

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: June 16, 2022

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

- May 16, 2022 -- Primary Election canvassing minutes
- June 2, 2022

10:00 a.m. Patrick Cadle and Denise Allen representing the County Commissioners' Association of West Virginia. (CCAWV) - presentation of award to Lila Wright, Student at Buckhannon-Upshur Middle School for Honorable Mention in the 2022 County Government Essay Contest for her submission of a 500-word essay on the topic of *"How does my county commission make life better for me?"* and Lisa Crites – BUMS teacher.

Items for Discussion / Action / Approval:

1. Approval and signature of a Letter of Support for the City of Buckhannon's Greenway Engineering and Property Acquisition project. * [Pages 6-7](#)
2. Approval and signature of a Letter of Support for the City of Buckhannon's Elizabeth J. "Binky" Poundstone Riverwalk Trail Extension for the Construction Phase of a 980 linear foot extension to the existing trail system. * [Pages 8-9](#)
3. Approval and signature of a Consulting Agreement between USI Insurance Services LLC and the Upshur County Commission, effective July 1, 2022. During the term of the agreement, the fee will be \$5,000 quarterly. * [Pages 10-16](#)
4. Approval and signature of the FY23 Community Corrections Day Report Center Grant (Project No. 23-CC-27) Contract Agreement, Resolution, Certifications, and Standard/Special Conditions and Assurances. The grant award is in the sum of \$161,500 to be used for the continued operation of a community corrections program in Upshur and Lewis Counties. * [Pages 17-50](#)
5. Review and signature of a Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$23,997.39. This is for Request for Funds #30. * [Pages 51-67](#)
6. Approval and authorization to submit FY 22 Community Oriented Policing Services (COPS) School Violence Prevention Program (SVPP) Application and on behalf of the Upshur County Board of Education in the amount of \$421,833. If awarded, the grant will provide additional video surveillance equipment and replace outdated equipment at all nine (9) public schools within Upshur County. [Pages 68-72](#)

7. Approval of Agreement for Consulting Services between the Upshur County Commission, Upshur County Board of Education and Region VII Planning & Development Council for the FY 22 Community Oriented Policing Services (COPS) School Violence Prevention Program (SVPP) grant administration. This agreement will only take effect so long as the grant application is approved; however, a copy of the Agreement will be submitted with the application as 75% of the consulting agreement is included in the federal funding request. Pages 73-74
8. Correspondence from Judith L. Williams, Director of James W. Curry Public Library, requesting approval of the expenditure of \$175 payable to Skateland for rink rental on August 9, 2022. This is for the grand finale event for the “Read Beyond the Beaten Path” 2022 summer reading program. * Page 75
9. Approval of Upshur County Department of Homeland Security and Emergency Management Volunteers, Charles Wykoff and Megan Wykoff. * Under separate cover
10. Approval of Lewis-Upshur Animal Control Facility Volunteers Beau Bunton and Susan Rice. * Under separate cover
11. Correspondence from Christopher A. Cook requesting reappointment to the Upshur County Safe Structures & Sites Ordinance Enforcement Agency/Board. Upon approval, this term will expire on June 30, 2024. * Page 76
12. Correspondence from Phil Loftis requesting reappointment to the Buckhannon-Upshur Airport Authority. Upon approval, this term will expire on June 30, 2025. * Page 77
13. Correspondence from Jay Hollen, requesting the appointment of Scott Randall to the Upshur County Solid Waste Authority Board. Upon approval, this term will expire on June 30, 2026. * Page 78
14. Memorandum from Shelia M. Adams, Administrative Assistant, requesting the appointment of Tabatha R. Perry, Upshur County Administrator, to the James W. Curry Library and Park Advisory Board. Upon Approval Ms. Perry will complete the unexpired term of former Upshur County Administrator, Carrie L. Wallace, expiring December 31, 2025. * Page 79
15. Memorandum from Shelia M. Adams, Administrative Assistant, requesting the reappointment of Jeremiah McCourt, Upshur County Parks and Recreation Facilities Director, as the recreation industry representative on the Mountaineer Trail Network Authority. Upon Approval Mr. McCourt’s term will be July 1, 2022 to June 30, 2024. * Page 80
16. Authorization for Tabatha R. Perry, County Administrator, to use Kristie G. Tenney’s official signature stamp to sign required documentation on behalf of the Upshur County Commission. * Page 81
17. Authorization for Cindy M. Hughes, Assistant County Administrator, to use Kristie G. Tenney’s official signature stamp to sign required documentation on behalf of the Upshur County Commission. * Page 82
18. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Program Director, requesting the employment of Sam Workman as a full-time case aide for the Lewis/Upshur County offices, effective June 21, 2022 *
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
19. Review and signature of Memorandum of Understanding between the Upshur County Commission and the Supreme Court of Appeals of WV regarding the arrangements essential to establishing and

maintaining family court facilities in Upshur County. Commencing July 1, 2022, the Commission shall invoice the Court for the amount not to exceed \$942 per month, which is equivalent to \$8 per square foot. Thereafter, and commencing July 1, 2024, the Commission shall invoice the Court for the amount not to exceed \$1,177.50 per month, which is equivalent to \$10 per square foot. Upon approval, the Memorandum of Understanding will be in effect until June 30, 2026. *

20. 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). Pages 83-88

For Your Information:

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

1. Proclamation made by Governor Jim Justice on June 17, 2022 permitting public employees of this State to generally cease business the entire workday of Friday, June 17, 2022, in acknowledgement of the historical significance of Juneteenth, and the fact it is to be recognized as an official federal holiday. This proclamation further reads that public employees of this State may be excused from their work duties the entirety of the day without charge against accrued annual leave. In accordance with subsection (c), section one, article two, chapter two of the WV Code, County Commissions may treat the day as if it were a legal holiday, and the Courts may do the same. The Courthouse and Annex will be closed per the 2022 Calendar Year Legal Holiday Schedule. * Pages 89-91
2. WVDOT Virtual Public Workshop to be held on June 17, 2022 5:00pm-7:00pm for the public to review information on future funding levels and provide input on the potential program categories and funding levels for the 6-year period of 2023-2028.
<https://transportation.wv.gov/highways/Programming/STIP/Pages/default.aspx> Pages 92-96
3. Upshur County E911 Communication Reports – May, 2022 Under separate cover
 - Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report
4. Lewis-Upshur Animal Control Facility Reports for the month of May, 2022 Pages 97-101
 - Adoption Financial Transactions
 - Cat Report
 - Animal Report
 - Animal Control/Humane Officer Animal Report
5. Upshur County Building & Floodplain Permits for the month of May, 2022 Pages 102-103
6. Public Notices:
 - a) Newsletters and/or Event Notifications:

• Upshur County Family Resource Network Family Connections	June 20, 2022	Page 104
• Lewis Upshur Animal Control Facility Open House	June 26, 2022	Page 105
• Leadership Upshur -Applications Due August 1, 2022		Page 106
 - b) Agendas and/or Notice of Meetings:

• Elkins Road PSD	June 7, 2022	Page 107
• Buckhannon-Upshur Chamber of Commerce	June 8, 2022	Page 108
• Upshur County Safe Sites & Structures Enforcement Board	June 9, 2022	Page 109
• Buckhannon-Upshur Airport Authority	June 13, 2022	Page 110
• Lewis/Upshur LEPC	June 15, 2022	Page 111
• City Council of Buckhannon	June 16, 2022	Page 112
• Upshur County Fire Board, Incorporated	June 21, 2022	Page 113

Meeting Minutes:

• James W. Curry Library /Park Advisory Board	October 27, 2021	Pages 114-117
• Upshur County Youth Camp Board	February 17, 2022	Pages 118-120
• Upshur County Family Resource Network	March 14, 2022	Pages 121-122
• James W. Curry Library /Park Advisory Board	March 23, 2022	Pages 123-124
• Upshur County Family Resource Network	April 11, 2022	Pages 125-126
• Upshur County Safe Sites & Structures Enforcement Board	April 14, 2022	Pages 127-128
• Upshur County Fire Board, Incorporated	April 19, 2022	Page 129
• Upshur County Public Library Board	April 20, 2022	Pages 130-131
• Elkins Road Public Service District	May 2, 2022	Pages 132-133
• Upshur County Family Resource Network	May 9, 2022	Pages 134-135
• Tennerton Public Service District	May 11, 2022	Pages 136
• Upshur County Public Library Board-Special Meeting	May 25, 2022	Pages 137
• Adrian Public Service District	May 5, 2022	Pages 138
• Upshur County Safe Sites & Structures Enforcement Board	May 12, 2022	Pages 139-140
• Upshur County Fire Board, Incorporated – Cancelled	May 17, 2022	Pages 141

c) Meetings:

- 06/01/22 5:00 p.m. Upshur County Farmland Protection Board -Special Meeting
- 06/02/22 7:00 p.m. Banks District VFD
- 06/02/22 7:00 p.m. City Council of Buckhannon
- 06/02/22 7:00 p.m. Selbyville VFD
- 06/02/22 3:00 p.m. Adrian PSD
- 06/07/22 5:00 p.m. Elkins Road PSD
- 06/08/22 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 06/08/22 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 06/08/22 3:00 p.m. Tennerton PSD
- 06/08/22 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 06/08/22 7:00 p.m. Ellamore VFD
- 06/09/22 7:00 a.m. Upshur County Development Authority *Executive Board
- 06/09/22 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 06/09/22 7:30 p.m. Buckhannon VFD
- 06/12/22 6:00 p.m. Washington District VFD
- 06/13/22 12:00 p.m. Upshur County Family Resource Network -CANCELLED
- 06/13/22 4:00 p.m. Buckhannon Upshur Airport Authority
- 06/13/22 4:30 p.m. Upshur County Solid Waste Authority
- 06/13/22 6:00 p.m. Lewis-Upshur Community Corrections Board – Upshur Co

- 06/14/22 12:00 p.m. Upshur County Senior Center Board
- 06/14/22 4:00 p.m. Hodgesville PSD
- 06/14/22 7:00 p.m. Warren District VFD
- 06/14/22 7:30 p.m. Adrian VFD
- 06/15/22 12:00 p.m. Lewis Upshur LEPC – Lewis County
- 06/15/22 4:00 p.m. Upshur County Public Library Board
- 06/16/22 6:30 p.m. Upshur County Youth Camp Board
- 06/21/22 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 06/21/22 6:30 p.m. Upshur County Fire Board, Inc.
- 06/29/22 7:00 p.m. Upshur County Fire Fighters Association
- 06/28/22 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 06/28/22 3:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 07/14/22 6:00 p.m. Buckhannon-Upshur Board of Health

7. Appointments Needed or Upcoming:

- Upshur County Public Library (7/1/2022– 6-30-2027) --- County Commission

****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)

1. Correspondence from the Upshur County Firefighters Association requesting a Commission appointment to the newly created committee to address multiple critical issues the local fire departments are facing and assist in determining viable solutions. The committee will consist of two (2) private citizens; two (2) business representatives; and, two (2) elected officials, one (1) being from the Upshur County Commission and one (1) being from the Buckhannon City Council. (tabled on 4/21/22)
2. Bid award – COPS Grant#15JCOPS-21-GG-03667-SSIX Transportation Surveillance Project (tabled on 6/2/2021). *

Next Regular Meeting of the Upshur County Commission

June 23, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

*****The Commission Meeting scheduled for Thursday; July 7, 2022 is CANCELLED*****

UPSHUR COUNTY COMMISSION

Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201

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

TDD Numbers
Business: 472-9550
Emergency: 911

June 16, 2022

Honorable Robert N. Skinner, III
Mayor of Buckhannon
City Hall
70 East Main Street
Buckhannon, WV 26201

**Re: City of Buckhannon
Buckhannon River Greenway
Engineering and Property Acquisition**

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives program for the purpose of providing detailed engineering & design services to acquire the necessary property required for the future construction of the Buckhannon River Greenway (Greenway) gravel walking & biking trail system. This expands from the City's southern limits to the Upshur County Recreational Park adjacent to Buckhannon-Upshur High School that, when completed, will connect with the City's existing Elizabeth J. "Binky" Poundstone Riverwalk Trail system.

Over the past several years there has been an influx of bike riders visiting the area and we hope to continue to attract persons seeking to capitalize on the outdoor activities Upshur County has to offer. The award of this grant funding would allow our community to expand that recreational interest and continue to enhance the touristic appeal of the area. The expansion would also serve as a bridge to amenities including the North Buckhannon Park, Hampton Boat Launch, Stockert Youth and Community Center and Buckhannon-Upshur Recreational Park. Additionally, the detailed engineering & design, property acquisition and future construction of the proposed Greenway addition will also serve to beautify the southeastern side of the City a portion of Upshur County, while boosting the economy with additional tourism.

The expansion of recreational offerings would not only boost our economy through tourism, but it would also provide an alternative outlet for our youth. Recreation not only provides activities for youth and their parents/caregivers to enjoy together, it also provides a sense of community and keeps young minds and bodies busy. Recreational opportunities such as these are imperative to overcoming the opioid epidemic our State continues to endure. Furthermore, the prevalence of obesity in our state is among the highest in the nation for adult and children alike, making access to movement and exercise extremely important for the health of future generations. For example, there are schools and a library along the route, which would make the usage of the Greenway an option for students and employees who desire to walk or bike to school.

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or go to the library. Expansions of outdoor arenas, such as this, provide that much needed location to promote a healthy lifestyle.

On behalf of the Upshur County Commission, I am pleased to extend our support to the proposed Greenway gravel walking & biking trail system and grant request to acquire the necessary property required for the construction. The Greenway will be extremely beneficial to the citizens of Upshur County, the Buckhannon community and surrounding areas.

Please feel free to contact our office if we may be of further assistance to you in support of this worthwhile project.

Sincerely,

Kristie G. Tenney – President
Upshur County Commission

UPSHUR COUNTY COMMISSION

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June 16, 2022

Honorable Robert N. Skinner, III
Mayor of Buckhannon
City Hall
70 East Main Street
Buckhannon, WV 26201

**Re: City of Buckhannon
Elizabeth J. "Binky" Poundstone Riverwalk Trail Extension 4B
Letter of Support for the Construction Phase**

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives program for the purpose of constructing a 980 linear foot extension to the existing Elizabeth J. "Binky" Poundstone Riverwalk Trail System. This application, if approved, would assist in securing the funding necessary for constructing the proposed extension.

