\$ (32,030.84)	\$ 76,113.49
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
FUND - 366 BOARD OF HEALTH	\$ 116,950.71	\$ 267,491.77	\$ (64,965.21)	\$ 319,477.27
FUND - 369 WV DEP.SHF.RETIRE.	\$ 518.50	\$ 505.00	\$ (498.50)	\$ 525.00
FUND - 373 SCHOOL CURRENT	\$ -	\$ 102,871.36	\$ (102,871.36)	\$ -
FUND - 374 SCHOOL EXCESS LEVY	\$ -	\$ 51,883.64	\$ (51,883.64)	\$ -
FUND - 375 SCHOOL BOND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT	\$ -	\$ 20,352.26	\$ (20,352.26)	\$ -
FUND - 379 CITY VOTED LIBRARY	\$ -	\$ 2,442.53	\$ (2,442.53)	\$ -
<b>FINAL TOTALS</b>	<b>\$ 13,255,740.02</b>	<b>\$ 1,645,626.30</b>	<b>\$ (1,737,735.12)</b>	<b>\$ 13,163,631.20</b>
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 13,328,027.56	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (356,594.96)	\$ -	\$ -	\$ -
DEPOSITS/CREDITS OUTSTANDING:	\$ 190,448.60	\$ -	\$ -	\$ -
NET BANK BALANCE	<u>\$ 13,161,881.20</u>			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
<b>TOTAL IN COUNTY DEPOSITORIES AND OFFICE:</b>	<b>\$ 13,163,631.20</b>			

