

## Upshur County Commission Meeting Agenda

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

Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: October 27, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• October 20, 2022

9:30 a.m. Discuss the Estate of Howard J. Queen, deceased and the process of closing the estate, per the request of Howard James Queen, Jr. Personal Representative of the estate.

[Under Separate Cover](#)

10:30 a.m. Review Case Number 031022-01 (Meade Tax District – Tax Map 1 – Parcel Numbers 50,52,53,54,55,56,57) owned by the Estate of John Harmon George.

*Item may lead to Executive Session per WV Code §6-9A-4*

11:00 a.m. Adjourn or Extend Assessment Appeals as per WV State Code §11-3-24b

(i) *The board of assessment appeals shall meet as often as necessary until the work of the board is completed: Provided, That the board shall adjourn sine die not later than October 31 of the tax year unless the board, by majority vote, agrees to extend the term if necessary to afford the parties due process and to complete its work, after which it shall adjourn sine die.*

1:00 p.m. Supervisor Meeting

2:00 p.m. Policy Board Meeting

### **Items for Discussion / Action / Approval:**

1. Discuss Valusia Ventures, LLC Case Number 041422-01 (Meade Tax District – Tax Map 1 – Parcel Number 130). The Order Setting Forth Findings of Fact and Conclusions of Law entered on September 15, 2022, provided the property owner with thirty (30) calendar days to take corrective action with respect to the subject property. After discussion, consider authorizing Commission President Kristie Tenney to enter a judgment against the property which will continue to accrue daily until the property is brought into compliance. \*

[Pages 5-11](#)

2. Approval to sign the 2022 EEOP Utilization Report. \*

[Pages 12-18](#)

3. Review and approval of the James W. Curry Library and Park FY23 budget. Consideration of a request from the James W. Curry Advisory Board for the James W. Curry Trust, held by Fulton Financial Advisors, to be amended in order to facilitate future operations. Upon approval, remit correspondence to Peter Reitmeyer requesting for the James W. Curry Trust to be reviewed and submitted to the Committee for analyzation. \*

[Pages 19-21](#)

4. Consider appointment to the James W. Curry Library Advisory Board. The term is effective January 1, 2023 through December 31, 2027. The following individuals have submitted a letter of interest for this vacant position. \* Pages 22-23
  - a) William Parker
  - b) Carrie Wallace
5. Approval of Lewis-Upshur Animal Control Facility Volunteer Tiffany Stark. \* [Under separate cover](#)
6. Correspondence from Bethany Kirchberg, Program Coordinator, Tri-County Child Exchange & Visitation Center, requesting the employment of Brenlyn Swecker as Program Monitor, effective October 30, 2022, working no more than 19 hours per week pending background check results. Ms. Swecker was previously approved for hire on August 11, 2022 by the Tri-County Child Exchange & Visitation Program Board of Directors \*  
*Item may lead to Executive Session per WV Code §6-9A-4* [Under separate cover](#)
7. Correspondence from Bryan S. Hinkle, Prosecuting Attorney, requesting the employment of Melinda Bennett as full-time legal assistant, effective October 30, 2022. \*  
*Item may lead to Executive Session per WV Code §6-9A-4* [Under separate cover](#)
8. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

**For Your Information:**

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

1. Discuss the property in which the Upshur County Commission received as a charitable contribution from Donor for exclusively public purposes, subject to the terms and conditions of the Property Donation Agreement the Commission previously authorized Commission President Kristie G. Tenney to execute.
2. Upshur County Sheriff's Financial Statement for period ending September 2022 Pages 24-25
3. Upshur County Fire Board, Inc. Financial Report for July through September 2022 Pages 26-37
4. Public Notices:
  - a) Newsletters and/or Event Notifications:
  - b) Agendas and/or Notice of Meetings:
 

• Upshur County Farmland Protection Board	October 28, 2022	Page 38
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Meeting Minutes:

• Upshur County Youth Camp Board	August 18, 2022	Pages 39-40
• James W. Curry Advisory Board	August 19, 2022	Pages 41-43
• Upshur County Solid Waste Authority	September 12, 2022	Pages 44-45
• Upshur County Fire Board, Inc	September 20, 2022	Page 46

## c) Meetings: \*CHANGES ARE NOTED IN BOLD TYPE

Adrian PSD	Thu	10/6/2022	3:00 PM
Banks District Volunteer Fire Department	Thu	10/6/2022	7:00 PM
City Council of Buckhannon	Thu	10/6/2022	7:00 PM
Selbyville VFD	Thu	10/6/2022	7:00 PM
Washington District VFD	Sun	10/9/2022	6:00 PM
Upshur County Family Resource Network	Mon	10/10/2022	12:00 PM
Buckhannon-Upshur Airport Authority	Mon	10/10/2022	4:00 PM
Upshur County Solid Waste Authority	Mon	10/10/2022	4:30 PM
Buckhannon-Upshur Recreational Park Advisory Board	Mon	10/10/2022	5:30 PM
Upshur County Senior Center Board	Tue	10/11/2022	12:00 PM
Hodgesville PSD	Tue	10/11/2022	4:00 PM
Elkins Road PSD	Tue	10/11/2022	5:00 PM
Warren District VFD	Tue	10/11/2022	7:00 PM
Adrian VFD	Tue	10/11/2022	7:30 PM
Buckhannon-Upshur Chamber of Commerce	Wed	10/12/2022	12:00 PM
Upshur County Convention and Visitors Bureau	Wed	10/12/2022	3:00 PM
Tennerton PSD	Wed	10/12/2022	3:00 PM
Buckhannon River Watershed Association	Wed	10/12/2022	6:00 PM
Ellamore VFD	Wed	10/12/2022	7:00 PM
Upshur County Development Authority-Full Board	Thu	10/13/2022	7:00 AM
Upshur County Safe Sites & Structures Enforcement Board	Thu	10/13/2022	3:00 PM
Buckhannon VFD	Thu	10/13/2022	7:30 PM
Upshur County Fire Board, Inc. @Adrian VFD	Tue	10/18/2022	6:30 PM
Upshur County Public Library Board	Wed	10/19/2022	4:00 PM
<b>Upshur County Farmland Protection Board</b>	<b>Fri</b>	<b>10/28/2022</b>	<b>8:00 AM</b>
Upshur County Youth Camp Board	Thu	10/20/2022	6:30 PM
Wes-Mon-Ty Resource Conservation & Development Council	Fri	10/21/2022	10:00 AM
UC Enhanced Emergency Telephone Advisory Board	Tue	10/25/2022	3:00 PM
Upshur County Fire Fighters Association	Wed	10/26/2022	7:00 PM
<b>Lewis-Upshur Community Corrections Board-Upshur County Location</b>	<b>Mon</b>	<b>11/14/2022</b>	<b>6:00 PM</b>

For Your Information:

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

## 1. Appointments Needed or Upcoming:

- James W. Curry Library Advisory Board (1/1/2023 – 12/31/2027)

\*\*\*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 [trperry@upshurcounty.org](mailto:trperry@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\*

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

#### **Tabled Items**

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

1. Approval and signature of Service Contract with Cleveland Brothers to perform semi-annual service and annual maintenance service for the engine, generator and GENSET located at the E-911 Communications Center. The total cost for the 2023 agreement is \$2,790; the total cost for the 2024 agreement is \$2874; and the total cost for the 2025 agreement is \$2,958. The agreement includes all parts, travel time, mileage, and labor for two inspections each year. The Upshur County Commission has the right to terminate this agreement for any reason at any time. \* (tabled 10/13/22) [Pages 47-50](#)

**Next Regular Meeting of the Upshur County Commission**  
**November 3, 2022 --- 9:00 a.m.**  
**Upshur County Courthouse Annex**

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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

**JUDGMENT**

**Case Number: 041422-01 (Valusia Ventures, LLC)**  
**Property in Meade Tax District – Tax Map 1 – Parcel Number 130**  
**Deed Book 584 Page 552**

**Accrual of Fine (\$50 per day) Per the Order Setting Forth Findings of Fact and Conclusions of Law entered on September 15, 2022 by the Upshur County Commission**

**Valusia Ventures, LLC (Owner)**  
**PO Box 100**  
**Princeton, WV 24740**

**\$50 per day fine begins 10/16/2022**

1. Fines incurred from 10/16/2022-10/27/2022 (12 days) = \$600.00

Fines will continue to incur at \$50 per day until the property is deemed to be in compliance by the Upshur County Commission

**Total judgment against property located in - Meade Tax District – Tax Map 1 – Parcel Number 130 is \$50 per day, accruing daily, until the property owner contacts the office of the Upshur County Commission, the property is investigated and the Upshur County Commission determines that the property has been brought into compliance with the Upshur County Safe Sites and Structures Ordinance.**

Kristie G. Tenney  
President, Upshur County Commission  
October 27, 2022

State of WV  
County of Upshur

The foregoing Judgment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Kristie G. Tenney.