The Elizabeth J. "Binky" Poundstone Riverwalk Trail System, initially constructed in 1999, has been a wonderful asset to our community. This multi-phase project to connect downtown Buckhannon to the Buckhannon-Upshur High School in Tennerton is a worthwhile project to broaden the existing Riverwalk Trail to benefit Upshur County as a whole. The trail is widely used by community members and accommodates walkers, joggers, and bicyclists on a nearly flat, ADA-compliant trail, further enhancing the appeal of the trail to the public.

It is also noteworthy that this expansion project will continue to augment a crucial need for equitable access to grocery stores, schools, businesses, and services while attracting tourists, new residents, and businesses to the area. Furthermore, the expansion of recreational offerings would not only provide an immediate economic boost to Upshur County through tourism, but also provide an alternative outlet for our youth. Recreation not only provides activities for youth and their parents/caregivers to enjoy together, it also provides a sense of community and keeps young minds and bodies busy, thus improving the quality of life for citizens of both Buckhannon and Upshur County.

As we have witnessed from the initial construction of the project, the Elizabeth J. "Binky" Poundstone Riverwalk Trail has become very popular as a location for multiple outdoor fitness activities. Residents and visitors equally share in the well-maintained, beautiful Riverwalk Trail System enjoying activities such as biking, rollerblading, riding a scooter, or taking a leisurely walk to relish the scenery. Assisting with the expansion would further encourage this notion of movement and exercise; which is extremely important for the health of future Upshur County

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generations. Moreover, expansions of outdoor arenas, such as this, provide that much needed location to promote a healthy lifestyle.

On behalf of The Upshur County Commission, we are pleased to support the proposed project as this expansion will serve a valuable purpose in strengthening the appeal of Buckhannon and Upshur County to visitors, while continuing to benefit our citizens exponentially.

Please contact our office if we may be of further assistance and we greatly appreciate your consideration of this project.

Sincerely,

Kristie G. Tenney – President
Upshur County Commission

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into effective as of July 1, 2022 by and between USI Insurance Services LLC ("Consultant") located at One Hillcrest Drive, East, Suite 300, Charleston, WV, 25311 and Upshur County Commission, 91 W. Main Street, Suite 101, Buckhannon, WV, 26201 ("Company") with respect to consulting services, described in the attached Exhibit A, to be provided by Consultant.

1. The term of this Agreement will be for a period of 12 months (unless earlier terminated as described below) beginning July 1, 2022 and ending June 30, 2023 (the "Term"). Upon expiration of the Term, this Agreement may be renewed upon the written agreement of both parties hereunder.

2. As payment for the provision of the Consulting Services, during the Term of this Agreement, the Company will pay to the Consultant a fee of \$5,000.00 quarterly ("Consulting Fee"). The Consulting Fee shall be invoiced and payable upon receipt by the Company. The Consultant's invoice shall include a summary description of the Consulting Services rendered and such other information as may be reasonably requested by Company.

3. Nothing under this Agreement shall be construed as creating any partnership, joint venture or agency between the Company and the Consultant. The Consultant shall act solely as an independent contractor and, as such, is not authorized to bind the Company to third parties. Neither federal, state, nor local taxes of any kind shall be withheld or paid by the Company on behalf of the Consultant in connection with payments made by the Company under Section 2 hereof. The Consultant shall be responsible for determining the amounts of and making all such payments. Consultant shall be solely responsible for all expenses incurred related to the performance of the Consulting Services. The Consultant shall indemnify, defend and hold the Company, its officers, directors, agents, employees, contractors and shareholders harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) arising out of or relating to the foregoing responsibility of the Consultant.

4. This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party; provided, however, that either party may terminate this Agreement immediately for "cause" upon written notice to the other party. Any such termination of this Agreement shall be effective on the date specified in the notice. Any written notice of intent to terminate the Agreement shall comply with Section 7 hereof. For purposes of the Agreement, "cause" shall mean: (i) commission by Consultant of a willful and material act of dishonesty in the course of Consultant performing the Consulting Services hereunder, (ii) Consultant's personal, willful and continuing misconduct or refusal to perform the Consulting Services; (iii) material non-compliance by Consultant or the Company with the terms of this Agreement. The obligations of Consultant under Section 5 of this Agreement shall survive

termination of this Agreement, and shall remain in effect in accordance with the terms of said Sections.

5. The parties acknowledge that information made available by Consultant and the Company to each other and any individual or entity employed or retained by Consultant or Company, prior to or during the term of this Agreement, concerning or relating to the operation of the parties' business is confidential. The Consultant and Company agree that such information shall be treated as confidential and used only for the advancement of the interests of the parties, and shall not be disclosed or used without prior written consent. The parties further agree to return all material containing such confidential information whenever requested to do so. The foregoing shall not apply to any information that is in the public domain other than by reason of wrongful disclosure by Consultant or Company. Consultant agrees not to disclose or make reference to the subject matter of this Agreement in any marketing or advertising materials without the consent of the Company. This confidentiality provision shall survive termination and expiration of this Agreement.

6. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid, legal and enforceable to the fullest extent permissible.

7. All notices and other communications hereunder shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, or postage prepaid or personally delivered (including delivery by overnight couriers such as Federal Express), addressed as follows:

If to the Consultant:

USI INSURANCE SERVICES LLC
200 Summit Lake Drive
Suite 350
Valhalla, New York 10595
Attention: General Counsel

If to the Consultant:

USI INSURANCE SERVICES LLC
One Hillcrest Drive East, Suite 300
Charleston, WV 25311
Attention: Cheryl Kelly

Each party hereto may designate in writing a new address to which any notice or other communication may thereafter be so given, served or sent. Each notice or other

communication that shall be mailed in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee or at such time as delivery is refused by the addressee upon presentation.

8. The parties may not assign any rights and obligations under this Agreement to any other person, entity, or successor in interest, whether by merger, acquisition, reorganization or otherwise without the written consent of the other party.

9. This Agreement is to be executed and performed in the state of the USI office that is a signatory to this Agreement, and shall be construed in accordance with the laws of such State.

10. This Agreement sets forth the entire understanding of the parties hereto relating to the retention of the Consultant by the Company, and all other previous or contemporaneous understandings or agreements, whether written or oral, are hereby superseded. None of the terms or provisions hereof shall be modified or waived, and this Agreement may not be amended or terminated, except by a written instrument signed by the party against which modification, waiver, amendment or termination is to be enforced. No waiver of any one provision shall be construed as a waiver of any other provision and the fact that an obligation is waived for a period of time shall not be considered to be a continuous waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

USI INSURANCE SERVICES LLC

Effective Date: July 1, 2022

By: _____

Name: _____

Title: _____

Date: _____

UPSHUR COUNTY COMMISSION

By: _____

Name: Kristie G. Tenney

Title: Commission President

Date: June 16, 2022

Exhibit A

The Consulting Services shall consist of the following services:

I. Ongoing Routine Assistance

USI will assign an Account Manager/Consultant to your organization that will be responsible for managing your benefits program. This individual will coordinate the activities of the entire USI “team” to ensure that all aspects of your benefit program are handled both efficiently and effectively.

The Account Manager/Consultant is also available to provide advice on an as-needed basis. Often, such assistance involves answering questions related to plan design, claims administration, COBRA administration, coverage issues, and other matters that inevitably arise in the day-to-day administration of a benefit program.

The Account Manager/Consultant can also provide access to other USI divisions that may be able to provide supplemental services for your needs, e.g. wealth management, retirement plan and 401K administration, and property/casualty insurance.

II. Objective Setting and Review of Benefit Program

Setting objectives is critical to the success of any benefit program. We will help you develop organizational goals and objectives which need to be achieved through your benefit programs. In addition, we will continue to review your current plan design and recommend alternatives which will help manage costs while at the same time maintain a competitive comprehensive benefit program.

III. Provide Expert Advice on Legislative and Regulatory Issues Affecting Benefit Plans

USI often provides summaries to clients of developments affecting the administration, design and funding of employee benefit programs - whether those developments are legislative, regulatory, competitive, or demographic. In addition, you will receive a variety of special publications to keep you up to date on benefits issues.

IV. Prepare Loss Experience Reports

Depending upon the size of the group insured, and the availability of data, we may supply you with reports which interpret carrier claim reports on a regular basis. This will enable you to prepare for future budgeting requirements.

V. Negotiate Insurance Carrier Renewals

This activity will cover “pre-renewal” meetings and forecasting, rate renewals and analysis of financial accounting for your various coverages. We typically perform an annual detailed analysis of factors such as:

- A. Administration components;
- B. Reconciling premium and claims;
- C. Calculating incurred but not reported claim liabilities (IBNR);
- D. Determining the adequacy of specific stop loss levels; and
- E. Projecting future premium rates and claims.

VI. Analyze Claim Utilization Data

Typically, insurance companies provide claim utilization data on an annual basis. If available to us, we analyze this data in order to identify trends specific to your group. The analysis usually includes a discussion of the following; however, the actual report will depend on the data provided by the carrier:

- A. Inpatient vs. outpatient usage
- B. Benefits paid by provider
- C. Benefits paid by diagnostic code
- D. Demographic trends
- E. Prescription drug utilization
- F. Network utilization

Conclusions and recommendations will be presented to assist you in planning for the future.

VII. Competitive Marketing & Analysis

Working with you, we can survey the marketplace in order to:

- A. Price various plan design changes;
- B. Obtain the cost of new products and services, e.g. managed care, utilization review services, EAPs, long term care, etc.;
- C. Ensure that you are accessing the most competitive program which is consistent with your employee benefit philosophy and financial objectives; and
- D. Assess network(s) and provide disruption analysis.

The marketing could include reviewing various funding options, the cost differentials for available benefit enhancements, and the viability of fully pooled contracts.

A complete competitive analysis would be presented to you, which would include a cost and

benefit comparison.

VIII. Implementation of New Products and Services

In the event of implementation of plan design changes or new benefit program, your Account Manager/Consultant is available to assist with the following:

- A. USI can prepare sample employee communications for your use in announcing changes;
- B. USI would be present at employee meetings upon request, including “Train the Trainer” sessions, where applicable; and
- C. USI would act as a facilitator in meetings between the vendor and you to develop a plan of action regarding target dates and implementation of a new plan. Issues discussed usually include:
 - 1. Account structure
 - 2. Systems installation
 - 3. Enrollment kits
 - 4. Contract & booklet development
 - 5. Administrative supplies
 - 6. Employee identification cards



Jim Justice
Governor of West Virginia

June 3, 2022

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

Dear Commissioner Tenney:

I am pleased to inform you that I have approved a Community Corrections program grant award to the Upshur County Commission in the amount of \$161,500. These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.

Please let me know if our Justice & Community Services' staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, which appears to read "Jim Justice".

Jim Justice
Governor

JJ/mah

cc: Sgt. Rodney Rolenson

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND THE
Upshur County Commission
23-CC-27

This **AGREEMENT**, entered into this **3rd Day of June 2022** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Community Corrections Grant Funds from the State of West Virginia; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be utilized for the continued operation of a community corrections program in Upshur and Lewis Counties.**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2022** and shall continue those services/activities until **June 30, 2023**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$161,500.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will** receive an upfront scheduled allocation of funds.

8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a state agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances, and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C, which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.

16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:

a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

b. **Grantee Mailing Address:**

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

17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Kristie G. Tenney, President
Upshur County Commission

Jeffrey D. Estep, Assistant Director
Justice and Community Services Section



Division of Administrative Services
Justice and Community Services (JCS)
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the Upshur County Commission.

Project Number: 23-CC-27

Total Award: \$161,500.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2022	\$40,375.00
2	10/1/2022	\$40,375.00
3	1/1/2023	\$40,375.00
4	4/1/2023	\$40,375.00

Kristie G. Tenney, President
Upshur County Commission

WEST VIRGINIA	Request for
Division of Administrative Services, Justice & Community Services	Funds

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101 BUCKHANNON, WEST VIRGINIA 26201
	Project #:	23-CC-27
	FEIN#:	55-6000406
	Funds are hereby requested to cover expenditures to be made:	
	FROM: 7/1/2022 TO: 9/30/2022	

PROJECT CASH EXPENDITURES**Advanced Payment 1**

Expenditure Category	Amount
Advanced Payment	\$40,375.00
TOTAL:	\$40,375.00

CERTIFICATION:

I certify that the funds requested will be used for expenditures in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: Kristie G. Tenney, President

TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____

Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant

WEST VIRGINIA	Request for
Division of Administrative Services, Justice & Community Services	Funds

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101
		BUCKHANNON, WEST VIRGINIA 26201
	Project #:	23-CC-27
	FEIN#:	55-6000406
Funds are hereby requested to cover expenditures to be made:		
FROM: 10/1/2022 TO: 12/31/2022		

PROJECT CASH EXPENDITURES

Advanced Payment 2

Expenditure Category	Amount
Advanced Payment	\$40,375.00
TOTAL:	\$40,375.00

CERTIFICATION:

I certify that the funds requested will be used for expenditures in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: Kristie G. Tenney, President

TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____

Initials

Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant

WEST VIRGINIA	Request for
Division of Administrative Services, Justice & Community Services	Funds

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101 BUCKHANNON, WEST VIRGINIA 26201
	Project #:	23-CC-27
	FEIN#:	55-6000406
	Funds are hereby requested to cover expenditures to be made:	
	FROM: 1/1/2023 TO: 3/31/2023	

PROJECT CASH EXPENDITURES

Advanced Payment 3

Expenditure Category	Amount
Advanced Payment	\$40,375.00
TOTAL:	\$40,375.00

CERTIFICATION:

I certify that the funds requested will be used for expenditures in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: Kristie G. Tenney, President

TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____

Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant

WEST VIRGINIA	Request for
Division of Administrative Services, Justice & Community Services	Funds

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101
		BUCKHANNON, WEST VIRGINIA 26201
	Project #:	23-CC-27
	FEIN#:	55-6000406
Funds are hereby requested to cover expenditures to be made:		
FROM: 4/1/2023 TO: 6/30/2023		

PROJECT CASH EXPENDITURES**Advanced Payment 4**

Expenditure Category	Amount
Advanced Payment	\$40,375.00
TOTAL:	\$40,375.00

CERTIFICATION:

I certify that the funds requested will be used for expenditures in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: Kristie G. Tenney, President

TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ _____

Initials

Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ If the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

Community Corrections Program 23-CC-27

3. Grantee IRS/Vendor Number

55-6000406

4. Typed Name and Title of Authorized Representative

Kristie G. Tenney, Commission President

5. Signature

6. Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Upshur County Commission	
Address: 91 West Main Street, Suite 101, Buckhannon, WV 26201	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Cheyenne Walters, Director	
Telephone Number: 304-472-9548	E-Mail Address: chevellegirl90@gmail.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- ☐ Less than fifty employees. ☐ Indian Tribe ☐ Medical Institution.
☐ Nonprofit Organization ☐ Educational Institution ☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Kristie G. Tenney Commission President [responsible official], certify that Upshur County Commission [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Upshur County Commission

[organization],

91 West Main Street, Suite 101, Buckhannon, WV 26201

[address].

