

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: March 24, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• March 17, 2022*

9:15 a.m. Presentation of Proclamation declaring April 2022 as Autism Awareness Month. *Page 4*

Items for Discussion / Action / Approval:

1. Approval and signature of letter of support for A.F. Wendling's USDA grant funding application. * *Page 5*
2. Consider the purchase of a 2022 Toyota Camry from Jim Robinson, Inc., per the State of WV Master Agreement MV-22C. Upon approval, this vehicle will be used by the Upshur County Regional Airport as a "courtesy vehicle" for patrons utilizing the airport. * *Pages 6-7*
3. Approval and signature of Lease Agreement between Hart Office Solutions and the Upshur County Commission for a new color copier to be located in the Upshur County Prosecuting Attorney's Office. This lease will be billed monthly at \$196.88 per month for 63 months. All service and supplies will be billed monthly based on usage. * *Pages 8-12*
4. Approval and signature of Upshur County 2022 – 2023 fiscal year budget. * *Under separate cover*
5. Consideration and approval of advertisement for a part-time DHSEM Deputy Director. Applications are due no later than close of business Friday, April 1, 2022. * *Page 13*
6. 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, Remote Work Request(s).

For Your Information:

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

1. Upshur County Sheriff's Financial Statement for period ending February 2022 *Pages 14-15*
2. Upshur County Mileage Reports – February, 2022 *Pages 16-25*
 - Addressing and Mapping

- Community Corrections
- Dog Pound
- Emergency Management
- Maintenance
- Parks & Recreation
- Sheriff
- Upshur 911

3. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- | | | |
|---|----------------|-------------------------|
| • Upshur County Enhanced Emergency Telephone Advisory Board | March 22, 2022 | Page 26 |
| • Upshur County Fire Board Incorporated*Special Meeting | March 22, 2022 | Page 27 |
| • City Council of Buckhannon *Special Session | April 4, 2022 | Page 28 |
| • City Council of Buckhannon *Special Session | April 19, 2022 | Page 29 |

Meeting Minutes:

- | | | |
|--|-------------------|----------------------------|
| • Upshur County Family Resource Network | November 8, 2021 | Page 30-31 |
| • Upshur County Family Resource Network | January 10, 2022 | Page 32-33 |
| • Upshur County Family Resource Network | February 14, 2022 | Page 34-35 |
| • Upshur County Solid Waste Authority | February 14, 2022 | Page 36-37 |
| • Upshur County Fire Board *Special Meeting | February 15, 2022 | Page 38 |
| • Upshur County Emergency Telephone Advisory Board | February 22, 2022 | Page 39 |

c) Meetings:

- | | |
|-----------------------|--|
| • 04/07/22 7:00 p.m. | Banks District VFD |
| • 04/07/22 7:00 p.m. | City Council of Buckhannon |
| • 04/07/22 7:00 p.m. | Selbyville VFD |
| • 04/07/22 6:00 p.m. | Buckhannon-Upshur Board of Health |
| • 04/07/22 3:00 p.m. | Adrian PSD |
| • 04/04/22 6:00 p.m. | Lewis-Upshur Community Corrections Board – Upshur Co |
| • 04/12/22 5:00 p.m. | Elkins Road PSD |
| • 04/12/22 4:00 p.m. | Hodgesville PSD |
| • 04/12/22 7:30 p.m. | Adrian VFD |
| • 04/12/22 7:00 a.m. | Upshur County Development Authority – Full Board |
| • 04/12/22 12:00 p.m. | Upshur County Senior Center Board |
| • 04/12/22 7:00 p.m. | Warren District VFD |
| • 04/13/22 3:00 p.m. | Upshur County Conventions & Visitors Bureau |
| • 04/13/22 3:00 p.m. | Tennerton PSD |
| • 04/13/22 12:00 p.m. | Buckhannon-Upshur Chamber of Commerce |
| • 04/13/22 7:00 p.m. | Ellamore VFD |
| • 04/13/22 6:00 p.m. | Buckhannon River Watershed Association - Farm Bureau |
| • 04/14/22 7:00 a.m. | Upshur County Development Authority *Executive Board |
| • 04/14/22 3:00 p.m. | Upshur County Safe Sites & Structures Enforcement |

- 04/14/22 7:30 p.m. Board
- 04/10/22 6:00 p.m. Buckhannon VFD
- 04/11/22 12:00 p.m. Washington District VFD
- 04/11/22 4:30 p.m. Upshur County Family Resource Network
- 04/11/22 5:30 p.m. Upshur County Solid Waste Authority
- 04/11/22 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 04/11/22 4:00 p.m. Buckhannon Upshur Airport Authority
- 04/19/22 6:30 p.m. Upshur County Fire Board, Inc.
- 04/20/22 4:00 p.m. Upshur County Public Library Board
- 04/20/22 12:00 p.m. Lewis Upshur LEPC – Upshur Co.
- 04/21/22 6:30 p.m. Upshur County Youth Camp Board
- 04/21/22 5:00 p.m. Upshur County Farmland Protection Board
- 04/26/22 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 04/26/22 3:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 04/27/22 7:00 p.m. Upshur County Fire Fighters Association

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

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

April 7, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

*****The Commission Meeting scheduled for Thursday, March 31, 2022 is CANCELLED*****



Proclamation

WHEREAS, autism spectrum disorder is a neurological and developmental disorder that affects communication and behavior; and

WHEREAS, autism is an urgent public health crisis that demands support from all levels of government; and

WHEREAS, symptoms of autism may present themselves in a variety of combinations, and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand and nonverbal communication; and

WHEREAS, the Centers for Disease Control and Prevention reports that one in 44 school-aged children have been identified with autism spectrum disorder; and

WHEREAS, West Virginia is committed to ensuring that people living with autism have access to lifelong care and services needed to pursue their full potential and happiness; and

WHEREAS, the Upshur County Commission is honored to take part in the annual observance of Autism Awareness Month and World Autism Day in the hope that it will lead to a better understanding of the disorder;

NOW, THEREFORE, the Upshur County Commission does hereby recognize April 2022 as Autism Awareness Month and April 2, 2022 as World Autism Awareness Day in Upshur County, West Virginia, and we call this observance to the attention of all our citizens.

Signed this 24th Day March, 2022

Kristie G. Tenney, President
Upshur County Commission

Terry Cutright, Commissioner

Sam Nolte, Commissioner



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

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

TDD Numbers
Business: 472-9550
Emergency: 911

March 24, 2022

Mr. Mark Brodziski
U.S. Department of Agriculture
1400 Independence Avenue, SW
Room 5803-S, Stop 3201
Washington, DC 20250-3201

Re: Letter of Support for A.F. Wendling's Grant Application to USDA

Dear Mr. Brodziski:

This letter is to express our support for the application of A.F. Wendling's Foodservice for a grant from the USDA to expand their business located in Buckhannon/Upshur County, WV. A.F. Wendling's is one of the top employers in Upshur County and the largest family-owned foodservice distributor in West Virginia. Additionally, they have steadily and aggressively grown their business from \$17 million and 40 employees in 2007 to over 100 employees and more than \$60 million in revenue in 2021.