I, J. Michael Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

J. Michael Coffman  
 J. Michael Coffman  
 Sheriff & Treasurer, Upshur County

12/19/2023





## Upshur County Sheriff's Financial Statement

For Period Ending: **November 30, 2023**

### Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
<b>CITIZENS BANK OF WEST VIRGINIA</b>					
	GENERAL COUNTY FUND	\$ 1,702,428.68	\$ -	\$ 88,213.84	\$ 1,790,642.52
	COAL SEVERANCE	\$ 105,753.00	\$ -	\$ -	\$ 105,753.00
	E-911	\$ 786,209.29	\$ (98.48)	\$ 31,049.96	\$ 817,160.77
	CURRY PARK	\$ 40,899.59	\$ -	\$ -	\$ 40,899.59
	CURRY LIBRARY	\$ 6,110.97	\$ (13.14)	\$ -	\$ 6,097.83
	OPIOID SETTLEMENT FUND	\$ -	\$ -	\$ -	\$ -
	COUNTY FIRE PROTECTION FUND	\$ 40,073.76	\$ -	\$ -	\$ 40,073.76
	EMS SALARY ENHANCEMENT FUND	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION	\$ 276,515.20	\$ -	\$ 3,663.13	\$ 280,178.33
	UP CO FIN STBL FUND	\$ 638,751.13	\$ -	\$ -	\$ 638,751.13
	CONCEALED WEAPON	\$ 26,526.68	\$ (1,200.00)	\$ 160.00	\$ 25,486.68
	GENERAL TAX	\$ 198,231.21	\$ (257,118.33)	\$ 58,887.12	\$ -
	BOARD OF HEALTH FUND	\$ 304,195.50	\$ -	\$ 5,281.77	\$ 309,477.27
	E911 CD1	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	E911 CD2	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	OASIS CLEARING	\$ -	\$ -	\$ -	\$ -
	UPSHUR COUNTY FIRE FEE	\$ 6,189.21	\$ (55.00)	\$ 307.28	\$ 6,441.49
	EMPLOYEE BENEFITS	\$ 337,359.96	\$ -	\$ -	\$ 337,359.96
	UP CO FIN STAB CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	SP LAW ENF INVESTIGATION	\$ 2,492.37	\$ -	\$ -	\$ 2,492.37
	COMMUNITY CORRECTIONS	\$ 1,219,225.23	\$ (63.42)	\$ -	\$ 1,219,161.81
	EMPLOYEE BENEFIT CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD4	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	COMMUNITY CORRECTIONS CD1	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
	PARKS/REC CLEARING	\$ -	\$ -	\$ -	\$ -
	CURRY PARK CD 1	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	COMMUNITY CORRECTIONS CD2	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	ADDRESSING/MAPPING CLEARI	\$ 75.00	\$ (75.00)	\$ -	\$ -
	COAL SEVERANCE CD1	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COMMUNITY CORRECTIONS CD3	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	UP CO FIN STAB CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COMMUNITY CORRECTIONS CD4	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
	TAX CLEARING	\$ 24,990.61	\$ (24,990.61)	\$ -	\$ -
	BOARD OF HEALTH PAYROLL	\$ 10,098.87	\$ (5,098.87)	\$ -	\$ 5,000.00
	GENERAL COUNTY OPERATING	\$ 188,753.64	\$ (20,092.54)	\$ -	\$ 168,661.10
	DOG & KENNEL	\$ 106,882.87	\$ (183.40)	\$ -	\$ 106,699.47
	GENERAL COUNTY MISC	\$ 54,746.44	\$ (21.62)	\$ -	\$ 54,724.82
	WORTHLESS CHECK	\$ 115,577.59	\$ -	\$ -	\$ 115,577.59
	HOME CONFINEMENT	\$ 54,197.85	\$ -	\$ -	\$ 54,197.85
	EE HEALTH CARE REIMB	\$ 43,749.87	\$ (3,772.10)	\$ -	\$ 39,977.77
	EMPLOYEE BENEFIT CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COUNTY CLERK ELECTION ADM	\$ 2,234.74	\$ -	\$ -	\$ 2,234.74
	COUNTY CLERK REAL PROP	\$ 2,234.74	\$ -	\$ -	\$ 2,234.74
	VOTER'S REGISTRATION	\$ 1,321.80	\$ -	\$ -	\$ 1,321.80
	JURY	\$ 15,883.77	\$ (803.41)	\$ -	\$ 15,080.36
	CHILD EXCHG & VISITATION	\$ 59,722.19	\$ -	\$ -	\$ 59,722.19
	SPAY & NEUTER	\$ 47,557.84	\$ (50.00)	\$ 246.00	\$ 47,753.84
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND	\$ 2,318,675.22	\$ -	\$ -	\$ 2,318,675.22
	WELLNESS COMPLEX	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE	\$ 30,969.00	\$ (33,246.50)	\$ 2,277.50	\$ -
	STATE CLEARING	\$ 60.00	\$ -	\$ -	\$ 60.00
	STATE POLICE	\$ 350.00	\$ (595.00)	\$ 250.00	\$ 5.00
	CERTIFIED TO THE STATE	\$ 342,479.71	\$ -	\$ -	\$ 342,479.71
	TAX LEIN	\$ 76,815.62	\$ (702.13)	\$ -	\$ 76,113.49
	DELQ & NON-ENTERED LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
	BOARD OF HEALTH OPERATING	\$ 13,415.41	\$ (8,415.41)	\$ -	\$ 5,000.00
	WVDSRF FUND	\$ 413.00	\$ -	\$ 112.00	\$ 525.00
	<b>BANK TOTAL</b>	<b>\$ 13,328,027.56</b>	<b>\$ (356,594.96)</b>	<b>\$ 190,448.60</b>	<b>\$ 13,161,881.20</b>
<b>SUMMARY:</b>					
	TOTAL ALL BANKS	\$ 13,328,027.56	\$ (356,594.96)	\$ 190,448.60	\$ 13,161,881.20
	PETTY CASH / CASH DRAWERS			\$ -	\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND			\$ -	\$ -
	<b>GRAND TOTAL</b>				<b>\$ 13,163,631.20</b>

**Call for Election  
On May 14, 2024  
City of Buckhannon**

A General Election for the City of Buckhannon is called to be held on the second Tuesday in May 2024, for the purpose of electing the following:

- Mayor for a Four (4) year term
- Three Council Members, at large, for Four (4) year terms

The voting locations are as follows:

Precinct 8	Buckhannon Academy Elementary School
Precinct 9	City Hall
Precinct 12	Fred W. Eberle Technical Center
Precinct 14	Buckhannon Academy Elementary School

Persons interested in filing for these offices may begin on Monday, January 8, 2024 and not later than the last Saturday on January 27, 2024, in City Hall, 70 E Main St, Buckhannon, WV 26201.

