

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: June 15, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• June 1, 2023
- 9:15 a.m. Bid opening – COPS Grant Camera Upgrade and Expansion Project
- 9:30 a.m. Upshur County Relay for Life, Chairperson Robin Oldaker - Presentation of Upshur County Relay for Life Proclamation
- 10:00 a.m. Consideration and Approval of the Recommendation for Approving Claim in Part and Denying Claim in Part for the Estate of Leila Joy Ours, as presented by Fiduciary Commissioner, Daya Masada Wright * [Pages 5-8](#)
- 10:15 a.m. Discuss potential property acquisition *
Item may lead to Executive Session per WV Code §6-9A-4

Items for Discussion / Action / Approval:

1. Approval of the Service Animal Policy set forth from the Upshur County Policy Board in reference to following the Americans with Disabilities Act as it relates to service animals. * [Pages 9-10](#)
2. Approval and signature of correspondence to the City Council of Buckhannon requesting assistance with the demolition of three structures along Chancery and South Locust Streets and paving of the vacant sites thereafter. * [Page 11](#)
3. Approval and signature of the FY24 Community Corrections Program Grant Contract Agreement, Resolution, Certifications, Standard/Special Conditions and Assurances, and other related documents. The grant award is in the sum of \$161,500 to be used for the continued operation of a community corrections program in Upshur and Lewis Counties. * [Pages 12-42](#)
4. Approve the purchase of a 2023 Chevrolet Tahoe from Whitmoyer Buick-Chevrolet in the amount of \$47,125.00. Signature of waiver in accordance with internal purchasing policy related to WV Code §5A-3-10 and the WV Code of State Rules §148-1-4. Upon approval, this vehicle will be used by the Upshur County Sheriff's Department. * [Pages 43-45](#)
5. Approval and signature of the Upshur County Flood Control Dam Operation, Maintenance Funding Agreement in the amount of \$4,000. Annual contributions will be used to address the operation and maintenance of the Peck's Run dam in the Tygarts Valley Conservation District. * [Pages 46-47](#)

6. Approval and signature of a Right of Entry Agreement with White Brothers Consulting, LLC, who is under contract with the West Virginia Department of Transportation, Division of Highways, to perform design services for the replacement of the Youth Camp Girder Bridge in Selbyville, WV. * [Pages 48-49](#)
7. Approval and signature of a Letter of Support for the City of Buckhannon's Elizabeth J. "Binky" Poundstone Riverwalk Trail Extension No. 3 for the Construction Phase of an extension to the existing trail system. * [Pages 50-51](#)
8. Approval and signature of a Letter of Support for the City of Buckhannon's Morton Avenue and North Locust Street Sidewalk and Lighting Project for the purpose of constructing safe, ADA-compliant sidewalks for community members to travel to Upshur County's commercial area. * [Page 52](#)
9. Correspondence from Dustin Zickefoose, Upshur County Assessor, requesting the employment of Melanie Koon in a full-time position in the Upshur County Assessor's Office, effective June 21, 2023. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
10. Consider reappointment of Patrick Shea, as community representative to the Enhanced Emergency Telephone Advisory Board. Upon approval the term will be effective July 1, 2023 to June 30, 2026. * [Under separate cover](#)
11. Consider approval of Karen Knabenshue, representing First Community Bank, to the Upshur County Development Authority Board of Directors. * [Under separate cover](#)
12. Consider appointment of Mike Hicks, as Tygart Valley Conservation District representative to the Upshur County Farmland Protection Board. Upon approval the term will be effective July 1, 2023 to June 30, 2027. * [Under separate cover](#)
13. Approval of Lewis-Upshur Animal Control Facility Volunteer, Brooke Scott.* [Under separate cover](#)
14. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Correspondence from Joseph C. Thornton, Director of the Division of Administrative Services for the Department of Homeland Security, outlining the details of HB3552 which amended *WV Code §15A-3-16*, relating to jail per diem costs. [Pages 53-54](#)
2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for May 2023. The invoice reflects 1,527 inmate days X \$48.25 per diem rate totaling \$73,677.75. The April 2023 invoice was \$67,453.50. [Page 55](#)
3. Correspondence from Dustin Zickefoose, Upshur County Assessor, acknowledging that the Upshur County Assessor's Office has successfully passed monitoring performed by the West Virginia State Tax Department regarding data collection, real property transfers and real property valuation. [Page 56](#)
4. Correspondence from Mountaineer Gas Company providing a Notice of Suspension of Requested Rates and Deadline for Intervention - Tariff Form No.8 (Rule 23). [Pages 57-58](#)

5. Correspondence from Patrick Morrissey, Attorney General, from the Office of the Attorney General regarding the upcoming deadline for local governments to select Regional Directors for the West Virginia First Foundation. Pages 59-62
 6. Upshur County Building & Floodplain Permits for the month of May, 2023. Pages 63-64
 7. Lewis-Upshur Animal Control Facility Reports for the month of April, 2023 Pages 65-67
 - Revenue Report
 - Account of Animals Report
 - Animal Control/Humane Officer Animal Report
 8. Upshur County E911 Communication Reports – May, 2023 Under separate cover
 - Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report
 9. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Upshur County Historical Society – Summer 2023 Exhibit Page 68
 - b) Agendas and/or Notice of Meetings:

<ul style="list-style-type: none"> • Elkins Road Public Service District • Community Corrections – Special Board Meeting • Elkins Road Public Service District • Buckhannon-Upshur Airport Authority • Upshur County Convention & Visitors Bureau • City Council of Buckhannon • Upshur County Farmland Protection Board • Upshur County Fire Board 	May 2, 2023 June 5, 2023 June 6, 2023 June 12, 2023 June 14, 2023 June 15, 2023 June 20, 2023 June 20, 2023	Page 69 Page 70 Page 71 Page 72 Page 73 Page 74 Page 75 Page 76
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 - Meeting Minutes:

<ul style="list-style-type: none"> • Enhanced Emergency Telephone Advisory Board (EETAB) • Upshur County Family Resource Network • Elkins Road Public Service District Board • Upshur County Convention & Visitors Bureau • Adrian Public Service District <ul style="list-style-type: none"> ○ Board Meeting ○ Special Board Meeting ○ Phase VII Project Meeting 	February 28, 2023 April 10, 2023 May 2, 2023 May 10, 2023 May 4, 2023 May 10, 2023 May 17, 2023	Page 77 Pages 78-79 Pages 80-82 Page 83 Page 84 Page 85 Page 86
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- Meetings: *Dates and times of monthly board meetings are viewable at:
<http://cms4.revize.com/revize/upshurwv/calendar.php>
 or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.
10. Appointments Needed or Upcoming:
 - Tennerton Public Service District - unexpired term July 31, 2023.

***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)

Next Regular Meeting of the Upshur County Commission

June 29, 2023 --- 9:00 a.m.

Upshur County Courthouse Annex

****The Commission Meeting scheduled for June 22, 2023 has been CANCELLED****

In Re: The Estate of Leila Joy Ours, deceased

**RECOMMENDATION FOR APPROVING CLAIM IN PART AND DENYING CLAIM
IN PART**

Now comes the Fiduciary Commissioner and recites the following **FACTS**:

1. Leila Joy Ours died intestate on July 31, 2007.
2. Leila Joy Ours was survived by 5 children, to wit: Marette Sue Martin, Marian L Ours, Sheila Ours Martin, Priscilla Ours Clark, and Bruce Ours.
3. Leila Joy Ours was predeceased by one child, Samuel Ours, who was survived by three children, to wit: Samuel W. Ours, Debra Ours Denny, and Linda Ours Reth.
4. When Leila Joy Ours passed away on July 31, 2007, the estate assets were to be divided 1/6 to Marette Sue Martin, 1/6 to Marian L Ours, 1/6 to Sheila Ours Martin, 1/6 to Priscilla Ours Clark, 1/6 to Bruce Ours, 1/18 to Samuel W. Ours, 1/18 to Debra Ours Denny, and 1/18 to Linda Ours Reth.
5. Marette Sue Martin passed away testate on November 12, 2010, after the death of Leila Joy Ours and prior to the opening of this estate. Her heirs were her three children, to wit: Philip Martin, Joseph Martin, and Thaddeus Martin.
6. Philip Martin passed away intestate on May 31, 2018, after the death of Marette Sue Martin and prior to the opening of this estate. He was survived by four children, to wit: Tanya Lamons, Aaron Francis, Jennifer Keifer, and Jason Martin.
7. The estate assets should now be divided 1/6 to Marian L Ours, 1/6 to Sheila Ours Martin, 1/6 to Priscilla Ours Clark, 1/6 to Bruce Ours, 1/18 to Samuel W. Ours, 1/18 to Debra Ours Denny, 1/18 to Linda Ours Reth, 1/18 to Joseph Martin, 1/18 to Thaddeus Martin, 1/72 to Tanya Lamons, 1/72 to Aaron Francis, 1/72 to Jennifer Keifer, and 1/72 to Jason Martin

8. Bruce Ours, the Claimant, testified that after his mother's passing, he obtained affidavits permitting his appointment as Administrator of the Estate of Leila Joy Ours from Marette Sue Martin, Marian L Ours, Sheila Ours Martin, and Priscilla Ours Clark.
9. Bruce Ours, the Claimant, testified that he did not pursue permission from Samuel W. Ours, Debra Ours Denny, or Linda Ours Reth regarding their interests in the Estate.
10. Bruce Ours, the Claimant, testified that he did not finalize his appointment as Administrator in 2007 or at any time thereafter.
11. Bruce Ours, the Claimant, testified that he did voluntarily assume responsibilities for the Estate such as paying the taxes and utilities (electric and water) because he believed that he would ultimately own the residence.
12. Bruce Ours, the Claimant, testified that he did regularly visit the property to make repairs and improvements because he believed that he would ultimately own the residence.
13. Bruce Ours, the Claimant, testified that he did store personal possessions at the property because he believed that he would ultimately own the residence.
14. There was no testimony that any other heir owning any interest assumed any responsibilities for or exercised any dominion over the residence.
15. There was no testimony that Bruce Ours, the Claimant, discussed the repairs or improvements with any other heir owning any interest.
16. Bruce Ours, the Claimant, testified that the Estate of Leila Joy Ours received an average of \$90 per year in royalties from 2007 to current and that he kept those monies.
17. Mountain V Oil and Gas reported that Bruce Ours, the Claimant, received the amount of \$539.17 in royalties between December 31, 2016 and December 31, 2022.

18. Mountain V Oil and Gas reported that it is holding \$165.62 in funds owed to the Estate of Leila Joy Ours pending receipt of a death certificate for Leila Joy Ours.
19. Although he was not the lawful Administrator, Bruce Ours, Claimant, is entitled to reimbursement for funds expended on utilities, taxes, and fire fees on behalf of the Estate of Leila Joy Ours (\$12,330.45) minus the royalty monies that he received and kept (approximately \$1439.17), totaling \$10,891.28.
20. Bruce Ours, the Claimant, is not entitled to reimbursement for the repairs or improvements he made to the residence as there was no testimony that any repairs or improvements were necessary to protect the value of the residence on behalf of the Estate of Leila Joy Ours.
21. Bruce Ours, the Claimant, is not entitled to reimbursement for the repairs or improvements he made to the residence as there was no testimony that said repairs or improvements were requested or approved by any other heir owning any interest.
22. Bruce Ours, the Claimant, should be responsible for one half of the Fiduciary Commissioner fees for the hearing preparation, hearing, and Order preparation and he has paid said \$300.
23. The Estate of Leila Joy Ours should be responsible for one half of the Fiduciary Commissioner fees for the hearing preparation, hearing, and Order preparation, to wit: \$300.
24. As the Estate of Leila Joy Ours does not have the funds to satisfy the monies awarded to Bruce Ours, the Claimant, the real estate will need to be sold.
25. If all thirteen heirs owning an interest are not all willing to each execute a Limited Power of Attorney empowering the Administratrix, Kalyn Roberts, to list the property for sale

and negotiate the best price, then the Administratrix will need to file an action before the Circuit Court of Upshur County for permission to liquidate the asset. Said costs would be borne by the Estate of Leila Joy Ours.

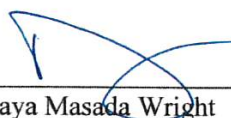
26. Any heir owning an interest may also choose to disclaim their interest by completing an Affidavit.

Now comes the Fiduciary Commissioner and makes the following **RECOMMENDATIONS**:

1. Bruce Ours, Claimant, should be reimbursed for funds expended on utilities, taxes, and fire fees on behalf of the Estate of Leila Joy Ours (\$12,330.45) minus the royalty monies that he received and kept (approximately \$1439.17), totaling \$10,891.28.
2. The Estate of Leila Joy Ours should be pay one half of the Fiduciary Commissioner fees for the hearing preparation, hearing, and Order preparation, to wit: \$300.
3. The Clerk of the Upshur County Commission should send a copy of this Recommendation to all parties of interest.

ENTERED: _____

5/22/2023



Daya Masada Wright
Fiduciary Commission
Upshur County, West Virginia

UPSHUR COUNTY COMMISSION
SERVICE ANIMAL POLICY

Adopted _____

The Upshur County Commission recognizes that individuals with disabilities may use “service animals” for a variety of reasons, and will follow the Americans with Disabilities Act as it relates to service animals. Service animals are allowed in public facilities and accommodations in Upshur County, West Virginia. A service animal must be allowed to accompany the handler to any place in a public building or facility where members of the public are allowed to be, under certain conditions.

