

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 5, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - September 21, 2023
- 10:00 a.m. Public hearing to consider evidence related to the possible closure of an unused travel way identified on the Ballah View Addition. This application has been submitted by Cornerstone Community Church per WV Code §7-1-3h. Page 4
- 1:00 p.m. Meeting with Buckhannon City Council regarding property matters.
Item may lead to Executive Session per WV Code §6-9A-4

Items for Discussion / Action / Approval:

1. Review and signature of Renewal Agreement between the Upshur County Commission and Quality Home & Office Cleaning for janitorial services. Per the renewal clause, Owner and Contractor agree all terms set forth in the Agreement dated October 14, 2021 are in full force and effect for another one-year period effective November 1, 2023 and continuing through October 31, 2024. Owner shall pay the Contractor no more than the sum of \$40,664.40 for the outlined general janitorial services. * Pages 5-10
2. Consider approval of a Property Use Agreement renewal between the Upshur County Commission and the Upshur County Youth Soccer Association Inc. to lease the 13.84-acre Wellness Complex Property located on Brushy Fork. A Certificate of Liability insurance has been received. * Pages 11-20
3. Consider selling a tract of land located in the town of Selbyville, Banks District, Upshur County, to the Selbyville Volunteer Fire Department. The property is more particularly described in the description of survey prepared by William Malcomb dated 8/3/2023. * Page 21
4. Consider a request from Senator Robert L. Karnes for a one-time financial contribution of \$1,000 to support a USDA project to erect a high tunnel at Buckhannon-Upshur Middle School. * Pages 22-23
5. Approval of Requests for Bids and Minimum Vehicle Specifications for one truck for the Upshur County Maintenance Department. Sealed proposals must be received no later than 4:00 p.m. on Wednesday, November 1, 2023 at the Administrative Annex located at 91 West Main Street, Suite 101. Bids received by the deadline will be publicly opened, reviewed and read aloud by the Commission on Thursday, November 2, 2023. * Pages 24-25
6. Review and signature of the Upshur County Fire Board, Inc. incentive for Tax Deputies who process Fire Fees collected in the Sheriff's Office. This supplement will begin with the first pay period in October and will be contingent upon an annual review each year. *

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

Under separate cover

7. Approval of Lewis-Upshur Animal Control Facility volunteer:
 - a) Brianna Pearson* [Under separate cover](#)
8. Consider reappointment of Jacob Mills as community representative to the Buckhannon Upshur Parks and Recreation Advisory Board. Upon approval, the term will be effective immediately through June 30, 2025. * [Under separate cover](#)
9. Consider appointment of Randy Kirchberg as County Representative to the vacant seat on the Upshur County Farmland Protection Board. Upon approval, the term will be effective immediately through June 30, 2027. * [Under separate cover](#)
10. Consider resignation of two employees. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
11. Approve retirement of an employee. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
12. Approval of an advertisement for a full-time Deputy Clerk-Bookkeeper in the Upshur County Clerk's Office. Applications received by 4:00 p.m. on Friday, October 27, 2023 will be reviewed; however, applications may be considered until position is filled. * [Page 26](#)
13. Correspondence from Tabatha R. Perry, County Administrator, requesting the part-time employment of Ashley Runyon and Joan McDaniels as James W. Curry Library Attendants, effective October 8, 2023. Upon approval, each employee will work no more than 19.5 hours per week. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
14. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Correspondence from Governor Jim Justice announcing the first allocation of funds from the All County Fire Protection Fund established from Senate Bill 1021 passed on August 8, 2023 by the West Virginia Legislature. [Pages 27-36](#)
2. Upshur County Sheriff's Financial Statement for period ending August, 2023. [Pages 37-38](#)
3. Memorandum from Mary A. Hatfield, Assistant Director of Justice and Community Services notifying entities effective October 1, 2023 all federal grant funds administered by the Justice and Community Services (JCS) Section will be issued to subrecipients on a monthly, reimbursement-only basis. [Pages 39-40](#)
4. Memorandum from Mary A. Hatfield, Assistant Director of Justice and Community Services, outlining the procedures for compliance in reporting requirements found within WV Code §12-4-14 also known as the West Virginia Grant Transparency and Accountability Act. [Pages 41-42](#)
5. Upshur County Mileage Reports – August, 2023
 - Addressing and Mapping [Page 43](#)
 - Dog Pound [Page 44](#)
 - Emergency Management [Page 45](#)
 - Maintenance [Pages 46-48](#)
 - Parks & Recreation [Page 49](#)
 - Sheriff [Page 50](#)

- Upshur 911

Page 51

6. Public Notices:

a) Newsletters and/or Event Notifications:

- None

b) Agendas and/or Notice of Meetings:

- | | | |
|---|------------------|---------|
| • Upshur County Youth Camp Board | August 17, 2023 | Page 52 |
| • Elkins Road Public Service District | October 3, 2023 | Page 53 |
| • Upshur County Safe Structures and Sites | October 12, 2023 | Page 54 |
| • Upshur County Farmland Protection Board | October 17, 2023 | Page 55 |

Meeting Minutes:

- | | | |
|---------------------------------------|-----------------|-------------|
| • Upshur County Solid Waste Authority | | |
| o Board Minutes | August 14, 2023 | Page 56 |
| o Director's Report | August 14, 2023 | Page 57 |
| • Upshur County Fire Board Meeting | August 15, 2023 | Page 58 |
| • Upshur County Youth Camp Board | August 17, 2023 | Pages 59-60 |

c) Meetings: ***Dates and times of monthly board meetings are viewable at:**

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.

7. Appointments Needed or Upcoming:

- None

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or chughes@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

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

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission

October 19, 2023 --- 9:00 a.m.

Upshur County Courthouse Annex

The meeting scheduled for October 12th, 2023 has been cancelled.

Public Notice

Hearing to Consider Evidence Related to the Possible Closure of an Unused Travel Way identified on the Ballah View Addition plat as Buckhannon Avenue, located north off Ballah Street and running in a north-eastern direction to a private driveway known as Private Lane on the 911 Addressing and Mapping project, in the Buckhannon District of Upshur County, West Virginia

The Upshur County Commission will conduct a public hearing at **10:00 a.m. on Thursday, October 5, 2023** to consider evidence related to the possible closure of an unused travel way identified on the Ballah View Addition plat as Buckhannon Avenue, located north off Ballah Street and running in a north-eastern direction to a private driveway known as Private Lane on the 911 Addressing and Mapping project, in the Buckhannon District of Upshur County, West Virginia. The public hearing will be conducted in the **Commission Meeting Room (301) in the Courthouse Annex, 38 West Main St., Buckhannon, WV 26201**. A map of the alley in question can be requested via email to tperry@upshurcounty.org or via telephone at 304-472-0535 x.2.

Trustees of the Cornerstone Assembly of God
d.b.a. Cornerstone Community Church

Renewal Agreement Between Owner and Contractor
On the Basis of a Stipulated Price

Date: October 5, 2023

THIS RENEWAL is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Quality Home & Office Cleaning ("CONTRACTOR") for janitorial services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree **all terms** set forth in the Agreement dated October 14, 2021 are in full force and effect for another one-year period effective November 1, 2023 and continuing through October 31, 2024.

The following documentation shall be provided to the Owner immediately. Updated documents must be received by the Owner prior to expiration of the policy or renewal of the Agreement each year that the Agreement remains in effect.

- Certificate of Insurance with at least \$1,000,000 in general liability coverage.
- Surety Bond
- Affidavit of Non-Collusion
- Contractor's Certification of Eligibility

Any person(s) assigned to perform tasks within the agreement on behalf of the Contractor will be required to submit to an applicant background check and NCIC background check (E-911 Center only). Initial background checks conducted at the time of contract signing and during the first 30 days will be paid for by the Upshur County Commission. Additional background checks initiated after the first 30 days of the commencement of the contract will be invoiced to the Contractor or credited to the next invoice for services. Employees shall not begin work until after a satisfactory background check result is received.

Owner shall pay the Contractor upon completion of all work no more than the sum of forty thousand six hundred sixty-four dollars and forty cents (\$40,664.40) for general janitorial services outlined on pages 3 and 4 of this Renewal. Additional services, more frequent cleanings and/or additional locations are not included in this price.

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated October 4, 2021. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.

- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

This Renewal will be effective on the 5th day of October, 2023.

OWNER:

County Commission of Upshur County

By: _____
 Name: Kristie G. Tenney
 Title: Commission President

Attest: _____

Address for Giving Notices:

Office of the Upshur County Commission
 91 W Main Street, Suite 101
 Buckhannon, WV 26201

Telephone: 304 / 472.0535
 Facsimile: 304 / 473.2802

Greg Harris, Facility Supervisor
(304) 613-1801

CONTRACTOR:

Quality Home & Office Cleaning

By: _____
 Name: L. Jane Cutlip
 Title: Owner

Attest: _____

Address for Giving Notices:

34 Boggess Street
 Buckhannon, WV 26201

Telephone: (304) 644-6476
 Facsimile: N/A

**Upshur County Commission
Janitorial Services Contract**

SCOPE OF WORK

The Upshur County Commission will provide all cleaning agents, paper products, and equipment necessary to complete these tasks. Any person(s) assigned to perform these tasks on behalf of the Contractor will be required to submit to an applicant background check and NCIC background check (E911 Center only).

Daily Objectives:

The following tasks are to be completed each day services are rendered:

- Cleaning & sanitizing all counters, sinks, door handles, toilets and shower stalls (where applicable)
- Clean and disinfect all waiting area/reception/conference area seats and furniture
- Sweep/mop all hard surface floors
- Vacuum all carpet and rugs
- Restock paper towels, toilet paper, hand soap, sanitizing cloths
- Remove and dispose of all trash and recyclables; replace all trash liners
- Windex all glass doors, partition windows and mirrors
- Clean and polish drinking fountains
- Shut off all interior lights
- Close and lock all designated interior doors
- Ensure all exterior doors are properly closed and locked
- Report any maintenance needs to the Facilities Director, such as damaged tiles, loose door knobs, broken toilet seats, etc.