Kristie G. Tenney, Commission President

June 16, 2022

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Agreement") and commitment is executed this 3rd Day of June 2022, by the Upshur County Commission, hereinafter referred to as "Covered Entity", and West Virginia Department of Homeland Security, Division of Administrative Services, Justice and Community Services, hereinafter referred to as "Business Associate". Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

Covered Entity has engaged Business Associate to perform services on Covered Entity's behalf. During the course of such business relationship, Business Associate may create, receive, maintain or transmit protected health information ("PHI") from, or on behalf of, Covered Entity. Covered Entity and Business Associate are committed to complying with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 300gg, 29 U.S.C. § 1181 *et seq.*, and 42 U.S.C. § 1320d *et seq.* and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 as codified at 42 U.S.C. §§ 17901 *et seq.* and 300jj *et seq.* ("HITECH") and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, "HIPAA").

HIPAA requires Covered Entity to obtain a commitment from Business Associate that Business Associate agrees to the same restrictions and conditions that apply to Covered Entity with respect to PHI under HIPAA. Accordingly, this Agreement sets forth the manner in which PHI, that is provided to, or received by, the Business Associate from the Covered Entity, or on behalf of the Covered Entity, will be handled. The Business Associate agrees as follows:

SECTION 1 DEFINITIONS

- 1.1 ***Breach:*** means the term "breach" in 45 C.F.R. § 164.402.
- 1.2 ***Designated Record Set:*** means "Designated Record Set" as defined at 45 C.F.R. § 164.501.
- 1.3 ***Electronic Protected Health Information or Electronic PHI:*** means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.4 ***HIPAA Privacy Regulations:*** means the Standards of Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.5 ***HIPAA Security Regulations:*** means the Standards for Security of Individually Identifiable Health Information at 45.C.F.R. part 160 and part 164, subparts A and C.

- 1.6 **Individual:** means “Individual” as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.7 **Protected Health Information or PHI:** has the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from, or on behalf of Covered Entity.
- 1.8 **Required by Law:** means “required by law” at 45 C.F.R. § 164.103.
- 1.9 **Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.
- 1.10 **Security Incident:** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.11 **Unsecured Protected Health Information:** has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.12 **Terminology.** Any other capitalized terms used but not otherwise defined in the Agreement shall have the same meaning as the meaning ascribed to those terms under HIPAA. Any inconsistency in the definition of a capitalized term shall be resolved in favor of a meaning that permits compliance with HIPAA.

SECTION 2

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees:

- 2.1 **Not to Use or Disclose Protected Health Information Unless Permitted.** Not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- 2.2 **Compliance with HIPAA.** To Comply with all Applicable obligations and requirements imposed upon Covered Entities (as that term is defined in 45 C.F.R. § 160.103) under HIPAA.
- 2.3 **Use Safeguards.** To use reasonable administrative, physical and technical safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to Electronic PHI, to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise Required by Law. Business Associate agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Safeguards shall include, but are not limited to,

requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary. Business Associate will maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

- 2.4 ***Agent Reporting Requirement.*** To require its employees, agents, and Business Associates to immediately report to Business Associate any use or disclosure of PHI in violation of this Agreement.
- 2.5 ***Mitigation of Harmful Effects.*** To cooperate with Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. In addition, Business Associate will cooperate with and implement any reasonable mitigation requests by Covered Entity relating to any actual or potential Breach or any attempted or successful Security Incident. Upon request, Business Associate will provide Covered Entity with a written report of its mitigation efforts.
- 2.6 ***Notice of Use or Disclosure, Security Incident or Breach.*** To notify the Covered Entity in writing of any use or disclosure of Protected Health Information by Business Associate, or any agent acting on Business Associate's behalf, not permitted by this Agreement or by law, and to report any Security Incident involving Electronic PHI, and any Breach of Unsecured Protected Health Information within three (3) business days.
 - (a) Business Associate shall provide the following information to Covered Entity within five (5) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than fifteen (15) calendar days from the date of discovery of a Breach:
 - (i) the date of the Breach;
 - (ii) the date of discovery of the Breach;
 - (iii) a description of the types of Unsecured Protected Health Information that were involved;
 - (iv) identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (v) any other details necessary to complete an assessment of the risk of harm to the Individual.

- (b) Business Associate shall also cooperate with Covered Entity in investigating such issues and assist Covered Entity in determining whether such uses, disclosures, or Security Incidents constitute a Breach of Unsecured PHI.
- (c) Business Associate shall report any uses or disclosures required to be reported under this Section 2.6 even if Business Associate deems the use or disclosure to be in good faith, unintentional, or inadvertent, or to have resulted in a low probability that the PHI has been compromised.

- 2.7 *Compliance of Business Associates.*** To require any Business Associates (as the term is defined in 45 C.F.R. § 160.103) to agree to the same restrictions and conditions that apply to Business Associate through this Agreement by entering into a written arrangement with its Business Associate that complies with 45 C.F.R. §§ 164.504 (e) and 164.314(a). If Business Associate becomes aware of a pattern of activity or practice of one of its Business Associates that would constitute a material breach or violation of the agreement between Business Associate and its Business Associate, Business Associate will (a) take reasonable steps to cure such breach or end the violation, as applicable, or terminate such written agreement, and (b) promptly report such material breach or violation to Covered Entity in writing.
- 2.8 *Access.*** To the extent that responsive information is in the possession of Business Associate, to provide access to PHI in a Designated Record Set to Covered Entity in the time and manner that meets the requirements of 45 CFR Section 164.524. In applying 45 CFR Section 164.524, in the case that Business Associate uses or maintains such information in an Electronic Health Record, Business Associate shall provide Covered Entity the information contained in such Electronic Health Record in an electronic format, as required by Section 13405(e) of HITECH.
- 2.9 *Amendments.*** To the extent that responsive information is in the possession of Business Associate, to incorporate any amendment(s) to Protected Health Information in the original Designated Record Set that Covered Entity directs, and in a time and manner that meets the requirements of 45 C.F.R. § 164.526.
- 2.10 *Disclosure of Practices, Books, and Records.*** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, to make internal practices, books, and records available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.11 *Accounting.*** To provide Covered Entity an accounting of the disclosures of Individuals' Protected Health Information by Business Associate, and in the time and manner that meets the requirements of 45 CFR Section 164.528 (including, without limitation, a disclosure

permitted under 45 C.F.R. § 164.512) and, as of the applicable effective dates, Section 13405(c) of HITECH and any regulations promulgated thereunder.

- 2.12 *Release of Documentation of Disclosures.*** To provide to Covered Entity information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.13 *Retention of PHI.*** To retain all documentation required by this Agreement for a period of six (6) years from the date of creation or when it was last in effect, whichever is later.
- 2.14 *Minimum Necessary.*** To limit its uses and disclosures of, and request for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.15 *Prohibition on Sale of PHI and Marketing.*** To neither sell PHI nor use PHI in marketing unless requested to do so by Covered Entity in writing and such sale or marketing is permitted under HIPAA.
- 2.16 *De-Identified Information.*** Not to de-identify PHI and use it, unless specifically directed to do so in writing by Covered Entity.
- 2.17 *Other Obligations.*** To the extent that Business Associate is, pursuant to this Agreement, responsible for carrying out an obligation of Covered Entity on behalf of a Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

SECTION 3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATES

Except as otherwise limited in the Agreement, Business Associate may:

- 3.1 *Use of Protected Health Information for Specified Purposes.*** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to the extent expressly permitted in any written services agreement between Covered Entity and Business Associate, or necessary for the Business Associate to fulfill his/her role as agreed upon between Parties, provided that such use or disclosure would not violate any applicable state or federal law or the HIPAA Privacy Regulations if done by Covered Entity (except as permitted below in Sections 3.2, 3.3 and 3.4).
- 3.2 *Use of Protected Health Information for Covered Entity Management and Administration.*** Use Protected Health Information for its proper management and administration or to carry out its legal responsibilities.

- 3.3 ***Disclosure Required by Law or with Reasonable Assurances.*** Disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are Required by Law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the Protected Health Information will remain confidential; 2) the Protected Health Information will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed; and 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached in accordance with Section 2.6 of this Agreement..
- 3.5 ***Reporting Violations.*** Use Protected Health Information to report violations of law to appropriate federal and state authorities as permitted by 45 C.F.R. § 164.502 (j)(l).

SECTION 4

TERM AND TERMINATION

- 4.1 ***Term.*** The Term of this Agreement shall be effective as of the 27th day of March 2018, and during the term of any applicable services agreement entered in to between Covered Entity and Business Associate. The Agreement shall terminate at the earliest occurrence of any of the following:
- (a) All applicable underlying services agreements between the Covered Entity and the Business Associate are terminated;
 - (b) This Agreement is terminated for cause as described in Section 4.2 below;
 - (c) The parties mutually agree to terminate this Agreement; or
 - (d) This Agreement is terminated under applicable federal, state, or local law.
- 4.2 ***Termination for Cause.*** Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall notify Business Associate of its knowledge of such breach and shall have the right, but not the duty, to immediately terminate this Agreement and any applicable underlying services agreements. Such termination shall take effect within a reasonable period of time after written notice from Covered Entity to Business Associate that this Agreement and any applicable underlying services agreements are being terminated, absent extraordinary circumstances; provided, however, that the obligations imposed on Business Associate under this Agreement shall continue until the date when all PHI held by Business Associate is destroyed, returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 4.4 below. In lieu of immediate termination, Covered Entity may, but does not have the duty to, provide Business Associate with an opportunity to cure the breach or end the violation within thirty (30) days.

4.3 Reports to Department of Health and Human Services. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

4.4 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy, at Covered Entity's election, all Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, as well as the documentation required by 45 C.F.R. § 164.530(j)(1) (all of which shall be collectively referred to as Protected Health Information for purposes of this Section 4.3). Business Associate shall retain no copies of such Protected Health Information.

(a) In light of the foregoing, if return or destruction is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible, Business Associate shall:

- (i) Retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (ii) Extend the protections of this Agreement to all retained Protected Health Information, continue to use appropriate safeguards, and comply with the Security Rule with respect to ePHI in order to prevent use or disclosure of the retained Protected Health Information for as long as Business Associate retains the Protected Health Information.
- (iii) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in Section 3 of this Agreement that applies prior to termination; and
- (iv) Destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

In the event that it becomes feasible to do so, Business Associate will destroy any remaining protected Health Information that Business Associate maintains in any form.

(b) These provisions shall apply to Protected Health Information that is in the possession of Business Associates or agents of Business Associate.

(c) Any Protected Health Information that Business Associate destroys shall be destroyed in accordance with HIPAA.

SECTION 5

MISCELLANEOUS PROVISIONS

- 5.1 *Regulatory References.*** A reference in this Agreement to a section in HIPAA means the Section in effect or as amended, and for which compliance is required.
- 5.2 *Amendment.*** The Business Associate agrees to take such action as is necessary to amend this agreement from time to time as is necessary, as determined by the Covered Entity, and for compliance with the requirements of HIPAA. Should the Business Associate amend its own privacy policies, it shall notify the Covered Entity to the extent that any modification may affect the Covered Entity's use or disclosure of PHI.
- 5.3 *Survival.*** The rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 *Interpretation.*** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.
- 5.5 *No Third Party Beneficiary.*** Except for the right of the Secretary or their designee to inspect under Section 2.10 of this Agreement, nothing in this Agreement shall be interpreted to give any right of any kind to any person other than the Covered Entity, and there are no third-party beneficiaries intended under this Agreement.
- 5.6 *Entire Agreement.*** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this agreement.
- 5.7 *Independent Contractor.*** Business Associate and Covered Entity are and shall remain independent contractors throughout the effective term of this Agreement. Nothing in this Agreement shall be construed to constitute the creation of a partnership, joint venture, agency relationship, or anything other than an independent contractor relationship between the Parties.
- 5.8 *Notices and Communications.*** All instructions, notices, consents, demands, or other communications required by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 5.9 *Strict Compliance.*** No failure by any Party to insist upon strict compliance with any term of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute waiver of, any Party's rights to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 5.10 *Severability.*** Should any provision of this Agreement be determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement, but every other provision of this Agreement shall remain in full force and effect.
- 5.11 *Indemnification.*** Business Associate shall indemnify and hold the Covered Entity, its employees, officers, directors and agents harmless, from and against, any and all liabilities, claims, actions, penalties, or other monetary amounts assessed against them due to Business Associate's breach of the terms of this Agreement.
- 5.12 *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement on the dates set forth below, to be effective as of the Effective Date established in Section 4.1 of this Agreement.

Covered Entity:

Date: _____

**Kristie G. Tenney, President
Upshur County Commission**

Business Associate:

Date: _____

**Jeffrey D. Estep, Assistant Director
Justice and Community Services Section**

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

RESOLUTION

Whereas, **one hundred sixty-one thousand five hundred (\$161,500)** in West Virginia Community Corrections grant funding was set aside by the West Virginia Division of Justice and Community Services for the Upshur County Commission to undertake the following project: **continued operation of a community corrections program in Upshur and Lewis Counties**; and,

Whereas, the Upshur County Commission has applied for funding through the West Virginia Division of Justice and Community Services; and,

Whereas, the Division of Justice and Community Services requires that a local government unit enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds.

Now, Therefore Be It Resolved, by the **County Commission of Upshur County, West Virginia** that **The Honorable Kristie G. Tenney, President of the County Commission of Upshur County**, is hereby authorized to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services section to receive and administer grant funds pursuant to provisions of the Community Corrections Program.