Under the Americans with Disabilities Act, a service animal is generally defined as “any dog individually trained to do work or perform tasks for people with a disability...” These tasks can include pulling a wheelchair, retrieving dropped items, pressing an elevator button.

Anyone entering into county facilities with a dog may only be asked the following two (2) questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

“Emotional support,” “comfort animals,” and “therapy dogs” are not “service animals” under the Americans with Disabilities Act. Other species of animals, whether wild or domestic, trained or untrained, are not “service animals” under the Americans with Disabilities Act. Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals. These animals provide companionship, relieve loneliness, and sometimes help with depression and certain phobias, but do not perform tasks that assist people with disabilities. They do not have special training to assist the person’s disability like service animals.

The Americans with Disabilities Act regulations may require access to other types of service animals, such as miniature horses, where reasonable. However, the following four (4) assessment factors will be used to assist in determining whether miniature horses or other animals can be accommodated in a county facility. The assessment factors are (1) whether the animal is housebroken; (2) whether the animal is under the owner’s control; (3) whether the facility can accommodate the animal’s type, size, and weight; and (4) whether the animal’s presence will not compromise legitimate safety requirements necessary for safe operation of the facility.

The care and supervision of the service animal is the responsibility of the handler. Disregard of this care and supervision may result in the service animal being denied access to a county facility. The county may deny access to a service animal whose behavior is unacceptable or in situations in which the person with a disability is not in control of the animal. Uncontrolled barking, jumping on other people, or running away from the handler are examples of unacceptable behavior for a service animal. The county also has the right to deny access to a service animal when the animal’s behavior poses a direct threat to the health or safety of others. If a service animal is growling at other people, the handler may be asked to remove and keep the animal out

of county facilities.

Service animals shall have a harness, leash, or other tether unless either the handler is unable because of a disability to use a harness, leash, or other tether; or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks. In these cases the service animal must be under the handler's control using voice control, signals, or other effective means.

The county cannot ask about the dog handler's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task. However, the dog handler and service animal are subject to the following rules:

1. The service animal must be housebroken.
2. Service animal handlers are responsible for cleaning up after the animal.
3. Service animals must be clean. Daily grooming and occasional baths are required to keep animal odor to a minimum. Adequate flea prevention and control is also required.
4. Service animals must be in good health. Proof that the animal is current on all vaccinations required by law, such as rabies vaccinations, may be required.

Under the Americans with Disabilities Act, allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. People with disabilities who use service animals cannot be isolated from other customers, treated less favorably than other customers, or charged fees that are not charged to other customers without animals. County employees are not required to provide care for or supervision of a customer's service animal. If another person or employee is allergic to an animal to the extent that it may pose a direct threat to their health and safety, then the county, must investigate ways to accommodate the customer and/or the employee.

For county employees, the county is prohibited from discrimination because of a disability and is required to provide reasonable accommodation for disabled employees to utilize a service animal at work. If the disability is not obvious and/or the reason the animal is needed is not clear, then documentation may be required to establish the existence of a disability and how the animal helps the individual perform his or her job. Employees must provide a prescription or a letter from a medical doctor stating that the employee requires the animal in the workplace. Additionally, the employee will have to describe in detail how the presence of the animal would help the employee in performing job tasks and must explain how the animal is trained to behave in the workplace. The county is obligated to permit employees to bring their "service animal in training" into the workplace as a reasonable accommodation, especially if the animal is being trained to assist the employee with work-related tasks. The untrained animal may be excluded, however, if it becomes a workplace disruption or causes an undue hardship in the workplace.

This policy does not apply to canines used for law enforcement purposes.

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

June 15, 2023

City of Buckhannon
Attn: City Council of Buckhannon
70 East Main Street
Buckhannon, WV 26201

Dear Council Members,

As you are aware, the Upshur County Commission purchased several properties from Mr. Gary Evans along Chancery and South Locust Streets during the latter part of 2022. Our goal is to demolish the structures situated at 18 South Locust Street (brick structure used for apartments), 6 Chancery Street (yellow residence) and 12 Chancery Street (brown residence). Once demolished, the area will be utilized for parking and as open space during the foreseeable future. However, this area will also allow for future expansion if deemed necessary.

While exploring demolition possibilities, the Upshur County Commission would like to request the assistance of the City of Buckhannon with the demolition of these three structures and paving of the sites thereafter. The removal of the brick apartment building will be exceptionally beneficial to the downtown Buckhannon area as this will allow for potential expansion of Route 20 between the Courthouse and Citizen's Bank. The other two structures create undesirable liability while sitting vacant and are not conducive for office space. We are fortunate to have an almost fully occupied Main Street; however, as downtown businesses generate more traffic, we are seeing an increased need for parking. Therefore, a working partnership on this project would benefit not only the residents of Upshur County but also the local businesses and visitors.

If you have any questions, please feel free to contact our office.

Best regards,

Kristie G. Tenney
Commission President



Jim Justice
Governor of West Virginia

May 24, 2023

The Honorable Kristie Tenney
President
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201

Dear Commissioner Tenney:

I am pleased to inform you that I have approved a Community Corrections Program grant award to the Upshur County Commission in the amount of \$161,500. These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.

Please let me know if our Justice & Community Services' staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, which appears to read "Jim Justice".

Jim Justice
Governor

JJ/mah

Cc: Sgt. Rodney Rolenson, Project Director
Tabitha Perry, Fiscal Officer

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission
24-CC-27

This **AGREEMENT**, entered into this **1st Day of July 2023**, by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Community Corrections Funds from the State of West Virginia., and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **July 1, 2023** and shall continue those services/activities until **June 30, 2024**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$161,500.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

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

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given electronically to the appropriate agency email addresses.
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Kristie Tenney
President
Upshur County Commission

Marty A. Hatfield
Assistant Director
Justice and Community Services Section

RESOLUTION

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

Be it resolved that the **Commission** hereby authorizes **Kristie Tenney, President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Community Corrections Program.

Signed: _____
County Clerk

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT (“Agreement”) and commitment is executed this 1st Day of July 2023, by the 26th Judicial Circuit Community Corrections Program, hereinafter referred to as “Covered Entity”, and West Virginia Department of Homeland Security, Division of Administrative Services, Justice and Community Services, hereinafter referred to as “Business Associate”. Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

Covered Entity has engaged Business Associate to perform services on Covered Entity’s behalf. During the course of such business relationship, Business Associate may create, receive, maintain or transmit protected health information (“PHI”) from, or on behalf of, Covered Entity. Covered Entity and Business Associate are committed to complying with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 300gg, 29 U.S.C. § 1181 *et seq.*, and 42 U.S.C. §1320d *et seq.* and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 as codified at 42 U.S.C. §§ 17901 *et seq.* and 300jj *et seq.* (“HITECH”) and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, “HIPAA”).

HIPAA requires Covered Entity to obtain a commitment from Business Associate that Business Associate agrees to the same restrictions and conditions that apply to Covered Entity with respect to PHI under HIPAA. Accordingly, this Agreement sets forth the manner in which PHI, that is provided to, or received by, the Business Associate from the Covered Entity, or on behalf of the Covered Entity, will be handled. The Business Associate agrees as follows:

SECTION 1 DEFINITIONS

- 1.1 ***Breach:*** means the term “breach” in 45 C.F.R. § 164.402.
- 1.2 ***Designated Record Set:*** means “Designated Record Set” as defined at 45 C.F.R. § 164.501.
- 1.3 ***Electronic Protected Health Information or Electronic PHI:*** means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.4 ***HIPAA Privacy Regulations:*** means the Standards of Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.5 ***HIPAA Security Regulations:*** means the Standards for Security of Individually Identifiable Health Information at 45.C.F.R. part 160 and part 164, subparts A and C.

- 1.6 **Individual:** means “Individual” as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.7 **Protected Health Information or PHI:** has the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from, or on behalf of Covered Entity.
- 1.8 **Required by Law:** means “required by law” at 45 C.F.R. § 164.103.
- 1.9 **Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.
- 1.10 **Security Incident:** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.11 **Unsecured Protected Health Information:** has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.12 **Terminology.** Any other capitalized terms used but not otherwise defined in the Agreement shall have the same meaning as the meaning ascribed to those terms under HIPAA. Any inconsistency in the definition of a capitalized term shall be resolved in favor of a meaning that permits compliance with HIPAA.

SECTION 2

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees:

- 2.1 **Not to Use or Disclose Protected Health Information Unless Permitted.** Not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- 2.2 **Compliance with HIPAA.** To Comply with all Applicable obligations and requirements imposed upon Covered Entities (as that term is defined in 45 C.F.R. § 160.103) under HIPAA.
- 2.3 **Use Safeguards.** To use reasonable administrative, physical and technical safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to Electronic PHI, to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise Required by Law. Business Associate agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Safeguards shall include, but are not limited to,

requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary. Business Associate will maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

- 2.4 *Agent Reporting Requirement.*** To require its employees, agents, and Business Associates to immediately report to Business Associate any use or disclosure of PHI in violation of this Agreement.
- 2.5 *Mitigation of Harmful Effects.*** To cooperate with Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. In addition, Business Associate will cooperate with and implement any reasonable mitigation requests by Covered Entity relating to any actual or potential Breach or any attempted or successful Security Incident. Upon request, Business Associate will provide Covered Entity with a written report of its mitigation efforts.
- 2.6 *Notice of Use or Disclosure, Security Incident or Breach.*** To notify the Covered Entity in writing of any use or disclosure of Protected Health Information by Business Associate, or any agent acting on Business Associate's behalf, not permitted by this Agreement or by law, and to report any Security Incident involving Electronic PHI, and any Breach of Unsecured Protected Health Information within three (3) business days.
- (a) Business Associate shall provide the following information to Covered Entity within five (5) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than fifteen (15) calendar days from the date of discovery of a Breach:
- (i) the date of the Breach;
 - (ii) the date of discovery of the Breach;
 - (iii) a description of the types of Unsecured Protected Health Information that were involved;
 - (iv) identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (v) any other details necessary to complete an assessment of the risk of harm to the Individual.

- (b) Business Associate shall also cooperate with Covered Entity in investigating such issues and assist Covered Entity in determining whether such uses, disclosures, or Security Incidents constitute a Breach of Unsecured PHI.
 - (c) Business Associate shall report any uses or disclosures required to be reported under this Section 2.6 even if Business Associate deems the use or disclosure to be in good faith, unintentional, or inadvertent, or to have resulted in a low probability that the PHI has been compromised.
- 2.7 *Compliance of Business Associates.*** To require any Business Associates (as the term is defined in 45 C.F.R. § 160.103) to agree to the same restrictions and conditions that apply to Business Associate through this Agreement by entering into a written arrangement with its Business Associate that complies with 45 C.F.R. §§ 164.504 (e) and 164.314(a). If Business Associate becomes aware of a pattern of activity or practice of one of its Business Associates that would constitute a material breach or violation of the agreement between Business Associate and its Business Associate, Business Associate will (a) take reasonable steps to cure such breach or end the violation, as applicable, or terminate such written agreement, and (b) promptly report such material breach or violation to Covered Entity in writing.
- 2.8 *Access.*** To the extent that responsive information is in the possession of Business Associate, to provide access to PHI in a Designated Record Set to Covered Entity in the time and manner that meets the requirements of 45 CFR Section 164.524. In applying 45 CFR Section 164.524, in the case that Business Associate uses or maintains such information in an Electronic Health Record, Business Associate shall provide Covered Entity the information contained in such Electronic Health Record in an electronic format, as required by Section 13405(e) of HITECH.
- 2.9 *Amendments.*** To the extent that responsive information is in the possession of Business Associate, to incorporate any amendment(s) to Protected Health Information in the original Designated Record Set that Covered Entity directs, and in a time and manner that meets the requirements of 45 C.F.R. § 164.526.
- 2.10 *Disclosure of Practices, Books, and Records.*** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, to make internal practices, books, and records available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.11 *Accounting.*** To provide Covered Entity an accounting of the disclosures of Individuals' Protected Health Information by Business Associate, and in the time and manner that meets the requirements of 45 CFR Section 164.528 (including, without limitation, a disclosure

permitted under 45 C.F.R. § 164.512) and, as of the applicable effective dates, Section 13405(c) of HITECH and any regulations promulgated thereunder.

- 2.12 ***Release of Documentation of Disclosures.*** To provide to Covered Entity information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.13 ***Retention of PHI.*** To retain all documentation required by this Agreement for a period of six (6) years from the date of creation or when it was last in effect, whichever is later.
- 2.14 ***Minimum Necessary.*** To limit its uses and disclosures of, and request for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.15 ***Prohibition on Sale of PHI and Marketing.*** To neither sell PHI nor use PHI in marketing unless requested to do so by Covered Entity in writing and such sale or marketing is permitted under HIPAA.
- 2.16 ***De-Identified Information.*** Not to de-identify PHI and use it, unless specifically directed to do so in writing by Covered Entity.
- 2.17 ***Other Obligations.*** To the extent that Business Associate is, pursuant to this Agreement, responsible for carrying out an obligation of Covered Entity on behalf of a Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

SECTION 3

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATES

Except as otherwise limited in the Agreement, Business Associate may:

- 3.1 ***Use of Protected Health Information for Specified Purposes.*** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to the extent expressly permitted in any written services agreement between Covered Entity and Business Associate, or necessary for the Business Associate to fulfill his/her role as agreed upon between Parties, provided that such use or disclosure would not violate any applicable state or federal law or the HIPAA Privacy Regulations if done by Covered Entity (except as permitted below in Sections 3.2, 3.3 and 3.4).
- 3.2 ***Use of Protected Health Information for Covered Entity Management and Administration.*** Use Protected Health Information for its proper management and administration or to carry out its legal responsibilities.

