

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 4, 2024
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• March 28, 2024
- 9:15 a.m. Addie Helmick on behalf of Women’s Aid in Crisis – Presentation of Sexual Assault Awareness Month Proclamation. *
- 9:20 a.m. Lori Ulderich Harvey, Upshur County Family Resource Network Director – Presentation of Child Abuse Prevention and Awareness Month Proclamation. * [Pages 4-5](#)
- 9:30 a.m. Samantha Ribeiro Matos -- Presentation of Autism Awareness Proclamation celebrating April as Autism Awareness Month. *
- 1:00 p.m. Court Security Advisory Board meeting

Items for Discussion / Action / Approval:

1. Approval and signature of World Vision Product Resources Cooperative Agreement on behalf of the James W. Curry Library. * [Pages 6-11](#)
2. Review and signature of an Agreement between the Upshur County Commission and WVU Medicine – St. Joseph’s Hospital. This agreement jointly engages Out On a Limb to remove trees, brush, and debris located on property situated between 02-5G-11.1 and 02-5G-12 which is negatively impacting communications at 181 Pallottine Drive. This Agreement further creates between them a mutual hold harmless and cross-indemnity arrangement. * [Pages 12-13](#)
3. 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. * [Pages 14](#)
4. Approve resignation of an employee. *
Item may lead to Executive Session per WV Code §6-9A-4 (A)
[Under separate cover](#)
5. Approval of employment of Upshur County Youth Camp Staff, effective April 29, 2024. *
Item may lead to Executive Session per WV Code §6-9A-4 (A)
[Under separate cover](#)

6. 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. Freedom of Information Act (FOIA) request and fulfillment from Tourism Economics requesting statistics regarding bed tax receipts and rates for Upshur County during 2021, 2022, and 2023. Page 15
2. Correspondence from Meagan James, Program Coordinator for the County Commissioners' Association of West Virginia, announcing National County Government Month and inviting 8th Grade Students to participate in an Essay Contest on the topic "How does my County Commission make life better for me?". The deadline for submissions is 5:00 p.m. on April 19th, 2024. Page 16
3. Notification from FirstEnergy Corp. announcing that tree-trimming work is underway to help prevent or minimize power outages in West Virginia. Page 17-19
4. Upshur County Fire Board, Inc. Financial Report for the period of January – March, 2024. Pages 20-32
5. Upshur County Building & Floodplain Permits for the month of March, 2024. Page 33
6. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Upshur County Solid Waste Authority Flyer Pages 34-35
 - b) Agendas and/or Notice of Meetings:
 - Elkins Road Public Service District April 2, 2024 Page 36
 - City Council of Buckhannon April 4, 2024 Page 37
 - City Council of Buckhannon – Special Meeting April 16, 2024 Page 38
 - c) Meeting Minutes:
 - None

***Dates and times of monthly board meetings are viewable at:**
www.upshurcounty.org -- Upcoming events are listed on the main page.
7. 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)

None

Next Regular Meeting of the Upshur County Commission

April 11, 2024 --- 9:00 a.m.

Upshur County Courthouse Annex

There will be a Special Meeting held on April 16, 2024 at 9:00 a.m. The meeting scheduled for April 18, 2024 has been cancelled.

**CHILD ABUSE PREVENTION AND AWARENESS MONTH
APRIL 2024**



WHEREAS, during child abuse and neglect prevention month, it is important to talk about what each and every one of us can to make sure that children in our community grow up healthy, safe, and loved;

WHEREAS, child abuse and neglect is a symptom of a larger problem – the lack of resources in and support for families in our community, and the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

WHEREAS, when the well-being of children and families becomes the priority of everyone in the community, the number of child abuse and neglect cases will decrease, and other good things will happen such as better health outcomes, improved school performance, etc.;

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment;

WHEREAS, this month, it is important that every member of our community consider what they can do to improve our collective well-being which can be achieved by volunteering, making donations, or advocating for family-friendly policies and programs – everyone can take their turn making a difference.

WHEREAS, child abuse prevention month is an especially good time to talk about the five Protective Factors (Knowledge of Parenting and Child Development; Parental Resilience; Social Connections; Social and Emotional Development of Children; and Concrete Support in Times of Need) and how, when present, they increase the health and well-being of children and families.

NOW THEREFORE, THE UPSHUR COUNTY COMMISSION does hereby proclaim the month of **April** as **Child Abuse Prevention and Awareness Month** in **Upshur County** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed on April 4, 2024

Samuel Nolte, President, Upshur County Commission

Doug Bush, Upshur County Commission

Kristie Tenney, Upshur County Commission



PRODUCT RESOURCES COOPERATIVE AGREEMENT

WHEREAS, World Vision has offered to provide and supply certain donated products as available to James W. Curry Library, a 501(c)3 charity or organization with a mission and ethos consistent with World Vision, hereinafter referred to as "Partner Organization," and; whereas, Partner Organization has warranted to the title owner, World Vision, that all items received will be duly inspected by a qualified member of their staff and found fit for human consumption (if applicable), or they will not be accepted,

Therefore, Partner Organization thereby warrants, represents, and guarantees as follows:

1. That World Vision and the original donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption/use of any or all such donated items.
2. That all items accepted are accepted in an "as is" condition.
3. That Partner Organization and subsequent recipient organizations will utilize employees or volunteers having sufficient training and orientation in the safe and proper use of donated items.
4. That Partner Organization and subsequent recipient organizations, because of the qualification of its personnel, as above specified, hereby accepts full responsibility for the purity and fitness for human consumption or use of any and all items accepted.
5. That Partner Organization and subsequent recipient organizations will serve/use the product within six months, to provide maximum utility.
6. That Partner Organization and subsequent recipient organizations hereby warrant and guarantee to World Vision and to the original donor that it will hold them harmless of action, suits of law or inequity, or any obligation whatsoever arising out of or attributed to any action by the Partner Organization and subsequent recipient organizations in connection with its storage and/or use of the items supplied to it by World Vision.
7. That Partner Organization and subsequent recipient organizations will use the donation solely for projects within its organization relating to its mission/exempt purpose and solely for the ill, the needy, or infants.