Bi-monthly Objectives:

- Dust all shelves, vents, ledges, electronics, pictures, wall hangings, etc.
- Clean interior windows, blinds and windowsills
- Clean all baseboards to remove dust, spots and splash marks
- Remove cobwebs, spots, stains and marks from walls, doors and door frames
- Inventory all cleaning agents and paper products; order materials through an approved vendor in coordination with the Facilities Director.

The buffing/polishing of the tile floor areas in the Courthouse is to be completed on a semi-annual basis or when requested by the Upshur County Facilities Director or his/her designee:

Throughout the contract period, a bi-monthly walk-through will be conducted with the Contractor and Facilities Director or his/her designee.

Janitorial closets are provided for the use of the contractor in conjunction with the other housekeeping staff employed by the Commission. The Contractor shall maintain these spaces so they are clean, orderly, safe and free of fire and health safety hazards. These areas shall be secured when not in use.

This specification covers janitorial services for the following locations on the specified days:

1. E-911 Communication Center located at 181 Pallottine Drive – Weekly on Tuesday and Friday during the evening hours
2. Upshur County Administrative Annex / WVU Extension Office Building located at 91 West Main Street – Weekly on Tuesday and Friday
3. Upshur County Courthouse located at 40 West Main Street – Monday through Friday beginning at 3 p.m. in the County Clerk / Bookkeeping Office and continuing through the evening hours after the Courthouse is closed.
4. Additional properties may be included on an “as needed” basis at which time a monthly price will be negotiated between the Contractor and the Upshur County Commission.

<u>Location</u>	<u>Monthly Price</u>	<u>Initial</u>
E-911 Communication Center (twice a week)	\$ 446.00	_____
Administrative Annex/WVU Extension (twice a week)	\$ 446.00	_____
Upshur County Courthouse (five days per week)	\$ 2,496.70	_____
Total Monthly Price	\$ 3,388.70	_____

Contractor's Certification of Eligibility

The contractor certifies, by acceptance of this contract and signature on the agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department / agency or any state department / agency.

In addition, the contractor certifies, by acceptance of this contract and signature on the agreement, that no debt in an amount greater than one thousand dollars (\$1,000) is owed to the state or any political subdivision thereof (WV Code §5A-3-10a) and is eligible for the award of this contract.

My signature below indicates and certifies that this information is true and complete to the best of my knowledge and I fully understand the Owner may take appropriate action for making a false statement.

Please Print Name of Firm; and Name and Title of Individual Signing Certification

Signature

Date

Affidavit of Non-Collusion

Upshur County, WV

Janitorial Contract

State of _____
County of _____

I, _____ (name and title) representative for
_____ (vendor) being duly sworn does depose, say and certify :

Said vendor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Janitorial Contract in Upshur County, WV.

Vendor

Name and Title of authorized representative

State of _____
County of _____

The foregoing affidavit was acknowledged before me this ____ day of _____, 2023
by _____ representative for _____.

Notary

Commission expiration date

(seal)

Property Use Agreement between the Upshur County Commission and the Upshur County Youth Soccer Association Inc.

This Use Agreement made and entered into this 5th day of October, 2023, by and between the UPSHUR COUNTY COMMISSION, hereafter referred to as the "Commission," and UPSHUR COUNTY YOUTH SOCCER ASSOCIATION, INC., hereafter referred to as "User."

In consideration of the mutual promises and agreements contained herein, the Commission and User agree to the following terms and conditions:

The Commission hereby leases to the User, for the sum of \$1.00 per year, that certain parcel of land containing 14.298 acres more or less, and known as the Wellness Complex located on Brushy Fork Road in Buckhannon Corporation, Upshur County, West Virginia, which parcel of land is identified on the attached aerial depiction of the property [Attachment A] and the attached tax map depicting the parcel as the combination of Tax Map parcels 34/1 and 34/2 [Attachment B].

The User is granted the right to possess the described real estate solely for the purpose of developing the land into playing fields and facilities for Upshur County Youth Soccer program. The User is also authorized to permit usage of the property for other organized recreational and sports purposes, under the following guidelines:

- a. The User shall not charge for the usage of the property other than actual expenses; and
- b. The User shall not permit any sports program to use the property in violation of any of the terms of this Agreement, including those related to insurance and safety; and
- c. Any additional use of the property by any other recreational or sports organization will be scheduled by the User; and
- d. The property will be open to the public during times designated by the User.

The term of this Agreement shall be for a period of three (3) years beginning on the date upon which this agreement is fully executed. Provided that the User is not in default in the performance of this lease, the User will have the option to renew this Agreement in three (3) year increments commencing at the expiration of the initial lease term. Prior to the end of the three (3) year lease term, the agreement can be terminated only under the following conditions:

1. The User can terminate its rights under this Agreement upon providing the Commission thirty days' notice. If this Agreement is so terminated, the User may remove any of its property that is not permanently affixed to the real estate by the end of the thirty days, unless the period for removal of property is extended in writing by the Commission.
2. The Commission can terminate this Agreement only if:
 - a. the Commission has a need for the property, unforeseen at the time this Agreement is entered, to meet a public purpose which is of high priority and cannot be met by other assets of the Commission. In that event of a termination under this sub-paragraph, the Commission will

reimburse the User for the costs of improvements discounted by the period of time the User had the benefit of the use of the improvements. [For example, if there is one year left of the three-year period at the time of termination under this sub-paragraph, the Commission will reimburse the User for 33% of its actual costs in creating the improvements.], or

- b. the User fails to maintain the insurance required by this Agreement, or
- c. the User permits unlawful or unreasonably dangerous conduct on the property, or
- d. the User falls more than sixty days delinquent in paying its obligations related to the property, such as in the payment of utility bills, or
- e. the User fails to maintain the property, this includes mowing and trimming the entire area on a regular basis, or
- f. the User permits such conditions upon the property as to constitute a danger to the welfare of the public.

In the event the Commission terminates this Agreement under paragraph 2, the Commission will designate a period of no less than thirty days during which the User can remove its personal property.

Upon termination of this Agreement, the Commission will not be responsible for payment to the User for any improvements made to the premises by the User, its contractors, or subcontractors other than as expressly provided in this written Agreement.

The User will be responsible for any and all improvements made to the property, including but not limited to grading, construction of facilities necessary for soccer playing fields, extension of utilities to the site, payment of such utilities' installation and usage (payment of any utilities associated with the improvements herein shall be borne solely by the User), and any other construction necessary for the creation of adequate facilities for the User's activities. The User is required to obtain a building permit from the City of Buckhannon prior to any site preparation and construction taking place. In addition, if any man-made improvements, including the placement of any fill material, are proposed for the site, then the User will be required to adhere to the requirements of the City of Buckhannon's Floodplain Ordinance (Ordinance No. 353) and other floodplain requirements, that may be in effect. For additional information, please contact the City of Buckhannon's Certified Floodplain Manager at 304-472-1651. The Commission reserves the right to approve all plans for construction and the naming of the property prior to such construction or naming is implemented. It is the responsibility of the User to properly maintain the property and facilities so constructed at all times.

If the User fails to properly maintain the property, the Commission reserves the right to include this property in the grounds keeping contract that is entered into during the month of March. The User would then be responsible for reimbursing the Upshur County Commission for the charges incurred to mow and trim this particular property. All contractors or subcontractors performing work on the property, whether paid or in a form of donation, must also provide a certificate of liability insurance and proof of worker's compensation coverage to the Commission prior to work being performed.

The User agrees to hold the Commission harmless with regard to any and all liability that might be

incurred as a result of injury to any person or property on the aforementioned premises. The User further guarantees that it will carry liability **insurance** for the term of this Agreement and any extensions thereof, in the amount of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate, and the User shall list and endorse the Commission, its Commissioners, employees and agents as additional insureds on such policy. As a prerequisite to the use of the property by other approved users, such users are required to carry the same amount of liability **insurance** laid out above, and each such organization shall list and endorse the Commission, its Commissioners, employees and agents as additional insureds on such **policy** on such policy.

It is further agreed that the User will not sublease the aforementioned properties and that the facilities constructed thereon to any other individual or organization without prior written approval of the Commission.

This Agreement contains the entire contract between the Commission and the User. Any modifications must be mutually agreed upon and must be put in writing and endorsed by both parties as an addendum to **this** Agreement.

The officers signing this Agreement for the Upshur County Youth Soccer Association personally certify by so doing that the Board of Directors has formally approved this contract and **have** accepted corporate liability under the terms of this Agreement.

In witness thereof, the Commission and User have executed this Agreement on the ____ day of _____, 2023.

