

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: October 6, 2022
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• September 29, 2022
- 9:05 a.m. Rodney Rolenson, Corporal and Home Confinement Supervisor --- Discussion regarding GPS monitoring contract agreement with TRAC Solutions. * Pages 4-8
- 9:15 a.m. Alan Tucker on behalf of the Buckhannon Band of Brothers - 2023 Calendar Campaign Kickoff. Proceeds will be focused on underprivileged children helping provide abused, neglected and disadvantaged children a nice Christmas.
- 9:30 a.m. Jennifer Bostian, UCDA Executive Director; Laura Meadows, Upshur County Convention and Visitors Bureau Director, and Tammy Reger, Executive Director of the Buckhannon-Upshur Chamber of Commerce -- Collaborative update of community news and announcements.
- 10:30 a.m. Conduct property inspections per WV Code § 7-1-5

Items for Discussion / Action / Approval:

1. Consider request of Erv Lake announcing his resignation from the James W. Curry Library Advisory Board, effective the final meeting October, 2022. Resignation previously accepted by the James W. Curry Library Advisory Board during the August 19, 2022 meeting.* Under separate cover
2. Review and signature of the WV EMPG Grant Application for expenditures incurred during calendar year 2020 in the amount of \$33,554.* Pages 9-22
3. 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. Upshur County Building & Floodplain Permits for the month of September, 2022. Pages 23-24

2. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- Elkins Road Public Service District
- City Council of Buckhannon

October 4, 2022 [Page 25](#)October 6, 2022 [Page 26](#)

Meeting Minutes:

- James W. Curry Library/Park Advisory Board
- Upshur County Emergency Telephone Advisory Board
- Upshur County Solid Waste Authority

May 27, 2022 [Pages 27-29](#)July 26, 2022 [Page 30](#)August 8, 2022 [Pages 31-32](#)

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
Upshur County Farmland Protection Board	Thu	10/20/2022	6:00 PM
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
Lewis-Upshur Community Corrections Board-Upshur County Location	Mon	11/14/2022	6:00 PM

3. No Appointments Needed or Upcoming.

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

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

October 13, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

There will be a Special Meeting on October 17, 2022 beginning at 1 p.m. at the Upshur County Administrative Annex



MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is entered into this 1st day of October 2022, (effective date) by and between TRAC Solutions (hereinafter referred to as "**Provider**") with its principal place of business located at 110 North Wacker Drive, Suite 2500, Chicago, Illinois 60606, and Upshur County Home Confinement (hereinafter referred to as "**Agency**") with its principal place of business located at 85 W. Main Street, Buckhannon, WV 26201.

WHEREAS the Agency is interested in incorporating into its monitoring program the use of global positioning system (GPS) tracking and/or alcohol monitoring equipment ("**Equipment**") and monitoring and other services ("**Monitoring and Other Services**"); and,

WHEREAS Provider is a supplier of Equipment, Monitoring and Other Services; and the Agency has determined that the services provided by Provider fully meet the needs of the Agency.

NOW THEREFORE, in consideration of the mutual undertakings and the agreements contained within, the Agency and Provider agree as follows:

1. Scope of Services

- a) Provider shall deliver the following professional services and the Equipment, Monitoring and Other Services on an "as needed" basis:
 - Global Positioning System (GPS) equipment.
 - Alcohol Monitoring equipment.
 - Monitoring Equipment Consumables, Shipping & Handling.
 - Training and support to the Agency's Staff as deemed appropriate by the Agency.
 - 10% shelf units at no charge.
- b) Provider shall work cooperatively with the Agency Staff to provide said services in a manner determined by the Agency.

2. Compensation and Terms of Payment

- a) Compensation:
Compensation shall be based upon actual "per day, per active device" services used and shall be computed at the rate of:

Equipment and 24/7 Monitoring Services:

- **Global Positioning GPS** - \$ 3.50/day/active device
- **TRAC Breath** - \$ 3.00/day/active device
- **Equipment Consumables, Shipping & Handling, Training and Support** – No Charge



b) Terms of Payment:

Provider shall submit a monthly invoice to the Agency. The Agency shall remit payment to Provider within thirty (30) days of the receipt of said invoice.

3. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

4. **Effective Date**

This agreement shall be effective upon the date first set forth above.

5. **Term of Agreement**

This agreement shall remain in effect for a period of one year from the date of execution, and thereafter will automatically renew for a one-year period unless thirty (30) day written notice of cancellation is given by the Agency.

6. **Lost, Damaged or Stolen Equipment**

The Agency shall be responsible for all lost, damaged or stolen equipment and shall reimburse Provider the actual cost of repair or replacement of equipment.

