

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: November 30, 2023

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

- November 16, 2023

Items for Discussion / Action / Approval:

1. Approval and signature of the 23-JAG-38 Grant Contract Agreement, Certifications, Resolution, and Conditions and Assurances. The grant award is in the sum of \$19,750 to be used to support the position of the Prevention Resource Officer assigned to Buckhannon-Upshur Middle School. * [Pages 4-29](#)
2. Review proposed scope of work and fee schedule for planning & design services for future capital improvements at James W. Curry Park. Discuss potential negotiations and/or execute contract for services. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
3. Consider executing a Memorandum of Understanding for Regional Task Force dedicated to optimizing funds available to political subdivisions from the WV First Foundation created as a result of the State opioid litigation and settlements. Upon entering this agreement, parties agree to cooperate and provide information and documentation to Ascension Recovery Services (Ascension). Financial contribution by the parties of this MOU for the services provided by "Ascension" is voluntary, not mandatory. * [Pages 30-31](#)
4. Consider executing an Emergency Response Plan (ERP) Non-Binding Agreement with Panhandle Cleaning and Restoration. * [Page 32](#)
5. Approval and signature of a Federal Aviation Administration Outlay Report and Request for Reimbursement for Construction Programs – Request No. 3 - in the amount of thirty-seven thousand seven hundred seventy-three dollars and fifty-four cents (\$37,773.54) for an Airport Improvement Program Project at the Upshur County Regional Airport. * [Pages 33-38](#)
6. Approval of an advertisement for full-time E911 telecommunicator (dispatch) positions. Applications will be accepted until positions are filled. * [Page 39](#)
7. Approval of Application for Donated Leave and the granting of leave under the Family and Medical Leave Act.
 * *Item may lead to Executive Session per WV Code §6-9A-4* [Under separate cover](#)
8. Approval of Department of Homeland Security and Emergency Management volunteer:
 a) Adrienne Cartier * [Under separate cover](#)
9. Approval of Lewis-Upshur Animal Control Facility volunteer:
 a) Lloyd Davis * [Under separate cover](#)

10. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Correspondence from Steven Linger, President of the Southern Upshur Business Association, providing an update and a list of future important dates. Page 40
2. Upshur County Building & Floodplain Permits for the month of October, 2023. Pages 41-42
3. Upshur County Fire Board Financial Statements and Independent Auditor's Report for Fiscal Year 2023. Pages 43-62
4. Upshur County Sheriff's Financial Statement for period ending October 31, 2023. Pages 63-64
5. Upshur County Mileage Reports – October, 2023
 - Addressing and Mapping Page 65
 - Community Corrections Pages 66-67
 - Dog Pound Page 68
 - Emergency Management Page 69
 - Maintenance Pages 70-72
 - Parks & Recreation Page 73
 - Sheriff Page 74
 - Upshur 911 Page 75
6. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - None
 - b) Agendas and/or Notice of Meetings:
 - Upshur County Youth Camp Board October 19, 2023 Page 76
 - c) Meeting Minutes:
 - Adrian Public Service District October 6, 2023 Page 77
 - Upshur County Solid Waste Authority October 9, 2023 Pages 78-79
 - Upshur County Fire Board Meeting October 17, 2023 Page 80
 - Upshur County Youth Camp Board October 19, 2023 Pages 81-82
 - Adrian Public Service District - Project Meeting October 24, 2023 Page 83
 - d) ***Dates and times of monthly board meetings are viewable at:**
<http://cms4.revize.com/revize/upshurwv/calendar.php>
 or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.
7. Appointments Needed or Upcoming:
 - None

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or chughes@upshurcounty.org. Upcoming term*

*expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission
December 14, 2023 --- 9:00 a.m.
Upshur County Courthouse Annex
The meeting for Thursday, December 7, 2023 has been cancelled.



Jim Justice
Governor of West Virginia

November 27, 2023

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

Dear Commissioner Tenney:

I am pleased to inform you that I have approved a Justice Assistant Grant (JAG) Program award to the Upshur County Commission in the amount of \$19,750. Funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in West Virginia schools.

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: Matthew Sisk, Project Director
Tabatha Perry, Fiscal Officer

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND THE
UPSHUR COUNTY COMMISSION
23-JAG-38

This **AGREEMENT**, entered into this **1st Day of October 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 Justice Assistant Grant Program grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **Funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in West Virginia schools.**

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 **December 1, 2023** and shall continue those services/activities until **November 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 **\$19,750.00** 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. JCS has determined that the program **will not** 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 shall fail 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 G. Tenney
President
Upshur County Commission

Marty A. Hatfield
Assistant Director
Justice and Community Services Section



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



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

Effective: July 23, 2019

Revision History: Condition #13 added on October 23, 2022

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

Revision History: Condition #9 added on September 28, 2023.

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. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individuals who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. The 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.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2-CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE:** The recipient agrees to comply with the DOJ Grants Financial Guide (<https://www.ojp.gov/funding/financialguidedojo/overview>), including any updated version that may be posted during the period of performance.
9. **ACCESS TO RECORDS:** Grantee must authorize any representative from the U.S. Department of Justice or its subcomponents, including the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), access to and the right to examine all records, books, paper, or documents related to any federal grant program.
10. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
11. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
12. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
13. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

14. PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:

Section A. Provisions applicable to a recipient that is a private entity

- I. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient, and the employees of any subrecipient may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:
 - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by the Office on Violence Against Women (OVW), failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrantee") that is a private entity:
 - (a) Violated a prohibition in section A.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section B. Provisions applicable to a recipient other than a private entity

- I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:
 - (a) Severe forms of trafficking in persons;

- (b) Procurement of a commercial sex act;
- (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- (d) Acts that directly support or advance trafficking in persons, including acts such as:
 - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:

- (a) Violated a prohibition in section B.1 of this award condition; or
- (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section C. Provisions applicable to any recipient

- I. The recipient must inform OVW promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section A.1 or B.1 of this award condition.
- II. OVW's authority to terminate this award unilaterally (without penalty), described in section A.2 and B.2 of this award condition:
 - (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), (22 U.S.C. 7104(g)), and
 - (b) Is in addition to any and all other remedies for noncompliance that are available to OVW with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.

- III. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

Section D. Definitions.

For the purposes of this award condition:

- I. *"Employee"* means either:
- (a) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
 - (b) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
- II. *"Forced labor"* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- III. *"Private entity"*:
- (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
 - (b) Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
 - A for-profit organization.
- IV. *"Severe forms of trafficking in persons," "commercial sex act," and "coercion"* have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

15. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).

National Historic Preservation Act of 1966.

Flood Disaster Protection Act of 1973.

Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.

Control Act Amendments of 1972.

Safe Drinking Water Act.

Endangered Species Act of 1973.

Wild and Scenic Rivers Act.

Fish and Wildlife Coordination Act.

Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended.
Death in Custody Act of 2000.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

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 G. 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 Justice Assistance Grant Program.

Signed: _____
County Clerk



**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.
 §12-4-14 reporting requirements added on September 11, 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 commingled 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. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 148-CSR-1 of the West Virginia Code.
16. **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.
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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."
24. **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.
25. **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.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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).
33. **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.

- 34. 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.

- 35. 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.

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

- 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.

Additionally, the grantee agrees to comply with 101-CSR-1 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.

- 37. 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.

38. 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.

39. 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.

40. 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>.

41. 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.

42. 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.

43. 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.

44. 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: _____

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: Upshur County Commission	
Address: 91 West Main Street, Suite 101, Buckhannon, WV 26201	
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: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Matthew Sisk, UCBOE Director of Safety & Emergency	
Telephone Number: 304-472-5480 x1019	E-Mail Address: matthew.sisk@k12.wv.us

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, Kristie G. Tenney, Commission President [responsible official], certify that Upshur County Commission

[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 Upshur County Commission [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

Kristie G. Tenney, Commission President

11/30/2023

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

Justice Assistance Grant (JAG) Program	Budget Summary Page 2
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Applicant: Upshur County Commission	FEIN Number: 55-6000406 DUNS Number: 028608099
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Category	JAG Requested Funds	Other Funds	Total Budget
Personnel / Contractual	19,750.00	59,044.15	37,333.00
Travel / Training			
Equipment			
Other			
Totals	19,750.00	59,044.15	78,794.15

Funding Strategy

Funding Source(s)	Amount	Status
Upshur Co. Board of Education	59,044.15	C
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 of funds as follows:

P – Projected grant, loan, or donation

A – Application submitted and under review

C – Funds Committed

R – Funds received, appropriated or on hand

Justice Assistance Grant (JAG) Program		Budget Detail Page 3	
Detailed Project Cost by Budget Category	Requested JAG Funds	Other Funds	Recommendation
<u>Personnel / Contractual</u> \$19,750.00 <u>Travel / Training</u> <u>Equipment</u> <u>Other</u>	\$19,750.00	\$59,044.15	
Total Requested JAG Funds	\$19,750.00		
Total Other Funds		\$59,044.15	
Total of Recommendation (JCS Only)			

Justice Assistance Grant (JAG) Program	Budget Justification Page 4
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Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. For all hourly positions (not salaried) please include an hourly rate and the number of hours to be worked per month.