A.F. Wendling's next phase of planned growth will be the expansion of their meat processing capabilities. This investment will include the retrofit of existing warehouse space, new processing and packaging equipment and additional meat processing workers. A.F. Wendling's planned investment will be approximately \$1.3 - \$1.5 million and this crucial USDA grant will support 20% of the total cost over four years.

A.F. Wendling's proven performance history and commitment to reinvestment into our community warrants our resounding support of their application for funding. We truly appreciate your consideration and approval of their application and thank you for making this investment in our local community.

Sincerely,

Kristie G. Tenney
President

Terry B. Cutright
Commissioner

Samuel R. Nolte
Commissioner



JIM ROBINSON TOYOTA

55 Robinson Drive Phone: 304-232-1880
Triadelphia, WV 26059



WEST VIRGINIA MOTOR VEHICLE PURCHASE AGREEMENT



Recommended by
West Virginia Automobile Association

Date: _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller Name and Address
Upshur County Commission 91 W. Main St. Email: [blank] Phone: [blank] Cell: BUCHANAN	Suite 101 Email: [blank] Phone: [blank] Cell: WV 26201	JIM ROBINSON TOYOTA 55 Robinson Dr Triadelphia, WV 26059 Salesperson: BRIAN LONG Deal Number: [blank]

THIS BUYER'S ORDER IS ☒ NEW ☐ USED ☒ CAR ☐ TRUCK ☐ DEMO
FOR THE FOLLOWING ☒ PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2022	TOYOTA	CAMRY					
TRADE IN RECORD 1				VIN			
YR.	MAKE	MODEL	TYPE				
COLOR	TRIM	MILEAGE					
VIN		N/A					
TITLE NO.		PLATE NO.	EXP. DATE				
OWNER		LOAN #					
LIENHOLDER		PHONE					
ADDRESS		SPOKE WITH					
AMOUNT	GOOD TILL	VERIFIED BY					
N/A							
TRADE IN RECORD 2				Seller Installed Options			
YR.	MAKE	MODEL	TYPE				
COLOR	TRIM	MILEAGE					
VIN		N/A					
TITLE NO.		PLATE NO.	EXP. DATE				
OWNER		LOAN #					
LIENHOLDER		PHONE					
ADDRESS		SPOKE WITH					
AMOUNT	GOOD TILL	VERIFIED BY					
N/A							
COLLISION COVERAGE				Total Cash Price (1 thru 19)			
NAME OF AGENT		PHONE				25,550.00	20
ADDRESS							
POLICY NUMBER		COLLISION DEDUCTIBLE					
INSURANCE CO.		SPOKE WITH					
		N/A					
Base Price of Vehicle				\$ 25,550.00		1	
Additional Equipment (Options)						2	
						3	
						4	
						5	
						6	
						7	
						8	
						9	
						10	
						11	
Total Cash Price (1 thru 19)				25,550.00		20	
Trade-In Allowance (#1)				\$	N/A		
Trade-In Allowance (#2)				\$	N/A	21	
Less Total Trade-In Liens				\$	N/A		
Sub-Total (20 plus or minus 21)				25,550.00		22	
Documentary Fee				N/A		23	
				N/A		24	
Total Taxable Amount (22 thru 24)				25,550.00		25	
Plus Balance Owed				\$	N/A	26	
						27	
Sales Tax				N/A		28	
Title Fee						29	

LIENHOLDER		PHONE		Total Cash Price (1 thru 19)	25,550.00	20
ADDRESS		SPOKE WITH		Trade-In Allowance (#1)	\$ N/A	21
AMOUNT	GOOD TILL	VERIFIED BY		Trade-In Allowance (#2)	\$ N/A	21
N/A				Less Total Trade-In Liens	\$ N/A	21
COLLISION COVERAGE				Sub-Total (20 plus or minus 21)	25,550.00	22
NAME OF AGENT		PHONE		Documentary Fee	N/A	23
ADDRESS					N/A	24
POLICY NUMBER		COLLISION DEDUCTIBLE		Total Taxable Amount (22 thru 24)	25,550.00	25
INSURANCE CO.		SPOKE WITH		Plus Balance Owed	\$ N/A	26
EFFECTIVE DATE	EXP. DATE	VERIFIED BY				27
	00/00/00			Sales Tax	N/A	28
THIS AGREEMENT DOES NOT INCLUDE INSURANCE COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE CAUSED TO OTHERS.				Title Fee	N/A	29
NEGATIVE EQUITY				Lien Fee	N/A	30
Buyer is aware the balance owed on Buyer's trade-in(s) exceeds the trade-in allowance(s) offered by Seller. Accordingly, Buyer understands that N/A will be paid off on Buyer's behalf to N/A and this amount is included when computing the "balance due."				Transfer Fee	N/A	31
I certify that I took delivery of this vehicle on 02/14/22				Additional Weight Fee	N/A	32
Buyer's Initials:				License Fee	N/A	33
TERMS OF PAYMENT OF BALANCE DUE:				Inspection Fee	N/A	34
XX RETAIL INSTALLMENT SALE CONTRACT				Temporary Plate Fee	N/A	35
LIENHOLDER N/A				Other		36
NO COOLING OFF PERIOD						37
Unless the box indicating the vehicle is sold "AS IS", is checked below, state law does not provide for a "cooling off" or cancellation period for this agreement. After you sign this agreement, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this agreement simply because you change your mind. This notice does not apply to home solicitation sales.				Total Taxes and Fees (28 thru 37)	N/A	38
<input type="checkbox"/> If this box is checked, the following "AS IS" disclaimer applies to the vehicle. See the written list of defects and malfunctions, if any, provided to you by Seller.						39
"AS IS"				Mechanical Service Contract	N/A	40
THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING. YOU MAY HAVE THE RIGHT TO CANCEL THIS SALE BY THE END OF THE DEALER'S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.				Other	N/A	41
X Buyer Signs		X Co-Buyer Signs		Total (26 plus 38 thru 41)	25,550.00	42
(Date)		(Date)		Deposit (Cash Downpayment)	N/A	43
For your protection, request a receipt for all payments you make.				Rebate	N/A	44
This Agreement is not binding upon either Seller or Buyer until signed by an authorized Seller representative.				Other		45
If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Buyer and Seller based on this Agreement on the terms as submitted. See paragraph 13 on the other side of this Agreement, which shall survive the termination of this agreement for any reason.				Balance Due on Delivery (42 minus 43 thru 45)	25,550.00	46
Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.						
BUYER SIGNS X		DATE		3/21/22		
CO-BUYER SIGNS X		DATE		3/21/22		
MANAGER'S APPROVAL (Must Be Accepted By An Authorized Representative of the Seller)		DATE		3/21/22		
X		DATE		02/15/22		



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

3/21/22 @ 10:39 am - Reg.