- 3.3 *Disclosure Required by Law or with Reasonable Assurances.*** Disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are Required by Law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the Protected Health Information will remain confidential; 2) the Protected Health Information will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed; and 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached in accordance with Section 2.6 of this Agreement..
- 3.5 *Reporting Violations.*** Use Protected Health Information to report violations of law to appropriate federal and state authorities as permitted by 45 C.F.R. § 164.502 (j)(l).

SECTION 4

TERM AND TERMINATION

- 4.1 *Term.*** The Term of this Agreement shall be effective as of the 27th day of March 2018, and during the term of any applicable services agreement entered in to between Covered Entity and Business Associate. The Agreement shall terminate at the earliest occurrence of any of the following:
- (a) All applicable underlying services agreements between the Covered Entity and the Business Associate are terminated;
 - (b) This Agreement is terminated for cause as described in Section 4.2 below;
 - (c) The parties mutually agree to terminate this Agreement; or
 - (d) This Agreement is terminated under applicable federal, state, or local law.
- 4.2 *Termination for Cause.*** Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall notify Business Associate of its knowledge of such breach and shall have the right, but not the duty, to immediately terminate this Agreement and any applicable underlying services agreements. Such termination shall take effect within a reasonable period of time after written notice from Covered Entity to Business Associate that this Agreement and any applicable underlying services agreements are being terminated, absent extraordinary circumstances; provided, however, that the obligations imposed on Business Associate under this Agreement shall continue until the date when all PHI held by Business Associate is destroyed, returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 4.4 below. In lieu of immediate termination, Covered Entity may, but does not have the duty to, provide Business Associate with an opportunity to cure the breach or end the violation within thirty (30) days.

- 4.3 Reports to Department of Health and Human Services.** If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.
- 4.4 Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall return or destroy, at Covered Entity's election, all Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, as well as the documentation required by 45 C.F.R. § 164.530(j)(1) (all of which shall be collectively referred to as Protected Health Information for purposes of this Section 4.3). Business Associate shall retain no copies of such Protected Health Information.
- (a) In light of the foregoing, if return or destruction is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible, Business Associate shall:
- (i) Retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Extend the protections of this Agreement to all retained Protected Health Information, continue to use appropriate safeguards, and comply with the Security Rule with respect to ePHI in order to prevent use or disclosure of the retained Protected Health Information for as long as Business Associate retains the Protected Health Information.
 - (iii) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in Section 3 of this Agreement that applies prior to termination; and
 - (iv) Destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

In the event that it becomes feasible to do so, Business Associate will destroy any remaining protected Health Information that Business Associate maintains in any form.

(b) These provisions shall apply to Protected Health Information that is in the possession of Business Associates or agents of Business Associate.

(c) Any Protected Health Information that Business Associate destroys shall be destroyed in accordance with HIPAA.

SECTION 5

MISCELLANEOUS PROVISIONS

- 5.1 *Regulatory References.*** A reference in this Agreement to a section in HIPAA means the Section in effect or as amended, and for which compliance is required.
- 5.2 *Amendment.*** The Business Associate agrees to take such action as is necessary to amend this agreement from time to time as is necessary, as determined by the Covered Entity, and for compliance with the requirements of HIPAA. Should the Business Associate amend its own privacy policies, it shall notify the Covered Entity to the extent that any modification may affect the Covered Entity's use or disclosure of PHI.
- 5.3 *Survival.*** The rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 *Interpretation.*** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.
- 5.5 *No Third Party Beneficiary.*** Except for the right of the Secretary or their designee to inspect under Section 2.10 of this Agreement, nothing in this Agreement shall be interpreted to give any right of any kind to any person other than the Covered Entity, and there are no third-party beneficiaries intended under this Agreement.
- 5.6 *Entire Agreement.*** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this agreement.
- 5.7 *Independent Contractor.*** Business Associate and Covered Entity are and shall remain independent contractors throughout the effective term of this Agreement. Nothing in this Agreement shall be construed to constitute the creation of a partnership, joint venture, agency relationship, or anything other than an independent contractor relationship between the Parties.
- 5.8 *Notices and Communications.*** All instructions, notices, consents, demands, or other communications required by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 5.9 *Strict Compliance.*** No failure by any Party to insist upon strict compliance with any term of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute waiver of, any Party's rights to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 5.10 *Severability.*** Should any provision of this Agreement be determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement, but every other provision of this Agreement shall remain in full force and effect.
- 5.11 *Indemnification.*** Business Associate shall indemnify and hold the Covered Entity, its employees, officers, directors and agents harmless, from and against, any and all liabilities, claims, actions, penalties, or other monetary amounts assessed against them due to Business Associate's breach of the terms of this Agreement.
- 5.12 *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement on the dates set forth below, to be effective as of the Effective Date established in Section 4.1 of this Agreement.

Covered Entity:

Date:

**Cheyenne Troxell, Director
26th Judicial Circuit Community Corrections Program**

Business Associate:

Date:

**Marty A. Hatfield, Assistant Director
Justice and Community Services Section**



Division of Administrative Services
Justice and Community Services (JCS)
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the following grant subrecipient: Upshur County Commission.

Project Number: 24-CC-27

Total Award: \$161,500.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2023	\$40,375.00
2	10/1/2023	\$40,375.00
3	1/1/2024	\$40,375.00
4	4/1/2024	\$40,375.00

The Honorable Kristie Tenney
President
Upshur County Commission



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|-----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

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

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

I, _____ [responsible official], certify that _____

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

West Virginia Community Corrections Grant Program Application	Budget Summary Page 2
--------------------------------------------------------------------------	----------------------------------

Applicant:	FEIN Number:
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Budget Category	WV Community Corrections Requested Funds (A)	Local (Match) Funds (B)	Total Budget (A + B)
Personnel/Contractual			
Travel/Training			
Equipment			
Other			
Totals			

**All funds must be rounded to the nearest whole dollar amount*

Funding Strategy

Funding Source(s)	Amount	Status
Total		

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source as follows:

P – Projected grant, loan or donation

A – Application submitted (**apart from this CC Grant Application**) and under review

C – Funds Committed

R – Funds received, appropriated or on hand

West Virginia Community Corrections Grant Program Application	Budget Detail Page 3
--------------------------------------------------------------------------	---------------------------------

Detailed Project Cost by Budget Category	Requested Community Corrections Funds	Local Funds Utilized	Grant Funds Approved
<u>Personnel / Contractual:</u>			
<u>Travel / Training:</u>			
<u>Equipment (\$1,000/unit):</u>			
<u>Other:</u>			
Total Requested WVCC Funds			
Total Local Matching Funds			
Total Funds APPROVED for Project			(For JCS Only)

**West Virginia Community Corrections
Grant Program Application****Budget Justification
Page 4**

Provide specific information that explains each proposed expense for the project. State clearly and in concise detail the breakdown and justification of need for each item requested for funding in the Budget Detail pages. Also, provide an identified breakdown of matching funds. Be sure to label the breakdown of matching funds as such. Attach additional pages if necessary



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

Effective: July 23, 2019

Revision History: Method of correspondence changed to electronic on March 15, 2023.

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

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be emailed to the designated JCS Program Specialist.

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

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

of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.

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

18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat,

risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

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

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

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

33. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

34. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES: The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.

35. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT: Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

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

36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS: Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

37. USE OF DATA/EXCHANGE OF INFORMATION: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28

CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
40. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.
41. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
42. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that

apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING: Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
WEST VIRGINIA COMMUNITY CORRECTIONS GRANT PROGRAM
SPECIAL CONDITIONS & ASSURANCES**

44. **PUBLIC AVAILABILITY OF INFORMATION:** The sub-grantee agrees to comply with the terms and conditions of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements.

45. **CONSULTANTS/CONTRACTS:** No contract or agreement may be entered into by the sub-grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of JCS. Grant approval by JCS does not constitute consultant/contract approval.

46. **REPORTING OF IRREGULARITIES:** Sub-grantees are responsible for reporting promptly to JCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.

47. **VEHICLE PROCUREMENT:** Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.

48. **COMMUNICATION EQUIPMENT:** All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.

49. **OFFENDER INFORMATION SYSTEM (OIS) and the SUPREME COURT OF APPEALS OF WEST VIRGINIA'S OFFENDER CASE MANAGEMENT SYSTEM (OCMS):** The applicant shall agree to utilize the OIS database to input all participants regardless of referral source including, but not limited to, probation, parole, and Treatment Supervision cases. Additionally, the applicant shall agree to utilize the OCMS database to input all drug court participants. Non-criminal justice participants, such as those referred by the West Virginia Department of Health and Human Resources (DHHR), should **not** be entered into either database.

50. **BUSINESS ASSOCIATE AGREEMENT AND AUTHORIZATION FOR THE RELEASE OF PROTECTED MEDICAL INFORMATION:** The applicant shall agree to execute a HIPAA Business Associate Agreement with Justice and Community Services for OIS data entry. The agreement will be sent to applicants annually and must be signed by the Authorized Official. Additionally, the applicant agrees to utilize a release of information form prior to entering participants into OIS.

51. **LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY (LS/CMI) AND MOTIVATIONAL INTERVIEWING (MI):** The applicant agrees to utilize the online LS/CMI assessment

instrument as required by the WV Community Corrections Subcommittee for all LS/CMI's conducted on cases that are not entered into the WVSCA OCMS.

All DRC staff who conduct LS/CMI assessments and/or work directly with offenders will complete both the Effective Practices in Community Supervision (EPICS) and Motivational Interviewing trainings in accordance with all JCS Office of Research and Strategic Planning (ORSP) requirements.

- 52. QUALITY ASSURANCE:** All DRC staff certified on the LS/CMI will participate in the Quality Assurance for Treatment Intervention Programs and Supervision (QA-TIPS) program through the ORSP.

All DRC directors and staff will register with the Online Learning Management System (OLMS) and utilize the system for course registration and certification tracking as instructed by the ORSP.

- 53. JUSTICE REINVESTMENT INITIATIVE TRAINING AGENDA:** All DRC Directors, staff, and DRC contractors responsible for the delivery of group interventions will be certified in the Cognitive Behavioral Intervention for Substance Abuse (CBI-SA) and Thinking for a Change (T4C) curricula at the earliest opportunity and as seats are available. For information on the trainings offered, please contact the ORSP.

- 54. REFERRALS TO STATE RECOVERY RESIDENCES:** The applicant shall agree to comply with West Virginia Code §16-54-3. When referring participants to statewide recovery residences, programs must ensure that the recovery residence holds a valid certificate of compliance. A list of certified residences is maintained by the West Virginia Alliance of Recovery Residences (WVARR).

- 55. QUARTERLY MEETINGS:** The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting, with a listing of the host sites being published by JCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.

- 56. ADDITIONAL SPECIAL CONDITIONS AND ASSURANCES:** The Community Corrections Subcommittee may add additional special conditions and assurances after a submitted proposal application has been reviewed by the Subcommittee. Program approval and funding approval may be contingent on the applicant agreeing to comply with the additional special conditions and assurances.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

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

In accordance with **West Virginia Code** §5A-3-10 and the **West Virginia Code of State Rules** §148-1-4, the Purchasing Division Director has determined that it is not possible to obtain certain commodities and services through the competitive bidding process. The Director has identified those items that cannot be competitively bid in the List of Commodities and Services Identified as Impossible to Bid ("Impossible to Bid List") contained within Section 9 of the *Purchasing Division Procedures Handbook*.

Due to manufacturing delays, State Purchasing Contracts are no longer available for automobiles, therefore, it has been determined police pursuit automobiles are impossible to bid. Pursuant to the Internal Purchasing Policy adopted by the Upshur County Commission, the County Commission may waive the requirement to advertise when it is determined to be in the best interest of the County. After searching a 200-mile radius, the Upshur County Sheriff has been unable to locate a police pursuit automobile to serve as a replacement for the recently totaled 2020 Explorer. We are unable to order a Dodge Durango, Ford Explorer or Dodge Charger, leaving the police rated Chevy Tahoe as the only viable option to keep Deputies on the road. With the terrain located throughout Upshur County, it is necessary for the Sheriff's Deputy to drive police rated vehicles that offer heavy duty suspension and adequate ground clearance.

Therefore, the Upshur County Commission hereby waives the competitive bidding procedure for this individual purchase of a 2023 police pursuit Tahoe VIN 9256 through Whitmoyer Buick-Chevrolet, Inc. in the amount of \$47,125.00.

Approved:

Kristie G. Tenney, Commission President

Dated: _____

I, as the Sheriff of Upshur County, swear and affirm due diligence was carried out when seeking a replacement police rated vehicle.