UPSHUR COUNTY COMMISSION:

UPSHUR COUNTY YOUTH SOCCER

Commission President

Chairman

Commissioner

Vice – Chairman

Commissioner

Date

Date

Certificate of Acknowledgement

State of West Virginia, County of Upshur

The foregoing Property Use Agreement was acknowledged before me on the ____ day of October 2023 by

My commission expires: _____

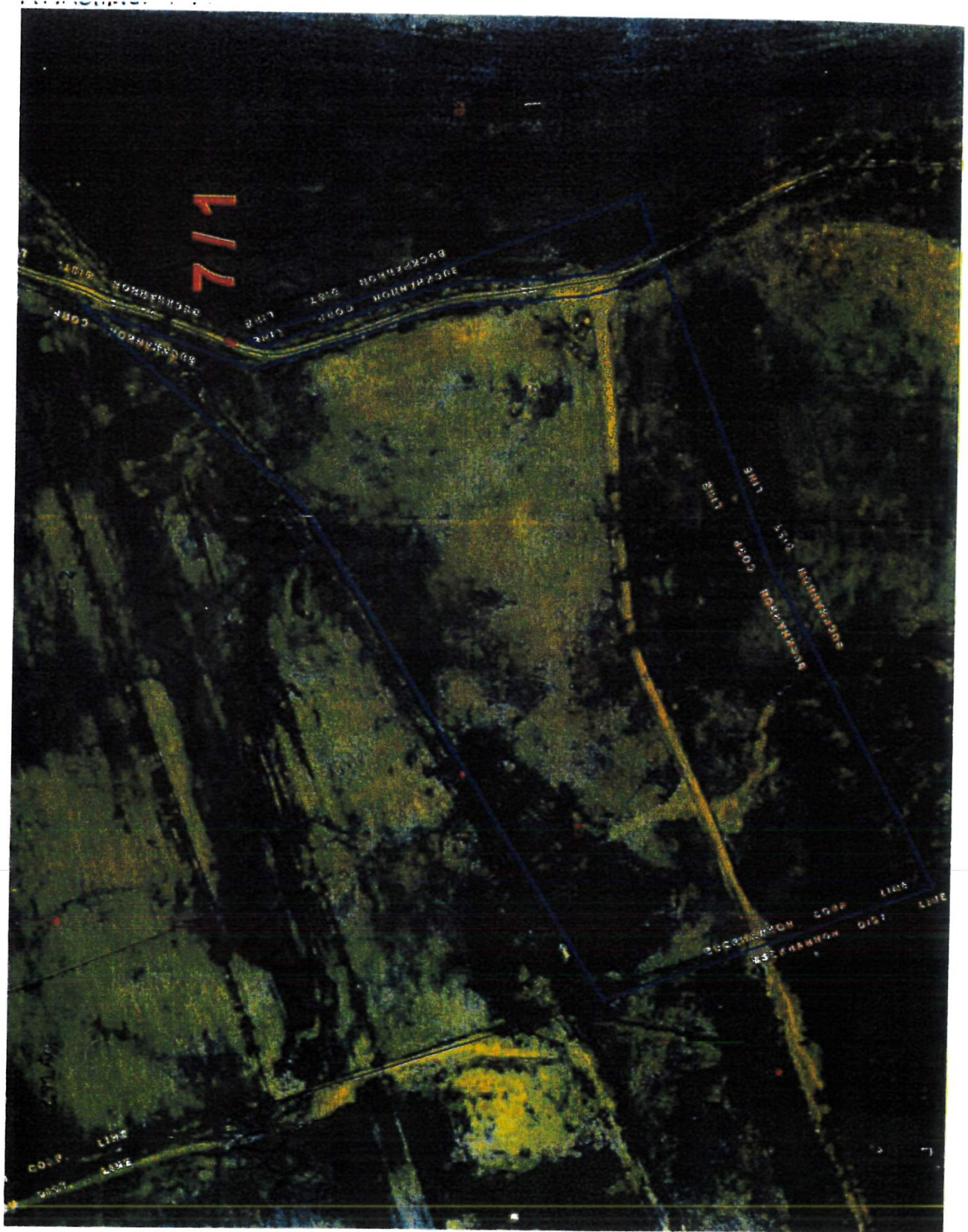
Notary Public

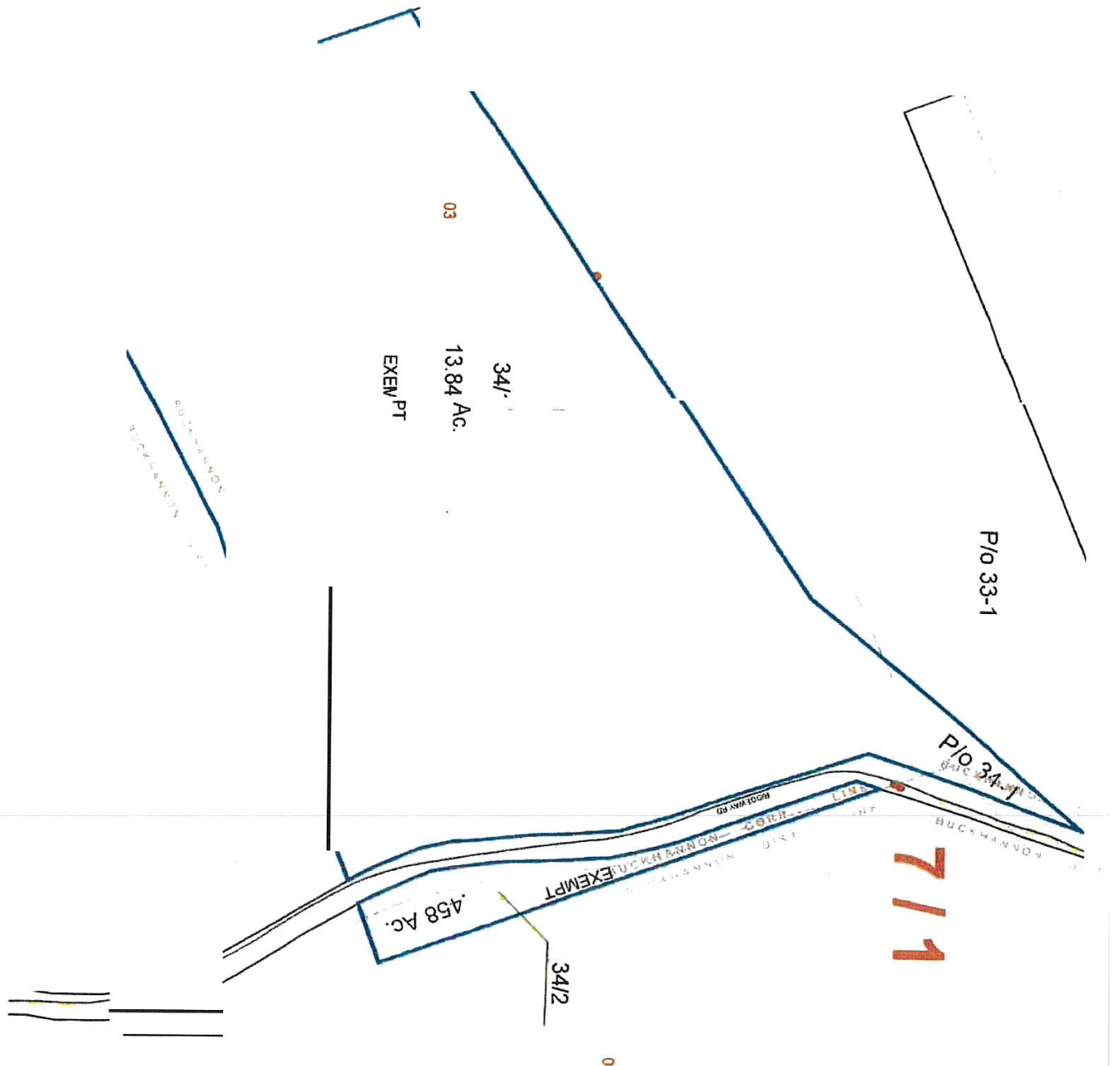
State of West Virginia, County of Upshur

The foregoing Property Use Agreement was acknowledged before me on the _____ day of October 2023 by

My commission expires: _____

Notary Public







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401		CONTACT NAME: PHONE (A/C, No, Ext): 612-345-9683 FAX (A/C, No): E-MAIL ADDRESS: certificates@playershealth.com	
INSURED West Virginia Soccer Association 196 Joe L Smith Dr Beckley WV 25801		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company NAIC # 10120 INSURER B: Great American Insurance Company 16691 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 75946

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PER EVENT	Y		SI8ML03110-231	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8ML03110-231	9/1/2023	9/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0			SI8EX01749-231	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	E426844-02	9/1/2023	9/1/2024	PER INJURY LIMIT \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of:

Upshur County Youth Soccer
League games

CERTIFICATE HOLDER

CANCELLATION

Upshur county County Commission 91 W Main Street Suite 1 Upshur County Wellness Complex WV 26201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: SI8ML03110-231

COMMERCIAL GENERAL LIABILITY
ECG 20 600 05 09

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

POLICY NUMBER: SI8ML03110-231

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: SI8ML03110-231

COMMERCIAL GENERAL LIABILITY
ECG 24 520 04 02**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT – OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

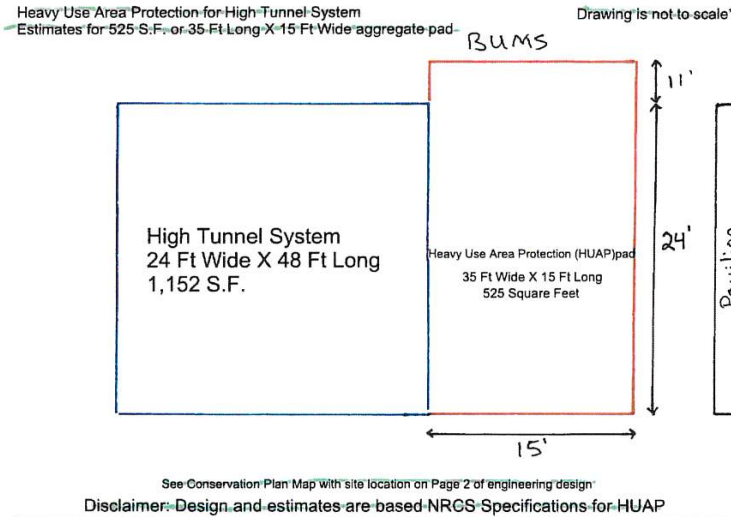
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.



PLAN VIEW

Aggregate

Aggregate shall be crushed gravel or stone and conform to the quality and gradations of ASTM C-33 or AASHTO M-43.

Base aggregate shall be no smaller than #57 coarse aggregate.

To accommodate livestock foot traffic, two (2) inches of surface aggregate will be placed over the 6 in. of base aggregate. Crusher Run is an acceptable surface treatment. Gradation for surface aggregate shall be no larger than #57 coarse aggregate.