The funds that have been awarded through the JAG (\$19,750) plus the money that has been allocated with the Upshur County School Board Levy (\$59,044.15) will be able to reimburse the salary for the work being administered at Buckhannon -Upshur Middle School.

Prevention Resource Officer Salary and Benefits:

Salary (as of 11/2023) : \$48,963.20

Retirement (12%): \$5,875.58

Worker's Compensation (3.02%) :\$1,478.69

FICA (7.65%): \$3,745.68

Health/Life/Vision/Dental: \$16,231

OPEB: 2,500.00

Total Salary and Benefits: \$78,794.15

Match:

The Upshur County Board of Education (BOE) will pay the remaining portion of the salary and benefits for the PRO (i.e. \$59,044.15). The BOE will also provide for the relevant PRO training (tuition and travel) in the estimated amount of \$1,500.

The patrol car costs, including fuel, insurance, maintenance, and other miscellaneous expenses will be paid by the Upshur County Commission, in the estimated amount of \$5,900.50.

The required match for this grant is \$6,583.33; however, as can be seen, the local funds contributed to the project far exceed this requirement.

MEMORANDUM OF UNDERSTANDING FOR REGIONAL TASK FORCE

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

RECITALS

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

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

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

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

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

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

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

Signature _____
On behalf of Upshur County

Print _____
Title _____

Signature _____
On behalf of the City Buckhannon

Print _____
Title _____



24 Hour Emergency Response
800.504.7054

Emergency Response Plan (ERP) Non-binding Agreement

This Emergency Response Program Agreement is made this ____ day of ____, 20__ between _____ ("Client") located at _____ and **Panhandle Cleaning & Restoration**, headquartered at 42 38th St. Wheeling, WV 26003 in accordance with the following terms and conditions:

Contractor's Commitment to Owner

1. When an emergency occurs, we will respond to initial notification of the emergency within 5 minutes and will arrive on-site within ____ hours barring extenuating circumstances such as traffic, etc.
2. All ERP clients receive priority response over any client not included in our ERP program.
3. During a severe, area-wide weather event, our "next available crew" service pledge means that we will respond to all ERP clients with the next available crew before any other service requests are fulfilled.
4. We will mitigate the loss including board-up and tarping, structurally drying, providing restorative cleaning as well as other appropriate actions to contain and restore the property to pre-loss condition. To accomplish this we will provide a variety of resources including labor, equipment, materials, tools and other necessary items as needed.
5. Education and Training will be provided as desired.
6. We will supply personnel trained in accordance with Occupational and Health Administration (OSHA), Infection Control Assessment (ICRA) and Institute of Inspection Cleaning and Restoration Certification (IICRC) standards.
7. We will have commercial general liability, pollution liability, and workman's compensation insurance.
8. Our company and our employees will keep all information pertaining to the client's operations and the emergency situation confidential, unless otherwise required by law or to protect life, health or safety.
9. If unsafe conditions occur while we are performing services, or if directed by Federal, State or Local officials, either our company or the Emergency Coordinator will have the right to stop work on the project.
10. The attached Emergency Response Program materials are incorporated into this Agreement.

Owner's Commitments to Contractor

1. Because you see the benefits and value of this Emergency Response Program (ERP), you (the property owner, manager or other responsible party) agrees that Contractor will be a primary emergency response contractor considered to respond to losses caused by wind, storm, water, sewer, flood, freezing, fire and smoke, mold, accident, death & trauma scenes. There will be no penalty if you hire another company.
2. You will from time to time meet with Contractor's staff and provide necessary information to ensure that this Emergency Response Program is current and up to date.

CLIENT: _____

By: **Panhandle Cleaning & Restoration**

By: _____
Signature

By: _____
Signature

Printed Name: _____


Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		OMB Number 4040-0011 Expiration Date: 01/31/2025			
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration		1. TYPE OF REQUEST [] FINAL [X] PARTIAL	2. BASIS OF REQUEST [X] CASH [] ACCRUAL		
6. EMPLOYER IDENTIFICATION NUMBER 30-0733276		8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) September 12, 2023 TO: (MONTH / DAY / YEAR) November 13, 2023			
9. RECIPIENT ORGANIZATION Name: Buckhannon Upshur Airport Authority No. and Street: Post Office Box 1042 City, State and ZIP Code: Buckhannon, West Virginia 26201-1042		10. PAYEE (Where check should be sent if different than item 9) Name: No. and Street: City, State and ZIP Code:			
11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED					
PROGRAMS / FUNCTIONS / ACTIVITIES	(a) Budget	(b) Total to Date	(c) Previously Requested	Total This Period	
a. Administrative expense	\$10,000.00	\$7,488.38	\$7,488.38	\$0.00	
b. Preliminary Expense	\$0.00	\$0.00	\$0.00	\$0.00	
c. Land, structures, right-of-way	\$0.00	\$0.00	\$0.00	\$0.00	
d. Architectural engineering basic fees	\$77,793.00	\$69,960.90	\$67,395.30	\$2,565.60	
e. Other Architectural engineering fees	\$72,365.00	\$53,205.00	\$13,800.00	\$39,405.00	
f. Project Inspection fees	\$2,597.00	\$0.00	\$0.00	\$0.00	
g. Land Development	\$0.00	\$0.00	\$0.00	\$0.00	
h. Relocation expenses	\$0.00	\$0.00	\$0.00	\$0.00	
i. Relocation payments to individuals and businesses	\$0.00	\$0.00	\$0.00	\$0.00	
j. Demolition and removal	\$0.00	\$0.00	\$0.00	\$0.00	
k. Construction and project improvement costs	\$57,000.00	\$0.00	\$0.00	\$0.00	
l. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
m. Miscellaneous cost	\$0.00	\$0.00	\$0.00	\$0.00	
n. Total Cumulative to Date (sum of line a. through line m.)	\$219,755.00	\$130,654.28	\$88,683.68	\$41,970.60	
o. Deductions for program income					
p. Net cumulative to date (line n. minus line o.)					
q. Federal share to date					
r. Rehabilitation grants (100% reimbursement)					
s. Total Federal Share (line q. plus line r.)	\$197,779.00	\$117,588.85			
t. Federal payments previously requested		\$79,815.31			
u. Amount requested for reimbursement				\$37,773.54	
v. Percentage of physical completion of project		59%			
12. CERTIFICATION					
I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 11/13/2023		
		TYPED OR PRINTED NAME AND TITLE Michael Ruffing President, Buckhannon Upshur Airport Authority		TELEPHONE 412-812-2757	
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED		
		TYPED OR PRINTED NAME AND TITLE Kristie G. Tenney President, Upshur County Commission		TELEPHONE 304-472-0535	

BUCKHANNON UPSHUR AIRPORT AUTHORITY
SUMMARY OF SPONSOR INVOICE # W22-039-R3
GRANT # 3-54-0039-039-2023

Contractor/Consultant Name	Contractor Invoice #	Invoice Date	Due Date	Billed Amount	AIP Costs (90%)	Non-AIP Costs	Worksite Name	Short Summary of Services/Materials
Chapman Technical Group	23005-20662	9/30/2023	N/A	\$ 2,955.30	\$ 2,659.77	\$ 295.53	Upshur County Regional Airport	Basic and Other Engineering Fees for Install Perimeter Fencing
Chapman Technical Group	23005-20674	10/31/2023	N/A	\$ 39,015.30	\$ 35,113.77	\$ 3,901.53	Upshur County Regional Airport	Basic and Other Engineering Fees for Install Perimeter Fencing
TOTAL REQUESTED					\$ 37,773.54			

INVOICE

September 30, 2023

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

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

INVOICE NO. 20662

Professional Engineering Services from August 20, 2023 through September 30, 2023.