Sheriff John M. Coffman

Upshur County Sheriff's Office

J. Michael Coffman, Sheriff

38 West Main Street, Room 103
Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

June 6, 2023

Kristie G. Tenney, President
Upshur County Commission
91 W. Main Street
Buckhannon, WV 26201

President Tenney,

I'm writing this letter to outline the selection process used for the 2023 Chevrolet Tahoe purchase. In the most recent revision of the State of West Virginia Purchasing Division Procedures Handbook dated October 1, 2022 the Purchasing Division added Vehicles to Section 9 "Impossible to Bid List". In this revision they state two conditions that would waive the competitive bid requirement with only one needing to be met. Per our conversations with Stephens Auto Center and Bob Robinson Chevrolet order banks for all police specific vehicles from Ford, Chevrolet and Dodge are closed with no manufacturers accepting any further orders in the current model year, yielding this purchase as exempt from competitive bid guidelines. Please let me know if you have any further questions on this matter.

Sincerely,



J. Michael Coffman

Upshur County Sheriff

Program: OM&R Funding
Watershed: Tygarts Valley
Agreement #:

**Pecks Run Dam
Operation, Maintenance Funding Agreement**

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the Upshur County Commission, Tygarts Valley Conservation District, and the West Virginia Conservation Agency.

AUTHORITY: **WVCA:** W.Va. Code 19-21A-4
 Upshur County Commission: W. Va. Code 7-1-3i

THE PURPOSE of this agreement is to recognize the need for ongoing operation, maintenance and inspection for critical infrastructure and to provide annual funding to operate and maintain the flood control structure known as the Pecks Run dam located in the Tygarts Valley Watershed.

It is Mutually agreed that:

This agreement shall run on a 12-month fiscal year, July 1 to June 30. This agreement may be extended for up to five years by mutual consent of each party.

All sponsors agree to provide funding to the Tygarts Valley Conservation District on an annual basis to address the operation and maintenance of the structures covered under this agreement.

The Upshur County Commission shall provide: \$4,000
The West Virginia Conservation Agency shall provide: \$4,000

The Tygarts Valley Conservation District shall send a letter in January of each year requesting these funds in accordance with the list above.

As part of the request, the Tygarts Valley Conservation District, in collaboration with the West Virginia Conservation Agency, shall make a report to the Upshur County Commission on prior fiscal year's operation and maintenance work, and provide a projection of work that will be performed during the upcoming fiscal year.

All parties listed above shall be invited to attend the scheduled operation and maintenance inspections on an annual basis at a time mutually agreed to by the parties.

Any costs outside of the regular operation and maintain will be negotiated and become part of a separate agreement between the parties.

West Virginia Conservation Agency funding is subject to annual appropriations from the WV Legislature.

Page 2 – OM&R Funding Agreement
Watershed: Tygarts Valley
Agreement #:

Upshur County Commission's funding is subject to annual appropriations.

This agreement reflects the entire understanding between the parties. Any changes to this agreement shall be in writing and signed by all parties.

This agreement is governed by West Virginia law. If any part of this agreement is declared to be invalid by a body having competent jurisdiction, the remaining terms and conditions of the agreement survive in their entirety.

UPSHUR COUNTY COMMISSION

By: _____

Title: _____

Date: _____

This action authorized at an
 Official meeting of the
 Upshur County Commission on
 the ____ day of _____, 2023,
 in the State of West Virginia.

Attest:

 (Signature)

 (Title)

TYGARTS VALLEY CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

This action authorized at an
 Official meeting of the
 Tygarts Valley Conservation District on
 the ____ day of _____, 2023,
 in the State of West Virginia.

Attest:

 (Signature)

 (Title)

WEST VIRGINIA CONSERVATION AGENCY

By: _____

Title: _____

Date: _____



White Brothers Consulting, LLC

*447 Call Road, Suite 216
Charleston, West Virginia 25312*

Phone: (304)561-4477

Web Address: www.white-brothers.com

June 7, 2023

Upshur County Commission
40 W Main St
Buckhannon, WV 26201

**Re: State Project S349-YCG/00-0.02 00
Federal Project STBG-2023(058)D
Youth Camp Girder Bridge
Upshur County
Right of Entry Letter**

To Whom it May Concern:

Our firm, White Brothers Consulting, LLC, (WBC) is under contract with the West Virginia Department of Transportation, Division of Highways (WVDOH) to perform design services for the replacement of the Youth Camp Girder Bridge over the Buckhannon River, located at the tie-in Upshur CR 11/17 in Selbyville. To perform our services, we require a Right of Entry Agreement letter signed by the adjoining property owners.

Enclosed please find a Right of Entry Agreement for the above-mentioned project. We will need access for surveying and drilling for the new bridge. The preliminary design will encompass replacing the existing bridge at the same location, while providing a detour route along the existing abandoned B&O railroad bed for access to the Youth Camp. Four borings will be drilled at the project site, and they will be located behind the existing abutments at the bridge, so there will be no drilling upon any property other than that owned by Upshur County Court.

If you can sign the document and mail it back to me in the self-addressed stamped envelope, I would appreciate it. We would like to begin surveying at the project on June 15, 2023.

If you have any questions at all, please do not hesitate to contact me. My number is 304-561-4477. I would be more than happy to address any concerns you may have.

Sincerely,

White Brothers Consulting, LLC

Timothy T. White, P.E.
Member

RIGHT-OF-ENTRY AGREEMENT

White Brothers Consulting, LLC (WBC), under contract with the West Virginia Department of Transportation/Division of Highways (WVDOT/DOH), is performing design engineering services for the replacement of the existing Youth Camp Girder Bridge in Barbour County, West Virginia. The project consists of replacing the existing bridge with a new structure in the same location as the existing bridge.

WBC will be performing surveying activities for this project and needs to obtain right-of-entry on private property for the purpose of surveying and core drilling activity.

Our sub-consultant, Terracon Consultants, Inc., will be performing the core drilling activity and shall minimize any disturbance to private property and shall restore said property to a condition similar or equal to that existing prior to core drilling. It is anticipated that only four borings will be obtained, and these shall be two each near the existing bridge abutments.

By checking YES and signing this agreement, the property owner has given permission to access the property to perform surveying and/or core drilling.

☐ YES, I will allow access to perform surveying and/or core drilling.

☐ NO, I will not allow access to perform surveying and/or core drilling.

PROPERTY OWNER

NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE: HOME: _____ **CELL:** _____

We appreciate your cooperation in this matter. If you have any questions, please contact:

Timothy T. White, P.E.
White Brothers Consulting, LLC
447 Call Road, Suite 216
Charleston, WV 25312

Phone: 304.561.4477

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

June 15, 2023

Honorable Robert N. Skinner, III
Mayor of Buckhannon
City Hall
70 East Main Street
Buckhannon, WV 26201

**Re: City of Buckhannon
Elizabeth J. "Binky" Poundstone Riverwalk Trail Extension No. 3
Letter of Support for the Construction Phase**

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives program for the purpose of constructing an extension to the existing Elizabeth J. "Binky" Poundstone Riverwalk Trail System. This application, if approved, would assist the City in securing the funding necessary for constructing the proposed extension.

The Elizabeth J. "Binky" Poundstone Riverwalk Trail System, initially constructed in 1999, has been a wonderful asset to our community. This multi-phase project to connect downtown Buckhannon to the Buckhannon-Upshur High School in Tennerton is a worthwhile project to broaden the existing Riverwalk Trail to benefit Upshur County as a whole. The trail is widely used by community members and accommodates walkers, joggers, and bicyclists on a nearly flat, ADA-compliant trail, further enhancing the appeal of the trail to the public.

It is also noteworthy that this expansion project will continue to augment a crucial need for equitable access to grocery stores, schools, businesses, and services while attracting tourists, new residents, and businesses to the area. Furthermore, the expansion of recreational offerings would not only provide an immediate economic boost to Upshur County through tourism, but also provide an alternative outlet for our youth. Recreation not only provides activities for youth and their parents/caregivers to enjoy together, it also provides a sense of community and keeps young minds and bodies busy, thus improving the quality of life for citizens of both Buckhannon and Upshur County.

As we have witnessed from the initial construction of the project, the Elizabeth J. "Binky" Poundstone Riverwalk Trail has become very popular as a location for multiple outdoor fitness activities. Residents and visitors equally share in the well-maintained, beautiful Riverwalk Trail System enjoying activities such as biking, rollerblading, riding a scooter, or taking a leisurely walk to relish the scenery. Assisting with the expansion would further encourage this notion of

movement and exercise; which is extremely important for the health of future Upshur County generations. Moreover, expansions of outdoor arenas, such as this, provide that much needed location to promote a healthy lifestyle.

On behalf of The Upshur County Commission, we are pleased to support the proposed project as this expansion will serve a valuable purpose in strengthening the appeal of Buckhannon and Upshur County to visitors, while continuing to benefit our citizens exponentially.

Please contact our office if we may be of further assistance and we greatly appreciate your consideration of this project.

Sincerely,

Kristie G. Tenney – President
Upshur County Commission

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

June 15, 2023

Honorable Robert N. Skinner, III
Mayor of Buckhannon
City Hall
70 East Main Street
Buckhannon, WV 26201

**Re: City of Buckhannon
Morton Avenue and North Locust Street Sidewalk and Lighting Project
Letter of Support for the Design Phase**

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives Program for the purpose of constructing safe, ADA-compliant sidewalks for community members to travel to Upshur County's commercial area.

On behalf of the Upshur County Commission, we are pleased to add our support to the proposed Project. The project allows for a more viable downtown district by offering residents of the community a vehicular-free option of accessing businesses located in the commercial area.

This sidewalk and lighting project will improve the quality of life for people by providing a safe walking and bicycling environment for non-drivers, including children, older adults, and individuals with disabilities, to access daily needs.

Our organization is happy to provide any additional assistance regarding this worthwhile project.

Sincerely,

Kristie G. Tenney – President
Upshur County Commission



JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

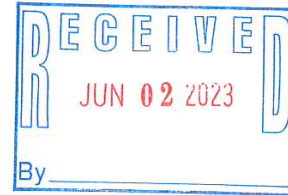
State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-8814



JOSEPH C. THORNTON
DIRECTOR

May 30, 2023

Upshur County Commission
38 West Main Street, Room 302
Buckhannon, WV 26201



Dear Commissioners,

This letter is to supersede the budget reminder letter sent in October 2022 which stated the counties and municipalities will be paying a per diem rate of \$54.48 beginning with the July 2023 billing cycle.

During the 2023 Regular Session of the Legislature, HB3552 was passed and subsequently approved by the Governor on March 29, 2023. This bill amended West Virginia Code §15A-3-16, relating to jail per diem costs. In subsection (k), it states the base rate per day, per inmate rate shall be set at \$54.48. It also states a county will be billed based on a pro rata number of inmate days. That pro rata number of inmate days will be calculated by ***multiplying each county's population as contained in the 2020 United States Census by .52.***

Each county is responsible for the following regarding annual per diem jail costs:

- **80% of the current per diem rate for the first 80% of its pro rata share of total billed inmate days.** *This rate is determined to be \$43.58.*
- **100% of the current per diem rate for its inmate days that are greater than 80% and up to 100% of its pro rata share of total billed inmate days.** *This would be the base per diem rate of \$54.48.*
- **120% of the current per diem rate for its inmate days that exceed 100% of its pro rata share of total billed inmate days.** *This rate is determined to be \$65.38.*

Based on the data from the US 2020 Census, 80% of your county's pro rata days is ... **9,907**

Based on the data from the US 2020 Census, 100% of your county's pro rata days is ... **12,384**

**Also, if you pay for a municipality's charges, you will be billed the municipality rate of \$54.48.*

If you have any questions, please contact Angela Nitardy, Accounts Receivable Manager, at 304-352-0218 or by email at Angela.D.Nitardy@wv.gov.

Very respectfully,

Joseph C. Thornton

County	80% of Pro Rata Days	100 % of Pro Rata Days
Barbour	6,434	8,042
Berkeley	50,784	63,480
Boone	9,073	11,341
Braxton	5,178	6,472
Brooke	9,385	11,731
Cabell	39,250	49,062
Calhoun	2,591	3,239
Clay	3,350	4,187
Doddridge	3,248	4,060
Fayette	16,843	21,054
Gilmer	3,082	3,852
Grant	4,566	5,708
Greenbrier	13,718	17,148
Hampshire	9,606	12,008
Hancock	12,103	15,129
Hardy	5,948	7,435
Harrison	27,423	34,279
Jackson	11,561	14,451
Jefferson	24,004	30,005
Kanawha	75,190	93,987
Lewis	7,086	8,857
Lincoln	8,513	10,641
Logan	13,548	16,935
Marion	23,382	29,227
Marshall	12,726	15,907
Mason	10,589	13,236
McDowell	7,950	9,938
Mercer	24,820	31,025

County	80% of Pro Rata Days	100 % of Pro Rata Days
Mineral	11,206	14,008
Mingo	9,804	12,255
Monongalia	44,022	55,027
Monroe	5,149	6,436
Morgan	7,098	8,873
Nicholas	10,235	12,794
Ohio	17,649	22,061
Pendleton	2,555	3,194
Pleasants	3,184	3,980
Pocahontas	3,274	4,092
Preston	14,234	17,792
Putnam	23,895	29,869
Raleigh	31,030	38,787
Randolph	11,620	14,525
Ritchie	3,513	4,391
Roane	5,836	7,295
Summers	4,975	6,219
Taylor	6,950	8,687
Tucker	2,813	3,516
Tyler	3,458	4,323
Upshur	9,907	12,384
Wayne	16,217	20,271
Webster	3,486	4,357
Wetzel	6,008	7,510
Wirt	2,161	2,701
Wood	35,067	43,834
Wyoming	8,895	11,119

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS & REHABILITATION



WILLIAM K MARSHALL III
COMMISSIONER

JEFF SANDY, CFE, CAMS
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 -- Telephone
304-558-5367 -- Fax

UPSHUR COUNTY
38 WEST MAIN STREET, ROOM 302
BUCKHANNON, WV 26201

Invoice Number: 5123626C

Invoice Date: 6/5/2023 11:33:15 AM

Month of Service: May, 2023

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Upshur County for the month of May, 2023. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: May

Number of Inmate Days: 1,527

Per Diem Rate: \$48.25

Amount Due: May, 2023

\$73,677.75

This invoice amount is due and payable upon receipt.