Hours for in-person filing on the final day, January 27, 2024 at City Hall 9:00 am until 12:00 pm

Mailed Certificate of Announcement Deadline: Must be postmarked by the U.S. Postal Service before midnight E.S.T. on January 27, 2024.

The last date to withdraw from the election is Tuesday, February 13, 2024.

Drawing for position on the ballot will take place on Tuesday, February 20, 2024 at 9:00 a.m. at the Upshur County Courthouse located in the County Clerk's Office – 40 West Main Street, Buckhannon, WV.

All voters must be registered and must vote in the particular precinct in which they are registered.

Randall Sanders – City Recorder

# MONONGALIA COUNTY COMMISSION

243 HIGH STREET, ROOM 202  
COURTHOUSE  
MORGANTOWN, WEST VIRGINIA 26505

Jeffrey L. Arnett, Commissioner  
Thomas C. Bloom, Commissioner  
Sean P. Sikora, Commissioner



Telephone: 304 291-7257

December 15, 2023

Upshur County Commission  
Attention: Commission President  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

RE: Local Governments Regional Share Calculation-Opioid Settlements

Dear Sir or Madam,

The purpose of this letter is to follow up with all Region 4 municipalities and counties on the next steps regarding the WV First Foundation. In accordance with the West Virginia First Memorandum of Understanding, each region must create their own governance structure, to ensure that all Local Governments have input and equitable representation regarding Regional decisions, including the selection of projects to be funded using Regional funds.

With the support of the Region 4 Director, Jonathan Board, Monongalia County would like to once again host a meeting of local governments to discuss the governance structure for Region 4. The meeting is tentatively planned for **Thursday, January 25, 2024 at 9:30 a.m.** at the **Monongalia County Center, 270 Mylan Park Lane, Morgantown.** If you are unable to attend in person, we will

If you are planning to participate in person or online, please contact me at [rmcclure@monongaliacounty.gov](mailto:rmcclure@monongaliacounty.gov) or via phone at 304-291-7257 no later than **January 19, 2024** so we are able to plan for seating or provide you with the Microsoft Teams link.

If you have any questions or concerns regarding this meeting, please do not hesitate to contact the Monongalia County Commission at your earliest convenience.

We look forward to hearing from you.

For the Commission,

Rennetta McClure  
County Administrator  
Monongalia County Commission

## MONTHLY MILEAGE LOG

**MONTH / YEAR:** NOV. 2023

[illegible]





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: November 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,523	103,524	1	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			Total Miles		1	







# UPSHUR

## UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

DEPARTMENT: Comm. Corrections

MONTH / YEAR: Nov - 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
	<u>Toyota Truck</u>		<u>2495</u>	<u>2523</u>	<u>28</u>	0
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					0	0



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year    Nov-23

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	14384	14574	190	27.75
GRAND TOTALS					190	27.75





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Nov. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2020 F-250	1FT7XZB83LEE	22,428	22,719	209	0 20.52
ERIC Poling		84I12				0 21.96
Chuck Suder						0
Hayden Smith						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
			GRAND TOTALS		0	0





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: MAINTENANCE

MONTH / YEAR: Nov. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 F-250	1FDBF2B69KEC8	17107	17355	248	0 20.81
ERIC POLING		1902				0 20.33
CHUCK SUDER						0
HAYDEN SMITH						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					0	0



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: MAINTENANCE

MONTH / YEAR: Nov. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2023 F-150	1FTEX1EP6PKEZ	111	371	260	13.81
ERIC POLING		6688			0	
CHUCK SUDER					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					260	13.81



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Nov. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV54188551	100,869	100,898	29	15.97
ERIC POLING		4917			0	
CHUCK SUDER					0	
HAYDEN SMITH					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					29	15.97



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Parks and Rec

MONTH / YEAR: November 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Jeremiah McCourt						
1-Nov	2010 Expedition		134198			
30-Nov				134198		
			GRAND TOTALS		0	0



**UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL**

[illegible]



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: November 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	15796	15981	185	16
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		185	16



In compliance with West Virginia's Public Meeting Law, the 26<sup>th</sup> Judicial Circuit Community Corrections Program special board meeting will be held December 18, 2023 at 12:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