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

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

IN THE COUNTY COMMISSION OF  
UPSHUR COUNTY, WEST VIRGINIA

**ORDER SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**Case Number: 041422-01 (Valusia Ventures, LLC)**

**Property in Meade Tax District – Tax Map 1 – Parcel Number 130**

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

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

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

3. Pursuant to the Safe Structures Ordinance, the following property owner or person(s) responsible for the property listed below was served with the Enforcement Agency’s petition on August 22, 2022;

Valusia Ventures, LLC  
P.O. Box 100  
Princeton, WV 24740

4. Pursuant to Section 4.2 of the Safe Structures Ordinance, property owner(s) or person(s) responsible for the subject property were required to respond to the Enforcement Agency’s petition within twenty (20) days of service to request a hearing before the Upshur County Commission. Therefore, the property owner(s) or person(s) responsible for the property would have had to have submitted a request for hearing on or before September 11, 2022 in order for such a request to have been timely made; and

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

6. A review of the property at the County Commission Meeting was conducted on September 15, 2022; at which time updated photographs were reviewed of the property.

7. After reviewing photographs, the Upshur County Commission, hereby found the property still has an overgrowth of vegetation covering a structure which may be deemed unsanitary

and detrimental to the public safety and welfare. The below are referenced violation(s) with the property at issue:

- (a) Has other conditions prevailing therein whether used for human habitation or not, and whether the result of natural or manmade force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

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

1. Demolish and remove, or fully enclose any dwellings or other buildings which would cause said structures to be unsafe, dangerous or detrimental to the public safety or welfare.
2. Eliminate overgrown vegetation.
3. The Commission moved to provide the property owners 30 calendar days to correct the above issue. The deadline imposed by the Commission is October 15, 2022.
4. If the above issue is not resolved, commencing October 16, 2022, a daily civil penalty in the amount of fifty dollars (\$50) will be imposed upon the property owner and will continue and not terminate until compliance has been met.
5. The property owners are further advised to contact the Office of the County Commission at (304) 472-0535 once the property has been brought into compliance to arrange for an inspection. A future hearing date has not been scheduled.
6. The Commission further requests for Compliance Officer Gregory B. Harris to visit the property on or after October 15, 2022, if not contacted beforehand, and provide photographs and a report to the Commission regarding the conditions of the property.
7. Photographs of the property taken on September 14, 2022 will be entered as "Exhibits".

It is further **ORDERED** that the Clerk of the Upshur County Commission shall mail an attested copy of this order to the below referenced property owner.

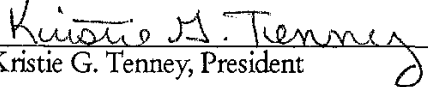
Valusia Ventures, LLC  
PO Box 100  
Princeton, WV 24740

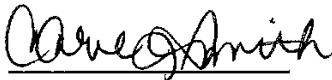
**NOTE:** Failure to abide by this Order may subject the property owner to imposition penalties in accordance with the Upshur County Commission Safe Structures Ordinance.

The motion in favor of the foregoing Order was made by Commissioner Samuel R. Nolte, seconded by Commissioner Kristie G. Tenney and unanimously adopted.

WHEREUPON, Kristie G. Tenney, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this 15<sup>th</sup> day of September, 2022.

  
Samuel R. Nolte, Commissioner

  
Kristie G. Tenney, President

ATTEST:   
Carol J. Smith, County Clerk





Valusia Ventures Property 10-18-22











# EEO Utilization Report

## Organization Information

Name: Upshur County Commission

City: Buckhannon

State: WV

Zip: 26201

Type: County/Municipal Government (not law enforcement)

## **Step 1: Introductory Information**

### **Policy Statement:**

#### **Policy Statement:**

Upshur County is an Equal Opportunity Employer. It is, and has been, the expressed policy of Upshur County to comply with the letter and spirit of all laws. The policy on this subject stresses the importance on having the entire organization understand that, in its recruitment and all conditions of employment, the County seeks the best qualified applicants and workers in all categories of employment without regard to actual or perceived race, religion, color, national origin, sex, age or handicap. The policy relates not only to the selection and hiring of personnel, but also to the promotion, training, compensation, conditions and privileges of employment and promotion of all employees who will be treated equally on the basis of merit, efficiency and fitness. Employment with Upshur County is open to all qualified applicants.

### Step 4b: Narrative of Interpretation

The Upshur County Commission reviewed the Utilization Analysis Chart and identified the following underrepresentation of employees:

1. White males were underrepresented in the following job categories: Professionals (- 35%), Administrative Support (- 84%).
2. Hispanic or Latino males were slightly underrepresented in the Protective Services (-1%) and Administrative Support (- 2%) categories.
3. American Indian or Alaska Native males were slightly underrepresented in Administrative Support (-1%) category.
4. Asian males were slightly underrepresented in the Professionals (-1 %) category.
5. Males of two or more races were underrepresented in the following job categories: Officials/Administrators (-3%), Professionals (-1%), Technicians (7%), Protective Services: Non-Sworn (-2%), Administrative Support (-1%).
6. White females were significantly underrepresented in the following job categories: Officials/Administrators (-3%), Technicians (-67%), Protective Services: Non-Sworn (-58%).
7. Hispanic or Latino females were slightly underrepresented in the Protective Services: Non-Sworn (-1%).
8. Females of two or more races were slightly underrepresented in the Professional Category (-1 %).

These statistics are determined from a voluntary demographic survey which was completed by only 25.7% of the workforce; therefore, these statistics may not accurately reflect the County's demographics.

Some of the statistics may also be unreliable due to the limited positions that are available in certain job categories, such as Officials/Administrators when elected officials are excluded. Contractors for janitorial, pest control, lawn maintenance, construction, and architectural services are excluded from these statistics.

The Upshur County Commission is committed to ensuring the workforce reflects our community. The Upshur County Commission is an equal opportunity employer.

### Step 5: Objectives and Steps

**1. Our objective is to utilize broader recruitment techniques to encourage both men and women of all races to apply for vacancies with our organization in all categories of employment.**

- a. The Administration office will expand the location of job postings in an effort to attract a more diverse group of applicants. Currently jobs are posted on the County's website, in the local newspaper and on the Commission's agenda that is emailed to over 200 recipients. We will begin to request that the local libraries, college campus and city hall also post our job advertisements on their public bulletin boards. Our website continues to highlight job postings on the home page. Furthermore, over the past two years we have made a more conscientious effort to provide more of a social media presence and "boosted" posts on social media outlets, such as Facebook, as budgets allowed. We are also now utilizing "My Buckhannon", which is an online community news and ecommerce hub, that dispenses job postings on our behalf.

**2. 1. Our objective is to offer equal employment opportunities to all prospective applicants.**

- a. The County will continue to interview the most qualified applicants.
- b. Actual or perceived race, religion, color, national origin, sex, age or handicap will never be considered in any employment decision.
- c. Employees will be treated equally on the basis of merit, efficiency and fitness (civil service-sworn officers) when considering hiring, promotion, training, compensation, conditions and privileges of employment and promotion.
- d. The County will continue to hold anti-discrimination training for Supervisors and Employees.
- e. The County will continue to review barriers of adverse impact (e.g., review the records of exit interviews of former employees; examine applicant flow data for recent vacancies; review job posting and advertising practices; determine

whether there are in-house career paths; evaluate hiring, retention and attrition rates for particular positions, offices, or regions).

### **Step 6: Internal Dissemination**

The County Payroll Clerk will disseminate a notice with payroll checks that informs employees that the EEOP Utilization Report is complete and available for review in the County Commission Office, on the County's website or by requesting a copy from the County Administrator or Assistant County Administrator.

This notice will also be posted on the multiple bulletin boards designated for employee notices.

The EEOP Utilization Report will be on hand for review by Supervisors and Elected Officials during our quarterly Policy Board Meeting scheduled for October 2022.

The County will post a copy of the EEOP Utilization Report under the "Employee" Tab on the County's website.

A copy of the EEOP Utilization Report will be provided to anyone upon request.

### **Step 7: External Dissemination**

Notice of the availability of the EEOP Utilization Report will be placed on the bulletin board located outside the Courthouse. This bulletin board is utilized for public notices and is maintained by the Administrative Office.

The County will post a copy of the EEOP Utilization Report on the County's public website.

The EEOP Utilization Report is on the Commission's agenda for approval on 10/27/2022. The agenda is emailed to over 200 individuals.

