

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at 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: April 25, 2024

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:

- April 11, 2024
- April 16, 2024 Special Meeting

9:15 a.m. Courthouse Stairwell Rehabilitation Project Bid Opening – No eligible bids

10:00 a.m. Public testing of voting machines in the County Clerk area.

Items for Discussion / Action / Approval:

1. Approval and signature of a Class 5 Underground Injection Control (UIC) Permit from the West Virginia Department of Environmental Protection Division of Water and Waste Management for the Upshur County Youth Camp. The permit will become effective on May 2, 2024 through April 1, 2029. The annual permit fee will be \$333 with a groundwater fee of \$15 for a total of \$348. Receipt of this permit and plan are designed to ensure that fluids injected underground will not endanger drinking water sources. * [Pages 4-27](#)
2. Review the Upshur County Safe Structures and Sites Enforcement Board Petition for Order filed March 18, 2024 --- Case Number 020824-02. The property is located in Warren Tax District – Tax Map 5B – Parcel Number 11 and owned by Gary Dwayne Bailey. Consider entering an Order Adopting Enforcement Agency Findings. * [Pages 28-30](#)
3. Approval and signature of the FY 25 Court Security Grant Application, Resolution and Assurances requesting funds to be utilized for various security enhancements throughout the Courthouse and Annex. * [Pages 31-43](#)
4. Approve election workers as needed throughout the election cycle for the May 14, 2024 Primary Election. * [Page 44](#)
5. Approval and signature of an agreement between The J.F. Allen Company and the Upshur County Commission regarding the transfer of permit holder for a WV/NPDES (National Pollutant Discharge Elimination System) permit. This transfer will accept responsibility, coverage, and liability for property located along Route 33, which was donated to the Upshur County Commission. * [Pages 45-46](#)
6. Approval and signature of a WV/NPDES (National Pollutant Discharge Elimination System) permit transfer application from the J.F. Allen Company to the Upshur County Commission for property located along Route 33 donated to Upshur County by the J.F. Allen family. The transfer of responsibility, coverage and liability for the site will be effective upon permit transfer approval by WV DEP. The cost for the name transfer is \$100 and the cost for permit reissuance is \$1750. * [Pages 47-49](#)
7. Consider the reappointment of Shane Whitehair to the Corridor H Authority. Upon approval, the term will be effective July 1, 2024 through June 30, 2028. * [Page 50](#)

8. Approval of seasonal employment of the Buckhannon-Upshur Recreational Park managers, lifeguards, admissions and concessions workers, effective May 5, 2024. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) [Under separate cover](#)
9. Approval of Department of Homeland Security & Emergency Management volunteer, Carlton Hewett. *
[Under separate cover](#)
10. 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. Grant Award Notice from the West Virginia Department of Economic Development regarding funding in the amount of \$252,500. from the Land & Water Conservation Fund (LWCF) for the rehabilitation of tennis courts at the Upshur County Park. The scope of work will consist of resurfacing and restriping 6 tennis courts to convert them to multi-purpose courts for tennis and pickleball play, along with installation of new fencing and the addition of ADA-accessible parking. [Pages 51-92](#)
2. Notification and Memorandum of Understanding from the Try This WV Granting Agency for a \$2000 award granted to the Upshur County Trails group for a “Repair & Race” program. The program is designed to repair trails and assist in hosting races and public events. [Pages 93-97](#)
3. Correspondence from the Monongalia County Commission regarding the West Virginia First Foundation Regional Director Reappointment. The letter outlines the next steps in appointing a Region 4 Director due to the current Director being appointed as the Executive Director for the WV First Foundation. The next regional meeting is planned for May 9, 2024. [Pages 98-99](#)
4. Announcement from the National Association of Counties (NACo) of the release of a children’s book “The Marvelous Adventures of Countyland” to celebrate April as National County Government Month. [Page 100](#)
5. Release of the 1st Quarter of 2024 Volunteer Fire Department State Distribution of funds from the West Virginia State Treasurer’s Office. [Page 101](#)
6. Upshur County Sheriff’s Financial Statement for period ending March 31, 2024. [Pages 102-103](#)
7. Upshur County Mileage Reports – March, 2024.
 - Addressing and Mapping [Page 104](#)
 - Community Corrections [Page 105](#)
 - Dog Pound [Page 106](#)
 - Emergency Management [Page 107](#)
 - Maintenance [Pages 108-110](#)
 - Parks & Recreation [Page 111](#)
 - Sheriff [Page 112](#)
 - Upshur 911 [Page 113](#)
8. Lewis-Upshur Animal Control Facility Reports for the month of March, 2024.
 - Revenue Report [Page 114](#)

- Account of Animals Report [Page 115](#)
- Animal Control/Humane Officer Animal Report [Page 116](#)

9. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- | | | |
|---|----------------|--------------------------|
| • Upshur County Farmland Protection Board | April 16, 2024 | Page 117 |
| • Upshur County Fire Board | April 16, 2024 | Page 118 |
| • City Council of Buckhannon | April 18, 2024 | Page 119 |
| • City Council of Buckhannon - CANCELLED | May 16, 2024 | Page 120 |

c) Meeting Minutes:

- | | | |
|---|-------------------|-------------------------------|
| • Upshur County Farmland Protection Board | December 18, 2023 | Page 121 |
| • Upshur County Farmland Protection Board | February 6, 2024 | Pages 122-123 |
| • Upshur County Solid Waste Authority | March 11, 2024 | Pages 124-125 |
| • Upshur County Convention & Visitors Bureau | March 13, 2024 | Pages 126-127 |
| • Upshur County Safe Structures and Sites Enforcement Board | March 14, 2024 | Pages 128-130 |
| • Upshur County Fire Board | March 19, 2024 | Page 131 |
| • Upshur County Youth Camp Board | March 21, 2024 | Pages 132-133 |

***Dates and times of monthly board meetings are viewable at:**

www.upshurcounty.org -- Upcoming events are listed on the main page.

10. 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. 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

Tabled Items

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

April 4, 2024 - Correspondence from Steve Wykoff, Director of Upshur County Division of Homeland Security and Emergency Management, requesting an unused radio tower currently located outside the old jail building be moved to the Emergency Operations Center for use by DHSEM and CERT. The tower would be used for training for the amateur radio and emergency communications program. *

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Next Regular Meeting of the Upshur County Commission

May 2, 2024 --- 9:00 a.m.

Upshur County Courthouse Annex

UNDERGROUND INJECTION CONTROL PERMIT

For

UPSHUR COUNTY COMMISSION

Number 1561-23-097

NEW



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, S.E.
Charleston, WV 25304-2345
Phone: (304) 926-0495 Fax: (304) 926-0457

Harold D. Ward, Cabinet Secretary
<https://dep.wv.gov>

April 02, 2024

UPSHUR COUNTY COMMISSION
91 WEST MAIN STREET SUITE 101
BUCKHANNON, WV 26201

Re: Underground Injection Control (UIC)
Permit No. 1561-23-097

Dear Permittee:

Please find enclosed your **Issued** Class 5 Underground Injection Control (UIC) Permit.

After careful review of the permit, please read and sign the Certification Document and return it to me within 30 days of receipt of this permit, signifying that you are aware of all terms and conditions.

Failure to return the signed Certification Document will automatically suspend this permit.

Failure to comply with all terms and conditions of this permit can result in penalties including, but not limited to, substantial fines and/or cessation of the permitted activities.

If you have questions concerning this matter, please contact Michelle Finney at (304) 926-0499 ext. 43796 or by email at Michelle.L.Finney@wv.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Yogesh Patel".

Yogesh Patel,
Chief Engineer
Underground Injection Control/Groundwater Program

Promoting a healthy environment.

UNDERGROUND INJECTION CONTROL
AUTHORIZATION TO OPERATE A UIC CLASS 5W32 INJECTION WELL
PERMIT NUMBER 1561-23-097

In compliance with provisions of the West Virginia Code, Chapter 22, Article 11, Section 8, and Legislative Rules, Title 47, Series 13, Sections 12 & 14,

PERMITTEE

UPSHUR COUNTY COMMISSION
91 WEST MAIN STREET SUITE 101
BUCKHANNON, WV 26201

FINANCIAL RESPONSIBLE PARTY

UPSHUR COUNTY COMMISSION
91 WEST MAIN STREET SUITE 101
BUCKHANNON, WV 26201

is authorized by this permit to inject sanitary wastewater to a UIC Class 5W32 subsurface distribution system.

FACILITY: Upshur County Youth Camp, 76 Youth Camp Rd., Selbyville, WV 26236

Any other waste streams, other than those provided in this permit are strictly prohibited. Any changes to the conditions, criteria and design standards outlined in Part II; Section B. Construction Requirements of this permit is prohibited.

Failure to pay the annual permit fee or any fees required by the West Virginia Code, Chapter 22, Articles 11 or 12, shall be cause for revocation of this permit. The annual permit fee of \$333 and a groundwater fee of \$15.00 (total \$348) are due upon receipt of the invoice which will be generated one month prior to the permit anniversary date. The permittee is responsible for providing an accurate, up to date billing address for ensuring receipt of the invoice. The permittee shall submit an annual report to the Director, summarizing the activities required by this permit. The report shall be submitted no later than January 31 every year.

Non-compliance with the terms of this permit shall be cause for revocation of Certification under the terms of Chapter 22, Article 12, and revocation of the permit under Chapter 22, Article 11 of the West Virginia Code.

This permit shall become effective on May 2, 2024. This permit and its authorization to inject shall remain in effect until midnight April 1, 2029, provided all terms of the permit are met.



Jeremy W. Bandy, Director
Division of Water and Waste Management
Department of Environmental Protection

PART I

A. RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit by which you are aggrieved to the State Environmental Quality Board by filing a NOTICE OF APPEAL on the form prescribed by such Board for this purpose, with the Board, in accordance with the provisions of Chapter 22 Article 11, Section 21 of the code of West Virginia within thirty (30) days after the date of receipt of the permit.

B. EFFECT OF PERMIT

The permittee is allowed to engage in underground injection in accordance with the conditions of this permit based on an approved permit application. The underground injection activity authorized by this permit shall not allow the movement of fluid containing any contaminant into any subsurface area other than that which is specified, described, and shown on maps included in the application and may not cause a violation of any primary drinking water regulation or any health-based limit promulgated under 40 CFR Chapter 1, Part 141, amended June 1991, of the Code of Federal Regulations, or of any water quality standard promulgated by the Division of Water and Waste Management. Any underground injection activity not authorized in this permit, or otherwise authorized by permit, is prohibited. Issuance of this permit does not convey property or mineral rights of any sort or any exclusive privilege, nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of local law or regulations. Compliance with terms of this permit does not constitute a defense to any action brought under Part C and the imminent and substantial endangerment provisions in Part D of the Safe Drinking Water Act (SDWA) or any other common or statutory law for any breach of any other applicable legal duty.

C. PERMIT ACTIONS

This permit can be modified, revoked, or terminated for cause as specified in Chapter 22, Article 11 (hereafter §22-11) and Chapter 22 Article 12 (hereafter §22-12) of the West Virginia Code and Legislative Rule, Title 47, Series 13 (hereafter 47CSR13). Also, the permit is subject to minor modifications for cause as specified in §22-11. The filing of a request on the part of the permittee for a permit modification, revocation and re-issuance, or termination, or the notification of planned changes, or anticipated noncompliance on the part of the permittee shall not stay the applicability or enforceability of any permit condition.

D. SEVERABILITY

The provisions of this permit are severable, and if any condition of this permit or the application of any provision of this permit to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of other provisions of the permit and the remainder of this permit shall not be affected thereby.

E. GENERAL REQUIREMENTS

1. Duty To Comply - The permittee shall comply with all applicable UIC Program regulations and conditions of this permit, except to the extent and for the duration such noncompliance is authorized by an emergency permit. Any permit noncompliance constitutes a violation of §22-11, and is grounds for enforcement action, permit termination, revocation and re-issuance, modification, or denial of a permit renewal application. Copies of UIC Program regulations (§22-11 and 47CSR13) may be obtained from the West Virginia Secretary of State's Office at <http://www.wvsos.com/csr/verify.asp?TitleSeries=47-13>. Permit noncompliance may also constitute a violation of Chapter 22, Article 12.

2. Need to Halt or Reduce Activity not a Defense - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Duty to Mitigate - The permittee shall take all reasonable steps to minimize or correct any adverse impact on health of persons or the environment resulting from noncompliance with this permit.

4. Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control and related equipment which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance include operator staffing and training, and laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of a back-up or auxiliary facility or similar system only when necessary to achieve compliance with the conditions of this permit.

5. Duty to Provide Information - The permittee shall furnish the Director, within a reasonable amount of time, any information which the Director may request to determine whether cause exists for modifying, revoking, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit. If the permittee becomes aware of any incomplete or incorrect information in the permit application or subsequent reports, the permittee shall promptly submit information addressing these deficiencies to the Director.

6. Inspection and Entry - The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under conditions of this permit.
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit.

c. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.

d. Sample or monitor, at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by §22-11, any substances or parameters at any location.

7. Penalties-- Any person who violates a permit requirement is subject to civil penalties, criminal penalties, fines and other enforcement actions authorized under §22-11 or §22-12 of the West Virginia Code.

8. Transfer of Permits - This permit is not transferable to any person unless approval is given by the Director and the requirements of §22-11 and 47CSR13 are satisfied. The Director may require modification or revocation of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

9. Signatory Requirements- Only a duly authorized person may sign documents and reports associated with this permit.

a. All reports required by this permit and other information requested by the Director shall be signed as follows:

- 1) For a corporation, by a responsible corporate officer of at least the level of vice president,
- 2) For a partnership or sole proprietorship, by a general partner or the proprietor, or
- 3) For a municipality, State, Federal, or other public agency, by either a principal executive or a ranking elected official.

b. A duly authorized representative of the official designated in paragraph (a) above may sign only if:

- 1) The authorization is made in writing by a person described in paragraph (a) above, and
- 2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, and,
- 3) The written authorization is submitted to, and approved by, the Director.

c. If authorization under paragraph (b) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph (b) of this section must be submitted to the Director prior to, or together with, any reports, information or applications to be signed by an authorized representative.

- d. Any person signing a document under paragraph (b) of this section shall make the following 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 the information to be true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

10. Confidentiality of Information - In accordance with §22-11, Section 9, the Director and the DWWM shall protect any information (other than effluent data) contained in such permit application form, or other records, reports, or plans as confidential upon a showing by any person or entity that such information, if made public, would divulge methods or processes entitled to protection as trade secrets of such person or entity.

11. Reapplication - If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must submit a complete application for a new permit, along with the appropriate permit application fees, at least 180 days before this permit expires.

PART II

A. RECORD RETENTION

1. Required Records - The permittee shall retain records of all information required by this permit for a period of at least three (3) years from the date of sample, measurement, report, or application, as set forth in 47 CSR 13 14.12.j.2.

All environmental measurements required by the permit, including, but not limited to, measurements of pressure, temperature, mechanical integrity, and chemical analyses shall be done in accordance with state guidance on quality assurance. All analysis must be performed by a West Virginia certified laboratory.

2. Disposal of Records - The permittee shall retain records in accordance with 47 CSR 13 14.12.j.2.

B. CONSTRUCTION REQUIREMENTS

1. Construction Requirements

- a. The subsurface injection system or distribution system shall be constructed and will be maintained as described in this permit. Any additions, modifications or alterations to the system must be communicated to the Director thirty (30) days prior to the specific action taken.
- b. Roof downspouts, foundation drains, area drains, storm sewers, combined sewers or appurtenances thereto, or any sewer or device carrying or discharging storm water, surface water, groundwater or cooling water or any other injectate not authorized by this permit shall not be connected to this system.
- c. The sites of the initial and/or reserve drain fields shall not be covered by asphalt or concrete or subject to vehicular traffic or any activity, which would adversely affect the integrity of the system. These sites shall be maintained so that they are free from encroachments by accessory buildings and additions to the main building.
- d. Barriers shall be installed to prevent vehicular traffic from crossing the disposal system.
- e. Trees and shrubs shall not be planted within ten (10) feet of the perimeter of the disposal area, but may be planted on fill extensions. All trees and shrubs shall be located to prevent root intrusion into the disposal area and other components of the system.

2. Injection Formation - The distribution system will be constructed and will be operated to facilitate placement of injection fluids into the injection horizon (regolith).

3. Injection Fluids - The permittee shall inject only effluents which have been described in the permit and authorized by the Director and which have been treated as prescribed in this permit.

a. The fluid to be injected underground is the effluent from a subsurface distribution system used only for the treatment of sanitary wastes.

b. The permittee shall not inject any gasoline, benzene, naphtha, fuel oil, antifreeze, organic solvents, other flammable or explosive liquids, solids, or gases, or any other types of wastes except for those wastes expressly authorized by this permit.

c. The permittee shall not inject any hazardous or toxic substances, such as drop-in sanitizers or deodorizers containing dichlorobenzene, etc., or any other fluid that may be harmful to human health.

4. Injection System Closure and Financial Responsibility - The permittee will maintain adequate financial resources to properly close, plug, and abandon the underground injection well or distribution system at the end of its useful life in accordance with the permit, any additional requirements set forth in this permit, and all applicable state, local, or federal laws. Proper abandonment procedures must be adhered to in order to eliminate the potential for the well or distribution system to act as a conduit for contaminants, which may endanger Underground Sources of Drinking Water (USDW's).

C. MONITORING REQUIREMENTS -

1. Sampling and Methods - Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. The method used to obtain a representative sample of the fluid or sludge to be analyzed and the procedure for analysis of the sample shall be in accordance with the following accepted test procedures.

A laboratory certified by the DWWM must analyze all samples. You may obtain a copy of the state certified laboratories by contacting the Quality Assurance Program at 304-926-0495 or you can download a copy at the website address: www.dep.wv.gov. The laboratories can sample and test or provide sampling and preservation instructions at your request.

2. Monitoring Reporting - The permittee shall submit the results of all sludge and visual/olfactory monitoring data annually, or upon request of the Director. Sampling reports for specified parameters shall be submitted by the 25th day of the following month.

3. Monitoring Requirements -

a. The discharge system shall be monitored monthly through visual and olfactory inspection to ensure the system is operating properly. If the odor of sewage is detected, or there is seepage on the surface of the drainfield, it must be reported immediately to the Director.

b. The permittee shall keep a monthly log of the inspections on forms provided with this permit which shall denote the time and date when inspections of the system were made, an indication as to whether any problems in operations were observed, and the name of the person making the inspection.

c. The sewage tank shall be measured at least once each year to determine the depth of the sludge. If the sludge occupies 33% (1/3) of the volume of the tank as measured from the bottom of the tank to the bottom of the outlet, the tank must be pumped by a certified seepage hauler/pumper. In no circumstance shall the sewage tank(s) be in use longer than five years without being pumped.

d. The monthly inspection log and the yearly sludge measurement must be reported to the Director on the yearly report as outlined in this permit.

e. Any facility that prepares food must utilize a grease trap within their subsurface distribution system and shall inspect the grease trap monthly to ensure that it is working properly. The grease trap shall be maintained by cleaning the trap and removing all excess grease and solids semi-annually.

IMPORTANT: Decomposing wastes in the septic tanks produce toxic gases, which can overcome a human in a matter of minutes. When working on a septic tank be sure the area is well ventilated and that someone is standing nearby for safety reasons.

D. REPORTING AND NOTIFICATION REQUIREMENTS

1. Reports - Copies of all reports and notifications required by this permit shall be signed and certified in accordance with the requirements of this permit and shall be submitted to the Director at the following address:

Department of Environmental Protection
UIC Program
Division of Water and Waste Management
601 57th Street SE
Charleston, West Virginia 25304-2345

2. Annual Report - The permittee shall submit an annual report to the Director, summarizing the results of injection well or distribution system operation and monitoring required by this permit. The annual report shall run calendar year and be submitted no later than January 31 each year.

3. Certification Document - Within thirty (30) days of receipt of this permit, the permittee shall report to the Director that he or she has read and is personally familiar with all terms and conditions of this permit.