**COMMUNITY CORRECTIONS  
Special Board Meeting Agenda  
December 18, 2023**

**Upshur County Day Report Center 12:00 P.M.**

**I. Handouts**

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

**II. New Business**

- 1) Batterer's Intervention Prevention Class Update
- 2) Home Confinement Update- Lewis-16 Upshur-34
- 3) Community Corrections Update
  - Referrals received since July 1, 2022, Upshur-145 Lewis-78 Total-223
  - Discussion of jeeps continued from previous meeting

**III. Next Meeting**

- **January 8, 2024 at the Lewis County Day Report Center time to be determined.**



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

***Buckhannon-Upshur Airport Authority–W22 Upshur Regional Airport Terminal  
Building as well as Virtually via Telephony or ZOOM <sup>1</sup>  
Monday, December 18, 2023 @ 4:00PM***

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- A. Call to order
- B. Approval of Audit Committee Recommendation of Auditing Firm Selected to Complete FY 23 & FY 24 Audits
- C. Board Member Comments and Announcements
- D. Adjournment

The next regular meeting of Buckhannon-Upshur Airport Authority will be  
Monday, January 8, 2023 @4:00pm.

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## *City Council of Buckhannon – 7:00 pm in Council Chambers Meeting Agenda for Thursday, December 21, 2023*

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) via email or drop them in the mail, or drop box behind City Hall. Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709> You can also dial in using your phone United States: [+1 \(872\) 240-3212](tel:+18722403212) Access Code: 804-282-709

- A. Call to Order**
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
  - B.1 John Waltz, Chairman of the Colonial Arts Center Board
- C. Department & Board Reports**
  - C.1 Public Works Director- Jerry Arnold
  - C.2 Finance Director- Amberle Jenkins
  - C.3 Police Chief- Matthew Gregory
  - C.4 City Attorney- Tom O'Neill
- D. Correspondence & Information**
  - D.1 City of Buckhannon Call for Election 2024
  - D.2 Notice of Special Joint Working Session of the Buckhannon Planning Commission & City Council on 01/11/24 at 7pm to discuss Future Collaboration regarding Planning Priorities
  - D.3 Report of Cat & Dog Activity -Upshur County Commission-November 2023
- E. Consent Agenda**
  - E.1 Approval of Minutes -Regular Meeting 12/07/23
  - E.2 Approval of Building and Wiring Permits
  - E.3 Approval of Payment of the Bills
  - E.4 Approval Appointment- WVWC's Representative to the SYCC Board of Directors (unexpired term)
  - E.5 Approval Appointment -Buckhannon Historic Landmarks Commission (unexpired term)
- F. Strategic Issues for Discussion and/or Vote**
  - F.1 Approval Resolution 2023-11 General Fund Budget Revision #3 FY 2023/2024
  - F.2 Approval Amendment #1 to the Professional Services Agreement between COB & Region VII Planning & Development Council re: GIS Services Hourly Rate Increase
  - F.3 Approval of the Mountain Region Special Response Team Agreement between the BPD, Upshur Co Sheriff's Office, Barbour Co Sheriff's Office & Randolph Co. Sheriff's Office
- G. Comments and Announcements**
  - G.1 Pamela Bucklew
  - G.2 David McCauley
  - G.3 Jack Reger
  - G.4 David Thomas
  - G.5 CJ Rylands
  - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Executive Session Per WV Code § 6-9A-4 Personnel Matters**
- J. Adjournment**





Tennerton Public Service District  
Monthly Meeting  
October 11, 2023

The regular monthly meeting of the Tennerton Public Service District was held at the district office at 188 Fayette Street, Buckhannon West Virginia on Wednesday October 11, 2023

In attendance were Bob Heater, John Barnes, Scott Casto, Terry Gould, and Vickie Dean

The meeting was called to order promptly at 2:00 pm by Chairman Bob Heater. The minutes of the previous meeting held on September 13, 2023 were read, there being no corrections or additions, motion to approve was made by Robert Heater, seconded by John Barnes.

Terry Gould presented the monthly financial reports and the bills to be paid. A motion to pay the invoices was made by Bob Heater and seconded by Scott Casto.

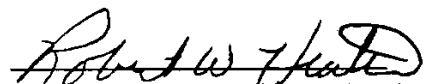
The board reviewed and approved the previous month's credit memos. No shutoffs this month.