8. That Partner Organization and subsequent recipient organizations will neither offer for sale, sell, transfer, nor barter the products supplied by World Vision in exchange for money, other properties, or services unless written consent is received from World Vision's GIK department and the original donor (per Interagency AERDO standards).

9. That Partner Organization and subsequent recipient organizations accepts the AERDO GIK Standards in its valuation, reporting, and other GIK-related practices.

10. That Partner Organization and subsequent recipient organizations will not give this donation to another U.S. nonprofit organization if that organization intends to directly pass the GIK on without adding value to it, as addressed in the AERDO GIK Standards. Furthermore, if a Partner organization or subsequent recipient organization is not the end-user (distributing the GIK to the end-use beneficiary or using the GIK in its operations) Partner Organization and subsequent recipient organizations agree that it will only accept a GIK donation if it adds value to the GIK received from World Vision, otherwise it will make every effort to remove itself as a recipient of the GIK.

11. That Partner Organization agrees to provide end-use documentation.

12. Partner Organization hereby guarantees that all of the above requirements will be applied to subsequent recipient organizations.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of the Partner Organization, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this document of release.

PRINT NAME OF AGENT Samuel R. Nelt

TITLE Upshur County Commission President

Must be Executive Director, Senior Pastor, or School Principal

NAME OF ORGANIZATION Upshur Co. Commission / James W. Curry Library

MAILING ADDRESS 91 W. Main St. Ste 101

CITY Buckhannon STATE WV ZIP 26201

TELEPHONE NUMBER 304-472-0535 FAX 304-473-2802

E-MAIL countycommission@upshurcounty.org

DATED THIS 4th DAY OF April, 20 24

SIGNATURE _____

Attachment: AERDO Standards



SUMMARY OF GIK INTERAGENCY STANDARDS

The purpose of the Interagency standards as developed by AERDO (Association of Evangelical Relief and Development Organizations) is to establish and maintain a set of "industry standards" with respect to the procurement, documentation, financial reporting, use, and overall practices with respect to private gifts-in-kind (GIK). Because donors receive tax write-offs for donations of GIK, it needs to be distributed according to IRS requirements. What follows are some critical points that you need to know, taken as excerpts from the original document.

Standard #1 - Compliance with Agency Mission: All gift-in-kind (GIK) donations must be used in furtherance of the tax-exempt mission, purpose, and program objectives of the recipient non-profit.

Standard #2 - Product Appropriateness: Each non-profit shall have established written policies and procedures for screening GIK prior to acceptance from the donor and utilization to ensure cultural, social, and programmatic appropriateness. No out-dated products manufactured for human consumption should ever be accepted or shipped. Dating on product should be sufficient to secure, accept, value, distribute, dispense, and distribute to be consumed by the intended individual recipients prior to the expiration date.

Pharmaceutical and medical equipment donations should be guided and informed by World Health Organization (WHO) guidelines.

Standard #3 - Valuation Recording Practices: GIK contributions received shall be valued at their fair values as of the date of donation (FASB ASC 958-605-30-2).

Standard #4 - Required Documentation: All GIK recorded as revenue and expense by a non-profit organization needs to be supported by documentation relating to product value, donated inventory, verification of receipt, and record of end-use or transfer. Although it is not necessary to obtain a record of end-use prior to recording revenue and expense, the document should be obtained for monitoring and evaluation purposes.

Standard #5 - Recognition of Revenue and Expense: The number of organizations accepting a GIK donation should be limited to those which have critical roles to fulfill in order to help those in need, prioritizing the best interests of the public over the best interests of the charity. Generally, a GIK donation should not be accepted by an organization if acceptance will result in more NPOs than necessary recognizing the GIK revenue between the time it is received from the original donor and when it is given to the end-user. In combination with Standard #1, this guidance will normally limit the organizations which should recognize revenue to those organizations that either had a direct role in the procurement of the GIK from the original donor or distributed the GIK to the final beneficiary. Any other NPO receiving GIK as a donation recipient should only accept the donation if it will take physical possession of the GIK and add significant value by increasing the utility of the GIK, not simply add value to the GIK transaction by providing storage or transportation.

Standard #6 - Service Fees Charged by NPO Service Agencies: Service fees charged when one NPO donates a gift-in-kind donation to another must not be based upon the value of those gifts but should reflect the expenses incurred to administrate, process, warehouse, manage and handle the GIK provided.

Standard #7 - Disclosure: Financial statements should disclose information about the valuation, source, and use of GIK. The basis and method for valuing donated GIK should be disclosed in an organization's financial statements.

WORLD VISION MEMBERSHIP PRE- APPLICATION		
APPLICANT INFORMATION (PLEASE COMPLETE ALL INFORMATION REQUESTED)		
Name of Organization or Church: James W. Curry Library		
Pastor or Director Name: Joan McDaniels	Pastor or Director Telephone #: 304-406-8185	
Serving since: 2014	Organization Phone #: 304-924-6724	
Organization Address: 1721 Brooks Hill Rd		
City: French Creek	State: WV	ZIP Code: 26218
Email: jtmcdaniels@upshurcounty.org	Web Site: https://www.currylibraryandpark.com/	Facebook: @jwopt
GENERAL INFORMATION		
Are you interested in Buildings Material or Essential Supplies or BOTH? Both		
Please list the programs you offer to the community on the attached program sheet		
Number of People You Serve ANNUALLY : Adults (1683) Children (621)		
Number of Paid Staff: 2		
Number of Volunteers:		
COMMUNITY PARTNERS		
Who are your community partners? Selbyville Volunteer Fire Department, Brooks Hill Community Building, Upshur County Commission, Buckhannon CVB.		
RELATIONSHIP WITH WORLD VISION		
Were you ever a member of the Storehouse? No	Are you renewing your membership from last year? Yes	
(RENEWALS ONLY) Did you provide feedback last year? No		
What kind of product do you need for your programs? Cleaning, Office, School & Craft Supplies, Toys, Books, Games, Household/Kitchen Supplies Possibly small amount of building supplies for our blessing box and community garden.		
Annual Membership Fee: \$100.00		
PLEASE ANSWER: WHY SHOULD WORLD VISION SELECT YOUR ORGANIZATION TO BECOME A MEMBER?		
Here at James W. Curry Library we are dedicated to serving the community. We are looking to expand our outreach. In order for us to do that we need help with prizes for the children as incentives for them to participate in our programs. I would like to have a section dedicated to things people could take if they needed such as socks, oral care, and so on. We have a very limited budget to spend on our programs the extras would go a long way in helping our community.		
HOW DID YOU HEAR ABOUT WORLD VISION?		
Previous Librarian Judith has recommended we keep in touch with world vision as it has been very good for the community.		
SIGNATURES		
I authorize World Vision the verification of the information provided on this form. I also verify that I have the authorization to fill out this pre-application and I understand that filling this application does not mean I am selected to become a member.		
Pastor/Director Name: Tabatha Perry, County Administrator	Signature: <i>Tabatha R. Perry</i>	
Name of Applicant: Joan McDaniels	Applicant Signature: <i>Joan McDaniels</i>	
Applicant Position: Library Attendant	Date: 03/14/2024	
OFFICE USE ONLY		
Approve or Reject:	Signature:	Date:

Email form to appalachianprograms@worldvision.org or fax to 304-982-7984
Or mail to :259 Chestnut Street, Philippi, WV 26416

Programs Sheet

Organization Name James W. Curry Library

We need to know what you are doing. Please help us to help you. Explain on the back if necessary.

Outreach Target Groups: We would like to know about your programs you offer to the community and ministries that are focused on individuals for the purpose of meeting their physical, spiritual, educational or social needs. In order for us to best serve you, please complete the information concerning all the programs your organization coordinates.

Instructions: Please refer to codes below.

Program Description	Participants	# of Adults Served	# of Children Served	Frequency
Example: Food Pantry	Families	75	25	Bi-Weekly
Summer Reading Program: Helps prevent a "summer slide" This theme based literacy program includes stories, crafts, and activities. Ages: Infant-15	Families	10-25 a week	24-35 a week	Weekly
Family Story time: Literacy-based storytime for families with children ages 6 months and up. Stories, Crafts, Games and Activities.	Families	4-8 a week	5-12 a week	Weekly
Holiday and Special Events: Age appropriate stories, crafts, and activities for those special occasions like Christmas and Halloween. We try to provide a few treats and prizes or books for each.	Families/ Community at large	50-60 (programs average)	90-100 (programs average)	Occasionally
Story Trail: Rotating stories posted on a gentle walking trail geared to families with young children. Combines literacy activity with physical activity to promote healthy lifestyle.	Families	Unknown*	Unknown*	Seasonal: April - November
Community Garden: We are going to provide an area for the garden to thrive We have cattle panels donated and some fencing will need more to get it going. But through donations and community help, we are hoping to have a good turn of vegetables for the community.	Community	Variable	Variable	Every Day in growing season
Blessing box: We are hoping to add a blessing box for the community. We are considered a poor community so we are hoping to give back.	Community	Variable	Variable	Every Day
Back to School Bash: Will be holding an event for the students to receive school supplies and have fun before needing to go back to school.	Families	Unknown at this time	Unknown at this time	Annually
Teen Scene: Offering a safe space for teens to hang out and possibly do crafts, classes, homework help, if teens come to us with an idea of what they would like to do we will make it happen.	Teens 11-18	Unknown at this time	Unknown at this time	Weekly
Christmas @ Curry Festival of lights: Major fund raiser to fund children's programming. Provides a drive through event focusing on Christmas (religious and secular) for families to enjoy. This is also an outreach with Community partners and schools.	Families	>300	>300	Annually
Designated disaster relief center: We maintain a generator to provide relief during temporary power outages. We also house cots, blankets, MRE's to provide shelter and support in the event of a disaster.	Community	Variable	Variable	As needed

Participants = Infants, Children, Women, Men, Families, Senior Citizens, Homeless, or Other

Frequency = Daily, Weekly, Bi-weekly, Monthly, Quarterly, Semi-Annually, Annually, or Occasionally

Programs Sheet

World Vision

Organization Name James W. Curry Library

We need to know what you are doing. Please help us to help you. Explain on the back if necessary.

Outreach Target Groups: We would like to know about your programs you offer to the community and ministries that are focused on individuals for the purpose of meeting their physical, spiritual, educational or social needs. In order for us to best serve you, please complete the information concerning all the programs your organization coordinates.

Instructions: Please refer to codes below.

Program Description	Participants	# of Adults Served	# of Children Served	Frequency
Example: Food Pantry	Families	75	25	Bi-Weekly
Santa's Workshop: We provide snacks, drinks, and 3 crafts to take home to family and friends as gifts/ ornaments.	Families	10 last year	24 last year	Annually
Other holiday events such as St. Patrick's day, Easter, Mothers Day, Memorial Day, Fathers Day, Etc. We will hold events with food, drink, and crafts/ gifts.	Families	5-12	12-24	Occasionally
Quilting: Each year we make a quilt which is raffled off to support children's programming. Children design blocks, help with assembly, and quilting.	Families	5-10	15-25	Weekly and drop-in
Stem Learning: When we can get stem resources we use them to help educate the children during one of our story times	Families	4-8 a week	5-12 a week	Tuesdays During story time if we have it
Notes *Unknown- because this is a self-guided, outdoor activity available whether the library is open or not, we haven't got a way to know how many people actually use it.				

Participants = Infants, Children, Women, Men, Families, Senior Citizens, Homeless, or Other

Frequency = Daily, Weekly, Bi-Weekly, Monthly, Quarterly, Semi-Annually, Annually, or Occasionally

AGREEMENT

This AGREEMENT, made this the 25th day of March, 2024, by and between the Upshur County Commission, a political subdivision, Party of the first part, AND WVU Medicine – St. Joseph's Hospital, as Parties of the second part. The signatories to this Agreement will be referred to jointly as the "Parties."