4. Commencing Injection - The operator of a new injection well or distribution system may not commence injection until construction is complete, and:

- a. The permittee has demonstrated to the Director that the injection well or distribution system has been constructed as authorized in this permit; or
- b. The Director or authorized representative has inspected or otherwise reviewed the new injection well or distribution system and finds it is in compliance with the conditions of the permit; or
- c. If the permittee has not received notice from the Director of his or her intent to inspect the injection well or distribution system within thirty (30) days of the receipt of this permit, then the inspection required in Section D paragraph 4(b) of this permit, is waived and the permittee may commence injection.

5. Emergency and Noncompliance Reporting -

a. The following shall be orally reported immediately, when the permittee becomes aware of the circumstances, to the Director of the Division of Water and Waste Management, Department of Environmental Protection, in accordance with 47CSR13, Section 14.6.d and 14.12.1.6. by using the Department of Environmental Protection's Emergency Notification Number: 1 (800) 642-3074 (This is the spill line required by law).

- 1) Any monitoring or other information, which indicates that any contaminant may cause an endangerment to a USDW.

- 2) Any noncompliance with a permit condition, or malfunction of the injection system which may cause fluid migration into an unauthorized formation.
- 3) Any non-compliance that may endanger public health or the environment.
- 4) Any discharge which may pollute the surface waters of the state.

b. A written submission shall also be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance, including the nature and volume of the waste if applicable, and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent re-occurrence of the noncompliance.

6. Anticipated Noncompliance - The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements.

7. Other Noncompliance - The permittee shall report all other instances of noncompliance not reported at the time monitoring reports are submitted.

8. Planned Changes - The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility and apply for a modification permit.

E. CLOSURE REQUIREMENTS

The permittee shall notify the Director at least forty-five (45) days prior to the closure of the injection well or distribution system by submitting the Pre-Closure Notification form.

F. TEMPORARY ABANDONMENT

The permittee shall notify the Director within thirty (30) days of the temporary abandonment of the injection well or distribution system. Temporary abandonment may occur for a period of no longer than one hundred eighty (180) days after which time the permittee shall close the injection system as stipulated by this permit unless:

- a. The Director has been notified by the permittee, and;
- b. The permittee has described actions or procedures, which are deemed satisfactory by the Director, that he or she will take to ensure that the injection well or distribution system will not endanger USDWs during temporary abandonment.

G. SEWER CONNECTION

In the event a public sewer system should be installed within a reasonable distance of the facility, as determined by the Director, the injection well or distribution system shall be closed in accordance with the approved closure plan stipulated in Part II, Section E of this permit, and the facility shall be connected to the public sewer within thirty (30) days of the public sewer system's ability to accept waste.

Construction Requirements

Injection Point No.	Latitude	Longitude
001	38° 45' 37.0800"	80° 14' 12.1200"

Construction Requirements for Injection Point 001

This permit authorizes the discharge of "solely sanitary waste" defined as liquid or solid wastes originating solely from humans and human activities, such as wastes collected from toilets, showers, wash basins, sinks used for cleaning domestic areas, sinks used for food preparation, and sinks where food and beverage serving dishes, glasses, and utensils are cleaned. Sources of these wastes may include single or multiple residence, hotels, and motels, restaurants, bunkhouses, schools, ranger stations, crew quarters, guard stations, campgrounds, picnic grounds, day-use recreation areas, other commercial facilities, and industrial facilities provided the waste is not mixed with industrial waste.

Any change, modification of the approved system design listed, or additional waste water connections is prohibited without prior approval from the WV Department of Environmental Protection (WVDEP), DWM and the Upshur County Health Dept. or WV Office of Environmental Health Services (OEHS). In addition, changes to the groundwater protection plan (GPP) for this site must be approved by the WVDEP prior to being implemented.

This septic system was installed prior to the requirement of having to be permitted by the health department.

This is a brand new UIC permit for a youth camp in Upshur County that will occupy appx. 800 people during the summer months and less than 10 during the off-season months. This is a conventional system with a design flow of 5,000 gallons per day (GPD). A sampling port or distribution box with accessway is/will be installed on this septic system and will be located after the septic tank and before the leach field.

*It is unknown if a grease trap will be installed and plumbed to encompass the kitchen sink wastewater. Utilizing a grease trap has been highly suggested to the permittee and if used will help maintain the septic system to better trap out fats, oils and grease (FOG).

SEPTIC TANK(S) INFORMATION: Material is concrete, liquid capacity is 7,500 gallons, length is 20 ft. and depth is 8 ft. The distance to the nearest dwelling is 300 yards, nearest water supply is 420 yards with a public water supply, and 420 yards to the nearest property line.

SOIL ADSORPTION SYSTEM: Drain line material is 4 in. PVC and gravel with trench width of 24 in. and depth of 18 in. The total adsorption area in trench bottom is 1,000 linear sq. ft. The diameter of drain line is 4 in. with gravel filter media. There are 10 drain lines each measuring 100 ft. long. The depth of filter media over the drain line is 8 in. The distance of disposal field to the nearest dwelling is 375 yards, nearest water supply is 500 yards and is public supply, and the nearest property line is 500 yards.

The drain field areas shall be protected from vehicular traffic, buildings, trees, roof drains, area drains, or any other component that may endanger the drainage area.

Monitoring Requirements**Monitoring Requirements for Injection Point 001**

*Sampling for this facility is required semi-annually.

Water samples shall be collected from the sampling port or distribution box. Sample analysis must be performed by a state certified laboratory. A list of state certified laboratories may be obtained by visiting WVDEP's website at <https://dep.wv.gov/WWE/Programs/lab/Pages/default.aspx> or by calling the DWWM at (304) 926-0495. The laboratories can sample and test or provide sampling and preservation instructions at your request. The facility owner/operator is required to keep a log containing the date and time the grease trap was cleaned, the volume (in gallons) of FOG removed, the method of disposal and receipts from the pumper.

Oil and/or grease from this septic system is prohibited for land application.

Any facility that prepares and serves food must have a grease trap installed as part of the subsurface distribution system. The facility operator must inspect the grease trap monthly to ensure that it is working properly. The grease trap shall be maintained by cleaning the trap and removing all excess grease and solids prior to FOG in the trap reaching 25% liquid depth or at a minimum of twice a year. The enclosed grease trap inspection report shall be completed during each cleaning and submitted to the WVDEP.

Injection Point No.: 001 *
 Latitude: 38° 45' 37"
 Longitude: 80° 14' 12"

INJECTATE PARAMETER	PERMIT		SAMPLING FREQUENCY	SAMPLE TYPE
	LIMIT	UNITS		
00310 BOD, 5-Day 20 Deg.C	5	mg/l	1/6 months	Grab
00530 Total Suspended Solids	50	mg/l	1/6 months	Grab
00552 Oil and Grease, Hexane EXTR.	Report Only	mg/l	1/6 months	Grab
00600 Nitrogen, Total (as N)	10	mg/l	1/6 months	Grab
74055 Coliform, Fecal	Report Only	Cnts/100ml	1/6 months	Grab

* Sample must be taken at the last accessible sampling point prior to the waste fluids being released into the subsurface environment through a class 5 injection well.

Closure Requirements**Closure Requirements for Injection Point 001**

The permittee shall notify the Director of Division of Water and Waste Management at least forty-five (45) days prior to the closure of the injection well(s) or distribution system by submitting the pre-closure notification form. Closure shall be completed in accordance with the following closure plan:

1. If the nature of business conducted at the facility so dictates, as determined by the West Virginia Department of Environmental Protection/DWWM that sampling of the tank's contents is not required, then all liquid and sludge must be removed from the septic tank by the certified septage hauler. The septage hauler's name, company name, certification number issued by the Health Department, and septage hauler's contractor license number must be provided on the closure affidavit.
2. The septic tank shall be removed from the ground, or the tank may remain in the ground, provided that the tank be completely filled with clean inert material (eg. sand, gravel, concrete). The area should be restored back to its original conditions/contour. If a representative of the Director is not available to witness the closure of the injection well(s) or subsurface distribution system, then the permittee is required to complete and return the enclosed notarized affidavit to the Director of the DWWM within (30) thirty days of closure.
3. If any soil and/or groundwater samples collected indicate contamination, additional excavation, sampling, and disposal may be required until all contamination attributable to the injection practice is removed.

On-site Sewage Disposal System Pre-Closure Notification Form

Instructions

You must complete this form to notify the West Virginia Department of Environmental Protection, Division of Water and Waste Management that you intend to close an Underground Injection Control (UIC) Class 5 well at your facility.

You may complete one form for more than one of the same types of Class 5 well at each facility. For example, if you will be closing two drywells that are of similar construction at your facility, you may use one form.

The numbers below correspond to the numbers on the form:

1. This is the 9-digit number assigned by the WVDEP DWWM at the time of application.
2. This is the name of the person or corporation who holds the permit identified in Number 1.
3. This is the name of the facility where the well(s) is located.
4. This is the physical address of the facility where the well(s) is located. If there is no street address for the facility, provide the route number or locate the well(s) on a map or give co-ordinates for each well.
5. This is the mailing address of the entity identified in Number 2.
6. Legal Contact and phone number.
7. Provide the number of Injection points to be closed at this facility.
8. Mark an "X" in the appropriate box to indicate the type of Onsite Sewage System.
9. If the year the system was constructed is unknown, please provide the length of time that your business has been at the location and using the well(s).
10. Mark an "X" in the appropriate box(es) to indicate the type of closure planned.
11. Insert the date when the system will be closed – The permittee shall notify the Director at least 45 days prior to closure by submitting the Pre-Closure Notification Form.
12. Name and date of preparer.

The purpose of this form is to function as a means for the permittee to serve notice to the Director of the Division of Water and Waste Management, West Virginia Department of Environmental Protection of his/her intent to close a Class 5 well system, in accordance with (47CSR13). According to 47CSR13, you must notify the Director of the Division of Water and Waste Management at least forty-five (45) days in advance of your intent to close and abandon your well(s) in accordance with the terms and conditions specified in the permit.

Class V Onsite Sewage Disposal System
Pre-Closure Notification Form
West Virginia Department of Environmental Protection
Division of Water and Waste Management/Underground Injection Control Program

1. Underground Injection Control Permit Number: _____
2. Permittee: _____
3. Name of Facility: _____
4. Address of Facility: _____
5. Address of Permittee: _____
6. Legal Contact: _____ Telephone Number: _____
7. Number of Injection Points: _____
8. Well Construction (Check all that apply):
- ☐ Septic Tank ☐ Alternative System ☐ Package Plant ☐ Drainfield/Leachfield
- ☐ Other Describe: _____
9. Year Constructed: _____
10. Type of Onsite Sewage Disposal System Closure (Check all that apply):
- ☐ Sample Fluids/Sediments ☐ Pump Out Tank ☐ Disposal of remaining fluids/sediments
- ☐ Install Permanent Plug ☐ Remove septic tank and any contaminated soil
- ☐ Other, Describe: _____
11. Proposed Date of Closure: _____
12. Name of Preparer: _____ Date: _____

Underground Injection Control Permit

CLOSURE NOTIFICATION

West Virginia Department of Environmental Protection

Division of Water and Waste Management

Permit ID: 1561-23-097

Permittee Name: UPSHUR COUNTY COMMISSION

In accordance with Part II, Section D.10, I hereby submit this affidavit certifying that closure of the injection point(s) described in this Permit has been conducted per closure plans as stipulated.

"I certify under penalty of law that (identify injection points and state nature of closure action)

_____ has been performed in accordance with the closure requirements stipulated in Part II, Section D.10 of this Permit. I have personally verified and am familiar with the information submitted in this document and all attachments and that, based upon 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 fines and/or imprisonment."

Signature

Name and Title (Type or Print)

Date

Sworn and subscribed to before me this _____ day of _____, 20_____

_____, my commission expires _____

(Seal)

Underground Injection Control Permit

CERTIFICATION DOCUMENT

West Virginia Department of Environmental Protection
Division of Water and Waste Management

Permit Id: 1561-23-097

Permit Name: UPSHUR COUNTY COMMISSION

In accordance with Part II, Section D.3, Reporting and Notification Requirements, I hereby certify that I have read and am personally familiar with all the terms and conditions of this permit.

I understand that the underground injection of any waste streams other than those provided for in this Permit is strictly prohibited. I understand that failure to pay the Annual Permit Fee or any other associated fees required by West Virginia Code, Chapter 22, Articles 11 and 12 shall be cause for revocation of this Permit. I understand that any changes to the conditions, criteria, or design standards outlined in Part II, Section B, as Construction Requirements, of this permit is prohibited. I further understand that reporting is required, and noncompliance with the terms of this permit will be cause for revocation of the permit and subject me to significant penalties including the possibility of fines and imprisonment.

Signature

Name and Title (Type or Print)

Date

UIC CLASS 5
ANNUAL REPORT

Facility Name: Upshur County Youth Camp

UIC Permit Number: 1561-23-097

Beginning Month and Year: _____

	Inspection Date	Odor (Yes/No)	Septic Visible (Yes/No)	Inspector's Signature
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

SLUDGE MEASUREMENT

Sludge Depth: _____ \div (Total Fluid Depth + Sludge Depth) _____ x 100 = _____

Date of Measurement: _____ Was the tank pumped? _____ Yes _____ No

Name of Pumper: _____

Pumper's Certification #: _____ Date Pumped: _____

Pumper's Signature: _____

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 the information to be true, accurate and complete. I am aware there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Name(Please Print) _____ Title _____

Signature _____ Date _____

USE BACK OF FORM FOR ADDITIONAL COMMENTS OR OBSERVATIONS

Department of Environmental Protection
601 57th Street SE Charleston,
WV 25304-2345
Phone: (304) 926-0495

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit of which you are aggrieved to the Environmental Quality Board by filing a NOTICE OF APPEAL, on the form prescribed by such Board for this purpose, in accordance with the provisions of Section 21, Article 11, Chapter 22 of the Code of West Virginia within thirty (30) days after the date of receipt of this permit.

GREASE TRAP INSPECTION REPORT

The purpose of this checklist is to offer a general format to follow during inspections. All grease traps must be inspected and listed on this form. Return this form with the annual reporting form.

Facility Name/Address: _____

Telephone Number: _____

Is there a Grease Trap/Interceptor inside the building? Yes No
 Location _____ Size _____
 Condition (structural) _____ (operational) _____
 Observations/Comments: _____

How many Grease Traps are there? (Circle one): 1 2 3 4

Tank Number: _____

Describe Tank Location: _____

Comments: _____

Size of tank: _____ gallons How was it determined? _____

Baffle? ☐ No ☐ Yes - If yes, can all compartments be cleaned? ☐ No ☐ Yes

Inlet Pipe: Visible? ☐ No ☐ Yes Depth: _____ ft. Condition: _____

Outlet Pipe: Visible? ☐ No ☐ Yes Depth: _____ ft. Condition: _____

What method are you using? ☐ clear plastic pipe ☐ measuring stick ☐ other

*Depth from Bottom of Outlet Pipe to Bottom of Tank: _____ ft. (A)

*Thickness of Floating Grease Blanket at Top of Liquid Surface: _____ ft. (B)

*Thickness of Settled Material on Bottom of Tank (if measurable); _____ ft. (C)

*Depth from Bottom of Outlet Tee to Bottom of Tank: _____ ft. (D)

Is (B) above greater than 25% of (A) above? ☐ Yes ☐ No

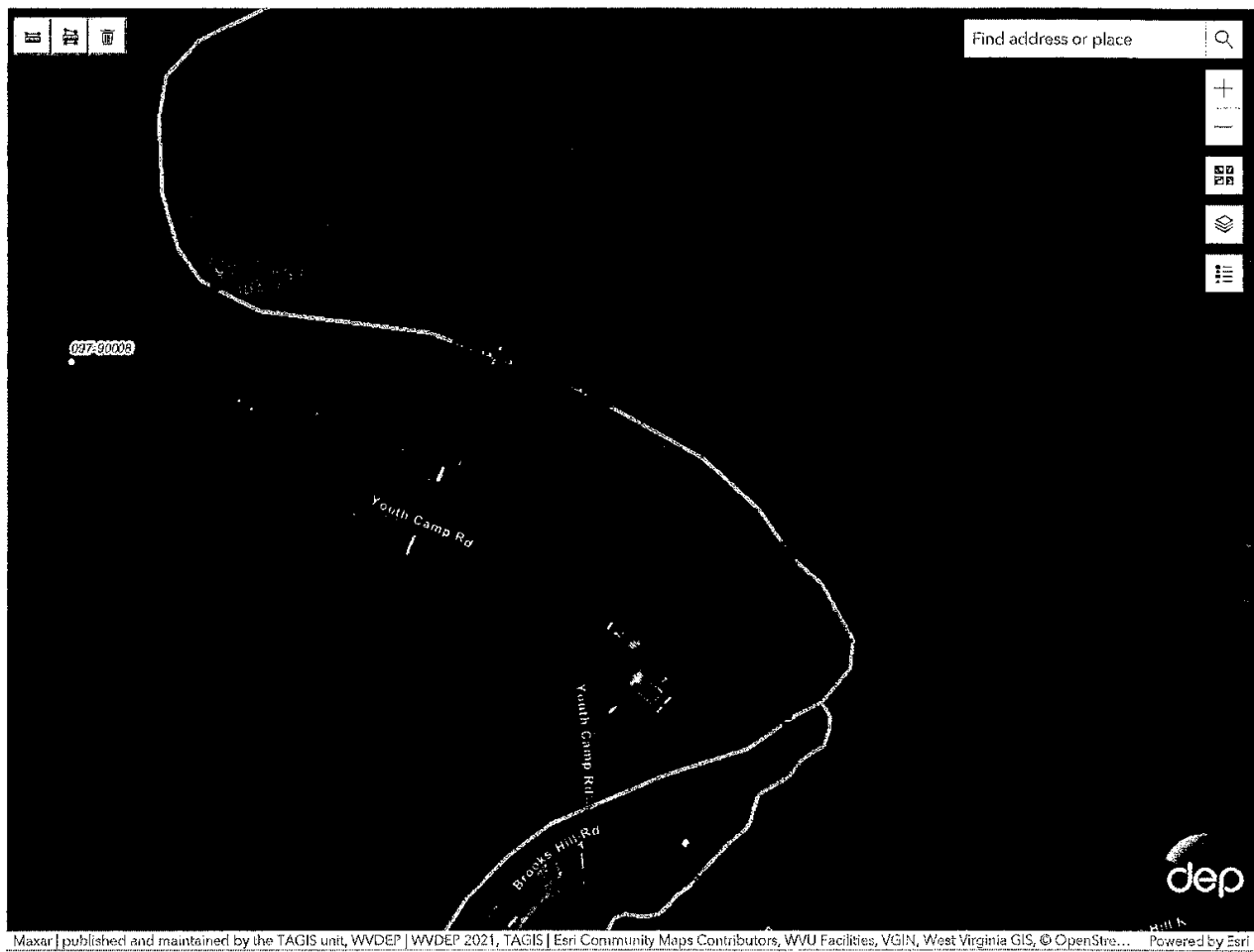
Is (C) above greater than 25% of (D) above? ☐ Yes ☐ No

If either condition is marked "Yes", the grease trap requires maintenance.

Indicate the date the grease trap is cleaned. Date Cleaned: _____ Initial: _____

 Facility Representative

 Date Inspected



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

ORDER ADOPTING ENFORCEMENT AGENCY FINDINGS

Case Number: 020824-02 (Bailey)

Property in Warren Tax District – Tax Map 5B – Parcel Number 11

The County Commission of Upshur County, West Virginia ("Upshur County Commission") hereby finds and declares as follows:

1. The Upshur County Safe Structures and Sites Ordinance ("Safe Structures Ordinance") provides a mechanism for the Upshur County Commission, in connection with the Enforcement Agency, to take certain action with respect to qualifying property within the Upshur County limits;

2. Such action includes but is not limited to requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, exclusive of buildings utilized for farm purposes on land actually being used for farming;

3. Pursuant to the Safe Structures Ordinance, the following property owner or person(s) responsible for the property listed below was mailed via certified mail and accepted the Enforcement Agency's petition on March 22, 2024. This property is in repeat violation of the Safe Structures Ordinance as was brought before the Board beginning January 13, 2022 and case closed June 9, 2022.