Please Remit Payment to:
WV Regional Jail and Correctional Facility Authority
PO Box 40258
Charleston, WV 25364

Phone: (304) 472-4650
Fax: (304) 472-1421



Dustin Zickefoose
Assessor

County of Upshur
Office of Assessor
38 W. Main Street, Room 102
Court House Annex
Buckhannon, West Virginia 26201-2259

06/12/2023

Upshur County Commission,

Please accept this letter acknowledging the Upshur County Assessor and Office Staff has successfully passed monitoring performed by the West Virginia State Tax Department. The Property Valuations Training and Procedures Commission (PVC) requires that each county assessor be monitored every other year for deficiencies in data collection, real property transfers, and real property valuation. Thank you to an amazing staff for diligently following state codes and guidelines, allowing us to meet this goal.

Sincerely,

Dustin W. Zickefoose

A handwritten signature in blue ink, appearing to read "Dustin W. Zickefoose", written over a horizontal line.

Upshur County Assessor



Tariff Form No. 8
(RULE 23)



NOTICE OF SUSPENSION OF REQUESTED RATES AND DEADLINE FOR INTERVENTION

On March 6, 2023, Mountaineer Gas Company (Mountaineer) made a Rule 42 tariff filing to increase gas rates and charges seeking an additional \$19.74 million in annual revenue, or an approximate 6.08% increase on a total-company basis over current rates for furnishing natural gas service to approximately 218,000 customers in Barbour, Berkeley, Boone, Braxton, Brooke, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hancock, Hardy, Harrison, Jackson, Jefferson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, Mason, McDowell, Mercer, Mineral, Mingo, Monongalia, Monroe, Morgan, Nicholas, Ohio, Pendleton, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Tucker, Tyler, Upshur, Wayne, Wetzel, Wirt, Wood, and Wyoming Counties in West Virginia.

The increased rates and charges were proposed to become effective Wednesday, April 5, 2023. The average monthly bill for the various classes of customers would increase as follows:

	(\$ INCREASE	(%) INCREASE
Residential	\$ 7.08	7.85 %
Commercial	\$ 10.26	2.68 %
Large Commercial	\$ 747.47	0.70 %
Industrial	\$ 293.54	0.40 %
Resale	\$ 100.00	1.70 %

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than the average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

This increase will incorporate the rate impact of the cumulative investment under Mountaineer's Investment Replacement and Expansion Program (IREP) that was placed into service as of December 31, 2022. As a result, Mountaineer proposes to reduce the IREP component of its rates relating to that investment when the new base rates go into effect.

Resale customers of Mountaineer Gas Company include Canaan Valley Gas Company, Consumers Gas Utility Company, Cardinal Natural Gas Company, Hope Gas, Inc., Megan Oil and Gas, City of Philippi, and Southern Public Service Company.

By Order issued March 31, 2023, the Commission suspended the use of the proposed increased rates and charges through the end of the day December 31, 2023. If new rates and charges are adopted by the Commission, those rates and charges will go into effect on January 1, 2024.

Anyone desiring to intervene and act as a party in this case should file a Petition to Intervene, which complies with the Commission rules on intervention found within the Rules of Practice and Procedure, 150 C.S.R.1, on or before June 5, 2023. Anyone desiring to protest should file a written protest as soon as possible, although protests will be accepted by the Commission throughout the pendency of this proceeding. All written protests should briefly state the reason for the protest. All protests and Petitions to Intervene should clearly state the case name and number and be addressed to Karen Buckley, Executive Secretary, Public Service Commission of West Virginia, P.O. Box 812, Charleston West Virginia 25323.

A complete copy of the Company's tariff proposals and a representative of the Company to provide information concerning this tariff are available to all customers, prospective customers or their agents at the following office of the Company:

501 56th Street SE, Charleston, WV 25304

A copy of this tariff is also available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, Charleston, West Virginia 25301.

Please see reverse side for Notice of Change in the PGA rates.

COMMISSION FINAL ORDER APPROVING
PURCHASED GAS RATES

On April 12, 2023, the Public Service Commission (Commission) issued a Final Order (as modified on April 14, 2023) approving rates for Mountaineer Gas Company related to its purchased gas adjustment (PGA) filing in Case No. 22-0702-G-30C. The Commission increased the PGA rates for residential and general service customers by \$1.346 per Mcf and maintained the \$11.08 fixed monthly Pipeline Demand Charge for residential customers. For service rendered on and after April 12th, the current volumetric rates are as follows:

Rate Description	Rate Unit	Residential	General Service
Purchase Gas Adjustment	Per Mcf	\$ 7.893	\$ 9.750
Base Rate Charge	Per Mcf	3.726	2.682
Infrastructure Charge	Per Mcf	1.043	0.599
Total	Per Mcf	\$ 12.662	\$ 13.031

The Company's cost for purchasing natural gas and the associated transportation costs is reviewed annually by the Commission, and any changes are passed through to customers with no markup or profit margin. The Commission previously issued an order establishing interim rates that went into effect on December 1, 2022.

Customers needing assistance with paying their gas bill may be eligible for one or more assistance program and should contact the following resources:

- United Way Information and Referral Helpline for local area resources – Call 211 and enter your zip code for additional information.
- Dollar Energy Fund Assistance – Available beginning October 1st until funds are depleted. Call 211 or check with local utility assistance programs for more information.
- Department of Health and Human Services (DHHR) for 20 Percent Discount Program and Low Income Energy Assistance Program (LIEAP) – Information at 1-877-716-1212 or <https://dhhr.wv.gov/bcf/Services/familyassistance/Pages/Utility-Assistance.aspx>

To help customers manage their bills, the Company encourages customers to sign-up for the budget payment plan. Customers may also request deferred payment arrangements. Any customer who has difficulty paying their bill should contact Mountaineer's customer service center at 1-800-834-2070 to discuss the available options. Customers should also contact the customer service center to report a natural gas leak or emergency.

PATRICK MORRISEY
ATTORNEY GENERAL

PHYSICAL ADDRESS:
1900 Kanawha Blvd., East
State Capitol Complex
Building 6, Suite 401
Charleston, WV 25305

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>



**STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL**



Consumer Protection
and Antitrust Division
(304) 558-8986

Consumer Hotline
1-800-368-8808

Preneed Funeral Services
(304) 558-8986

Senior Protection Hotline
(304) 558-1155

Facsimile (304) 558-0184

June 9, 2023

Dear President Tenney,

I write today concerning the upcoming deadline for local governments to select Regional Directors for the West Virginia First Foundation.

The State of West Virginia, through the Attorney General, and local governments across the state engaged in litigation against companies who manufactured, distributed, sold, or dispensed prescription opioid medications in order to hold them accountable for their respective roles in contributing to the opioid epidemic. Years of litigation against these defendants culminated in negotiated settlements totaling over \$1 billion.

The funds realized from this litigation must be put to use to abate the opioid epidemic. My office and counsel for West Virginia cities and counties worked closely to develop and adopt the West Virginia First Memorandum of Understanding, or MOU. The MOU provides a mechanism to distribute opioid settlement funds and provides guidelines on how the funds may be used. Under the MOU:

- 72.5% of net settlement funds will be placed with a statewide Foundation that will develop and oversee the funding of short-term and long-term projects to address the opioid crisis within six identified Regions of the state. From this share, each Region is allocated a portion for use in funding of local efforts to abate the crisis.
- 3% of net settlement funds go to the Office of the West Virginia Attorney General as Counsel for the State of West Virginia to be held in escrow for expenses incurred related to the opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to the Local Governments and 2% goes to the Foundation.
- 24.5% of net settlement funds go directly to Local Governments (defined as every West Virginia county, city, town, and village). Each local government's share is determined on a percentage basis that was negotiated by local governments—not the State.

All opioid funds must be used in a manner consistent with the MOU's definition of an "Approved Purpose." An "Approved Purpose" includes items such as employing evidence-based treatment strategies for substance use disorders or addiction, substance use prevention strategies, law enforcement efforts to curtail drug distribution, supporting addiction recovery programs, or decreasing the oversupply of licit and illicit opioids.

The West Virginia First Foundation

The Attorney General and counsel for cities and counties agreed through the MOU to create the West Virginia First Foundation, a private, non-stock, 501(c)(3) charitable corporation that will oversee

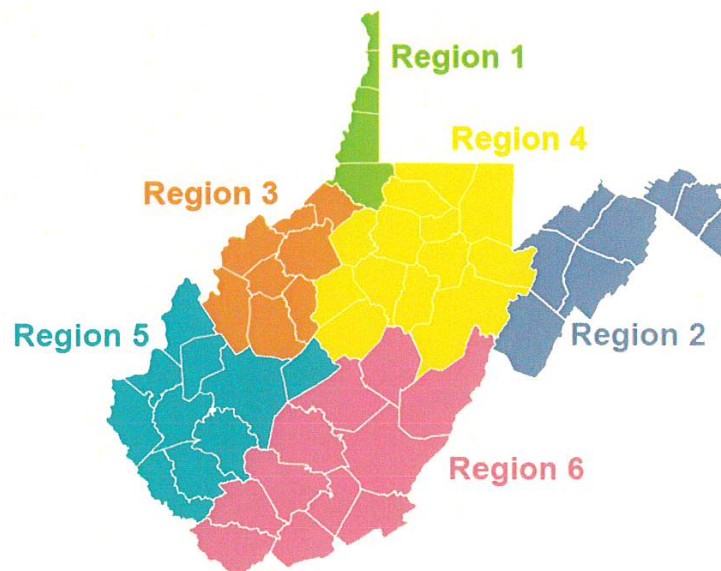
distribution of funds for the abatement of the opioid crisis. The West Virginia First Foundation was born out of the need for a coordinated, statewide opioid abatement plan and represents the first step in creating a robust long-term public health infrastructure designed to prevent the reoccurrence of the opioid epidemic.

The Articles of Incorporation for the Foundation were filed with the West Virginia Secretary of State on May 18, 2023. **The initial Board of Directors must be elected within sixty (60) days of the chartering of the Foundation, July 17, 2023.**

➤ **Regional Structure**

The Foundation consists of six abatement Regions, displayed in the map below. These regions were initially developed by the federal Substance Abuse and Mental Health Services Administration (“SAMHSA”) and later adopted by West Virginia’s Behavioral Health department.

The opioid epidemic is multi-faceted and does not impact every local government in the same way. The regional structure was developed to help local governments collaborate to address concerns particular to their regions and to promote efficient use of opioid abatement funds between neighboring communities.



➤ **Regional Director Selection**

The Foundation will be governed by an eleven-member Board of Directors. Of the eleven initial directors, five Directors will be appointed by the Governor, with no more than one person from any given Region. The remaining six Directors represent the regions of the State, with one director selected to represent each Region.

The selection process for the initial Regional Directors is outlined in the Articles of Incorporation and is as follows:

- The President of the County Commission of the most populous county in each region, as determined by the 2020 census, must convene a meeting of all local governments in the region for the purpose of electing an initial Director. Notice of the meeting must be sent two weeks prior to the meeting date. It is strongly suggested that each convening county educate all involved on the process in advance of the meeting. Convening counties are as follows: Region 1: Ohio County; Region 2: Berkeley County; Region 3: Wood County; Region 4: Monongalia County; Region 5: Kanawha County; Region 6: Raleigh County.
- While the Foundation will not be subject to the Open Meetings Act, meetings convened to select Regional Directors are subject to the Act. Convening counties should make sure to provide adequate notice to the public concerning the date and time for each meeting, including by publishing a notice in the local newspaper at least two weeks in advance of the meeting date.
- The meeting and election process should be conducted in an efficient manner and should be consistent across all regions. It is strongly recommended that all participants utilize the attached recommended election framework.
- Each local government must send one delegate to the meeting who is authorized to vote on the selection of the initial Regional Director. There are no restrictions on who the delegate may be.
- Any local government delegate may submit a nomination for the initial Regional Director.
- A Nominee must be a resident of both the State of West Virginia and the Region they are nominated to represent.
- Nominees should have the relevant knowledge, skill, and experience to advance the Foundation's goals. Nominees should have expertise in one or more of the following disciplines: substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Nominations of current elected officials are strongly discouraged.
- Officeholders are discouraged from applying for these board positions, except in the most unusual of circumstances. The Foundation is seeking individuals with a broad array of substantive expertise in healthcare and related fields.
- The Attorney General's office will send a representative to attend each regional meeting in order to answer any questions.
- After nominations are closed, each Nominee shall have the opportunity to address local government delegates prior to a vote being taken. The vote will be conducted by John Jenkins, CPA, the Incorporator of the Foundation, or his designee.
- Votes will be weighted by the final allocation percentages for distributions to all Local Governments as set forth in Exhibit C W/CT2 of the MOU, as may be modified by Paragraph B2(b)(i) of the MOU.