Annual rather than mo-mo

LESSEE LEGAL NAME: Upshur County Prosecuting Attorney		Telephone No: 3044729699	
Billing Address: 38 West Main St 202, Buckhannon, WV 26201		Equipment Location (if other than Billing Address): 38 West Main St 202, Buckhannon, WV 26201	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)			
Unit Quantity 1	Description of Equipment Leased Toshiba E4515AC	Make and Type	Model Number E4515AC
Serial Number			
BASE TERM IN MONTHS 63	TOTAL NUMBER OF LEASE PAYMENTS 63 @ \$196.88 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$0.00	
		(b) Security Deposit: \$0.00	
		(c) Documentation Fee: \$95.00	
		Total due a + b + c =: \$95.00	

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Upshur County Prosecuting Attorney

X

Lessee Authorized Signature

Print Name: Kristie G Tenney

E-Mail Address: Ktenney@upshurcounty.org

Tax ID Number: 55-10000406

Title: Commission President

Date: March 24, 2022

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X

Print Name:

E-Mail Address:

Accepted by:

LEAF Capital Funding, LLC By:

Title:

Date:



State and Local Government Addendum

Reference: **Application No. 717589**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Upshur County Prosecuting Attorney** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Upshur County Prosecuting Attorney	LEAF CAPITAL FUNDING, LLC
By: <u>Kristie G. Tenney</u>	By: _____
Print	Print
Name: _____	Name: _____
Title: <u>Commission President</u>	Title: _____
Date: <u>March 25, 2022</u>	Date: _____



Toshiba MFP Maintenance Agreement

March 18, 2022

Upshur County Prosecuting Attorney
38 W Main Street #202
Buckhannon, WV 26201
304-472-9699

Maintenance Details for Toshiba 4515AC Copier System:

- All service and supplies will be billed monthly at \$.0065 per black and white click and at \$.037 per color click. A \$30 monthly minimum required for all black and white clicks. All toner, parts, and labor included (excludes paper and staples). Initial IT set up included.

Hart Office Solutions also offers Managed IT Services Agreements. If interested, please contact us for a Free analysis and quote.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 10%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved from the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): Upshur County Prosecuting Attorney

Date: March 25, 2022

Customer Signature (acceptance): _____

Printed Name: Kristie G. Tenney

Title: Commission President

REQUEST FOR APPLICANTS - PART TIME POSITION

UPSHUR COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPUTY DIRECTOR

The Upshur County Commission is seeking qualified applicants to assist in leading the Department of Homeland Security and Emergency Management. The successful applicant will be responsible for county-wide homeland security and emergency management planning, response, and recovery when the director is indisposed.

Qualifications: Two or more years of college, technical school, other formal training or education, or combination thereof, plus one-year related experience in the emergency services sector or emergency management sector or five years experience in similar management or preparedness consulting services. Successful applicant must have, at minimum, NIMS ICS 100, 200, 300, 700 & 800 and FEMA's Professional Development Series (IS 120c, 230e, 235c, 240c, 241c, 242c, 244b), or the ability to obtain the necessary on-line training within 60 days of employment. Successful applicants must represent themselves and the county in a professional manner and have excellent verbal and written communication skills; extensive knowledge of local, state and national laws as they apply to the field of homeland security and emergency management; working knowledge of Upshur County geography and surrounding areas; knowledge of law enforcement, fire and EMS services, policy and administration, including applicable legislation, authority, governing bodies, regulatory agencies and advisory organizations and general knowledge and experience with radio networks and communications equipment. Please visit www.upshurcounty.org for a PDF application and job description.

- * Working hours are flexible up to 520 hours per year
- * Starting wage of \$20/hour
- * County vehicle and cell phone are provided for official use
- * A background check will be conducted
- * This position involves strenuous physical activity with the ability to occasionally lift and move up to 50 pounds.
- * Must possess a valid driver's license and good driving record
- * Deputy director must be available for response to the EOC 24/7, 365 days/year unless scheduled in advance with the Director

Applications must be returned to the address below no later than 4:00 pm on Friday, April 1, 2022.

Upshur County Administrative Annex
c/o: Carrie Wallace, County Administrator
91 W. Main St., Suite 101
Buckhannon, WV 26201