	Phase	Contract Amount	% Comp	Amount Earned to Date	Amount Previously Invoiced	Balance Remaining	Amount this Invoice
01	Design Development	\$ 14,669.00	100%	\$ 14,669.00	\$ 14,669.00	\$ -	\$ -
02	Construction Documents	7,781.00	100%	\$ 7,781.00	\$ 7,781.00	\$ -	\$ -
03	Bidding & Constructing	6,820.00	100%	\$ 6,820.00	\$ 6,820.00	\$ -	\$ -
04	Construction Administration	11,553.00	20%	\$ 2,310.60	\$ 1,155.30	\$ 9,242.40	\$ 1,155.30
05	Resident Observation	2,597.00	0%	\$ -	\$ -	\$ 2,597.00	\$ - Hrly
06	Surveying Services	1,801.00	100%	\$ 1,800.00	\$ -	\$ 1.00	\$ 1,800.00 Hrly
07	Additional Services-Geotechnical	51,000.00	0%	\$ -	\$ -	\$ 51,000.00	\$ -
Totals:		\$ 96,221.00		\$ 33,380.60	\$ 30,425.30	\$ 62,840.40	\$ 2,955.30
TOTAL AMOUNT DUE THIS INVOICE							\$ 2,955.30

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

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

INVOICE

Project	0000023005	Buckhannon Airport-	Invoice	0020662
Billing Backup			Tuesday, October 10, 2023	
Chapman Technical Group		Invoice 0020662 Dated 9/30/2023		10:00:00 AM
Project	0000023005.06	Buckhannon Airport-Rehab Fence Survey		

Professional Personnel

			Hours	Rate	Amount	
	Surveyor IV					
00050	Brown, Jason	9/13/2023	2.00	100.00	200.00	
	JOB PREP FOR FIELD VISIT					
00050	Brown, Jason	9/19/2023	4.00	100.00	400.00	
	job prep for field crew visit					
	Survey Technician I					
00200	Davis, Justin	9/19/2023	8.00	50.00	400.00	
	Fence borings					
	Survey Technician IV					
00163	Driggs, James	9/19/2023	8.00	80.00	640.00	
	locate monitoring wells and borings					
00163	Driggs, James	9/20/2023	2.00	80.00	160.00	
	cadd					
	Totals		24.00		1,800.00	
	Total Labor					1,800.00
				Total this Project		\$1,800.00
				Total this Report		\$1,800.00

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

INVOICE

October 31, 2023

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

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

INVOICE NO. 20674

Professional Engineering Services from October 1, 2023 through October 28, 2023.

	Phase	Contract Amount	% Comp	Amount Earned to Date	Amount Previously Invoiced	Balance Remaining	Amount this Invoice	
01	Design Development	\$ 14,669.00	100%	\$ 14,669.00	\$ 14,669.00	\$ -	\$ -	
02	Construction Documents	7,781.00	100%	\$ 7,781.00	\$ 7,781.00	\$ -	\$ -	
03	Bidding & Constructing	6,820.00	100%	\$ 6,820.00	\$ 6,820.00	\$ -	\$ -	
04	Construction Administration	11,553.00	30%	\$ 3,465.90	\$ 2,310.60	\$ 8,087.10	\$ 1,155.30	
05	Resident Observation	2,597.00	10%	\$ 255.00	\$ -	\$ 2,342.00	\$ 255.00	Hrly
06	Surveying Services	1,801.00	100%	\$ 1,800.00	\$ 1,800.00	\$ 1.00	\$ -	Hrly
07	Additional Services-Geotechnical	51,000.00	74%	\$ 37,605.00	\$ -	\$ 13,395.00	\$ 37,605.00	
Totals:		\$ 96,221.00		\$ 72,395.90	\$ 33,380.60	\$ 23,825.10	\$ 39,015.30	
TOTAL AMOUNT DUE THIS INVOICE							\$ 39,015.30	

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

INVOICE

Project	0000023005	Buckhannon Airport-Rehab Fence,DD	Invoice	0020674
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Billing Backup

Thursday, November 2, 2023

Chapman Technical Group

Invoice 0020674 Dated 10/31/2023

11:56:11 AM

Project	0000023005	Buckhannon Airport-Rehab Fence,RO
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Professional Personnel

			Hours	Rate	Amount
Engineer I					
00203	Curry, Brandon	10/25/2023	2.00	90.00	180.00
	BUAA FENCE INSPECTION				
Engineer V					
00065	Huffman, Brian	10/19/2023	.50	150.00	75.00
	Drove to airport to meet with Contractor and check on progress, contractor was not on site				
	Totals		2.50		255.00
	Total Labor				255.00

Total this Project \$255.00

Total this Report \$255.00

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

Upshur County Telecommunicator

The Office of the Upshur County Commission is accepting applications for full-time E911 telecommunicator (dispatch) positions. Applications will be received until the positions are filled. Individuals may pick up an application form at the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV 26201 or on the website at: www.upshurcounty.org. Please return the application to the following:

Upshur County Communications Center
Doyle Cutright, II – E911 Director
181 Pallottine Drive
Buckhannon, West Virginia 26201

or via email to drcutright@upshurcounty.org

Applicants must be able to communicate and work with the public during stressful situations and events. Writing, typing and computer skills are necessary to perform the duties of the position. Knowledge of Upshur County and the City of Buckhannon would be beneficial for this position. Previous experience in this type of work environment would be beneficial. Applicants should have a high school diploma or GED and have the ability to read and interpret operations documents and manuals. Schedule may involve working rotating shifts throughout the month. Applicants must have the availability to work any shift. Successful applicants must complete and become certified by a nationally recognized dispatch course as selected by Upshur County (such as APCO), become certified on the West Virginia Automated Police Network System (WEAPONS), successfully complete an emergency medical dispatch (EMD) course and pass an extensive 90-day training program. Applicants will be subject to a background investigation. Working in the 911 Center requires strict confidentiality and the ability to function as a member of a team. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, age or handicap. Upshur County has established a drug free and tobacco free work environment.

SUBA
Southern Upshur Business Association
18877 Route 20 South Road
Kanawha Head, WV 26228

Holiday Greetings!

In 2023, we continued to get back on track from being waylaid by COVID. We have some exciting new projects planned for 2024, and we hope our members will get more involved.

Foremost we want to increase our membership. Let's invite our friends that have new and existing businesses to join us. Retired neighbors are greatly welcomed, too, and the yearly membership is still only \$20.00. Don't forget this money mainly goes for the upkeep and mowing of our Veterans' Memorial at the Y.

Fidler's Mill, which is owned by SUBA, is a historical site that we are proud to manage. We plan to refurbish the Mill and offer tours to visitors.

SUBA meetings are on the first Wednesday of the month at 6:00 p.m. at the BDVFD, Banks District Volunteer Fire Department. We will have interesting speakers, share fellowship and refreshments will be provided.

DATES TO PUT ON YOUR CALENDAR:

SUBA PARADE - Saturday, December 2nd — at 1:00 p.m.

Join us as parade watchers or be in the parade, meeting at Rock Cave Elementary School at 12:30 p.m. for the line-up.

CHRISTMAS DINNER - Wednesday, December 6th — Dinner served at 6:00 p.m.

Bring your family and friends to the BDVFD along with your favorite covered dish to share. Drinks and dinnerware will be supplied.

Looking forward to seeing you all!