Terry Gould reported on the following:

- \*Scott Casto will bring in copy of certificates for Oath of Office from Upshur County Clerk's office and PSD Board mandatory Training Seminar. His name has also been sent to the PSC.
- \*Bob Heater and Scott Casto need to stop at Freedom Bank to sign another form. This should finalize signature forms.
- \*While the city was boring a new line under the road at Stoney Run they broke one of our lines. The City repaired it at their cost.
- \*The new tap has been put in for the property across from the entrance to Country Club.
- \*Orr Street Pump Station. Spencer Woodell from Beckley is going to put in the second bid for the pump station. He is waiting on PVC Pipe price before finalizing bid.
- \*Billing review – We cannot charge service fee for city billing.

There being no other business to discuss, motion was made by John Barnes to adjourn and seconded by Bob Heater.

Approved



Chairman, Tennerton Public Service District

**Lewis – Upshur LEPC Meeting Minutes October 18, 2023**  
**Buckhannon WV**

Call to order 13:04 By J. Gum

Pledge was recited and moment of silence was observed.

Motion to approve minutes was made by S. Nolte seconded by J. Taylor

Introduction of guest, James Connor from First Energy.

He tries to send emails out for planned outages over 100 effected residents.

J. Monk a WV Wesleyan service scholar and is helping out with DHSEM.

Financial report was accepted as read Pending annual review.

**Grant updates:**

LEPC updates is out J. Gum had a printed copy of the paperwork, but it has to be done through the Oasis software. These are no longer paid-up front they are a reimbursement the money has to be spent first and we turn in receipts.

Homeland security grants are waiting for approvals from the governor's office.

We still have some left over funding from the commodity flow study. We are presuming that it could be rolled into the hazard analysis.

**Bylaws Committee:** Nothing to report.

**Public education:** Have not met. Discussion of LEPC roles in our community. LCUCLEPC.org has bylaws mission statement and community contacts etc. (add [Dshem@upshurcounty.org](mailto:Dshem@upshurcounty.org))

**Annual meeting/ event planning:** There was an additional OEM side for the Cameo class.

**Hazard assessment:** Roj with EPA is still planning to do a scenario; he has emailed saying he wouldn't be able to make it. S. Dunbrack said the regional exercise will be in the spring some time, and health care coalition north will be doing their exercise in the coming days. October 26<sup>th</sup>

It has been talked about a regional subcommittee including EMS's local hospitals and health departments.



**Lewis – Upshur LEPC Meeting Minutes October 18, 2023**  
**Buckhannon WV**

They are cutting one of the DHHR regions going from 10 to 13 Every county got a rating last week and it was broken down to state aid, how much the state aid includes per capita and Upshur county is rated 7<sup>th</sup> in the state of WV Mon county is #1 Gilmer was 5th. Mon Marion Harrison Upshur Lewis Braxton Randolph Barbour This was the State Epidemiology rating.

**Old Business:**

Lightburn Station tour was canceled due to lack of wanted participation.

Co – Chair, Steve Wycoff has accepted an appointment until the next general election cycle. December will be elections first 2024 meeting will happen in February

S. Whited made motion for Steve W to be added to the bank account signature page. Seconded by E. Smith. All were in favor.

**New Business**

Lewis County Sheriff's office is planning an activity for the courthouse as well as some evacuation drills. The Superintendent of schools so they can have a meeting.

D. Cutright they are working on a radio project in Upshur county and able to expand that project to help with backups to Lewis County

Next meeting will be at Noon Dec. 20<sup>th</sup> With lunch provided.

Motion to adjourn by E. Smith 2<sup>nd</sup> Steve Wycoff. Meeting adjourned 14:03

**Adrian Public Service District**  
**November 2, 2023**  
Monthly Board Meeting

Present from Adrian PSD: **Paul Spencer**, Chairman; **Carolyn Douglas**, Vice Chairman; **Kelly Arnold**, Sec./Treas.; **Eric Brunn**, Chief Water Operator; **Norma Woody**, Manager and **Alicia Wright**, Assistant Manager.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Paul Spencer, Chairman.

**Minutes** of the **October 6, 2023** board meeting were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried. **Minutes** of the **October 24, 2023 project meeting** were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried.

Invoices were presented. A motion was made to pay by Carolyn, seconded by Paul.

**Old Business**

- None

**New Business**

- None

**Items for Discussion/Action/Approval**

- Norma advised the board of water and electricity ran to new maintenance building.