The following amounts represent the complete replacement costs for lost or stolen equipment. Equipment that is damaged and/or subjected to misuse will require reimbursement by the Agency for the amount, not to exceed the following replacement costs, determined by Provider to be required to compensate it for said damaged or misused equipment:

Replacement Costs:

- Buddi GPS Device - \$975.00
- Buddi GPS OB Body Charger (OBC) - \$185.00
- Buddi GPS OBC Wall Dock - \$45.00
- Buddi GPS Release Tool Damage Repair - \$110.00
- Buddi GPS Release Tool Lost - \$525.00
- Buddi GPS Beacon - \$150.00
- Buddi GPS Locking Plates – No Charge
- Buddi GPS Straps (Replacement) - \$75.00
- Buddi GPS 5-Dock Docking Station - \$425.00
- Buddi GPS Survivor Alert Device - \$600.00
- TRAC Breath - \$975.00



The aforementioned charges shall be paid to Provider within thirty (30) days of receipt of an invoice for the loss or damage. The Agency shall be responsible for recovering said charges from the offenders when liable and if appropriate, may refer the loss to the Prosecutor for prosecution and restitution if the offender does not reimburse the Agency for the loss.

7. **Liability; No Warranties; Agency's Authority; Indemnity by Agency; Provider is leasing the equipment to Agency "As Is"**

The parties acknowledge and agree that Provider has no authority or obligation to control the acts or omissions of Clients to electronic monitoring via the Equipment and services described herein and further acknowledge and agree that Provider shall have no liability or responsibility for the acts or omissions of said Clients and the Agency shall, to the extent permitted by law, indemnify and hold Provider harmless from and against any claims, damages or expense arising or resulting from the acts or omissions of said Clients. So long as Agency is not in default under any terms of this Agreement, Provider agrees to transfer to Agency, as necessary and to the extent permitted by law or applicable contracts, any warranties made to Provider by a manufacturer or vendor of the Equipment to the extent permitted by law or applicable contracts. Agency agrees that, regardless of cause, Agency shall not assert any claim whatsoever against Provider for any and all direct, special or indirect damages, without limitation, which may result from the use of Equipment, Monitoring and Other Services or any obligation of Provider under this Agreement. Agency understands that Provider and the manufacturer(s) of the Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the Equipment is Provider's agent, partner or joint venture. Agency agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on Provider, and no breach by a manufacturer or any such vendor shall excuse Agency's obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, **PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** Provider is not responsible for any injuries, damages, or losses to Agency or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Provider. Agency's sole remedy against Provider for any failure whatsoever relating in any way to the use of Equipment, Monitoring and Other Services shall be limited to replacement of the Equipment if applicable; provided, that any such failure of Equipment, Monitoring and Other Services was not caused by any act or omission on the part of Agency. Notwithstanding anything to the contrary in this Agreement, Provider shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military



authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

Agency acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Agency from committing any harmful, tortious, or illegal acts. Agency further acknowledges that it may be possible for a Client to remove the Equipment by unauthorized means, and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a Client while using the Equipment, as well as any liability for any acts committed by a Client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Agency acknowledges and agrees that use of the Equipment and Monitoring and Other Services shall be reserved for those Clients of Agency who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Agency agrees to indemnify, defend, and hold Provider harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by Client or any other third party against Provider. The provisions of this Article 7 shall continue to be in force even after the expiration of the Term.

8. **Liability Insurance**

Provider shall obtain and maintain a general commercial liability insurance policy with a minimum combined liability limit of \$1,000,000.00. At the request of Agency, Provider shall provide certificate of insurance to the Agency that establishes the existence of the insurance policy described herein.

9. **Changes**

The Agency and Provider agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

10. **Entire Agreement; Jurisdiction and Venue**

It is understood and agreed that the entire agreement of the Agency and Provider is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect. This Agreement shall be governed, interpreted and construed under the laws of the State of Illinois and all disputes resolved in the venue of Cook County, Illinois and in no other venue or forum.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.



Upshur County Home Confinement


By: _____

Name: _____

Title: _____

Date: _____

TRAC Solutions

By: 

Name: Robert Nienhouse

Title: President

Date: October 1, 2022

Project Narrative

Project Title:

EMPG 2020

Overview:

The Upshur County Department of Homeland Security and Emergency Management structure currently consists of one full- time director and one full-time Addressing and Mapping Coordinator. The office relies very heavily on volunteers to help during major incidents. While we have a small paid staff, our ability to respond to emergency situations remains stable. This includes ensuring we have the needed resources to support our community for several days before out of county assistance arrives by collaborating with other local agencies and organizations.

Our Emergency Operations Center (EOC) is continually receiving upgrades to increase capabilities to better serve our county residents. The upgrading process is a multi-fauceted project; including upgrading

Match:

During the fiscal year 2020 budget hearings, the County Commission allocated \$200,098 in General County Funds to be utilized for the County Emergency Management salaries, fringe benefits, supplies, training, vehicle expenses, annual fees for the County emergency notification system, new equipment and other operational needs. The County fiscal year runs July 1, 2019 through June 30, 2020; therefore, the calendar year for the EMPG grant actually encompasses fiscal years 2020 and 2021. The Commission appropriated \$182,460 of General County funds to be utilized for emergency management costs in fiscal year 2021.