The Administrative office will provide a copy of the EEOP Utilization Report to the public library for public use and review.

A copy of the EEOP Utilization Report will be provided to anyone upon request.

**Utilization Analysis Chart**  
**Relevant Labor Market: Upshur County, West Virginia**

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	2/67%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/33%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	470/60%	0/0%	0/0%	0/0%	0/0%	0/0%	25/3%	0/0%	285/37%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	6%	0%	0%	0%	0%	0%	-3%	0%	-3%	0%	0%	0%	0%	0%	0%	0%
Professionals																
Workforce #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	3/100%	0/0%	-0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	510/35%	0/0%	0/0%	0/0%	15/1%	0/0%	15/1%	0/0%	885/61%	4/0%	0/0%	0/0%	0/0%	0/0%	15/1%	0/0%
Utilization #/%	-35%	0%	0%	0%	-1%	0%	-1%	0%	39%	-0%	0%	0%	0%	0%	-1%	0%
Technicians																
Workforce #/%	2/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	60/26%	0/0%	0/0%	0/0%	0/0%	0/0%	15/7%	0/0%	155/67%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	74%	0%	0%	0%	0%	0%	-7%	0%	-67%	0%	0%	0%	0%	0%	0%	0%
Protective Services:																
Sworn-Officials																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	30/60%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	20/40%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Protective Services:																
Sworn-Patrol Officers																
Workforce #/%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
Utilization #/%																
Protective Services: Non-sworn																
Workforce #/%	5/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	755/37%	30/1%	0/0%	0/0%	0/0%	0/0%	35/2%	0/0%	1,175/58%	24/1%	0/0%	0/0%	10/0%	0/0%	0/0%	0/0%
Utilization #/%	63%	-1%	0%	0%	0%	0%	-2%	0%	-58%	-1%	0%	0%	-0%	0%	0%	0%



Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Administrative Support</b>																
Workforce #/%	1/10%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	9/90%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,095/94%	20/2%	0/0%	15/1%	0/0%	0/0%	15/1%	0/0%	25/2%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	-84%	-2%	0%	-1%	0%	0%	-1%	0%	88%	0%	0%	0%	0%	0%	0%	0%
<b>Skilled Craft</b>																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	2,050/59%	0/0%	15/0%	0/0%	0/0%	0/0%	35/1%	0/0%	1,390/40%	4/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.


I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[title]

\_\_\_\_\_  
[date]

Subscriptions		\$521.00	
Record Delta	\$121.00		
Website renewal/domain name	\$400.00		
634101 Books, videos, audiobooks	\$4,850.00	\$6,650.00	
Technology upgrades/replacements	\$1,600.00		
Library Travel/Training	\$200.00	\$200.00	
RATING EXPENSES TOTAL w/o Contingencies - LIBRARY		\$78,709.82	
Contingencies 10%		\$7,870.98	
OPERATING EXPENSES TOTAL - LIBRARY		\$86,580.80	
OPERATING EXPENSES - PARK			
03-01 Wages		\$28,148.25	
21300 Electric Campground/Large Pavilion	\$1,000.00	\$1,000.00	
21301 Park Electric Carnival Drop	\$65.00	\$65.00	
21302 Park Electric Small Pavilion	\$400.00	\$400.00	
21303 Park Electric Curry House	\$65.00	\$65.00	
21304 Park Garbage Pick-up	\$1,650.00	\$1,650.00	
21500 Park Curry House Maintenance		\$0.00	
21501 Park Pavilion Maintenance & Supply		\$700.00	
Roof Repairs (Pavilion, Outhouses)	\$250.00		
Replace grills	\$300.00		
Paint/Stain	\$150.00		
21502 Park Campground Maintenance & Supply		\$1,100.00	
Cleaning supplies	\$300.00		
Tools and Materials	\$300.00		
Special projects (Library)	\$500.00		
21600 Park Machinery Repair		\$3,150.00	
Service: Oil, filters	\$200.00		
Parts: Blades, belts, pulleys	\$250.00		
Repairs: Decks, rollers, tires, computer, tools	\$2,700.00		
22300 Park Professional Services		\$1,460.00	
Ware Septic Service	\$700.00		
Dr. Pepper	\$760.00		
23000 Park Contracted Services		\$2,730.00	
Adrian PSD	\$842.00		
Mountain State Pest Guard	\$1,008.00		
JT Martin Fire	\$180.00		
Chester Runyon (Bush hogging)	\$700.00		
64600 Park Gasoline		\$1,250.00	
RATING EXPENSES TOTAL -EXCLUDING CONTINGENCIES		\$41,718.25	
Contingencies 10%		\$4,171.83	
OPERATING EXPENSES TOTAL -PARK		\$45,890.08	
GRAND TOTAL LIBRARY AND PARK			
		\$132,470.88	
DIFFERENCE		-\$28,734.25	-\$68,225.81

  
 Director's Signature

10/21/2022  
 Date

## July 1, 2022 - June 30, 2023 James W. Curry Public Library Budget

## OPERATING INCOME

650000 Interest on Investment

660000 Contributions

660100 Miscellaneous Revenue

660200 Royalties

	Library	Park	
Carryover	\$10,624.10	\$26,872.53	
Trust Disbursements	\$30,000.00	\$30,000.00	
Timber Sale/Interest	\$0.00	\$0.00	
O&G Royalties	\$100.00	\$0.00	
Interest on Investments	\$5.00	\$5.00	
Campsite Rentals	\$0.00	\$2,000.00	
Contributions	30	\$0.00	
Miscellaneous (copies/fax)	\$300.00	\$800.00	
Fundraisers	\$3,000.00	\$0.00	
Grants	\$0.00	\$0.00	
Total	\$44,059.10	\$59,677.53	
		\$103,736.63	\$68,225.81

## REVENUE TOTALS

## OPERATING EXPENSES - LIBRARY

03-01 Wages		\$44,863.82
621100 Telephone		\$2,195.00
621300 Utilities		\$2,805.00
Adrian PSD	\$443.00	
Mon Power	\$2,123.00	
621500 Maintenance and repair		\$1,000.00
623000 Contract services		\$13,350.00
Valley Business	\$1,400.00	
Frontier Ethernet Internet Access	\$5,579.00	
WVNet	\$480.00	
Upshur County Public Library	\$5,000.00	
Atrium/Book Systems	\$495.00	
World Vision Storehouse	\$100.00	
634100 Library supplies		\$7,125.00
Postage	\$200.00	
Programming	\$1,750.00	
Skateland/Summer Reading Party	\$175.00	
Community Events (SFVD, Comm. Bldg.)	\$1,000.00	
Children's Programming	\$2,500.00	
Family Storytime		
Summer Reading		
Hayride		
Community Trick or Treat		
Christmas		
Glow Stick Party		
Outreach	\$0.00	
Adult Programming	\$0.00	
Makerspaces/STEAM/Tech	\$0.00	
Promotional materials/marketing	\$0.00	
General (cleaning, book covering, etc.)	\$1,000.00	
Office supply	\$500.00	

Board Member's Signature	Date
_____	_____
Board Member's Signature	Date
_____	_____
Board Member's Signature	Date
	10/21/2022
Board Member's Signature	Date
	10/21/2022
Board Member's Signature	Date
	10/21/2022
Board Member's Signature	Date
	10/21/2022
Board Member's Signature	Date
_____	_____

\_\_\_\_\_ Approved by UCC Without Revision      OR      \_\_\_\_\_ Approved by UCC With Revisions

Commissioner's Signature	Date
_____	_____
Commissioner's Signature	Date
_____	_____
Commissioner's Signature	Date
_____	_____

## Fwd: Boards & Committees

William A. "Willie" Parker <waparker.wvu@gmail.com>

Tue 9/21/2021 4:28 PM

To: trperry@upshurcounty.org <trperry@upshurcounty.org>;

 1 attachments (5 MB)

WAP - Qualifications - Document\_2021-09-06\_135741.pdf;

Good Afternoon

Just a short correspondence to let you know I would be interested in serving on vacancies of the various boards and committees. Currently, I would seem to be eligible to be the community representative to the Safe Structures & Sites Board. I would be interested in other opportunities for service as they would become available. I reside in the 2nd magisterial district. I have attached a brief outline of the past experience and education. If you have any questions or need additional information, please let me know at your convenience.

William A. "Willie" Parker  
304.695.0535

*Carrie L. Wallace*

October 25, 2022

Upshur County Commission  
c/o Tabatha R. Perry, County Administrator  
91 W. Main St., Suite 101  
Buckhannon, WV 26201

*Sent via electronic mail only*

Re: James W. Curry Advisory Board Interest

Honorable Commissioners:

I am saddened to hear that long term James W. Curry Advisory Board (Board) member Erv Lake has resigned. He was a valued member and contributed greatly to both the Library and Park. However, his resignation has given me the opportunity to submit this letter of interest to fill his vacancy beginning January 1, 2023.