WHEREAS, as set forth in the Out On a Limb text proposal dated January 25, 2024, the Upshur County Commission is seeking to engage Out on a Limb to remove trees, brush, and remove all debris therefrom. This area is situated between parcel 02-5G-11.1 owned by the party of the first part and parcel 2-5G-12 owned by parties of the second part; however, the trees and brush will be accessed and removed from Pallottine drive and the parking area located behind Building P on the campus of WVU Medicine – St. Joseph's Hospital. The Upshur County Commission will be responsible for the costs associated with the removal as the subject area is negatively impacting the communications at 181 Pallottine Drive.

WHEREAS, in conjunction with the said written proposal of Out On A Limb dated January 25, 2024, the undersigned Parties wish to create between them a mutual hold harmless and cross-indemnity arrangement with the effect that each Party becomes responsible and liable for its own property, officers, agents, and employees so as to entirely avoid any potential disputes as to liabilities for damages or injuries to their respective properties, officers, agents, or employees in connection with the work to be performed by Out On A Limb, as set forth herein.

WHEREFORE, in consideration of the mutual covenants contained herein, and in consideration of the other covenants provided for in the applicable contract between the Parties and the contractor, the sufficiency of which is hereby acknowledged, the signatories hereby agree, subject to the provisions and limitations contained in this Agreement, each undersigned Party hereby agrees to indemnify, defend, protect, hold harmless, and release the other, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefits.

NOW, THEREFORE, the undersigned parties agree as follows:

1. The undersigned Parties shall indemnify, hold harmless, and waive all rights of recourse each may have against other Party, on whatever basis, for damage to or loss of property it owns, or has under its control by virtue of the Agreement made with Out On A Limb, an entity which is not a Party to this Agreement, and for any indirect or consequential damage or losses (including, without limitation loss of contract, loss of profit and loss of production) resulting from such damage or loss, arising out of or relating to the services set forth herein.
2. The undersigned Parties agree that if Out On a Limb removes, damages or alters any property covered by this Agreement, each Party is fully responsible for any and all repairs and/or replacement of its own property.
3. The Parties understand and agree that each shall indemnify, hold harmless, and waive all rights of recourse it may have against the other Party on whatever basis for any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of its officers, agents, employees, and invitees, and injuries to or disease or death of its officers, agents, employees, and invitees, regardless of the cause of or reason for said damage, loss, injuries, disease or death.
4. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.
5. This Agreement may be amended or modified only by written agreement signed by all Parties.

6. Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the Party's address listed above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

7. The undersigned parties understand and agree that the validity, application, interpretation, and implementation of this Agreement shall be exclusively governed by West Virginia law, not including its conflict of law provisions, and each Signatory hereby irrevocably submits to the court of competent jurisdiction in Upshur County, West Virginia.

8. Any dispute arising from this Agreement shall be resolved through Mediation, then Binding Arbitration. If the dispute cannot be resolved through Mediation, then the dispute will be resolved through Binding Arbitration conducted in accordance with the rules of the American Arbitration Association.

9. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

10. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

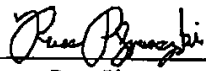
12. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

13. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

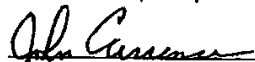
WITNESS THEREOF, this Agreement has been executed and delivered as of the first date written above.

Samuel Nolte

Witness



Russ Plywaczynski



Witness

WVU Medicine – St. Joseph's Hospital
1 Amelia Drive
Buckhannon, WV 26201

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



UPSHUR COUNTY
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
181 PALLOTTINE 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,

FOIA ENTRY DETAILS

Agency: Upshur County Commission

Organization: Tourism Economics

First Name: Bridgette

Middle Name:

Last Name: Salushi

Request Date: 03/25/2024

Completion Date: 03/27/2024

Entry Date: 03/27/2024

Fee: \$0

Request Items

Subject Measuring the Economic Value of Tourism in WV
Details The company is requesting statistics for 2021, 2022 and 2023 in regard to bed tax receipts and rate for Upshur County during those years.
Resolution Granted
Response

Greetings. It's almost April, and that means.....

It's "**National County Government Month.**" The CCAWV is hosting its annual Essay Contest for 8th grade students across West Virginia. As you know, the goal of this contest is to: *increase public awareness and knowledge about county government and **especially** the office of the County Commissioner.*

The contest **begins April 1, 2024**, and requires students to write a 500-word (400 minimum) essay on the topic of: "**How does my county commission make life better for me?**" The deadline for submissions is **5:00 pm on April 19, 2024**, and the winners will be announced in May. Entries and applications must be submitted through the CCAWV website at:

[County Government Essay Contest \(ccawv.org\)](http://ccawv.org)

There will be a monetary prize for the 1st, 2nd, and 3rd place student winners as well as honorable mention. The teacher who submitted the 1st place essay will also receive a monetary prize to be used for classroom activities.

This is a great contest to encourage students to learn and explore more about their local government and the County Commission. Letters along with the contest rules have been mailed/emailed to every county board of education as well as the teachers who participated in last year's contest. PLEASE encourage your board of education to forward this information to your schools and urge participation. We had excellent participation in last year's contest and are excited to see it continue to grow. I have attached the list of essay contest rules for your convenience. Please do what you can to get your youth involved!

Do not hesitate to contact me if you have any questions.
Thank you!

Meagan James
Program Coordinator
County Commissioners' Association of West Virginia

FirstEnergy Corp.

76 S. Main St.

Akron, OH 44308

www.firstenergycorp.com**For Release:** April 1, 2024**News Media Contact:**

Hannah Catlett

(440) 554-5346

Investor Contact:

Irene Prezelj

(330) 384-3859

**Tree-Trimming Work Underway to Help Prevent or Minimize Power Outages in
West Virginia*****Mon Power & Potomac Edison invest \$84.7 million to reinforce the power grid during storms***

FAIRMONT, West Virginia – FirstEnergy Corp. (NYSE: FE) subsidiaries Mon Power and Potomac Edison are conducting tree trimming and other vegetation management work in communities across its West Virginia service area as part of its ongoing efforts to help enhance electric service reliability. This year's \$84.7 million tree-trimming program will help keep power flowing to customers by helping to prevent tree-related outages, such as those that can occur during the spring and summer storm season.