Amount Requested: 0

Upshur County Dept of Homeland Security and Emergency Management is not requesting funding under this category. Ongoing task force meetings and COVID-19 response will be utilized to update the Pandemic Annex of the EOP within the next two years. In-person classes were not offered due to the COVID-19 pandemic however, the emergency notification system was utilized very frequently this year.

Planning:

Organization:

Amount Requested: \$30,070

The Upshur County Dept. of Homeland Security and Emergency Management/ EOC maintains one half of a stand alone building that also houses the E-911 communications center. The EOC is a large dedicated room with 2 smaller rooms that serve as the DHSEM office and a Tactical Operations Center(TOC), along with a kitchen and bunk room for prolonged activations There are 2 lavatories of which 1 includes a shower. The DHSEM pays rent at the rate of \$ 18.00 per square feet for 2,111 sq ft. The potable water, sprinkler service and garbage pick up are provided by The City of Buckhannon Utility Board, electricity is provided by Mon Power. Telephone, internet and fax by Frontier. 4 VoIP lines and internet by Micrologic

Equipment

Amount Requested: \$3,484

During 2020, the Department of Homeland Security and Emergency Management purchased portable radios, replacement AED pads, and Stop the Bleed materials. The DHSEM also continued providing emergency notifications to the public through WENS.

Training:

Amount Requested: 0

We are not asking for funding under this category. The majority of training took place virtually 2020 due to the COVID pandemic.

	Amount Requested: 0

Exercise: We are not requesting funding for this category; however, the DHSEM Director actively participated in real world COVID response during 2020.

Conditions and Assurances

This program is conditioned upon and subject to compliance with the following Conditions and Assurances. By attaching a signature to this page, block 44 of the grant application, the applicant certifies and assures that it will comply with the following Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of West Virginia Division of Emergency Management (WVEMD), as further clarified in the Administrative Manual for this program; and with U.S. Department of Homeland Security and all other relevant Federal/State Regulations, Policies and Guidelines. These Conditions and Assurances apply to all **Emergency Management Performance Grant (EMPG)** federal and matching funds expended for purposes associated with this award.

All correspondence to the WVEMD, which is required and/or occurs as a result or action of any of the following Special Conditions and Assurances, or as a result of the administration of any WVEMD grant program, should be addressed to:

WV Division of Emergency Management
ATTN: Emergency Management Performance Grant
1124 Smith Street Suite 3200
Charleston, WV 25301

1 LAWS OF WEST VIRGINIA:

This 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 WVEMD. In accordance with W. Va. Code Chapter 15-5-15, all emergency services staff must have undergone criminal background checks.

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.

3 RELATIONSHIP:

The relationship of the sub-grantee to the WVEMD shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the WVEMD for any obligation or expense without the express prior written approval from WVEMD.

4 OPERATIONAL WITHIN 90 DAYS:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to WVEMD explaining the delay in implementation. Upon receipt of the 90-day letter, WVEMD may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

5 WRITTEN APPROVAL OF CHANGES:

The sub-grantee must obtain prior written approval from WVEMD for all project changes (programmatic, fiscal or otherwise). Additionally, any budget revisions greater than 10% in aggregate must be approved by WVEMD.

6 CIVIL RIGHTS COMPLIANCE:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C 1681 et seq.
4. The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et seq.
5. Americans with Disabilities Act of 1990 (ADA): All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

7 ACCESS TO RECORDS AND EQUIPMENT:

WVEMD, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, and equipment related to the sub-grant and to relevant books and records of contractors.

8 COMPLIANCE WITH FEDERAL RULES AND REGULATIONS:

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (*Super Circular*). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.

9 PRESS RELEASE:

Release of information pertaining to this sub-grant must include the following information:

1. Grant amount;
2. State involvement (WV Division of Emergency Management, WVEMD); and,
3. Federal involvement (U.S. Dept. of Homeland Security), along with the name of the Federal Source (EMPG) including the CFDA # 97.042

10 CONFLICT OF INTEREST:

No public official or employee of the sub-recipient agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit to that individual or that individual's immediate family.

11 POLITICAL ACTIVITY:

The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

12 RELEASE OF INFORMATION:

All records, papers and other documents kept by recipients of grant funds are required to be made available to WVEMD. These records and other documents submitted to WVEMD and its sub-grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

WVEMD 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 sensitive 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 federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the US Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.

Sub-recipient must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult the WVEMD regarding concerns or questions about the release of potentially sensitive information under state and local laws.

13 NATIONAL AND STATE EVALUATION EFFORTS:

The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

14 OBLIGATION OF PROJECT FUNDS:

Funds may not, without prior written approval from WVEMD, be obligated prior to the effective start date or subsequent to the termination date of the project period.