Peace,

Steven Linger

Steven Linger

SUBA President

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
OCTOBER 1, 2023 - OCTOBER 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
10/2/2023	9316	11927	WAMSLEY, TIMOTHY	9817 OLD ELKINS RD, ELLAMORE, WV 26267	\$9,901.00	\$15.00		CHECK	REPLACE EXISTING TUB WITH ACRYLIC SHOWER BASE AND SURROUND WALL	OHIO BATH SOLUTIONS DBA BATH FITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339	
10/2/2023	9317	7013	SHINGLETON, ARNETTA	393 RED KNOB RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CHECK	METAL ROOF ON GARAGE	SELF	
10/2/2023	9318	NEW	SMITH, DONALD	2784 SYCAMORE LICK RD, JANE LEW, WV, 26378	\$4,000.00	\$15.00		CASH	MOBILE HOME-2 BEDROOMS	SELF	
10/2/2023	9319	10693	DEPOY, JANET L	11760 RT 20 SOUTH RD, ROCK CAVE, WV 26234	\$3,700.00	\$15.00		CHECK	STORAGE BUILDING	SELF	
10/3/2023	9320	N/A	DEGARMO, JAY STANLEY	2941 MAGNOLIA RD, ORANGE PARK, FL 32065	\$100.00	\$15.00	\$75.00	CHECK	REPAIR SHED OVER ROOT CELLAR	SELF	FLOODPLAIN
10/3/2023	9321	10056	BARTON, HAYWARD	528 GAINES RD, ROCK CAVE, WV 26234	\$25,000.00	\$15.00		CASH	REMODELING - NEW WINDOWS AND SIDING	SELF	
10/6/2023	9322	125	LOUDIN & SONS PROPERTY	PO BOX 2404, BUCKHANNON, WV 26201	\$50,000.00	\$15.00		CHECK	50' X 100' GARAGE / STORAGE BUILDING	LOUDIN CONSTR, PO BOX 2404, BUCKHANNON, WV 26201	
10/6/2023	9323	11286	UPSHUR COUNTY COMMISSION	91 WEST MAIN ST, STE 101, BUCKHANNON, WV 26201	\$23,000.00	N/A		FEE WAIVED	24' X 36' X 10' BUILDING (STORAGE) (76 YOUTH CAMP RD)	SENSENG CONTR LLC, 13 BIRCH LANE, JANE LEW, WV 26378	
10/10/2023	9324	NEW	JOHNSTON, JEREMY	2038 FRENCHTON RD, FRENCH CREEK WV 26218	\$534,000.00	\$15.00		CHECK	3,293 SQ FT NEW HOME	K & L BUILDERS LLC, 2883 BEECHTOWN RD, FRENCH CREEK,, WV 26218	
10/10/2023	9325	10273	GREGORY, SANDRA	67 EDEN RD, ROCK CAVE, WV 26234	\$34,400.32	\$15.00		OL	90' OF CRAWL DRAIN; 246 SQ FT OF CRAWLSEAL; 540 SQ FT OF EXTREMEBLOC; ONE SUMP PUMP; ONE DEHUMIDIFIER; ENCAPSULATION;	JES BASEMENT AUTHORITY OF WV, 7940 GAINSFORD CT, BRISTOW, VA 20136	
10/10/2023	9326	2418	PUGH, MARK D	239 PAPPY DEAN RD, BUCKHANNON, WV 26201	\$70,000.00	\$15.00		CHECK	32' X 60' GARAGE	SELF	
10/11/2023	9327	5234	NEFF, JULIE	525 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CC	DECK ON BACK OF HOUSE	SELF	

TOTAL	TOTAL	TOTAL
\$767,101.32	\$165.00	\$75.00

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
OCTOBER 16, 2023 - OCTOBER 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	
10/17/2023	9328	11831	MERRIMAN, MARK	1996 BURNT BRIDGE RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		CASH	15' X 48' ATTACHED GARAGE	SELF	
10/17/2023	9329	11608	HAGI, LORI	964 BRYAN FOSTER RD, BUCKHANNON, WV 26201	\$10,562.50	\$15.00		CASH	REPLACE (ROOF) SHINGLES AND GUTTERS	ULTIMATE ROOFING WV LLC, 1795 HALLECK RD, MORGANTOWN, WV 26508	
10/18/2023	9330	7779	TRENT, RICHARD/GARY BROWN	272 VICSBURG RD, BUCKHANNON, WV 26201	\$800.00	\$15.00		CASH	METAL ROOF	SELF	
10/18/2023	9331	6102	UPSHUR COOPERATIVE PARISH HOUSE	4 CHURCH ST, ROCK CAVE, WV 26234	\$28,000.00	\$15.00		OL	FRENCH DRAINS; FLOOR REPAIRS; GAS SERVICE	SUNNYSIDE CONSTRUCTION, 118 EAST MAIN ST, BUCKHANNON, WV 26201	
10/18/2023	9332	2080	JORDON, DAYMON	214 PARADISE RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CASH	NEW ROOF	SELF	
10/23/2023	9333	82380	KELLEY, FRED	1918 CARPENTER DR, PLEASANT VALLEY, WV 26554	\$400,000.00	\$15.00		OL	2,300 SQ FT NEW HOUSE	TF BUILDER, PO BOX 582, BUCKHANNON, WV 26201	
10/23/2023	9334	7859	HARRIS, BRETTLEY	609 VICKSBURG RD, BUCKHANNON, WV 26201	\$2,000.00	\$15.00	\$75.00	CASH	CHAIN LINK FENCE AROUND BACK YARD	SELF	FLOODPLAIN
10/24/2023	9335	NEW	BENNETT, JESSICA	6053 CLARKSBURG RD, BUCKHANNON, WV 26201	\$200,000.00	\$15.00	\$75.00	OL	NEW MOBILE HOME	CLAYTON HOMES, PO BOX 4098, MARYVILLE, TN 34802	FLOODPLAIN
10/24/2023	9336	9102	HEATER, CHARLES B	1821 HINKLE RIDGE RD, FRENCH CREEK, WV 26218	\$17,917.00	\$15.00		CASH	24' X 28' X 8' GARAGE	RM BUILDING, INC, 37 HALL ST, JANE LEW, WV 26378	
10/26/2023	9337	6816	LEIGH, DAVID	31 CRESCENT AVE, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CHECK	12' X 24' BUILDING (STORAGE)	SELF	
10/26/2023	9338	6761	RES-CARE INC	196 JACK LN, BUCKHANNON, WV 26201	\$16,000.00	\$15.00		CHECK	ROOF REPLACEMENT WITH ARCHITECTURAL SHINGLES	LEIGH ENTERPRISES, PO BOX 1173, BUCKHANNON, WV 26201	
10/30/2023	9339	NEW	ROWLAND, KRISTEN	871 COUNTRY CLUB RD, BUCKHANNON, WV 26201	\$6,000.00	\$15.00		CASH	14' X 40' SMALL HOUSE	SELF	
10/30/2023	9340	807	SAVAGE, MARY	499 HACKERS CREEK RD, BUCKHANNON, WV 26201	\$9,531.00	\$15.00		OL	REPLACING EXISTING TUB AND SURROUND WALL	OHIO BATH SOLUTIONS DBA BATH FITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17389	
10/30/2023	9341	11787	BENNETT, ORIN II	346 MT UNION RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CHECK	GARAGE	SELF	
10/31/2023	9342	5412	CRITES, TREASEA	4804 GLADY FORK RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		CASH	SINGLE CAR GARAGE	SELF	
10/31/2023	9343	NEW	WOODLOCK, DANIEL	664 TURNER RD, BUCKHANNON, WV 26201	\$400,000.00	\$15.00		CASH	1,700 SQ FT NEW HOME	COMPACT BACKHOE CONSTR SERVICES, 10 ELIAS ST, BUCKHANNON, WV 26201	
					TOTAL \$1,125,810.50	TOTAL \$240.00	TOTAL \$150.00				
					GRAND PROJECT TOTAL \$1,892,911.82	GRAND BP TOTAL \$405.00	GRAND FP TOTAL \$225.00				

Upshur County

RFP# 22-376

Upshur County Fire Board, Incorporated

Financial Statements and Independent Auditor's Report

For the Fiscal Year Ended June 30, 2023

Ferrari & Associates, PLLC

616 Schubert Pl | Morgantown, WV 26505

**UPSHUR COUNTY FIRE BOARD, INCORPORATED
SCHEDULE OF FUNDS INCLUDED IN REPORT
For the Fiscal Year Ended June 30, 2023**

GOVERNMENTAL FUND TYPES

MAJOR FUND

General

UPSHUR COUNTY FIRE BOARD, INCORPORATED
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For the Fiscal Year Ended June 30, 2023

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Introductory Section

UPSHUR COUNTY FIRE BOARD, INCORPORATED
BOARD MEMBERS
For the Fiscal Year Ended June 30, 2023

OFFICE	NAME	TERM ENDS
<u>Board Members:</u>		
Commission Representative:	Kristie Tenney	12/31/2023
Community Representatives:	Donna Matthews	06/30/2025
	Joe Gower	06/30/2024
	Jesse Davidson	06/30/2026
Fire Association Representatives:	Rick Harlow	06/30/2025
	Sidney Huffman	06/30/2024
	Steve Linger	06/30/2026
<u>Appointed:</u>		
Fire Fee Clerk:	Toni Newman	

Financial Section

Ferrari & Associates, PLLC

616 Schubert PI | Morgantown, WV 26505

Independent Auditor's Report

Honorable Members of the Board
Upshur County Fire Board, Incorporated
Buckhannon, West Virginia 26201

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of the Upshur County Fire Board, Incorporated (the Board), a component unit of the Upshur County Commission, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Upshur County Fire Board, Incorporated as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Board and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Ferrari & Associates, PLLC

616 Schubert Pl | Morgantown, WV 26505

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 14, 2023, on our consideration of the Board's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control over financial reporting and compliance.