Gary Dwayne Bailey
1132 Claypool Hollow Road
Buckhannon, WV 26201

4. Pursuant to Section 4.2 of the Safe Structures Ordinance, property owner(s) or person(s) responsible for the subject property were required to respond to the Enforcement Agency's petition within twenty (20) days of service to request a hearing before the Upshur County Commission. Therefore, the property owner(s) or person(s) responsible for the property would have had to have submitted a request for hearing on or before April 11, 2024 in order for such a request to have been timely made; and

5. The property owner(s) or person(s) responsible for the property failed to request a hearing before the Upshur County Commission within the required timeframe.

6. The Commission reviewed the Petition for Order during a regularly scheduled Commission Meeting held on Thursday, March 28, 2024 and again on April 25, 2024;

7. After reviewing relevant evidence, the Upshur County Commission, by majority vote, hereby finds that the property at issue:

- (a) Is unfit for human habitation due to dilapidation, whether the result of natural or manmade force or effect, which would cause the dwelling or other buildings to be unsafe, unsanitary, dangerous and/or detrimental to the public safety or welfare;
- (b) Has defects that increase the hazard of fire, accidents or other calamities, whether the result of natural or manmade force or effect, which would cause the dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare;
- (c) Has other conditions prevailing therein whether used for human habitation or not, and whether the result of natural or manmade force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

WHEREFORE, it is hereby **ORDERED** that the property owners take the following action with respect to the property at issue:

1. Storage or removal and proper disposal of any salvage material and unlicensed vehicles. If items remain on the property, they must be placed within an enclosed building.
2. Remove all refuse, debris, scrap metal and household items and either dispose of or store in an enclosed building.
3. Remove and dispose of the remnants of the trailer and camper located on the property.
4. The Commission moved to provide the property owners with thirty (30) calendar days to have all debris, trash, ferrous and nonferrous materials and unlicensed vehicles removed from the property or stored within enclosed buildings. The thirty (30) calendar days expire on May 25, 2024.
5. Upon expiration of the thirty (30) days and commencing on May 26, 2024, a daily civil penalty in the amount of fifty dollars (\$50) will be imposed upon the property owner and will continue and not terminate until compliance has been met. The owner of the real and personal property will be severally liable for the daily penalty amounts that accrue for the property located in Warren Tax District - Tax Map 5B - Parcel Number 11.
6. The Commission further requests for Compliance Officer Gregory B. Harris to visit the property at the conclusion of the thirty (30) days and provide photographs and a report to the Commission regarding the conditions of the property.
7. The Commission will discuss the status of the property during a regularly scheduled Commission Meeting to be held on May 30, 2024 at 9:15 a.m. in Room 301 of the Upshur County Courthouse Annex, 38 West Main Street, Buckhannon, WV 26201.
8. Photographs of the property taken on May 28, 2024 will be entered as "Exhibits".

It is further **ORDERED** that the Clerk of the Upshur County Commission shall serve attested copies of this order to the property owner(s) and person(s) responsible for the property.

Gary Dwayne Bailey
1132 Claypool Hollow Road
Buckhannon, WV 26201

NOTE: Failure to abide by this Order may subject the property owner to imposition penalties in accordance with the Upshur County Commission Safe Structures Ordinance.

The motion in favor of the foregoing Order was made by Commissioner _____, seconded by _____ and unanimously adopted.

WHEREUPON, Samuel R. Nolte, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this 25th day of April, 2024.

Samuel R. Nolte, President

Kristie G. Tenney, Commissioner

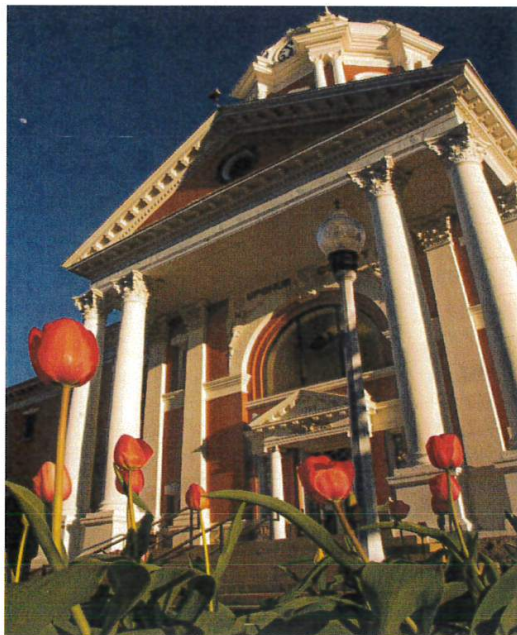
Douglas K. Bush, Commissioner

ATTEST:

Carol J. Smith, County Clerk

West Virginia Court Security Fund

GRANT APPLICATION – FY 2025
FOR THE UPSHUR COUNTY COMMISSION



WV DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES

1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
Telephone (304)558-8814
FAX (304) 558-0391

WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES / JUSTICE & COMMUNITY SERVICES COURT SECURITY FUND GRANT PROGRAM	GRANT APPLICATION PAGE – 1
1. Applicant: <u>Upshur County Commission</u> Address: <u>91 West Main Street, Suite 101</u> <u>Buckhannon, WV 26201</u> Phone/Fax: <u>304.472.0535</u> FEIN# <u>55-6000406</u>	5 Grant Funds Requested: \$: <u>\$51,813.</u>
2. Project Director: <u>Cindy Hughes</u> Address: <u>91 West Main Street, Suite 101</u> <u>Buckhannon, WV 26201</u> Phone/Fax: <u>304.427.0535 ext. 3</u> Email: <u>chughes@upshurcounty.org</u>	6 Authorized Official: Samuel R. Nolte Address: <u>91 West Main Street, Suite 101</u> Phone/Fax: <u>304.472.0535</u> Email: <u>smolte@upshurcounty.org</u>
3. Fiscal Officer: <u>Tabatha Perry</u> Address: <u>91 West Main Street, Suite 101</u> <u>Buckhannon, WV 26201</u> Phone/Fax: <u>304.472.0535 ext. 2</u> Email: <u>tperry@upshurcounty.org</u>	7 Project Period: Beginning Date: <u>July 1, 2024</u> Ending Date: <u>June 30, 2025</u>
4. Geographic Area Served: <u>Upshur County</u> Population: <u>23,712(Census 2022)</u>	8 Type of Application: <input checked="checked" type="checkbox"/> Initial <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
9. Project Title and Description: <u>Court Security Upgrades</u>	
10. Certification: <p>To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body, and the applicant will comply with the attached Special Conditions and Assurances if grant assistance is provided.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> Authorized Official: <u>Samuel R. Nolte</u> <small>COUNTY COMMISSION PRESIDENT</small> </div> <div style="width: 45%;"> Title: <u>Upshur Co. Commission President</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> Signature: _____ <small>(ORIGINAL SIGNATURE)</small> </div> <div style="width: 45%;"> Date: _____ </div> </div>	

COURT SECURITY FUND	ITEMIZATION OF FUNDS BY CATEGORY PAGE 2		
Applicant:	Local Matching Funds (If Applicable)	Grant Funds Requested	Approved (JCS Use Only)
<u>Personnel/Contractual</u> UNALLOWABLE <u>Travel/Training</u> UNALLOWABLE <u>Equipment</u> (ITEMS COSTING MORE THAN \$5,000) Priority 1: Duress Alarm Replacement Priority 3: Body Cameras Priority 4: PC Upgrades to Support Cameras Priority 6: Cameras in Parking Lot <u>Other</u> Priority 2: X-ray Inspection/Warranty Priority 5: New Monitors in Sheriff's Office and Probation Priority 7: Speaker Microphones for Bailiffs	NO MATCH REQUIRED	\$0 \$0 \$13,500. \$12,420. \$10,339. \$9,849. \$4,850. \$474. \$381.	
Total Local Funds		\$51,313.	
Total Grant Funds			
Total Approved Project			

COURT SECURITY FUND		BUDGET SUMMARY PAGE 3	
Applicant:		Federal Employer Identification Number:	
Category	Court Security Funds (A)*	Matching Funds (if applicable) (B)	Total Funds (A + B)
Personnel/ Contractual	-0-		
Travel/Training	-0-		
Equipment	\$46,108.	0	\$46,108
Other	\$5,705.	0	\$5,705.
Total Budget	\$51,813.	0	\$51,813.

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

All funds must be rounded to the nearest whole dollar.

COURT SECURITY FUND	BUDGET NARRATIVE PAGE 4
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Provide here a justification and detailed explanation of the budget items shown on pages 3 and 4. (Add pages if necessary) This should contain criteria and data used to arrive at estimates and costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved. **A prioritized listing of equipment needed to improve the security of the court facilities in the county, including cost estimates for such equipment. Please provide an explanation of additional staffing needed, if any, for requested equipment. (Court Security Funds will not pay for the additional personnel needed, if any, for the equipment).**

Priority 1. Equipment: Duress Alarm Replacement. The Upshur County Commission contracted with Fire Protection Contractors Brewer & Company of WV, Inc. to install duress alarms with a WAVE Plus Instant Notification System in 2017. This system is located throughout various offices in the Courthouse, Annex and Administrative Annex. Notifications are transmitted to the Sheriff's Department and E911 Communication Center without delay. Since their initial installation in 2017, the duress alarms have experienced some breakage involving the plastic case that holds the alarm and adheres it to its plastic base, which are mostly located under counters and desktops. Some alarms have been damaged when batteries are changed, when the plastic cover is removed and then replaced, possibly due to the age of each unit. The alarms still function in the event of an emergency, but many are taped into their proper location, instead of latching into their bases. The Court Security Advisory Board is requesting a full replacement, including installation and programming, of duress alarm buttons with a one-time battery replacement in each button and base unit after their installation, which typically occurs at 24 months. \$13,500.

Priority 2. Other: X-ray Inspection Warranty. The X-ray machine, located in the Courthouse Annex, is located at main point of entry into the Courts. The public, staff, visitors, etc. are all screened through this machine prior to entering into the Court location upstairs. The X-ray machine was purchased in 2021 and is in need of a preventative maintenance inspection and radiation survey to assess its accuracy and to ensure its effectiveness in keeping the courts and other patrons who enter the building safe. The contract will include a 1-year plan for unlimited corrective maintenance visits, a preventative maintenance inspection and a radiation survey. \$4,850.

Priority 3. Equipment: Body Cameras for Bailiffs. The Upshur County Commission is requesting the purchase of Body Cameras for each of the three (3) Court Security Bailiff's, including Magistrate Court, Circuit Court and Family Court. Video as a Service is a subscription-based service that can provide evidence collection and management tools to capture, record, store and manage data that could be useful in a Court setting. The Court Security Advisory Board views the use of body cameras as a beneficial tool to add to and enhance the security of our Court System. The cost of 3 body cameras with a 5-year video manager and unlimited cloud storage system is \$12,420.

Priority 4. Equipment: PC Upgrades to Support Camera Systems. Dependable camera views are an essential way to maintain safety within the Court system. The Upshur County Courthouse and Annex have multiple cameras views that are monitored by Court Security staff and the E-911 Telecommunications Center. The cameras are supported by PC's that are very old and were received second-handed several years ago. The Court Security Advisory Board desires to replace the current PC's with new ones in order to maintain this absolutely crucial piece of equipment that supports the basis of the security plan. A total of 8 Dell Optiplex Micro PC's with Dual 27" LCD Monitors is being requested to replace outdated models in the following locations: Circuit Court, Judge's Office,

Magistrate Clerk's Office, Magistrate's Office, Sheriff's Exterior Back Door, Court Security located in the Courthouse and in the Courthouse Annex. \$10,339.

Priority 5. Other: New Monitors for Camera Views. Clear, concise camera views are essential to properly monitor activity occurring at specified locations. The Sheriff's Department have three (3) 32-inch monitors mounted on the wall within the department. Two (2) of the monitors are dark and have a poor picture quality. Their age is unknown, but the quality of the pixel imagery is lacking. The same is for the 32-inch monitor located in the Probation/Drug Court area, located in the basement of the Courthouse. The Court Security Advisory Board is requesting funds to replace three (3) 32-inch monitors located in these two spaces. \$474.

Priority 6. Equipment: Cameras in Parking Lot. The Upshur County Commission acquired properties in 2022, behind the Courthouse and Annex, that housed dilapidated residential structures. The structures are actively being razed with the goal of creating additional parking. There is currently insufficient parking for judicial staff and those attending Court proceedings. Therefore, a need has arisen for camera views in the rear of the Courthouse and Annex in order for security personnel to be able to view and monitor the forthcoming parking areas. Without adding these additional three (3) camera views, the rear of the Courthouse will be vulnerable to suspicious activity. The Court Security Advisory Board feels it is necessary to request funds to add these views in order to achieve a cohesive overwatch for providing the utmost secure campus for staff and public visitors to the Courts and Courthouse. The three (3) cameras will be PTZ cameras with mounts. \$9,849.

Priority 7. Other: Remote Speaker Microphone for Court Security Bailiffs. Court Security Bailiffs play a vital role in maintaining order in the Courtroom. Communication is an important way to allow for cohesive and smooth transition of persons into and out of the Courtroom. The Court Security Advisory Board is requesting funds to purchase remote speaker microphones that contain an emergency button to improve the communication among the security team members. Four (4) speaker microphones are being requested. \$381.

COURT SECURITY FUND	GRANT APPLICATION
	PAGE 5

PROJECT DESCRIPTION INSTRUCTIONS

On a separate page(s), present and explain the project **using the following outline/format.**

COURT SECURITY PLAN

1. An assessment of the existing security measures in place and any problems or shortcomings with existing procedures.
2. A description of how the county responds to court security emergencies and whether the response is adequate.
3. A description and illustrated layout of the physical locations of court facilities around the county and a discussion of whether changes or consolidation of space could improve court security in the county.
4. An assessment of the training needs for bailiffs currently employed in the county or for additional bailiffs and the options for securing the necessary training.
5. A response to the court security audit performed by the West Virginia Supreme Court of Appeals or the United States Marshall Service.
6. Background of applicant including past experiences, capabilities, and why the grant is proposed; and
7. Justification for why your project should be funded.

GOAL(S)

A prioritized list of all substantial and concrete goals this project will attempt to achieve and the reasons why each of these goals can be met by the grantee. These goals may be both short and long range.

OBJECTIVE(S)

Specific statements of desired achievement which reflect project emphasis. Objectives should be clearly qualified, time-framed, and measurable in terms of planned levels of project performance to be achieved. The results of objectives must be specific not general and must be recognizable and understandable. Above all, objectives must be achievable and feasible within specific time frames.

IMPLEMENTATION (Key Activity/Milestones)

Describe the major activities necessary to implement the project including an operational schedule for the project. This should incorporate specific activities, services, and procedures to be followed, and how achievement will be documented. A milestone (grant) chart is recommended which provides a clear timeline estimating the time necessary for each phase of this project.

PROJECT ASSESSMENT (Evaluation)

Specify the indicators and measures to be used to assess the results of this project as well as the means of collecting data. The methodology for the collection and type of measurements are important and should be clearly defined at the beginning of the project. Be sure to state who will perform the assessment.

COURT SECURITY FUND	GRANT APPLICATION PAGE 6
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UPSHUR COUNTY COURT SECURITY PLAN

1. An assessment of the existing security measures in place and any problems or shortcomings with existing procedures:

The Court Security Advisory Board consists of members from each of the following offices: Circuit Court, Magistrate Court, Family Court, Prosecuting Attorney's Office, Circuit Clerk's Office, E911 Communication's Center, Probation Office, Court Security Department, and the Upshur County Commission Office. The Advisory Board has meets regularly to discuss evolving security needs of the facilities. With the assistance and expertise of JH Consulting, the Advisory Board has drafted a Court Security Plan, which highlights existing security measures for the Upshur County Courthouse and facilities, which includes video surveillance and duress alarms and makes recommendations for future security implementations. During the meetings with the Advisory Board, it was determined that a few security shortcomings exist.

The Commission has identified the following problems that can be addressed with this grant application:

Priority 1. Equipment: Duress Alarm Replacement. The current system is properly functioning however, since the initial installation of duress buttons in 2017, several have experienced breakage involving the plastic case that holds the alarm and adheres it to its plastic base, which are mostly located under counters and desktops. Many buttons are taped in place and not capable of being properly adhered to their bases.

Priority 2. X-ray Inspection/Maintenance Warranty. The current system is in need of an inspection and preventative maintenance visit in order to maintain the system's integrity, accuracy and ability to keep staff, the Courts, and public visitors safe.

Priority 3. Body Cameras for Bailiffs. The Court Security Advisory Board views the addition of body cameras in the Court setting as an enhancement to the current system. Currently, Bailiffs do not have access to this type of camera equipment.

Priority 4. PC Upgrades to Support Camera Systems. Dependable camera support is essential to allow security personnel and E-911 telecommunicators the ability to monitor campus security. Currently, camera support is in jeopardy of failing systems due to the age of the PC's utilized to support the cameras.

Priority 5. New Monitors for Camera Views. Clear camera views are essential for adequately monitoring activity and traffic within the Courthouse and Courtrooms. Currently, two (2) monitors located in the Sheriff's Department and one (1) located in the Probation area have poor picture views. They are dark and lack pixel clarity. This can be problematic when assessing situations, individuals, or activities on the camera views.

Priority 6. Cameras in Parking Lot. Although Judicial Circuits have expanded and security departments have been created, additional parking and office space have not. Parking has been very limited over the years. Therefore, the Commission recently acquired property in the rear of the Courthouse which is actively being razed and made into a parking lot. Staff and public visitors will be accessing the area on a daily basis reporting to and from Court. A concern identified is that there are

no camera views or monitoring of this area. This is a safety concern for individuals utilizing the parking area.

Priority 7. Remote Speaker Microphone for Court Security Bailiffs. Improving Court Security communications is very important. The addition of remote speaker microphones with an emergency button will enable communication among Court Security Bailiffs.

2. A description of how the county responds to court security emergencies and whether the response is adequate:

During an emergency, duress alarms that are hardwired to the Sheriff's office can be activated. The Wave Plus System immediately transmits a recorded message containing the activated alarm location using a radio frequency that is utilized by the Sheriff's Department, Buckhannon Police Department, and the WV State Police. This notification is also sent to the 911 Communication Center (less than a mile from the Courthouse) who then dispatches law enforcement. Immediate incident notification is the crucial first step in resolving emergencies as they occur, and this need is met with the duress system. Due to the age of the duress alarm buttons, the Board is requesting the replacement of the physical duress alarm buttons with this grant application.

Employees of the county were provided in-person active shooter training by a West Virginia State Police Corporal James K. Harris in February 2023. This is a training of employees to safeguard themselves and the public in the event of an active shooter threat. Corporal Harris visited offices and provided instructional information on how to react in an active shooter situation that was tailored to each particular office. Information was also provided/recommended as to what could be done to deter or slow down an active shooter.

3. A description and illustrated layout of the physical locations of court facilities around the county and a discussion of whether changes or consolidation of space could improve court security in the county:

A few years ago, the layout of the courthouse annex has changed to accommodate the addition of a second Circuit Court Judge. The Second Circuit Court Judge is located in the former Family Court office; in an effort to keep the Family Court offices in the same vicinity, those offices moved to the Commission's space so that they would not have to relocate to a separate unsecure location.

There are no further recommendations to change the locations of the court facilities at this time. There is relatively limited space, but the layout is fairly well designed. The highest priority of the county is instituting additional security measures to the current locations. Please see attached plans for a detailed description of the courthouse layout.

4. An assessment of the training needs for bailiffs currently employed in the county or for additional bailiffs and the options for securing the necessary training:

Upshur County currently has three (3) bailiffs (2 full-time), (1 part-time), eight (8) part-time court security officers and two (2) part-time fill-in officers, that all complete annual trainings. The Sheriff provides additional personnel on an as-needed basis. The proposed projects would not require additional bailiffs or court security personnel.