On the ground, contractors have trimmed trees along nearly 1,100 miles of power lines across the West Virginia service area since the beginning of the year. The company is on track to complete an additional 6,800 miles of work by the end of the year. Similar work is performed annually by FirstEnergy transmission companies along high-voltage power lines in the company's service territory.

Jim Myers, President of FirstEnergy's West Virginia Operations: "Since trees are the leading cause of power outages, tree trimming is crucial to our reliability efforts and one of the most effective ways we can reduce the impact of tree-related service interruptions for our customers."

Crews continually inspect vegetation near power lines to ensure trees are pruned to preserve their health while also maintaining safe clearances. Trees that present a danger or are diseased may be removed.

This year, work is being conducted in the following counties and communities:

- Barbour: Belington, Phillipi
- Braxton: Flatwoods, Frametown
- Brooke: Weirton, Follansbee, Wellsburg
- Calhoun: Grantsville, Five Forks
- Doddridge: West Union
- Gilmer: Glenville, Troy
- Grant: Bayard, Gormanania
- Greenbrier: Lewisburg, Renick, Alderson
- Hancock: Weirton, New Cumberland, Newell
- Harrison: Clarksburg, Wallace
- Lewis: Weston
- Marion: Fairview, Rivesville, Fairmont (East Side), Baxter, Grant Town, Pleasant Valley
- Mineral: Elk Garden
- Monongalia: Morgantown, Star City, Booth, Everettville, Little Indian Creek
- Monroe: Union, Alderson
- Nicholas: Summersville, Craigsville, Canvas, Enon, Birch River
- Pocahontas: Marlinton, Dunmore, Huntersville, Durbin, Snowshoe
- Preston: Ruthbelle, Valley Point, Lenox, Cuzzart
- Randolph: Elkins, Harman, Pickens
- Roane: Spencer, Clover
- Summers: Talcott
- Taylor: Flemington, Simpson
- Tyler: Ben's Run, Friendly, Paden City, Middlebourne

Upshur County Fire Board, Incorporated

(Statutory Corporation Per Chapter 7 Article 17 of the WV Code)

Upshur County Courthouse Annex

38 West Main Street

Buckhannon, West Virginia 26201

**FINANCIAL REPORT
JANUARY-MARCH
2024**

Fire Board Financial Report
2023 - 2024

CARRYOVER BALANCE: \$31,174.97

<u>Item / Date</u>	<u>Amount</u>	<u>Financial Institution / Payee</u>	<u>Description / Source</u>
DEPOSITS			
Sheriff of Upshur County	\$30,020.42	Citizens Bank	Fire Fee Collections through 7/31/2022
Sheriff of Upshur County	\$128,736.24	Citizens Bank	Fire Fee Collections through 8/31/2022
Sheriff of Upshur County	\$49,025.93	Citizens Bank	Fire Fee Collections through 9/30/2022
Sheriff of Upshur County	\$14,070.65	Citizens Bank	Fire Fee Collections through 10/31/2022
Sheriff of Upshur County	\$6,341.49	Citizens Bank	Fire Fee Collections through 11/30/2022
Sheriff of Upshur County	\$3,553.63	Citizens Bank	Fire Fee Collections through 12/31/2022
Sheriff of Upshur County	\$4,450.76	Citizens Bank	Fire Fee Collections through 01/31/2023
Sheriff of Upshur County	\$5,515.84	Citizens Bank	Fire Fee Collections through 02/28/2023
Sheriff of Upshur County		Citizens Bank	Fire Fee Collections through 03/31/2023
Sheriff of Upshur County		Citizens Bank	Fire Fee Collections through 04/30/2023
Sheriff of Upshur County		Citizens Bank	Fire Fee Collections through 05/31/2023
Sheriff of Upshur County		Citizens Bank	Fire Fee Collections through 06/30/2023

Total Deposits: \$241,714.96

Total: Plus Carryover: \$272,889.93

EXPENDITURES

<u>DATE</u>	<u>Amount</u>	<u>Check #</u>	<u>Payee</u>	<u>Description</u>
July 18, 2023	\$382.00	1187	Software Systems	Invoice # 37559
July 18, 2023	\$32.70	1188	Upshur County Commission	Reimbursement postage April-June 2023
July 18, 2023	\$496.84	1189	Upshur County Commission	Reimbursement Quill Supplies
July 18, 2023	\$5,444.42	1190	Upshur County Commission	Reimbursement payroll April-June 2023
August 15, 2023	\$237.00	1191	Software Systems	Invoice # 37644
September 19, 20213	\$237.00	1192	Software Systems	invoice # 37751
September 19, 20213	\$6,026.50	1193	Software Systems	invoice # si 52587
October 17, 2023	\$237.00	1194	Software Systems	invoice# 37852

-----U N P A I D - C H A R G E S-----				-----Y E A R - T O - D A T E - T A X E S - P A I D-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	35505.00	.00	35505.00	238035.00	.00	.00	.00	.00	238035.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	35505.00	.00	35505.00	238035.00	.00	.00	.00	.00	238035.00
PERCENTAGE OF UNPAID & PAID CHARGES			012%	088%					
PRIOR YEAR REAL	192170.00	.00	.00	5665.00	.00	.00	.00	.00	11445.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 3/31/24

CUMULATIVE POSITION REPORT
7/01/2023 - 3/31/2024
DISTRICT: BANKS

PAGE: 1

-----UNPAID - CHARGES-----				-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	3965.00	.00	3965.00	35030.00	.00	.00	.00	.00	35030.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	3965.00	.00	3965.00	35030.00	.00	.00	.00	.00	35030.00
PERCENTAGE OF UNPAID & PAID CHARGES			010%	090%					
PRIOR YEAR REAL	26460.00	.00	.00	1295.00	.00	.00	.00	.00	3000.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

[-----UNPAID - CHARGES-----]			[-----YEAR - TO - DATE - TAXES - PAID-----]						
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	6150.00	.00	6150.00	61675.00	.00	.00	.00	.00	61675.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	6150.00	.00	6150.00	61675.00	.00	.00	.00	.00	61675.00
PERCENTAGE OF UNPAID & PAID CHARGES			009%	091%					
PRIOR YEAR REAL	42335.00	.00	.00	875.00	.00	.00	.00	.00	1715.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 3/31/24