Date: June 16, 2022

Signed: _____
Kristie G. Tenney, President

Attest:

Carol J. Smith, Clerk of the County Commission



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

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
37. **USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
 - a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
40. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

- 41. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
- 42. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
WEST VIRGINIA COMMUNITY CORRECTIONS GRANT PROGRAM
SPECIAL CONDITIONS & ASSURANCES**

44. **PUBLIC AVAILABILITY OF INFORMATION:** The sub-grantee agrees to comply with the terms and conditions of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements.

45. **CONSULTANTS/CONTRACTS:** No contract or agreement may be entered into by the sub-grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of JCS. Grant approval by JCS does not constitute consultant/contract approval.

46. **REPORTING OF IRREGULARITIES:** Sub-grantees are responsible for reporting promptly to JCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.

47. **VEHICLE PROCUREMENT:** Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.

48. **COMMUNICATION EQUIPMENT:** All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.

49. **OFFENDER INFORMATION SYSTEM (OIS) and the SUPREME COURT OF APPEALS OF WEST VIRGINIA'S OFFENDER CASE MANAGEMENT SYSTEM (OCMS):** The applicant shall agree to utilize the OIS database to input all participants regardless of referral source including, but not limited to, probation, parole, and Treatment Supervision cases. Additionally, the applicant shall agree to utilize the OCMS database to input all drug court participants. Non-criminal justice participants, such as those referred by the West Virginia Department of Health and Human Resources (DHHR), should **not** be entered into either database.

50. **BUSINESS ASSOCIATE AGREEMENT AND AUTHORIZATION FOR THE RELEASE OF PROTECTED MEDICAL INFORMATION:** The applicant shall agree to execute a HIPAA Business Associate Agreement with Justice and Community Services for OIS data entry. The agreement will be sent to applicants annually and must be signed by the Authorized Official. Additionally, the applicant agrees to utilize a release of information form prior to entering participants into OIS.

51. **LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY (LS/CMI) AND MOTIVATIONAL INTERVIEWING (MI):** The applicant agrees to utilize the online LS/CMI assessment

instrument as required by the WV Community Corrections Subcommittee for all LS/CMIs conducted on cases that are not entered into the WVSCA OCMS.

All DRC staff who conduct LS/CMI assessments and/or work directly with offenders will complete both the Effective Practices in Community Supervision (EPICS) and Motivational Interviewing trainings in accordance with all JCS Office of Research and Strategic Planning (ORSP) requirements.

- 52. QUALITY ASSURANCE:** All DRC staff certified on the LS/CMI will participate in the Quality Assurance for Treatment Intervention Programs and Supervision (QA-TIPS) program through the ORSP.

All DRC directors and staff will register with the Online Learning Management System (OLMS) and utilize the system for course registration and certification tracking as instructed by the ORSP.

- 53. JUSTICE REINVESTMENT INITIATIVE TRAINING AGENDA:** All DRC Directors, staff, and DRC contractors responsible for the delivery of group interventions will be certified in the Cognitive Behavioral Intervention for Substance Abuse (CBI-SA) and Thinking for a Change (T4C) curricula at the earliest opportunity and as seats are available. For information on the trainings offered, please contact the ORSP.

- 54. REFERRALS TO STATE RECOVERY RESIDENCES:** The applicant shall agree to comply with West Virginia Code §16-54-3. When referring participants to statewide recovery residences, programs must ensure that the recovery residence holds a valid certificate of compliance. A list of certified residences is maintained by the West Virginia Alliance of Recovery Residences (WVARR).

- 55. QUARTERLY MEETINGS:** The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting, with a listing of the host sites being published by JCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.

- 56. ADDITIONAL SPECIAL CONDITIONS AND ASSURANCES:** The Community Corrections Subcommittee may add additional special conditions and assurances after a submitted proposal application has been reviewed by the Subcommittee. Program approval and funding approval may be contingent on the applicant agreeing to comply with the additional special conditions and assurances.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

**Community Development Block Grant Program
REQUEST FOR PAYMENT**

TO: West Virginia Development Office
Building 3, Room 700
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304.558.2234

FROM: Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201
ph. 304.472.0535

Project Name	Elkins Road PSD Phase III Water System Improvements	Project #	16SCBG0008
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Invoice #	173858-30	% of CDBG Funds Expensed	92%
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Time Period Covered by this Request:	07/01/2021	To:	06/16/2022
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Amount of CDBG Funds on hand at the time of this Request					\$	-
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 107,462.84	\$ 64,215.58	\$ 12,952.22	\$ 77,167.80	\$ 64,215.58	\$ 30,295.04
Admin Direct Costs		\$ 42,033.42	\$ 8,674.43	\$ 50,707.85	\$ 42,033.42	
Admin Indirect Costs		\$ 22,182.16	\$ 4,277.79	\$ 26,459.95	\$ 22,182.16	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 288,505.58	\$ 11,045.17	\$ 299,550.75	\$ 288,505.58	\$ 41,621.25
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,025,977.36	\$ 971,869.00	\$ -	\$ 971,869.00	\$ 964,080.90	\$ 54,108.36
Permits/Fees	\$ 25,387.80	\$ 25,387.80	\$ -	\$ 25,387.80	\$ 25,387.80	\$ 0.00
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
SUB-TOTAL:	\$ 1,500,000.00	\$ 1,349,977.96	\$ 23,997.39	\$ 1,373,975.35	\$ 1,342,189.86	\$ 126,024.65
Less Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 1,500,000.00	\$ 1,349,977.96	\$ 23,997.39	\$ 1,373,975.35	\$ 1,342,189.86	\$ 126,024.65

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract

Chief Elected Official Signature

June 16, 2022

Date

Kristie G. Tenney, Upshur County Commission

Printed Name of Chief Elected Official

*Copies of Invoices Required
Invoice Summary Forms Required*

v1.12.2021

CDBG Invoice Summary-Engineering

Period Covered by Request

07/01/21-06/16/22

Vendor		Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group	0019797	Professional Services from March 20, 2022 to April 29, 2022	April 30, 2022	\$ 11,045.17
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 11,045.17

Elkins Road PSD

MAY 23 2022

RECEIVED

INVOICE 

Elkins Road Public Service District
Attn: Carey Wagner, Chairperson
133 Fallen Road
Buckhannon, WV 26201

April 30, 2022

Project No:

0000007006.00

Invoice No:

0019797

Project 0000007006.00 Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from March 20, 2022 to April 30, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	100.00	128,300.00
Construction Phase - Amendment No. 4	3,500.00	100.00	3,500.00
Construction Phase- Amendment No. 5	45,000.00	100.00	45,000.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	94.7472	7,106.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	62.80	9,420.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	492,000.00	76.722	377,472.24

\$11,045.17 - CDBG
\$ 903.81 - LJDC
\$11,948.98 - Total

I hereby certify that the items/services have
been received and approved for payment.

Cary A Smith

06/07/2022

NAME

DATE

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

INVOICE

Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019797
** Tank Inspection	4,700.00	100.00	4,700.00	
Total Fee	1,185,440.00		1,064,938.28	
		Previous Fee	1,052,989.30	
		Billing		
		Current Fee	11,948.98	
		Billing		
		Total Fee		11,948.98
		Total this Invoice		<u>\$11,948.98</u>

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

Chapman Technical Group
Invoice Detail

INVOICE

INVOICE NO. 19797

INVOICE DETAIL - March 20, 2022 through April 30, 2022.

SURVEYING SERVICES

Basic Fee: 7500 + Amend No. 2 \$7,500.00 - Total 15,000
 Jason Brown 4.0 x \$85.00 = \$ 340.00
 Charles Cash 7.0 x 80.00 = \$ 560.00
 Jamie Driggs 8.0 x 70.00 = \$ 560.00
 Reimbursable Expenses = -
 \$ 1,460.00

Amount Earned Surveying Services
 Amount Previously Invoiced
 Amount Due this Invoice Surveying Services

\$ 14,606.04
 13,146.04
\$ 1,460.00

RECORD DRAWINGS

Basic Fee: \$15,000.00
 Fred Brown 6.5 x 100 = \$ 650.00
 Greg Belcher 2.0 x 175 = \$ 350.00
 Expenses During Record Drawings = -
 \$ 1,000.00

Amount Earned Record Drawings
 Amount Previously Invoiced
 Amount Due this Invoice Record Drawings

\$ 9,420.00
 8,420.00
\$ 1,000.00

CONSTRUCTION OBSERVATION

Basic Fee: \$492,000.00
 Charles Cash 96.5 x \$80.00 = \$ 7,720.00
 Reimbursable Expenses = 1,768.98
 \$ 9,488.98

Amount Earned Construction Observation
 Amount Previously Invoiced
 Amount Due this Invoice Construction Observation

\$ 377,472.24
 367,983.26
\$ 9,488.98

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

CDBG Invoice Summary-Administration

Period Covered by Request

07/01/21-06/16/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	Region VII Planning & Development Council	394-SEP2021	Administration Services	9/30/2021	\$ 8,549.08
2.	Region VII Planning & Development Council	394-5	Administration Services	3/31/22	\$ 4,403.14
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ADMINISTRATION TOTAL					\$ 12,952.22



Region VII Planning and Development Council
PO Box 849
Buckhannon, WV 26201

Invoice

Date	Invoice #
9/30/2021	394-SEP2021

Bill To
394 ElkinsRoad PSD Ph III Water Elkins Road PSD 133 Fallen Road Buckhannon, WV 26201

Description	Amount
Project Administration Services Invoice For the Period of: 7/1/2021 - 9/30/2021	0.00
Personnel	4,278.25
Fringe Benefits	1,504.76
Travel	6.72
Telephone	0.00
Postage	0.00
Supplies	0.00
Indirect Costs	2,759.35
	8,549.08
<p>I hereby certify that the items/services have been received and approved for payment.</p> <p><u>Cary A Smith</u> 06/07/2022 NAME DATE</p>	
<p>Total \$8,549.08</p>	

4:03 PM

03/01/22

Region VII Planning and Development Council
Time by Job Detail
July through September 2021

Date	Name	Billing Status	Duration
394 ElkinsRoad PSD Ph III Water			
Project Administration			
07/01/2021	Ball, Peggy L	Unbilled	1:00
07/01/2021	Smith, Cary A	Unbilled	2:30
07/02/2021	Smith, Cary A	Unbilled	1:00
07/05/2021	Smith, Cary A	Unbilled	0:00
07/06/2021	Smith, Cary A	Unbilled	1:30
07/06/2021	Ball, Peggy L	Unbilled	1:00
07/07/2021	Smith, Cary A	Unbilled	0:30
07/07/2021	Whitehair, Nicolas S	Unbilled	2:00
07/07/2021	Ball, Peggy L	Unbilled	1:00
07/08/2021	Whitehair, Nicolas S	Unbilled	2:00
07/09/2021	Smith, Cary A	Unbilled	1:00
07/09/2021	Whitehair, Nicolas S	Unbilled	2:00
07/09/2021	Ball, Peggy L	Unbilled	2:00
07/12/2021	Smith, Cary A	Unbilled	0:00
07/13/2021	Whitehair, Nicolas S	Unbilled	2:00
07/14/2021	Whitehair, Nicolas S	Unbilled	2:00
07/14/2021	Ball, Peggy L	Unbilled	1:00
07/16/2021	Whitehair, Nicolas S	Unbilled	1:30
07/19/2021	Allen, Dionne T	Unbilled	1:00
07/19/2021	Whitehair, Nicolas S	Unbilled	2:00
07/19/2021	Smith, Cary A	Unbilled	0:00
07/20/2021	Allen, Dionne T	Unbilled	1:00
07/20/2021	Whitehair, Nicolas S	Unbilled	2:00
07/22/2021	Smith, Cary A	Unbilled	0:30
07/23/2021	Ball, Peggy L	Unbilled	1:00
07/23/2021	Smith, Cary A	Unbilled	0:30
07/26/2021	Whitehair, Nicolas S	Unbilled	1:00
07/26/2021	Smith, Cary A	Unbilled	2:00
07/27/2021	Whitehair, Nicolas S	Unbilled	2:00
07/27/2021	Ball, Peggy L	Unbilled	1:00
07/27/2021	Smith, Cary A	Unbilled	1:00
07/28/2021	Whitehair, Nicolas S	Unbilled	2:00
07/28/2021	Ball, Peggy L	Unbilled	1:00
07/28/2021	Smith, Cary A	Unbilled	2:00
07/29/2021	Ball, Peggy L	Unbilled	1:00
07/29/2021	Smith, Cary A	Unbilled	4:00
07/30/2021	Smith, Cary A	Unbilled	2:00
08/02/2021	Ball, Peggy L	Unbilled	1:00
08/02/2021	Smith, Cary A	Unbilled	2:00
08/03/2021	Smith, Cary A	Unbilled	1:00
08/04/2021	Ball, Peggy L	Unbilled	1:00
08/04/2021	Smith, Cary A	Unbilled	1:00
08/05/2021	Smith, Cary A	Unbilled	1:00
08/06/2021	Smith, Cary A	Unbilled	2:30
08/09/2021	Smith, Cary A	Unbilled	0:00
08/10/2021	Allen, Dionne T	Unbilled	1:00
08/10/2021	Smith, Cary A	Unbilled	2:30
08/11/2021	Ball, Peggy L	Unbilled	1:00
08/11/2021	Smith, Cary A	Unbilled	1:30
08/12/2021	Smith, Cary A	Unbilled	1:00
08/13/2021	Smith, Cary A	Unbilled	1:30
08/16/2021	Smith, Cary A	Unbilled	0:30
08/17/2021	Smith, Cary A	Unbilled	2:00
08/18/2021	Smith, Cary A	Unbilled	1:30
08/19/2021	Smith, Cary A	Unbilled	2:00
08/20/2021	Ball, Peggy L	Unbilled	1:00
08/23/2021	Allen, Dionne T	Unbilled	1:00
08/23/2021	Smith, Cary A	Unbilled	0:30
08/26/2021	Smith, Cary A	Unbilled	2:00
08/27/2021	Ball, Peggy L	Unbilled	1:00
08/27/2021	Smith, Cary A	Unbilled	2:00
08/30/2021	Smith, Cary A	Unbilled	2:00
08/31/2021	Smith, Cary A	Unbilled	1:00
09/01/2021	Ball, Peggy L	Unbilled	1:00
09/01/2021	Smith, Cary A	Unbilled	2:00

4:03 PM

03/01/22

Region VII Planning and Development Council
Time by Job Detail
July through September 2021