15	USE OF FUNDS:
<p>Funds awarded through WVEMD may be expended ONLY for the purposes and activities specifically covered by the approved project description and budget. Further, this applies to funds awarded through budget revisions by WVEMD.</p>	
16	COMPLIANCE WITH FEDERAL PROCEDURES:
<p>Sub-recipient agrees to comply with all requirements as set forth in the Financial Guidance which governs this program.</p>	
17	ALLOWABLE AND UNALLOWABLE COSTS:
<p>Allowable and unallowable costs incurred under this grant shall be determined in accordance with the Super Circular and the WVEMD Allowable Cost Guidance in the WVEMD Grants Management Manual.</p>	
18	NON-SUPPLANTING:
<p>Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal 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 Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds. Approved full-time positions must hire an additional individual to "backfill" the position.</p>	
19	MATCHING CONTRIBUTION:
<p>If matching funds are allocated, the applicant assures that those funds 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. Cash matching contributions are subject to the same expenditure guidelines established by WVEMD and the U.S. Department of Homeland Security for this grant program. All sub-recipients must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.</p>	
20	PROJECT INCOME:
<p>All income earned by the sub-recipients 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 by WVEMD and the U.S. Department of Homeland Security for this grant program. All sub-recipients 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.</p>	
21	CONSULTANT FEES:
<p>Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with WVEMD.</p>	

22 SUSPENSION OF FUNDING:

WVEMD may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:

- Failure to adhere to the requirements, conditions, and/or special assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other just cause.

23 SANCTIONS FOR NONCOMPLIANCE:

In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, WVEMD shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the sub-grantee until the sub-grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.

24 SUBMISSION/RELEASE OF PROPOSED PUBLICATIONS:

The sub-recipient shall submit one copy of all reports and proposed publications resulting from this agreement to WVEMD 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 United States Department of Homeland Security, and the WV Division of Emergency Management. 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 U.S. Department of Homeland Security, nor the WV Division of Emergency Management."

25 PROPERTY ACCOUNTABILITY:

The sub-recipient 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 sub-grant by WVEMD. This obligation continues as long as the property is retained by the sub-recipient, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from WVEMD. Sub-recipient assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies available to the WVEMD. The WVEMD reserves the right to inspect and review any equipment purchased with this sub-grant.

26 REPORTS:

Each sub-recipient shall submit such reports as WVEMD shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

Financial Reporting: Sub-recipient **MUST** submit to WVEMD complete requests for reimbursements with all backup documentation. Sub-recipient must include signed AEL equipment list, financial recap sheets, and all relevant documentation for your requests. Instructions will be provided separately.

27 PURCHASING:

When making purchases relevant to the sub-grant, the sub-recipient will, at a minimum, abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.

28 PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Sub-recipient acknowledges that WVEMD, and subsequently the U.S. Department of Homeland Security, 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. Sub-Grantee agrees to consult with the WVEMD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

29 ENVIRONMENTAL AND HISTORIC PRESERVATION:

Subgrantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.

30 INFORMATION SYSTEMS & COMMUNICATIONS EQUIPMENT:

The sub-grantee agrees:

- a. That all computer programs (software produced under this grant) will be made available to WVEMD for transfer to authorized users in the criminal justice/homeland security 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 WVEMD. 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 (i.e. Cobol, Fortran, C, C++, XML, etc.) 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.

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV State Interoperable Radio Network. Per Executive Order 5-14 all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator.

31 TIME EXTENSIONS:

In general, time extensions for this program are unallowable. Unexpended sub-grant funds remaining at the close of the sub-grant period shall be deobligated.

32 USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Sub-recipient understands and agrees that it cannot use any sub-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.

33 PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to SAA as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearinghouse is as follows:

Federal Audit Clearinghouse

Bureau of the Census

1201 E. 10th Street

Jeffersonville, IN 47132

34 PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:

I.) Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by SAA are appropriated by the WV Legislature; therefore all funds disbursed by the WVEMD are considered state funds. The WVEMD will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with WVEMD a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or subgrant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or subgrant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or subgrant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-recipient shall file with SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-recipient assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.

35 EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each sub-recipient certifies that it has executed and has on file, an Equal Employment Opportunity Plan.

36 VETERANS PREFERENCE:

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. WVEMD defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

37 IMMIGRATION AND NATURALIZATION VERIFICATION:

The sub-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 Federal funds to verify that employees are eligible to work in the United States.

38 PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act that, as well as the desire of WVEMD, to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American-made.

39 PERSONNEL TRAINING:

For projects involving payment of personnel or overtime pay, the WVEMD reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant funded equipment must be provided, if applicable.

40 ACCOUNTING REQUIREMENTS:

Sub-recipient agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the sub-recipient's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, must be retained and be available for audit purposes.