As you know, I served on the Board for eight years during my employment with the County. During that time, we obtained fiber internet service for the facility, hired a full-time Library Director that has completely transformed the programming and operations, established a successful fundraising committee, and hosted various community events, among other accomplishments.

The Library, Park, and Selbyville community have always been close to my heart, as they have a strong resemblance to the area where I grew up in southern Randolph County. Unfortunately, at the time of my transition to my current employer, the JWCAB meetings were not conducive with my new work schedule. I now understand that the Board has voted to change the meeting dates to Fridays, which opens my availability.

I would greatly appreciate your consideration of my appointment. If successful, I look forward to working with the Board to address the Library and Parks on-going financial concerns by expanding the camping accommodations. This was a goal of late Commissioner Terry Cutright's and I would be honored to see it to fruition.

If you have any questions or concerns, please feel free to contact me at the cell phone number above.

Sincerely,

*Carrie L. Wallace*

Carrie L. Wallace






# Upshur County Sheriff's Financial Statement

For Period Ending : **September 2022**

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 2,339,532.05	\$ 916,411.51	\$ (964,777.27)	\$ 2,291,166.29
FUND - 002 COAL SEVERANCE TAX FUND	\$ 77,116.69	\$ 3.64	\$ (30,000.00)	\$ 47,120.33
FUND - 003 DOG AND KENNEL FUND	\$ 53,140.65	\$ 6,565.30	\$ (6,700.71)	\$ 53,005.24
FUND - 004 GENERAL SCHOOL FUND	\$ 35,318.75	\$ 4,360.75	\$ -	\$ 39,679.50
FUND - 005 MAGISTRATE COURT FUND	\$ 2,608.88	\$ 1,543.92	\$ -	\$ 4,152.80
FUND - 006 WORTHLESS CHECK FUND	\$ 120,827.46	\$ 81.29	\$ -	\$ 120,908.75
FUND - 007 E-911 FUND	\$ 1,265,889.89	\$ 31,956.20	\$ (5,129.48)	\$ 1,292,716.61
FUND - 008 HOME CONFINEMENT FUND	\$ 29,770.68	\$ 1.52	\$ (2,374.35)	\$ 27,397.85
FUND - 013 CURRY PARK FUND	\$ 29,459.72	\$ 41.52	\$ (1,108.14)	\$ 28,393.10
FUND - 015 CURRY LIBRARY FUND	\$ 9,052.23	\$ 0.45	\$ (926.06)	\$ 8,126.62
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ -	\$ -	\$ -	\$ -
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 104,590.55	\$ 30,435.02	\$ (104,545.55)	\$ 30,480.02
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 43,049.72	\$ 10,676.91	\$ (29,362.60)	\$ 24,364.03
FUND - 039 COAL REALLOCATION FUND	\$ -	\$ -	\$ -	\$ -
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 1,115,843.63	\$ 58.04	\$ (1,975.00)	\$ 1,113,926.67
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 340,263.12	\$ 24,575.74	\$ (5,072.21)	\$ 359,766.65
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,327,353.73	\$ 872.78	\$ -	\$ 1,328,226.51
FUND - 059 CONCEALED WEAPONS FUND	\$ 29,018.07	\$ 651.48	\$ (1,757.95)	\$ 27,911.60
FUND - 063 VOTER'S REGISTRATION FUND	\$ 1,116.33	\$ 0.06	\$ -	\$ 1,116.39
FUND - 071 JURY FUND	\$ 15,080.36	\$ -	\$ (1,624.38)	\$ 13,455.98
FUND - 073 SPECIAL LAW ENFRGMT INVESTIGATION FUND	\$ 2,487.84	\$ 0.13	\$ -	\$ 2,487.97
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 48,600.89	\$ 6,588.21	\$ -	\$ 55,189.10
FUND - 079 SPAYING & NEUTERING FUND	\$ 32,651.03	\$ 1,250.00	\$ (2,027.00)	\$ 31,874.03
FUND - 080 COMM. CORR. FUND	\$ 943,576.46	\$ 577,143.43	\$ (132,527.35)	\$ 1,388,192.54
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ -	\$ -	\$ -	\$ -
FUND - 311 DMV LICENSE FUND	\$ -	\$ 51,833.00	\$ (51,833.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ 45.00	\$ 32.40	\$ (32.40)	\$ 45.00
FUND - 313 COURT REPORTER FUND	\$ -	\$ 200.00	\$ (200.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 300.00	\$ (300.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 600.00	\$ (600.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 7,405.79	\$ (7,405.79)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 168,014.34	\$ 4,650.00	\$ (7,170.88)	\$ 165,493.46
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
FUND - 366 BOARD OF HEALTH FUND	\$ 279,696.07	\$ 6,653.16	\$ (72,533.23)	\$ 213,816.00
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 750.50	\$ 559.00	\$ (750.50)	\$ 559.00
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 1,071,090.22	\$ (1,071,090.22)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 542,722.35	\$ (542,722.35)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 66,784.84	\$ (66,784.84)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 8,014.12	\$ (8,014.12)	\$ -
FUND - 206 COVID 19 FUND	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RECOVERY FUND	\$ 4,034,577.72	\$ 210.02	\$ -	\$ 4,034,787.74
<b>FINAL TOTALS</b>	<b>\$ 12,454,297.36</b>	<b>\$ 3,374,272.80</b>	<b>\$ (3,119,345.38)</b>	<b>\$ 12,709,224.78</b>
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 13,377,969.03	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (2,973,788.83)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 2,303,294.58			
NET BANK BALANCE	\$ 12,707,474.78			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 12,709,224.78			