- After the votes are counted, John Jenkins or his designee will report the totals and certify the results to the Governor and the Attorney General within one week.

Any questions can be directed to Ann Haight, Abby Cunningham, or Vaughn Sizemore in our Consumer Protection Division, 304-558-8986.

PATRICK MORRIS

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
MAY 1, 2023 - MAY 15, 2023

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
5/2/2023	9144	80893	MERRIMAN, DAVID	2 HOLBROOK RD, BUCKHANNON, WV 26201	\$700.00	\$15.00		CASH	12' X 16' NEW ROOF	SELF	FLOODPLAIN: ROOF ONLY
5/2/2023	9145	81178	ALDERMAN, LARRY	1235 STONECOAL LAKE RD, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CASH	NEW TIN ROOF ON TRAILER	SELF	
5/2/2023	9146	7257	SEARS, DANNY	72 HILLSIDE DR, BUCKHANNON, WV 26201	\$11,000.00	\$15.00		CHECK	NEW ARCHITECTURAL SHINGLES	LEIGH ENT, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
5/2/2023	9147	13342	JENKINS, CHARLES	42 JENLEIGH DR, BUCKHANNON, WV 26201	\$5,800.00	\$15.00		CHECK	ROOF OVER EXISTING DECK ON REAR OF HOUSE	LEIGH ENT, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
5/2/2023	9148	12776	SMITH, ED	90 HILLCREST DR, BUCKHANNON, WV 26201	\$17,000.00	\$15.00		CHECK	NEW VINYL SIDING	LEIGH ENT, 31 CRESCENT AVE, BUCKHANNON, WV 26201	
5/2/2023	9149	7581	DENNING, GARY L	137 HOSTA DR, FRENCH CREEK, WV 26218	\$12,000.00	\$15.00		CASH	24' X 36' GARAGE	SELF	
5/3/2023	9150	8648	ALTON COMMUNITY ACTION GROUP	8044 ALTON RD, ADRIAN, WV 26210	\$5,000.00	\$15.00		CHECK	12' X 30' DECK WITH ROOF	SELF	
5/4/2023	9151	NEW	TENNEY, JERRY & KEVIN	470 MIDVALE LANTZ RD, ELLAMORE, WV 26267	\$10,000.00	\$15.00		CASH	14' X 28' METAL BUILDING TO BE USED FOR CAMP	SELF	
5/5/2023	9152	5515	BOND, KRISTEN	75 MEMORY LN, BUCKHANNON, WV 26201	\$6,000.00	\$15.00		CASH	16' X 20' GREENHOUSE	SELF	
5/5/2023	9153	11403	FANTASIA, GEORGE	779 MILLSITE RUN RD, FRENCH CREEK, WV 26218	\$10,000.00	\$15.00		CASH	24' X 30' X 9' PAVILION (POLE BARN WITH OPEN SIDES)	SELF	
5/5/2023	9154	7498	KELLEY, TIM	6601 TALLMANSVILLE RD, TALLMANSVILLE, WV 26237	\$200.00	\$15.00		CASH	8' X 10' OUT BUILDING	SELF	
5/8/2023	9155	7441	PATTERSON, LINDA JANE	3506 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$300.00	\$15.00		CHECK	5' X 7' SHED	SELF	
5/8/2023	9156	81057	RICHARDSON, WILLIAM T	201 OAK GROVE RD, FRENCH CREEK, WV 26218	\$15,000.00	\$15.00		CHECK	22' X 32' SMALL HOUSE	SELF	
5/8/2023	9157	7427	SKELTON, THOMAS	2742 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$11,000.00	\$15.00		CASH	NEW METAL ROOF	J.D. BUILDERS, 1739 LICK RUN RD, BUCKHANNON, WV 26201	
5/8/2023	9158	6653	NOLTE PROPERTIES LLC	46 SOUTHFORK PLAZA DR, BUCKHANNON, WV 26201	\$9,500.00	\$15.00		CASH	NEW SHINGLE ROOF	J.D. BUILDERS, 1739 LICK RUN RD, BUCKHANNON, WV 26201	
5/8/2023	9159	10583	NOLTE PROPERTIES LLC	730 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$15,000.00	\$15.00		CASH	NEW ROOF ON HOUSE AND GARAGE	J.D. BUILDERS, 1739 LICK RUN RD, BUCKHANNON, WV 26201	
5/8/2023	9160	82306	MAY, BILLIE	5933 ALTON RD, FRENCH CREEK, WV 26218	\$1,500.00	\$15.00		CASH	36' 5TH WHEEL CAMPER	SELF	
5/9/2023	9161	81381	KELLEY, DAWN	350 WIDOW LANE RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		OL	PORCH ROOF; SIDEWALK; FOOTER FOR BUILDINGS; DITCHES, MOUND WORK	SELF	
5/9/2023	9162	60076	SHAW, CLIFFORD	28 OLD WESTON RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CASH	METAL ROOF ON GARAGE	SELF	
5/10/2023	9163	2860	WILLIAMS, HARRISON G	232 ZICKS RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		CHECK	24' X 24' CARPORT	SELF	
5/11/2023	9164	1879	CARR, GARY	214 CARR TAYLOR RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CHECK	11' X 16' CARPORT	SELF	
5/12/2023	9165	9371	RUSSELL, CHARLES	1228 HARVEY GOLDEN RD, FRENCH CREEK, WV 26218	\$5,000.00	\$15.00		CASH	NEW SIDING ON HOUSE	SELF	
5/15/2023	9166	NEW	VAUGHT, DALTON	604 COUNTRYRIDE DR, BUCKHANNON, WV, 26201	\$110,000.00	\$15.00		CC	GARAGE WITH APARTMEJNT / LIVING INSIDE	SELF	
5/15/2023	9167	NEW	BROWN, WILLIAM	1652 N MAIN ST, WILLIAMSTOWN, NJ 08094	\$57,000.00	\$15.00		OL	24' X 48' MODULAR HOME	SELF	
					TOTAL	TOTAL	TOTAL				
					\$319,500.00	\$360.00					
							\$0.00				

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
MAY 16, 2023 - MAY 31, 2023

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
5/16/2023	9168	NEW	MARTIN, ERNEST & KATRINA	2906 PINE BLUFF RD, SHINNSTON, WV 26431	\$25,000.00	\$15.00		OL	24' X 32' SEASONAL CABIN	SELF	
5/17/2023	9169	8175	LONG, CHRIS	38 CARLYS LN, BUCKHANNON, WV 26201	\$15,000.00	\$15.00		CASH	REPLACE EXISTING PORCH ROOFS; REPLACE ALL BACK PORCH	FIRST CLASS CONSTRUCTION, 92 JUSTAMERE LN, BUCKHANNON, WV 26201	
5/17/2023	9170	81029	T-MOBILE CENTRAL LLC BY CROWN CASTLE USA	2000 CORPORATE DR, CANONSBURG, PA 15317	\$40,000.00	\$15.00		OL	INSTALL ANTENNAS; ANCILLARY EQUIPMENT AND GROUND EQUIPMENT	MATCOM WIRELESS, 3010 THIRD AVE, VIENNA, WV 26105	
5/17/2023	9171	5328	WILLIS, CLIFFORD	962 LICK RUN RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CHECK	26' X 31' X 9' GARAGE	SELF	
5/17/2023	9172	10276	WALTON, GARRY	203 HOLLY LN, KANAWHA HEAD, WV 26228	\$500.00	\$15.00		CASH	14' X 30' POLE BUILDING	SELF	
5/22/2023	9173	NEW	GREGORY, TIM	275 JASPER WAY, FRENCH CREEK, WV 26218	\$220,000.00	\$15.00		OL	2,200 SQ FT NEW HOME WITH 30' X 28' ATTACHED GARAGE; 30' X 30' WORK SHOP	KAIGE CONTRACTING LLC, 572 BUCKHANNON RUN RD, BUCKHANNON, WV 26201	
5/22/2023	9174	10581	KESLING, JENNIFER	830 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$200,000.00	\$15.00		OL	ADDITION TO OFFICE BUILDING	RON HURST CONSTRUCTION LLC, PO BOX 1051, BUCKHANNON, WV 26201	
5/22/2023	9175	VOID							-		
5/22/2023	9176	NEW	CARPENTER, KAY	2459 SELBYVILLE RD, ROCK CAVE, WV 26234	\$15,000.00	\$15.00		OL	24' X 24' CABIN	SELF	
5/23/2023	9177	NEW	SMITH, LAURA	9539 RT 20 SOUTH RD, FRENCH CREEK, WV 26218	\$15,000.00	\$15.00		CHECK	SINGLE WIDE TRAILER WITH PORCHES	CHARGINGATU LLC, 14064 GEORGE WASHINGTON HWY, ROWLESBURG, WV 26425	EC SHOWS OUT
5/23/2023	9178	81027	DEGARMO, CHEYENNE	558 REMINGTON LN, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CHECK	16' X 32' BARN	SELF	
5/24/2023	9179	5781	CAMPBELL, KEVIN	PO BOX 99, ADRIAN, WV 26210	\$2,500.00	\$15.00		CASH	12' X 24' CONCRETE SLAB AND 13' X 26' ROOF OVER CAMPER	SELF	
5/24/2023	9180	13861	WILLIAMS, AMY AND FRANK E	505 LARCHMONT LN, BUCKHANNON, WV 26201	\$22,000.00	\$15.00		CASH	DECK	SUNNYSIDE CONSTRUCTION LLC, 118 EAST MAIN ST, BUCKHANNON, WV 26201	
5/24/2023	9181	8061	RIGGS, GREGORY	343 RIGGS LN, BUCKHANNON, WV 26201	\$2,435.00	\$15.00		OL	REMOVE AND REPLACE TWO WINDOWS	HOME DEPOT, 2455 PACES FERRY RD, ATLANTA, GA 30339	
5/26/2023	9182	NEW	SPENCER, ELIZABETH A	136 MONTANI DR, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		CHECK	12' X 12' BUILDING (CAMP)	SELF	
5/30/2023	9183	12709	ZICKEFOOSE, JEANNE	134 GASTON ST, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CHECK	REPLACE DECK BOARDS	SELF	
5/30/2023	9184	8033	WRIGHT, JOHN	286 GLENN ABBY RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CHECK	10' X 28' BUILDING WITH LEAN- TO ON SIDE; 10' X 21'6" DECK ON BACK OF HOUSE	SELF	
5/30/2023	9185	7092	ZICKEFOOSE, DUSTIN	199 CIRCLE DR, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CASH	SIDING	SELF	
5/30/2023	9186	7594	LESONDAK, LAWRENCE AND PATTY	122 UTOPIA LN, BUCKHANNON, WV 26201	\$9,904.41	\$15.00		OL	17 SQ ROOF REPLACEMENT	ULTIMATE ROOFING LLC, 2300 SMITHTOWN RD, MORGANTOWN, WV 26508	
5/31/2023	9187	5233	ANDREWS, DUANE L	471 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CASH	10' X 10' GAZEBO	SELF	

TOTAL
\$612,839.41

TOTAL
\$285.00

TOTAL
\$0.00

GRAND
PROJECT
TOTAL
\$932,339.41

GRAND BP
TOTAL
\$645.00

GRAND FP
TOTAL
\$0.00

318 Mud Lick Road
Buckhannon, WV
26201



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

REVENUE REPORT
FOR MONTH ENDING: MAY 2023

	UPSHUR	LEWIS	
ADOPTIONS			
CASH	\$415.00	\$95.00	
CHECK	\$0.00	\$0.00	
E STORE CREDIT CARD	\$290.00	\$175.00	
SUBTOTAL	\$705.00	\$270.00	
SPAY/NEUTER DEPOSIT			
CASH	\$200.00	\$100.00	
CHECK	\$0.00	\$0.00	
E STORE CREDIT CARD	\$150.00	\$200.00	
SUBTOTAL	\$350.00	\$300.00	
BOARD RESCUE			
CASH	\$70.00	\$30.00	
CHECK	\$0.00	\$0.00	
E STORE CREDIT CARD	\$40.00	\$30.00	
SUBTOTAL	\$110.00	\$60.00	
MICRO-CHIPPING			
CASH	\$225.00	\$0.00	
CHECK	\$0.00	\$0.00	
E STORE CREDIT CARD	\$15.00	\$0.00	
SUBTOTAL	\$240.00	\$0.00	
DONATIONS			
CASH	\$249.00	\$0.00	
CHECK	\$385.00	\$0.00	
E STORE CREDIT CARD	\$210.00	\$0.00	
SUBTOTAL	\$844.00	\$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	\$1,384.00	\$1,159.00	\$225.00
CHECK	\$385.00	\$385.00	\$0.00
E STORE CREDIT CARD	\$1,110.00	\$705.00	\$405.00
TOTAL	\$2,879.00	\$2,249.00	\$630.00

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 FCILITY
FOR THE MONTH OF: **May-23**