Ferrari & Associates, PLLC

**Morgantown, West Virginia
November 14, 2023**

UPSHUR COUNTY FIRE BOARD, INCORPORATED
GOVERNMENTAL FUNDS BALANCE SHEET / STATEMENT OF NET POSITION
June 30, 2023

	General	Adjustments	Statement of Net Position
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 31,375	\$ -	\$ 31,375
Receivables:			
Accounts - fire service fees, net of allowance	54,458	-	54,458
Ellamore VFD	12,000	-	12,000
Sheriff's office	325	-	325
Total assets	\$ 98,158	\$ -	\$ 98,158
LIABILITIES			
Current liabilities payable from current assets:			
Accounts payable	\$ 3,567	\$ -	\$ 3,567
Accrued payroll	5,444	-	5,444
Total liabilities	9,011	-	9,011
FUND BALANCE / NET POSITION			
Fund balance:			
Assigned	30,000	(30,000)	-
Unassigned	59,147	(59,147)	-
Total fund balance	89,147	(89,147)	-
Total liabilities and fund balance	\$ 98,158		
Net position:			
Unrestricted		89,147	89,147
Total net position		\$ 89,147	89,147
Total liabilities and net position			\$ 98,158

See accompanying notes and independent auditor's report.

UPSHUR COUNTY FIRE BOARD, INCORPORATED
STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE / STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2023

	<u>General</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
EXPENDITURES / EXPENSES			
Current:			
Public safety	\$ 259,000	\$ -	\$ 259,000
General government	13,181	-	13,181
Personal services	28,121	-	28,121
	<u>300,302</u>	<u>-</u>	<u>300,302</u>
Total expenditures / expenses	300,302	-	300,302
GENERAL REVENUES			
Fire service fees, net	272,732	-	272,732
	<u>272,732</u>	<u>-</u>	<u>272,732</u>
Total general revenues	272,732	-	272,732
Net change in fund balance	(27,570)	27,570	-
Change in net position	-	(27,570)	(27,570)
Fund balance / net position beginning of the year	116,717	-	116,717
	<u>116,717</u>	<u>-</u>	<u>116,717</u>
End of the year	\$ 89,147	\$ -	\$ 89,147

UPSHUR COUNTY FIRE BOARD, INCORPORATED
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2023

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies and the presentation of the financial report of Upshur County Fire Board, Incorporated (Board) have been designed to conform to generally accepted accounting principles as applicable to government units, in accordance with the Governmental Accounting Standards Board (GASB).

A. Reporting Entity

The Board, a component unit of the Upshur County Commission, is governed by a seven-member Board. Three of the members are appointed by the Upshur County Fire Association, three are appointed by the citizens of Upshur County and one is appointed by the Upshur County Commission. The Board is a legally separate organization for which the elected officials of the primary government are financially accountable. The Board is a discretely presented component unit of the primary government based upon the criteria stipulated in the Governmental Accounting Standards Board Statement No. 14 (as amended by GASB Statement No. 39 and GASB Statement No. 61).

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Fees and other items not properly included among program revenues are reported instead as general revenues.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collectible within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The *General fund* is the Board's primary operating fund. It accounts for all financial sources of the general government.

When both restricted and unrestricted resources are available for use, it is the Board's policy to use restricted resources first, then unrestricted resources as they are needed.

UPSHUR COUNTY FIRE BOARD, INCORPORATED
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2023

D. Assets, Liabilities, and Net Position / Fund Balance

1. Deposits and Investments

The Board's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of less than three months from the date of acquisition. The Board has no long-term investments.

2. Receivables and Payables

All accounts receivable are shown at the gross amount due and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Accounts payable are shown at the gross amount due.

3. Compensated Absences

It is the Board's policy to require employees to use all earned vacation time by the end of the fiscal year; therefore no liability is reported for vacation leave. No liability is reported for unpaid accumulated sick leave.

4. Long-Term Obligations

In the financial statements, long-term debt and other long-term obligations, if any, are reported as liabilities in the statement of net position.

5. Net Position

Net Position is displayed in three components:

- a. Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by outstanding balances of any bonds, mortgages, notes or other borrowings attributable to the acquisition, construction or improvement of those assets. The Board had no capital assets for the year ending June 30, 2023, thus did not have any net position of this type.
- b. Restricted net position – Consists of net position with constraints placed on the use of either by (1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or (2) law through constitutional provisions or enabling legislature. The Board had no net position of this type for the year ending June 30, 2023.
- c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "invested in capital assets, net of related debt".

The Board has adopted a revenue spending policy that provides guidance for programs with multiple revenue sources. For purposes of net position classification, expenses are to be paid from restricted net position first, and then unrestricted net position.

UPSHUR COUNTY FIRE BOARD, INCORPORATED
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2023

6. Fund Balance

In the government fund financial statements, fund balance is reported in five classifications.

Nonspendable fund balance	Inventories and prepaid amounts represent fund balance amounts that are not in spendable form. The Board did not have any nonspendable fund balance at June 30, 2023.
Restricted	The restricted category is the portion of fund balance that is externally imposed by creditors, grantors, contributors or laws or regulations. It also is imposed by law through constitutional provisions or enabling legislation. The Board did not have any restricted fund balance at June 30, 2023.
Committed	The committed category is the portion of fund balance whose use is constrained by limitations that have been approved by an order (the highest level of formal action) of the Board, and that remain binding unless removed in the same manner. The approval does not automatically lapse at the end of the fiscal year. The Board did not have any committed fund balance at June 30, 2023.
Assigned	The assigned category is the portion of fund balance that has been approved by formal action of the Board/other official authorized to assign amounts for any amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.
Unassigned	The unassigned category is the portion of fund balance that has not been reported in any other classification.

The Board Members are the Board's highest level of decision-making authority. The Board Members take formal action to establish, and modify or rescind, a fund balance commitment or to assign fund balance amounts to a specific purpose. The Board has adopted a revenue spending policy that provides guidance for programs with multiple revenue sources. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance, and lastly unassigned fund balance. The Board has the authority to deviate from this policy if it is in the best interest of the government.

7. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

UPSHUR COUNTY FIRE BOARD, INCORPORATED
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2023

NOTE II – DETAILED NOTES ON ALL FUNDS

A. Deposits

Custodial Credit Risk

For deposits, the Board could be exposed to risk in the event of a bank failure where the Board's deposits may not be returned. The Board does not have a policy for custodial credit risk. At year end, the Board's bank balances were \$31,375, all of which was insured under FDIC.

B. Receivables

Receivables at year end for the Board, including applicable allowances for uncollectible accounts, are as follows:

	<u>General fund</u>
Accounts receivable – fire service fees	\$ 202,430
Sheriff's office receivable	325
Ellamore VFD	12,000
(Less allowance for uncollectible accounts)	(147,972)
Total receivables	<u>\$ 66,783</u>

C. Fund Balance Detail

At year-end, the detail of the Board's fund balances is as follows:

	<u>General fund</u>
Assigned – emergency funding	\$ 30,000
Unassigned	59,147
Total fund balance	<u>\$ 89,147</u>

NOTE III – OTHER INFORMATION

A. Risk Management

The Board is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, and natural disasters for which the government carries insurance with Public Risk Service for umbrella (general liability) insurance for these various risks.

Liabilities are reported when it is probable a loss has occurred and the amount of the loss can be reasonably estimated.

B. Contingent Liabilities

It is the opinion of the Board's management that there are no material pending lawsuits or unasserted claims against the Board.

UPSHUR COUNTY FIRE BOARD, INCORPORATED
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2023

NOTE IV – EMPLOYEE RETIREMENT SYSTEMS AND PLANS

Plan Descriptions, Contribution Information, and Funding Policies

Public Employee Retirement System (PERS)

The Board utilizes contracted employees from the Upshur County Commission. The Commission participates in a state-wide, cost-sharing, multiple employer defined benefit plan on behalf of those employees. The system is administered by agencies of the State of West Virginia and funded by contributions from participants, employers, and State appropriations, as necessary.

The Upshur County Fire Board, Incorporated has a financial relationship with the Upshur County Commission, whereby the County Commission remits the employer portion and employee's share of the retirement benefits for the employees of the Board. The Board reimburses the Commission for the employer's portion.

PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to the Public Employees Retirement System, 4101 MacCorkle Ave S.E., Charleston, WV 25304.

NOTE V – SUBSEQUENT EVENTS

The Board's management has evaluated the effect that subsequent events would have on the Board's financial statements through November 14, 2023, which is the date the financial statements were available to be released.

Accompanying Information

Ferrari & Associates, PLLC

616 Schubert PI | Morgantown, WV 26505

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Members of the Board
Upshur County Fire Board, Incorporated
Buckhannon, West Virginia 26201

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Upshur County Fire Board, Incorporated, (Board) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements and have issued our report thereon dated November 14, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Board's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings that we consider to be a significant deficiency. See finding 2023-001.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Board's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Ferrari & Associates, PLLC

616 Schubert Pl | Morgantown, WV 26505

Board's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Board's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The Board's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ferrari & Associates, PLLC

Morgantown, West Virginia
November 14, 2023

UPSHUR COUNTY FIRE BOARD, INCORPORATED
SCHEDULE OF FINDINGS AND RESPONSES
For the Fiscal Year Ended June 30, 2023

2023-001 Segregation of Duties

Condition – It was noted that the responsibilities for approving, executing, and recording transactions and custody of the resulting asset arising from the transactions were not assigned to different individuals.