I, Virgil D. Miller, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

  
 Virgil D. Miller  
 Sheriff & Treasurer, Upshur County

10/18/2022





# Upshur County Sheriff's Financial Statement

For Period Ending: **September 2022**

## Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
<b>CITIZENS BANK OF WEST VIRGINIA</b>					
	GENERAL COUNTY FUND - IBCK	\$ 1,394,713.58	\$ -	\$ 791,790.35	\$ 2,186,503.93
	COAL SEVERANCE - IBCK	\$ 47,120.33	\$ -	\$ -	\$ 47,120.33
	E-911 - IBCK	\$ 1,292,716.61	\$ -	\$ -	\$ 1,292,716.61
	CURRY PARK - IBCK	\$ 29,090.33	\$ (697.23)	\$ -	\$ 28,393.10
	CURRY LIBRARY - IBCK	\$ 8,126.62	\$ -	\$ -	\$ 8,126.62
	ASSESSOR'S VALUATION - IBCK	\$ 337,965.66	\$ (2,010.00)	\$ 23,810.99	\$ 359,766.65
	UP. CO. FIN. STAB. FUND - IBCK	\$ 1,328,226.51	\$ -	\$ -	\$ 1,328,226.51
	CONCEALED WEAPONS - IBCK	\$ 28,895.35	\$ (1,218.75)	\$ 235.00	\$ 27,911.60
	GENERAL TAX - IBCK	\$ 1,189,694.37	\$ (2,498,312.80)	\$ 1,308,618.43	\$ -
	BOARD OF HEALTH FUND - IBCK	\$ 203,271.93	\$ (68.23)	\$ -	\$ 203,203.70
	OASIS CLEARING - CKNG	\$ -	\$ (3,157.44)	\$ 3,157.44	\$ -
	UPSHUR CO. FIRE FEE - IBCK	\$ 39,481.52	\$ (12,730.00)	\$ 3,728.50	\$ 30,480.02
	UP CO COAL REALLOCATION - IBCK	\$ -	\$ -	\$ -	\$ -
	EMPLOYEE BENEFITS - IBCK	\$ 1,113,926.67	\$ -	\$ -	\$ 1,113,926.67
	SP LAW ENF INVESTIGATION - IBCK	\$ 2,487.97	\$ -	\$ -	\$ 2,487.97
	COMMUNITY CORRECTIONS - IBCK	\$ 1,256,069.30	\$ (5,321.76)	\$ 137,445.00	\$ 1,388,192.54
	PARKS/REC CLEARING - CKNG	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 45.00	\$ (45.00)	\$ -	\$ -
	TAX CLEARING - CKNG	\$ 128,624.73	\$ (155,012.60)	\$ 26,387.87	\$ -
	BOARD OF HEALTH PAYROLL - CKNG	\$ 7,687.78	\$ (2,866.99)	\$ -	\$ 4,820.79
	GENERAL COUNTY OPERATING - CKNG	\$ 297,756.79	\$ (194,844.43)	\$ -	\$ 102,912.36
	DOG & KENNEL - CKNG	\$ 55,365.68	\$ (2,360.44)	\$ -	\$ 53,005.24
	GENERAL COUNTY MISC -CKNG	\$ 43,853.92	\$ (21.62)	\$ -	\$ 43,832.30
	WORTHLESS CHECK - IBCK	\$ 120,908.75	\$ -	\$ -	\$ 120,908.75
	HOME CONFINEMENT - IBCK	\$ 27,397.85	\$ -	\$ -	\$ 27,397.85
	EE HEALTH CARE REIMB - IBCK	\$ 25,742.38	\$ (1,378.35)	\$ -	\$ 24,364.03
	VOTER'S REGISTRATION - IBCK	\$ 1,116.39	\$ -	\$ -	\$ 1,116.39
	JURY - CKNG	\$ 13,824.73	\$ (368.75)	\$ -	\$ 13,455.98
	CHILD EXCHG & VISITATION - CKNG	\$ 55,189.10	\$ -	\$ -	\$ 55,189.10
	SPAY & NEUTER - CKNG	\$ 31,728.03	\$ (100.00)	\$ 246.00	\$ 31,874.03
	ELKINS ROAD PSD - CKNG	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND - IBCK	\$ 4,034,787.74	\$ -	\$ -	\$ 4,034,787.74
	WELLNESS COMPLEX - CKNG	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE - CKNG	\$ 44,184.00	\$ (51,833.00)	\$ 7,649.00	\$ -
	STATE CLEARING - CKNG	\$ 1,513.00	\$ (1,468.00)	\$ -	\$ 45.00
	STATE POLICE - CKNG	\$ 575.00	\$ (600.00)	\$ 30.00	\$ 5.00
	TAX LEIN - CKNG	\$ 178,998.82	\$ (13,505.36)	\$ -	\$ 165,493.46
	DELQ & NON-ENTERED LAND - CKNG	\$ 100.00	\$ -	\$ -	\$ 100.00
	BOARD OF HEALTH OPERATING - CKNG	\$ 31,659.59	\$ (25,868.08)	\$ -	\$ 5,791.51
	WVDSRF - CKNG	\$ 363.00	\$ -	\$ 196.00	\$ 559.00
	<b>BANK TOTAL</b>	<b>\$ 13,377,969.03</b>	<b>\$ (2,973,788.83)</b>	<b>\$ 2,303,294.58</b>	<b>\$ 12,707,474.78</b>
<b>SUMMARY:</b>					
	<b>TOTAL ALL BANKS</b>	<b>\$ 13,377,969.03</b>	<b>\$ (2,973,788.83)</b>	<b>\$ 2,303,294.58</b>	<b>\$ 12,707,474.78</b>
	<b>PETTY CASH / CASH DRAWERS</b>				<b>\$ 1,750.00</b>
	<b>CASH SPECIAL INVESTIGATION FUND</b>				<b>\$ -</b>
	<b>GRAND TOTAL</b>				<b>\$ 12,709,224.78</b>

Fire Board Financial Report  
2021 - 2022

CARRYOVER BALANCE: \$56,701.53

<u>Item / Date</u>	<u>Amount</u>	<u>Financial Institution / Payee</u>	<u>Description / Source</u>
<b>DEPOSITS</b>			
Sheriff of Upshur County	\$82,196.63	First Community Bank	Fire Fee Collections through 7/31/2022
Sheriff of Upshur County	\$104,490.55	First Community Bank	Fire Fee Collections through 8/31/2022
Sheriff of Upshur County	\$30,380.02	First Community Bank	Fire Fee Collections through 9/30/2022
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 10/31/2022
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 11/30/2022
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 12/31/2022
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 01/31/2023
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 02/28/2023
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 03/31/2023
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 04/30/2023
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 05/31/2023
Sheriff of Upshur County		First Community Bank	Fire Fee Collections through 06/30/2023

Total Deposits: \$217,067.20

Plus Carryover: \$273,768.73

Total:

**EXPENDITURES**

<u>DATE</u>	<u>Amount</u>	<u>Check #</u>	<u>Payee</u>	<u>Description</u>
July 19, 2022	\$211.00	1134	SOFTWARE SYSTEMS, INC.	INVOICE 36302
July 19, 2022	\$243.21	1135	UPSHUR COUNTY COMMISSION	REIMBURSEMENT P-CARD(SUPPLIES)
July 19, 2022	\$2,791.64	1136	RALSTON PRESS	2022 FIRE FEE STATEMENTS
July 19, 2022	\$6,405.97	1137	UPSHUR COUNTY COMMISSION	REIMBURSEMENT PAYROLL
July 19, 2022	\$83.01	1138	UPSHUR COUNTY COMMISSION	REIMBURSEMENT POSTAGE RETURNS
August 16, 2022	\$527.00	1139	SOFTWARE SYSTEMS, INC.	INVOICE 36439
August 16, 2022	\$538.98	1140	UPSHUR COUNTY COMMISSION	REIMBURSEMENT MASS MAILING POSTAGE
August 16, 2022	\$18.09	1141	UPSHUR COUNTY COMMISSION	REIMBURSEMENT RETURNED POSTAGE



DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
COUNTY SUMMARY

PAGE: 1

UNPAID - CHARGES			YEAR - TO - DATE - TAXES - PAID					
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	.00	61795.00	210470.00	.00	.00	.00	24.40-	210445.60
SUPPLEMENTAL CHARGES	.00	.00	.00					.00
TOTAL CURRENT CHARGES	.00	61795.00	210470.00	.00	.00	.00	24.40-	210445.60
PERCENTAGE OF UNPAID & PAID CHARGES			022%			078%		
PRIOR YEAR REAL	.00	.00	3115.00	.00	.00	.00	.00	11450.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00						

DATE: 10/18/22 CUMULATIVE POSITION REPORT PAGE: 1  
 7/01/2022 - 10/18/2022  
 DISTRICT: -----Y E A R - T O - D A T E - T A X E S - P A I D-----

	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	-00	-00	-00	-00	-00	-00	-00	-00	-00
SUPPLEMENTAL CHARGES	-00	-00	-00	-00	-00	-00	-00	-00	-00
TOTAL CURRENT CHARGES	-00	-00	-00	-00	-00	-00	-00	-00	-00
PERCENTAGE OF UNPAID & PAID CHARGES			000%	000%					
PRIOR YEAR REAL	50.00	-00	-00	-00	-00	-00	-00	-00	-00
PRIOR YEAR PERSONAL	-00	-00	-00	-00	-00	-00	-00	-00	-00
CANCELLATIONS	-00	-00	-00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: BANKS

PAGE: 2

UNPAID - CHARGES			YEAR - TO - DATE - TAXES - PAID					
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
8155.00	.00	8155.00	30570.00	.00	.00	.00	.00	30570.00
.00	.00	.00	.00	.00	.00	.00	.00	.00
8155.00	.00	8155.00	30570.00	.00	.00	.00	.00	30570.00
PERCENTAGE OF UNPAID & PAID CHARGES			021%			079%		
27150.00	.00	.00	600.00	.00	.00	.00	.00	2190.00
.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: BUCKHANNON

PAGE: 3

UNPAID - CHARGES		YEAR - TO - DATE - TAXES - PAID						
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	13845.00	.00	13845.00	.00	.00	.00	.30	53600.30
SUPPLEMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL CURRENT CHARGES	13845.00	.00	13845.00	.00	.00	.00	.30	53600.30
PERCENTAGE OF UNPAID & PAID CHARGES		020%	080%					
PRIOR YEAR REAL	42170.00	.00	560.00	.00	.00	.00	.00	1805.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT:

PAGE: 4

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



DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: MEADE

PAGE: 5

UNPAID - CHARGES		YEAR - TO - DATE - TAXES - PAID						
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	9740.00	.00	26415.00	.00	.00	.00	.00	26415.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL CURRENT CHARGES	9740.00	.00	26415.00	.00	.00	.00	.00	26415.00
PERCENTAGE OF UNPAID & PAID CHARGES		028%	074%					
PRIOR YEAR REAL	35820.00	.00	465.00	.00	.00	.00	.00	2055.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: UNION

PAGE: 6

	REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	14780.00	.00	14780.00	45895.00	.00	.00	.00	24.70-	45870.30
SUPPLEMENTAL CHARGES	.00	.00	.00	.00					.00
TOTAL CURRENT CHARGES	14780.00	.00	14780.00	45895.00	.00	.00	.00	24.70-	45870.30
PERCENTAGE OF UNPAID & PAID CHARGES			024%	076%					
PRIOR YEAR REAL	41615.00	.00	.00	565.00	.00	.00	.00	.00	2435.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: WARREN