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



Upshur County Sheriff's Financial Statement

For Period Ending : **February 2022**



FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,843,110.84	\$ 620,431.11	\$ (667,011.43)	\$ 1,796,530.52
FUND - 002 COAL SEVERANCE TAX FUND	\$ 47,743.13	\$ 11.83	\$ -	\$ 47,754.96
FUND - 003 DOG AND KENNEL FUND	\$ 46,921.44	\$ 1,872.10	\$ (3,246.12)	\$ 45,547.42
FUND - 004 GENERAL SCHOOL FUND	\$ 3,097.45	\$ 1,927.75	\$ -	\$ 5,025.20
FUND - 005 MAGISTRATE COURT FUND	\$ 7,385.73	\$ 1,040.81	\$ -	\$ 8,426.54
FUND - 006 WORTHLESS CHECK FUND	\$ 125,235.33	\$ 379.82	\$ -	\$ 125,615.15
FUND - 007 E-911 FUND	\$ 955,462.83	\$ 243,504.32	\$ (36,942.11)	\$ 1,162,025.04
FUND - 008 HOME CONFINEMENT FUND	\$ 22,753.67	\$ 2,378.51	\$ (2,047.98)	\$ 23,084.20
FUND - 013 CURRY PARK FUND	\$ 54,080.79	\$ 1.56	\$ (27,200.31)	\$ 26,882.04
FUND - 015 CURRY LIBRARY FUND	\$ 26,195.75	\$ 0.98	\$ (2,188.06)	\$ 24,008.67
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ -	\$ -	\$ -	\$ -
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 8,845.76	\$ 7,272.13	\$ (8,670.76)	\$ 7,447.13
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 35,624.82	\$ 18,101.81	\$ (11,448.32)	\$ 42,278.31
FUND - 039 COAL REALLOCATION FUND	\$ 13,361.61	\$ 0.35	\$ (13,361.61)	\$ 0.35
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 947,001.54	\$ 36.32	\$ (19,276.81)	\$ 927,761.05
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 250,126.04	\$ 31,210.47	\$ (2,844.62)	\$ 278,491.89
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,619,943.06	\$ 994.16	\$ -	\$ 1,620,937.22
FUND - 059 CONCEALED WEAPONS FUND	\$ 24,556.61	\$ 605.94	\$ (419.00)	\$ 24,743.55
FUND - 063 VOTER'S REGISTRATION FUND	\$ 976.84	\$ -	\$ -	\$ 976.84
FUND - 071 JURY FUND	\$ 14,180.12	\$ 900.24	\$ -	\$ 15,080.36
FUND - 073 SPECIAL LAW ENFRMCT INVESTIGATION FUND	\$ 2,487.11	\$ 0.10	\$ -	\$ 2,487.21
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 42,115.34	\$ -	\$ -	\$ 42,115.34
FUND - 079 SPAYING & NEUTERING FUND	\$ 40,807.46	\$ 550.00	\$ (1,370.68)	\$ 39,986.78
FUND - 080 COMM. CORR. FUND	\$ 216,167.76	\$ 440,375.07	\$ (14,650.08)	\$ 641,892.75
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ -	\$ -	\$ -	\$ -
FUND - 311 DMV LICENSE FUND	\$ -	\$ 36,172.50	\$ (36,172.50)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ 15.00	\$ 706.89	\$ (706.89)	\$ 15.00
FUND - 313 COURT REPORTER FUND	\$ -	\$ 50.00	\$ (50.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 100.00	\$ (100.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 650.00	\$ (650.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 9,046.26	\$ (9,046.26)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 264,805.50	\$ 5,030.31	\$ (51,590.10)	\$ 218,245.71
FUND - 365 DELQ & NONENT LAND	\$ 1,665.22	\$ -	\$ -	\$ 1,665.22
FUND - 366 BOARD OF HEALTH FUND	\$ 294,688.74	\$ 236,289.86	\$ (47,187.94)	\$ 483,790.66
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 542.00	\$ 508.50	\$ (542.00)	\$ 508.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 702,023.47	\$ (702,023.47)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 355,715.81	\$ (355,715.81)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 99,185.51	\$ (99,185.51)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 11,902.24	\$ (11,902.24)	\$ -
FUND - 206 COVID 19 FUND	\$ -	\$ -	\$ -	\$ -
FUND - 207 AMERICAN RECOVERY FUND	\$ 2,302,829.03	\$ 88.32	\$ (590.00)	\$ 2,302,327.35
FINAL TOTALS	\$ 9,217,491.52	\$ 2,829,065.05	\$ (2,126,140.61)	\$ 9,920,415.96
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 10,944,238.05	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (1,904,137.78)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 878,565.69			
NET BANK BALANCE	\$ 9,918,665.96			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 9,920,415.96			

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

Virgil D. Miller
 Sheriff & Treasurer, Upshur County

3/17/2022



Upshur County Sheriff's Financial Statement

For Period Ending: **February 2022**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	CURRY LIBRARY-MMA	\$ 194.34	\$ -	\$ -	\$ 194.34
	BOARD OF HEALTH-MMA	\$ 6,129.52	\$ -	\$ -	\$ 6,129.52
	BOARD OF HEALTH-CKNG	\$ 100.00	\$ -	\$ -	\$ 100.00
	BANK TOTAL	\$ 6,423.86	\$ -	\$ -	\$ 6,423.86
CITIZENS BANK OF WEST VIRGINIA					
	GENERAL COUNTY FUND - IBCK	\$ 1,107,319.77	\$ -	\$ 518,763.17	\$ 1,626,082.94
	COAL SEVERANCE - IBCK	\$ 47,754.96	\$ -	\$ -	\$ 47,754.96
	E-911 - IBCK	\$ 1,162,804.29	\$ (779.25)	\$ -	\$ 1,162,025.04
	CURRY PARK - IBCK	\$ 27,382.04	\$ (500.00)	\$ -	\$ 26,882.04
	CURRY LIBRARY - IBCK	\$ 25,064.33	\$ (1,250.00)	\$ -	\$ 23,814.33
	ASSESSOR'S VALUATION - IBCK	\$ 249,660.20	\$ (1,732.21)	\$ 30,563.90	\$ 278,491.89
	UP. CO. FIN. STAB. FUND - IBCK	\$ 1,620,937.22	\$ -	\$ -	\$ 1,620,937.22
	CONCEALED WEAPONS - IBCK	\$ 24,508.55	\$ (75.00)	\$ 310.00	\$ 24,743.55
	GENERAL TAX - IBCK	\$ 1,443,752.51	\$ (1,697,120.34)	\$ 253,367.83	\$ -
	BOARD OF HEALTH FUND - IBCK	\$ 463,494.31	\$ -	\$ 2,728.38	\$ 466,222.69
	OASIS CLEARING - CKNG	\$ -	\$ -	\$ -	\$ -
	UPSHUR CO. FIRE FEE - IBCK	\$ 18,712.13	\$ (12,015.00)	\$ 750.00	\$ 7,447.13
	UP CO COAL REALLOCATION - IBCK	\$ 5,101.96	\$ (5,101.61)	\$ -	\$ 0.35
	EMPLOYEE BENEFITS - IBCK	\$ 945,862.86	\$ (18,101.81)	\$ -	\$ 927,761.05
	SP LAW ENF INVESTIGATION - IBCK	\$ 2,487.21	\$ -	\$ -	\$ 2,487.21
	COMMUNITY CORRECTIONS - IBCK	\$ 641,945.75	\$ (53.00)	\$ -	\$ 641,892.75
	PARKS/REC CLEARING - CKNG	\$ 275.00	\$ (275.00)	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 60.00	\$ (60.00)	\$ -	\$ -
	TAX CLEARING - CKNG	\$ 46,519.78	\$ (92,337.30)	\$ 45,817.52	\$ -
	BOARD OF HEALTH PAYROLL - CKNG	\$ 10,149.16	\$ (5,191.69)	\$ -	\$ 4,957.47
	GENERAL COUNTY OPERATING - CKNG	\$ 204,585.16	\$ (36,753.66)	\$ 866.08	\$ 168,697.58
	DOG & KENNEL - CKNG	\$ 46,649.52	\$ (1,102.10)	\$ -	\$ 45,547.42
	GENERAL COUNTY MISC-CKNG	\$ 13,451.74	\$ -	\$ -	\$ 13,451.74
	WORTHLESS CHECK - IBCK	\$ 125,615.15	\$ -	\$ -	\$ 125,615.15
	HOME CONFINEMENT - IBCK	\$ 23,084.20	\$ -	\$ -	\$ 23,084.20
	EE HEALTH CARE REIMB - IBCK	\$ 25,015.16	\$ (838.66)	\$ 18,101.81	\$ 42,278.31
	VOTER'S REGISTRATION - IBCK	\$ 976.84	\$ -	\$ -	\$ 976.84
	JURY - CKNG	\$ 15,219.55	\$ (139.19)	\$ -	\$ 15,080.36
	CHILD EXCHG & VISITATION - CKNG	\$ 42,115.34	\$ -	\$ -	\$ 42,115.34
	SPAY & NEUTER - CKNG	\$ 39,940.78	\$ (200.00)	\$ 246.00	\$ 39,986.78
	ELKINS ROAD PSD - CKNG	\$ -	\$ -	\$ -	\$ -
	AMERICAN RECOVERY FUND - IBCK	\$ 2,302,327.35	\$ -	\$ -	\$ 2,302,327.35
	WELLNESS COMPLEX - CKNG	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	DMV LICENSE - CKNG	\$ 13,568.00	\$ (20,477.00)	\$ 6,909.00	\$ -
	STATE CLEARING - CKNG	\$ 15.00	\$ -	\$ -	\$ 15.00
	STATE POLICE - CKNG	\$ 675.00	\$ (670.00)	\$ -	\$ 5.00
	TAX LEIN - CKNG	\$ 222,008.40	\$ (3,762.69)	\$ -	\$ 218,245.71
	DELQ & NON-ENTERED LAND - CKNG	\$ 1,665.22	\$ -	\$ -	\$ 1,665.22
	BOARD OF HEALTH OPERATING - CKNG	\$ 11,983.25	\$ (5,602.27)	\$ -	\$ 6,380.98
	WVDSRF - CKNG	\$ 366.50	\$ -	\$ 142.00	\$ 508.50
	BANK TOTAL	\$ 10,937,814.19	\$ (1,904,137.78)	\$ 878,565.69	\$ 9,912,242.10
SUMMARY:					
	TOTAL ALL BANKS	\$ 10,944,238.05	\$ (1,904,137.78)	\$ 878,565.69	\$ 9,918,665.96
	PETTY CASH / CASH DRAWERS			\$	\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND			\$	\$ -
	GRAND TOTAL			\$	\$ 9,920,415.96