41 OFFICE OF GRANT OPERATIONS FINANCIAL GUIDE:

Sub-recipient agrees to comply with all requirements as set forth in the Financial Guidance which governs this program.

42 EQUIPMENT:

Sub-recipient purchasing equipment with grant funds are required to adhere to the established bidding procedures for their respective units of government and or agencies. All equipment must have a primary function of being used in support the EMPG program.

43 MARKING OF EQUIPMENT AND PUBLICATIONS:

Sub-recipient will ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and WVEMD."

44 CERTIFICATION THAT BENEFITS WILL NOT BE DUPLICATED:

Sub-recipient certifies that reimbursement for the specific activities and costs in this application were not requested from The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act; FEMA Public Assistance; the EMPG Covid Supplemental sub-award; or another federal funding source. If they were requested, The Sub-recipient certifies that the other source has not yet approved the funding. Further, if the Sub-recipient does receive funding for the specific activities and costs in this application, they must notify the WVEMD and the relevant federal agency, and funding will be reconciled to eliminate duplication.

It is important to know that upon submittal your project application becomes a legal document. WVEMD or FEMA may use external sources to verify the accuracy of the information you enter. It is a violation of Federal law to intentionally make false statements or hide information when applying for EMPG. I certify that all information I have provided regarding the project application is true and correct to the best of my knowledge. I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain EMPG, it is a violation of Federal laws, which carry severe criminal and civil penalties.

Signature is required

45 Acknowledgement of the above conditions and assurances and signature by authorized official:

Printed Name and Title

Signature of Authorized Official

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

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

O.M.B. No. 1660-0025
Expires July 31, 2008

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). NOTE: Do not send your completed form to this address.

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 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "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 Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, 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 other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or 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 subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

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 a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public 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 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 of 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
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it 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 to 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 term of the statement; and

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

(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 the applicable FEMA awarding office, i.e., regional office or FEMA office.

(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 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 an 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)

Upshur County Commission
91 West Main Street
Buckhannon, WV 26201

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

Sections 17.630 of the regulations provide 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 FEMA funding. States and State agencies may elect to use a state wide certification.

Signature of Authorized Official: _____

Date: /

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
SEPTEMBER 1, 2022 - SEPTEMBER 15, 2022**

[illegible]

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
SEPTEMBER 16, 2022 - SEPTEMBER 30, 2022

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	
9/19/2022	8986	81541	DAHLHEIM, WILLIAM	5 COLLEGE AVE, BUCKHANNON, WV 26201	\$35,000.00	\$15.00		OL	20' X 40' CAMP	SELF	
9/19/2022	8987	9880	BROWN, NELSON	5848 HEASTON RIDGE RD, CRAWFORD, WV 26343	\$1,500.00	\$15.00		CC	32' X 8' PORCH	SELF	
9/22/2022	8988	11721	BLAKE, RITA	855 LEE GLASS RD, TALLMANSVILLE, WV 26237	\$400.00	\$15.00		CASH	8' X 6' STORAGE BUILDING AND 10' X 8' STORAGE BUILDING	SELF	
9/22/2022	8989	2109	POLING, ROGER AND PATRICIA	871 KESLING MILL RD, BUCKHANNON, WV 26201	\$9,500.00	\$15.00		CASH	REPLACE FENCE; METAL ROOF ON HOUSE	SELF	
9/23/2022	8990	271	MANNING, MARIA	2016 MUD LICK RD, BUCKHANNON, WV 26201	\$7,798.29	\$15.00		CHECK	RE-ROOF	DESIGN ROOFING & SHEET METAL, 900 INDUSTRIAL PARK RD, ELKINS, WV 26241	
9/23/2022	8991	8494	HOOVER, GARY	134 POTTERSTONE RD, BUCKHANNON, WV 26201	\$60,000.00	\$15.00		CHECK	24' X 24' ADDITION TO HOUSE	CHARLES R. SUDER, 394 RIVER CHURCH RD, BUCKHANNON, WV 26201	
9/23/2022	8992	7251	MURPHY, EVELYN	81 NORVELL DR, BUCKHANNON, WV 26201	\$32,000.00	\$15.00		CHECK	NEW ROOF ON HOUSE AND BUILD ROOF OVER DECK	CHARLES R. SUDER, 394 RIVER CHURCH RD, BUCKHANNON, WV 26201	
9/26/2022	8993	10885	LAMBERT, JUDY C	119 GRAPEVINE ST, BRENTON, WV 24818	\$1,200.00	\$15.00		CASH	8' X 12' STORAGE BUILDING TO REPLACE OLD BUILDING	SELF	
9/27/2022	8994	2154	BEAN, ALICIA AND DAVID	3426 KESSLING MILL RD, BUCKHANNON, WV 26201	\$25,000.00	\$15.00		CASH	NEW SIDING AND WINDOWS; PORCH OR DECK ON FRONT	SELF	
9/27/2022	8995	NEW	LAROSA, VIRGIL AND SANDRA	599 JARRETT DR, BUCKHANNON, WV 26201	\$600,000.00	\$15.00		CHECK	THREE BEDROOM SINGLE FAMILY HOUSE	SPOTLOE CONSTR, 663 SAGO RD, BUCKHANNON, WV 26201	
9/28/2022	8996	10041	ANDERSON, MARGARET	199 CANAAN RD, ROCK CAVE, WV 26234	\$7,807.83	\$15.00		OL	WALL REPAIR	JES CONSTRUCTION LLC, DBA BASEMENT AUTHORITY, 1807 W PIKE ST, CLARKSBURG, WV 26301	
9/28/2022	8997	6230	WEATHERHOLTZ, DAWN	2742 FRENCHTON RD, FRENCH CREEK, WV 26218	\$30,000.00	\$15.00		CHECK	24' X 48' POLE BARN	APPALACHIAN ROOFING & SHEET METAL LLC, 2742 FRENCHTON RD, FRENCH CREEK, WV 26218	
					TOTAL \$810,206.12	TOTAL \$180.00	TOTAL \$0.00				
					GRAND PROJECT TOTAL \$1,787,656.12	GRAND BP TOTAL \$420.00	GRAND FP TOTAL \$0.00				