5. A response to the court security audit performed by the West Virginia Supreme Court of Appeals or the United States Marshall Service:

The most recent Court Security Audit was performed on 7/7/2015. There were no deficiencies found, and it was noted that a prior deficiency had been corrected. Arthur Angus of the Supreme Court conducted a site visit in March 2017, noted that the Family Court needed ballistic material installed in

front of the Family Court bench to protect the Judge, courthouse staff, and the public in the case of an incident. This material was purchased using Court Security Grant funding and installed in December 2017. Mr. Angus performed another site visit during the summer of 2019, and no findings were noted. The County Commission Office and Sheriff's Department regularly contact Mr. Angus for feedback regarding questions pertaining to security enhancements.

6. Background of applicant including past experiences, capabilities, and why the grant is proposed:

The Upshur County Commission has successfully administered previous Court Security Grant awards to update security features in the Upshur County Court facilities. Previous grant awards have funded: the purchase and installation of an x-ray inspection machine, additional card readers to secure the Courthouse and Annex facilities by encouraging the entrance/exit through areas that are monitored by Court Security Officers, upgraded surveillance system with supportive recording equipment and monitors, hand-held metal detectors for each of the three courts, shatter-resistant window blackout drapes in the magistrate's office, bullet-resistant panels and a walk-through metal detector, axon tasers for each of the three courts, replacement security monitors, and an immediate notification duress alarm system. Items requested in this grant cycle would help further secure the Courthouse and the courts held inside the building.

7. Justification for why your project should be funded:

According to incident data gathered by the Center for Judicial and Executive Security (CJES), the number of national security threats and violent incidents in court buildings continues to increase. While this is a challenge, doing nothing is not an option. Upshur County is located in small-town, rural West Virginia but is not oblivious or immune to the Nation's increase of threats. Upshur County officials believe that taking proactive safety precautions is far better than reactive measures; however, the county is limited by budget constraints. Outside funding must be secured to improve security measures in the Upshur County court facilities.

Providing safety to the public and courthouse staff is the main priority for the Upshur County Commission. Currently, there is an opportunity for increased safety and security. Without secure offices and monitoring systems, emergencies can occur at any moment, threatening the safety of all of those in the Courthouse. All equipment requested would significantly enhance security measures within the Upshur County Courthouse facilities and deter criminal activity that would harm the judicial staff, public, and courthouse employees.

GOALS AND OBJECTIVES

Goal 1: Improve integrity of duress alarm buttons and increase longevity of the current system.

Objective: Replace, install and program 59 duress alarm buttons throughout the Courthouse, Annex, and Administrative Offices. Replace batteries in alarm buttons and base unit one time after full replacement to occur at 24 months.

Timeframe: 1-2 weeks after order is placed and equipment is ordered and received.

Goal 2: Lengthen the longevity and accuracy of the X-ray machine in the Courthouse Annex.

Objective: Accept a contract for a one-year plan that will provide unlimited corrective maintenance visits, a preventative maintenance inspection and a radiation survey.

Timeframe: One-year from time of contract

Goal 3: Provide a means for evidence collection and a management tool to enable the capture, recording, storage and management of data that could be useful in a Court setting.

Objective: Purchase body cameras for Court Security Bailiffs, a total of three (3) to be worn and utilized to capture, record, store and manage data gathered within the Courtroom.

Timeframe: Unknown timeframe for delivery and installation.

Goal 4: Upgrade the integrity of the Camera System.

Objective: Purchase and install (8) Dell Optiplex Micro PC's with Dual 27" LCD Monitors to support camera locations within the Circuit Court, Judge's Office, Magistrate Clerk's Office, Magistrate's Office, Sheriff's Exterior Back Door, Court Security located in the Courthouse and in the Courthouse Annex.

Timeframe: 3-4 weeks after equipment is purchased, ordered and received

Goal 5: Improve clarity of camera views in the Sheriff's Department and Probation.

Objective: Purchase (2) 32-inch monitor replacements to be wall mounted within the Sheriff's Department and one (1) for the Probation area to improve the clarity of the camera views in those areas.

Timeframe: 1-2 weeks after approval

Goal 6: Implement overwatch capability in newly acquired parking areas located behind the Courthouse.

Objective: Purchase and install three (3) PTZ cameras with hardware mounts, drops and licenses to allow visual surveillance of these newly acquired and utilized areas of the Courthouse campus.

Timeframe: One month after equipment is purchased, ordered and received.

Goal 7: Improve communication among Court Bailiffs.

Objective: Purchase four (4) remote speaker microphones with emergency buttons for Court Bailiffs to provide better communication and an additional emergency contact button to access in the case of an emergency.

Timeframe: One month after equipment is purchased, ordered and received.

PROJECT ASSESSMENT (Evaluation)

All activities necessary to implement the proposed projects include ordering equipment and having it installed or set up by the vendor. Achievement of these activities will be documented by keeping track of ordering and installation dates of equipment. The county administrator and assistant administrator will oversee the coordination of these activities and any follow-up with the responsible parties to ensure the projected timeline is followed accordingly. (If any priority would require procurement activities, as the purchase price is over the minimum purchase threshold, the County Commission would follow proper procurement protocols).

IMPLEMENTATION (Key Activity/Milestones)

The Upshur County Commission will properly label all equipment, inspect all equipment to ensure it works correctly and is in the correct locations. Each department thereafter will be responsible for monitoring the working order of equipment and notifying the county administrator and assistant administrator of any issues.

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

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

TDD Numbers
Business: 472-9550
Emergency: 911

RESOLUTION

WHEREAS, the **West Virginia Court Security Fund** makes State grant funds available to county court facilities for the purpose of enhancing security of such courts; and,

WHEREAS, the West Virginia Division of Justice and Community Services and the West Virginia Supreme Court of Appeals have announced the availability of grant funds and have issued a Request for Proposals;

WHEREAS, the Upshur County Commission has applied for funding in the amount of _____ to undertake the following project: **Upshur County Courthouse Upgrades**; and,

WHEREAS, the Upshur County Commission certifies that there exists sufficient manpower to operate and manage all equipment and all other items awarded or purchased through this grant.

NOW, THEREFORE BE IT RESOLVED, by the **County Commission of Upshur County, West Virginia** that **The Honorable Samuel R. Nolte, President of the County Commission of Upshur County**, is hereby authorized to sign all documents that are part of this grant application on behalf of the County Commission of Upshur County, West Virginia and empowered to sign the contract and any agreement necessary to obtain these funds for the completion of the project.

This resolution was passed with a quorum of the membership present and voting in the affirmative this 25th day of April, 2024.

Samuel R. Nolte, President
Upshur County Commission

Attest: _____
Tabatha R. Perry
Upshur County Commission Administrator

CAROL J. SMITH
UPSHUR COUNTY CLERK

Upshur County Courthouse
40 West Main Street, Room 101 • Buckhannon, West Virginia 26201
Telephone: (304) 472 - 1068 • Fax: (304) 472 -1029

April 22, 2024

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

Dear Honorable Commissioners:

Please approve the temporary hiring of Election Workers beginning on or around April 23, 2024 and ending on or around May 21, 2024. These temporary workers will assist with processing absentee ballots, work during the Early Voting period and provide assistance during the Canvassing process.

Thank you for your consideration.

Sincerely,



Carol J. Smith
Upshur County Clerk



UPSHUR COUNTY COMMISSION TRANSFER OF RESPONSIBILITY, COVERAGE, AND LIABILITY
ASSOCIATED WITH NPDES CONSTRUCTION PERMIT AGREEMENT

This letter serves as a formal agreement between The J.F. Allen Company and the Upshur County Commission regarding the transfer of responsibility, coverage, and liability for the Potential Laydown Yard (WV107310) located at Tax Map 2-4F-71.3 described as 70.87 acres along Corridor H. Both parties hereby agree to the following terms and conditions:

Transfer Date:

The transfer of responsibility, coverage, and liability for the aforementioned site shall occur upon permit transfer approval by the WVDEP. As of the permit transfer approval date, The Upshur County Commission shall assume all responsibilities and liabilities associated with the NPDES construction permit for the site.

Notice of Violations and Site Deficiencies:

Both parties confirm that there are no known liabilities, including but not limited to Notice of Violations (NOVs) or other site deficiencies, associated with the permit for the site, other than the obligation to remove the existing storm ponds and silt fence running the length of the stream, as previously agreed upon.

Responsibilities of Existing Permittee:

Until the permit transfer approval date by the WVDEP, The J.F. Allen Company shall continue to fulfill all obligations and responsibilities associated with the permit for the site, including any maintenance, reporting, or compliance activities required.

Responsibilities of Proposed New Permittee:

Upon the permit transfer approval date, The Upshur County Commission shall assume full responsibility for compliance with all permit conditions, regulations, and requirements associated with the site. This includes but is not limited to ongoing maintenance, reporting, and any necessary corrective actions.

Indemnification:

Both parties agree to indemnify and hold harmless each other from any claims, damages, liabilities, costs, or expenses arising out of or related to the permit transfer process, except for liabilities expressly assumed by either party under this agreement.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of West Virginia, without regard to its conflict of laws principles.

This agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

Please sign below to indicate your acceptance of the terms and conditions outlined in this agreement. Upon signature by both parties, this agreement shall be deemed effective.

Accepted and Agreed:

The J.F. Allen Company

(Signature)

Date: _____

The Upshur County Commission

(Signature)

Date: _____

Instructions - Transfer of a WV/NPDES Permit

Documentation representing a written agreement between the existing permittee and the proposed new permittee that identifies a specific date for transfer of responsibility, coverage, and liability between the two parties must be submitted with the permit transfer form.

The attached forms are to be completed to the extent possible whether the transaction is a sale, lease or some other kind of agreement.

If the agreement represents a lease agreement, the permit responsibility and liability of the owner and operator must be documented.

Where to file:

Submit the completed transfer form and supporting documentation through the agency's Electronic Submission System online.



west virginia department of environmental protection

Division of Water & Waste Management
 601 57th Street SE
 Charleston, WV 25304
 Telephone Number: (304) 926-0495
 Fax Number: (304) 926-0496

Austin Caperton, Cabinet Secretary
 dep.wv.gov

WRD 10-64N
 Revised 01/2018

Date: April 25, 2024

To: Department of Environmental Protection
 Division of Water and Waste Management
 601 57th Street, SE
 Charleston, WV 25304-2345

This is to notify you that by agreement dated the 25th day of April, 2024.

Potential Laydown Yard (WV107310), in Upshur County,
 (Facility Name and Mailing Address)

West Virginia, which is currently owned and operated by The J.F. Allen Company,

Will be purchased by the Upshur County Commission.
 (New Owner Name and Mailing Address)

The above property is to be operated as the John C. Allen Regional Hub
 (Facility Name or Number)

and there will be full compliance with the terms and conditions of such permit, with the plans
 and specifications submitted with the application for such permit and with the plan of maintenance
 and method of operation of the activity submitted on or with such application.

Promoting a healthy environment.

WRD 10-64N
Page 2
Revised 01/2018

Liability and Responsibility for Treatment System and WV/NPDES Permit (Choose one).

This shall act as an official agreement between the parties, representing a written agreement between the existing permittee The J.F. Allen Company and the proposed new permittee the Upshur County Commission which identifies a specific date for transfer of responsibility, coverage, and liability between the two parties. If the agreement represents a lease agreement, the permit responsibility and liability of the owner and operator must be documented.

☒ New Permittee/Owner accepts all environmental liability and responsibility (past, present, and future) for this facility and permit.

☐ New Permittee/Owner accepts environmental liability and responsibility going forward from this date _____ for this facility and permit. Current Permittee/Owner will still remain responsible for any prior environmental liabilities and/or responsibilities as provided in the attachment to this document. **Attach a detailed description of the existing environmental liabilities that are remaining with the prior owner (both the prior owner and new owner must sign this additional agreement). The attachment shall include all of the relevant liability information and shall not make reference to other documents. Please note that any liabilities not listed in this attachment will be considered the new permittee's liabilities/responsibilities.**



21 East Main Street, Suite 102 | PO Box 849
Buckhannon, WV 26201

April 12, 2024

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

RE: Corridor H Authority Re-Appointment

Dear Commissioners:

It is my understanding that my term on the Corridor H Authority expires June 30, 2024. I respectfully request the Upshur County Commission re-appoint me to the authority for another term.

As Executive Director of the Region VII Planning and Development Council, I believe my roles and responsibilities would continue to serve Upshur County well as a member of the Corridor H Authority.

If you should have any questions or comments, please feel free to contact me. Thank you for your consideration.

Thanks



Shane Whitehair
Executive Director

REGION VII PLANNING & DEVELOPMENT COUNCIL
www.regionvii.com | O: 304.472.6564 | F: 304.472.6590

Proudly Serving Barbour, Braxton, Gilmer, Lewis, Randolph, Tucker, and Upshur Counties



Land & Water Conservation Fund
(LWCF)

Grant Award Notice

West Virginia Department of Economic Development
1900 Kanawha Blvd. East
Building 3, Suite 700
Charleston, WV 25305

Subrecipient Information		State Accounting Information	
Subrecipient:	Upshur County Commission	Major Program:	LWCF
Address:	91 West Main Street, Suite 101, Buckhannon, WV 26201	Program:	LWCFGR
UEI:	L1BDAD3EH4A7	Oasis Grant Award Number:	24*3477
		Oasis Vendor Number:	*212313

Notice of Grant Award

The State of West Virginia through its Department of Economic Development, West Virginia Department of Commerce and the Subrecipient named above mutually agree to perform this agreement in accordance with the LWCF Act of 1965, as amended; Public Law 116-152, the provisions and conditions of the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached to and made part of this Award Notice.

Federal Award Information		Pass-through Award Information	
Federal Awarding Agency:	US Dept. of Interior National Park Service	Pass-through Awarding Agency:	WV Dept. of Commerce WV Dept. of Economic Dev.
CFDA Number and Name:	15.916 – Land and Water Conservation Fund	Sub-award Project Number:	LWCF 54-00585
		Original Period of Performance:	04/01/2024 – 03/31/2027
PY2024 Funds		PY2024 Funds	
FAIN (ASAP Acct. Number):	P24AP00120	Total Obligated by this Action:	\$252,500.00
Federal Award Date:	04/01/2024	Total Funds Obligated:	\$252,500.00
Total Federal Funds Available:	\$252,500.00		
		Total Federal Funds Committed to Project:	\$252,500.00

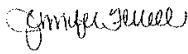
Federal Award Project Description

The Upshur County Commission will rehabilitate the tennis courts at the Upshur County Park in Upshur County, WV. The project will include the rehabilitation of 6 tennis courts to convert them to multi-purpose courts so they can be used for tennis and pickleball play. The scope of work will consist of resurfacing, restriping, replacement and installation of fencing and the addition of ADA-accessible parking.

Terms of Acceptance

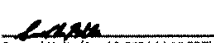
By accepting funds under this Agreement, the subrecipient agrees to comply with all terms and conditions Grant Agreement; all assurances and certifications made in the Agreement; and all applicable federal and state statutes, regulations, and guidelines. The subrecipient agrees to administer the funded program in accordance with the Agreement and budget(s), supporting documents, and other representations made in support of this Amendment.

For the Pass-Through Entity



Date
Jennifer L. Ferrell, Director of Community Development
Name, Title
304-558-2234
Phone
jennifer.l.ferrell@wv.gov
email

For the Subrecipient



Date
Samuel R. Nolte, President
Name, Title
304-844-7305
Phone
srnolte@upshurcounty.org
email

1. DATE ISSUED MM/DD/YYYY 04/01/2024		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.916 - Outdoor Recreation Acquisition, Development and Planning			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P24AP00120-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAJN P24AP00120		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 04/01/2024		Through 03/31/2027	
7. BUDGET PERIOD MM/DD/YYYY From 04/01/2024		Through 03/31/2027	
8. TITLE OF PROJECT (OR PROGRAM) 54-00585 Upshur County Park Tennis Courts Renovation			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

9a. GRANTEE NAME AND ADDRESS WV DEPARTMENT OF ECONOMIC DEVELOPMENT 1900 Kanawha Blvd 3 ste 600 Charleston, WV, 25305-0009		9b. GRANTEE PROJECT DIRECTOR Mr. Phillip Avis 1900 Kanawha Blvd E BLDG 3 Charleston, WV, 25305-0001 Phone: 304-352-3959	
10a. GRANTEE AUTHORIZING OFFICIAL JAMES BUSH 1900 KANAWHA BLVD 3 STE 600 CHARLESTON, WV, 25305-0009 Phone: 3045582234		10b. FEDERAL PROJECT OFFICER Mrs. Leah Berry 100 Alabama Street, SW 1924 Building Atlanta, GA, 30303 Phone: 404-507-5812	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 252,500.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 252,500.00			
				13. Total Federal Funds Awarded to Date for Project Period \$ 252,500.00			
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):							
YEAR		TOTAL DIRECT COSTS		YEAR		TOTAL DIRECT COSTS	
a. 2	\$			d. 5	\$		
b. 3	\$			e. 6	\$		
c. 4	\$			f. 7	\$		
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:							
a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)							
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:							
a. The grant program legislation. b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.							
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.							

REMARKS (Other Terms and Conditions Attached -

● Yes

○ No

No Program Income

GRANTS MANAGEMENT OFFICIAL:

Matthew Whitlow, Outdoor Recreation Planner
601 Riverfront Drive
Omaha, NE, 68102-8810
Phone: 402-661-1572

17. VENDOR CODE		0071338069	18a. UEI R9BKAALC8MQ7		18b. DUNS 138838532		19. CONG. DIST.		02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION			
1	0051044750-00010	\$252,500.00	04/01/2024	03/31/2027	5035	GW22 Upshur CTY PRK Tennis Courts ReNO			

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 04/01/2024
GRANT NO. P24AP00120-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	03/31/2027	Final	07/29/2027

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	03/31/2027	Final	07/29/2027

AWARD ATTACHMENTS

WV DEPARTMENT OF ECONOMIC DEVELOPMENT

P24AP00120-00

-
1. LWCF Grant Agreement
 2. LWCF General Provisions
 3. Budget Narrative

THE STATE OF WEST VIRGINIA
WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT
And The
UPSHUR COUNTY COMMISSION
PROVIDING FOR
LAND AND WATER CONSERVATION FUND
GRANT ASSISTANCE

THIS AGREEMENT, made this, the First day of April, 2024, by and between Upshur County Commission, a public corporation, as party of the first part, and hereinafter referred to as "Grantee", and the STATE OF WEST VIRGINIA, by the Commissioner of Finance and Administration on behalf of the West Virginia Department of economic development (WVDED) thereof, as part of the second part, hereinafter referred to as "WVDED".

WITNESS THAT: WHEREAS, the State of West Virginia, by its WVDED, submitted a proposal to the Department of Interior, National Park Service (NPS), for the purpose of obtaining Federal matching funds for the development of a park facility, as more fully described in the NPS Land and Water Conservation Fund (LWCF) Project Agreement, a copy of which is attached hereto and marked Attachment A.

WHEREAS, the project calls for a total estimated cost of \$505,000.00 and requests Federal assistance in the amount of \$252,500.00 and;

WHEREAS, the WVDED has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the NPS's LWCF Program.

1. Scope of Services.

The Grantee shall do, perform and carry out in a satisfactory and proper manner as determined by the WVDED as set forth in the NPS's LWCF Grants Manual, the Upshur County Commission will rehabilitate the tennis courts at the Upshur County Park in Upshur County, West Virginia. The project will include the rehabilitation of 6 tennis courts

The LWCF Grants Manual can be found at the following web address:

<https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>

That the Grantee shall comply with the General Provisions contained in the LWCF Project Agreement, a copy of which is attached to this contract and marked Attachment B.

That the Grantee will furnish its share of the total estimated cost as set forth in the project proposal referred to hereinabove.

That the Grantee will develop all of the said recreation facilities which are set forth in the project proposal in accordance with the plans and project proposals and that it will carry out all of the terms thereof, including the General Provisions forming a part thereof.