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Addressing and Mapping

MONTH / YEAR: Feb 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Terri Jo Bennett	2021 Ford Exploer	1FMSK8BH7MGC39445	859	1110	251	13.03 7/16
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					0	0

Feb-2022

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Month/Year: February 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,473	103,474	0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			Total Miles		1	



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year February 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
C Wallace / T Perry	2019 Chevy 2500	2GC2KREG1121064	9281	9282	1	
			9282	9356	74	
Jeremiah McCourt			9347	9356	9	
			9356	9414	58	
			9414	9432	18	
			GRAND TOTALS		160	0

UPSHUR

UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Feb. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2020 F-250	IFT7XZB83LEE	9,934	10,110	676	0 23.9
Chris Alkire		84I12				0 4.4 Diesel
Eric Poling						0 18.48
Loretta Koon					Tractor	0 23.08
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					676	0 65.46 0



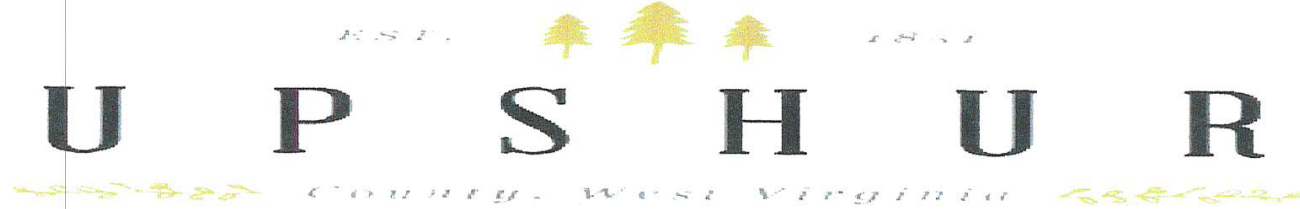
UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Feb. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBFZB69KEC81	11909	12004	95	16.3
CHRIS AIKINE		902			0	
ERIC POLING					0	
LONITA KOONE					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					95	16.3



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Feb. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV541B8551	92432	92636	204	15.9
Chris Alkire		4917			0	9.2
Eric Poling					0	
Loretta Krone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					204	25.1



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Parks

MONTH / YEAR: Feb 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Jeremiah McCourt	OEM 2500	2GC2KREG9K114064	9347	9356	9	0
↓	↓	↓	9356	9414	58	0
			9414	9432	18	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
					0	0
			GRAND TOTALS		85	0

Feb-22

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]

UPSHUR COUNTY ENHANCED EMERGENCY TELEPHONE ADVISORY BOARD

March 22, 2022

Handouts

- Sign in Sheet
- Previous Meeting Minutes

Old Business

- Tele communicator vacancy update

E-911 Report

- E-911 Director Report, Doyle Cutright

New Business

- Update on Microwave/Direct Connect Project
- 911 Budget
- Sheriff Office FBI Audit
- EMD Audit/Guide Cards

Public Comment: None

Adjournment: Motion

Next Meeting: April 26, 2022

Notice of Special Meeting

for

Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street
Date: Tuesday, March 22, 2022
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---February 15, 2022

Public Questions/Comment Period

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

- Cumulative report
- Updated Collection Tables
- Correspondence from Software Systems announcing rate increases beginning new Fiscal Year

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 02/28/2022---\$84,811.67
- Disbursement from Chief Tax Deputy for February---\$7,347.13

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice #35972---\$211.00
- *Upshur County Commission---Reimbursement---Quill Supplies (envelopes, file folder) ---\$99.16

Disbursement of the second 2021 Fire Fee collections in the amount of \$5,500.00 per department

Update from Jeff Harvey regarding the fire study.

Review and Approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---April 19, 2022---Adjournment

***Special Session of City Council of Buckhannon
2:00 P.M. in Council Chambers
Meeting Agenda for Monday, April 4, 2022***

- A. Call to Order**
 - A.1 Moment of Silence**
 - A.2 Pledge to the Flag of the United States of America**
- B. Executive Session Per WV Code § 6-9A-4**
 - B.1 Interview Candidates for Possible Hire of Probationary Firefighter**
- C. Strategic Issues for Discussion and/or Vote**
 - C.1 After Executive Session: Possible Hire of Probationary Firefighter**
- D. Adjournment**

Posted 03/18/2022

To Participate in the meeting virtually,

Please join my meeting from your computer, tablet or smartphone: <https://meet.goto.com/507674101>

You can also dial in using your phone **United States: +1 (571) 317-3122** Access Code: **507-674-101**

***City Council of Buckhannon – 9:00 AM in Council Chambers
Special Meeting Agenda for Tuesday, April 19, 2022***

A. Call to Order

A.1 Moment of Silence

A.2 Pledge to the Flag of the United States of American

B. Strategic Issues for Discussion and/or Vote

B.1 Lay the Levy

Per WV Code § 11-8-10a: The purpose of the meeting is to lay the levy of the property tax rates for the next fiscal year 2022-23 and to hear any objections.