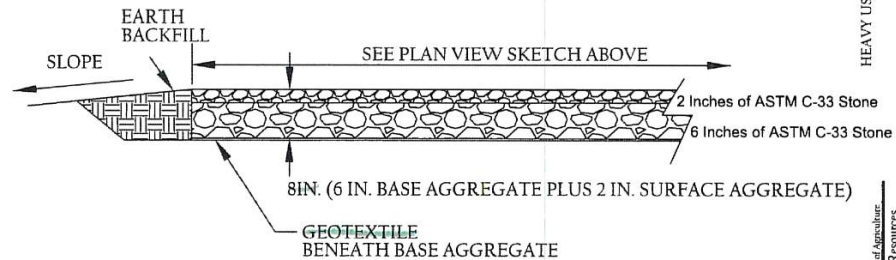
If no surface treatment is required, the thickness of the base aggregate shall be increased to 8 in.

Construction Fabric

Geotextile shall be woven Class IV material. See Table 1 in Construction Specification 795 for fabric requirements.

Acceptable fabrics include but are not limited to: GeoTex 200ST, Mirafi 500X and Thrace-Linq GTF 200S. These are some of the most commonly available fabrics but others may be used pending approval.

- **CONSTRUCTION NOTES****
1. All topsoil and organic material shall be removed from pad surface prior to placement of geotextile fabric or stone aggregate.
 2. Topsoil shall be stockpiled to be spread over spoil after excavation of subgrade.
 3. All disturbed areas shall be seeded and mulched according to NRCS specifications.
 4. The moisture content of the fill prior to compacting must be suitable to form a hand held ball that does not break apart.
 5. Fill shall be placed in uniform horizontal layers of a maximum thickness of 9 inches prior to compaction.
 6. Each layer of the fill will be uniformly compacted by a minimum of 4 passes of rubber tired equipment with a minimum wheel load of 4000 lb. Additional compaction or soil stabilization may be necessary for terraced fills.
 7. Geotextile fabric shall be overlapped a minimum of 18 inches.
 8. No compaction of aggregate is required beyond placing and spreading.
 9. Seed and mulch all disturbed areas to permanent cover as specified-See Constr. Spec 706.



CROSS SECTION

Alternate Surface materials: 3/4 Inch Crusher Run, #57 Stone, #67 Stone. 3 Inch CR may be used for a min. 8 Inches

QUANTITIES *Based on NRCS recommendations*			
MATERIAL	TYPE	ESTIMATED	AS BUILT
6 in. Aggregate Base (tons)	#1, #3	17 TONS	
2 in. Surface Treatment (tons)	1.5 Inch CR	8.3 TONS	
Geotextile (sf)	Woven, Class IV	525 S.F.	

File No.
561
Drawing No.
HUAP - AGG.
Sheet 1 of 1

HEAVY USE AREA PROTECTION - AGGREGATE
FIELD SHEET
WEST VIRGINIA NRCS
Buckhannon-Upshur Middle School-Upshur County
Rock/Gravel on Geotextile-HUAP

Designed
Checked
Approved
Cost Check

Tyler Putzulu

United States Department of Agriculture
Natural Resources
Conservation Service
NRCS



Request for Bids

Maintenance Department - Truck

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced purchase for the Upshur County Maintenance Department. Minimum specifications for bid are available upon request to chughes@upshurcounty.org.

The Upshur County Commission reserves the right to award the bid for the vehicle based upon certain criteria, including but not limited to, submitted bid price, estimated time of completion, proximity to the Upshur County Courthouse, references and/or any other factor determined to be in the best interest for the purchase of the vehicle.

Bids shall be per unit (1 vehicle) price. The Upshur County Commission reserves the right to purchase additional units, of the same model year and specifications, throughout the fiscal year (July 1 – June 30). By submitting a bid, the successful vendor agrees to hold the bid price for future purchases during the fiscal year.

**Any and all sealed bids must be received no later than 4 p.m. on
November 1, 2023 at the following address:**

Office of the Upshur County Commission
Sealed Bid – Maintenance Truck
91 W Main Street, Suite 101
Buckhannon, WV 26201

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, November 2, 2023.

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

Publish 10/11/23 and 10/18/2023

VEHICLE MINIMUM SPECIFICATIONS

Maintenance Department – Truck

- 4WD System
- 2.7 L V6 EcoBoost Engine
- Exterior / White
- 145" Wheelbase
- Rear Back-Up Sensing System and Camera
- Transmission / Auto with Towing Package
- 3.73 Electronic Lock RR Axle
- Integrated Trailer Braking System and Trailer Sway Control
- Class IV Trailer Hitch
- Extended Range 36 Gallon Fuel Tank
- Cruise Control
- Power Door Locks
- Power Steering
- Airbags
- Running Boards
- Air Conditioning
- Tire Pressure Monitoring System
- Seating for 5-6 persons with 4 opening doors
- Warranty / 5 Years – 60,000 Miles on Powertrain

DEPUTY CLERK – BOOKKEEPER
Upshur County Clerk

The Upshur County Clerk is accepting applications for a Deputy Clerk - Bookkeeper. This is a full-time benefited position. The salary will be based on experience and education. Responsibilities include, but are not limited to the following: general Deputy Clerk duties, payroll administration with related monthly, quarterly, and annual reports including all IRS filings, processing accounts payable, budget preparation and reporting, preparing reports and gathering information for annual financial statement and assist with tasks as assigned by the clerk. Individuals may obtain an application from the County Clerk's Office located on the first floor of the Upshur County Courthouse, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Applications received by 4:00 p.m. on Friday, October 27, 2023 will be reviewed; however, applications may be considered until position is filled. Please send completed application, resume and letter of interest to:

Office of the County Clerk
Carol J. Smith, County Clerk
40 West Main Street, Room 101
Buckhannon, WV 26201

Applicant must be well organized, able to work with minimal supervision, work well with the public, and be proficient in the use of Excel spreadsheets. Prior experience or education in accounting is beneficial and preferred.

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to race, creed, color, national origin, sex, age or disability. Upshur County has established a drug free and tobacco free work environment.

Please see www.upshurcounty.org for a PDF application.



Jim Justice
Governor of West Virginia

September 14, 2023

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

Re: All County Fire Protection Funding

Commissioners:

During the recent Interim Session of the WV Legislature, a bill was passed and signed by Governor Jim Justice providing \$3,000,000 to an All County Fire Protection Fund. These funds are to be distributed in relative proportion to each county's population as a percentage of the entire state's population. This percentage is then used to allocate the county's portion of the \$3,000,000 fund.

I am pleased to announce the first allocation of these funds. Your county should be receiving \$40,073.10 as part of the All County Fire Protection Fund distribution.

The legislation requires my office to distribute these funds directly to County Commissions. County Commissions are further required to distribute these funds to fire departments in those counties for the exclusive benefit of fire protection or emergency services in the county.

A second allocation of funds will be distributed in the near future to counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Justice", with a stylized flourish at the end.

Jim Justice
Governor

WEST VIRGINIA LEGISLATURE
2023 FIRST EXTRAORDINARY SESSION

Enrolled

Senate Bill 1021

By Senators Blair (Mr. President) and Woelfel

[By Request of the Executive]

[Passed August 8, 2023; in effect from passage]

Enr SB 1021

1 AN ACT to amend the Code of West Virginia, 1931, as amended, by adding thereto a new article,
 2 designated §7-5B-1 and §7-5B-2; and to amend and reenact §33-3-33 of said code, all
 3 relating to funding certain first responders; creating a special revenue fund administered
 4 by the Secretary of Homeland Security for the benefit of fire protection or emergency
 5 services in counties with excess levies or dedicated fees related to emergency services;
 6 creating a special revenue fund administered by the Secretary of Homeland Security for
 7 the benefit of fire protection or emergency services in all counties; granting rulemaking
 8 authority; requiring the State Fire Marshal provide certain information to the State
 9 Treasurer before distribution of the Fire Protection Fund; and requiring that volunteer fire
 10 departments eligible to receive policy surcharge funds implement the State Auditor's West
 11 Virginia Checkbook fiscal reporting system.

Be it enacted by the Legislature of West Virginia:

CHAPTER 7. COUNTY COMMISSIONS AND OFFICERS.

ARTICLE 5B. FUNDS FOR FIRE PROTECTION.

§7-5B-1. Funds for use of fire protection in counties with excess levy or dedicated fee.

12 (a) There is hereby created in the State Treasury a special revenue fund designated and
 13 known as the County Fire Protection Fund which is an interest-and-earnings accumulating
 14 account. The fund shall receive legislative appropriations, grants, gifts, devises, and donations
 15 from any public or private source. All interest and other returns derived from the deposit and
 16 investment of moneys in the County Fire Protection Fund shall be credited to the fund. Any
 17 balance, including accrued interest and other returns, remaining in the fund at the end of each
 18 fiscal year shall not revert to the General Revenue Fund but shall remain in the fund and be
 19 expended as provided in this section. The fund shall be administered by the Secretary of
 20 Homeland Security and distributed by the secretary to certain county commissions and distributed
 21 by those county commissions to fire departments in those counties for the exclusive benefit of fire

Enr SB 1021

22 protection or emergency services in the county. Distributions from the fund shall be distributed only
23 to the county commissions of counties which have in place a countywide excess levy, or a
24 countywide fee, dedicated to fire or emergency services. Among those counties, distributions shall
25 be in relative proportion to each county's population's percentage of the aggregate population of
26 all such counties combined.

27 (b) The Secretary of Homeland Security may propose legislative rules, including
28 emergency rules, for promulgation in accordance with §29A-3-1 *et seq.* of this code to implement
29 this section.

§7-5B-2. Funds for use of fire protection in counties.

30 (a) There is hereby created in the State Treasury a special revenue fund designated and
31 known as the All County Fire Protection Fund which is an interest-and-earnings accumulating
32 account. The fund shall receive legislative appropriations, grants, gifts, devises, and donations
33 from any public or private source. All interest and other returns derived from the deposit and
34 investment of moneys in the All County Fire Protection Fund shall be credited to the fund. Any
35 balance, including accrued interest and other returns, remaining in the fund at the end of each
36 fiscal year shall not revert to the General Revenue Fund but shall remain in the fund and be
37 expended as provided in this section. The fund shall be administered by the Secretary of
38 Homeland Security and distributed by the secretary to county commissions and distributed by
39 those county commissions to fire departments in those counties for the exclusive benefit of fire
40 protection or emergency services in the county. Among those counties, distributions shall be in
41 relative proportion to each county's population's percentage of the aggregate population of all
42 such counties combined.