PAGE: 7

UNPAID - CHARGES		YEAR - TO - DATE - TAXES - PAID						
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	6760.00	.00	6760.00	20110.00	.00	.00	.00	20110.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL CURRENT CHARGES	6760.00	.00	6760.00	20110.00	.00	.00	.00	20110.00
PERCENTAGE OF UNPAID & PAID CHARGES		025%		075%				
PRIOR YEAR REAL	21045.00	.00		285.00	.00	.00	.00	980.00
PRIOR YEAR PERSONAL	.00	.00		.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00						

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: WASHINGTON

PAGE: 8

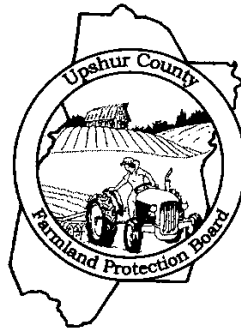
UNPAID - CHARGES		YEAR - TO - DATE - TAXES - PAID						
REAL	PERSONAL	TOTAL	CHARGE AMOUNT	DISCOUNT	INTEREST	PUB FEE	DIFFERENCE	COLLECTION
REGULAR CHARGES	8515.00	.00	8515.00	33880.00	.00	.00	.00	33880.00
SUPPLEMENTAL CHARGES	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL CURRENT CHARGES	8515.00	.00	8515.00	33880.00	.00	.00	.00	33880.00
PERCENTAGE OF UNPAID & PAID CHARGES		020%		080%				
PRIOR YEAR REAL	27240.00	.00	.00	640.00	.00	.00	.00	1985.00
PRIOR YEAR PERSONAL	.00	.00	.00	.00	.00	.00	.00	.00
CANCELLATIONS	.00	.00	.00					

DATE: 10/18/22

CUMULATIVE POSITION REPORT  
7/01/2022 - 10/18/2022  
DISTRICT: UPSHUR COUNTY DIST 8

PAGE: 9

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



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

\*\*\*\*\*

Location: WVU Upshur County Extension Office  
91 W Main Street, Ste 102  
Buckhannon, WV 26201  
Date: October 28, 2022  
Time: 8 am

**AGENDA**

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: September 22, 2022

BUSINESS ITEMS – Discussion/Update/Action

- Queen Easement Discussion
- Current Application Update
  - Derico Update
  - Hinkle Hazardous Materials/ Title Search
  - McClain- Update

FINANCIAL MATTERS – Discussion/Update/Action

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

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

*Tabatha*

**UPSHUR COUNTY YOUTH CAMP**  
**August 18, 2022**

The Upshur County Youth Camp Board met in regular session on August 22 at the camp.

The meeting was called to order by the president at 6:45pm. Board members present were President Glen Hawkins, Debbie Hull and Thanna Wentz. Greg Woody, camp manager was also present. Members Craig Presar and Gini Croaff did not attend.

The secretary's report was approved with the correction in Greg's comments that we are charging \$6.50 per meal (not \$2.50) while some other camps charge \$12.50 or more per meal. The financial statement and corrected minutes were approved through motions made by Debbie and seconded by Thanna.

**Old Business:**

1. There was nothing to report on the timber sale.
2. WV Senators Hamilton and Karnes presented the camp a check for \$10,000 during the August 11 County Commission meeting. This money is earmarked to be used to pay for repair of the bridge into the camp.
3. The discussion of selling the building to the fire department continued. Debbie made the motion that we sell the building only if the Department/Commission agree to pay for a replacement building of equal size to be placed on the camp grounds. The motion was seconded by Thanna; motion carried. Greg said "equal size is 30X30. The bid he has for that size building is \$12,000.00.

**New Business:**

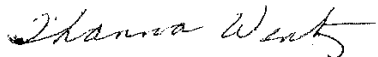
1. Thanna talked to Tabatha regarding our application for grant money from Weyerhaeuser and was told that she didn't need any information from me, but could complete our application once she spoke to Greg and/or Norma.
2. Jonathan Freeman will no longer be employed after November 3. He was hired to work half time at Brooks Hill and half time at the camp, however he hasn't been to the camp in a while. Greg needs a half time employee to be available when he needs help.

Greg's comments:

1. The Judson church group would like to volunteer to rewire the assembly hall and install ceiling fans in the spring before the camp season begins.
2. Greg has purchase 5 air conditioners from World Vision at a cost of \$560.00
3. Heavner Hall air conditioner fan motor is not working
4. Terrace air conditioner continually blew breakers
5. The generator continues to not work properly, however the repair cost for this incident won't be as much as the last repair
6. He asked for permission to keep his female workers two (2) extra day this fall so they can complete sewing the mattress covers. Debbie said she would check on that request
7. World vision has donated playground equipment to the camp. (It has been installed on the river bank at the end of the marching field)
8. The Glenville girls soccer team coach said the team would not be returning next fall because they will be travelling to New Zealand, however he did book the camp for the following fall
9. He has turned off the water in some of the cabins, but is waiting a while to see if any of the fall hunters will be back this season.

There being no further business, the meeting adjourned at 8:00 pm. The September meeting will be held on September 21 at Glen Hawkins's home.

Respectfullysubmitted,





**James W. Curry Library/Park  
Advisory Board Meeting  
MINUTES**

August 19, 2022 at 10:00 am

At James W. Curry Public Library

Call to Order: The meeting was called to order at 10:04 by Vice President Tink Simmons

**Roll Call:**

Present: Tink Simmons, Lisa Lamb, Lori Harvey, Shanna Collins, Tabatha Perry

Absent: Tricia Tolliver, Erv Lake,

Guests: Nate Kennedy

Staff: Jonathan Freeman, Judith Williams

Public Comment Period: No public comments

Approval of May 27<sup>th</sup>, 2022 minutes

Motion for approval made by Lori seconded by Shanna

**Staff Report**

Park: Nothing new to report. Trouble with trash pick-up with the company. Trash was finally picked up after Tabatha called. Shanna broached subject of bear issue. Nuisance bears are not relocated per Lori. Shanna suggested limited bear permits. Recommend 3 special permits by application to be reviewed by advisory board. Amended permit will go to county commission for approval. Motion by Shanna, seconded Lori to allow 3 bear hunters on the property. Motion passed.

Library: Aside from a marginally functioning restroom there is little to report. Things went reasonably well at the Fair until the weather forced early closure. Funds raised were lower than previous years as a result. Summer reading was very successful and the largest summer reading program to date with 28 children participating. Our camp out was a huge success. Our Callanetics exercise program is on hiatus while the instructor recovers from surgery. The Halloween Hayride & Haunted Story trail is scheduled for Saturday, October 29<sup>th</sup> and volunteers are needed and welcome. The librarian requested that the fund raising discussions be incorporated into the Advisory Board meeting to reduce redundancy and so the Board can be more involved in these efforts.

Timber: Nothing really new. Just keeping track of the timber/lumber and housing market. Housing trending down and so the lumber market will follow. It will be a few years before we have to give it real attention when our next sale will be scheduled.

**Review/Report**

**Introduction:** New Advisory Board Member: Lisa Lamb

**Old Business:**

Budget: A copy of the budget with Tabatha's comments was presented to the Board for review with a view to a vote at the October meeting.

# James W. Curry Library/Park Advisory Board Meeting MINUTES

Tractor Repair: A rebuilt computer costs \$500.00; \$1000.00 for new. Jonathan is confident that he can do the install. Otherwise Middletown charges \$1000.00 to do installation, and offers no guarantee. It may be better to just trade in (1500 hours on it) as it could stand to be updated. Trade-in would be negligible. Auction may be better way to go (date to be determined). Tractor is a 2000 model. Check on trade-in then decide if auction is better option. New tractor is \$35,000 with attachments.

Hours of Operation Update: Motion to accept the updated operational hours by Shanna was seconded by Lori; motion passed. Published hours are: Tuesday 9am -7 pm, Thursday, Friday, and Saturday 8 am – 6 pm, Closed Sunday, Monday, Wednesday, and Holidays.

Rescheduling of Advisory Board Meetings: Motion was made by Shanna and seconded by Lisa to move the Advisory Board meetings to the 3<sup>rd</sup> Friday of the month at 10 am at the Library.





Upshur County American Rescue Plan Act Fund Approval: Still chipping away at the law. Funds not released due to legalities. 2 invoices outstanding for trust investigations.

## New Business:

Letter of resignation Erv Lake: A motion to accept the letter of resignation proffered by Erv Lake was made by Tabatha and seconded by Shanna. Motion passed.