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting <i>Regular Monthly Meeting</i>	Start Time <i>5:00 PM</i>
Date <i>Tuesday, October 4, 2022</i>	Place <i>P.S.D. Office</i> <i>133 Fallen Road, Buckhannon</i>

Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - September 6, 2022 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for October/bal of September Invoices	Vote

ITEMS FOR DISCUSSION

ARPA Agreement W/County	Vote
ARPA Procurement - Waugh Tank Overflow	
Fire Hydrant Replacement	
System Leak Survey	
Ridgeview Lane Engineer Study	

Update on Leak Line Surveys

Phase III Extension Project Update	Vote
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	
Master Meter Backf Flow	

Maintenance Report

 Leak Detection
 Winterizing

Personnel	Vote
Reviews	

Date & Time of November 2022 Meeting - Tuesday, November 1, 2022 @ 5:00 pm

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

Rough Draft Prepared by Office Manager September 16, 2022

Prepared by Board Chair and Office Manager September 26, 2022

Posted and Available to the Public on September 30, 2022

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, October 6, 2022**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/>. Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or drop box behind City Hall.

Please join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693>
You can also dial in using your phone: United States: +1 (571) 317-3112 Access Code: 443-910-693

A. Call to Order

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

B. Recognized Guests

- B.1 David L. Howell, CPA Audit Exit Conference FY Period Ending 06/30/2021
- B.2 Sadie Nichols- West Virginia Wesleyan College Student Senate Representative
- B.3 Robert Martino, Kati Boone & Pam Fabbriatore: Freedom Day USA Proclamation
- B.4 Upshur County Development Authority Executive Director- Jennifer Bostian,
UCCVB Executive Director- Laura Meadows & Director B-U Chamber of Commerce -Tammy Reger

C. Department & Board Reports

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Fire Chief- JB Kimble
- C.4 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 COB is Hosting the West Virginia Municipal League October 20th & 21st
City Council Meeting Rescheduled to Tuesday, October 18, 2022 at 7:00PM
- D.2 Trunk-or-Treat October 28, 2022 6:30-8:30pm at the Public Safety Complex
- D.3 Trick-or-Treat in City Limits Monday, October 31, 2022 6:00pm-7:30pm
- D.4 Flyer Boooockhannon-Community Halloween Events for the month of October
- D.5 Notice-Accepting Bids for On-Call Skilled Labor and Equipment Contractual Services
- D.6 Letter from FEMA RE: COB's Participation in the Community Assistance Visit
- D.7 Thank you Letter from the Upshur-Buckhannon Health Department for Use of Space at the Public Works Facility
- D.8 Proclamation Breast Cancer Awareness Month
- D.9 JCFilms Presents "In God's Time" -Filmmaking Scenes in Buckhannon
- D.10 Report of Cat & Dog Activity -Upshur County Commission-July 2022
- D.11 Smokin' Axe Corp- Zoning Form to ABCA
- D.12 Contract & Agreement COB & Gambill Amusements RE: WVSV Events 2023-2027
- D.13 Special City Council Meeting on Friday, October 21, 2022 at 1:00pm RE: Bid Opening Results On-Call Skilled Labor and Equipment Contractual Services
- D.14 City Hall Public Closure on Tuesday, October 11, 2022 due to Office Equipment Installation