**Maintenance Report**

- Phase VIII upgrades to Carter, Hovertown and Hinkleville pump station in process.

**Office Report**

- Bennett & Dobbins yearly audit completed.

**Adjournment**

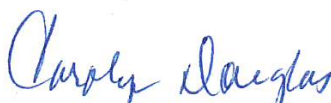
The meeting adjourned at 4:00 pm.

The next **board meeting** will be **December 7, 2023 at 3:00 pm.**  
The next **project meeting** will be **November 15, 2023 at 3:00 pm.**

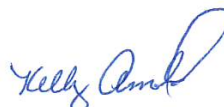
Board of Directors



Paul Spencer, Chairman



Carolyn Douglas, Vice Chairman



Kelly Arnold, Sec., Treas.



Tennerton Public Service District  
Monthly Meeting  
November 8, 2023

The regular monthly meeting of the Tennerton Public Service District was held at the district office at 188 Fayette Street, Buckhannon West Virginia on Wednesday November 8, 2023

In attendance were Bob Heater, John Barnes, Scott Casto, Terry Gould, and Vickie Dean

The meeting was called to order promptly at 2:00 pm by Chairman Bob Heater. The minutes of the previous meeting held on October 11, 2023 were read, there being no corrections or additions, motion to approve was made by Robert Heater, seconded by John Barnes.

Terry Gould presented the monthly financial reports and the bills to be paid. A motion to pay the invoices was made by Bob Tenney and seconded by John Barnes.

John Barnes made a motion to close out the Chase Bank account. Motion was seconded by Scott Casto.

The board reviewed and approved the previous month's credit memos. No shutoffs this month.


Terry Gould reported on the following:

- \*High School Street: Mr. Smith from Weston is putting in 4 trailer in. He will have to put in new lines. We'll set small manhole in for collections. He will have to bring pipes to the manhole. He will also have to have a clean out at the base of every unit and every 100 ft.
- \*Bob Heater asked how far Ringers' snake can reach. Terry reported about 100 feet.
- \*We will receive a bill from McDaniels for the Murphy Mart lift station who takes care of the road and added a load of gravel.
- \*We're going to ask the engineers to reactivate the Hickory Flat Project.

The board requested signs be made for the pump houses and lift stations with phone numbers to call in case of emergency.

There being no other business to discuss, motion was made by Bob Heater Tenney to adjourn and seconded by John Barnes.

Approved



Chairman, Tennerton Public Service District

**Upshur County Safe Structures and Sites Enforcement Board  
November 9, 2023**

**Members present:** Chris Garrett, Greg Harris, Jerry Wamsley  
**Members absent:** Chris Cook and J. B. Kimble  
**Others present:** Cindy Hughes, Assistant Administrator and Betty Rowland

The meeting was called to order at 3:00 p.m. by Greg Harris.

The October 12, 2023 meeting minutes were reviewed. On Motion by Jerry Wamsley, seconded by Chris Garrett, the meeting minutes were approved.

The Board received an update from Cindy Hughes, stating that the proposed revised version of the Property Ordinance Complaint Form will be on the Commission Meeting Agenda on November 16, 2023 for consideration of approval.

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

121322-01 (Carl Tenney): This property is located at 10845 Old Elkins Road Ellamore, WV (Route 151). The Board discussed the status of the property since Mr. Tenney's passing. There remains an old garage on the property that is unsafe and falling down. The Estate has been settled and two new owners were identified. Updated photos will be taken on April 10<sup>th</sup>, 2024 and reviewed at the meeting on April 11<sup>th</sup>, 2024.

060823-01 (Sipe): This property is located at 88 Jack Lane in Buckhannon. The property owner was located by the Upshur County Sheriff's Department and resides in New Martinsville, WV. The property owner has received a Notice of Investigation, through Process of Service, that the property needs cleaned up before the January 11<sup>th</sup>, 2024 Safe Sites and Structures meeting. Photos will be taken on January 10<sup>th</sup>, 2024.

062223-01 (Lee): This property is located at 232 Jackson Park Avenue, Buckhannon, WV. Photographs were evaluated at this meeting and the Board identified a few issues with the property; including openings into the structure need to be boarded and secured. On motion by Chris Garrett, seconded by Jerry Wamsley, the property owner was granted a second extension until the December 13, 2023 to bring the property into compliance. Photographs will be taken prior to that meeting for evaluation.