43 (b) The Secretary of Homeland Security may propose legislative rules, including
44 emergency rules, for promulgation in accordance with §29A-3-1 *et seq.* of this code to implement
45 this section.

Enr SB 1021

CHAPTER 33. INSURANCE.

ARTICLE 3. LICENSING, FEES AND TAXATION OF INSURERS.

§33-3-33. Surcharge on fire and casualty insurance policies to benefit volunteer and part-volunteer fire departments; Public Employees Insurance Agency and municipal pension plans; special fund created; allocation of proceeds; effective date.

46 (a)(1) For the purpose of providing additional revenue for volunteer fire departments, part-
47 volunteer fire departments and certain retired teachers and the Teachers Retirement Reserve
48 Fund, there is hereby authorized and imposed on and after July 1, 1992, on the policyholder of any
49 fire insurance policy or casualty insurance policy issued by any insurer, authorized or
50 unauthorized, or by any risk retention group, a policy surcharge equal to one percent of the taxable
51 premium for each such policy. After June 30, 2005, the surcharge shall be imposed as specified in
52 subdivisions (2) and (3) of this subsection.

53 (2) After June 30, 2005, through December 31, 2005, for the purpose of providing
54 additional revenue for volunteer fire departments, part-volunteer fire departments and to provide
55 additional revenue to the Public Employees Insurance Agency and municipal pension plans, there
56 is hereby authorized and imposed on and after July 1, 2005, on the policyholder of any fire
57 insurance policy or casualty insurance policy issued by any insurer, authorized or unauthorized, or
58 by any risk retention group, a policy surcharge equal to one percent of the taxable premium for
59 each such policy.

60 (3) After December 31, 2005, for the purpose of providing additional revenue for volunteer
61 fire departments and part-volunteer fire departments, there is hereby authorized and imposed on
62 the policyholder of any fire insurance policy or casualty insurance policy issued by any insurer,
63 authorized or unauthorized, or by any risk retention group, a policy surcharge equal to fifty-five one
64 hundredths of one percent of the taxable premium for each such policy.

Enr SB 1021

65 (4) For purposes of this section, casualty insurance may not include insurance on the life of
66 a debtor pursuant to or in connection with a specific loan or other credit transaction or insurance on
67 a debtor to provide indemnity for payments becoming due on a specific loan or other credit
68 transaction while the debtor is disabled as defined in the policy. The policy surcharge may not be
69 subject to premium taxes, agent commissions, or any other assessment against premiums.

70 (b) The policy surcharge shall be collected and remitted to the commissioner by the
71 insurer, or in the case of surplus lines coverage, by the surplus lines licensee, or if the policy is
72 issued by a risk retention group, by the risk retention group. The amount required to be collected
73 under this section shall be remitted to the commissioner on a quarterly basis on or before the
74 twenty-fifth day of the month succeeding the end of the quarter in which they are collected, except
75 for the fourth quarter for which the surcharge shall be remitted on or before March 1 of the
76 succeeding year.

77 (c) Any person failing or refusing to collect and remit to the commissioner any policy
78 surcharge and whose surcharge payments are not postmarked by the due dates for quarterly filing
79 is liable for a civil penalty of up to \$100 for each day of delinquency, to be assessed by the
80 commissioner. The commissioner may suspend the insurer, broker, or risk retention group until all
81 surcharge payments and penalties are remitted in full to the commissioner.

82 (d)(1) All money from the policy surcharge shall be collected by the Commissioner who
83 shall disburse the money received from the surcharge into a special account in the State Treasury,
84 designated the Fire Protection Fund. The net proceeds of this portion of the tax and the interest
85 thereon, after appropriation by the Legislature, shall be distributed quarterly on the first day of the
86 months of January, April, July, and October to each volunteer fire company or department on an
87 equal share basis by the State Treasurer. After June 30, 2005, the money received from the
88 surcharge shall be distributed as specified in subdivisions (2) and (3) of this subsection.

Enr SB 1021

89 (2)(A) After June 30, 2005, through December 31, 2005, all money from the policy
90 surcharge shall be collected by the commissioner who shall disburse one half of the money
91 received from the surcharge into the Fire Protection Fund for distribution as provided in
92 subdivision (1) of this subsection.

93 (B) The remaining portion of moneys collected shall be transferred into the fund in the
94 State Treasury of the Public Employees Insurance Agency into which are deposited the
95 proportionate shares made by agencies of this state of the Public Employees Insurance Agency
96 costs of those agencies, until November 1, 2005. After October 31, 2005, through December 31,
97 2005, the remain portion shall be transferred to the special account in the state Treasury, known as
98 the Municipal Pensions and Protection Fund.

99 (3) After December 31, 2005, all money from the policy surcharge shall be collected by the
100 commissioner who shall disburse all of the money received from the surcharge into the Fire
101 Protection Fund for distribution as provided in subdivision (1) of this subsection.

102 (4) Before each distribution date to volunteer fire companies or departments, the State Fire
103 Marshal shall report to the state Treasurer:

104 (A) The names and addresses of all volunteer and part-volunteer fire companies and
105 departments within the state which meet the eligibility requirements established in §8-15-8a of this
106 code during the preceding quarter;

107 (B) The number of volunteer firefighters and the number of full-time paid members
108 providing services to each volunteer and part-volunteer fire company and department during the
109 preceding quarter;

110 (C) A full accounting of each volunteer and part-volunteer fire company and department
111 eligible to receive a distribution under this section's revenues and expenditures for the last two
112 calendar years; and

Enr SB 1021

113 (D) A list of each volunteer and part-volunteer fire company and department has
 114 implemented the State Auditor's West Virginia Checkbook fiscal reporting system on or before
 115 January 1, 2026.

116 (e) Notwithstanding any other provision of this subsection, each volunteer and part-
 117 volunteer fire company and department shall implement the State Auditor's West Virginia
 118 Checkbook fiscal reporting system on or before January 1, 2026, in order to remain eligible to
 119 receive any funds pursuant to this section.

120 (f) The allocation, distribution, and use of revenues provided in the Fire Protection Fund
 121 are subject to the provisions of §8-15-8a and §8-15-8b of this code.

§8-15-8a. Eligibility for allocation from municipal pensions and protection fund and the Fire Protection Fund.

(a) In order to be eligible to receive revenues allocated from the municipal pensions and protection fund or the Fire Protection Fund, each volunteer or part volunteer fire company or department must meet the following requirements:

(1) Submit and maintain current submission of fire loss data to the State Fire Marshal;

(2) Complete or be in the process of receiving firefighters training, including section one of the West Virginia University fire service extension or its equivalent. The fire company or department must have at least ten members certified as having completed the training or if a volunteer fire company or department has twenty or fewer members, fifty percent of the active volunteer members must have completed such training; and

(3) Comply with all applicable federal and state laws.

(b) Each volunteer or part volunteer fire company or department shall have a grace period of ninety days, beyond the allocation date in which to comply with submission requirements to the State Fire Marshal. The State Fire Marshal shall notify each volunteer or part volunteer fire company or department of the due date for submitting the information required by this section and the grace period by certified mailing requiring signature and a return receipt.

(c) When the records of a volunteer or part volunteer fire company or department are destroyed by a fire or other natural disaster, then the affected volunteer or part volunteer fire company or department is exempt from the provisions of subdivision (1), subsection (a) of this section, for the three months period immediately following the destruction of the records.

[View §8-15-8B in new website](#)

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 15. FIRE FIGHTING; FIRE COMPANIES AND DEPARTMENTS; CIVIL SERVICE FOR PAID FIRE DEPARTMENTS.

§8-15-8b. Authorized expenditures of revenues from the Municipal Pensions and Protection Fund and the Fire Protection Fund; deductions for unauthorized expenditures; record retention.

(a) Money received from the state for volunteer and part-volunteer fire companies and departments, pursuant to §33-3-14d, §33-3-33, and §33-12C-7 of this code, shall be deposited into a bank account dedicated to state received funds and may not be commingled with moneys received from any source other than the state. Distributions from the Municipal Pensions and Protection Fund and the Fire Protection Fund allocated to volunteer and part-volunteer fire companies and departments may be expended only for the following:

- (1) Personal protective equipment, including helmet, bunker coats, pants, boots, gloves, or combination of bunker pants and boots, coats, and gloves;
- (2) Equipment for compliance with the national fire protection standard or automotive fire apparatus, NFPA-1901;
- (3) Compliance with insurance service office recommendations relating to fire departments;
- (4) Rescue equipment, communications equipment, and ambulance equipment: *Provided*, That no moneys received from the Municipal Pensions and Protection Fund or the Fire Protection Fund may be used for equipment for personal vehicles owned or operated by volunteer or part-volunteer fire company or department members;
- (5) The direct costs incurred due to the purchase of land, the construction of new facilities, or the expansion of current facilities, when these costs can be demonstrated by the department to increase the effectiveness and efficiency of the fire protection services; as well as maintenance required to maintain the functionality of physical facilities of the department;
- (6) Retirement of debts, but only if the debts were incurred exclusively for the purchase of the goods and services allowed under this subsection;
- (7) Payment of utility bills, including internet and telephone bills which may include cell phones when the cell phone is used for fire department related work only;
- (8) Payment of the cost of immunizations, including any laboratory work incident to the immunizations, for firefighters against hepatitis-b and other blood-borne pathogens only when: (A) purchased through the state immunization program or lowest-cost provider; and (B) no-cost or low-cost administration from local boards of health or other similar programs are unavailable;
- (9) Insurance policies, including:
 - (A) Property/casualty insurance premiums for protection and indemnification against loss or damage or liability;
 - (B) Life insurance premiums to provide a benefit not to exceed \$20,000 for firefighters;
 - (C) Accident and sickness insurance premiums which may be offered to cover individual members of a volunteer or part-volunteer fire company; or
 - (D) Umbrella policies that contain various types of insurance policies to protect against loss and liability, so long as life insurance premiums in the amounts prescribed above and property/casualty insurance are part of any umbrella policy;
- (10) Operating expenses reasonably required in the normal course of providing effective and efficient fire protection service, which include, but are not limited to, gasoline, bank fees, postage, and accounting costs;
- (11) Dues paid to national, state, and county associations;

(12) Workers' compensation premiums;

(13) Educational and training supplies and fire prevention promotional materials, not to exceed \$500 per year; and

(14) Food, bottled water, and food-related items, like disposable plates and utensils, to provide necessary meals and water to a fire company when responding to an emergency and is in no way connected to any fundraising events.