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	9	10	19	10	12	22	0	0	0
Brought in by City Trapper	0	0	0	0	0	0	0	0	0
Brought in by County Residents	5	3	8	27	16	43	0	0	0
Brought in by Law Enforcement	1	0	1	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	15	13	28	37	28	65	0	0	0
ANIMALS DISCHARGED									
TYPE OF DISCHARGE	CANINES			FELINES			OTHER ANIMALS		
ADOPTIONS	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
With Charge	15	7	22	17	16	33	0	0	0
Without Charge	0	0	0	0	0	0	0	0	0
TOTAL ADOPTIONS	15	7	22	17	16	33	0	0	0
EUTHANASIA									
Owner Request	0	5	5	1	2	3	0	0	0
Other	0	0	0	14	0	14	0	0	0
TOTAL EUTHANIZED	0	5	5	15	2	17	0	0	0
RESCUES									
With Charge	1	1	2	0	0	0	0	0	0
Without Charge	15	4	19	6	5	11	0	0	0
TOTAL TO RESCUE	16	5	21	6	5	11	0	0	0
MISCELLANEOUS									
Escaped	0	0	0	0	0	0	0	0	0
Returned to Owner	12	1	13	0	0	0	0	0	0
Passed - Natural Causes	0	0	0	1	0	1	0	0	0
TOTAL MISCELLANEOUS ACTIVITY	12	1	13	1	0	1	0	0	0
TOTAL DISCHARGE ACTIVITY	43	18	61	39	23	62	0	0	0
INACTIVE STATUS									
Quarantined	1	5	6	0	0	0	0	0	0
TOTAL ANIMAL ACTIVITY FOR PERIOD	59	36	95	76	51	127	0	0	0

CENSUS			
	CANINES	FELINES	OTHER ANIMALS
CENSUS AT BEGINNING OF PERIOD:	88	46	0
CENSUS AT END OF PERIOD:	55	49	0

Smilla L. Cochran
Signature

6-12-23
Date

John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

MAY 2020~~3~~

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	9		
Other			
Animals returned to Owner by ACO:			
Dogs	0		
Other			
Animals delivered to LUACF:			
Dogs	9		
Other			
Animals Quarantined by ACO:			
Dogs	1		
Other			
Animals Terminated:			
Dogs			
Other			
Total Number of Hours Involved			

Signature

Date

6/8/23

Upshur County Historical Society Presents

Summer 2023 Exhibit

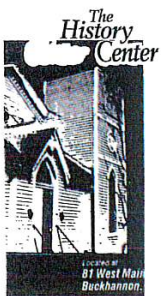
Out of the rocky ground,
Strengths that our fathers found,
Into our blood-veins wound –
Thus to endure.

Louise McNeill, Elderberry Flood

From the Ice Age to the Modern Age... **REVISITED**
A Chronological Timeline of Upshur County History

Sunday Afternoons 1-4pm
June 4 – September 24, 2023

The History Center Museum • 81 West Main Street • Buckhannon, WV 26201



History Center Museum Hours

Sunday Afternoons, 1 - 4pm

June 4 - September 24, 2023

Visit us at our
Document Repository
by Appointment
29 West Main Street
(across from the courthouse)

Mailing Address:
The Upshur County
Historical Society
P.O. Box 2082
Buckhannon, WV 26201
info@upshurcountyhistoricalsociety.com

Thank You all that have renewed your
membership. If you haven't renewed
yet, please realize how much we
need your support.



UPSHUR COUNTY COMMISSION
40 W MAIN ST # 101
BUCKHANNON WV 26201-2211

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Buckhannon, WV
26201

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05/26/2023

Visit Our Webpage:

upshurcountyhistoricalsociety.com

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	Regular Monthly Meeting	Start Time	5:00 PM
Date	Tuesday, May 2, 2023	Place	P.S.D. Office 133 Fallen Road, Buckhannon

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 -April 4, 2023 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for May/bal of April Invoices	Vote

ITEMS FOR DISCUSSION

Core & Main-Neptune Hardware & Software Maintenance Renewal 2023 - 2024 Quote Approval	Vote
WV CoRP 2023 - 2024 Renewal Approval	Vote
Approval of Sale of Property - Old PSD - Sign Closing	Vote
Approval to Hire - Part Time Maintenance	Vote
Approval Alternative Line Agreement - Loudin's MHP LLC and Signing	Vote
Phase III Extension Project Update	Vote
Project Underruns & Proposed Use	
Change Orders	
GIS of System - Approved/Signed 4/4/23	
Progress Reports & Discussion	
Invoice payment approval	
Demo of Leak Detection Svc and Costs - CEC Consultants	
Maintenance Report	
Leak Detection Progress	
Maint Update on Union Pump Station	
Plans for Summer/Spring Maint	

Date & Time of June 2023 Meeting - Tuesday, June 6, 2023 @ 5:00 pm

Looking ahead at June:
2023 -2024 Budget
Update on Lead Survey
ARPA

Adjournment	Vote
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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!!!! ☺)

In compliance with West Virginia's Public Meeting Law, the 26th Judicial Circuit Community Corrections Program regular board meeting will be held June 5, 2023 at 6:00pm at the Lewis County Day Report Center in Lewis County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

**COMMUNITY CORRECTIONS
Special Board Meeting Agenda
June 5, 2023**

Lewis County Day Report Center 6:00 P.M.

I. Handouts

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

II. New Business

- 1) Batterer's Intervention Prevention Class Update
- 2) Home Confinement Update- Lewis-15 Upshur-33
- 3) Community Corrections Update
 - Referrals received since July 1, 2022, Upshur-237 Lewis-100 Total-337
 - Request for employee raises
 - Grant update

III. Next Meeting

- **August 14, 2023 at the Upshur County Day Report Center at 6:00 P.M.**

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, June 6, 2023</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 -May 4, 2023 Regular Monthly Meeting			Vote
Treasurer Report/Payment of Bills for June/bal of May Invoices			Vote

ITEMS FOR DISCUSSION

2023 - 2024 Budget	Vote
Review and approval	

Update on Lead Surveys

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

Maintenance Report

Leak Detection Progress
Summer Maintenance Report

Date & Time of July 2023 Meeting - Tuesday, July 11, 2023 @ 5:00 pm

Adjournment	Vote
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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!!!! ☺)

Buckhannon-Upshur Airport Authority Agenda

W22- Upshur Regional Airport Terminal Building, 644 Airport Road, Buckhannon, WV 26201 as well as Virtually via Telephony or ZOOM ¹

Monday, June 12, 2023 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
 - Earl Maxwell discussing starting a flight club/school
- C. Officer/Committee/Consultant Reports:
 - President's Report – Michael Ruffing
 - Treasurer's Report – Phil Loftis, Treasurer
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Chapman Technical Group
 - Airport Manager's Report-Jennifer Powers
 - Approval of WVCorp proposal for property insurance and workers compensation coverage proposal of \$13,055.00/ year
 - Discussion & possible motion regarding renewal of Citizens Bank Loan #30024596
 - Update on HealthNet crew quarters remodel
 - Discussion and possible motion regarding the airport's financial position
 - Discussion about fuel margins/bookkeeping system
 - Discussion and possible motion regarding flight club/school
 - Discussion and possible motion regarding hangar tenancy
 - Website has been updated
 - Operations – Jamie Wilt
 - Update on fuel and airport operations
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - Hangar space requests/applications/updates
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (jenny@flywv22.com) or 304-472-9437 ext. 101 at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public.

¹Per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.



Annual Planning Session: June 14, 2023

- CVB Business
 - Call meeting to order
 - Approval of minutes
 - Treasurer's report
 - New business
 - Board members: review & sign Conflict of Interest Policy & Adopted Standards
 - Resolution of new board members authorized to sign on behalf of CVB
 - Engagement letter for independent financial review
 - Review, discuss, approve budget for 2023 - 2024 fiscal year
- Year In Review
 - Executive Director changes
 - Advertisements & marketing
 - Local tourism developments
 - Hotel Changes
 - Event Center reorganization
- Looking Forward: 2023-2024
 - Marketing plan breakout, brainstorming & discussion
 - Overview of current branding & message
 - Review of advertising funds
 - Partnership with Airport
 - New ideas
- Committee Review
 - Finance Committee
- Motion to Adjourn Meeting

NEXT MEETING: July 12, 2023

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, June 15, 2023**

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 Clark Barnes, Orion Strategies-Public Relations Representative for Optimum

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 Notification-City Council Meeting Date of Thursday, July 20, 2023 has been Canceled due to scheduling conflicts
- D.2 Flanagan Bros. DBA Jimbo's Place- Zoning Form to ABCA
- D.3 Buffalo Wild Wings- Temporary Extension of the ABCA Licensed Floor Plan June through October 1, 2023
- D.4 Foster's Marketing Group, Inc.-Letter to ABCA regarding Special Events (Almost Heaven BBQ Bash)License Application
- D.5 FOIA Request from Shaw Bykofsky for Police Records
- D.6 Report of Cat & Dog Activity –Upshur County Commission-April 2023
- D.7 Charles Gibson Library Director's Report June 2023
- D.8 Mitigation Plan Public Survey - We Need Your Help <https://arcg.is/0DDSD8>
- D.9 Opioid Litigation Settlement Documents RE: Kroger
- D.10 Recommendation from the Revenue Review Committee Regarding the Funding Request from UC Senior Center-Tabled

E. Consent Agenda

- E.1 Approval of Minutes -Regular Meeting 05/16/23, 06/01/23
- 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 Recommendation from the Buckhannon Television Cable Board:
 - Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -1st Reading
 - To Include City of Buckhannon Support of Channel 3 Construction Credit Head-End Connection to Broadcast
- F.2 Bid Opening Results Demolition 6 Ambrose Street and 11 Nona Street
- F.3 Approval Resolution 2023-06 General Fund Budget Revision #7 FY 2022/23
- F.4 Lease Agreement between COB & Cequel III Communications II, LLC dba OPTIMUM Re: Equipment on North Buckhannon Water Tank Hill

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 06/12/2023



**Notice of Regular Meeting
Upshur County Farmland Protection Board**

Location: Upshur County Extension Office Conference Room
91 W Main Street, Ste 102
Buckhannon, WV 26201
Date: June 20, 2023
Time: 8:00 am

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: May 2023

BUSINESS ITEMS – Discussion/Update/Action

OFFICER REVIEW

Todd Payne - Chairman – 1st Full term ends June 2023(eligible for 3 more years)
Arley Robinson- Vice Chairman – 2nd term ends June 2025
Lowell Peterson - Treasurer – 2nd term ends June 2023
Laura Rusmisell - Secretary – 1st Term Ends June 2025

ELECTION OF OFFICERS

- o Hinkle and Derico Easement Updates
- o Employment of Mimi Riffle- Discuss Mileage, hourly rate, and number of hours

FINANCIAL MATTERS – Discussion/Update/Action

- o Financial Report- Financial Spreadsheet
 - o Payment of Bills /Invoices -Turtley For You Consulting, 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, June 20, 2023
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---May 16, 2023

Public Questions/Comment Period

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

- Cumulative report
- Update on certification
- Updates on Fire Chief and Fire Association meetings
- Discussion of implementing a Standard Operating Procedure for reviewing Financial Records of the VFDs for the purpose of distributions to the Department.

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 5/31/2023---\$51,995.37
- Disbursement from Chief Tax Deputy for May---TBD prior to the meeting

Payment of Bills/Invoices

*Software Systems---monthly maintenance---Invoice #37438---\$237.00

Brian Elmore: update on Fire Board owned equipment

Final disbursement of 2022 Fire Fee Funds

Review/approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---Tuesday, July 18, 2023, at the Administrative Annex, 98 W. Main Street Buckhannon, WV---Adjournment

EETAB Upshur County

Meeting Minutes – February 28, 2023

Meeting was held at 911 Communication Center

Meeting was called to order by Rodney Rolenson at 3:05pm

In attendance was Kristie Tenney, Tabatha Perry, Dirk Burnside, Doyle Cutright, Steve Wykoff, Rodney Rolenson

Old Business:

Radio Updates-Tabatha and Doyle have met with Dave and no updates to provide currently.

E-911 Director Report-Doyle is still working on the budget to present. This year no major request to report of currently.

New Business:

E911 Staffing- 1 telecommunicator has resigned due to issues at home.

APCO will be having a summit to address building a great culture, hiring and recruitment

Tactical dispatch training-(6) will be attending this training located in Braxton County.

E911 Retirement-Bill in the house finance committee to provide E911 telecommunicators a better retirement plan.

Upshur County has a safety training for all first responders for the Electric School Bus. March 3rd 9am

Nexrequest Software-FOIA request Demo \$10,000 a year online payment

Brian Elmore resigned from the Board as Fire Representative

Public Comment-Dirk Burnside shared at the end of the meeting he would be stepping down from the board and this would be his last meeting.

Meeting is adjourned 4:25pm



**Upshur County Family Resource Network
General Membership Meeting (via Zoom)
April 10, 2023
Meeting Minutes**

Board Members present: Heather Grogg, Addie Helmick, Tonya Kittle, Jodi McQuillan, Cathy Norko, and Dr. Joseph Reed.

Board Members not present: Debora Brockleman, Amanda Hayes, Matt Kerner, Beth Rogers, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Ashley Ash, (Legal Aid of WV), Haley Cain (RCHA), Taylor Daugherty (Aetna), Kim Howard (Mountain CAP), Zack Karickhoff (SYCC), Heather Lane (Lane Family Consultants), Cara Price (WV PTI), and Emma Rexroad (UniCare).

Introduction & opening prayer: Introductions were made in the chat box. Dr. Reed offered our opening prayer. We had no guest speaker scheduled for today's meeting.