081023-01 (Bever): This property is located at 1193 Route 20 South, Buckhannon, WV. Photographs were reviewed. A new roof has been completed but the remnants/old shingles/materials are laying on the ground. On motion by Chris Garrett, seconded by Jerry Wamsley, an extension until December 13, 2023 was granted to the property owner to bring the property into compliance. Updated photographs will be taken prior to that meeting.

091423-01 (Casto): This property is located at 65 Orr Street, Buckhannon, WV. This property will be reviewed again at the December 14<sup>th</sup>, 2023. Photos will be taken December 13<sup>th</sup>, 2023.

091423-01 (Holland Enterprises)): This property is attached to the Subway Establishment in Buckhannon, WV. This property and photos will be reviewed again at the December 14<sup>th</sup>, 2023 meeting.

101223-01 (Rowland) This property is located at 871 Country Club Road. Betty Rowland present for the meeting and requested a copy of the complaint form. Board members reviewed photos taken on November 11, 2023. Ms. Rowland stated that the electric to the trailer has been inspected and the underpinning will be put back very soon. She has been living in the camper on the property during this time. Mr. Harris met with Ms. Rowland's brother who explained what needed to be done to the property for it to be brought into compliance. On motion by Jerry Wamsley, seconded by Chris Garrett, the Board voted to give an extension to April 10,

2024 for the property to be brought into compliance. Photos will be taken and reviewed at the April 11, 2024 meeting.

101223-02 (Jiang) This property is located at 218 Academy Street. This property is scheduled for demolition. Mr. Jiang provided a copy of the demolition agreement. On motion by Chris Garrett, seconded by Jerry Wamsley, the Board voted to give a 30-day extension to have the property brought into compliance. Photos will be taken and reviewed at the December 13, 2023 meeting.

101223-03 (Ervin) This property is located at 570 Old Elkins Road. Photos were reviewed. Random individuals have been staying in the structure. Windows and doors are open. On motion by Jerry Wamsley, seconded by Chris Garrett, the Board voted to give an extension until January 10, 2024 to bring the property into compliance. Photos will be taken and reviewed at the January 11, 2024 meeting.

101223-04 (Robinson) This property is located on the corner of Natural Bridge/Harvey Golden Rd in French Creek. Photos were reviewed. There are multiple issues with the property that need addressed. On motion by Jerry Wamsley, seconded by Chris Garrett the Board voted to give an extension until April 10, 2024 to bring the property into compliance. Photos will be taken and reviewed at the April 11, 2024 meeting.

101223-05 (Hasaflook): This property is located on the Harvey Golden Road. Photos were reviewed. The house has some structural issues. On motion by Jerry Wamsley, seconded by Chris Garrett, the Board voted to give an extension until April 10, 2024 to bring the property into compliance. Photos will be taken and reviewed at the April 11, 2024 meeting.

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

110923-01 (Kenny): This property is located on Slab Camp Road. On motion by Greg Harris, seconded by Jerry Wamsley, the Board voted to send a Notice of Investigation to the property owner and take photos prior to the December 14, 2023 meeting.

**Public Comment:**

**Other Business:**

The next meeting will be held on Thursday, December 14, 2023 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. On motion by Chris Garrett, seconded by Jerry Wamsley, the meeting adjourned at 3:56 p.m.

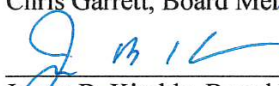
Approved by:

  
Greg Harris, Compliance Officer

12-14-23  
Date

  
Chris Garrett, Board Member

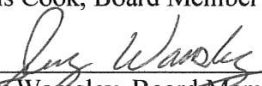
12/14/2023  
Date

  
James B. Kimble, Board Member

12-14-23  
Date

  
Chris Cook, Board Member

12-14-23  
Date

  
Jerry Wamsley, Board Member

12-14-23  
Date





**Adrian Public Service District**  
**November 15, 2023**  
 Phase VIII Project Meeting

Present from Adrian PSD: *Kelly Arnold, Sec/Treas.; Carolyn Douglas, Vice Chairman; Paul Spencer, Chairman; Eric Brunn, Chief Water Operator and Norma Woody, Manager.*

Visitors: *Trey Hornor, P.E. President Hornor Brothers Engineering*  
*Carry Wallace, Program Coordinator, Region VII*  
*Doug Heater, Superintendent, Pro Contracting*  
*Casey Karn, Mid-Atlantic Storage Systems*  
*Stacy Karickhoff, Area Specialist/Rural Development/USDA*

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman, Paul Spencer.