C. Adjournment

Posted 03/18/2022

**Upshur County Family Resource Network
General Membership Meeting
November 8, 2021
Meeting Minutes (held virtually)**

Board Members present: Tina Helmick, Jodi McQuillan, and Eddie Vincent.

Board Members not present: Debora Brockleman, Rise Hanifan, Addie Helmick, Matt Kerner, Tonya Kittle, Dr. Joseph Reed, Beth Rogers, Kristie Tenney.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Sarah Campbell (Pallottine Foundation), Anne Chopyak (community), Nicki Bentley Colthart (Mountain CAP), Taylor Daugherty (Aetna), Kari Frye (Center for Women's Health), Tracy Furby (Right From the Start, Upshur, Barbour, Randolph), Maria Wilson for Jerry Johnson (First Choice Services), Heather Lane (Lane Family Consulting), Laura McDaniels (Mountain CAP Child Advocacy Center), Jodi McQuillan (HAPI Project), Wendy Niceler (The Health Plan), Peggy Rittenhouse (MountainHeart Community Service), Suree Sarceno (VITA), Brad Story (Highland Hospital), and Sandra Weber (North Central WV Community Action Agency).

Introduction & opening prayer: Sarah Campbell, formerly Director of Upshur County Senior Center and now Health Program Officer, Pallottine Foundation, provided our opening prayer. In the absence of current Chair and Vice-Chair of our board, Lori chaired today's meeting. She announced that we will not meet in December.

Speaker: Kristy McKisic, licensing and recruiting coordinator for foster care program with NYAP. Kristy's office is in Sutton, while the main office is in Fairmont. In addition to their foster care program, NYAP's other services include wrap around, comprehensive assessment, outpatient mental health, positive adolescent, and others. Their website address is: www.nyap.org, and they have a Facebook page (NYAP WV). Kristy noted that maybe you can't foster or adopt but you can help spread the word. She spreads the word mostly at FRN meetings, as well as at fairs and festivals. They like to get potential families licensed and ready to go within 60 days, including background checks. NYAP is now working on an Amazon Wish List for children in foster care.

Speakers: Dr. Sara Stankus and Dr. Deb Harrison, Superintendent and Assistant Superintendent, respectively, for Upshur County Schools. Their presentation was on the topic of a new high school and plans for the future. They shared their vision for the next 10 years, noting their mantra "Schools Our Children Deserve". Their message has been taken to Lions clubs, SUBA, Create Buckhannon, and other organizations, as they shared their dreams and wishes for our schools. B-U Middle School was built in 1925, nearly 100 years ago, and demands a lot of the school budget to maintain it. Expenses in the form of supplies, equipment and labor keep going up; the expense for utilities at BUMS is \$15,000-\$20,000 a month. Within the next 2-3 years a new roof will be needed. Next week's Board of Education meeting will be at BUMS, and the public is invited to attend. The plan is to move middle school students to the current high school, and a new high school built, offering not only academic subjects but also a CTE program (Career Technical Education), with the goal being a balanced approach to educating our students. Students will be able to leave high school with an Associate degree from a State institution. In order to better explain their plans, a series of slides were shown. A new school must be built

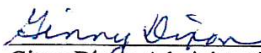
within 3 years. A special election will be held on January 15, 2022 to vote on the school bond issue. Offering a third of the total needed, the School Building Authority has pledged \$22 million. Eddie Vincent, Director of Wellness and Child Nutrition, also joined the presentation from his office. He shared that the CTE offerings are exciting, as is getting kids prepared for jobs. Drs. Stankus and Harrison are available to speak to other groups, in person or through Zoom. Several attendees at today's UCFRN meeting commented, including a question about whether accommodations will be made for students with special needs in the new high school; the answer is yes, with our school system working with Pierpont College's program.

Information sharing:

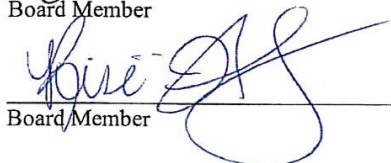
- **Lori** shared that Adie Helmick will be our new Board Chair, and Jodi McQuillan the Vice-Chair, beginning in January 2022. She also shared that the Tobacco Prevention Coalition needs pledges for our Great American Smokeout contest.
- **Sarah Campbell** introduced herself in her new position with Pallottine Foundation. Tracie Thompson has been hired as the new Upshur County Senior Center Director.
- **Taylor Daugherty** with Aetna asked that we be aware of dental health care benefits available through Medicaid, and that we receive our flu shot.
- **Laura McDaniels** shared that Mountain CAP's Child Advocacy Center has a fundraiser, "No Shave November" that participants pay \$25, for which they will have a best beard contest on Facebook, with a basket raffle. One can sponsor someone else. Laura also shared that the CAC now has 2 therapists and they are accepting new referrals.

Next meeting: Monday, January 10, 2022 at 12:00 noon.
(December's meeting will be skipped this year).

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

**Upshur County Family Resource Network
General Membership Meeting
January 10, 2022
Meeting Minutes (held virtually)**

Board Members present: Addie Helmick, Tonya Kittle, Jodi McQuillan, Dr. Joseph Reed, and Beth Rogers.

Board Members not present: Debora Brockleman, Rise Hanifan, Tina Helmick, Matt Kerner, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Megan Bruffey (Burlington UMFS), Devona Butler (Family Support Supervisor, DHHR), Sarah Campbell (Pallottine Foundation), Nicki Bentley-Colthart (Mountain CAP), Taylor Daugherty (Aetna), Randolph, Amanda Hayes (WVWC), Heather Lane (Lane Family Consulting), Rita McCrobie (WV AG's office), Kathy McMurray (Director, Mountain CAP), Wendy Niceler (The Health Plan), Kerri Ours (ACHC), Peggy Rittenhouse (MountainHeart Community Service), Suree Sarceno (VITA), Sandra Moore (VITA Program Assistant), and Barb Tucker (Adolescent Health). Also our guest speaker, Jami Stewart.

Introduction & opening prayer: Jodi McQuillan, Vice-Chair, called the meeting to order as Addie Helmick, Chair, was having audio problems today. Dr. Reed offered our prayer.

Updates from Director: Lori informed all present of the UCFRN Board of Directors' officers for 2022: Addie Helmick, Chair; Jodi McQuillan, Vice-Chair, Ginny Dixon, Secretary (bylaws state); Debora Brockleman, Treasurer. See today's Agenda for further information. Lori reported that we helped the Band of Brothers and Upshur County Schools connect for this past Christmas' project. The BOB (for short) provided a donation to UCFRN to help a few other children for Christmas as well. Healthy Grandfamilies next session will be starting again in March. Please help us to spread the word. There will be a meeting on 1/21/22 at 10:00 am to start planning, and will include school counselors and CIS staff also. The baby shower will not occur in March this year. PIP, which meets after today's FRN meeting, will decide. It may be held outdoors. Lori wants a simple website set up for the UCFRN, and may ask Steve Wycoff to help get it started. Our next family social will be virtual on 1/24/22 starting at 11:00-ish and will be about indoor composting in a bottle.