2. Boundary Map and Deed Restrictions.

a) Section 6(f)(3) Boundary Map

The Grantee must, prior to receiving grant funds, supply the WVED with a boundary map of the assisted property. The map must be legally sufficient to identify the assisted property as defined in the LWCF Act of 1965, as amended.

b) Deed Restriction

The Grantee must also, prior to receiving grant funds, supply the WVED with a "Deed Restriction" to be approved for the Grantee to record in its County Courthouse. The language in this restriction must reference Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended. Once this preliminary "Deed Restriction" is approved by the WVED, the Grantee must then send a copy of the recorded "Deed Restriction" to the WVED prior to receiving grant funds. The recorded "Deed Restriction" shall include the final 6(f)(3) Boundary Map that should have been approved prior as stated above in Section 2.a. of this contract.

3. Project Schedule.

a) Acquisition Schedule: For acquisition projects, the Grantee shall submit a schedule for property acquisition. The schedule shall include estimated dates for the major milestones in the property acquisition process. Some of the items that may be included are; preliminary purchase agreement, necessary legal searches, appraisal, title search, survey, inspection of structures, document preparation, loan preparation, and estimated closing date. Each project is unique and therefore this list is only a starting point for the required schedule. Consultation with your realtor or appraiser is recommended for the schedule preparation.

b) Construction Schedule: For construction projects, the Grantee shall submit a construction schedule 30 days prior to the commencement of construction. The schedule shall include the estimated start dates for the major milestones in the construction process. Some of the items that may be included are; permit approvals, start of construction, erosion control and site stabilization, stake-out of project elements, demolition, grading stake-out, building footer preparation, utility installation, landscaping. Each project is unique and therefore this list is only a starting point for the required schedule. Consultation with your design professional is recommended for the schedule preparation.

4. Required Project Signs.

c) LWCF Acknowledgement Sign: NPS requires a suitable permanent sign acknowledging the LWCF assistance at all project sites. Such signs shall acknowledge the federal-state-local partnership role in creating high quality outdoor recreation areas and facilities. The Grantee shall permanently install the sign near the entrance to the project site in clear view of park users. This must be completed prior to the final inspection described in Section 9.c.iii. The

WVDED can assist the Grantee in creating the artwork and information needed for a sign manufacture to use in creating the sign. Contact the WVDED for sign specifications.

- d) Equal Opportunity Sign: The Grantee shall permanently install a sign referencing the Civil Rights Act of 1964. The sign must give contact information of where an individual may send their complaint if they believe discrimination is happening at the facility. This information can either be incorporated into the LWCF Acknowledgment Sign or a sign that is installed separately. Contact the WVDED for sign specifications.
- e) Sign Expenses: The cost of the signs is an allowable expense as part of the initial capital investment, and may be shared by LWCF assistance. Replacement costs as a part of the project operation and maintenance are not allowable expenses.

5. Time and Performance.

The Grantee will commence its duties under this contract on April 1, 2024, and such duties shall but, in any event, all of the services required hereunder shall be completed by March 31, 2027. The completion date of this Contract may only be extended by mutual agreement of both parties.

The Grantee shall have the project under construction within six (6) months after execution of this agreement by both parties. The Grantee further understands that if the project is not under construction within a six-month period, the WVDED will reevaluate its obligation to provide funds for the project.

6. Changes.

The WVDED and the Grantee may, from time to time, require changes in the scope of services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDED and the Grantee, shall be incorporated in written amendments to this Contract.

7. Grantee Assistance.

WVDED agrees to pay the Grantee the sum of up to \$252,500.00 for allowable costs that are necessary, reasonably, and directly allowable to an approved, eligible activity specifically identified in the approved project. The grantee will disburse State and Federal funds only for an authorized purpose in connection with said recreation project.

The Grantee will refund the West Virginia Department of Economic Development of the State of West Virginia any expenditures determined to be made for an ineligible purpose for which Federal reimbursement was received, for transmittal to the Department of the Interior, National Park Service, of the United States of America.

8. Method of Payment.

- a) General Payment Information: To be eligible for any and all payments of the grant amount, the Grantee shall submit a letter of request along with the Standard Form 270 - "Request for Advancement or Reimbursement" and other supporting documentation (i.e. invoices, AIA Document G702) as may be required by the WVED, detailing each segment of work completed on a percentage of completion basis under this contract, no more frequently than once a month. The WVED will base the reimbursement amount on a percentage basis of total project completion. Ten-percent of the grant amount will be held until all elements of the project are complete and acceptance of the project by the Grantee.
- b) First Payment Requirements: Prior to the release of any grant funds, the Grantee must fulfill the requirements in Section 2 (Boundary Map and Deed Restrictions), Section 14 (Competitive Bid Procedures), Section 15 (Bonding and Insurance) and Section 3 (Project Schedule), of this Contract.
- c) Final Payment Requirements: Prior to the final payment of grant funds, the WVED will complete a successful final on-site inspection as stated in Section 9.c.iii. of this Contract.

9. Project Inspections.

- a) Administrative Records: At any time during normal business hours and as often as the WVED may deem necessary, there shall be made available to the WVED for examination all of the records with respect to all matters covered by this Contract and permit the WVED to audit, examine, and make excerpts or transcripts from such records, and to make audit of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.
- b) Reporting: The Grantee shall submit any reports requested by the WVED concerning financial status and program progress. Failure to provide such reports as required by WVED in a timely manner shall be cause for termination of this Contract under the terms of Section 22 of this document.
- c) Construction Progress:
 - i. Construction Schedule: The Grantee shall submit the appropriate schedule as stated in Section 3 of this Contract. This document, supplied by the Grantee, will be used by the WVED to schedule on-site inspections as described below.
 - ii. Construction Inspections: The WVED will complete, at a minimum, two on-site inspections during the construction phase of the project. These inspections will be used to verify that work is consistent with the project agreement, is being completed according to schedule, to verify the amount of work completed is consistent with the reimbursement request, and other reasons so as to comply with all NPS and LWCF regulations.

iii. Final inspections: The Grantee shall inform the WVDED that the project is complete and request a final inspection within 30 days of the project expiration date. The inspection will include, but not limited to, the following items; project completeness as stated in the Project Agreement, handicap accessibility, required signs, and 6(f)(3) boundary verification. The final inspection must be successfully completed prior to the final disbursement of funds by the WVDED.

d) Post Completion Inspections: In order to determine whether properties acquired or developed with LWCF grant funds are being retained and used for outdoor recreation purposes, in accordance with the Project Agreement and other applicable program requirements, the NPS requires the WVDED to complete a Post Completion Inspection within five years after final billing and at least once every five years thereafter. The inspection will include, but not limited to, retention and use, appearance, maintenance, management, availability, required signs, and 6(f)(3) boundary verification. LWCF assisted properties shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity as stated in the LWCF Grants Manual. Conversions of property must be approved by the Secretary of the United State Department of Interior in accordance with the LWCF Grants Manual.

10. Personnel.

The Grantee represents that it has or will secure at its own expense personnel with the necessary qualifications and experience required to administer the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDED.

11. Fiscal Management.

The Grantee will establish a separate account for the proper recording of project costs in accordance with generally accepted cost accounting principles and procedures so as to reflect all receipts and allowable expenditures in connection with the said recreation project and the purpose thereof. However, in the accounting system used it is understood that this system will meet the minimum requirements set forth in the LWCF Grants Manual. The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

12. Audit.

The Grantee shall cause an audit of this program to be included in the annual audit of the Grantee performed by the Chief Inspector Division of the State of West Virginia Auditors Office or its designated representative. The audit shall be performed in conformance with the 2 CFR part 200, subpart F, "Audit Requirements".

13. Employment Opportunity.

With respect to employment in carrying out the program objectives, the Grantee agrees:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or the physically handicapped;
- b) That it shall take affirmative action to ensure that all contractors employed during this project treat all their employees, without regard to race, color, age, religion, sex, national origin, or the physically handicapped; and that such affirmative action shall include, but not be limited to the following: employment, upgrading; demotions; transfers; recruitment, or recruitment of compensation; selection for training including apprenticeship, and participation in recreational and educational activities, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will received consideration for employment without regard to race, color, age, religion, sex, national origin, or the physically handicapped, shall cause the provisions of this non-discrimination clause to be inserted in all subcontracts for any work covered by this notice of grant award so that such provisions will be binding upon each subcontractor and shall keep such records and submit such reports concerning the racial and ethnic origin of employees and applicants for employment as the WVDED may require; and
- c) The Grantee shall cause any contractor and/or any subcontractors it engages on this project to comply with Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. Seq.), and implementing regulations Title 43, Part 17 Code of Federal Regulations (43 CFR 17), Presidential Executive Order 11246, as amended by Presidential Executive Order 11375, as well as the provision of the West Virginia Human Rights Act, as amended (Sections 5-11-1 of the Code of West Virginia).

14. Competitive Bid Procedures.

All procurement transactions, including professional services, regardless of dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with procedures identified in 2 CFR 200.318 - 200.327, and with applicable local and/or State law. The Grantee must follow their own procurement procedures if those procedures are more restrictive than those that are listed below.

a) Design Services:

The Grantee shall procure architect, engineer, or other professional design services in accordance with Chapter 5G of the West Virginia State Code and be in compliance with 2 CFR 200.318 - 200.327.

b) Construction Services:

- i. Projects up to \$5,000: A minimum of three verbal bids are required, and must be present in the file and available to the WVDED if requested.

- ii. Project from \$5,000.01 to \$25,000: A minimum of three written bids are required, and must be present in the file and available to the WVDED if requested.
- iii. Projects over \$25,000: The Grantee shall solicit sealed bids for all construction-related contracts or supplies related to this project which have an estimated value of over twenty-five thousand dollars (\$25,000). Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 may be cause for termination of any agreement under the provisions of Section 22 of this document. Note that the Grantee must follow their approved procurement code if that code is more stringent. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of, Chapter 59, Article 3 of the West Virginia State Code. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors. The Grantee shall have available upon request for review by the WVDED or its designated representative bid documents and other evidence of compliance with these procedures. The resolution of bid and contract disputes is the sole responsibility of the Grantee.

15. Bonding and Insurance.

Except as otherwise required by law, a grant that requires the contracting or subcontracting for construction of facility improvements shall provide for the Grantee to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or subcontract exceeds \$100,000. If the contracts or subcontracts exceed \$100,000 the minimum bonding and insurance requirements shall follow State Purchasing Guidelines which are as follows:

- a) Bid Guarantee: A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required within the time specified.
- b) Performance Bond: A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with a contract to secure fulfillment of all the contractors' obligations under such contract.
- c) Payment Bond: A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment as required by law of all persons supplying labor or materials in the execution of the work provided for in the contract.

16. Project Wage Rates.

No contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of an "outside" contractor

and/or sub-contractor shall be awarded through funds provided under this agreement which does not comply with the West Virginia Act on Wages on Construction of Public Improvements (Chapter 21, Article 5A of the West Virginia Code). Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the Contract in the locality in which the public work is performed.

Further, the Grantee shall include these wage rates as determined, to be included on all bidding documents and invoices, and attention should be specifically noted to these facts within the body of the advertisement for bids. The Grantee shall also have available upon request for review by the WVDED or its designated representative, bid documents and other evidence of compliance including copies of contractors' payrolls.

17. Facilities Accessible to the Handicapped.

The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the Section 504 of the Rehabilitation Act of 1973. This Act requires that no qualified person shall on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance. The Americans with Disabilities Act of 1990 (P.L. 100-336) simply references and reinforces these requirements for Federally-assisted programs. The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

18. Facilities Operation.

The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable Federal, state, and local statute law, ordinance, or regulations as to actual construction procedures, as well as maintenance and operation of such facilities upon completion. Further Post-Completion Responsibilities that must be followed are included in the LWCF grants manual, Chapter 8.

19. Interest of Member of WVDED and Others.

No officer, member or employee of the WVDED or officer, member, or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or an association in which they are directly or indirectly interested or has any personal or pecuniary interest nor shall any officer, member of, or employee of the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. Officials Not To Benefit.

No member of, or Delegate to the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this agreement.

21. Political Activity.

No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

22. Termination of Contract for Cause.

If the Grantee shall fail to fulfill in a necessary and proper manner its obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDED shall have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDED for damages sustained by the WVDED by virtue of any breach of the Contract by the Grantee. The WVDED may withhold any payments to the Grantee until such time as the exact amount of damages due to the WVDED from the Grantee is determined.

23. Termination for Convenience of WVDED.

The WVDED may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDED as provided therein, the Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the Grantee covered by this Contract, less payments of compensation previously made.

24. Termination by the Grantee.

The Grantee may unilaterally rescind this agreement at any time prior to commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the WVDED makes any expenditures or incurs any obligation with respect to the project.

25. Resolution of Disputes.

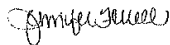
Resolution of disputes between the WVDED and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the WVDED's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division of the WVDED or their designated representative. Nothing in this Agreement shall be construed as making the final decision on questions of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding the Grantee's performance or actions relative to the approved project are the responsibility of the Grantee.

3. **Signing.**

This Contract shall be signed by the Director of the West Virginia Department of Economic Development, Division of Community and Advancement and by the President of the Mineral County Commission upon authorization of the Mineral County Commission by adoption and passage of a resolution, motion, or similar official action.

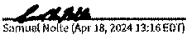
IN WITNESS WHERE OF, THE WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF COMMUNITY ADVANCEMENT AND DEVELOPMENT AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**STATE OF WEST VIRGINIA
WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY ADVANCEMENT AND DEVELOPMENT**



Jennifer Ferrell, Director

UPSHUR COUNTY COMMISSION



Samuel Nolte (Apr 18, 2024 13:16 EDT)

Samuel Nolte, President

Federal Employer Identification Number

55-6000406

F.E.I.N

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Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
WV DEPARTMENT OF ECONOMIC DEVELOPMENT

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will improve public outdoor recreation opportunity for residents of Upshur county by renovating courts at Upshur County Recreation Park in Upshur County. The improvements to the park will allow the residents of Upshur County additional courts to play pickleball or tennis and provide accessible parking.
- B. Project Objectives – Resurface existing tennis courts and creating 2 multi-purpose courts and add accessible parking.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The Upshur County Commission (subrecipient) will rehabilitate 2 tennis courts at the Upshur County Park.

The project will include the rehabilitation of 6 tennis courts to convert them to multi-purpose courts so they can be used for tennis and pickleball play. To do this the court will be resurfaced and restriped. The project also includes the replacement and installation of fencing and the addition of ADA-accessible parking.

The first year of the project will see the execution of the agreement, bid preparation, and the beginning of construction activities. At end of the second year, construction, final inspection and administrative closeout will have occurred.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The subrecipient will increase outdoor recreation by creating multi-use courts and provide more accessible parking.
3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
4. Ensure the Subrecipient select(s) qualified subcontractors and submit(s) documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
6. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.

- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.**

VI. COST-SHARE REQUIREMENT

At least **50%** non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed **\$252,500.00** in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
 - D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
 - E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

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- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

NOT APPLICABLE

*** Intentional Page Break to maintain formatting in Article XI. Standard Terms and Conditions ***

XI. STANDARD TERMS AND CONDITIONS**1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402**

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

NOT APPLICABLE

3. RESERVED**4. KEY OFFICIALS**

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
 - C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.
8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. § 794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text

sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “[Buy America](#)” [Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements](#) | [U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America](#) | [OMB](#) | [The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination

by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

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XII . ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

Upshur County Recreation Park Tennis Court Renovation Project
LWCF Project Budget Narrative:

Activity/Item	Units	Federal Share (50%)	Match Share (50%)	Total
Court Installation	38,400 SF	\$225,000.00	\$225,000.00	\$450,000.00
Fencing Installation	1,120 SF	\$24,100.00	\$24,100.00	\$48,200.00
ADA Parking Spot Paving	240 SF	\$3,400.00	\$3,400.00	\$6,800.00
GRAND TOTAL		\$252,500.00	\$252,500.00	\$505,000.00

The Commission proposes to resurface a total of six (6) tennis courts with pickleball court lines incorporated, creating 12 pickleball courts at a cost of \$505,000. Included in this estimate is the cost for the 38,400 LF of court installation (*including demo and prep work, equipment rentals, materials, and installation*) for \$450,000; 1,120 SF of new fencing and installation for \$48,200; and the addition of 240 SF of ADA parking for \$6,800, bringing the project grand total to \$505,000.

The Upshur County Commission will provide a 50% match of \$252,500, utilized from the Upshur County Commission's General County Funds and earmarked within the Financial Stabilization Fund. Vendor quotes have been included in the application to justify costs, but the Commission has not contracted with any vendor for these services.

The Upshur County Commission expects to complete this project using a combination of contracted and in-house labor. Construction and implementation of the project are anticipated to begin immediately after receiving funding approval. This is a standalone project with no overlap with other anticipated projects for the park. The Commission anticipates project awards to be made in **April of 2024**, with starting dates for work in **April 2024** and completion in **April 2025**.

Proposed Timeline:

Preparation of bid specifications and packets	4-8 weeks
Advertisement of project and bid meeting	3 weeks
Review of bids, award of contract, and notice to proceed	2 weeks
Resurfacing tennis courts	4 weeks
Installing equipment for multipurpose court/pickleball court	2 weeks
Removal of existing fencing and installation of replacement fence	2 weeks
ADA parking created (paving)	1 week
Project Completion and Closeout	104 weeks

The first year of this LWCF grant will see the execution of the agreement, bid preparation, and the beginning of construction activities. At the end of the second year, construction, final inspection, and administrative closeout will have occurred. Extended schedules allow for delay factors, including weather and supply issues.

Prior LWCF Grant for Upshur County Recreation Park:

54-00230 – Development included picnic areas, sports and playfields, swimming facilities, an amphitheater, support facilities, and engineering costs.

Fw: "Upshur County Trails Repair & Race" Minigrant Decision

From: Rachel Weber <rachelfweber@yahoo.com>

Sent: Thu, Mar 28, 2024 at 5:37 pm

To: Jeremiah McCourt, Tabatha Perry

2024_25 Feb MG_ EXAMPLE MOU - DO NOT FILL IN.pdf (96.1 KB)

Here is the award letter for the Try This Grant.

Rachel

----- Forwarded Message -----

From: Try This West Virginia <trythiswv@gmail.com>

To: Rachel Weber <rachelfweber@yahoo.com>

Cc: Brittney Try This Director Barlett <director@trythiswv.com>

Sent: Thursday, March 28, 2024 at 09:12:55 AM EDT

Subject: "Upshur County Trails Repair & Race" Minigrant Decision

Rachel and the "Upshur County Trails Repair & Race" project team -

Congratulations! We are so thrilled to announce that your project is one of 16 new Try This WV projects that we are partnering on this round. The folks comprising our review team are excited to see what you accomplish in the next year! You've also been part of the most competitive round of Try This funding to date - we said "yes" to fewer than half of the projects that applied. You should be extra proud of the project idea you've submitted!

We do have some **adjustments on your budget** that we'd like to clear with you to ensure your team is okay with these changes. With so many applications, Try This had to prioritize projects that have never received funding from us before. Try This is only able to offer **\$2000** in funding. We do not want to dictate where that comes out of your budget, so that's for y'all to consider. If you feel your team can no longer accomplish your project with these adjustments, please let us know immediately.

Here are your **SMART Objectives** - in most cases these are edited by our team for clarity or to meet the criteria to be a SMART Objective (who will do it, when it will be done, how much, specific outcomes, etc.). Please fill in any highlighted points that require more information with realistic answers you feel your team can meet. Read your **SMART Objectives** closely and ensure they are something your project team is comfortable agreeing to:

- By June 30, 2024, the Upshur County Trails volunteers will complete bridges for two separate, eroded areas of the trail system, to allow for improved safety for mountain bikers, trail runners, and hikers.
- By June 30, 2024, the Upshur County Trails volunteers will have hosted a minimum of two public mountain bike days, to allow at least X NUMBER of mountain bikers to be introduced to the trail system and know the route for the Upshur County Uprising Mountain Bike race, to ensure an understanding of the trail system and be aware of any safety concerns.
- By June 30, 2024, volunteers will have trimmed overgrown grasses, branches, and removed any debris from the trail for increased safety on the day of the Upshur County Uprising Mountain Bike Race.
- On June 30, 2024, the Upshur County Trails volunteers will host the Upshur County Uprising Mountain Bike Kid's races, with each participant receiving a bicycle safety kit to encourage

continued safety and interest in bicycling.