E. Consent Agenda

- E.1 Approval of Minutes -Regular Meeting 09/15/22
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Approval Updated Employee Handbook
- F.2 Approval Contract with AT&T Cell Phone & Geotab Fleet Management Services
- F.3 Approval Agreement with i3 Verticals Company DBA Court Solutions for Online Payment for Municipal Court Citations
- F.4 Approval to Advertise to Accept Bids for a Fire Department Life Pak 15 Heart Monitor
- F.5 Draft Ordinance No. 461 Stockert Youth & Community Center Membership Discussion & To Direct for 1st Reading At the next meeting
- F.6 Draft Ordinance No. 462 Parking Enforcement of Parking Wheel Boot Discussion & To Direct for 1st Reading at the next meeting
- F.7 Approval Resolution 2022-07 Upshur County School Levy Support
- F.8 Event Request & Street Closure-Madison Street: Sweet A Licious-Fall Family Fest- October 22, 2022 5pm-9pm
- F.9 Approval Recommendation from the Revenue Review Committee & the Utility Boards Employee Pay Increases

G. Comments and Announcements

- G.1 Pamela Bucklew
- G.2 David McCauley
- G.3 Jack Reger
- G.4 David Thomas
- G.5 C J Rylands
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

Posted 10/03/2022

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

May 27th, 2022 at 10:00 am

At James W. Curry Public Library

Call to Order: The meeting was called to order at 10:13 am by Erv Lake

Roll Call: Present: Lori Harvey Ulderich, Tink Lewis, Erv Lake, Tabatha Perry

Absent: Patricia Tolliver, Sara Collins, Shanna Collins

Guests: Terry Cutright, Rhett Dusenberry, Nate Kennedy,

Staff: Jonathan Freeman, Judith Williams

Public Comment Period:

Rhett Dusenberry Offered help and best wishes for the coming year. Congratulated Tabatha on her new position.

Terry Cutright raised several questions about the mud bog event held in the past on Brooks Hill: Who held the mud bog (Library/Community Building); since there was a good draw, why did it stop (liability)? Terry will contact Jim Crouse to further research history and feasibility.

Erv initiated a discussion about solutions to the recent school shooting in Texas and creating an airlock type of security screening. Full assessment of the event is to follow per Rhett Dusenberry. Erv felt gun control is not going to work and this problem goes back to parenting. Lori suggested Erv talk to the super intendent of schools and the school board about possibilities and concerns as you can levy in your county for school security.

A motion for approval of October 27th, 2021 minutes and March 23rd, 2022 minutes was made by Lori and seconded by Tink; motion passed.

Staff Report

Park: Long winter, massive mechanical failure (tractor was my fault). Middletown will not guarantee work. Requires recalibration. Requires franchise license to work on John Deere. New computer (\$1000) to replace, \$1000 from Middletown to install. Computers can be rebuilt. Going to wait to see how the rebuild goes on a Ford and decide which way to go from there. During a planned power outage the Generac died (2013) Crites is coming to look at it next week. Oil changed regularly, seems to be throttle control mechanism. Camping has been busy this year, 7 this weekend, 12 for bluegrass. We make accommodations above the 18 regular and 3 primitive. Terry asked about approaching Fulton for funds for repair. ARPA grant should be clearer mid-June if everyone is willing to wait a little longer.

James W. Curry Library/Park Advisory Board Meeting MINUTES

Library: Fairly uneventful. Attendance is approaching numbers similar to past years. Currently have 2 successful programs running. The summer reading program is being split into 2 groups to accommodate the older children who would otherwise be aging out. Shanna Collins will be leading their group in a book club format. There are plans to sell quilt tickets at the Blue Grass Festival throughout the day. Working toward the SVFD Hayride and Haunted Story Trail.

Timber: Still growing well. Originally marked 32 acres (14 years ago), could add 3-4 acres or more due to Maple growth. Some logistical issues will need to be addressed due to gas right of ways

Review/Report

Old Business:

Tractor repair was already addressed in Park Staff Report

New Business:

Personnel Layoff – Advisory Board went to Executive Session to discuss necessary layoff. Tink moved to end the session after discussion, Lori seconded the motion. Motion passed.

Hours of Operation Update: The new hours of operation as approved by the County Commission were discussed. Carrie made schedule adjustments in light of the rising gas prices. Re-evaluation of the schedule and hours may need to be made at the end of summer.

Erv read a letter indicating his intention to resign from the Advisory Board at the end of this year's meeting season. He made clear he no longer wishes to be involved as chair, member, or as Santa for the Library Christmas program. He indicated that after 9 years of service he felt the board is no longer relevant and that he has contributed all he can. Tink cited protocol requiring the letter to be on the agenda for the upcoming meeting before it could be accepted.

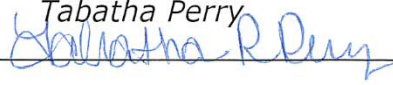
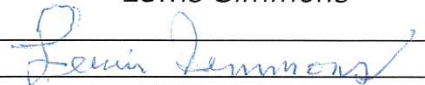
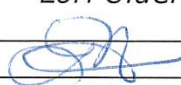


Rescheduling of August and October Advisory Board Meetings: Due to the lack of a quorum no motion could be entertained.