CUMULATIVE POSITION REPORT
7/01/2023 - 3/31/2024
DISTRICT:

PAGE: 3

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
PERCENTAGE OF UNPAID & PAID CHARGES			000%	000%					
PRIOR YEAR REAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----						
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	6245.00	.00	6245.00	29465.00	.00	.00	.00	.00	29465.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	6245.00	.00	6245.00	29465.00	.00	.00	.00	.00	29465.00
PERCENTAGE OF UNPAID & PAID CHARGES			017%	083%					
PRIOR YEAR REAL	36010.00	.00	.00	510.00	.00	.00	.00	.00	1300.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

UNPAID - CHARGES			YEAR - TO - DATE - TAXES - PAID						
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	9920.00	.00	9920.00	51595.00	.00	.00	.00	.00	51595.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	9920.00	.00	9920.00	51595.00	.00	.00	.00	.00	51595.00
PERCENTAGE OF UNPAID & PAID CHARGES			016%	084%					
PRIOR YEAR REAL	41715.00	.00	.00	1705.00	.00	.00	.00	.00	2240.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

UNPAID - CHARGES				YEAR - TO - DATE - TAXES - PAID					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	3145.00	.00	3145.00	23615.00	.00	.00	.00	.00	23615.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	3145.00	.00	3145.00	23615.00	.00	.00	.00	.00	23615.00
PERCENTAGE OF UNPAID & PAID CHARGES			011%	089%					
PRIOR YEAR REAL	19405.00	.00	.00	590.00	.00	.00	.00	.00	1715.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 3/31/24

CUMULATIVE POSITION REPORT
 7/01/2023 - 3/31/2024
 DISTRICT: WASHINGTON

PAGE: 7

	-----UNPAID - CHARGES-----			-----YEAR - TO - DATE - TAXES - PAID-----					
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	6080.00	.00	6080.00	36655.00	.00	.00	.00	.00	36655.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	6080.00	.00	6080.00	36655.00	.00	.00	.00	.00	36655.00
PERCENTAGE OF UNPAID & PAID CHARGES			014%	086%					
PRIOR YEAR REAL	26245.00	.00	.00	690.00	.00	.00	.00	.00	1475.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 3/31/24

CUMULATIVE POSITION REPORT
7/01/2023 - 3/31/2024
DISTRICT: UFSHUR COUNTY DIST 8

PAGE: 8

[-----UNPAID - CHARGES-----]			[-----YEAR - TO - DATE - TAXES - PAID-----]						
	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	.00	.00	.00	.00	.00	.00	.00	.00	.00
PERCENTAGE OF UNPAID & PAID CHARGES			000%	000%					
PRIOR YEAR REAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**MARCH 1, 2024 - MARCH 15, 2024**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
3/4/2024	9393	9134	GARVER, TODD L	386 HINKLE RIDGE RD, FRENCH CREEK, WV 26218	\$20,000.00	\$15.00		CC	COMPLETE RENOVATION	SELF	
3/4/2024	9394	6113	BANKS DISTRICT VFD	260 ROCK CAVE RD, ROCK CAVE, WV 26234	\$100,000.00	\$15.00		CHECK	40' X 60' GARAGE FOR AMBULANCE STORAGE	TH BAN CONSTRUCTION LLC, 472 BEAVER RUN RD, FRENCH CREEK, WV 26218	
3/4/2024	9395	82242	PETTIT, JAMES SR	10 TRIPP DR, BUCKHANNON, WV 26201	\$6,600.00	\$15.00		CASH	10' X 20' STORAGE BUILDING ADDITION TO BACK DECK; COVER FRONT PORCH; CARPORT COVER OR GARAGE	SELF	
3/6/2024	9396	11499	GAY, JON	2883 BEECHTOWN RD, FRENCH CREEK, WV 26218	\$10,000.00	\$15.00		CHECK	10' SHED ROOF ADDITION ON FRONT OF BUILDING; ADD ONE HALF BATH; REPAIR RETAINING WALL	K & L BUILDERS LLC, 2883 BEECHTOWN RD, FRENCH CREEK, WV 26218	
3/6/2024	9397	82509	BOYLES, JOHN AND ANDREW	6056 LEYCROSS DRIVE, HUBER HEIGHTS, OH 45404	\$100,000.00	\$15.00		CASH	20' X 40' CABIN; 18' X 30' GARAGE; 15' X 15' SHED	SELF	
3/7/2024	9398	5137	CARSON, JOHN S	889 SPRUCE FORK RD, BUCKHANNON, WV 26201	\$10,395.00	\$15.00		CASH	NEW ROOF	D&E CONSTRUCTION LLC, PO BOX 547, ANMOORE, WV 26323	
3/12/2024	9399	4010	SHREVE, ALAN	2639 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$7,235.00	\$15.00		OL	9 NEW WINDOWS	WINDOW WORLD, 30 SWEEPS RUN RD, FAIRMONT, WV 26554	
3/12/2024	9400	5906	BURR, KATHY J	645 HERB HYRE RD, FRENCH CREEK, WV 26218	\$10,000.00	\$15.00		OL	12' X 16' SHED	SELF	
					TOTAL	TOTAL	TOTAL				
					\$264,230.00	\$120.00	\$0.00				