Date	Name	Billing Status	Duration
09/02/2021	Smith, Cary A	Unbilled	3:00
09/03/2021	Smith, Cary A	Unbilled	0:30
09/06/2021	Smith, Cary A	Unbilled	0:00
09/07/2021	Smith, Cary A	Unbilled	3:30
09/08/2021	Ball, Peggy L	Unbilled	1:00
09/08/2021	Smith, Cary A	Unbilled	1:30
09/09/2021	Ball, Peggy L	Unbilled	1:00
09/09/2021	Allen, Dionne T	Unbilled	1:00
09/09/2021	Smith, Cary A	Unbilled	2:00
09/10/2021	Ball, Peggy L	Unbilled	1:00
09/10/2021	Smith, Cary A	Unbilled	0:30
09/13/2021	Smith, Cary A	Unbilled	1:30
09/14/2021	Ball, Peggy L	Unbilled	1:00
09/14/2021	Smith, Cary A	Unbilled	1:30
09/15/2021	Ball, Peggy L	Unbilled	1:00
09/15/2021	Smith, Cary A	Unbilled	1:30
09/16/2021	Smith, Cary A	Unbilled	2:00
09/17/2021	Smith, Cary A	Unbilled	1:00
09/20/2021	Allen, Dionne T	Unbilled	1:00
09/20/2021	Smith, Cary A	Unbilled	1:00
09/21/2021	Smith, Cary A	Unbilled	1:00
09/22/2021	Ball, Peggy L	Unbilled	1:00
09/22/2021	Smith, Cary A	Unbilled	2:30
09/23/2021	Ball, Peggy L	Unbilled	1:00
09/23/2021	Smith, Cary A	Unbilled	3:00
09/24/2021	Smith, Cary A	Unbilled	3:00
09/27/2021	Smith, Cary A	Unbilled	0:00
09/28/2021	Ball, Peggy L	Unbilled	1:00
09/28/2021	Smith, Cary A	Unbilled	1:30
09/29/2021	Ball, Peggy L	Unbilled	1:00
09/29/2021	Smith, Cary A	Unbilled	2:00
09/30/2021	Smith, Cary A	Unbilled	1:00
Total Project Administration			133:00
Total 394 ElkinsRoad PSD Ph III Water			133:00
TOTAL			133:00



T R A V E L L O G R E P O R T

Q 3 2 0 2 1 (J U L Y - S E P T E M B E R)

394-Elkins Road PSD Phase III Water

Date	Driver	Origin	Destination	Travel Purpose	Start	Finish
7/7/2021	PLB	BUCKHANNON OFFICE	BUCKHANNON	CHECKS	23,421	23,433

Project Tot



Region VII Planning and Development Council
 PO Box 849
 Buckhannon, WV 26201

Invoice

Date	Invoice #
3/31/2022	394-5

Bill To
394 ElkinsRoad PSD Ph III Water Elkins Road PSD 133 Fallen Road Buckhannon, WV 26201

Description	Amount
Project Administration Services Invoice For the Period of: 1/1/22-3/31/22	0.00
Personnel	2,144.78
Fringe Benefits	739.92
Travel	0.00
Telephone	0.00
Postage	0.00
Supplies	0.00
Indirect Costs	1,518.44
	4,403.14
<p>I hereby certify that the items/services have been received and approved for payment.</p> <p><u>Cary A Smith</u> 06/07/2022 NAME DATE</p>	
<p>Total \$4,403.14</p>	

2:49 PM

05/11/22

Region VII Planning and Development Council
Time by Job Detail
January through March 2022

Date	Name	Billing Status	Duration
394 ElkinsRoad PSD Ph III Water			
Project Administration			
01/03/2022	Smith, Cary A	Unbilled	2:00
01/04/2022	Smith, Cary A	Unbilled	2:00
01/05/2022	Smith, Cary A	Unbilled	1:30
01/06/2022	Smith, Cary A	Unbilled	1:00
01/07/2022	Smith, Cary A	Unbilled	2:00
01/10/2022	Smith, Cary A	Unbilled	1:00
01/12/2022	Allen, Dionne T	Unbilled	1:00
01/12/2022	Smith, Cary A	Unbilled	1:00
01/14/2022	Smith, Cary A	Unbilled	2:00
01/17/2022	Smith, Cary A	Unbilled	0:00
01/18/2022	Smith, Cary A	Unbilled	1:00
01/19/2022	Smith, Cary A	Unbilled	1:00
01/21/2022	Smith, Cary A	Unbilled	1:00
01/24/2022	Smith, Cary A	Unbilled	1:00
01/25/2022	Ball, Peggy L	Unbilled	1:00
01/25/2022	Smith, Cary A	Unbilled	2:00
01/26/2022	Smith, Cary A	Unbilled	1:00
01/27/2022	Smith, Cary A	Unbilled	0:30
01/28/2022	Smith, Cary A	Unbilled	0:30
01/31/2022	Smith, Cary A	Unbilled	1:30
02/01/2022	Ball, Peggy L	Unbilled	1:00
02/04/2022	Smith, Cary A	Unbilled	0:30
02/07/2022	Smith, Cary A	Unbilled	1:00
02/08/2022	Smith, Cary A	Unbilled	2:30
02/09/2022	Smith, Cary A	Unbilled	1:00
02/10/2022	Smith, Cary A	Unbilled	4:00
02/11/2022	Smith, Cary A	Unbilled	1:00
02/14/2022	Smith, Cary A	Unbilled	0:30
02/15/2022	Smith, Cary A	Unbilled	0:30
02/16/2022	Ball, Peggy L	Unbilled	1:00
02/16/2022	Smith, Cary A	Unbilled	1:00
02/18/2022	Smith, Cary A	Unbilled	1:00
02/21/2022	Smith, Cary A	Unbilled	0:00
02/22/2022	Smith, Cary A	Unbilled	1:00
02/24/2022	Smith, Cary A	Unbilled	0:30
02/25/2022	Smith, Cary A	Unbilled	2:00
02/28/2022	Smith, Cary A	Unbilled	2:00
03/02/2022	Smith, Cary A	Unbilled	2:00
03/07/2022	Smith, Cary A	Unbilled	1:00
03/08/2022	Allen, Dionne T	Unbilled	1:00
03/08/2022	Smith, Cary A	Unbilled	0:30
03/10/2022	Smith, Cary A	Unbilled	0:30
03/11/2022	Allen, Dionne T	Unbilled	1:00
03/14/2022	Smith, Cary A	Unbilled	0:00
03/15/2022	Smith, Cary A	Unbilled	2:30
03/16/2022	Smith, Cary A	Unbilled	2:30

2:49 PM

05/11/22

Region VII Planning and Development Council
Time by Job Detail
January through March 2022

Date	Name	Billing Status	Duration
03/17/2022	Smith, Cary A	Unbilled	0:30
03/18/2022	Smith, Cary A	Unbilled	2:00
03/21/2022	Smith, Cary A	Unbilled	1:00
03/22/2022	Smith, Cary A	Unbilled	1:00
03/23/2022	Smith, Cary A	Unbilled	2:00
03/24/2022	Smith, Cary A	Unbilled	2:00
03/25/2022	Smith, Cary A	Unbilled	2:00
03/28/2022	Smith, Cary A	Unbilled	1:00
03/29/2022	Smith, Cary A	Unbilled	1:00
03/30/2022	Smith, Cary A	Unbilled	1:30
03/31/2022	Smith, Cary A	Unbilled	3:00
Total Project Administration			72:30
Total 394 ElkinsRoad PSD Ph III Water			72:30
TOTAL			72:30

**ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #24**

**RESOLUTION OF THE ELKINS ROAD PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO
THE WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,**

WHEREAS, the Elkins Road Public Service District, has reviewed the invoices attached hereto for its water project funded by the West Virginia Infrastructure & Jobs Development Council ("IJDC") and Community Development Block Grant ("CDBG"), and find as follows:

- a.) That none of the items for which payment is proposed to be made has been requested from another funding source.
- b.) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.
- c.) That each of such costs has been otherwise properly incurred.
- d.) That the payment for each of the items proposed is due and owing as the date hereof.

NOW, THEREFORE BE IT RESOLVED by the Elkins Road Public Service District as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

VENDOR	CDBG	IJDC Loan	TOTAL
Chapman Technical Group	\$ 11,045.17	\$ 903.81	\$ 11,948.98
Region VII Planning & Development Council	\$ 12,952.22	\$ -	\$ 12,952.22
A.J. Burk, LLC.	\$ -	\$ 19,206.21	\$ 19,206.21
Chojnacki Construction, Inc.	\$ -	\$ 29,009.29	\$ 29,009.29
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 23,997.39	\$ 49,119.31	\$ 73,116.70

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 7th day of June, 2022.

By: _____

Its: Chairman

6/7/2022

	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
	460,350.00	8,530.63	468,880.63	468,880.63	0.00	468,880.63	0.00
	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
	1,117,740.00	176,467.00	1,294,207.00	1,284,437.80	9,669.19	1,294,106.99	100.01
	1,384,581.65	(211,216.11)	1,173,365.54	1,144,256.24	29,009.29	1,173,265.53	100.01
	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
	0.00	80,750.00	80,750.00	80,750.00	0.00	80,750.00	0.00
	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
	0.00	136,000.00	136,000.00	136,000.00	0.00	136,000.00	0.00
	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
	0.00	134,315.00	134,315.00	124,777.98	9,537.02	134,315.00	0.00
ystem)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
	89,810.00	48,500.00	138,310.00	138,310.00	0.00	138,310.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	439,811.00	(108,866.00)	330,945.00	257,019.49	0.00	257,019.49	73,925.51
	10,500.00	0.00	10,500.00	9,202.23	903.81	10,106.04	393.96
	3,622.50	0.00	3,622.50	3,622.50	0.00	3,622.50	0.00
	10,500.00	0.00	10,500.00	5,894.00	0.00	5,894.00	4,606.00
	1,627.50	0.00	1,627.50	1,627.50	0.00	1,627.50	0.00
	6,118.00	0.00	6,118.00	6,118.00	0.00	6,118.00	0.00
	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00
	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
	40,000.00	(2,244.11)	37,755.89	37,755.89	0.00	37,755.89	0.00
	80,566.35	(58,029.19)	22,537.16	22,537.16	0.00	22,537.16	0.00
	50,000.00	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
	70,040.00	(23,941.99)	46,098.01	46,098.01	0.00	46,098.01	0.00
	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
	500.00	0.00	500.00	500.00	0.00	500.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	5,000,000.00	(19,210.00)	4,980,790.00	4,630,567.60	49,119.31	4,679,686.91	301,103.09

	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	520,517.00	(162,362.64)	358,154.36	304,001.00	0.00	304,001.00	54,153.36
	682,788.35	(14,920.35)	667,868.00	667,868.00	0.00	667,868.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
system)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12,000.00	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00
	108,000.00	0.00	108,000.00	108,000.00	0.00	108,000.00	0.00
	7,710.00	0.00	7,710.00	7,710.00	0.00	7,710.00	0.00
	38,490.00	0.00	38,490.00	38,490.00	0.00	38,490.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	97,189.00	63,866.00	161,055.00	110,963.77	9,488.98	120,452.75	40,602.25
	4,500.00	0.00	4,500.00	3,943.81	556.19	4,500.00	0.00
	1,552.50	0.00	1,552.50	1,552.50	0.00	1,552.50	0.00
	4,500.00	0.00	4,500.00	2,526.00	1,000.00	3,526.00	974.00
	697.50	0.00	697.50	697.50	0.00	697.50	0.00
	2,622.00	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	19,433.65	88,029.19	107,462.84	64,215.58	12,952.22	77,167.80	30,295.04
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	25,387.80	25,387.80	25,387.80	0.00	25,387.80	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1,500,000.00	(0.00)	1,500,000.00	1,349,977.96	23,997.39	1,373,975.35	126,024.65

	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
	460,350.00	8,530.63	468,880.63	468,880.63	0.00	468,880.63	0.00
	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
	1,638,257.00	14,104.36	1,652,361.36	1,588,438.80	9,669.19	1,598,107.99	54,253.37
	2,067,370.00	(226,136.46)	1,841,233.54	1,812,124.24	29,009.29	1,841,133.53	100.01
	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
	0.00	80,750.00	80,750.00	80,750.00	0.00	80,750.00	0.00
	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
	0.00	136,000.00	136,000.00	136,000.00	0.00	136,000.00	0.00
	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
	0.00	134,315.00	134,315.00	124,777.98	9,537.02	134,315.00	0.00
system)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
	128,300.00	48,500.00	176,800.00	176,800.00	0.00	176,800.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	537,000.00	(45,000.00)	492,000.00	367,983.26	9,488.98	377,472.24	114,527.76
	15,000.00	0.00	15,000.00	13,146.04	1,460.00	14,606.04	393.96
	5,175.00	0.00	5,175.00	5,175.00	0.00	5,175.00	0.00
	15,000.00	0.00	15,000.00	8,420.00	1,000.00	9,420.00	5,580.00
	2,325.00	0.00	2,325.00	2,325.00	0.00	2,325.00	0.00
	8,740.00	0.00	8,740.00	8,740.00	0.00	8,740.00	0.00
	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00
	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
	40,000.00	(2,244.11)	37,755.89	37,755.89	0.00	37,755.89	0.00
	100,000.00	30,000.00	130,000.00	86,752.74	12,952.22	99,704.96	30,295.04
	50,000.00	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
	70,040.00	1,445.81	71,485.81	71,485.81	0.00	71,485.81	0.00
	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
	500.00	0.00	500.00	500.00	0.00	500.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	6,500,000.00	(19,210.00)	6,480,790.00	5,980,545.56	73,116.70	6,053,662.26	427,127.74

Upshur County Schools Camera Upgrade and Expansion Project Abstract

This project will install additional video surveillance equipment and replace outdated video surveillance equipment at all nine (9) public schools within Upshur County. The project additionally will provide for real time security camera analytics. The Upshur County Commission submits this grant in continued partnership with the Upshur County Board of Education. Total population of Upshur County 23,816 (2020 census) with a total of 3,701 students.

Upshur County, while not the most economically distressed county in Appalachia, is not affluent in monetary wealth and largely consists of blue-collar families. The county seat sits at the intersection of two main thoroughfares, and several outlying communities serve as homes to residents who choose to live away from the hustle-bustle of town life. Residents are strong supporters of 2nd Amendment rights. One municipal police dept. (i.e., Buckhannon) serves the area, as well as a Sheriff's Dept. and one WVSP barracks. These agencies maintain mutual aid and support one another. The Lewis-Upshur LEPC supports the county's preparedness efforts. The county EMA participates in region-wide preparedness via WVHS Region 4.