Criteria – Proper internal control dictates responsibility for approving, executing, and recording transactions should rest with different individuals. Custody of resulting assets should also be assigned to individuals with no responsibilities in the above areas. To the extent possible with limited personnel, different individuals should open bank statements, prepare checks, sign checks, approve bank reconciliations, prepare the daily cash reports, and make deposits.

Cause – Due to the size of the Board's staff, the Board does not have enough personnel to fully segregate duties.

Effect – Internal control structure elements do not reduce to a relatively low level the risk that errors and irregularities, in amounts that would be material in relation to the financial statements, may occur and not be detected in a timely manner.

Recommendation – Due to the size of the Board and the limited staff, we recommend that Board Members maintain an active oversight role by reviewing financial information on a regular basis.

Board's Response – The Board Members have implemented increased controls and the Board is continuing to monitor financial activity and will make improvements as they are financially feasible in the future.

**UPSHUR COUNTY FIRE BOARD, INCORPORATED
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Fiscal Year Ended June 30, 2023**

Status of Prior Year Audit Findings

<u>Finding Number</u>	<u>Title</u>	<u>Status</u>
2022-001	Segregation of Duties	Not resolved



Upshur County Sheriff's Financial Statement

For Period Ending : October 31, 2023

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,924,598.33	\$ 967,928.93	\$ (977,714.78)	\$ 1,914,812.48
FUND - 002 COAL SEVERANCE TAX	\$ 134,277.45	\$ 21,462.51	\$ -	\$ 155,739.96
FUND - 003 DOG AND KENNEL	\$ 124,219.87	\$ 4,045.90	\$ (13,840.19)	\$ 114,425.58
FUND - 004 GENERAL SCHOOL	\$ 42,160.66	\$ 2,679.62	\$ -	\$ 44,840.28
FUND - 005 MAGISTRATE COURT	\$ 3,693.50	\$ 1,314.75	\$ -	\$ 5,008.25
FUND - 006 WORTHLESS CHECK	\$ 115,198.18	\$ 240.17	\$ -	\$ 115,438.35
FUND - 007 E-911 FUND	\$ 1,490,235.80	\$ 22,178.99	\$ (10,258.19)	\$ 1,502,156.60
FUND - 008 HOME CONFINEMENT	\$ 52,362.35	\$ 16,107.52	\$ (3,020.93)	\$ 65,448.94
FUND - 013 CURRY PARK FUND	\$ 114,448.08	\$ 2,683.65	\$ (386.27)	\$ 116,745.46
FUND - 015 CURRY LIBRARY FUND	\$ 17,844.04	\$ 2,582.26	\$ (1,259.27)	\$ 19,167.03
FUND - 019 UPSHUR CO. FIRE FEE	\$ 49,125.93	\$ 14,155.65	\$ (49,110.93)	\$ 14,170.65
FUND - 021 EE HEALTH CARE REIMB	\$ 33,595.57	\$ 20,131.06	\$ (18,984.90)	\$ 34,741.73
FUND - 039 UP.CO.COAL REALLOCAT	\$ -	\$ -	\$ -	\$ -
FUND - 052 EMPLOYEE BENEFITS FD	\$ 1,291,646.37	\$ 49,621.83	\$ (1,975.00)	\$ 1,339,293.20
FUND - 056 ASSESSOR'S VALUATION	\$ 335,221.88	\$ 5,560.94	\$ (6,595.22)	\$ 334,187.60
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,637,884.02	\$ 447.39	\$ -	\$ 1,638,331.41
FUND - 059 CONCEALED WEAPONS	\$ 26,344.64	\$ 328.77	\$ (200.00)	\$ 26,473.41
FUND - 061 CO CLK ELECTION FUND	\$ 1,146.41	\$ 667.09	\$ -	\$ 1,813.50
FUND - 062 CO CLK REAL PRO FUND	\$ 1,146.41	\$ 667.09	\$ -	\$ 1,813.50
FUND - 063 VOTER'S REGISTRATION	\$ 1,321.47	\$ 0.17	\$ -	\$ 1,321.64
FUND - 071 JURY FUND	\$ 15,080.36	\$ -	\$ -	\$ 15,080.36
FUND - 073 SP.LAW ENF.INVESTIG.	\$ 2,491.73	\$ 0.33	\$ -	\$ 2,492.06
FUND - 078 CHILD EXCHG & VISIT.	\$ 61,187.33	\$ -	\$ -	\$ 61,187.33
FUND - 079 SPAYING & NEUTERING	\$ 40,573.01	\$ 2,941.06	\$ (1,455.00)	\$ 42,059.07
FUND - 080 COMM. CORR. FUND	\$ 2,532,053.36	\$ 389,560.51	\$ (124,029.88)	\$ 2,797,583.99
FUND - 104 ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RESCUE FUND	\$ 2,318,084.55	\$ 304.84	\$ -	\$ 2,318,389.39
FUND - 245 WELLNESS CMPLX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 36,986.00	\$ (36,986.00)	\$ -
FUND - 312 CRIMINAL CHARGES	\$ 45.00	\$ 57.90	\$ (42.90)	\$ 60.00
FUND - 313 COURT REPORTER	\$ -	\$ 25.00	\$ (25.00)	\$ -
FUND - 314 STATE FINES	\$ -	\$ 65.00	\$ (65.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 505.00	\$ (505.00)	\$ 5.00
FUND - 316 STATE CURRENT	\$ -	\$ 2,148.99	\$ (2,148.99)	\$ -
FUND - 317 CRTHSE FAC. IMP FUND	\$ -	\$ -	\$ -	\$ -
FUND - 361 CERTIFIED TO STATE	\$ 337,657.26	\$ 4,822.45	\$ -	\$ 342,479.71
FUND - 364 TAX LIEN FUND	\$ 108,144.33	\$ -	\$ -	\$ 108,144.33
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
FUND - 366 BOARD OF HEALTH	\$ 99,739.16	\$ 61,881.13	\$ (44,669.58)	\$ 116,950.71
FUND - 369 WV DEP.SHF.RETIRE.	\$ 581.00	\$ 518.50	\$ (581.00)	\$ 518.50
FUND - 373 SCHOOL CURRENT	\$ -	\$ 459,757.05	\$ (459,757.05)	\$ -
FUND - 374 SCHOOL EXCESS LEVY	\$ -	\$ 232,959.22	\$ (232,959.22)	\$ -
FUND - 375 SCHOOL BOND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT	\$ -	\$ 16,876.12	\$ (16,876.12)	\$ -
FUND - 379 CITY VOTED LIBRARY	\$ -	\$ 2,025.06	\$ (2,025.06)	\$ -
FINAL TOTALS	\$ 12,916,973.05	\$ 2,344,238.45	\$ (2,005,471.48)	\$ 13,255,740.02

BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:

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DEPOSITS/CREDITS OUTSTANDING:

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TOTAL IN COUNTY DEPOSITORIES AND OFFICE:

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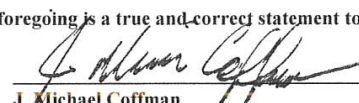
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I, J. Michael Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.