Upshur County American Rescue Plan Act Fund Approval: Due to the lack of a quorum no motion could be entertained.

Further discussion ensued regarding the state of negotiations with Fulton Financial with regard to the trust. The lawyer indicated that the trust was established in Maryland and we have to hire an attorney in Maryland to deal with the trust. There was some discussion about the disposition of funds if the library were to close. Erv contributed his thought based upon his understanding of the reading of the will.

Lori made a motion to end the meeting, Tabatha seconded: motion passed.

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

<i>Ervin Lake</i>	<i>Tabatha Perry</i> 
<i>Lewis Simmons</i> 	<i>Patricia Tolliver</i>
<i>Lori Ulderich Harvey</i> 	<i>Sara Collins</i>
<i>Shanna Collins</i> 	<i>Lisa Lamb</i> 

The July 26, 2022 meeting of the Upshur County Emergency Telephone Advisory Board was called to order at 3:00pm. Present were Rolenson, Tenney, Burnside, McKisic, Wachob, Perry and Wykoff. Absent was Elmore.

The minutes of the previous meeting were approved as presented.

Wachob made the Directors report.

1. Updated everyone on the Microwave Project. Looking for some more detailed price quote from Motorola. Perry advised that one more chance for Motorola to come to the table will be given and then other avenues may be approached. It was noted that the grant was extended through December 2023.
2. IPAWS training has been happening to move away from WENS to Nixle. One open position on night shift is available and interviewing at present. Wachob will be off beginning shortly.
3. Computerized EMD software was reported on.
4. She also reported on 988 phone number for mental health help push out beginning July 15th happened.

Meeting adjourned 3:24 pm.

A handwritten signature in black ink, appearing to be 'R. Wachob', is located at the bottom center of the page.

UPSHUR COUNTY SOLID WASTE AUTHORITY
BOARD OF DIRECTORS MEETING -MINUTES

Monday, August 8, 2022

Vice-Chair Jackie McDaniels 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 August 8, 2022.

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

The minutes of the July 11, 2022 meeting had been previously sent to the members. Paula made a motion to approve the minutes. Seconded by Mary Motion carried.

The Financial Reports for July were presented by the Treasurer. Register reports for the four bank accounts with First Community Bank covering July 2022 were presented. The ending balances for the accounts are as follows:

	<u>June</u>	<u>July</u>
• REAP Account	\$2,115.35	\$2,053.30
• SWMB Account	\$ 100.00	\$ 100.00
• Money Market Account	\$19,571.96	\$19,572.46
• Operating Account	\$21,044.21	\$23,680.96

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

Belinda reported on receiving the 2023 SWMB Grant, her efforts to create the SWMB Final Report, receiving the Small Government Monitoring Program Report, setting up the next Paper Shred Event with Sunrise Sanitation and a bad leak in the bathroom, about which she had been reporting to the Transfer Station staff.

The 2022 Financial Report was presented for review. Mary moved that the UCSWA approve the 2022 Financial Report. Seconded by Paula. Motion carried.

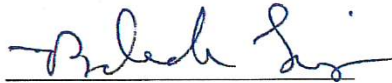
Belinda had been in contact with Sunrise Sanitation and set the date for the next Paper Shred Event for Saturday, September 24th from 9:00 a.m. to 12:00 noon. Mary moved to approve this event. Seconded by Scott. Motion carried.

Paula moved to direct Belinda to submit the Final Report for the SWMB Grant 2022. Seconded by Scott. Motion carried.

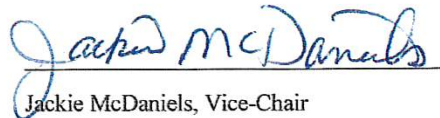
Paula moved to suspend the Bounty Program until the Board can revise a strategy to increase school participation. Seconded by Mary. Motion carried.

With no further business, the meeting was adjourned at 5:04 p.m.

Respectfully Submitted:



Belinda Lewis, Director



Jackie McDaniels, Vice-Chair

(Signature copy to be maintained in the UCSWA Office.)

Upshur County Solid Waste Authority

DIRECTOR'S REPORT— Belinda Lewis

Period from July 12 through August 8, 2022

Activities included:

- Prepared and distributed by email the minutes of the 7/11/22 meeting.
- Checked 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 \$ \$2,025.90, \$350.74 and \$160.11.
- After the July 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 July. 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 August meeting. (A lot of them)
- Prepared agenda and packets for August 8th 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 July 11th meeting and sent copies to the Board Members.
- Sent weekly email updates to the Board Members.
- Received approval of the SWMB 2023 Grant.
- Received Small Government Monitoring Program report.
- Prepared the Final Report for the SWMB Grant 2022 and contacted Scott Norman with several questions.
- Cleaned up leak in the office bathroom (more than once) and contacted BJ about it.
- Contacted Sunrise Sanitation about the September Paper Shred Event.

Thanks—Belinda