- On June 30, 2024, the Upshur County Trails volunteers will host the Upshur County Uprising Mountain Bike Adult Race, providing healthy snacks and beverages to at least X NUMBER of participants, to encourage nutritious fueling for pre and post-race.

We have also attached an **example copy** of the final MOU (Memorandum of Understanding) for you to see what the contract between your project and Try This will look like. Please do not fill this in - Try This will finalize one. There are also additional commitments we ask, such as participating in our Facebook Group, submitting your two reports on time, info on when funds need to be spent, and how to request an extension. There is also space for what Try This provides, and space to add your own asks of Try This, so feel free to reply to this email with any additional ways our team could support your project throughout the year.

Please reply to this email with confirmation on our edits and/or adjustments to your SMART Objectives by Thursday, March 27th. When we are both happy with the SMART Objectives, we will email you an MOU to sign and return to us. The official project will run from **April 1 2024 - March 31 2025**.

Once a signed MOU is completed and a check is mailed, we will also offer a "helper" for your project. Your helper, a Try This AmeriCorps team, will be there for you to encourage you and help you overcome any roadblocks by reaching out each month to check on you. You'll also receive a date for introductory training for you and your team for later in April that can help you understand your minigrant and how to think about project development/grant writing beyond this year. In the meantime, contact this email with any questions or text/call Try This WV Executive Director, Brittney Barlett, at 304-997-4628.

We look forward to working with you on your exciting project! Stay safe,

Brittney & the Try This WV Team

Try This Minigrant – Memorandum of Understanding

Project Name: *Upshur County Trails Repair & Race*
 Project Contact Person: *Rachel Weber*
 Email Address: rachelfweber@yahoo.com
 Minigrant Amount: *\$2000*
 Minigrant Cycle: *April 1, 2024, to March 31, 2025*

Project Team Commitments:


On behalf of our team, I agree to spend our minigrant dollars to complete the SMART Objectives listed below:

- By June 30, 2024, the Upshur County Trails volunteers will complete bridges for two separate, eroded areas of the trail system, to allow for improved safety for mountain bikers, trail runners, and hikers.
- By June 30, 2024, the Upshur County Trails volunteers will have hosted a minimum of two public mountain bike days, to allow at least 50 mountain bikers to be introduced to the trail system and know the route for the Upshur County Uprising Mountain Bike race, to ensure an understanding of the trail system and be aware of any safety concerns.
- By June 30, 2024, volunteers will have trimmed overgrown grasses, branches, and removed any debris from the trail for increased safety on the day of the Upshur County Uprising Mountain Bike Race.
- On June 30, 2024, the Upshur County Trails volunteers will host the Upshur County Uprising Mountain Bike Kid's races, with each participant receiving a bicycle safety kit to encourage continued safety and interest in bicycling.
- On June 30, 2024, the Upshur County Trails volunteers will host the Upshur County Uprising Mountain Bike Adult Race, providing healthy snacks and beverages to at least 150 participants, to encourage nutritious fueling for pre and post-race.

To ensure a successful project that inspires other West Virginians, we also commit to the following:

- Carry out a project that does not discriminate based on ability, age, gender, race, religion, sexual orientation, or socioeconomic status.
- Take photos of the project as it develops for reporting and social media use.
- Mentor and encourage the individual identified as the developing leader throughout the course of the project.
- Try to participate at least once per month on the Try This Facebook Group and/or Instagram with news, questions, ideas, photos, struggles, and/or successes from our project.
- Set a good example of health by ensuring all meetings and events for this project encourage people to move every 30-60 minutes and provide water and healthy snacks and food when food and drink is provided.

- Let the Minigrant Helper know if we run into serious roadblocks, so the Minigrant Helper can assist in solving the problem.
- Acknowledge Try This WV funding in project materials and at events.
- Let the Try This team know if there are changes in project leadership.
- Submit a mid-year report by **September 30, 2024**. A link to the report will be emailed to you.
- Submit a final report (a link to the report will be emailed to you) – including at least 10 action photographs (people doing things) by **April 30, 2025**. If all outcomes are not going to be reached by **March 31, 2025**, please ask for an extension on the final report via email. The sooner we know you need changes made, the more support we can offer.


 Rachel Weber (Apr 2, 2024 16:06 EDT)

Apr 2, 2024

Signature of Project Leader (Rachel Weber)

Date

The Try This Team Commitments:

On behalf of the Try This leadership team, I commit to the following:

- Provide prompt payment of your funds upon receiving this signed MOU.
- Provide a Try This Minigrant Helper to help you succeed with your project that will check in at least monthly.
- Provide training on how to track and report data from your project.
- Provide opportunities to network and learn with folks across the state that will be emailed to the project team throughout the year, helping you get connected in the healthy community movement.
- Help publicize your project on Facebook, Instagram, our website, and other media.



Apr 3, 2024

Try This Executive Director (Brittney Barlett)

Date









2024/25 Feb MG: Upshur County Trails Repair & Race MOU

Final Audit Report

2024-04-03

Created:	2024-04-02
By:	Brittney Barlett (trythiswv@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyCZeMpCKIZJ6ljq7eFCmrWY8cVQ90vZ

"2024/25 Feb MG: Upshur County Trails Repair & Race MOU" History

-  Document created by Brittney Barlett (trythiswv@gmail.com)
2024-04-02 - 7:19:05 PM GMT
-  Document emailed to Rachel Weber (rachelfweber@yahoo.com) for signature
2024-04-02 - 7:19:41 PM GMT
-  Email viewed by Rachel Weber (rachelfweber@yahoo.com)
2024-04-02 - 8:05:13 PM GMT
-  Document e-signed by Rachel Weber (rachelfweber@yahoo.com)
Signature Date: 2024-04-02 - 8:06:05 PM GMT - Time Source: server
-  Document emailed to Brittney Barlett (director@trythiswv.com) for signature
2024-04-02 - 8:06:06 PM GMT
-  Email viewed by Brittney Barlett (director@trythiswv.com)
2024-04-03 - 1:02:06 PM GMT
-  Document e-signed by Brittney Barlett (director@trythiswv.com)
Signature Date: 2024-04-03 - 1:02:40 PM GMT - Time Source: server
-  Agreement completed.
2024-04-03 - 1:02:40 PM GMT

**Adobe Acrobat Sign**

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

April 12, 2024

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

RE: West Virginia First Foundation Regional Director Reappointment

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.

As you may be aware, the Region 4 Director Jonathan Board, has been selected as the Executive Director for the WV First Foundation. Due to this appointment, there is now an opening for our Region 4 Director. After speaking with Mr. Board and the WV First Foundation, it was proposed that we take the second person in line from the West Virginia First Foundation Regional Director Election held on July 13, 2023. Enclosed are the official election results declaring Mr. Jonathan Dower as the runner up and therefore allowing him to assume the role of the Region 4 Director.

To be in compliance with Senate Bill 674 and the Attorney General Office guidelines, we are requesting that your commission or municipality **vote yes or no via email** to this proposal no later than **April 26, 2024 at 12:00 p.m.** The results will be announced to each entity via email on **April 29, 2024.**

The next meeting is planned for **Thursday, May 9, 2024 at 9:30 a.m.** in the **Monongalia County Commission Chambers, 243 High Street, 2nd Floor, Morgantown.** If you are planning to participate in person or online, please contact me at ccoon@monongaliacounty.gov no later than **May 3, 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,

Collene Coon

Collene Coon
Office Manager
Monongalia County Commission





July 17, 2023

Governor Jim Justice
State Capitol
1900 Kanawha Blvd. E
Charleston, WV 25305

Attorney General Patrick Morrisey
The Office of the West Virginia Attorney General
PO Box 1789
Charleston, WV 25326

Re: WV First Foundation, Inc. - Region 4 Director Election Certification

Dear Governor Justice and Attorney General Morrisey:

On July 13th, 2023, Region 4 met to elect their initial Regional Director. We were present to count the votes. Pursuant to the terms of the Articles of Incorporation, votes were weighted by the final allocation percentages for distributions to all Local Governments as set forth in Exhibit C W/CT2 of the West Virginia First Memorandum of Understanding ("MOU") as may be modified as set forth in Paragraph B2(b)(i) of the MOU.

Region 4 elected **Jonathan Board** as their initial Regional Director.

The voting totals were as follows:

Nominee	Weighted Total
Jonathan Board	41.01%
Jon Dower	30.30%
Joseph Adams	5.77%
Dr. Robert Snuffer	3.67%
Mike Keller	0.02%
Lou Ortenzio	0.00%

** The remaining 19.23% of the weighted total represents those municipalities that did not vote.*

This letter serves as certification and reporting of the votes. Please contact me at 304-345-1151 if anything further is needed.

Sincerely,

John S Jenkins, CPA
Member
Smith, Cochran and Hicks, PLLC



March 15, 2024

Dear County Official,

As we approach the annual celebration of National County Government Month in April, we are pleased to enclose complimentary copies of **“The Marvelous Adventures of Countyland.”**

This new innovative children’s book was written and illustrated by the National Association of Counties (NACo) using new generative Artificial Intelligence (AI) applications. This book offers an informative yet playful journey across the vast and varied landscape of the United States, exploring how America’s county governments, with our nearly 39,000 elected officials and a professional workforce of 3.6 million public servants, serve our residents and communities.

With county government policymakers and practitioners now facing the realities of AI, this book project focused on three main objectives: (1) Inspire the next generation of public servants – *our nation’s youth* – to explore the exciting and meaningful roles of county officials, (2) Showcase the remarkable capabilities and intricate nature of contemporary AI technologies, and (3) Stimulate policy discussions regarding the near limitless applications of AI, spanning across the spectrum of beneficial to detrimental effects, within the public sector and our overall society.

If you are interested in ordering additional copies for your county (including libraries), please visit <https://www.naco.org/countyland>.

So, grab your explorer’s hat and get ready for an exciting educational trip through America’s county governments. Ready to start your adventure—let’s go!

With appreciation,

Matthew D. Chase
CEO/Executive Director

P.S. We also invite you to visit our **Counties 101 Resource Hub at NACo.org** to learn more about NACo’s portfolio of county government educational materials.



*West Virginia State
Treasurer's Office*

Riley Moore
State Treasurer

1st Quarter 2024 Volunteer Fire Department State Distribution - April 2024

<u>FDID</u>	<u>Amount</u>	<u>County</u>	<u>Fire Department</u>	<u>Settlement Date</u>
VFD44105	19,112.89	Roane	Gandeeville-Harmony VF	April 10, 2024
VFD44104	19,112.89	Roane	Newton VFD	April 10, 2024
VFD44102	19,112.89	Roane	Reedy FD	April 10, 2024
VFD44101	19,112.89	Roane	Spencer-Roane VFD	April 10, 2024
VFD44103	19,112.89	Roane	Walton VFD	April 10, 2024
VFD45104	19,112.89	Summers	Forest Hills VFD	April 10, 2024
VFD45109	19,112.89	Summers	Green Sulphur District	April 10, 2024
VFD45301	19,112.89	Summers	Hinton FD	April 10, 2024
VFD45102	19,112.89	Summers	Jumping Branch/Nimitz V	April 10, 2024
VFD45105	19,112.89	Summers	Pipestem VFD	April 10, 2024
VFD45106	19,112.89	Summers	Summers Co. VFD & Res	April 10, 2024
VFD45107	19,112.89	Summers	Talcott FD	April 10, 2024
VFD46101	19,112.89	Taylor	Flemington VFD	April 10, 2024
VFD46302	19,112.89	Taylor	Grafton FD	April 10, 2024
VFD47104	19,112.89	Tucker	Canaan Valley VFD	April 10, 2024
VFD47101	19,112.89	Tucker	Davis FD	April 10, 2024
VFD47102	19,112.89	Tucker	Parsons VFD	April 10, 2024
VFD47103	19,112.89	Tucker	Thomas VFD	April 10, 2024
VFD48101	19,112.89	Tyler	Alma VFD	April 10, 2024
VFD48102	19,112.89	Tyler	Middlebourne/Tyler VFD	April 10, 2024
VFD48104	19,112.89	Tyler	Shirley VFD, Inc.	April 10, 2024
VFD48103	19,112.89	Tyler	Sistersville VFD	April 10, 2024
VFD49101	19,112.89	Upshur	Adrian VFD	April 10, 2024
VFD49104	19,112.89	Upshur	Banks District FD	April 10, 2024
VFD49302	10,937.68	Upshur	Buckhannon FD	April 10, 2024
VFD49105	19,112.89	Upshur	Ellamore VFD	April 10, 2024
VFD49106	19,112.89	Upshur	Selbyville VFD	April 10, 2024
VFD49107	19,112.89	Upshur	Warren District VFD	April 10, 2024
VFD49103	19,112.89	Upshur	Washington District VFD	April 10, 2024
VFD50101	19,112.89	Wayne	Ceredo FD	April 10, 2024
VFD50109	19,112.89	Wayne	East Lynn VFD	April 10, 2024
VFD50107	19,112.89	Wayne	Kenova VFD	April 10, 2024
VFD50104	19,112.89	Wayne	Lavalette FD	April 10, 2024
VFD50106	19,112.89	Wayne	Prichard VFD	April 10, 2024
VFD50105	19,112.89	Wayne	Wayne VFD	April 10, 2024
VFD51101	19,112.89	Webster	Cowen VFD	April 10, 2024
VFD51103	19,112.89	Webster	Diana VFD	April 10, 2024
VFD51105	19,112.89	Webster	Erbacon VFD	April 10, 2024
VFD51104	19,112.89	Webster	Hacker Valley VFD	April 10, 2024
VFD51102	19,112.89	Webster	Webster Springs FD	April 10, 2024
VFD52101	19,112.89	Wetzel	Folsom VFD	April 10, 2024
VFD52102	19,112.89	Wetzel	Grandview FD	April 10, 2024
VFD52103	19,112.89	Wetzel	Hundred FD	April 10, 2024
VFD52104	19,112.89	Wetzel	Jacksonburg VFD	April 10, 2024
VFD52106	19,112.89	Wetzel	New Martinsville FD	April 10, 2024
VFD52108	19,112.89	Wetzel	Paden City VFD	April 10, 2024
VFD52109	19,112.89	Wetzel	Pine Grove VFD	April 10, 2024

Revision Date: 4/10/2024 9:42 AM

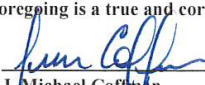


Upshur County Sheriff's Financial Statement

For Period Ending : March 31, 2024

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,396,457.49	\$ 1,128,277.61	\$ (836,421.73)	\$ 1,688,313.37
FUND - 002 COAL SEVERANCE TAX	\$ 174,092.25	\$ 14.79	\$ (15,000.00)	\$ 159,107.04
FUND - 003 DOG AND KENNEL	\$ 66,355.11	\$ 4,280.25	\$ (3,392.34)	\$ 67,243.02
FUND - 004 GENERAL SCHOOL	\$ 8,428.59	\$ 6,579.71	\$ -	\$ 15,008.30
FUND - 005 MAGISTRATE COURT	\$ 10,147.72	\$ 1,919.83	\$ -	\$ 12,067.55
FUND - 006 WORTHLESS CHECK	\$ 115,770.84	\$ 38.80	\$ -	\$ 115,809.64
FUND - 007 E-911 FUND	\$ 1,585,973.62	\$ 29,630.70	\$ (33,492.66)	\$ 1,582,111.66
FUND - 008 HOME CONFINEMENT	\$ 51,597.48	\$ 12,144.88	\$ (805.74)	\$ 62,936.62
FUND - 013 CURRY PARK FUND	\$ 111,078.41	\$ 248.26	\$ (539.91)	\$ 110,786.76
FUND - 015 CURRY LIBRARY FUND	\$ 12,357.96	\$ 21.44	\$ (1,261.88)	\$ 11,117.52
FUND - 019 UPSHUR CO. FIRE FEE	\$ 5,615.84	\$ 7,391.16	\$ (5,515.84)	\$ 7,491.16
FUND - 021 EE HEALTH CARE REIMB	\$ 44,045.20	\$ -	\$ (8,873.86)	\$ 35,171.34
FUND - 039 UP.CO.COAL REALLOCAT	\$ -	\$ -	\$ -	\$ -
FUND - 040 OPIOID SETTLEMENT FUND	\$ 347,680.06	\$ 41.44	\$ -	\$ 347,721.50
FUND - 041 COUNTY FIRE PROTECTION FUND	\$ 86,634.97	\$ 10.32	\$ -	\$ 86,645.29
FUND - 042 EMS SALARY ENHANCEMENT FUND	\$ 318,211.88	\$ 37.92	\$ -	\$ 318,249.80
FUND - 052 EMPLOYEE BENEFITS FD	\$ 1,379,277.35	\$ 45.16	\$ (1,975.00)	\$ 1,377,347.51
FUND - 056 ASSESSOR'S VALUATION	\$ 274,123.09	\$ 24,462.53	\$ (4,777.20)	\$ 293,808.42
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,640,025.97	\$ 406.81	\$ -	\$ 1,640,432.78
FUND - 059 CONCEALED WEAPONS	\$ 29,171.06	\$ 1,288.54	\$ -	\$ 30,459.60
FUND - 061 CO CLK ELECTION FUND	\$ 3,281.53	\$ 472.39	\$ -	\$ 3,753.92
FUND - 062 CO CLK REAL PRO FUND	\$ 3,281.53	\$ 472.39	\$ -	\$ 3,753.92
FUND - 063 VOTER'S REGISTRATION	\$ 1,430.01	\$ 98.33	\$ -	\$ 1,528.34
FUND - 071 JURY FUND	\$ 15,080.36	\$ 371.36	\$ (459.76)	\$ 14,991.96
FUND - 073 SP.LAW ENF.INVESTIG.	\$ 2,493.31	\$ 0.30	\$ -	\$ 2,493.61
FUND - 078 CHILD EXCHG & VISIT.	\$ 59,722.19	\$ -	\$ -	\$ 59,722.19
FUND - 079 SPAYING & NEUTERING	\$ 44,184.42	\$ 1,050.00	\$ (2,593.00)	\$ 42,641.42
FUND - 080 COMM. CORR. FUND	\$ 3,590,828.48	\$ 26,731.66	\$ (341,793.64)	\$ 3,275,766.50
FUND - 104 ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RESCUE FUND	\$ 2,319,542.46	\$ 261.15	\$ (338,104.99)	\$ 1,981,698.62
FUND - 245 WELLNESS CMPLX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 52,528.00	\$ (52,528.00)	\$ -
FUND - 312 CRIMINAL CHARGES	\$ 60.00	\$ 1,582.93	\$ (1,582.93)	\$ 60.00
FUND - 313 COURT REPORTER	\$ -	\$ 189.00	\$ (189.00)	\$ -
FUND - 314 STATE FINES	\$ -	\$ 400.00	\$ (400.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 1,270.00	\$ (1,270.00)	\$ 5.00
FUND - 316 STATE CURRENT	\$ -	\$ 7,270.91	\$ (7,270.91)	\$ -
FUND - 317 CRTHSE FAC. IMP FUND	\$ -	\$ -	\$ -	\$ -
FUND - 361 CERTIFIED TO STATE	\$ 338,141.12	\$ 2,547.57	\$ (10,612.17)	\$ 330,076.52
FUND - 364 TAX LIEN FUND	\$ 76,113.49	\$ 230.71	\$ (230.71)	\$ 76,113.49
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
FUND - 366 BOARD OF HEALTH	\$ 290,952.40	\$ 4,299.52	\$ (46,648.55)	\$ 248,603.37
FUND - 369 WV DEP.SHF.RETIRE.	\$ 433.00	\$ 792.50	\$ (433.00)	\$ 792.50
FUND - 373 SCHOOL CURRENT	\$ -	\$ 894,077.11	\$ (894,077.11)	\$ -
FUND - 374 SCHOOL EXCESS LEVY	\$ -	\$ 452,993.48	\$ (452,993.48)	\$ -
FUND - 375 SCHOOL BOND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT	\$ -	\$ 77,319.71	\$ (77,319.71)	\$ -
FUND - 379 CITY VOTED LIBRARY	\$ -	\$ 9,278.30	\$ (9,278.30)	\$ -
FINAL TOTALS	\$ 14,407,454.19	\$ 2,751,077.47	\$ (3,149,841.42)	\$ 14,008,690.24
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 15,686,678.49	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (2,771,893.73)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 1,092,155.48			
NET BANK BALANCE	\$ 14,006,940.24			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 14,008,690.24			