(b) If a volunteer or part-volunteer fire company or department uses any amount of money received from the Municipal Pensions and Protection Fund or the Fire Protection Fund for an item, service, or purpose not authorized by this section, that amount, when determined by an official audit, review, or investigation, shall be deducted from future distributions to the volunteer fire company or part-volunteer fire department.

(c) If a volunteer or part-volunteer fire company or department purchases goods or services authorized by this section, but then returns the goods or cancels the services for a refund, then any money refunded shall be deposited back into the same, dedicated bank account used for the deposit of distributions from the Municipal Pensions and Protection Fund and the Fire Protection Fund.

(d) A volunteer or part-volunteer fire company or department shall have a dedicated bank account for all funds received from the Municipal Pensions and Protection Fund, the Fire Protection Fund, and any other state distribution, including state grant money.

(1) Any distributions received from the Municipal Pensions and Protection Fund or the Fire Protection Fund shall remain in the bank account dedicated to receiving state funds and be used in accordance with this section.

(2) All other moneys, including state grants, must be transferred out of the account used to receive state funds and transferred into another bank account within 60 days of receipt and such transfer must be in the exact amount of the deposit. If any money is received from sources other than the Municipal Pensions and Fire Protection Fund or the Fire Protection Fund and is not transferred to another account within 60 days, the money may only be used in accordance with this section.

(e) Each volunteer or part-volunteer fire company and department shall retain, for five calendar years, all invoices, receipts, and payment records for the goods and services paid with money received from the state for volunteer and part-volunteer fire companies and departments, pursuant to §33-3-14d, §33-3-33, and §33-12C-7 of this code and money received as a grant from the Fire Service Equipment and Training Fund as provided in §29-3-5f of this code.

(f) Volunteer and part-volunteer fire companies and departments may also invest the received moneys, described in subsection (a) of this section, and collect interest thereon: *Provided*, That volunteer and part-volunteer fire companies and departments shall not commingle the received moneys with funds received from any other source, shall not use the invested money as collateral or security for any loan, and shall retain all resulting statements of accounts and earnings for a minimum of five years from the date of the statements.

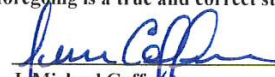


Upshur County Sheriff's Financial Statement

For Period Ending : August 31, 2023

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 933,898.50	\$ 1,982,974.86	\$ (744,766.25)	\$ 2,172,107.11
FUND - 002 COAL SEVERANCE TAX	\$ 134,256.68	\$ 10.73	\$ -	\$ 134,267.41
FUND - 003 DOG AND KENNEL	\$ 108,245.61	\$ 21,843.37	\$ (6,966.84)	\$ 123,122.14
FUND - 004 GENERAL SCHOOL	\$ 34,656.79	\$ 4,192.00	\$ -	\$ 38,848.79
FUND - 005 MAGISTRATE COURT	\$ 1,350.00	\$ 1,097.50	\$ -	\$ 2,447.50
FUND - 006 WORTHLESS CHECK	\$ 114,994.81	\$ 39.65	\$ -	\$ 115,034.46
FUND - 007 E-911 FUND	\$ 1,259,130.60	\$ 255,787.27	\$ (38,429.44)	\$ 1,476,488.43
FUND - 008 HOME CONFINEMENT	\$ 37,046.36	\$ 7,902.43	\$ (3,056.27)	\$ 41,892.52
FUND - 013 CURRY PARK FUND	\$ 98,562.46	\$ 2,283.92	\$ (4,913.10)	\$ 95,933.28
FUND - 015 CURRY LIBRARY FUND	\$ 18,133.27	\$ 533.38	\$ (838.64)	\$ 17,828.01
FUND - 019 UPSHUR CO. FIRE FEE	\$ 30,120.42	\$ 128,736.24	\$ (30,020.42)	\$ 128,836.24
FUND - 021 EE HEALTH CARE REIMB	\$ 36,280.55	\$ 17,446.08	\$ (25,455.11)	\$ 28,271.52
FUND - 039 UP.CO.COAL REALLOCAT	\$ -	\$ -	\$ -	\$ -
FUND - 052 EMPLOYEE BENEFITS FD	\$ 1,295,523.83	\$ 37.59	\$ (1,975.00)	\$ 1,293,586.42
FUND - 056 ASSESSOR'S VALUATION	\$ 203,107.15	\$ 109,356.28	\$ (4,324.23)	\$ 308,139.20
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,637,045.99	\$ 432.84	\$ -	\$ 1,637,478.83
FUND - 059 CONCEALED WEAPONS	\$ 28,505.82	\$ 863.74	\$ -	\$ 29,369.56
FUND - 061 CO CLK ELECTION FUND	\$ -	\$ 551.48	\$ -	\$ 551.48
FUND - 062 CO CLK REAL PRO FUND	\$ -	\$ 551.48	\$ -	\$ 551.48
FUND - 063 VOTER'S REGISTRATION	\$ 1,321.14	\$ 0.17	\$ -	\$ 1,321.31
FUND - 071 JURY FUND	\$ 15,080.36	\$ -	\$ (5,507.46)	\$ 9,572.90
FUND - 073 SP.LAW ENF.INVESTIG.	\$ 2,491.11	\$ 0.32	\$ -	\$ 2,491.43
FUND - 078 CHILD EXCHG & VISIT.	\$ 52,338.63	\$ 8,848.70	\$ -	\$ 61,187.33
FUND - 079 SPAYING & NEUTERING	\$ 44,497.01	\$ 1,800.00	\$ (3,746.26)	\$ 42,550.75
FUND - 080 COMM. CORR. FUND	\$ 1,970,091.89	\$ 423,469.45	\$ (137,887.43)	\$ 2,255,673.91
FUND - 104 ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RESCUE FUND	\$ 2,317,513.08	\$ 295.24	\$ -	\$ 2,317,808.32
FUND - 245 WELLNESS CMPLX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 48,200.00	\$ (48,200.00)	\$ -
FUND - 312 CRIMINAL CHARGES	\$ 45.00	\$ 119.80	\$ (119.80)	\$ 45.00
FUND - 313 COURT REPORTER	\$ -	\$ 50.00	\$ (50.00)	\$ -
FUND - 314 STATE FINES	\$ -	\$ -	\$ -	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 745.00	\$ (745.00)	\$ 5.00
FUND - 316 STATE CURRENT	\$ -	\$ 33,061.04	\$ (33,061.04)	\$ -
FUND - 317 CRTHSE FAC. IMP FUND	\$ -	\$ -	\$ -	\$ -
FUND - 361 CERTIFIED TO STATE	\$ 423,816.04	\$ -	\$ -	\$ 423,816.04
FUND - 364 TAX LIEN FUND	\$ 109,372.31	\$ -	\$ -	\$ 109,372.31
FUND - 365 DELQ & NONENT LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
FUND - 366 BOARD OF HEALTH	\$ 161,946.39	\$ 15,805.00	\$ (40,420.12)	\$ 137,331.27
FUND - 369 WV DEP.SHF.RETIRE.	\$ 655.50	\$ 481.00	\$ (619.50)	\$ 517.00
FUND - 373 SCHOOL CURRENT	\$ -	\$ 2,575,026.67	\$ (2,575,026.67)	\$ -
FUND - 374 SCHOOL EXCESS LEVY	\$ -	\$ 1,304,743.11	\$ (1,304,743.11)	\$ -
FUND - 375 SCHOOL BOND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT	\$ -	\$ 319,582.83	\$ (319,582.83)	\$ -
FUND - 379 CITY VOTED LIBRARY	\$ -	\$ 38,349.89	\$ (38,349.89)	\$ -
FINAL TOTALS	\$ 11,074,892.30	\$ 7,305,219.06	\$ (5,368,804.41)	\$ 13,011,306.95
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 16,830,244.01	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (6,659,265.57)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 2,838,578.51			
NET BANK BALANCE	\$ 13,009,556.95			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 13,011,306.95			