A recent joint drill with the Upshur County Communication Center and Upshur BOE has highlighted the increased need of additional cameras in the school. The drill underscored the difficulty of using the cameras in a real-time setting. The additional proposed augmentation includes upgrading the resolution on multiple external and internal security cameras at critical locations to provide the most up to date technology to allow for high resolution cameras and video analytics.



WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number: O-COPS-2022-171214

* Opportunity Title: FY 2022 School Violence Prevention Program

Opportunity Package ID: PKG00273577

CFDA Number: 16.710

CFDA Description: Public Safety Partnership and Community Policing Grants

Competition ID:

Competition Title:

Opening Date: 04/21/2022

Closing Date: 06/14/2022

Agency: Community Oriented Policing Services

Contact Information: COPS Office Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID: WS00917420

Application Filing Name: Upshur Co. Schools Camera Expansion and Upgrade Project

UEI: L1BDAD3EH4A7

Organization: Upshur, County Of

Form Name: Application for Federal Assistance (SF-424)

Form Version: 4.0

Requirement: Mandatory

Download Date/Time: Jun 02, 2022 01:50:08 PM EDT

Form State: No Errors

FORM ACTIONS:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/> Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/> Upshur County Commission	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/> Upshur County Commission		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 556000406	* c. UEI: <input type="text"/> L1BDAD3EH4A7	
d. Address:		
* Street1: <input type="text"/> 91 West Main Street, Suite 101 Street2: <input type="text"/> * City: <input type="text"/> Buckhannon County/Parish: <input type="text"/> Upshur * State: <input type="text"/> WV: West Virginia Province: <input type="text"/> * Country: <input type="text"/> USA: UNITED STATES * Zip / Postal Code: <input type="text"/> 26201-2287		
e. Organizational Unit:		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text"/> Tabatha	
Middle Name: <input type="text"/> R		
* Last Name: <input type="text"/> Perry		
Suffix: <input type="text"/>		
Title: <input type="text"/> County Administrator		
Organizational Affiliation: <input type="text"/> Upshur County Commission		
* Telephone Number: <input type="text"/> 3044720535		Fax Number: <input type="text"/> 3044732802
* Email: <input type="text"/> trperry@upshurcounty.org		

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

*** 12. Funding Opportunity Number:**

O-COPS-2022-171214

* Title:

FY 2022 School Violence Prevention Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

areas affected.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Upshur County Board of Education Camera Upgrade and Expansion Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="316,374.75"/>
* b. Applicant	<input type="text" value="105,458.25"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="421,833.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative: * Date Signed:

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, entered this ____ day of June 2022, by and between the Upshur County Commission, hereinafter referred to as the "COMMISSION", the Upshur County Board of Education, hereinafter referred to as the "BOARD" and the Region VII Planning and Development Council, hereinafter referred to as the "COUNCIL", set forth as follows:

WHEREAS, the COMMISSION on behalf of the BOARD, is actively soliciting grant funding from the Community Oriented Policing Services (COPS) via application to the Fiscal Year (FY) 2022 School Violence Prevention Program to upgrade and expand the camera surveillance system in all Upshur County schools; and

WHEREAS, the COMMISSION will be required to obligate itself to comply and adhere to the COPS program funding requirements and regulations in completing this project; and,

WHEREAS, the COUNCIL has extensive experience in the proper administration and operation of projects with these types of requirements and regulations; and,

WHEREAS, the FY 2022 School Violence Prevention Program Solicitation allows for expenses for consultants and the COUNCIL regularly serves as a consultant and/or grant administrator for federal grants for local governments within their seven county region; and,

WHEREAS, consultant expenses will directly contribute to the implementation of the project, are more economical than direct employment and neither the COMMISSION nor the BOARD have sufficient staff available to dedicate to the administration of this project internally; and,

WHEREAS, as a quasi-governmental agency established by WV Code Chapter 8, Article 25, Region VII Planning & Development Council is exempt from the procurement standards in 2 C.F.R. 200.317-200.326; and,

WHEREAS, the COMMISSION will submit the application for federal assistance, including seventy five percent (75%) of the expense of consulting/grant administration with the remaining twenty five percent (25%) included in the local match; and,

WHEREAS, the BOARD acknowledges that this consulting is necessary and has agreed to fund the expense in whole, in addition to their required local match, if COPS funding is not awarded for this purpose; and,
WHEREAS, this Agreement will be considered null and void should the COMMISSION's FY 22 School Violence and Prevention Program Application for the above referenced project be denied; and,

NOW, THEREFORE BE IT RESOLVED, the COMMISSION, BOARD and the COUNCIL do agree as follows:

ARTICLE I: The COUNCIL agrees to provide technical assistance to the COMMISSION, BOARD and its staff in specific matters related to the completion of the project identified under the program requirements. These duties include the following:

1. Attending any necessary meetings.
2. Assisting with the application submission.
3. Completing and submitting necessary process and financial reporting requirements.

4. Reviewing requests for payment from the contractors, processing and submitting financial requisitions to COPS and the BOARD.
5. Providing oversight related to procurement requirements.

ARTICLE II: The total compensation for the required consulting services is a lump sum fee of \$29,430.00, or roughly seven percent (7%) of the project cost.

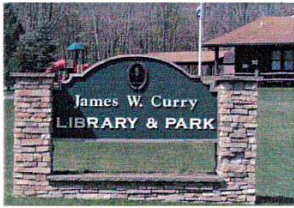
ARTICLE III: This agreement may be altered upon approval and mutual agreement of all parties. It may also be terminated by any party following approval of the Upshur County Commission upon the service of a thirty-day notice so stating.

IN WITNESS HEREOF, the COMMISSION, BOARD and the COUNCIL have executed this agreement on or as of the date first written above.

Kristie Tenney
Commission President
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Shane Whitehair
Executive Director
Region VII Planning & Development Council
21 E. Main Street, Suite 102
Buckhannon, WV 26201

Dr. Sara Lewis-Stankus
Superintendent
Upshur County BOE
102 Smithfield Street
Buckhannon, WV 26201



James W. Curry Public Library

1721 Brooks Hill Road
French Creek, WV 26218
Phone: 304-924-6724

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

6/4/2022

Dear County Commissioners:

I respectfully request approval of the expenditure of \$175.00 (one hundred seventy five dollars and no cents) payable to Skateland, 240 S. Kanawha Street, Buckhannon, WV 26201 for rink rental on August 9th, 2022 from 7:00 – 9:00 pm. This is the grand finale event for our "Read Beyond the Beaten Path" 2022 Summer Reading Program for all participants who have completed their reading logs, up to 50 skaters (rink stipulation).

This event has become a tradition that our families look forward to and have expressed the desire to continue. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Judith L. Williams".

Judith L. Williams

Director, James W. Curry Public Library

June 2, 2022



S. M. Adams
Upshur County Commission
91 West Main Street
Suite 101
Buckhannon, WV 26201

Re: Sites and Structures Committee
Request for Reappointment to Committee

Dear Ms. Adams:

As per our recent conversation, I am by way of this letter requesting reappointment by the Upshur County Commission to the County Sites and Structures Committee as its community affairs representative. I have served as a member of the Committee for the past four years and would very much appreciate the opportunity to serve an additional term. I am a graduate of West Virginia University and am retired from the West Virginia Division of Natural Resources.

If given the opportunity to serve an additional term I will do my best to uphold the high standards expected of the Committee members.

Should you have any questions in this matter, please do not hesitate to contact me at

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris A. Cook'.

Christopher A. Cook

CC:cc

May 31, 2022

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

RE: Appointment to the Buckhannon-Upshur Airport Authority

Commissioners,

This letter serves as my official request for reappointment to the Buckhannon-Upshur Airport Authority. My term expires on June 30, 2022 and I would appreciate the opportunity to continue to serve on this board. This reappointment would be for a three year term to expire on June 30, 2025.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Phil Loftis

Shelia Adams

From: Tabatha Perry <trperry@upshurcounty.org>
Sent: Monday, June 13, 2022 10:25 PM
To: Adams, Shelia
Subject: Fw: ucswa board

Shelia,

FYI below for the agenda.

Best regards,

Tabatha R. Perry

County Administrator
Upshur County Commission
91 W Main Street, Suite 101
Buckhannon, WV 26201
trperry@upshurcounty.org
P: 304 / 472.0535 ext. 2
F: 304 / 473.2802

The Upshur County Commission is an Equal Opportunity Employer (EOE)
This community supports Fair Housing practices.

This message may contain confidential and/or restricted information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. This message shall not be forwarded or distributed unless the sender consents to forwarding or distribution. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Jay Hollen <jay.hollen@buckhannonwv.org>
Sent: Monday, June 13, 2022 4:33 PM
To: Belinda Lewis; Tabatha Perry; Jerry Arnold; Scottrandall
Subject: ucswa board

Both,


Scott Randall, City Waste Board member, has accepted the nomination to assume my expiring UCSWA Board position.

I've copied both Scott and Jerry on this email in case anyone has any questions.

Jay

INTEROFFICE MEMORANDUM



TO: Upshur County Commission
FROM: Shelia M. Adams, Administrative Assistant 
SUBJECT: James W. Curry Library and Park Advisory Board
DATE: June 13, 2022


Commissioners,

I respectfully request the appointment of Tabatha R. Perry, Upshur County Administrator to the James W. Curry Library and Park Advisory Board. Upon approval Ms. Perry would complete the unexpired term of former Upshur County Administrator, Carrie L. Wallace expiring December 31, 2025.

Thank you for your consideration of this request.

INTEROFFICE MEMORANDUM



TO: Upshur County Commission
FROM: Shelia M. Adams, Administrative Assistant 
SUBJECT: Mountaineer Trail Network Authority
DATE: June 13, 2022

Commissioners,

I respectfully request the reappointment of Jeremiah McCourt, Upshur County Parks and Recreation Facilities Director, as the recreation industry representative to the Mountaineer Trail Network Authority. Upon approval Mr. McCourt's term will be July 1, 2022 to June 30, 2024

Thank you for your consideration of this request.

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

June 16, 2022

I, Kristie G. Tenney, President of the Upshur County Commission, hereby authorize Tabatha R. Perry, County Administrator, to use my official signature stamp to sign any required documentation on behalf of the Upshur County Commission.

Kristie G. Tenney
President, Upshur County Commission

State of WV
County of Upshur

The foregoing document was acknowledged before me this ____ day of _____, 2022 by Kristie G. Tenney.

My commission expires: _____.

Notary Public

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

June 16, 2022

I, Kristie G. Tenney, President of the Upshur County Commission, hereby authorize Cindy M. Hughes, Assistant County Administrator, to use my official signature stamp to sign any required documentation on behalf of the Upshur County Commission.

Kristie G. Tenney
President, Upshur County Commission

State of WV
County of Upshur

The foregoing document was acknowledged before me this ____ day of _____, 2022 by Kristie G. Tenney.

My commission expires: _____.

Notary Public

SCA #181

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, by and between the County Commission of Upshur County, West Virginia (“the Commission”), and the Supreme Court of Appeals of West Virginia (“the Court”), (hereinafter also referenced collectively “the Parties”), memorializes the arrangements essential to establishing and maintaining Family Court facilities in Upshur County, in accordance with the mandates of West Virginia Code §51-2A-1, *et seq.*

1. Family Court Facilities/Premises.

1.1. The Commission acknowledges that it has a duty provide a premises for the Family Court which is adequate for the conduct of the duties required of the Family Court, which conform to standards established by rules promulgated by the Supreme Court of Appeals of West Virginia. In exchange, the Administrative Office of the Supreme Court of Appeals of West Virginia shall pay to the Commission a reasonable amount as rent for the premises furnished by the Commission to the Family Court and his or her staff.

1.1. Effective July 1, 2022, and in fulfilment of its obligation under West Virginia Code §51-2A-20, the Commission shall provide facilities/premises for Family Court purposes, as described herein, located at Upshur County Family Court, 38 W. Main Street, Buckhannon, West Virginia 26201, an approved space of 1,413 square feet.

- See Exhibit A attached, approved Floor Plan Diagram.

1.2. Commencing July 1, 2022, the Commission shall on a monthly basis invoice the Court in care of Sue Troy, Director of Financial Management, Office of Court Administration, Supreme Court of Appeals of West Virginia, 1900 Kanawha Blvd. E., Building 1, Room E-100, Charleston, West Virginia, 25305 or via e-mail at Sue.Troy@courtswwv.gov. The monthly invoice shall not exceed Nine Hundred and Forty-Two Dollars and Zero Cents (\$942.00), which is equivalent to Eight Dollars (\$8.00) per square foot per annum rate. After two years, and beginning July 1, 2024, the monthly invoice shall not exceed One Thousand One Hundred and Seventy-Seven Dollars and Fifty Cents (\$1,177.50), which is equivalent to Ten Dollars (\$10.00) per square foot per annum rate. Within ten (10) days of its receipt of the referenced invoice, the Court shall review the invoice for error and, if the invoice is correct, transmit it to the State Auditor for payment, or, if the invoice is incorrect, return it for correction.

- See Exhibit B attached, Template Invoice.

1.3. The Commission acknowledges that the Court cannot obligate funds beyond the end of the fiscal year and, therefore, the Court can only issue payment for monthly rent incurred

SCA #181

in a given fiscal year. If the Court receives invoices after June 30 for a previous fiscal year, the Parties acknowledge that the Court may be unable to pay the invoiced amount.

2. **Term.** The term of this arrangement for the Commission to provide Family Court facilities/premises is as follows:

2.1. In accordance with the fiscal year, the initial term of the Family Court arrangement shall be July 1, 2022, through June 30, 2026, after which the term shall automatically renew from July 1, 2026, through June 30, 2031. Thereafter, the term of this arrangement is subject to renewal in single year increments by the written affirmation of the Court between the dates of May 15 and June 15.

2.2. The renewal mechanism described in Paragraph 2.1. shall reflect the Parties' intentions that the terms of the arrangement shall not be subject to ongoing annual negotiation; rather, with the exception of the term, the Parties shall consider the terms, including the rental amount, as fixed. Should the Commission seek to modify or amend the terms and conditions agreed upon herein during the effective term of the arrangement, such modifications or amendments must be agreed upon and executed in writing by the Parties prior to taking effect.