Information sharing: (we jumped to this portion of the meeting since our guest speaker was not yet in the meeting)

- **Suree Sarceno** announced that tax season is coming up and we should expect 2 letters in the mail: Letter #6475 on the economic impact payment (aka stimulus); letter #6419 on the child tax credit. Suree also shared that VITA will be able to serve Upshur County residents this year at the Upshur County Public Library. Taxpayers need to call to make an appointment.
- **Sarah Campbell** shared that the Pallottine Foundation will be opening its Healthy Communities Initiative grant cycle for 2022 on January 14th. More information may be found on its website: <https://pallottinebuckhannon.org/healthy-communities-initiative/>.
- **Taylor Daugherty** with Aetna spoke of their value added benefits for the Medicaid and CHIP populations. Also, Aetna continues to provide their monthly support sessions on the first Friday of every month; the link to join is emailed.

- **Jodi McQuillan** shared that HAPI, which serves children to age 18 months, is always taking referrals. She noted that their staff does a great job in reaching families.


Guest speaker: Jami Stewart, home ownership advisor with the Home Ownership Center of WV, provided a power point presentation covering their various services, which include credit counseling, budgeting, down payment assistance & mortgage lending, and home buyer education. The latter is available in an online version if needed. Their mission is “to strengthen the communities of north central West Virginia by creating and supporting successful homeowners through responsible mortgage lending, financial advisory services and home buyer/homeowner education.” Jami noted that there are also other agencies that cover other counties and who are providing these same services. Kathy McMurray, Director of Mountain CAP, added in the chat box: “Community Works in WV can provide homebuyer education and lending for much of WV – they do not overlap if there is another agency doing Home Ownership services.”

- **Information sharing(continued):**
- **Dr. Joseph Reed** shared that there are 5 rows in the community garden available if anyone is interested. Gardeners must give half of what’s produced to the Parish House.
- **Beth Rogers** shared that the Upshur County Public Library has some things “in the pipeline”, which will be shared in the future.
- **Barb Tucker** reported that she worked with counselors at B-U Middle School on a presentation on signs of suicide. Every student took the assessment. Contact Barb if interested in free training on youth mental health first aid.
- **Nicki Bentley-Colthart** shared that Mountain CAP is moving forward on homelessness prevention and in serving people at risk of becoming homeless.
- **Wendy Niceler**, community outreach with The Health Plan, shared that she would like to collaborate on events such as health fairs, baby showers, and such.

Next meeting: Monday, February 14, 2022 at 12:00 noon (virtual)

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

**Upshur County Family Resource Network
General Membership Meeting
February 14, 2022
Meeting Minutes (held virtually)**

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

Board Members not present: Debora Brockleman, Rise Hanifan, Tina Helmick, Matt Kerner, Beth Rogers, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Megan Bruffey (Burlington UMFS), Anne Chopyak (community), Nicki Bentley-Colthart (Mountain CAP), Hazel Davis (Milan Puskar Health Right), Traci Furby (RN, Region 7), Brittany Grueser (WVU Medicine), Amanda Hayes (WVWC), Heather Lane (Lane Family Consulting), Leeanna Marks (Milan Puskar Health Right), Wendy Niceler (The Health Plan), Kerri Ours (Coordinator of Admissions & Crisis, ACHC), Courtney Pride (WVU Center for Excellence in Disabilities), Emma Rexroad (Unicare), Peggy Rittenhouse (MountainHeart Community Service), Also our guest speaker, Dannie Stiles.

Introduction & opening prayer: Addie Helmick, Chair, called the meeting to order and offered our opening prayer.

Updates from Director: Lori informed all present that around early March we will be sending our Resource Directory out; some portions will be separate and small enough to place in locations such as our libraries. If anyone has any flyers or brochures on their program, they may be dropped off at Stockert Youth & Community Center; if either Lori or Ginny aren't there, someone will see that we receive them. June 11th is the date set for our Community Baby Shower; time and place TBD. Ginny will be sending around via email the flyer we received on school bus safety. If you know of a family that could benefit from either (or both) our monthly socials and the Healthy Grandfamilies initiative, please have them contact Lori.

Guest Speaker: Dannie Stiles: Dannie is a community health worker with Quality Insights, a program available through a grant from WV DHHR. This program was formerly known as WV Medical Institute, which was founded in 1973, and became Quality Insights in the early 2000's, at which point they started consulting through the Mid-Atlantic region. Dannie is in charge of 8 counties in WV, and is one of 8 community health workers. He presented a power point titled Addressing COVID-19 Health Disparities in West Virginia, which explained further "Who is Quality Insights?" It is Quality Insights' desire to collaborate with many organizations, to build awareness in that community, by using existing partners and engaging new partners. Dannie may be contacted at 800-642-8686, extension 3261, or by email: dstiles@qualityinsights.org. Their website is: www.qualityinsights.org/covid19wv. Lori invited Dannie to set up at our baby shower and offered to have a flyer available at our social.

Information Sharing:

- **Dr. Joseph Reed** shared that he is looking for volunteers for Green Bean weekend, in mid-August. Planning meeting will take place February 16th at 5:00 pm at the Presbyterian Church.
- **Jodi McQuillan** posted in chat box WV Healthy Start/HAPI's website:

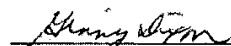
<https://www.wvdhhr.org/rfts/>.


- **Courtney Pride** shared that the Traumatic Brain Injury Conference is being held virtually March 1-3, 2022. To register: <http://tbi.cedwvu.org/conferences-and-events/wv-tbi->
- **Peggy Rittenhouse** shared that MountainHeart is still closed to the public until the end of the month, but they are still doing phone intakes for individuals needing daycare for their children and provider training (by phone) for individuals who want to become a child care provider.
- **Addie Helmick** shared that Centers Against Violence is looking for a Rural Sexual Assault Advocate to work in Upshur and Barbour Counties, and Barbour County needs a Domestic Violence Advocate. Also, the Tri-County Exchange Program is looking for people to work there part-time. Those who run this program are trying to get it back up and running again. Exchanges take place currently on Fridays, Saturdays, and Sundays, at two sites (Upshur and Lewis Counties). A drop-off site is being sought in Upshur County. This program provides a safe exchange between parents. Addie also shared that this month is Teen Dating Violence month.

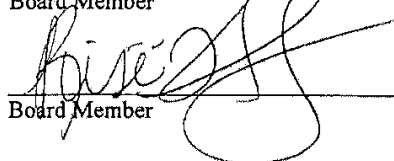
Meeting adjourned at 12:40 pm.