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


 J. Michael Coffman
 Sheriff & Treasurer, Upshur County

9/21/2023



Upshur County Sheriff's Financial Statement

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

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
CITIZENS BANK OF WEST VIRGINIA					
	GENERAL COUNTY FUND	\$ 144,788.82	\$ -	\$ 1,892,797.96	\$ 2,037,586.78
	COAL SEVERANCE	\$ 84,267.41	\$ -	\$ -	\$ 84,267.41
	E-911	\$ 979,163.44	\$ (2,675.01)	\$ -	\$ 976,488.43
	CURRY PARK	\$ 29,168.69	\$ (4,235.41)	\$ -	\$ 24,933.28
	CURRY LIBRARY	\$ 18,002.64	\$ (174.63)	\$ -	\$ 17,828.01
	ASSESSOR'S VALUATION	\$ 199,483.10	\$ -	\$ 108,656.10	\$ 308,139.20
	UP CO FIN STBL FUND	\$ 637,478.83	\$ -	\$ -	\$ 637,478.83
	CONCEALED WEAPON	\$ 29,219.56	\$ -	\$ 150.00	\$ 29,369.56
	GENERAL TAX	\$ 5,430,174.84	\$ (6,177,282.21)	\$ 747,107.37	\$ -
	BOARD OF HEALTH FUND	\$ 123,798.28	\$ (398.23)	\$ 4,074.00	\$ 127,474.05
	E911 CD1	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN. STAB. CD1	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	E911 CD2	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD2	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	OASIS CLEARING	\$ -	\$ -	\$ -	\$ -
	UPSHUR COUNTY FIRE FEE	\$ 125,523.96	\$ (30.00)	\$ 3,342.28	\$ 128,836.24
	EMPLOYEE BENEFITS	\$ 293,586.42	\$ -	\$ -	\$ 293,586.42
	UP CO FIN STAB CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	SP LAW ENF INVESTIGATION	\$ 2,491.43	\$ -	\$ -	\$ 2,491.43
	COMMUNITY CORRECTIONS	\$ 1,755,845.47	\$ (171.56)	\$ -	\$ 1,755,673.91
	EMPLOYEE BENEFIT CD3	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD4	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	COMMUNITY CORRECTIONS CD1	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
	PARKS/REC CLEARING	\$ 2,882.21	\$ (2,882.21)	\$ -	\$ -
	CURRY PARK CD 1	\$ 71,000.00	\$ -	\$ -	\$ 71,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	ADDRESSING/MAPPING CLEARING	\$ 180.00	\$ (180.00)	\$ -	\$ -
	COAL SEVERANCE CD1	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
	EMPLOYEE BENEFIT CD5	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	UP CO FIN STAB CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	EMPLOYEE BENEFIT CD6	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	UP CO FIN STAB CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	TAX CLEARING	\$ 271,366.06	\$ (318,159.32)	\$ 46,793.26	\$ -
	BOARD OF HEALTH PAYROLL	\$ 18,022.22	\$ (13,022.22)	\$ -	\$ 5,000.00
	GENERAL COUNTY OPERATING	\$ 179,895.38	\$ (78,886.59)	\$ 31,761.54	\$ 132,770.33
	DOG & KENNEL	\$ 123,684.71	\$ (562.57)	\$ -	\$ 123,122.14
	GENERAL COUNTY MISC	\$ 41,317.91	\$ (21.62)	\$ -	\$ 41,296.29
	WORTHLESS CHECK	\$ 115,034.46	\$ -	\$ -	\$ 115,034.46
	HOME CONFINEMENT	\$ 41,991.66	\$ (99.14)	\$ -	\$ 41,892.52
	EE HEALTH CARE REIMB	\$ 30,041.13	\$ (1,769.61)	\$ -	\$ 28,271.52
	EMPLOYEE BENEFIT CD7	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
	COUNTY CLERK ELECTION ADM	\$ 551.48	\$ -	\$ -	\$ 551.48
	COUNTY CLERK REAL PROP	\$ 551.48	\$ -	\$ -	\$ 551.48
	VOTER'S REGISTRATION	\$ 1,321.31	\$ -	\$ -	\$ 1,321.31
	JURY	\$ 12,591.11	\$ (3,018.21)	\$ -	\$ 9,572.90
	CHILD EXCHG & VISITATION	\$ 61,187.33	\$ -	\$ -	\$ 61,187.33
	SPAY & NEUTER	\$ 43,759.75	\$ (1,455.00)	\$ 246.00	\$ 42,550.75
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND	\$ 2,317,808.32	\$ -	\$ -	\$ 2,317,808.32
	WELLNESS COMPLEX	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE	\$ 44,706.00	\$ (48,200.00)	\$ 3,494.00	\$ -
	STATE CLEARING	\$ 45.00	\$ -	\$ -	\$ 45.00
	STATE POLICE	\$ 745.00	\$ (790.00)	\$ 50.00	\$ 5.00
	CERTIFIED TO THE STATE	\$ 423,816.04	\$ -	\$ -	\$ 423,816.04
	TAX LEIN	\$ 109,923.86	\$ (551.55)	\$ -	\$ 109,372.31
	DELQ & NON-ENTERED LAND	\$ 100.00	\$ -	\$ -	\$ 100.00
	BOARD OF HEALTH OPERATING	\$ 9,557.70	\$ (4,700.48)	\$ -	\$ 4,857.22
	WVDSRF FUND	\$ 411.00	\$ -	\$ 106.00	\$ 517.00
	BANK TOTAL	\$ 16,830,244.01	\$ (6,659,265.57)	\$ 2,838,578.51	\$ 13,009,556.95
SUMMARY:					
	TOTAL ALL BANKS	\$ 16,830,244.01	\$ (6,659,265.57)	\$ 2,838,578.51	\$ 13,009,556.95
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 13,011,306.95



MARK A. SORSAIA
CABINET SECRETARY

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



JOSEPH C. THORNTON
DIRECTOR

MEMORANDUM

TO: All Justice and Community Services Subrecipients

THRU: Justice and Community Services Program Staff

FROM: Marty A. Hatfield *MH*
Assistant Director
Justice & Community Services

DATE: September 20, 2023

RE: Advanced Payments of Federal Grant Funds

As many of you are aware, the Justice and Community Services (JCS) Section of the West Virginia Division of Administrative Services revised its business processes and began issuing quarterly advance payments for state grant funds a few years ago. At the same time, JCS began conversing with several staff members of the U.S. Department of Justice's Office of Justice Programs (OJP) and Office of the Chief Financial Officer (OCFO) in an attempt to further revise its business processes and begin quarterly advance payments for federal grant funds.

Unfortunately, JCS never received a definitive response from OJP or OCFO regarding the allowability of front-loading federal grant funds. A couple of years after beginning advance payments for state grant funds, the JCS management team used its professional judgement and began quarterly advance payments for federal grant funds. The goal was to ensure that subrecipients were receiving grant payments quicker, thereby reducing disruptions to operations and direct services.

Since revising its business processes, JCS has been subjected to an audit from the U.S. Department of Justice's Office of the Inspector General (OIG), as well as a desk audit from the National Sexual Assault Kit Initiative (SAKI) program manager. During these audits, and in subsequent conversations with several federal program managers, JCS has been instructed that advance payments of federal funds are not allowable, and funds can only be issued after costs have been incurred.

Effective October 1, 2023, all federal grant funds administered by the JCS Section will be issued to subrecipients on a monthly, reimbursement-only basis. Any federal grant funds that you are currently receiving via quarterly advance payments will continue as such until October 1, 2023. Additionally, there will be no changes to the advance payments of state grant funds.



If you have any questions or concerns regarding the contents of this memorandum, please feel free to contact me at 304-558-8814, extension 22414 or via email at Marty.A.Hatfield@wv.gov.

cc: Joseph Thornton
Director
Division of Administrative Services

Jeffrey Estep
Deputy Director
Division of Administrative Services



MARK A. SORSAIA
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services
Justice and Community Services
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301
(304) 558-8814



JOSEPH C. THORNTON
DIRECTOR

MEMORANDUM

TO: Applicable Justice and Community Services Subrecipients

FROM: Marty A. Hatfield *MH*
Assistant Director
Justice and Community Services

DATE: September 5, 2023

RE: W. Va. Code §12-4-14 Reporting Requirements

West Virginia Code §12-4-14, also known as the West Virginia Grant Transparency and Accountability Act, is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse. Previously, the Legislative Auditor's Office administered this section of the Code.

With the passage of H.B. 2573 during the 2021 Regular Session of the Legislature, the oversight duties of §12-4-14 were reassigned to the State Auditor's Office, in addition to adding additional responsibilities to state agencies regarding the administration of state grants. Rules were promulgated to replace the previous grant administration program (155 C.S.R. 9) and these rules became active and passed all rulemaking authority on August 1, 2022.

Under §12-4-14, any grantee who receives one or more state grants in the amount of \$50,000 or more in the aggregate in a state's fiscal year shall file with the grantor and the State Auditor a report of the disbursement of the state grant funds.

When the grantor causes an audit, by an independent certified public accountant, to be conducted of the grant funds, the audit is performed using generally accepted government auditing standards, and a copy of the audit is available for public inspection, no report is required to be filed under this section.

Any grantee who receives a state grant in an amount less than \$50,000 or who is not required to file a report because an audit has been conducted or substituted shall file with the grantor and State Auditor a sworn statement of expenditures made under the grant.

Reports and sworn statements of expenditures required by this section shall be filed **within two years of the end of the grantee's fiscal year in which the disbursement of state grant funds**



by the grantor was made. The report shall be made by an independent certified public accountant at the cost of the grantee.

In the event the State Auditor determines that applicable reporting or record keeping provisions for state grants are delinquent or not in compliance with this code, the State Auditor shall notify the State Treasurer and no further grant funds appropriated to the grantor agency under the specific grant shall be encumbered or expended until such time as the State Auditor determines that all applicable reporting or record keeping provisions are brought into compliance.

Our agency has identified two primary types of JCS-administered grant funds that are subject to the reporting requirements found within §12-4-14: 1) state grant funds; and 2) federal pass-through funds awarded to state agencies that include a state matching requirement. A list of these subawards is attached.

Please note that the subawards highlighted on Pages 1 through 5 are past due, as of the date of this memorandum. The report or sworn statement for these subawards must be received at JCS **before Friday, December 29, 2023**. The report/sworn statement due dates for the remaining grants are included on the spreadsheet.

Compliance with the reporting requirements within §12-4-14 will be an expectation and requirement for all JCS subgrantees moving forward and these requirements will be added to the Standard Conditions & Assurances and/or grant contract agreement in the very near future. If you have any questions regarding this memorandum, please contact me at Marty.A.Hatfield@wv.gov or 304-558-8814, extension 22414.