Septic system service: System was installed in 1985. The parking lot was paved over the tank. It will be necessary to cut the asphalt to find opening. Estimated cost of \$10,000 to upgrade library septic system. Tank needs to be emptied and will require cutting the parking lot to do so. Install a manhole.

Meeting was adjourned at 11:20

 Ervin Lake	 Tabatha Perry
Lewis Simmons	 Patricia Tolliver
 Lori Elderich Harvey	Lisa Lamb
Shanna Collins	Lisa Lamb

**James W. Curry Library/Park  
Advisory Board Meeting  
MINUTES**

Fundraising Committee

- Glow stick party : September 16, 7pm -9pm Volunteers @ 6pm  
Downsize concessions: Pretzels, Nachos, Sno-cones, drinks, baked goods (talk to Opal about price of fudge), chips
- Halloween Hayride/Storytrail Junior VFD on the 29<sup>th</sup> of Oct.
- Festival of Lights – Dec 9<sup>th</sup> /10<sup>th</sup> Monies must be ear marked – to upgrade and make it what it should/could be. We need a building for entrance – get an old bus shed. Shanna needs a budget. Shanna put forward fairy garden idea – sponsorship. Arches (need 3 this year – Arch Coal making donation to cover that)
- New Quilt ideas

**UPSHUR COUNTY SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS MEETING -MINUTES**

Monday, September 12, 2022

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 (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 p.m. on September 12, 2022.

Present at the meeting were: Chair Joyce Harris-Thacker, Vice-Chair Jackie McDaniels, Paula Stone, Mary Gower and Director Belinda Lewis. Scott Randall was absent. A quorum was present. There was one guest (Jessica Williams from the BUHS).

The minutes of the August 8, 2022 meeting had been previously sent to the members. Jackie made a motion to approve the minutes. Seconded by Mary. Motion carried.

The Financial Reports for June were presented by the Director in the absence of the Treasurer. Register reports for the four bank accounts with First Community Bank covering August 2022 were presented. (It was noted that the bank statement for Money Market has yet to be received. The ending balances for the accounts are as follows:

	<u>July</u>	<u>August</u>
• REAP Account	\$2,053.30	\$1,984.90
• SWMB Account	\$ 100.00	\$ 100.00
• Money Market Account	\$19,572.46	\$19,572.46
• Operating Account	\$23,680.96	\$26,542.07

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

The guest (Jessica Williams from BUHS) was recognized. A lengthy discussion was held on reinstating the Bounty Program for the Upshur County Schools. Jackie made a motion to reinstate the Bounty Program. Seconded by Paula. Motion carried.

Belinda reported on the SWMB Final Report being submitted, registering Jackie for the AWVSWA Conference and lodging, attending the Stockert Youth Children's Festival and the upcoming Paper Shred Event.

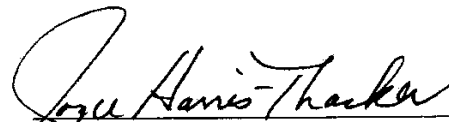
Further discussion was held on once again getting the schools involved with recycling.

With no further business, the meeting was adjourned at 5:16 p.m.

Respectfully Submitted:



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 August 9 through September 12, 2022

#### Activities included:

- Prepared and distributed by email the minutes of the 8/8/2022 meeting.
- Checked [upshurwa@yahoo.com](mailto:upshurwa@yahoo.com) email daily.
- Checked mail at Post Office every day.
- Recorded four deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book. The amounts were \$1,376.03, \$109.81, \$240.55 and the REAP transfer of \$1158.00.
- After the August meeting, made copies of checks and mailed them and scanned the approved minutes for the county.
- Received monthly bank statements on the four accounts and reconciled balances for August. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current grants.
- Prepared checks for payment of bills for the September meeting.
- Prepared agenda and packets for September 12<sup>th</sup> Board Meeting and emailed a copy of the agenda to members, Ms. Phillips, My Buckhannon and the Record Delta.
- Cleaned office.
- Fielded many calls on my cellphone about recycling.
- Typed the minutes of the August 8<sup>th</sup> meeting and sent copies to the Board Members.
- Sent weekly email updates to the Board Members.
- Set up the UCSWA tent at the Stockert Youth Children Festival on Saturday, September 10<sup>th</sup>.
- Mailed SWMB Final Report before deadline.
- Registered Jackie for the State Conference and secured her hotel rooms.
- Sent Free Paper Shred Event Flyers to the County, City, Media and to the Board of Education, who said they would send a mass email to all employees.
- Contacted Sunrise Sanitation to double check about the September Paper Shred Event.

*Thanks—Belinda*

**Upshur County Fire Board Meeting  
September 20, 2022**

Members Present: Donna Matthews, Sidney Huffman, Kristie Tenney, Steven Linger, and Larry Alkire

Members Absent: Joe Gower and Rick Harlow

Others Present: Chief Jon Roby, Chief Clifton Shaw, Arthur Wilson, 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 August 16, 2022, were approved on motion by Larry Alkire and second by Steven Linger.

The Fire Fee Clerk reported the 2022 Fire Fees are at 73 percent collected.

The checking account balance as of 08/31/2022 was \$128,965.53. The disbursement from the Chief Tax Deputy was \$104,490 for the month of August.

The following invoices were reviewed and approved upon motion by Sidney Huffman and second by Steven Linger:

\*Software Systems---monthly maintenance---Invoice #36527---\$327.00


\*Upshur County Commission---Reimbursement---Supplies---\$284.77

The Board appointed the Audit procurement committee of Kristie Tenney, Donna Matthews, Larry Alkire, and Steve Linger, with all other members being alternates in the event a committee member could not be present, due to the limited time constraint. On motion by Donna Matthews and second by Sydney Huffman, the Board approved sending proposals to the following three CPAs: Ferrari and Associates, PLLC; Harold C. Fortner, CPA; and Tetrick and Bartlett, PLLC.

The Board approved 13 exoneration tickets; and on motion by Donna Matthews and second by Sidney Huffman, approved six corrective tickets.

Board members then reviewed financial statements provided by the seven VFDS.

There being no further business, the meeting adjourned on motion by Donna Matthews and second by Larry Alkire. Refreshments were provided by the VFD. The next meeting of the Board will be October 18, 2022, at the Adrian VFD.

  
Joseph Gower, Chairman, Upshur County Fire Board

  
Donna Matthews  
Board Member



**Cleveland  
Brothers**

**YOUR CATERPILLAR DEALER**  
**ENERGY & TRANSPORTATION QUOTATION/OFFER TO SELL AND SECURITY**  
**AGREEMENT**  
**Phone: 800-538-1020**

TO: Upshur County 911 (0077781)

DATE: October 5, 2022

EQUIPMENT MODEL: See Below

Buckhannon, WV 26201

EQUIPMENT SERIAL NO.: See Below

ATTENTION: Greg Harris (304)472-6717/ (304)613-1801

EMAIL: gharris@upshurcounty.org

IN RESPONSE TO YOUR INQUIRY: 2023-2025 Service Agreement

Cleveland Brothers is pleased to quote the following PM Service Contract for the unit listed above:

**Annual Maintenance Service PM Level 2** shall consist of the following:

- Replacement of Engine Oil and Oil Filters
- Replacement of Fuel Filters
- Legal Removal and Disposal of Waste Oil and Used Filters
- Lubrication of Grease Points: Fan Drive, Generator Bearing and Governor Linkage
- Inspection of Air Cleaner Element(s) and Restriction Indicator
- Laboratory Analysis of Fuel, Oil and Coolant Samples
- Coolant Level Check
- On-site measurement of Glycol and SCA Concentration
- Load Test and Specific Gravity Test of Starting Batteries (Lead Acid)
- Cleaning of Battery Terminals / Application of Corrosion Inhibitor (Lead Acid)
- Measurement of Battery Voltage During Cranking
- Measurement of Alternator Output in Volts DC
- Check Battery Charger Operation
- Check of Jacket Water Heater Operation
- Test Operation of Generator Starting Controls
- Test Operation of Engine / Generator Protection and Alarm Systems
- Visual Inspection of Engine / Generator Set Components
- Measurement of AC Voltage and Frequency. Adjust as needed
- Check of Remote Annunciator operation (if applicable)
- Visual Inspection of Automatic Transfer Switches. Lube and clean (if applicable)
- Inspection of Fuel Day Tank System (if applicable)
- No-Load Operation Test of Engine

**Semi-Annual Service Level 1** shall consist of the items listed above, with the exception of the items listed below:

- Replacement of Oil and Laboratory Analysis of Coolant Samples

**Presented By:**

**Brian Smith – Product Support Rep.**

**Email: [bsmith@clevelandbrothers.com](mailto:bsmith@clevelandbrothers.com)**

**(Phone): 724-861-7185 or (Cell): 724- 672-8714**




YOUR **CATERPILLAR** DEALER  
**ENERGY & TRANSPORTATION QUOTATION/OFFER TO SELL AND SECURITY  
 AGREEMENT**  
**Phone: 800-538-1020**