Updates from Director: Lori informed the membership that the FRN Board voted to meet in person quarterly and hold the other meetings via Zoom. We're hoping to get the Upshur Rec Park Pavilion for our June meeting and have a potluck meal that month. **CAP** month proclamations were successful as well as planting our pinwheels and the library book donation (for example, 5 Minute Stories). We hope to get our second banner on display in southern Upshur County. **Baby Shower:** Ginny will send another email regarding packing diaper bags on 4/18/23. We don't yet have a price per person for Chapel Hill to prepare and serve our meal. Use of the church is free but we have a custodian fee. **Family Socials:** March's was "take and make" (fairy gardens with kinetic sand). Friday, April 28th, is our next one, at SYCC (11:30am). Thursday, April 13th, we will hold a card-making event at the Senior Center, hoping to bring in more grandfamilies. **Healthy Grandfamilies'** summer session will run June 8th to August 3rd at the Upshur County Park Pavilion.

Baby Shower donations update: Lori updated us on the status of donations.

Resource Guide: Initially, 1,000 were ordered, and Ralston Press is still printing them. We're pleased with the final product. The cost to print 1,000 is \$3,000.

Other updates: Amanda Hayes, along with Buckhannon Police Department officers O'Connor and McCauley, are trying to bring back the UCARE pool parties (tentatively, one in June for middle school students and one in July for high school age). They are trying to get the pool donated, or someone to sponsor it. Lori also noted that we need to recruit more grandparents for the monthly Grandparents Café. Ginny Dixon announced her retirement, to be effective at the close of business on June 30th. Lori shared that Read Aloud WV has promised us some more books for distribution. Our Warm Wishes Tree, bare now, was heavily used this past fall/winter. The UCFRN Board is working on some revisions to our bylaws. The UCFRN won't meet in July. Our next meeting will be on May 8th; our June 12th meeting will include a potluck meal.

The Family Connections' Easter party/Easter egg hunt was quite successful and everyone had loads of fun. There were 14 or 15 children there, ranging in age from 6 months to 12 years old. They made painted eggs on "egg mazing" machines, and we gave away small items as well as a book to each child.

Information Sharing:

- **Heather Grogg** shared that DHHR still has no date when LIEAP applications open, but hopefully soon. This summer will be the last for the summer PEBT card (the P stands for pandemic), and will include kids enrolled in school as of 5/15/23. A one-time benefit of \$120 will go on the same card that was used in past years. PEBT cards are good for 270 days.
- **Dr. Reed** shared that 8/11 and 8/12 are the dates for this year's Green Bean weekend; cook-off is on the 11th and the Riverwalk stroll on the 12th. To enter the stroll, \$5 or a bag of fresh beans is asked of participants. He also shared that there's an effort to get Narcan available without a prescription. The Upshur Buckhannon Health Department is able to get Narcan. Dr. Reed also shared that the meeting of representatives from 6 counties who met regarding the availability of transportation will continue to meet, quarterly.

Next meetings: Monday, May 8, 2023 at 12:00 noon, via Zoom
Monday, June 12th at 12:00 noon, potluck

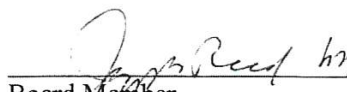
Respectfully submitted,



Ginny Dixon, Administrative Assistant
UCFRN



Board Member



Board Member

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 2, 2023

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, May 2, 2023.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-David Burr and Board Member-Wendell Grose

Staff Present were: Office Manager-Carolyn Douglas; Billing Clerk-Linzy Wilson; System Operator-David Wamsley

Phone in participants: None

Unless otherwise stated all motions passed by vote 3-0.

Recognize that four (4) customers were present.

APPROVAL OF MINUTES

Minutes of April 4, 2023 Regular Monthly Meeting were presented for approval. Wendell Grose made a motion to approve the minutes. David Burr seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. David Burr made a motion to approve the financial report and pay the bills to date. Seconded by Wendell Grose. Motion carried

CORE & MAIN-NEPTUNR HARDWARE & SOFTWARE MAINTENANCE RENEWAL

David Burr made a motion to approve the renewal. Wendell Grose seconded. Motion carried

WV CORP 2023 – 2024 RENEWAL

David Burr made a motion to approve the renewal. Wendell Grose seconded. Motion carried

APPROVAL OF SALE OF PROPERTY – OLD PSD – SIGN CLOSING

David Burr made a motion to appoint Carey Wagner to sign the papers for the closing and sale of old PSD Office. Wendell Grose seconded. Motion carried

APPROVAL TO HIRE – PART TIME MAINTENANCE

Wendell Grose made a motion to hire a part time maintenance. David Burr seconded. Motion carried

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 2, 2023

APPROVAL ALTERNATIVE LINE AGREEMENT-LOUDINS MHP LLC & SIGNING

Carey Wagner made a motion to table this until after receiving approval from the PSC. David Burr seconded. Motion carried

PHASE III EXTENSION PROJECT UPDATES

As the project is just about finished there were no attendees from Chapman Technical or Region VII at this meeting. We will follow up new meeting to finalize Phase III paperwork.

DEMO OF LEAK DETECTION SVC AND COSTS – CEC CONSULTANTS

Evan Barnette with CEC Consultants attended the meeting to explain how their leak detection works and to answer any questions from the Board or employees. He also gave an example of how costs would be calculated during this process. The Board thanked him and said they would be in touch.

MAINTENANCE

Dave Wamsley gave the April Maintenance Report. No new taps were installed in April or any leaks fixed. Water loss continues to be a problem but we are hoping to get that back under control in the near future.

There being no further business, **the meeting adjourned on motion made by David Burr and seconded by Wendell Grose.** Meeting adjourned at 6:05 p.m.

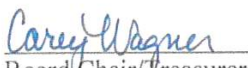
The next meeting will be held on Tuesday, June 6, 2023 at 5:00 p.m.

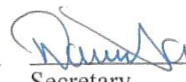
Respectfully submitted:

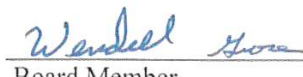
ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
David A. Burr


Board Member
Wendell R. Grose

ELKINS ROAD PSD
REGULAR MONTHLY MEETING
TUESDAY, MAY 2, 2023

Upshur County Convention &
Visitors Bureau

May Meeting Minutes

Meeting called to order at 3:00pm on May 10, 2023

Approval of previous minutes – motion to approve by Kathy, 2nd by Ronna, motion carried.

Treasurer's report was tabled until clarification was made on Event Center deposits (later clarified via email).

Lacy discussed possibility of paying recurring bills electronically for efficiency (e.g., electric, water/sewer, internet, etc.). Ronna made a motion to permit electronic payments for recurring bills, Randy 2nd motion. Motion carried.

Suggested to create a "financial policy & procedure" to help outline rules for paying bills, loans, number of check signers (always 2 signers? Or only 2 signers when over a set amount?).

EIDL loan discussion – Randy suggested making a decision on the loan after current fiscal year ends. Reassess 6 months after parting with the Event Center to see where financials stand.

Part-time worker – check with insurance provider to see if there are any restrictions on hiring anyone under the age of 18. Discussed reaching out to high school counselors who might be able to refer responsible students needing service hours.

Discussed working with the airport general manager to create digital packages for pilots to encourage them to visit (and overnight) in Upshur County. Possibly create QR codes to serve as their ticket/verification for available perks or discounts.

Ballot was present to board to vote on new members and officers. Randy made a motion to except the ballot as presented, Ronna 2nd. Motion carried. 2023-2024 BODs are:

Risë Hanifan – President

Tabatha Perry – Vice President

John Waltz – Secretary

Carrie Mills – Treasurer

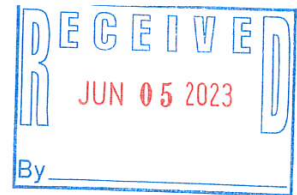
Rachel Weber – At Large Member

Remaining members (not up for re-election) – Ronna Dittman, Kathy McMurry, Cheryl Lewis, Randy Sanders, Jenny Fluke, Kevin Campbell.

Joey Baxa finished serving his max term.

Kevin discussed Riverfest happening again on August 26th as well as a scheduled clean-up at Fiddler's Mill on May 27th. They plan to have Fiddler's Mill open on weekends over the summer.

Kevin made a motion to adjourn at 4:07pm



Adrian Public Service District
May 4, 2023
Monthly Board Meeting

Present from Adrian PSD: Paul Spencer, Chairman; Kelly Arnold, Sec/Treasurer; Carolyn Douglas, Vice Chairman; Eric Brunn, Chief Operator; Norma Woody, Manager; Ed Tenney, Service Technician and Alicia Wright, Assistant Manager.

All motions were unanimous unless otherwise noted.

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

Minutes of the April 6, 2023 meeting were read. Kelly made a motion to approve the minutes and Paul second.
Minutes of the April 19, 2023 meeting were read. Kelly made a motion to approve the minutes and Paul second.

Invoices/credit card statement were presented. A motion was made to pay by Paul, second by Carolyn.

Old Business

- Phase VIII/Pickens updates provided by Norma Woody.

New Business

- None

Items for Discussion/Action/Approval

- Eric Brunn presented the board with Water Distribution Operator applications. Two candidates were selected for interviews on May 10, 2023 at 4:00 p.m. and 4:30 p.m. consecutively. Applicants not selected received notification by mail.
- Norma presented quotes for a new Security Camera system and driveway paving. The board unanimously approved Micrologic for update to security system and All State Paving for driveway paving to be paved in section quotes as received.
- Norma advised board of Upshur County Commission approval of Bessinger waterline extension utilizing ARPA funding. She also contacted Public Service Commission for approval which advised it was up to funding agency, however, with the minimum cost, would not need their approval. Paul made a motion to approve, and Carolyn second the motion. Kelly opposed. The motion carried.
- Norma requested the board approve and adopt **Supplemented and Amended WDA EE Grant Agreement** for Phase VIII project prior to Project Meeting. Paul made a motion to adopt and approve and Carolyn second the motion. The motion carried.
- Norma presented the Standard Operation Procedure/Disciplinary Action Policy for discussion/review as requested by board members. Carolyn made motion to table for further review, Paul second the motion until next board meeting.

Maintenance Report

- Salem Ridge main break drained the Rock Cave tank.
- Alton main break drained the Natural Bridge Tank.
- Replaced a few split meter bottoms
- Southern Upshur County 100% radio read.
- Northern portion Upshur County all but 50 meters radio read.
- Fixed hydrant @ Kanawha Head.
- Indian Camp installed water service.
- Two services left for installation.

Office Report

- Norma advised the board of billing error credits to customers completed in April billing cycle.


Adjournment

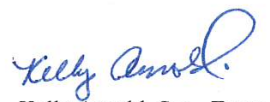
The meeting adjourned at 4:00 pm.

Next regular meeting will be June 6, 2023 at 3:00 pm.
The next project meeting will be May 17, 2023 at 3:00 pm.

Board of Directors


Paul Spencer, Chairman


Carolyn Douglas, Vice Chairman


Kelly Arnold, Sec., Treas.

Adrian Public Service District
May 10, 2023
Special Board Meeting
Interviews Water Distribution Operator

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

All motions were unanimous unless otherwise noted.

The meeting was called to order at 4:00 p.m. by Paul Spencer, Chairman.

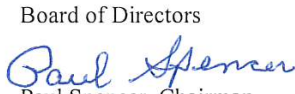
Items for Discussion/Action/Approval

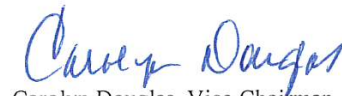
- Two candidates were interviewed for the position of Water Distribution Operator. Jared Bentley was selected by the board to fill the position starting employment with Adrian Public Service District on May 30, 2023.

Adjournment

The meeting adjourned at 5:00 p.m.

Board of Directors


Paul Spencer, Chairman


Carolyn Douglas, Vice Chairman


Kelly Arnold, Sec., Treas.



Adrian Public Service District
May 17, 2023
Phase VIII Project Meeting

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

Visitors: Trey Hornor, P.E. President Hornor Brothers Engineering
Carrie Wallace, Program Coordinator, Region VII
Doug Heater, Pro Contracting

All motions were unanimous unless otherwise noted.

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

Items for Discussion/Action/Approval

- Trey Hornor, Hornor Brothers Engineering reviewed progress and status of construction (32.6% complete as of April 30, 2023). Indian Camp complete, Get Out Rd complete, Frenchton Rd complete, Freemans Rd complete, working on Route 20, Eden Rd and Little Trace Run Rd.
- Norma requested approval of **Resolution No. 6 of the Phase VIII water extension project**. Paul made a motion to approve, and Kelly seconded the motion. Motion carried.
- Norma requested approval of **Adverse Weather Day calculation sheets for Phase VIII water extension project**. Contract 1 (0 days), Contract 2 (0 days), Contract 3 (0 days). Carolyn made the motion to approve, and Paul seconded the motion. Motion carried.
- Schedule for Contracts are as follows: Contract 1-Pro Contracting (three crews working), Contract 2-Pro Contracting (no crew working), Contract 3-Mid Atlantic Storage Systems (site work resumed May 15, 2023).

Adjournment

The meeting adjourned at 4:00 pm.

Next regular board meeting will be June 1, 2023 at 3:00 pm.
Next project meeting will be June 21, 2023 at 3:00 pm.

Board of Directors

Paul Spencer, Chairman

Carolyn Douglas, Vice Chairman

Kelly Arnold, Sec., Treas.