J. Michael Coffman
Sheriff & Treasurer, Upshur County

11/22/2023



Upshur County Sheriff's Financial Statement

For Period Ending: **October 31, 2023**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
CITIZENS BANK OF WEST VIRGINIA					
	GENERAL COUNTY FUND	\$ 1,491,633.34	\$ -	\$ 371,429.14	\$ 1,863,062.48
	COAL SEVERANCE	\$ 105,739.96	\$ -	\$ -	\$ 105,739.96
	E-911	\$ 1,002,206.60	\$ (50.00)	\$ -	\$ 1,002,156.60
	CURRY PARK	\$ 45,745.46	\$ -	\$ -	\$ 45,745.46
	CURRY LIBRARY	\$ 19,317.03	\$ (150.00)	\$ -	\$ 19,167.03
	ASSESSOR'S VALUATION	\$ 329,338.71	\$ -	\$ 4,848.89	\$ 334,187.60
	UP CO FIN STBL FUND	\$ 638,331.41	\$ -	\$ -	\$ 638,331.41
	CONCEALED WEAPON	\$ 26,338.41	\$ -	\$ 135.00	\$ 26,473.41
	GENERAL TAX	\$ 950,636.36	\$ (1,076,680.10)	\$ 126,043.74	\$ -
	BOARD OF HEALTH FUND	\$ 103,324.94	\$ -	\$ 3,625.77	\$ 106,950.71
	E911 CD1	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN. STAB. CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	E911 CD2	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	OASIS CLEARING	\$ -	\$ -	\$ -	\$ -
	UPSHUR COUNTY FIRE FEE	\$ 14,113.37	\$ (65.00)	\$ 122.28	\$ 14,170.65
	EMPLOYEE BENEFITS	\$ 339,293.20	\$ -	\$ -	\$ 339,293.20
	UP CO FIN STAB CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	SP LAW ENF INVESTIGATION	\$ 2,492.06	\$ -	\$ -	\$ 2,492.06
	COMMUNITY CORRECTIONS	\$ 1,297,583.99	\$ -	\$ -	\$ 1,297,583.99
	EMPLOYEE BENEFIT CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD4	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	COMMUNITY CORRECTIONS CD1	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
	PARKS/REC CLEARING	\$ -	\$ -	\$ -	\$ -
	CURRY PARK CD 1	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	COMMUNITY CORRECTIONS CD2	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	ADDRESSING/MAPPING CLEAR	\$ 135.00	\$ (135.00)	\$ -	\$ -
	COAL SEVERANCE CD1	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COMMUNITY CORRECTIONS CD3	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	UP CO FIN STAB CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COMMUNITY CORRECTIONS CD4	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
	TAX CLEARING	\$ 116,231.50	\$ (116,231.50)	\$ -	\$ -
	BOARD OF HEALTH PAYROLL	\$ 8,150.01	\$ (3,150.01)	\$ -	\$ 5,000.00
	GENERAL COUNTY OPERATING	\$ 86,693.54	\$ (36,693.54)	\$ -	\$ 50,000.00
	DOG & KENNEL	\$ 116,703.69	\$ (2,278.11)	\$ -	\$ 114,425.58
	GENERAL COUNTY MISC	\$ 49,870.15	\$ (21.62)	\$ -	\$ 49,848.53
	WORTHLESS CHECK	\$ 115,438.35	\$ -	\$ -	\$ 115,438.35
	HOME CONFINEMENT	\$ 65,448.94	\$ -	\$ -	\$ 65,448.94
	EE HEALTH CARE REIMB	\$ 34,741.73	\$ -	\$ -	\$ 34,741.73
	EMPLOYEE BENEFIT CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COUNTY CLERK ELECTION ADM	\$ 1,813.50	\$ -	\$ -	\$ 1,813.50
	COUNTY CLERK REAL PROP	\$ 1,813.50	\$ -	\$ -	\$ 1,813.50
	VOTER'S REGISTRATION	\$ 1,321.64	\$ -	\$ -	\$ 1,321.64
	JURY	\$ 15,883.77	\$ (803.41)	\$ -	\$ 15,080.36
	CHILD EXCHG & VISITATION	\$ 61,187.33	\$ -	\$ -	\$ 61,187.33
	SPAY & NEUTER	\$ 42,063.07	\$ (250.00)	\$ 246.00	\$ 42,059.07
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND	\$ 2,318,389.39	\$ -	\$ -	\$ 2,318,389.39
	WELLNESS COMPLEX	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE	\$ 34,882.00	\$ (36,986.00)	\$ 2,104.00	\$ -
	STATE CLEARING	\$ 60.00	\$ -	\$ -	\$ 60.00
	STATE POLICE	\$ 505.00	\$ (550.00)	\$ 50.00	\$ 5.00
	CERTIFIED TO THE STATE	\$ 342,479.71	\$ -	\$ -	\$ 342,479.71
	TAX LEIN	\$ 108,846.46	\$ (702.13)	\$ -	\$ 108,144.33
	DELQ & NON-ENTERED LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
	BOARD OF HEALTH OPERATING	\$ 10,160.21	\$ (5,160.21)	\$ -	\$ 5,000.00
	WVDSRF FUND	\$ 337.50	\$ -	\$ 181.00	\$ 518.50
	BANK TOTAL	\$ 14,025,110.83	\$ (1,279,906.63)	\$ 508,785.82	\$ 13,253,990.02
SUMMARY:					
	TOTAL ALL BANKS	\$ 14,025,110.83	\$ (1,279,906.63)	\$ 508,785.82	\$ 13,253,990.02
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 13,255,740.02

MONTHLY MILEAGE LOG

MONTH / YEAR:

Oct. 2023

[illegible]



UPSHUR COUNTY COMMISSION
MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: October 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,521	103,523	2	
					0	
					0	
					0	
					0	
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					0	
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					0	
					0	
					0	
Total Miles					2	



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Oct-23

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	13562	14384	822	77.4
GRAND TOTALS					822	77.4



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Oct. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2020 F-250	1FT7XZB83LEE	21,900	23,428	528	0 24.761
Eric Poling		84I72				0 22.06
Chuck Suder						0
Hayden Smith						0
						0
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						0
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						0
GRAND TOTALS					528	0 46.82 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: MAINTENANCE

MONTH / YEAR: Oct. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 F-250	1FDBF2B69KEC8	16800	17107	307	0 21.8
Eric Poling		1902				0
Chuck Sader						0
Hayden Smith						0
						0
						0
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						0
						0
						0
						0
GRAND TOTALS					307	0 21.8 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Oct. 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV54188551	100500	100869	360	0 16.69
Eric Poling		4917				0 19.21
Chuck Suder						0
Hayden Smith						0
						0
						0
						0
						0
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						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					360	0 34.90 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Parks and Rec

MONTH / YEAR: October 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Jeremiah McCourt						
1-Oct	2010 Expedition		133997			
11-Oct						16
31-Oct				134198		
			GRAND TOTALS		201	16

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: October 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	15650	15796	146	
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					0	
GRAND TOTALS					146	0

Jabatha ✓

**UPSHUR COUNTY YOUTH CAMP BOARD
AGENDA
October 19, 2023**

Call to order

Secretary's report for August 17, 2023

No Quorum for September meeting

Financial Statement for August, 2023

Financial Statement for September, 2023

New Business:

- 1 Alex Ross (Timber)
- 2 New storage building has been delivered
- 3 Other new business

Old Business:

- 1 Weyerhaeuser grant has been submitted ✓
- 2 Meeting with Kristie and Dale Bennett regarding deed to fire department
- 3 Waiting for insurance claim for repair to storm damage to nurses' cabin
- 4 Other old business

Greg Comments:

Greg is ill this evening

Adjournment: Next meeting will be held Thursday, November 16, 2023 at 6:30 pm. Location to be discussed

Adrian Public Service District
October 6, 2023
 Monthly Board Meeting

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

All motions were unanimous unless otherwise noted.

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

Minutes of the September 7, 2023 board meeting were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried. **Minutes of the September 20, 2023 project meeting** were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried.

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

Old Business

- None

New Business

- None

Items for Discussion/Action/Approval

- Norma advised the board of **drive-thru and shop parking lot paving completion**.
- Kelly made a motion to **reappoint Paul A. Spencer, Board Member for renewal of a six year term to begin November 1, 2023 and continue until October 31, 2029**. Carolyn seconded the motion. Motion carried. Norma submitted request for approval at October 19th Upshur County Commission meeting.
- Norma provided **Rules of Procedure (October 2000)** to board members for review.
- Norma advised the board members of **installation of internet/Wifi in the maintenance shop** for new telemetry through Optimum, the current provider.
- Norma requested bids for **WV State Auditor Contract renewal 2023-2025**. Only one bid was received and accepted for contract from **Tetrick & Bartlett**. Paul made motion to approve, and Kelly seconded the motion. Motion carried. Norma sent completed contracts, bids to WV State Auditor's Office, where it was accepted.

Maintenance Report

- Alton Bridge six inch line relocated.
- Installed three new services (road bores).
- Installed one new service (side tap).
- Installing 40ft antenna base for Phase VIII telemetry tower upgrade.
- Ed Tenney meter routes 100 percent Radio Read drive by transmission.
- Purchased pipe cutting chainsaw.
- Purchased cut off saw.
- Met with Mid-Atlantic over Helvetia Tank Site.
- Discussion with Trey Hornor, P.E., President, Hornor Brothers Engineers concerning Hoovertown Station 4X6 1.06% friction loss in transition.

Office Report

- Bennett & Dobbins yearly audit scheduled for October 12, 2023.


Adjournment


The meeting adjourned at 4:00 pm.


The next **board meeting** will be **November 2, 2023 at 3:00 pm**.

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

Board of Directors


 Paul Spencer, Chairman


 Carolyn Douglas, Vice Chairman


 Kelly Arnold, Sec., Treas.