Attachments: §12-4-14 Spreadsheet
WV Code §12-4-14
Legislative Rule 155 C.S.R. 09
WVSAO Standard Sworn Statement Form
State of WV Grantor Manual



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Aug-23

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	12294	12560	266	24.73
			GRAND TOTALS		266	24.73

UPSHUR

County, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: August 2023

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 F-250	1FDBF2B69KEC8	16403	16529	126	0 17.7
ERIC Poling		1902				0
Chuck Sader						0
Hayden Smith						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					126	0 17.7 0

Aug-23

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]



MONTH / YEAR: August 2023

Deborah ✓

**UPSHUR COUNTY YOUTH CAMP BOARD
AGENDA
August 17, 2023**

Call to order

Secretary's report July 20, 2023
Financial Statement for July, 2023

New Business:

1. Weyerhaeuser Grant has been submitted
2. Donations continue to trickle in for Glen's memorial
3. Other new business

Old Business:

1. T-shirt discussion
2. Grant writing progress
3. Actively advertise camp's availability

Greg Comments:

Adjournment: Next meeting will be held Thursday, September 21 at 6:30 pm.
Location to be discussed

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, October 3, 2023</i>	Place	<i>P.S.D. Office 133 Fallen Road, Buckhannon</i>
<hr/>			
Meeting Called to Order by Chairperson			5:00 PM
Pledge of Allegiance			
Roll Call Introduce Board of Directors			
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes -September 5, 2023 Regular Monthly Meeting			Vote
Treasurer Report/Payment of Bills for October/bal of September Invoices			Vote

ITEMS FOR DISCUSSION

Mike Hicks - Right Fork Two Inch Line	Vote
Wants to discuss the 2" line out his way	
Region VII - Stacy McDaniel	
GIS of System /Review of Base Design	
Wall Screen/HDMI Connect Point	Vote
Review quote	
Maintenance/Garage	Vote
Metal building pricing	
Concrete floor pricing	
Phase III Extension Project Update	Vote
Project Underruns & Proposed Use	
Change Orders	
GIS of System -Agreement Signed 4/4/23	
Maintenance Report	
Water Loss	
List of Needs to Prepare for Winter (if any)	
Personnel-Requires entering into Executive Session under WV Code 6-9A-4	Vote
Annual Reviews	

Date & Time of November 2023 Meeting - Tuesday, November 7, 2023 @ 5:00 pm

Adjournment **Vote**

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



UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, October 12, 2023

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - September 14, 2023
- V. Review of Property Ordinance Complaint Form
- VI. Report and/or action on Pending Cases
 - 121322-01 (Tenney)
 - 060823-01 (Sipe)
 - 062223-01 (Lee)
 - 081023-01 (Bever)
 - 091423-01 (Casto)
 - 091423-02 (Holland Enterprises)
- VII. Consider requests to establish new cases that were received on or before 10/10/2023.
- VIII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, November 9, 2023 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.



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

Location: Upshur County Extension Office Conference Room
91 W Main Street, Ste 102
Buckhannon, WV 26201
Date: October 17, 2023
Time: 8:00 a.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: August 2023

BUSINESS ITEMS – Discussion/Update/Action

- Hinkle Easement Update
- New Board Member- Member of the Community
- Application potentials
- Association Meeting Updates

FINANCIAL MATTERS – Discussion/Update/Action

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

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

Upshur County Solid Waste Authority
Board Meeting Minutes—August 14, 2023

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA Building (located at 380 Mudlick Rd. Suite 102 Buckhannon, WV 26201) at 4:30 p.m. on August 14, 2023.

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

The minutes of the July 10th meeting had previously been sent to the members and were part of the agenda packet. There was a slight change in the motion to approve officers. A motion to accept the minutes, with the change, was made by Scott. Seconded by Mary. Motion carried.

The Financial Report for July was presented by the Treasurer, Scott. Register Reports for the four bank accounts with First Community Bank covering July 2023 were presented. The ending balances for the accounts are as follows:

	<u>June</u>	<u>July</u>
• REAP	\$100.00	\$100.00
• SWMB	\$600.37	\$100.00
• Money Market	\$19,632.32	\$19,644.04
• Operating	\$41,208.93	\$44,173.35

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

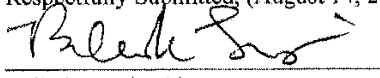
One audit proposal was received from Ferrari & Associates in the amount of \$2,780.00. A motion to accept this audit proposal was made by Scott. Seconded by Jackie. Motion carried.

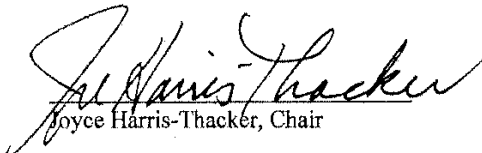
A motion to authorize the Chair to sign the Final Report of the FY 2023 SWMB Grant was made by Scott and seconded by Mary. Motion carried.

A brief discussion was held on the September Make It Shine schedule.

With no further business, the meeting was adjourned at 5:01 p.m.

Respectfully Submitted, (August 14, 2023)


 Belinda Lewis, Director


 Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office)

Upshur County Solid Waste Authority
DIRECTOR'S REPORT – Belinda Lewis
Period from July 11th through August 14th, 2023

Activities Included:

- Prepared and distributed by email the minutes of the July meeting.
- Checked email and post office box several times a week.
- Recorded deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book.
- After July meeting, made copies of checks and mailed them and scanned a copy of the minutes to the county.
- Reconciled bank statements for July.
- Prepared checks to be signed by at the August meeting.
- Prepared agenda and packets for August meeting and emailed a copy of the agenda to the board and the media.
- Cleaned office.
- Fielded many recycling calls on my cellphone.
- Sent weekly updates to the board.
- Continued efforts to find an auditor and talked to the State Auditor's Office.
- Ordered office supplies with the SWMB reallocated office supplies monies, drove check to Staples and then went back again to pick up the items.
- Completed training and prepared paperwork for FY 2024 SWMB Grant.
- Completed the Final Report for the FY 2023 SWMB Grant.
- Talked with Sunrise Shred about September's event.

**Upshur County Fire Board Meeting
AUGUST 15, 2023**

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

Members Absent: Joseph Gower, Rick Harlow, and Kristie Tenney

Others Present: Tyvonne Gibson, Bruce Tomblyn, Travis Dean, and Glenn Davis, Guests; and Toni Newman-Fire Fee Clerk

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

The meeting minutes from June 20, 2023, and July 18, 2023, were approved on motion by Donna Matthews and second by Sidney Huffman.

Travis Dean asked if there was an update on the increased Fire Fees. Steve Linger responded that a website had been created to provide information to the public regarding the increase request and that the Banks District VFD had paid for the site. The Fire Fee clerk stated that the County Clerk had indicated some signatures had already been submitted to her office for verification. Discussion ensued regarding the need for transparency and data to back the request. Glenn Davis stated incentives, discounts, and perhaps a capital improvement fund might be necessary in the future, as human resources are the number one problem with all the VFDs.

The Fire Fee Clerk reported the 2023 fees are at 37 percent collected.

The checking account balance as of 7/31/2023 was \$29,705.28. The disbursement from the Chief Tax Deputy was \$30,020.42 for the month of July.

The following invoice was reviewed and approved upon motion by Sidney Huffman and second by Jesse Davidson: Software Systems---monthly maintenance---Invoice # 37559---\$237.00 monthly maintenance


Tyvonne Gibson advised the Justin Bowers had completed the website and it will be useable at the end of this month. It will have a dedicated email and cell phone as well as a QR code. The Jeff Harvey report should be out at the end of the month as well.

Establishment of meeting dates and times was approved on motion by Donna Matthews and second by Jesse Davidson.


The request to amend the procedure to review financial statements was tabled until further information can be gathered as to the legality/logistics of adding "manpower."

There were 6 corrective tickets approved on motion by Sidney Huffman and second by Donna Matthews, and the Board approved 16 exoneration tickets this month.

There being no further business, the meeting adjourned. The next meeting of the Board will be Tuesday, September 19, 2023, at the Selbyville VFD.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member

Tabatha

UPSHUR COUNTY YOUTH CAMP BOARD

August 17, 2023

The Upshur County Youth Camp Board met in regular session on Thursday, July 20, 2023 in the WVU Extension office. President, Craig Presar called the meeting to order at 6:30 pm. Board members present were Craig, BB Burnside, , Gini Croaff, Debbie Hull and Thanna Wentz.

The secretary's report was approved with the correction: the mule mentioned in the minutes was –is used for transportation, not mowing. Debbie made the motion to approve the corrected minutes. Gini seconded this motion.

The financial statement was approved as presented through a motion made by Gini and seconded by BB.

New Business:

1. Tabatha has submitted a new Weyerhaeuser grant application. We are playing the waiting game now to see if it is approved and for how much
2. Glen's memorial donations have grown to \$1,275.00
3. We have received a check for \$625.00 for Federal Fuel Tax refund
4. We also received a \$500.00 check from Roag Coal Company to help in replacing the playground equipment that was vandalized this summer. The insurance received for replacement amounted to \$389.00

Old Business:

1. It was decided to table discussions on camp T-shirts or other memorabilia at this time
2. BB has volunteered to write grants for the camp when she gets more familiar with the needs
3. BB and Gini will send letters to perspective campers (Band Directors , Athletic Directors, and Coaches) IF Craig will script the letter

Greg's comments:

1. The final family reunion (Lewis) will be held August 18-19
2. Pool has been emptied
3. Maple heating/cooling unit has been replaced (approximately \$4,200.00)
4. Only 2 summer workers remain on the payroll
5. A storm has caused a maple tree to fall on the nurse's cabin roof. We will have to get estimates for tree removal and roof repair to present to the insurance company

5. A storm has caused a maple tree to fall on the nurse's cabin roof. We will have to get estimates for tree removal and roof repair to present to the insurance company
6. He has begun winterizing the cabins,
7. He expects very few hunters this fall- maybe a few bow hunters
8. We do not have ownership of the Kawasaki yet

There being no further business, the meeting was adjourned at 8:00 pm. The next meeting will be held at 6:30 pm on September 20, 2023 in the Extension Office.

Respectively submitted,

Thanna Wentz