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
 Sheriff & Treasurer, Upshur County

4/22/2024



Upshur County Sheriff's Financial Statement

For Period Ending: **March 31, 2024**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
CITIZENS BANK OF WEST VIRGINIA					
	GENERAL COUNTY FUND	\$ 970,162.87	\$ -	\$ 666,400.50	\$ 1,636,563.37
	COAL SEVERANCE	\$ 124,107.04	\$ (15,000.00)	\$ -	\$ 109,107.04
	E-911	\$ 1,083,412.51	\$ (1,300.85)	\$ -	\$ 1,082,111.66
	CURRY PARK	\$ 38,314.04	\$ (209.49)	\$ -	\$ 38,104.55
	CURRY LIBRARY	\$ 11,291.08	\$ (173.56)	\$ -	\$ 11,117.52
	OPIOID SETTLEMENT FUND	\$ 347,721.50	\$ -	\$ -	\$ 347,721.50
	COUNTY FIRE PROTECTION FUND	\$ 86,645.29	\$ -	\$ -	\$ 86,645.29
	EMS SALARY ENHANCEMENT FUND	\$ 318,249.80	\$ -	\$ -	\$ 318,249.80
	ASSESSOR'S VALUATION	\$ 271,190.64	\$ (1,346.00)	\$ 23,963.78	\$ 293,808.42
	UP CO FIN STBL FUND	\$ 640,432.78	\$ -	\$ -	\$ 640,432.78
	CONCEALED WEAPON	\$ 30,030.45	\$ -	\$ 429.15	\$ 30,459.60
	GENERAL TAX	\$ 1,741,100.93	\$ (2,101,749.70)	\$ 360,648.77	\$ -
	BOARD OF HEALTH FUND	\$ 233,504.60	\$ -	\$ 5,131.77	\$ 238,636.37
	COMMUNITY CORRECTIONS CD 7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	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
	COMMUNITY CORRECTIONS CD 8	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	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
	COMMUNITY CORRECTIONS CD 6	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
	OASIS CLEARING	\$ 942.00	\$ (942.00)	\$ -	\$ -
	UPSHUR COUNTY FIRE FEE	\$ 12,902.00	\$ (5,550.84)	\$ 140.00	\$ 7,491.16
	EMPLOYEE BENEFITS	\$ 377,347.51	\$ -	\$ -	\$ 377,347.51
	UP CO FIN STAB CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	SP LAW ENF INVESTIGATION	\$ 2,493.61	\$ -	\$ -	\$ 2,493.61
	COMMUNITY CORRECTIONS	\$ 1,251,584.19	\$ (225,817.69)	\$ -	\$ 1,025,766.50
	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	\$ 2,003.21	\$ (2,003.21)	\$ -	\$ -
	CURRY PARK CD 1	\$ 72,682.21	\$ -	\$ -	\$ 72,682.21
	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	\$ 45.00	\$ (45.00)	\$ -	\$ -
	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	\$ 259,590.79	\$ (289,383.84)	\$ 29,793.05	\$ -
	BOARD OF HEALTH PAYROLL	\$ 8,085.85	\$ (3,085.85)	\$ -	\$ 5,000.00
	GENERAL COUNTY OPERATING	\$ 103,612.07	\$ (53,612.07)	\$ -	\$ 50,000.00
	DOG & KENNEL	\$ 67,940.55	\$ (697.53)	\$ -	\$ 67,243.02
	GENERAL COUNTY MISC	\$ 27,097.47	\$ (21.62)	\$ -	\$ 27,075.85
	WORTHLESS CHECK	\$ 115,809.64	\$ -	\$ -	\$ 115,809.64
	HOME CONFINEMENT	\$ 61,326.62	\$ -	\$ 1,610.00	\$ 62,936.62
	EE HEALTH CARE REIMB	\$ 35,987.37	\$ (816.03)	\$ -	\$ 35,171.34
	EMPLOYEE BENEFIT CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COUNTY CLERK ELECTION ADM	\$ 3,753.92	\$ -	\$ -	\$ 3,753.92
	COUNTY CLERK REAL PROP	\$ 3,753.92	\$ -	\$ -	\$ 3,753.92
	VOTER'S REGISTRATION	\$ 1,528.34	\$ -	\$ -	\$ 1,528.34
	JURY	\$ 15,594.43	\$ (602.47)	\$ -	\$ 14,991.96
	CHILD EXCHG & VISITATION	\$ 59,722.19	\$ -	\$ -	\$ 59,722.19
	SPAY & NEUTER	\$ 42,795.42	\$ (400.00)	\$ 246.00	\$ 42,641.42
	COMMUNITY CORRECTIONS CD 5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND	\$ 1,981,698.62	\$ -	\$ -	\$ 1,981,698.62
	WELLNESS COMPLEX	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE	\$ 48,909.54	\$ (52,528.00)	\$ 3,618.46	\$ -
	STATE CLEARING	\$ 60.00	\$ -	\$ -	\$ 60.00
	STATE POLICE	\$ 1,205.00	\$ (1,315.00)	\$ 115.00	\$ 5.00
	CERTIFIED TO THE STATE	\$ 330,090.83	\$ (14.31)	\$ -	\$ 330,076.52
	TAX LEIN	\$ 76,320.63	\$ (207.14)	\$ -	\$ 76,113.49
	DELQ & NON-ENTERED LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
	BOARD OF HEALTH OPERATING	\$ 20,038.53	\$ (15,071.53)	\$ -	\$ 4,967.00
	WVDSRF FUND	\$ 733.50	\$ -	\$ 59.00	\$ 792.50
	BANK TOTAL	\$ 15,686,678.49	\$ (2,771,893.73)	\$ 1,092,155.48	\$ 14,006,940.24
SUMMARY:					
	TOTAL ALL BANKS	\$ 15,686,678.49	\$ (2,771,893.73)	\$ 1,092,155.48	\$ 14,006,940.24
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 14,008,690.24

MONTHLY MILEAGE LOG

MONTH / YEAR:

R: March 2024

[illegible]

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

MONTH / YEAR: March 2024

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: March 2024

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,534	103,544	10	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			Total Miles		10	



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Mar-24

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	15290	15707	417	66.6
GRAND TOTALS					417	66.6



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: MAINTENANCE

MONTH / YEAR: March 2024

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2023 F-150	1FTEX1EP6PKEZ	2,005	2,123	718	14.14
ERIC Poling		6688			0	15.55
Chuck Suder					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					718	29.69 0

DEPARTMENT: Maintenance

[illegible]

MONTHLY MILEAGE LOG

MONTH / YEAR: March 2024

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Parks and Rec

MONTH / YEAR: March 2024

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Jeremiah McCourt						
1-Mar	2016 F-150	1FTEW1EF0HFA12892	105,050			
31-Mar				105,138		
			GRAND TOTALS		88	0

Mar-24

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: February 2024

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	17214	17806	592	28.5
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		592	28.5

318 Mud Lick Road
Buckhannon, WV
26201



Phone: 304-472-3865
Fax: 304-472-9430

REVENUE REPORT
FOR MONTH ENDING: March 2024

		UPSHUR	LEWIS
ADOPTIONS			
CASH		\$375.00	\$250.00
CHECK		\$20.00	\$50.00
E STORE CREDIT CARD		\$225.00	\$200.00
SUBTOTAL		\$620.00	\$500.00
SPAY/NEUTER DEPOSIT			
CASH		\$400.00	\$250.00
CHECK		\$50.00	\$50.00
E STORE CREDIT CARD		\$100.00	\$200.00
SUBTOTAL		\$550.00	\$500.00
BOARD RESCUE			
CASH		\$45.00	\$260.00
CHECK		\$0.00	\$0.00
E STORE CREDIT CARD		\$60.00	\$50.00
SUBTOTAL		\$105.00	\$310.00
MICRO-CHIPPING			
CASH		\$0.00	\$0.00
CHECK		\$0.00	\$0.00
E STORE CREDIT CARD		\$0.00	\$0.00
SUBTOTAL		\$0.00	\$0.00
DONATIONS			
CASH		\$180.00	\$0.00
CHECK		\$1,413.86	\$0.00
E STORE CREDIT CARD		\$35.00	\$0.00
SUBTOTAL		\$1,628.86	\$0.00
SURGICAL UNIT			
CASH		\$0.00	\$0.00
CHECK		\$0.00	\$0.00
E STORE CREDIT CARD		\$0.00	\$0.00
SUBTOTAL		\$0.00	\$0.00
SUMMARY			
	GRAND TOTALS	UPSHUR	LEWIS
CASH	\$1,760.00	\$1,000.00	\$760.00
CHECK	\$1,583.86	\$1,483.86	\$100.00
E STORE CREDIT CARD	\$870.00	\$420.00	\$450.00
TOTAL	\$4,213.86	\$2,903.86	\$1,310.00

318 Mud Lick Road
Buckhannon, WV 26201



Phone: 304-472-3865
Fax: 304-472-9430

ACCOUNT OF ANIMALS REPORT

ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF: **March-24**

ANIMALS RECEIVED									
ACTIVITY	CANINES			FELINES			OTHER ANIMALS		
TYPE OF ADMISSION	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
Brought in by Animal Control Officer	10	23	33	1	5	6	0	22	22
Brought in by City Trapper	0	0	0	0	0	0	0	0	0
Brought in by County Residents	20	6	26	50	26	76	0	0	0
Brought in by Law Enforcement	0	0	0	0	0	0	0	0	0
Drop Box	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
TOTAL ADMISSION ACTIVITY	30	29	59	51	31	82	0	22	22
ANIMALS DISCHARGED									
TYPE OF DISCHARGE	CANINES			FELINES			OTHER ANIMALS		
ADOPTIONS	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
With Charge	20	17	37	11	4	15	0	0	0
Without Charge	0	0	0	0	0	0	0	0	0
TOTAL ADOPTIONS	20	17	37	11	4	15	0	0	0
EUTHANASIA									
Owner Request	3	1	4	2	1	3	0	0	0
Other	0	0	0	0	7	7	0	0	0
TOTAL EUTHANIZED	3	1	4	2	8	10	0	0	0
RESCUES									
With Charge	7	3	10	0	0	0	0	0	0
Without Charge	1	4	5	45	15	60	0	0	0
TOTAL TO RESCUE	8	7	15	45	15	60	0	0	0
MISCELLANEOUS									
Escaped	0	0	0	0	0	0	0	0	0
Returned to Owner	6	7	13	0	0	0	0	0	0
Passed - Natural Causes	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS ACTIVITY	6	7	13	0	0	0	0	0	0
TOTAL DISCHARGE ACTIVITY	37	32	69	58	27	85	0	0	0
INACTIVE STATUS									
Quarantined	0	1	1	0	0	0	0	0	0
TOTAL ANIMAL ACTIVITY FOR PERIOD	67	62	129	109	58	167	0	22	22

CENSUS			
	CANINES	FELINES	OTHER ANIMALS
CENSUS AT BEGINNING OF PERIOD:	22	10	0
CENSUS AT END OF PERIOD:	12	7	22

Amelia L. Cochran
Signature

4-1-2024
Date


John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

March 2024

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	10		
Other			
Animals returned to Owner by ACO:			
Dogs			
Other			
Animals delivered to LUACF:			
Dogs			
Other			
Animals Quarantined by ACO:			
Dogs			
Other			
Animals Terminated:			
Dogs			
Other			
Total Number of Hours Involved			

Signature



4/1/2024

Date



Notice of Special Meeting Upshur County Farmland Protection Board

Location: Upshur County Extension Office Conference Room
91 W Main Street, Ste 102
Buckhannon, WV 26201

Date: April 16, 2024

Time: 6:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: March 2024

BUSINESS ITEMS – Discussion/Update/Action

ANNUAL MEETING REQUIREMENTS:

BUSINESS ITEMS – Discussion/Update/Action

- Easements closed in 2023
- Partner funds obtained in 2023

FINANCIAL MATTERS – Discussion/Update/Action

- Transfer tax collected in 2023
- Balance on hand March 31, 2024

PROGRAM REVIEW

- Re-affirm the Program as presently stated.
- Re-affirm Bylaws V21
- Re-affirm Program Document V23

OFFICER REVIEW

Todd Payne - Chairman – 2nd term ends June 2026
Arley Robinson- Vice Chairman – 2nd term ends June 2025
Randy Kirchberg- Treasurer- 1st term ends June 2027
Laura Rusmisell - Secretary – 1st Term Ends June 2025

ELECTION OF OFFICERS

- Queen and Hicks Application Updates

FINANCIAL MATTERS – Discussion/Update/Action

- Financial Report- Financial Spreadsheet
 - Payment of Bills /Invoices -Turtley For You Consulting, Saddleback Services, etc

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

Notice of Meeting

for
Upshur County Fire Board, Incorporated
 (Statutory Corporation per Chapter 7 Article 17 of the WV Code)

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

Date: Tuesday, April 16, 2024, at the Administrative Annex 98 W Main St Buckhannon, WV

Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Roll Call

Approval of Minutes---March 19, 2024

Public Questions/Comment Period

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

- Cumulative report
- Approval of Sidney Huffman---2nd term
- Financial Report provided to Commission
- Draft of Standard Operating Procedure for reviewing financial reports

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 3/29/2024---\$88,590.01
- Disbursement from Chief Tax Deputy for March---TBD Prior to the meeting

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice #38467---\$237.00
- *GST---Invoice # 96696---Ink Cartridge---\$188.00
- *Upshur County Commission---Reimbursement---Postage---January-March 2024---\$436.62

Tabled item: Review of Ellamore Financial Statement/with update

Second Distribution of Fire Fee funds for 2023 collections

Review/approval of WVCoRP Quote for next fiscal year

Review/approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---Tuesday, May 21, 2024, at the Administrative Annex-91 W. Main St. Buckhannon, WV--
 -Adjournment



***City Council of Buckhannon – 7:00 P.M. in Council Chambers
Meeting Agenda for Thursday, April 18, 2024***

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Send public comments via email to buckhannon@buckhannonwv.org 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 WV Emergency Management Division
- 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 Notice of Public Hearing of Ordinance No. 467 Increasing the City's Fire Protection Service Fees
 - D.2 Notice of Public Hearing of Ordinance No. 468 Increasing the City's Police Protection Service Fees
 - D.3 Notice City Council Meeting Date of May 16, 2024 has been cancelled due to conflict with the WVSF Events
 - D.4 ZBA Memorandum Decision 42 North Locust Street
 - D.5 Charles Gibson Library Director's Report -April 2024
 - D.6 Upshur County Solid Waste Authority Free Paper Shred Event Saturday, April 20th 9am-12noon at 395 Mudlick Rd
 - D.7 FOIA Request- Cheyenne Haley
 - D.8 Office of the State Auditor- Notice of Approval of the Levy Estimate (Budget FY 24/25)
 - D.9 Report of Cat & Dog Activity-Upshur County Commission-March 2024
- E. Consent Agenda**
 - E.1 Approval of Minutes -Regular Meeting 04/04/24, Lay the Levy 04/16/24
 - E.2 Approval of Building and Wiring Permits
 - E.3 Approval of Payment of the Bills
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 FEMA Flood Mitigation Assistance Swift Current Program
 - F.2 Approval Resolution 2024-04 Adopting Region VII Planning & Development Council Hazard Mitigation Updated Plan
 - F.3 Approval Advertisement Job Description for the Position of Director of Public Works
 - F.4 Approval Ordinance No. 467 Increasing the City's Fire Protection Service Fees-2nd Reading
 - F.5 Approval Ordinance No. 468 Increasing the City's Police Protection Service Fees -2nd Reading
 - F.6 Request from Megan Settles to Amend Permitted Uses in R-1 Single Family Residential District to include Airbnb Rental
- 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. Adjournment**

Posted 04/15/2024

Notification Cancelled City Council Meeting on May 16. 2024

From: Teresa Summers <teresa.summers@buckhannonwv.org>

Sent: Fri, Apr 19, 2024 at 11:02 am

To: Barbara Hinkle, Thomas Aman, Katie Kuba, Jerry Arnold, Kelly Arnold, Robbie Skinner, Doug Loudin, Jay Hollen, Dennis Cortes, Mt Hope PSD, JB Kimble, John Miller, Tom Oneill, Catherine Norko, News Room: The Record Delta-WV News, Record Delta, Jack Reger, Tabatha Perry, Adrian PSD, Vincent Smith, Ethan Crosten, Rodney Irvin, Rodney Irvin, Sutton Stokes, Debora Brockleman, Randy Sanders, Helen Echard, Brad Hawkins, My Buckhannon.com, David McCauley, Amberle Jenkins, Mayor Jerry A. Marco, Mills, Terry L LTC USARMY NG WVARNG (US), Jerry Henderson, Holly Gregory, Billie Davidson, Andrew Loudin, Robbie Skinner, Alice Teets, dixie green, Jerry Arnold, Chris Garrett, R.S., Stockert Youth, Shelia Lews-Sines, Brad Johnson, BUChamber Info, Richard Clemens, Cindy Hughes, Amanda Hayes, Matoula Hartley, Tim Smith, Monica Zalaznik, Lacy Ramsey, Tim Reese, Liz Roberts, Steve Santilli, Ammie Garman, Hodgesville & Tennerton PSD, Pam Bucklew, Kristie Tenney, Jody Light, CJ Rylands, Matt Gregory, Elkins Road PSD, Clark Barnes, J B Kimble, Elissa Linger

City of Buckhannon Notification: The City Council of Buckhannon Meeting Date of THURSDAY, MAY 16, 2024 has been CANCELLED due to scheduling conflicts.

Posted 04/18/24

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Teresa Summers

City of Buckhannon

Mayor's Office-Secretary

304-472-1651 Ext. 1001

This message may contain confidential and/or restricted information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. This message shall not be forwarded or distributed unless the sender consents to forwarding or distribution. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



Upshur County Farmland Protection Board
Regular Monthly Meeting
December 18, 2023
Upshur County Extension Office
 91 W Main Street, Ste 102, Buckhannon, WV 26201

MEMBERS PRESENT: Todd Payne-Chairman, Mike Hicks, and Arley Robinson- Vice Chairman, Doug Bush- County Commissioner, Randy Kirchberg

MEMBERS ABSENT: Robbie Skinner-UCDA Representative, Laura Rusmisell- Secretary

OTHERS PRESENT: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 6:22 pm by Todd Payne, Chairman.

APPROVAL OF MINUTES: Motion was made by Doug Bush that we accept the October 17, 2023 minutes as presented. Randy Kirchberg seconded the motion. **Motion passed.**

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

Hinkle Easement: The survey has been completed. It will be put on file when the easement is filed. The next step to the Hinkle Easement is to have a Deed review and baseline documents are to be completed. We are working with Hinkle's family to see how to proceed. Doug Bush made the motion to table this decision. Arley Robinson seconded the motion. **Motion carried.**

Potential Easements: Discussion about a couple property owners interested in applying for easements. Next deadline for applications is January 1st. At the current time Mimi has received two applications for the new cycle. These applications will need reviewed. One application is from Mike Hicks who is a current board member. Mike Hicks will be submitting a letter of resignation so that this board may proceed with his easement. Doug Bush will reach out to the Tygart Valley Conservation District to appoint a replacement for this position.

FINANCIAL MATTERS - UPDATE/ACTION ITEMS: Doug Bush made the motion to pay the invoice to Appalachian Engraving and Design for the plaques made for the past members. Randy seconded the motion. **Motion carried.** Mike made the motion to pay the invoice to Ascent Consulting and Engineering for the survey that was completed on Hinkle's easement. Arley seconded the motion. **Motion carried.** Mike Hicks made the motion to accept with no corrections and file for audit the presented financial statements presented. Doug Bush seconded the motion; **Motion Passed.**

OTHER BUSINESS: No other business

DATE AND LOCATION OF NEXT MEETING: January 16, 2023 at 6 pm. The meeting location will be held at the Upshur County Extension Office.