2.3. This arrangement shall terminate automatically by operation of law should the West Virginia Legislature terminate the funding for the Family Court system.

2.4. The Court may terminate this arrangement, with or without cause, with a thirty-day written notice to the Commission, tendered by certified U.S. mail, return receipt requested in care of the address set forth herein.

3. **Parking, Utilities, and Services.** The Commission acknowledges that the provision of adequate and suitable space incorporates the space requirements detailed in Exhibits C and D, as well as parking for Judicial Officers and staff, all utilities, janitorial services, grounds upkeep and maintenance, and similar services essential for daily operation of the Family Court, which the Commission shall provide at its sole expense.

- See Exhibit C attached, Family Court Facility and Security Standards.
- See Exhibit D attached, attached, Memorandum #08-01, Minimum Family Court Space per Judge.
- See Exhibit E attached, Janitorial Services for Family Court Offices.

SCA #181

4. **Maintenance and Repairs.** The Commission acknowledges that the provision of adequate and suitable space incorporates its obligation to undertake at its sole expense all repairs and maintenance to the premises. In the event of any such incidents, and/or damage to the premises during the term, the Commission agrees to promptly repair the underlying issue(s) and restore the premises.
5. **Premises, Floor Plan, Security Plan.** The Court has inspected the Family Court facilities/premises, and the Court is satisfied with the physical condition of the facilities/premises. In the event that the facilities/premises do not conform to the standards established by the Court, it grants provisional approval of the facilities/premises, and the Commission acknowledges that it will work toward compliance with the standards as referenced in Exhibit C and Exhibit D.
6. **Insurance, Indemnification.** The Parties acknowledge that the activities of the Family Court shall be held harmless for any damages, injuries, loss, or liability arising from its activities on the premises, and that these activities are covered by the State Board of Risk and Insurance Management of West Virginia, W. Va. Code §29-12-1. The Commission shall be responsible to maintain a policy of fire, property, and casualty insurance on the premises.
7. **Taxes.** The Commission agrees that it shall be solely responsible for the payment of all real estate taxes and assessments, if any, levied on the premises.
8. **Enjoyment of Premises.** The Parties agree that the Court shall at all times, except for Thursday of each week and any additional days as scheduled and approved by the Family Court Judge, be entitled to exclusive, peaceful, and quiet enjoyment of the Family Court facilities at

SCA #181

all times during the herein term, and that the Commission shall be entitled to reasonable inspection of the Family Court facilities upon a reasonable notice to the Court. The Parties further agree that the Upshur County Commission shall have exclusive use of the Family Court facilities on Thursday of each week and additional days as scheduled and approved by the Family Court Judge to conduct its regularly scheduled County Commission meetings and any other County business as required.

9. **Failure to Provide and Maintain Adequate and Suitable Space.** In the event that the Commission fails to meet its obligation to provide and maintain adequate and suitable space for Family Court, the Court agrees to bring the specific matter(s) to the Commission's attention in accordance with the notice provisions below. The Commission shall therefrom have a ten-day period within which to correct the underlying condition. In the event that the Commission does not correct any defective condition within the ten-day period, the Court shall have the option to correct the condition and deduct the cost from future rental payments.
10. **Ongoing Obligation.** The Commission acknowledges that it has a statutory responsibility to provide adequate and suitable space for Family Court. Further, the Commission acknowledges that the Court must approve in advance any plans for changing, moving, relocating, rehabilitating, renovating, or otherwise modifying any Family Court facilities/premises, and that any such requests for the Court's consideration must be provided pursuant to the notice provisions below.
11. **Binding Terms, Modification.** The Parties pledge that they shall honor the terms set forth in this Memorandum of Understanding and consider them final and binding essentially. The

SCA #181

Parties further acknowledge that the Parties may modify this Memorandum of Understanding but that any such modification shall not be effective unless signed by both Parties.

12. **Notice.** Any Notice pursuant to this Memorandum of Understanding shall be tendered by certified U.S. mail, return receipt requested, in care of each party as noted in the signature lines which follow.

13. If circumstances change such that the terms are no longer valid the Parties must update the written documents before any payments can be processed.

FOR THE UPSHUR
COUNTY COMMISSION,
By:

Print Name

Sign Name
As Its President,

Upshur County Commission
Upshur County Administrative Annex
Buckhannon, WV 26201
(304) 472-0535

In Care of _____@_____

FOR THE SUPREME COURT OF
APPEALS OF WEST VIRGINIA,
By:

Joseph M. Armstrong

Sign Name

Administrative Director
State Capitol, Building 1
Room E-100
Charleston, WV 25305
(304) 340-2914
Joseph.Armstrong@courtsww.gov

SCA #181

**STATE OF WEST VIRGINIA
COUNTY OF UPSHUR, TO-WIT:**

I, _____, a Notary Public of said County and State, do hereby certify that _____, who signed the foregoing Memorandum of Understanding on behalf of the County Commission of Upshur County, West Virginia, a unit of government of the State of West Virginia, in his/her capacity as President of said county commissions, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this ____ day of _____, 2022.

_____, Notary Public as aforesaid

My Commission Expires: _____

**STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, TO-WIT:**

I, Sarah E. Loftus, a Notary Public of said County and State, do hereby certify that Joseph Armstrong, who signed the foregoing Memorandum of Understanding on behalf of the Supreme Court of Appeals of West Virginia, a branch of government of the State of West Virginia, in his capacity as Administrative Director of said branch, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said governmental branch.

Given under my hand this ____ day of _____, 2022.

_____, Notary Public as aforesaid

My Commission Expires: March 1, 2024

STATE OF WEST VIRGINIA

EXECUTIVE DEPARTMENT

At Charleston

A PROCLAMATION

By the Governor

WHEREAS, Juneteenth, also known as Freedom Day or Emancipation Day, is celebrated each year on June 19 in the United States to commemorate the end of slavery; and

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on New Year's Day in 1863, which ordered the freeing of all slaves in states that were rebelling against Union forces; and

WHEREAS, the Emancipation Proclamation had little effect in Texas, where there were few Union troops to enforce the order; and

WHEREAS, the message of freedom finally reached African Americans in Texas on June 19, 1865, when Union General Gordon Granger, backed by nearly 2,000 troops, arrived in the city of Galveston and made the announcement; and

WHEREAS, West Virginia recognizes Juneteenth as the oldest known celebration commemorating the end of slavery; and

WHEREAS, on June 17, 2021, President Biden signed the Juneteenth National Independence Day Act, which established Juneteenth as an official federal holiday; and

WHEREAS, West Virginia Code § 2-2-1 and West Virginia Code of State Regulations § 143-1-14 vests the Governor with the authority to proclaim and treat additional days as official holidays or days of special observance, or days for the general cessation of business; and

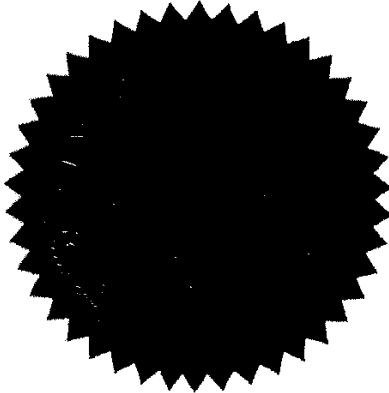
WHEREAS, in acknowledgement of the historical significance of Juneteenth, and the fact it is recognized as an official federal holiday, it is fitting and proper that the public employees of this State be permitted to generally cease business on the Friday prior to Juneteenth, being Friday, June 17, 2022, to spend an extended and enjoyable holiday weekend with their loved ones.

NOW, THEREFORE, I, JIM JUSTICE, pursuant to the foregoing and by virtue of the authority vested in me as the Governor of the State of West Virginia, do hereby **PROCLAIM** and **ORDER** that Friday, June 17, 2022, shall be treated as if it were an official holiday, and the public employees of this State may be excused from their work duties on that day without charge against accrued annual leave; and do further

PROCLAIM that this **ORDER** shall not affect private businesses, local governments, and other entities and individuals not employed by the State of West Virginia; nor shall it affect the work requirements of those public employees who may be called upon to safeguard the health, safety, and welfare of West Virginia's citizenry and compensated in accordance with the legislative rules established by the West Virginia Division of Personnel; however, in accordance with West Virginia Code § 2-2-1(c), county commissions may treat Friday, June 17, 2022, as if it were a legal holiday, and the courts may do the same.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.



By the Governor

DONE at the Capitol in the City of Charleston, State of West Virginia, this Thirteenth Day of June, in the Year of our Lord, Two Thousand Twenty-Two, and in the One Hundred Fifty-Ninth Year of the State.

A handwritten signature in cursive script, appearing to read "James E. Goff", written in dark ink.

GOVERNOR

A handwritten signature in cursive script, appearing to read "Mpc Warner", written in dark ink.

SECRETARY OF STATE



WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
 1900 Kanawha Boulevard East • Building Five • Room 109
 Charleston, West Virginia 25305-0440 • (304) 558-0444



Jimmy Wriston, P.E.
 Secretary of Transportation
 Commissioner of Highways

June 1, 2022

To Whom It May Concern:

The West Virginia Department of Transportation (WVDOT) is seeking input to help guide the future of transportation in West Virginia. WVDOT is in the process of developing its new 6-year Statewide Transportation Improvement Program (STIP). The 2023-2028 STIP identifies project investments over a 6-year period to fund the operation, preservation, rehabilitation, and expansion of West Virginia's highway and transit assets statewide with the revenue that is estimated to be available.

WVDOT is hosting a virtual public workshop on June 17, 2022, from 5:00pm to 7:00pm, for the public to review information on future funding levels and provide input on the potential program categories and funding levels for the 6-year period. The workshop will provide a venue for the public to ask questions and discuss the program with the project team. The input will be used to help formulate a draft STIP document that will be available for review and comment at a later date. Please visit the STIP website at any time during the workshop to access the virtual meeting:

<https://transportation.wv.gov/highways/Programming/STIP/Pages/default.aspx>

Each time the STIP is updated, the public is given the opportunity to participate in the transportation planning process. The public is encouraged to provide comments on the STIP through July 1, 2022. Comments and questions can be submitted electronically via DOTSTIP@wv.gov, or by mail to:

Mr. Chris Kinsey
 Programming Division
 West Virginia Division of Highways
 1900 Kanawha Boulevard, Building 5, Room 650
 Charleston, West Virginia 25305

The West Virginia Department of Transportation will, upon request, provide reasonable accommodations including auxiliary aids and services necessary to afford an individual with a disability an equal opportunity to participate in our services, programs, and activities. The WVDOT will consider, upon request, every request for reasonable accommodations to provide language interpretation for people with Limited English Proficiency and translations of written materials necessary to access project information.

**Six-year Statewide STIP Virtual Public Workshop
June 1, 2022
Page Two**

Anyone requesting special services should contact the WV Civil Rights Compliance Division at (304) 558-3931 as early as possible so that arrangements can be made. Persons with hearing or speech impairments can reach all state agencies by calling (800) 982-8772 (voice to TDD) or (800) 982-8771 (TDD to voice). Aquellas personas que no hablan inglés o tienen limitaciones para leer, hablar o entender inglés, podrían recibir servicios de interpretación si los solicitan llamando al (304) 558-3931.

Sincerely,

A handwritten signature in blue ink that reads "Jimmy Wriston, P.E.".