Upshur County Solid Waste Authority
Board Meeting Minutes—October 9, 2023

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA Building (located at 380 Mudlick Rd. Suite 102 Buckhannon, WV 26201) at 4:31 p.m. on October 9, 2023.

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

The minutes of the September 11th meeting had previously been sent to the members and were part of the agenda packet. A motion to accept the minutes was made by Jackie. Seconded by Paula. Motion carried.

The Financial Report for September was presented by the director in the absence of the treasurer. Register Reports for the four bank accounts with First Community Bank covering September 2023 were presented. The ending balances for the accounts are as follows:

	<u>August</u>	<u>September</u>
• REAP	\$100.00	\$100.00
• SWMB	\$100.00	\$9,915.41
• Money Market	\$19,657.36	\$19,669.48
• Operating	\$54,015.87	\$45,295.05

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

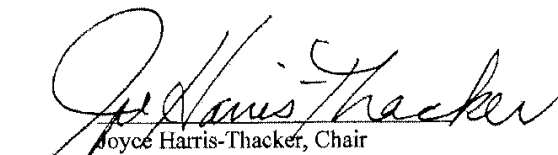
The Director reported on her contact the appointed auditor and the State Auditor's Office, working the Paper Shred Event and her work on updating the Siting Plan.

Mary made the motion to approve the signing of the auditor contract by Chair Joyce Harris-Thacker. Seconded by Paula. Motion carried. The contract will now go to the State Auditor's Office for approval.

With no further business, the meeting was adjourned at 4:54 p.m.

Respectfully Submitted, (October 9, 2023)


 Belinda Lewis, Director


 Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office)

Upshur County Solid Waste Authority
DIRECTOR'S REPORT – Belinda Lewis
Period from September 12th through October 9th, 2023

Activities Included:

- Prepared and distributed by email the minutes of the September meeting.
- Checked email and post office box several times a week.
- Recorded deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book.
- After September meeting, made copies of checks and mailed them and scanned a copy of the minutes to the county.
- Reconciled bank statements for September.
- Prepared checks to be signed by at the October meeting.
- Prepared agenda and packets for October meeting and emailed a copy of the agenda to the board and the media.
- Cleaned office.
- Fielded many recycling calls on my cellphone.
- Sent updates to the board.
- Getting additional information needed by the SWMB.
- Worked at the Free Paper Shred Event on Saturday, September 23rd from 8:00 am to 12:30 pm.
- Advertised the hearing concerning the Site Plan update.
- Talked to State Auditor's Office and Ferrari & Associates about the audit and created the contract.

**Upshur County Fire Board Meeting
October 17, 2023**

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

Members Absent: Joseph Gower and Rick Harlow,

Others Present: Tyvonne Gibson, Bruce Tomblyn, John Roby, Kenneth Burnside, Guests; and Toni Newman-Fire Fee Clerk

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

The meeting minutes from September 19, 2023, were approved on motion by Donna Matthews and second by Steven Linger.

The Fire Fee Clerk reported the 2023 fees are at 78 percent collected.

The checking account balance as of 9/30/2023 was \$181,961.44. The disbursement from the Chief Tax Deputy was \$49,025.93 for the month of September.

The following invoices were reviewed and approved upon motion by Steven Linger and second by Sidney Huffman: Software Systems---monthly maintenance---Invoice # 37852---\$237.00; and Upshur County Commission---reimbursement---postage---July-September---\$219.48.

Tyvonne Gibson reported the signatures are still being collected and turned into the County Clerk. It is going well but there is still a need to get the information out there.

The Fire Fee Clerk advised she had contacted Chief Phil Hart and he had advised he did not know of any Fire Fee Funds being used to pay for manpower. Kristie Tenney advised 24 counties had been contacted with the same question and 15 had responded with the same answer. After discussion, and on motion by Steven Linger and second by Donna Matthews, it was decided that the Board still needs a legal opinion as to whether Fire Fee funds can be used to pay for manpower, prior to a decision and the Board will prepare its own checklist of approved expenditures for fire fee funds.

The Board reviewed the financial statement of the Warren District VFD. All Departments were approved to receive the first disbursement of \$25,000.00, on motion by Steven Linger and second by Jesse Davidson, with the exception of the Ellamore VFD, which has been contacted for further clarification of the financial statement submitted. Checks were disbursed to the VFDs present at the meeting. Warren and Washington Districts will be advised to pick up checks in the County Commission Office.

There was 1 corrective ticket approved on motion by Sidney Huffman and second by Jesse Davidson, and the Board approved 9 exoneration tickets this month.

There being no further business, the meeting adjourned. The next meeting will be November 14, 2023, at the Adrian VFD.


Joseph Gower, Chairman, Upshur County Fire Board


Donna Matthews
Board Member

UPSHUR COUNTY YOUTH CAMP BOARD

October 19, 2023

The Upshur County Youth Camp Board met in regular session on Thursday, October 19, 2023 in the WVU Extension Office. President Craig Presar, called the meeting to order at 6:30 pm. In addition to Craig, board members present were BeBe Burnside, Gini Croaff, Debbie Hull and Thanna Wentz. Camp manager, Greg Woody was unable to attend.

The August 17 secretary's report was approved by a motion made by Debbie and seconded by Gini.

There was no meeting held in September due to no quorum.

The August financial report was approved through a motion made by Debbie and seconded by BeBe.

Likewise the September financial report was approved through a motion made by Debbie and seconded by BeBe.

Debbie asked what the \$3,000 check to Mr. Haddix was for. It was for the purchase of a 4-wheel buggy to travel around the camp. Debbie also corrected the source of the \$625.00 deposit – it is "Fuel Tax Refund" not Federal Tax.

New Business:

1. Alec Ross has expressed an interest in selling timber on his property (which adjoins the camp) when we decide to attempt to sell again. We will contact Chris Cartwright to see if he thinks this might be a good time to try again.
2. The new storage building has been delivered, but there is a lot of work to be done before we can turn the old building over to the fire department.
3. Craig has spoken to someone from Region 7 who is willing to work with us in writing a grant to help. The two major needs (pool and assembly hall) are on the top of the list. But he advised we could only do one. So we decided the assembly hall was most important. The first thing we need to do is find someone who is willing to draw up a plan of what we want/need. Several names were brought up as possibilities who might be willing to work with us. We are definitely going to get started on this project.

Old Business:

1. We have not heard anything regarding our Weyerhaeuser grant submission.

2. The entire Board met with Kristie Tenney and Dale Bennett to clarify the boundaries in our deed of the property the County is giving to the Selbyville fire department. Dale assured us that the department could not "land lock" us in any way to keep guests from entering the camp property. This deed will be transferred to the department on Thursday, October 5, 2023.
3. We are waiting to hear from the insurance company regarding the tree limb which fell on the nurse's cabin damaging the porch roof. Greg is also waiting to hear so he can hire someone to remove the tree.
4. BeBe has volunteered to write a letter which will be sent to groups who might be interested in using the camp for reunions, weddings, week-end camps or summer church or other youth camps.

There being no further business, the meeting was adjourned at 8:00 pm through a motion made by Gini and seconded by BeBe. The next meeting will be held in the WVU Extension office on Thursday November 16, 2023 at 6:30 pm

Respectfully submitted,

Shanna Wentz

Adrian Public Service District

October 24, 2023

Phase VIII Project Meeting

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

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

All motions were unanimous unless otherwise noted.

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

Items for Discussion/Action/Approval

- Trey Hornor, Hornor Brothers Engineering reviewed progress and status of construction (**85.0% complete** as of September 30, 2023). Indian Camp complete, Get Out Rd complete, Frenchton Rd complete, Freemans Rd complete, Little Trace Run Rd complete, Holly Grove Rd complete, Alexander Rd complete, Route 20 complete, Eden Rd/Gaines complete, Metzner Hollow Rd complete, Karlen Rd complete, Helvetia to Pickens complete, Metzner Hollow pump station installed, Helvetia pump station installed, Pickens Tank and Helvetia Tank installed. Upgrading booster pump stations at Hinkleville, Hoovertown and Carter.
- Norma requested approval of **Resolution No. 11 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 Kelly seconded the motion. Motion carried.
- Hornor Brothers Engineers provided update on start-up of Booster Stations and Eden Road start-up, along with addressing complaints/concerns of customers.

Adjournment

The meeting adjourned at 4:00 pm.

Next regular board meeting will be **November 2, 2023** at 3:00 pm.

Next project meeting will be **November 15, 2023** at 3:00 pm.

Board of Directors

Paul Spencer
Paul Spencer, Chairman

Carolyn Douglas
Carolyn Douglas, Vice Chairman

Kelly Arnold
Kelly Arnold, Sec., Treas.