ADJOURN: 7:12 pm

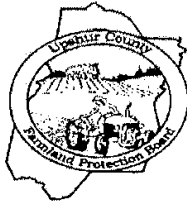
Upshur County Farmland Protection Board Minutes Submitted By:

 Mimi Riffle

Approved:

Laura Rusmisell

Doug Bush



Upshur County Farmland Protection Board
Regular Monthly Meeting
February 6, 2024
Upshur County Extension Office
 91 W Main Street, Ste 102, Buckhannon, WV 26201

MEMBERS PRESENT: Todd Payne-Chairman, Frank White, Doug Bush- County Commissioner, Randy Kirchberg and Laura Rusmisell- Secretary

MEMBERS ABSENT: Robbie Skinner-UCDA Representative, Arley Robinson-Vice Chairman

OTHERS PRESENT: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 6:00 pm by Todd Payne, Chairman.

APPROVAL OF MINUTES: Motion was made by Doug Bush that we accept the December 18, 2023 minutes as presented. Randy Kirchberg seconded the motion. **Motion passed.**

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

New Board Member: Frank White was introduced as the new board member for the Tygart Valley Conservation District.

Applications for 2024: The Farmland protection board received three applications for review for the 2024 January 1st application cycle. Queen, Suan and Hicks applications were given to the board for review. The board worked together to go over the ranking system for each application. A discussion about how the points system works for the parcel being submitted as a whole and with a homesite/reservation. Laura Rusmisell moved that when ranking an application the board will allow 1-2 acre homesite to be reserved or allotted per 50 acres and the application will still qualify for the entire tract being enrolled on the ranking guide. Doug Bush seconded the motion. **Motion carried.**

Queen Application: Doug moved that the board accept the application for the Queen easement. Laura seconded the motion. **Motion carried.** The board will proceed with the Queen easement application.

Hicks Application: After ranking and discussing the Hicks easement application, more information is needed about his homesite retention request. Doug moved that we table the Hicks application until more details are available. Randy seconded the motion. **Motion carried.**

Suan Application: After review and ranking of the Suan application the board determined that he does not meet the requirements of the ranking criteria.

FINANCIAL MATTERS - UPDATE/ACTION ITEMS: Laura made the motion to pay the WVAFPB invoice for the annual dues. Doug seconded the motion. **Motion carried.**

Doug Bush made the motion to accept with no corrections and file for audit the presented financial statements presented. Frank White seconded the motion; **Motion Passed.**

OTHER BUSINESS: With Mike Hicks being replaced on the board, he will need to be removed as Treasurer and replaced. Frank White made the motion to name Randy Kirchberg as the Treasurer. Laura seconded the motion. **Motion carried.** Frank made the motion to remove Mike Hicks from the account at Citizen's Bank and put Randy Kirchberg on the account and make no changes to the other signers. Laura seconded the motion. **Motion carried.**

DATE AND LOCATION OF NEXT MEETING: March 19,2024 at 6 pm. The meeting location will be held at the Upshur County Extension Office.


ADJOURN: 8:43 pm

Upshur County Farmland Protection Board Minutes Submitted By:


Mimi Riffle

Approved:





Upshur County Solid Waste Authority
Board Meeting Minutes—March 11, 2024

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA Building (located at 380 Mudlick Rd. Suite 102 Buckhannon, WV 26201) at 4:33 p.m. on March 11, 2024.

Present at the meeting were: Joyce Harris-Thacker, Jackie McDaniels, Paula Stone, Scott Randall, Mary Gower and Director Belinda Lewis. A quorum was present. There were no guests.

The minutes of the February 12th meeting had previously been sent to the members and were part of the agenda packet. A motion to accept the minutes was made by Jackie. Seconded by Scott. Motion carried.

The Financial Report for February was presented by the treasurer at this time of the agenda. Register Reports for the four bank accounts with First Community Bank covering February 2024 were presented. The ending balances for the accounts are as follows:

	<u>January</u>	<u>February</u>
• REAP	\$100.00	\$100.00
• SWMB	\$9,306.13	\$9,306.13
• Money Market	\$19,719.21	\$19,730.92
• Operating	\$52,799.32	\$56,403.87

A motion to accept was made by Mary and seconded by Paula. Motion carried.

The Director reported on submitting information to the Small Government Monitoring Program at the State Auditor's Office, working with Ralston Press on the EDDM Brochure and the letterhead, updating the Siting Plan and contacting elementary principals and 4th grade teachers about the 4th grade field trips.


Shirley Breitenbach, the director's mother, makes washcloth animals for the 4th grade field trip and it was asked that she submit invoices for reimbursement.

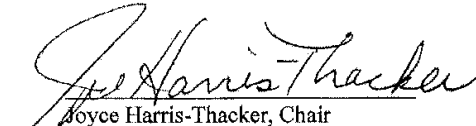
Discussion was held on the upcoming FY 2025 SWMB Grant application, which is due by April 30th.

The Resolution for the reallocation of funds from the SWMB Grant was read by the Chair, Joyce Harris-Thacker. Jackie McDaniels moved to approve the Resolution. Seconded by Scott. Motion carried.

With no further business, the meeting was adjourned at 4:53 p.m.

Respectfully Submitted, (March 11, 2024)


 Belinda Lewis, Director


 Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office)

Upshur County Solid Waste Authority
DIRECTOR'S REPORT – Belinda Lewis
Period from February 13, 2024 – March 11, 2024

Activities Included:

- Prepared and distributed by email the minutes of the February meeting.
- Checked email and post office box several times a week.
- Recorded deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book.
- After February meeting, made copies of checks and mailed them and scanned a copy of the minutes to the county.
- Reconciled bank statements for February.
- Prepared checks to be signed by at the March meeting.
- Prepared agenda and packets for March meeting and emailed a copy of the agenda to the board and the media.
- Cleaned office.
- Fielded many recycling calls on my cellphone.
- Sent updates to the board.
- Sent all information to the Small Government Monitoring Program for the 2023 audit.
- Continued to correspond with my Buckhannon City contact about information needed for the Siting Plan revisions.
- Contacted Recycling Promotions about promotional items.
- Completed the completion of the EDDM brochure and delivered to Ralston Printing.
- Contacted Ralston about ordering letterhead.
- Contacted via email the principals of all elementary schools about possible April 4th grade field trips.



Upshur County CVB Board Meeting

March 13, 2024 Minutes

Call Meeting to Order. Randy was late.

Approval of Minutes: Unanimously approved, no changes.

Treasurer's Report: Balance sheet/profit loss was shared in excel. No questions were shared by board members.

Director's Report

- Hospitality University recap: Attended in Lewisburg---lots of new things to learn. Some event was legislative, some student focused. It was recommended that any bills of concern might be shared.
- BUMS Career Day Event: Last week we attended---100s of students came through, a PowerPoint and viewfinders were shared.
- Wildlife Center Letter of Support: letters of support were sent (previously vetted with the board).
- New Rack Cards: Drafts shared and readying for distribution---need band lineups from Barbeque Bash and Strawberry Festival.
- Event Center Alcohol: Utilized alcohol (CJ Rylands provided cater/bar through one day license). Excess alcohol stays with original license so transfer or recycling of alcohol is challenging and must follow strict protocol. A new manager Matoula Hartley has been hired to manage Colonial Arts Center and Event Center.
- Old Business:
 - Grant Program revamp was briefed. Hope would be to have the revised process in place by July 1.



- Some interest in creating more access points for flatwater recreation, 45 miles of possible flatwater development, special rack cards to spread work and get traction on this---
- New Business:
 - April Meeting – time and/or date change due to Chamber Event on 4/10 11-2, could be a long time running from the chamber event into the meeting. We will move the meeting to April 17th at 3.
 - Annual Review---form will be sent to members to complete. Executive officers meet, one document is compiled and provided back. The process was discussed. We may use a digital form. Forms and timeline for discussion will be shared soon.
 - SUBA annual dinner April 3 at 6 PM to benefit The Christmas Store.
 - Fliers for the annual event April 10—17th of April is local candidate forum.
- Motion to Adjourn Meeting 3:56 PM

NEXT MEETING: April 17, 9:00 AM 2024

Upshur County Safe Structures and Sites Enforcement Board
March 14, 2024

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

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

The February 8, 2024 meeting minutes were reviewed. On motion by J.B. Kimble, seconded by Chris Cook, the meeting minutes were approved.

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 10th, 2024 and reviewed at the meeting on April 11th, 2024.

060823-01 (Sipe): This property is located at 88 Jack Lane in Buckhannon. The property owner was previously located by the Upshur County Sheriff's Department and resided in New Martinsville, WV. A Process of Service was sent to the property owner notifying her of the 1st extension to March 13th to clean up the property. The Process of Service was unsuccessful, as the property owner has moved. The Wetzel County Sheriff's Department provided a forwarding address. The property owner was sent a letter notifying them of the 1st extension at the forwarding address that was also returned unclaimed. New photos were reviewed. After discussion, on motion by J. B. Kimble, seconded by Chris Cook, the Board voted to investigate the tax payment status of the property and review again at the April meeting.

101223-01 (Rowland) This property is located at 871 Country Club Road. The Board voted at their November Meeting to give until April 10, 2024 for the property to be brought into compliance. Photos will be taken and reviewed at the April 11, 2024 meeting.

101223-03 (Ervin) This property is located at 570 Old Elkins Road. The Board voted at their November meeting to give an extension until January 10, 2024 to bring the property into compliance. Photos were taken and reviewed at the January 11, 2024 meeting with no change or improvement noted. The Board voted to grant its 1st extension to March 13th, 2024 to bring the property into compliance. Photos were reviewed by the Board. Entrances into the structure on the property have been secured. After discussion, on motion by Chris Cook, seconded by J.B. Kimble, the Board voted to close the case.

101223-04 (Robinson) This property is located on the corner of Natural Bridge/Harvey Golden Rd in French Creek. The Board voted at their November meeting to give 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. The Board voted at their November meeting to give until January 10, 2024 to bring the property into compliance; however, the mail notification was returned unopened. Therefore, the Board voted to notify the property owners of the extension through Process of Service at their December meeting. The Process of Service was delivered and accepted by a daughter living on the property. Randolph and Grace Hosaflook are both deceased. The Administrator of the Estate is a Carolyn Villaverde, whose last known address was updated in 2013. The Board is aware that the property was sold at a tax sale, recorded in May 2023 from a company located in Marlinton, WV. The property is scheduled to be under new ownership on or near March 22, 2024, if taxes are not redeemed. A letter of

investigation mailed to Ms. Villaverde was returned unclaimed. On motion by Jerry Wamsley, seconded by Chris Cook, the Board voted to discuss this property again at the April 2024 meeting when a potential new owner may be in place.

110923-01 (Kenny): This property is located on Slab Camp Road. The Board reviewed photos of the property at their December meeting and found that it is in violation of the Ordinance. On motion by Chris Cook, seconded by J.B. Kimble, the Board voted to send a Letter of Required Action to the property owner giving until April 10, 2024 to bring the property into compliance. Photos will be taken April 10, 2024 and reviewed at the April 11, 2024 meeting.

121423-01 (Grose): This property is located near Middlefork River Campground. A Letter of Investigation was sent to the property owner after the December meeting. Wendel and Ana Grose attended today's meeting and requested a copy of the complaint. They asked if they could gather items together and place a tarpaulin over them for the winter months. He reported that one vehicle was removed today. They appear cooperative in bringing the property into compliance. On motion by Chris Cook, seconded by Jerry Wamsley, the Board voted to give a required action date of July 10th, 2024 to comply with bringing the property into compliance.

011124-02 (Bevins): This property is located at 462 Little Sand Run Road, previously listed as Roessing. Photos were taken of the property on January 31, 2024 and reviewed by the Board. The building on the property is unsafe. On motion by Chris Garrett, seconded by Chris Cook, the Board voted to send a Letter of Required Action to the property owner, giving them until May 8th, 2024 to bring the property into compliance. The Board will review this case again on May 9th, 2024.

020824-01 (B. Tenney): This property is located at 97 Tahoe Street. Photos were taken and reviewed. Mold, originally identified by the Sanitarian, has been painted over. There was a significant amount of water standing under and near the structure and the interior electrical box was not up to date. Guidance was provided to the property owner regarding the issues. On motion by Chris Cook, seconded by J.B. Kimble, the Board voted to send give the owner until April 10th, 2024 to bring the property into compliance. Updated photos will be taken that day and reviewed at the April meeting.

020824-02 (Bailey): This property is located at Claypool Hollow Road. This property was previously addressed, clean up and dismissed by the Board in 2022. Updated photos were reviewed revealing a significant amount of debris, junk, old camper and trailer, old cars, etc. on the property. After much discussion, on motion by J.B. Kimble, seconded by Chris Cook, the Board voted to refer this case directly to the County Commission due to the reoccurring nature of the complaint. Compliance Officer, Greg Harris, will prepare a letter for the Commission.

020824-03 (Cutright): This property is located on Marjorie Ann Drive. Photos were reviewed. A substantial amount of debris, junk, metal, and open structures are present on the property. On motion by J. B. Kimble, seconded by Chris Cook, the Board voted to send a letter requiring that the property be cleaned up by May 8th, 2024. New photos will be taken and reviewed at the May meeting.

The Enforcement Board reviewed the following new cases:

031424-01 (Chapman): This property is located at 4501 Old Elkins Road and was referred to the Safe Sites and Structures Board previously in 2021. That allegation resulted in the Department of Highways and Department of Environmental Protection getting involved to clean up the property. After discussion, on motion by Chris Cook, seconded by J. B. Kimble, the Board voted to table any action until an update could be obtained by Cindy Hughes, Assistant Administrator. The property will be reviewed again at the April meeting.

Public Comment:

None

Other Business:

The next meeting will be held on Thursday, April 11, 2024 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. On motion by Greg Harris, seconded by Chris Cook, the meeting adjourned at 3:36 p.m.

Approved by:


Greg Harris, Compliance Officer

Date

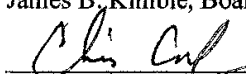
04/11/24

Chris Garrett, Board Member

Date

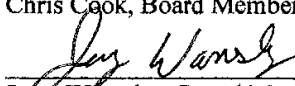
James B. Kimble, Board Member

Date


Chris Cook, Board Member

Date

4-11-2024


Jetry Wamsley, Board Member

Date

4-11-2024

**Upshur County Fire Board Meeting
March 19, 2024**

Members Present: Sidney Huffman, Kristie Tenney, Donna Matthews, and Jesse Davidson

Members Absent: Joseph Gower, Steven Linger, and Rick Harlow

Others Present: Bill Green, Chief; Tyvonne Gibson, Bruce Tombllyn, Brian Zickefoose, Arnold Hawkins, Wes Marsh, Randal Allen, James Kimble, Tanner Smith, Cole Kelly, and Nic Rice, Guests; and Toni Newman-Fire Fee Clerk

The meeting was called to order by Kristie Tenney at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from February 20, 2024, were approved on motion by Donna Matthews and second by Jesse Davidson.

The Fire Fee Clerk reported the 2023 fees are at 87 percent collected.

The checking account balance as of 2/29/2024 was \$84,290.49. The disbursement from the Chief Tax Deputy was \$5,515.84 for the month of February.

The following invoices were reviewed and approved upon motion by Sidney Huffman and second by Donna Matthews: Software Systems---monthly maintenance---Invoice # 38366---\$237.00; Upshur County Commission---reimbursement---P-card supplies---\$151.24

Tyvonne advised lists of needs of the Fire Departments had been provided to the County Administrator. Kristie advised that the County Administrator was drafting a Memorandum of Understanding for the VFDs to sign for the distribution of the State funding provided to the county. Each VFD will receive approximately \$12,000.00 each.

After discussion and on motion by Sidney Huffman and second by Jesse Davidson, the Board requested that Kristie contact the state auditor with the remaining concerns regarding the current financial report provided to the Board by the Ellamore VFD.

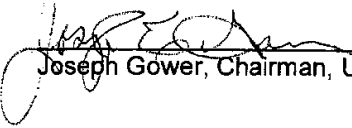
After discussion, and on motion by Donna Matthews and second by Jesse Davidson, the Board approved a second disbursement of the 2023 collected funds in the amount of \$5,000.00 for each VFD to be distributed at the April 16th meeting of the Board.

There was 1 corrective ticket this month, approved on motion by Sidney Huffman and second by Jesse Davidson. The Board approved 5 Exoneration Requests.

Tyvonne Gibson announced there will be a Fire Association meeting on Wednesday, March 27, 2024, at 7:00 pm at the Adrian VFD. Sheriff Coffman has been invited to speak about active shooters.

Kristie advised there will be training provided at the end of September regarding recruitment and retention.

There being no further business, the meeting adjourned. The next meeting will be April 16, 2024, at the Administrative Annex, 91 W. Main Street Buckhannon, WV 26201


Joseph Gower, Chairman, Upshur County Fire Board


Board Member

Jabatha

**UPSHUR COUNTY YOUTH CAMP BOARD
AGENDA
March 21, 2024**

Call to order

Secretary's report for February 29, 2024
Financial Statement for February, 2024

New Business:

1. Status of Maple heat/air unit
2. Response to Gini's post
3. Other new business

Old Business:

1. Summer help
2. Work on the trail
3. Other old business

Greg's Comments:

Adjournment:

Next meeting will be held Thursday,
April 18, 2024, at 6:30 pm. Location to be discussed

UPSHUR COUNTY YOUTH CAMP BOARD

March 21, 2024

The Upshur County Youth Camp Board met in regular session on Thursday, March 21, 2024 in the WVU Extension Office. President Craig Presar called the meeting to order at 6:30 pm. In addition to the president, members present were Bebe Burnside, Gini Croaff and Thanna Wentz. Debbie Hull did not attend. Also in attendance was a spokesperson for 'Leadership for Upshur' Elizabeth Shahan.

The secretary's report and treasurer's report were approved by motions made and seconded by Gini and BeBe.

1. A new electric line for the air conditioning has been layed from Maple Lodge to the power source, which is below the dining hall. Greg dug the ditch line and Twisted Wire Electric Company installed the wire. Greg said the commission has agreed to pay for heat and air (as needed) in both Maple and the dining hall.
2. Gini has received several promising responses from her Facebook request for folks who might be interested in working with us to draw up a blue print to submit with our request for grant money to build a new assembly hall. One response in particular was from Marsha Benson from Fairmont State.
3. Greg stated that Emergency Services is "stongly suggesting" that we invest in equipment to properly dispose of grease and food waste. Craig loaned Greg catalogue to order this equipment from.
4. Judson Baptist has requested to place a permanent structure (trailer) near the 4-H storage building to store their equipment in. This was approved.
5. Bebe's letter introducing the camp has been mailed to churches and colleges but no responses yet.
6. Two of the summer kitchen help, Bert Huffman and Melissa Lewis will begin on May 1.
7. Off duty officers from the Sheriff's department have volunteered to spend evenings at the camp during camps.
8. Steve Wycoff, from Homeland Security has asked to meet with the Board to discuss the possibility of using the camp as a shelter during weather emergencies.
9. Elizabeth Shahan, representing Leadership Upshur, announced that their team will be working at the camp on May 1. They plan to clean and clear



UPSHUR COUNTY
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
181 PALLOTINE DRIVE, BUCKHANNON, WV 26201
PHONE: (304) 472-4983 FAX: (304) 472-6539

Date: March 28, 2024

To: Upshur County Commission

From: Steve Wykoff, Director
Upshur County DHSEM

Re: Radio tower currently located at old jail

Honorable commissioners,

There is an unused radio tower currently located outside the old jail building. As demolition work will be starting soon in that area, I am requesting the tower be moved to the EOC for use by DHSEM and CERT if there are no plans for it otherwise. This tower would be beneficial for the amateur radio / emergency communications program we have started under the CERT program.

Respectfully submitted,