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**MARCH 16, 2024 - MARCH 31, 2024**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
3/18/2024	9401	80281	WAYTS, LAVONDA	6956 ALTON RD, FRENCH CREEK, WV 26218	\$1,200.00	\$15.00		CASH	12' ADDITION TO HOUSE AND CLOSING IN PORCH	SELF	
3/18/2024	9402	690	BUTCHER, MARIAH & ERIC	3222 TURKEY RUN RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	4' X 4' SIDE DECK WITH STEPS; 12' X 12' FRONT DECK; WALKWAY AND STEPS ADDED TO BACK DECK	SELF	
3/20/2024	9403	7270	BROCKLEMAN, GARY	525 NORVELL DR, BUCKHANNON, WV 26201	\$14,555.00	\$15.00		CHECK	HVAC INSTALLATION	SELF	
3/22/2024	9404	10425	BURR, RICHARD	11095 DORCHESTER RD, SUMMERVILLE, SC 29485	\$2,000.00	\$15.00		CASH	REMODEL KITCHEN	SELF	
3/25/2024	9405	1355	SIMMONS, ALBERT R OR JUDY A	13 NIMBUS RD, BUCKHANNON, WV 26201	\$26,673.40	\$15.00		OL	REMOVE AND REPLACE COVERED FRONT PORCH; ADD HANDICAP RAMP	SELF	
3/25/2024	9406	80751	STARKEY, SIERRA	578 STARKEY COVE RD, BUCKHANNON, WV 26201	\$2,500.00	\$15.00		CASH	10' X 12' CELLAR	SELF	
					TOTAL	TOTAL	TOTAL				
					\$48,928.40	\$90.00	\$0.00				
					GRAND PROJECT TOTAL	GRAND BP TOTAL	GRAND FP TOTAL				
					\$313,158.40	\$210.00	\$0.00				



Commercial & Residential Recycling at Recycling Center/Transfer Station 380 Mudlick Road

Hours of Operation:

Monday through Friday – 7:30 a.m. to 3:15 p.m.
Saturday – 7:30 a.m. to 11:45 a.m.

CITY OF BUCKHANNON HOLIDAYS

May 14, 2024, Tuesday, Primary Election Day
Normal Waste Collection Sched. - Transfer Station Open
May 27, 2024, Monday, Memorial Day
No Waste Collection* - Transfer Station Closed
June 20, 2024, Thursday, West Virginia Day
Normal Waste Collection Sched. - Transfer Station Closed
July 4, 2024, Thursday, Independence Day
No Waste Collection* - Transfer Station Closed
September 2, 2024, Monday, Labor Day
No Waste Collection* - Transfer Station Closed
October 14, 2024, Monday, Columbus Day
No Waste Collection* - Transfer Station Closed
November 5, 2024, Tuesday, General Election Day
Normal Waste Collection Sched. - Transfer Station Closed
November 11, 2024, Monday, Veteran's Day (Observed)
Normal Waste Collection Sched. - Transfer Station Closed
November 28, 2024, Thursday, Thanksgiving Day
No Waste Collection* - Transfer Station Closed
November 29, 2024, Friday, Thanksgiving Friday
Normal Waste Collection Sched. - Transfer Station Closed
December 25, 2024, Wednesday, Christmas Day
No Waste Collection* - Transfer Station Closed
January 1, 2025, Wednesday, New Year's Day
No Waste Collection* - Transfer Station Closed

*Denotes waste collection trucks will NOT be working on this day. If your normal collection falls on or after a holiday, it will be delayed by one day. Curbside recycling will be on a normal schedule unless it falls on one of the observed holidays, in which case it will be collected on the next normally scheduled Tuesday. If you have questions regarding the collection, you may call Buckhannon City Hall at (304) 472-1430

WHY WE ACCEPT OR DO NOT ACCEPT ITEMS FOR RECYCLING...

When the Recycling Center rejects or accepts certain items, we are not being mean or difficult. Only certain items are specified due to the disabling changes in national and international recycling laws. The current market demand dictates what we can and cannot accept. UCSWA and the Recycling Center continually strive to stay informed and up-to-date. If the market accepts it from us, we will accept it from you.

FREE RESIDENTIAL PAPER-SHREDDING EVENT

will be held across from the
**Recycling Center on
Mudlick Road**

Saturday, April 20, 2024

from 9:00 a.m. to 12:00 noon.

This change in location is safer and more effective for the public. Just follow the signs that will be posted at 395 Mudlick for your convenience and ease.



ITEMS ACCEPTED FOR RECYCLING ARE:

- Newspaper
- Corrugated Cardboard
- #1 Plastic Soda/Pop Bottles
- #2 Clear Milk Jugs
- Aluminum and steel cans without liners

ELECTRONIC RECYCLING

is also available at the Recycling Center/Transfer Station at the same hours as listed above.

Items accepted: Computers, hard drives, printers, scanners, telephone equipment, copiers, wires, cables, circuit boards, video game systems, DVD players, miscellaneous home entertainment equipment, microwave ovens, small household appliances, etc.

**CRTs are charged a bag rate at the transfer station
and taken as residential garbage.**

There is no charge for flat screen TVs or monitors.

PRSR STD
ECRWS
U.S. POSTAGE
PAID
EDDM RETAIL

**IMPORTANT INFORMATION from your
Upshur County Solid Waste Authority**

April 2024

P.O. Box 2244 • Buckhannon, WV 26201
Phone: 304-472-7916

Local
Postal Customer



April 2024

Dear Upshur County resident and business:

This brochure is sent to you as a reminder of your responsibilities and opportunities concerning waste disposal and recycling in Upshur County. Please read, and if you have any questions, contact your UCSWA Director, Belinda Lewis on her cellphone at (814) 327-5218.

WV Code requires residents and businesses have an approved means of disposal of solid waste and be able to provide proof.

This may be accomplished by:

1. **Subscribing and being current on the fees to a solid waste collection service, or;**
2. **Maintaining proof that disposing of waste takes place at an approved site at least once each month.**
 - There are two residential waste haulers in Upshur County and their contact information and territory are shown in this brochure.
 - The City of Buckhannon maintains a Transfer Station to receive residential and commercial waste on the Mudlick Road in Buckhannon.
 - Recycling information is also included in this brochure.
3. **It is illegal to burn solid waste; to bury solid waste; to dump in a roadside dump; and/or create an open dump on your property.**

Thank you for your cooperation

Upshur County Solid Waste Authority
Chair: Joyce Harris-Thacker

Board Members: Mary Gower,
Jackie McDaniels, Paula Stone,
and Scott Randall.