CAT D100/ D4B02003  
 2023 - Annual PM Level 2: ----- \$765.00  
 2023 - Semi-Annual Level 1: ----- \$630.00

Onan/ A110184159  
 2023 - Annual PM Level 2: ----- \$765.00  
 2023 - Semi-Annual Level 1: ----- \$630.00

**Total 2023 agreement: ----- \$2,790.00**

CAT D100/ D4B02003  
 2024 - Annual PM Level 2: ----- \$788.00  
 2024 - Semi-Annual Level 1: ----- \$649.00

Onan/ A110184159  
 2024 - Annual PM Level 2: ----- \$788.00  
 2024 - Semi-Annual Level 1: ----- \$649.00

**Total 2024 agreement: ----- \$2,874.00**

CAT D100/ D4B02003  
 2025 - Annual PM Level 2: ----- \$811.00  
 2025 - Semi-Annual Level 1: ----- \$668.00

Onan/ A110184159  
 2025 - Annual PM Level 2: ----- \$811.00  
 2025 - Semi-Annual Level 1: ----- \$668.00

**Total 2025 agreement: ----- \$2,958.00**

\* Quote to reflect both units having service completed on same day.

**Termination:** Customer has the right to terminate this agreement for any reason at any time. Account in good standing with services completed have been paid in full.

**Presented By:**

**Brian Smith – Product Support Rep.**  
**Email: [bsmith@clevelandbrothers.com](mailto:bsmith@clevelandbrothers.com)**

**(Phone): 724-861-7185 or (Cell): 724- 672-8714**





YOUR **CATERPILLAR** DEALER  
**ENERGY & TRANSPORTATION QUOTATION/OFFER TO SELL AND SECURITY  
AGREEMENT**  
**Phone: 800-538-1020**

All work to be done Monday thru Friday, during normal business hours 8:00am to 3:30pm  
Day of work to be agreed upon by both parties  
If acceptable, please Sign, provide Purchase Order Number and return Quote to Cleveland Brothers.  
Taxes are not included and will be added at time of invoicing unless, tax exempt  
Quote is valid for thirty (30) days from above date

Signature of Approval: \_\_\_\_\_  
Printed: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchase Order Number (If available): \_\_\_\_\_

\*Please note: Due to supply delays most orders will experience longer than normal lead-times. Please know we will do everything to get orders out as soon as possible.

**PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products, Work & Fuel Surcharge shall be Cleveland Brothers' price in effect at the date of delivery.**  
**PRICING VALIDITY: 30 DAYS**

**Brian Smith – Product Support Rep.**  
**Email: [bsmith@clevelandbrothers.com](mailto:bsmith@clevelandbrothers.com)**

**Presented By:**

**(Phone): 724-861-7185 or (Cell): 724- 672-8714**



**YOUR CATERPILLAR DEALER**  
**ENERGY & TRANSPORTATION QUOTATION/OFFER TO SELL AND SECURITY**  
**AGREEMENT**  
**Phone: 800-538-1020**

**POWER SYSTEMS TERMS AND CONDITIONS**

**CATERPILLAR WARRANTY**  
 If new and remanufactured engines (hereinafter referred to as New Engines) are being quoted on this Quotation/Offer to Sell, or if Cleveland Brothers Equipment Co., Inc. ("Cleveland Brothers") is quoting the performance of maintenance, repairs or other work (hereinafter referred to as Work) on Customer's machines, tractors, trucks or other property (hereinafter referred to as Equipment) and the Work to be performed requires the installation of a New Engine of Caterpillar Inc. (Caterpillar), such New Engines of Caterpillar are subject to the following warranty that is given SOLELY BY CATERPILLAR:

Caterpillar warrants New Engines (other than those products listed below) sold by it to be free from defects in material and workmanship subject to certain express User Responsibilities and the following provision: During the first twelve months after purchase by the user, Caterpillar will provide new, remanufactured or repaired parts, whichever Caterpillar elects, in place of any parts, which are found upon its inspection to be defective in material or workmanship. Such parts will be provided without charge to the user at a place of business of a Caterpillar dealer or other establishment authorized by Caterpillar. Caterpillar will provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting and support systems; and will provide reasonable travel expenses for authorized mechanics when Caterpillar chooses to make the repair on-site. This warranty does not apply to products sold for use in on-highway vehicles, machines or parts manufactured by or for Caterpillar or products sold for use in personal, family or household applications. Such products are covered by other Caterpillar warranties.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision of parts as specified above and any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or direct, immediate, special, indirect or consequential damage are expressly excluded. See CATERPILLAR WARRANTY, which is incorporated herein by reference.

The term "Caterpillar" as used herein means Caterpillar Industrial, Caterpillar Inc. or one of its subsidiaries, whichever last sold the products.

Customer, by accepting this Quotation/Offer to Sell, acknowledges that customer has received, read, understands and accepts the Caterpillar Warranty reproduced immediately above, and any other Caterpillar Warranties which are applicable.

**OTHER MANUFACTURER'S WARRANTY**  
 If the New Engines or New Parts quoted herein are products of a MANUFACTURER OR ASSEMBLER OTHER THAN CATERPILLAR ("Manufacturer") they MAY be subject to certain express warranties of MANUFACTURER. Any MANUFACTURER'S product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PARTS QUOTED HEREIN.

**USED PRODUCTS**  
 If engines other than New Engines, as defined above or parts other than New Parts (hereinafter referred to as Used Products), are being quoted on this Quotation/Offer to Sell, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

**CLEVELAND BROTHERS' WARRANTIES**  
 Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and Work performed, under the terms of this Quotation/Offer to Sell – SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW – the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work performed under the terms of this Quotation/Offer to Sell to be free from workmanship deficiency that will cause the Equipment to be defective as follows:
  - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - b. Time and material hourly Work is warranted for ninety (90) days from the date such work is completed; and
  - c. Special terms expressly stated on the face hereof;
- 2) CLEVELAND BROTHERS warrants any new products rebuilt by CLEVELAND BROTHERS that are used in any work performed under the terms of this Quotation/Offer to Sell – for one hundred eighty (180) days from the date such work is completed – to be free from defects in materials and workmanship;
- 3) If any Work performed under the terms of this Quotation/Offer to Sell fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiency in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

**DISCLAIMER OF OTHER WARRANTIES**  
 THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE.

**DISCLAIMER OF TORT LIABILITY**  
 Customer specifically understands and agrees that CLEVELAND BROTHERS, and CLEVELAND BROTHERS' officers, agents and employees, shall not be liable in tort – whether based on negligence, strict liability, or any other theory of tort liability – for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or servicing (including the entrance or CLEVELAND BROTHERS personnel onto customer's property for delivery, service or for any other purpose) of the products quoted herein, or for any action or failure to act in respect to the workmanship involved in, or Products used in, any Work performed under the terms of this Quotation/Offer to Sell. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

**EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**  
 Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, defective work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' WARRANTIES." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE TO HIM.

**CUSTOMER'S RESPONSIBILITIES**

- 1) Customer will at all times operate and maintain the Equipment and Engine in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- 2) Any damage to the Equipment or Engine that results from Customer's continued operation of the Equipment or Engine after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued operation of the Equipment after a defect has been recognized by Customer.
- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested Work to be performed.
- 4) Customer shall make payment for all Products purchased and/or all Work performed under this Quotation/Offer to Sell in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.
- 5) Customer grants Cleveland Brothers the right to operate any Equipment Worked on for purposes of testing or inspecting said Equipment at Cleveland Brothers' location or at Customer's location.

**OTHER TERMS AND CONDITIONS**

- 1) **OFFER AND ACCEPTANCE:** This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, payment dates, etc. Such errors will be unilaterally corrected by Owner.

This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered.

- 2) **PRICE:** The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of delivery. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.
- 3) **LATE PAYMENT AND/OR NON-PAYMENT BY CUSTOMER:** In the event that the invoice applicable to the products and/or work described herein is not paid by customer by said invoice's due date, customer shall pay a service charge of up to 2% of the total invoice amount for each month that said invoice remains unpaid. In the event of non-payment by customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.
- 4) **RISK OF LOSS:** All risk of loss or damage to the Equipment shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment.
- 5) **LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY:** This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 6) **SECURITY INTEREST:** Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the equipment furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation, or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

Customer: \_\_\_\_\_

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

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

Document Print Date 5/20/13, Document revision date 2/7/07

**Presented By:**

**Brian Smith – Product Support Rep.**

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