Next meeting: Monday, March 14, 2022 at 12:00 noon (virtual)

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

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

Monday, February 14, 2022

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:35 p.m. on February 14, 2022.

Present at the meeting were: Joyce Harris-Thacker, James S. "Jay" Hollen III, Jackie McDaniels, Paula Stone, Mary Gower and Director Belinda Lewis. A quorum was present. There were no guests.

The minutes of the January 10, 2021 meeting had been previously sent to the members. Jackie made a motion to approve the minutes. Seconded by Jay. Motion carried.

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

	<u>December</u>	<u>January</u>
• REAP Account	\$ 100.00	\$ 100.00
• SWMB Account	\$10,530.00	\$ 9,130.00
• Money Market Account	\$19,569.05	\$19,569.55
• Operating Account	\$22,703.99	\$26,214.71

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

Belinda reported that the 5-year update of the Upshur County Comprehensive Litter and Solid Waste Control Plan is in the hands of the State SWMB for its approval. She also reported that the curbside recycling bins have been received.

A discussion was held about the upcoming Paper Shred Event. It was noted that Shred-It is booked until June but Sunrise Sanitation would be available for the April 23rd date. Jackie moved to accept the bid from Sunrise Sanitation for the Free Paper Shred Event on April 23rd. Seconded by Jay. Motion carried.

The Every Door Direct Mailing Brochure (EDDM) was discussed. Since the Board was going to use Sunrise Sanitation to keep the April Paper Shred Date, it was determined to keep the EDDM mailing date of April.

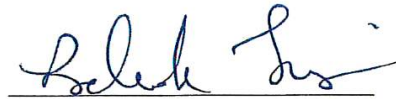
Jay made a motion to submit the 2023 WV CORP Director's Insurance proposal. Seconded by Mary. Motion carried.

Jackie made a motion to authorize Joyce Harris-Thacker to sign the SWMB Grant Semi-Annual Report and have Belinda submit it to the State. Seconded by Paula. Motion carried.

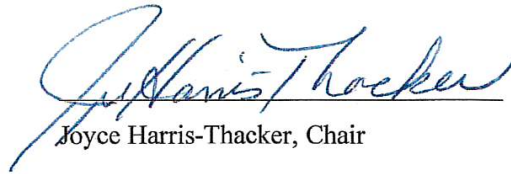
A discussion was held on the Tire Amnesty Day. Belinda reported that she had been contacted by DEP and put them in contact with Jerry Arnold. It is scheduled for March 5th. Jay mentioned that the event should be advertised on the billboard near Sheetz. (Theresa Summers should be contacted about this. Also, perhaps the Free Paper Shred Event could be advertised on that billboard, as well.)

With no further business, the meeting was adjourned at 4:56 p.m.

Respectfully Submitted:



Belinda Lewis, Director



Joyce Harris-Thacker, Chair

February 14, 2022

(Signature copy to be maintained in the UCSWA Office)

**Upshur County Fire Board Special Meeting
February 15, 2022**

Members Present: Joe Gower, Sidney Huffman, Larry Alkire, Donna Matthews, Kristie Tenney, and Brian Elmore
Members Absent: Rick Harlow
Others Present: Rhett Dusenbery, Kristen Harvey-reporter, and Toni Newman-Fire Fee Clerk

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

The meeting minutes from January 25, 2022, were approved on motion by Sidney Huffman and second by Larry Alkire.

Rhett Dusenbery advised that the congressman was willing to write letters in support of volunteer fire departments seeking grants to fund various needs.

The Fire Fee Clerk reported the 2021 Fees are at 83 percent collected. The 2020 fees are at 88 percent collected. The Board welcomed newest member, Brian Elmore, who is filling the vacancy left by Derek Long's resignation.

The checking account balance as of 01/31/2022 was \$96,526.07. The disbursement from the Chief Tax Deputy was \$8,595.76 for January.

The following invoices were reviewed and approved upon motion by Larry Alkire and second by Donna Matthews:

*Software Systems---monthly maintenance---Invoice #35822---\$211.00

*Upshur County Commission---Reimbursement---Quill Supplies---carpet mat, White Binders---\$99.16

Brian Elmore provided information regarding the costs of equipment, uniforms, and supplies used by the departments. Other expenses such as utilities, insurance, maintenance fees, etc., were also discussed; as well as the expiration dates on equipment and uniforms. Ms. Harvey will publish an article related to the use of the funding provided by the collection of the fire fees.

The Fire Fee Clerk has ascertained that changing the meeting place prior the July 2022 meeting would necessitate a change in the by-laws. Meeting times and places can be changed in the first meeting of the new fiscal year. The Board decided to wait until July.

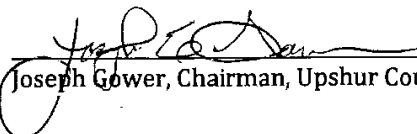
On motion by Donna Matthews and second by Larry Alkire, the Board approved the Bank Signatory letter to change designees to current members of the Board.

On motion by Larry Alkire and second by Sydney Huffman, the Board approved the renewal of the WVCORP insurance.

The check registry was provided to the Board and discussion of remaining expenses for the year was held. On motion by Brian Elmore and second by Larry Alkire, the Board approved a second disbursement of 2021 Fire Fee funds in the amount of \$5,500.00 to each department to be issued at the next meeting of the Board.

There were no corrective tickets. There were two exoneration tickets approved by the Board this month.

There being no further business, the meeting adjourned at 7:30 pm. The next meeting of the Board will be March 15, 2022.


Joseph Gower, Chairman, Upshur County Fire Board


Donna Matthews
Board Member

The February 22, 2022 meeting of the Upshur County Emergency Telephone Advisory Board was called to order at 3:00pm. Present were Rolenson, , Burnside, Wallace, Elmore, Cutright and Wachob, Perry. McKisic, Tenney were absent. There were also guests present.

Wachob reported on Telecommunicator vacancies. Cutright reported on Frontier update and problems with transferring 911 calls. He reported on law enforcement interdiction and officers not acknowledging status checks. Discussion was held on status checks of fire calls. A fire re-districting update was discussed. A letter to the departments for final information was agreed on to be sent. Handle With Care program by the school system was explained. Tow policy is being reviewed for future implementation.

The direct connect project was discussed. It was decided to request a meeting with SIEC representatives to determine how to get the project off dead center.

First Energy has training materials available that was distributed to agencies.

Discussion on possible maintenance contract for radio equipment at the tower site. Further discussion should be in the future.

Officers were elected to include Rolenson as Chair and Burnside as Secretary.

Meeting adjourned 4:35 pm.

A handwritten signature in blue ink, appearing to read "Rolenson", is written over the text of the meeting adjournment.