**Items for Discussion/Action/Approval**

- Trey Hornor, Hornor Brothers Engineering reviewed progress and status of construction (**89.4% complete** as of October 31, 2023). Indian Camp complete, Get Out Rd complete, Frenchton Rd complete, Freemans Rd complete, Little Trace Run Rd complete, Holly Grove Rd complete, Alexander Rd complete, Route 20 complete, Eden Rd/Gaines complete, Metzner Hollow Rd complete, Karlen Rd complete, Helvetia to Pickens complete, Metzner Hollow pump station installed, Helvetia pump station installed, Pickens Tank and Helvetia Tank installed. Upgraded booster pump stations at Hinkleville, Hoovertown and Carter. All lines complete to Pickens.
- Norma requested approval of **Resolution No. 12 of the Phase VIII water extension project**. Paul made a motion to approve, and Kelly seconded the motion. Motion carried.
- Norma requested approval of **Adverse Weather Day calculation sheets for Phase VIII water extension project**. Contract 1 (0 days), Contract 2 (0 days), Contract 3 (0 days). Paul made the motion to approve, and Carolyn seconded the motion. Motion carried.
- Trey requested approval of **Engineering Agreement No. 6** to increase budget from \$380,000.00 to \$445,000.00. Paul made a motion to approve, and Kelly seconded the motion. Motion carried.
- Hornor Brothers Engineers provided update on start-up of Booster Stations along with addressing complaints/concerns of customers.


**Adjournment**


The meeting adjourned at 4:00 pm.

Board of Directors

Next regular board meeting will be **December 7, 2023 at 3:00 pm.**  
 Next project meeting will be **December 20, 2023 at 3:00 pm.**

  
 Paul Spencer, Chairman

  
 Carolyn Douglas, Vice Chairman

  
 Kelly Arnold, Sec., Treas.



## **MEMORANDUM OF UNDERSTANDING FOR REGIONAL TASK FORCE**

This Memorandum of Understanding("MOU") is made and entered into by and between the following political subdivisions, namely Randolph County, Tucker County, Upshur County, Lewis County and Barbour County, referred to as Parties.

### **RECITALS**

**WHEREAS**, the Parties are members of the Regional Task Force which is dedicated to optimizing the funds available to the political subdivisions from the Opioid Foundation created as a result of the State opioid litigation and settlements; and

**WHEREAS**, the Parties agree that it is effective to be prepared to use these settlement funds when available with a proposal in the form of a White Paper prepared by a professional group that would set forth what has been identified as the Parties top priorities; and

**WHEREAS**, Ascension Recovery Services ("Ascension") is a professional group which has made a proposal to create a White Paper that tests the feasibility of accomplishing our goals to establish a five-county treatment facility and to provide highly accessible services to affected children (See attached); and

**WHEREAS**, for Ascension to complete this White Paper, the Parties will need to cooperate and provide information to Ascension to complete this work as requested.

**NOW THEREFORE** in consideration of the foregoing recital and mutual covenants contained herein, it is mutually agreed as follows:

1. The Parties agree to cooperate and provide information and documentation to Ascension for their work and services in the completion of the White Paper.
2. Each Party shall designate a representative who will be the contact person for Ascension during the process of collecting the information and documentation.
3. Ascension has provided a fee schedule with their proposal. The contribution to the payment of their fees is voluntary, not mandatory. No Party to this MOU is obligated to pay the fees by signing this MOU. However, any payment would be accepted.

**IN WITNESS WHEREOF**, this MOU is made and entered into by the Parties who have signed below as of the date indicated.

Signature\_\_\_\_\_

On behalf of Upshur County

Print Kristie G. Tenney

Title President Upshur County Commission

Signature\_\_\_\_\_

On behalf of the City Buckhannon

Print\_\_\_\_\_

Title\_\_\_\_\_