Director: Belinda Lewis



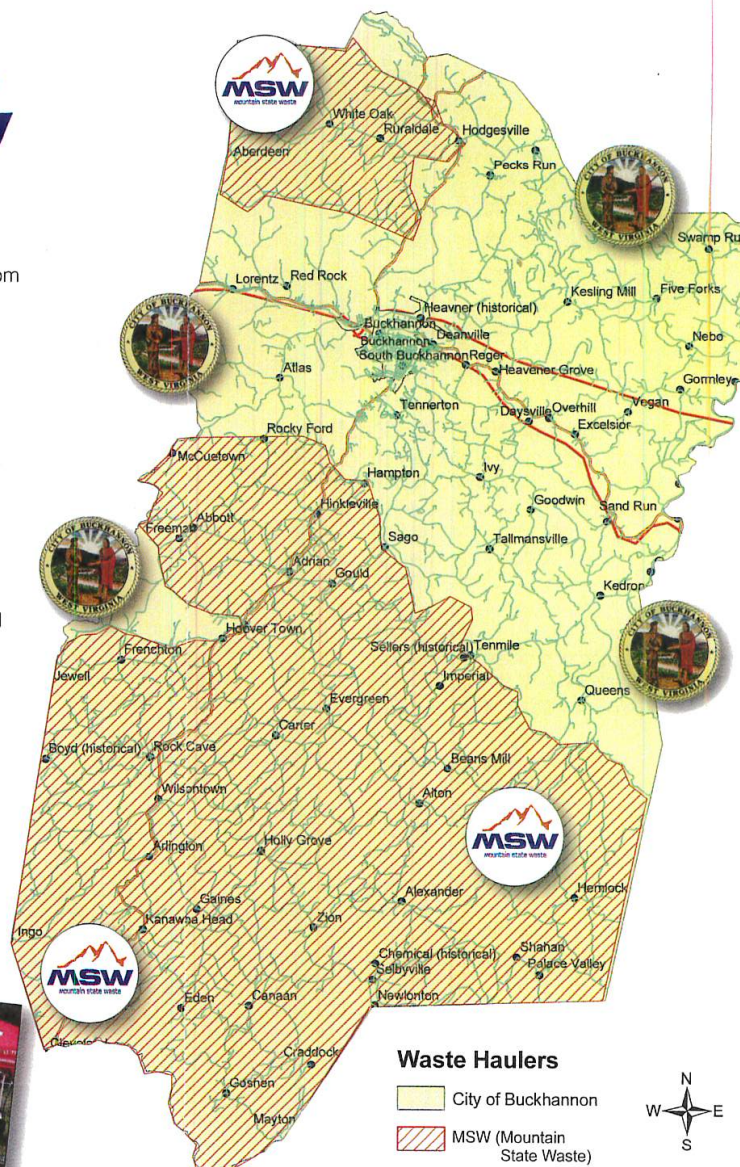
Mountain State Waste
702 North Main Avenue
Weston, WV 26452
Phone: 304-269-2776
www.mountainstatewaste.com



**City of Buckhannon
Waste Collection**
70 East Main Street
Buckhannon, WV 26201
Phone: 304-472-1430
Office Hours:
8:30am - 4:30pm, M-F



Paper Shred Event



Waste Haulers

City of Buckhannon
MSW (Mountain State Waste)



ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, April 2, 2024</i>	Place	<i>P.S.D. Office 133 Fallen Road, Buckhannon</i>
<hr/>			
Meeting Called to Order by Chairperson			5:00 PM
Pledge of Allegiance			
Roll Call Introduce Board of Directors			
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes -March 5, 2024 Regular Monthly Meeting			Vote
Treasurer Report/Payment of Bills for April/bal of March Invoices			Vote

ITEMS FOR DISCUSSION

Joey Loudin Development - Upper Childers Run Rd **Vote**
Discuss Engineer Findings

ARPA Funds - Chapman Technical Group **Vote**
Review and Approve Contract from CTG

Approve New Truck for PSD **Vote**
Jenkins Ford - Buckhannon

Phase III Extension Project Update **Vote**
Project Underruns & Proposed Use
Change Orders
GIS of System -Agreement Signed 4/4/23

Maintenance Report
Maintenance Issues
Mowing
Upddate on Building/Mower

Date & Time of May 2024 Meeting - Tuesday, May 7, 2024 @ 5:00 pm

Adjournment **Vote**

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

**FYI: DHHR expected changes on reporting ILead/Copper Survey
WVPSC creates Fire Hydrant Task Force**



***City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, April 4, 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. You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693> Or by dialing in using your phone: United States: +1 (571) 317-3112 Access Code: 443-910-693

- 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
- C. Department & Board Reports**
 - C.1 Public Works Director- Jerry Arnold
 - C.2 Finance Director- Amberle Jenkins
 - C.3 Fire Chief- JB Kimble
 - C.4 City Attorney- Tom O'Neill
- D. Correspondence & Information**
 - D.1 Mayor's Proclamation-Max Adams' Day
 - D.2 Notice Special City Council Lay the Levy on Tuesday, April 16, 2024 at 9:00AM
 - D.3 Report of Cat & Dog Activity –Upshur County Commission-February 2024
 - D.4 Notice City Council Meeting Date of May 16, 2024 has been cancelled due to conflict with the WVSF Events
- E. Consent Agenda**
 - E.1 Approval of Minutes Regular Meeting 03/05/24, 03/21/24, Special Budget Work Sessions 02/14/24; 03/12/24, Joint Meeting Council & Planning Commission 01/11/24
 - 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 Approval Ordinance No. 467 Increasing the City's Fire Protection Service Fees-1st Reading
 - F.2 Approval Ordinance No. 468 Increasing the City's Police Protection Service Fees -1st Reading
 - F.3 FEMA Flood Mitigation Assistance Swift Current Program
- 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 04/01/2024



To Participate in the Board meeting virtually,
Please join the meeting from your computer, tablet or smartphone: <https://meet.goto.com/424673933>
You can also dial in using your phone. United States: [+1 \(872\) 240-3412](tel:+18722403412) Access Code: 424-673-933

***City Council of Buckhannon – 9:00 AM in Council Chambers
Special Meeting Agenda for Tuesday, April 16, 2024***

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of American

B. Strategic Issues for Discussion and/or Vote

B.1 Lay the Levy

Per WV Code § 11-8-10a: The purpose of the meeting is to lay the levy of the property tax rates for the next fiscal year 2024/2025 and to hear any objections.

C. Adjournment

Posted 04/01/2024