**Jimmy Wriston, P.E.
Secretary of Transportation/
Commissioner of Highways**

GE:L

Attachments

Program Title: COMMUNITY DEVELOPMENT AND CONN
FISCAL YEAR: 2021

DIST	COUNTY	OBLG DATE	FY	PHASE	ST PROJ NO	PROJECT NAME	TYPE OF WORK	FED \$	TOTAL \$
9	FAYETTE	10/26/2020	2021	ENG	U308BACTR100	ARC POWER S VV BKE TRL N CAPERTON TRAIL LIGHTING	DESIGN/CONST REC TRAIL NETWORK	\$45,000	\$150,000
4	MONONGALIA	10/26/2020	2021	ENG	U331CAPER300		INSTALL LIGHTING	0	\$25,000
1	KANAWHA	10/26/2020	2021	CON	U320CHAS202	CHARLESTON WASHINGTON ST W STREET	CONST SIDEWALK	\$166,616	\$245,772
4	MARION	10/26/2020	2021	CON	U325FAIRM700	FY 21 REC TRAIL OH	DESIGN/CONST SIDEWALK	\$20,000	\$400,000
00	STATEWIDE	10/26/2020	2021	ENG	T66NR72100	HARRISON CO SOUTH RAIL TRL	REC TRAIL OH (ADMIN & ED)	\$104,000	\$130,000
1	KANAWHA	10/26/2020	2021	CON	U317HARR700	HARRISON CO SOUTH RAIL TRL	CONST TRAILHEAD FACILITY	\$380,800	\$500,800
9	GREENBRIER	10/26/2020	2021	CON	U320HAT1200	HATFIELD-MCCOY-KANAWHA CO TRAILH	CONST TRAILHEAD FACILITY	\$75,000	\$75,000
4	MARION	10/26/2020	2021	CON	U313WHIT100	HOWARDS CREEK HIKERBIKE TRAIL & PE	CONST SIDEWALK	\$304,000	\$380,000
8	POCAHONTAS	10/26/2020	2021	CON	U325PRLEA500	PLEASANT VALLEY SIDEWALK 2014	CONST SIDEWALK	\$12,000	\$156,000
10	MERCER	12/26/2020	2021	CON	U338MARL000	MARLINTON RANGER DISTRICT	DESIGN/CONST TRAIL	\$25,801	\$36,126
9	GREENBRIER	12/26/2020	2021	CON	U325BATHEN200	ATHENS PARK TRAIL	DESIGN/CONST TRAIL	\$72,000	\$90,000
4	MONONGALIA	12/26/2020	2021	CON	U317THARR600	BRIDGEPORT COMM CONNECTIVITY	DESIGN/CONST TRAIL	\$160,000	\$200,000
3	WOOD	12/26/2020	2021	CON	U354CCOMN100	CONING PARK TRAIL ACQUISITION	ACQUISITION OF CSX RAIL CORRIDO	\$240,000	\$240,000
4	MONONGALIA	12/26/2020	2021	CON	U331MONN604	DUNKARD AVE SIDEWALKS PHASE V	CONST SIDEWALK	\$60,000	\$100,000
8	GREENBRIER	2/26/2021	2021	CON	U313ALDER402	ALDERSON MEM BR	REPLACE BRIDGE	\$64,000	\$84,000
1	KANAWHA	2/26/2021	2021	CON	U347BLACK200	BLACKWATER FALLS EQUIPMENT	EQUIPMENT PURCHASE	\$124,000	\$156,000
3	WOOD	2/26/2021	2021	CON	U320CHAS300	CHARLESTON SIDEWALKS SOUTH	CONST SIDEWALK	\$57,874	\$60,620
8	RANDOLPH	2/26/2021	2021	ENG	U354PARK1400	GHION ELEM SCHOOL SIDEWALK	TRK RESURF. EQUIP PURCHASE	\$120,000	\$150,000
2	WAYNE	2/26/2021	2021	ENG	U340GLEND100	GLENDALE PARK TRAIL & EQUIP PURCHA	EQUIPMENT PURCHASE	\$30,000	\$30,000
1	KANAWHA	2/26/2021	2021	CON	U320HAT1200	HATFIELD-MCCOY-KANAWHA CO TRAILH	CONST TRAILHEAD FACILITY	\$184,200	\$196,000
7	LEWIS	2/26/2021	2021	CON	U321JANE400	JANE LEW MAIN STREETSCAPE	CONST SIDEWALK	\$186,000	\$233,250
9	GREENBRIER	2/26/2021	2021	CON	U313LEWIS600	LEWISBURG US 219 SOUTH SIDEWALKS	CONST SIDEWALK	\$50,000	\$50,000
10	RALEIGH	2/26/2021	2021	CON	U341PNET100	MEADOW RIVER TRAIL PHASE	CONST TRAIL	\$25,000	\$25,000
9	GREENBRIER	2/26/2021	2021	CON	U317SHINN800	SHINNISTON DOWNTOWN SIDEWALKS	DESIGN/CONST SIDEWALK	\$188,300	\$188,300
4	HARRISON	2/26/2021	2021	CON	U313LEWIS400	WEST MILFORD SCHOOL ST SI	CONST SIDEWALK	\$179,437	\$188,881
9	GREENBRIER	2/26/2021	2021	CON	U313LEWIS400	US 81 S LA FAYETTE	CONST SIDEWALK	\$89,000	\$104,000
4	HARRISON	2/26/2021	2021	CON	U313LEWIS400	US 81 S LA FAYETTE	CONST SIDEWALK	\$12,500	\$12,500
10	MCDOWELL	2/26/2021	2021	CON	U342CLARK1000	CLARKSBURG CONNECTOR	ACQUISITION OF CSX RAIL CORRIDO	\$75,200	\$84,000
1	CLAY	3/26/2021	2021	CON	U308CLAY600	CLAY SIDEWALK	CONST SIDEWALK	\$160,000	\$160,000
2	MINGO	3/26/2021	2021	CON	U330GLBLE300	GILBERT SIDEWALK PHASE I	DESIGN SIDEWALK	\$643,000	\$643,000
3	CALHOUN	3/26/2021	2021	CON	U307GRANT700	GRANTSVILLE HIGH ST SS	DESIGN/CONST ADA SIDEWALKS	\$297,500	\$297,500
1	BOONE	3/26/2021	2021	CON	U303HAT1300	HATFIELD-MCCOY TRAIL SYSTEM	CONST TRAIL	\$80,000	\$100,000
2	LOGAN	3/26/2021	2021	CON	U303HAT1300	HATFIELD-MCCOY-BOONE CO TRAILHEA	CONST TRAILHEAD FACILITY	\$120,000	\$150,000
5	MCDOWELL	3/26/2021	2021	CON	U323HAT1600	HATFIELD-MCCOY-LOGAN CO TRAIL	CONST TRAIL	\$50,000	\$62,500
10	JEFFERSON	3/26/2021	2021	CON	U324HEGE100	JAEGER SIDEWALK REHAB	DESIGN/CONST SIDEWALK	\$244,000	\$244,000
1	BOONE	3/26/2021	2021	CON	U330MAD5300	MAJORS STATE ST STREETSCAPE	CONST TRAIL	\$40,000	\$50,000
9	MARION	3/26/2021	2021	CON	U325PRLEA500	PLEASANT VALLEY SIDEWALKS	RECONSTRUCT SIDEWALK	\$300,753	\$300,753
10	MERCER	3/26/2021	2021	CON	U325PRLEA500	PLEASANT VALLEY SIDEWALKS	RECONSTRUCT SIDEWALK	\$187,500	\$187,500
9	GREENBRIER	3/26/2021	2021	CON	U325PRLEA500	PLEASANT VALLEY SIDEWALKS	RECONSTRUCT SIDEWALK	\$25,000	\$50,000
10	MERCER	3/26/2021	2021	CON	U325PRLEA500	PLEASANT VALLEY SIDEWALKS	RECONSTRUCT SIDEWALK	\$25,000	\$50,000
7	BARBOUR	4/26/2021	2021	CON	U301ALUM100	ALUM CANYE TRAIL PHASE II	DESIGN/CONST TRAIL	\$80,000	\$120,000
9	GREENBRIER	4/26/2021	2021	CON	U313WHIT100	ANTHONY BOAT LAUNCH	DESIGN/CONST BOAT LAUNCH	\$22,750	\$28,700
9	SUMMERS	4/26/2021	2021	CON	U310BACQ200	BABCOCK STATE PARK SEWELL TRL	RESTORE RAILWAY	\$112,500	\$112,500
3	RITCHIE	4/26/2021	2021	CON	U346BLUES100	BLUESTONE SCENIC RIVER TRAIL	INSTALL WATER CAUSEWAY	\$7,500	\$7,500
1	PUTNAM	4/26/2021	2021	CON	U343CARO40000	CAIRO SIDEWALK IMP PHASE	CONST SIDEWALK	\$407,348	\$407,348
9	GREENBRIER	4/26/2021	2021	CON	U340TEAYS200	GREAT TEAYS BLVD SIDEWALK	CONST SIDEWALK	\$210,000	\$210,000
1	KANAWHA	4/26/2021	2021	CON	U313GREEN600	GREENBRIER RIVER TRAIL RESURFACIN	RESURF TRAIL	\$83,952	\$83,952
2	LOGAN	4/26/2021	2021	CON	U320HAT1300	HATFIELD-MCCOY-KANAWHA CO TRL SYSVE	CONST TRAIL	\$100,000	\$100,000
2	LOGAN	4/26/2021	2021	CON	U326HAT1300	HATFIELD-MCCOY ROCKHOUSE HOLLOW	CONST TRAIL	\$105,000	\$131,250
1	PUTNAM	4/26/2021	2021	CON	U326HAT1300	HMT BEARWALLOW & BUFFALO MNT TRL	MAINT TRAIL	\$60,000	\$60,000
4	DODDGE	4/26/2021	2021	CON	U308BENR600	HURRICANE SIDEWALKS	CONST SIDEWALK	\$200,000	\$200,000
3	WOOD	4/26/2021	2021	CON	U346PARK1300	PRING POND RUN TRL & BR SPLIT FUND	CONST SIDEWALK	\$400,760	\$520,000
3	ROANE	4/26/2021	2021	CON	U346PARK1300	SPENCER STREETSCAPE 2014	CONST SIDEWALK	\$300,000	\$350,000
00	STATEWIDE	4/26/2021	2021	CON	U331STAR600	STAR CITY TRAIL CONNECTOR	CONST TRAIL	\$107,004	\$209,542
9	GREENBRIER	4/26/2021	2021	CON	U307APTMA2100	TAP-TMA ALLOCATION	VARIOUS IMPROVEMENTS	\$107,004	\$209,542
7	UPSHUR	4/26/2021	2021	CON	U313WHIT100	WHITE BLUFF SPRINGS W END	CONST SIDEWALK	\$204,160	\$255,200
5	FAYETTE	5/26/2021	2021	CON	U310FAYET100	BUCKHANNON GATEWAY WEST PHASE 3	CONST SIDEWALK	\$170,000	\$213,023
9	JEFFERSON	5/26/2021	2021	CON	U310FAYET100	FAYETTE CO CLIMBING ACCESS	STABILIZATION BR BUTRESS	\$400,000	\$400,000
5	BERKELEY	5/26/2021	2021	CON	U310HARPE200	HARPERS FERRY HIGH ST	DESIGN SIDEWALK	\$120,000	\$150,000
9	GREENBRIER	5/26/2021	2021	CON	U302MART100	MARTINSBURG TRN STA CORR	CONST SIDEWALK	\$181,855	\$181,855
5	MORGAN	5/26/2021	2021	CON	U303FALB1000	RUPERT SIDEWALKS 2014	CONST SIDEWALK	\$227,000	\$241,000
3	WIRT	5/26/2021	2021	CON	U338ELZ4002	BATH STREETSCAPE	CONST SIDEWALK LIGHTING	\$122,275	\$122,275
8	RANDOLPH	7/26/2021	2021	CON	U340GLEND100	GLENDALE PARK TRAIL & EQUIP PURCHA	RECONSTRUCT SIDEWALK	\$24,000	\$24,000
9	GREENBRIER	7/26/2021	2021	CON	U308BACTR100	BRIDGEPORT COMM CONNECTIVITY	CONST SIDEWALK	\$100,000	\$100,000
4	MONONGALIA	9/26/2021	2021	CON	U331CAPER200	CAPERTON TRAIL DRAINAGE	DESIGN/CONST REC TRAIL NETWORK	\$100,940	\$100,940
3	WOOD	9/26/2021	2021	CON	U331CAPER200	CAPERTON TRAIL LIGHTING	INSTALL LIGHTING	\$100,000	\$125,000
4	MARION	9/26/2021	2021	CON	U334CCOMN100	CONING PARK TRAIL ACQUISITION	ACQUISITION OF CSX RAIL CORRIDO	\$100,200	\$204,000
90	STATEWIDE	9/26/2021	2021	CON	U325FAIRM200	FAIRMONT CONNECTING TRAIL	DESIGN TRAIL	\$100,000	\$125,000
9	FAYETTE	9/26/2021	2021	CON	U330TRAIL77777	NATIONAL REC TRAIL	INSTALL SAFETY FLASHERS	\$1,214,505	\$1,518,131
2	LINCOLN	9/26/2021	2021	CON	U31010000100	NEW RIVER REC TRAIL	VARIOUS IMPROVEMENTS	\$94,160	\$302,887
9	POCAHONTAS	9/26/2021	2021	CON	U3223JUN1000	GUYANDOTTE WATER TRAIL ACCESS	ACCESS TO REC ACTIVITIES	\$186,250	\$186,250
10	RALEIGH	9/26/2021	2021	CON	U338LINVWO100	LYNNWOOD ALIVE PROJECT	DESIGN SIDEWALK	\$200,000	\$200,000
								GROUP TOTAL:	
								\$13,171,050	\$15,286,569

ProgramType: BRIDGE PROGRAM
FEDERAL FISCAL YEAR: 2021

GROUP: GROUPABLE - BRIDGE

DIST.	COUNTY	OBLG. DATE	FY	PHASE	ST PROJ NO	PROJECT NAME	TYPE OF WORK	FED \$	TOTAL \$
7	WEBSTER	10/28/2020	2021	ENG	S3512635900	BERGOO ROAD ARCH	REPLACE BRIDGE	\$128,000	\$160,000
9	SUMMERS	10/28/2020	2021	ENG	S3451212100	BRADSHAW CREEK BRIDGE	REPLACE BRIDGE	\$24,000	\$30,000
5	HAMPSHIRE	10/28/2020	2021	CON	S31450310200	CAPON BRIDGE	RENOVATE BRIDGE	\$2,800,000	\$3,500,000
10	WYOMING	10/28/2020	2021	ENG	S3556678900	CLEAR FORK ARCH NO 3	REPLACE BRIDGE	\$80,000	\$100,000
9	GREENBRIER	10/28/2020	2021	ROW	S31360413500	CLIFFORD FAMILY MEMORIAL BR	REPLACE BRIDGE	\$309,000	\$387,000
1	MASON	10/28/2020	2021	ENG	S3271604200	CROOKED CREEK BR	REPLACE BRIDGE	\$48,000	\$60,000
1	KANAWHA	10/28/2020	2021	CON	U320DAVIS100	DAVIS CREEK BR +3	REPLACE BRIDGE	\$1,460,000	\$1,825,000
10	MCDOWELL	10/28/2020	2021	CON	S324118600	MOHAWK ARCH	REPLACE BRIDGE	\$760,000	\$950,000
10	WYOMING	10/28/2020	2021	ROW	S3558540900	RALSTON BRANCH BR #2	REPLACE BRIDGE	\$96,000	\$120,000
99	STATEWIDE	11/28/2020	2021	CON	A399E222100	CAT 1 REPLACE/RENOVATE-OFF SYSTEM	BRIDGE REPAIR	\$2,000,000	\$2,500,000
99	STATEWIDE	11/28/2020	2021	CON	A399E302100	CAT 10 LMC OIL STATEWIDE	STATEWIDE LMC OVERLAY	\$3,000,000	\$3,750,000
99	STATEWIDE	11/28/2020	2021	CON	A399E222100	CAT 2 REPLACE/RENOVATE	BRIDGE REPAIR	\$1,000,000	\$1,250,000
99	STATEWIDE	11/28/2020	2021	CON	A399E222100	CAT 2 REPLACE/RENOVATE-OFF SYSTEM	BRIDGE REPAIR	\$2,000,000	\$2,500,000
99	STATEWIDE	11/28/2020	2021	ENG	A399E242000	CAT 4 BR INSPECTION	BRIDGE INSPECTION	\$3,000,000	\$3,750,000
2	WAYNE	11/28/2020	2021	ENG	S350371319700	PETER CAVE ARCH	REPLACE BRIDGE	\$120,000	\$150,000
7	UPSHUR	12/28/2020	2021	CON	U34932128400	ALTON DECK GIRDER	REPLACE BRIDGE	\$960,000	\$1,200,000
2	CABELL	12/28/2020	2021	ROW	S3066000200	COL JUSTICE CHAMBERS BR	REPLACE BRIDGE	\$40,000	\$50,000
7	LEWIS	12/28/2020	2021	ROW	S321N167000200	FOURTH STREET ARCH BR	REPLACE BRIDGE	\$187,200	\$234,000
6	TYLER	12/28/2020	2021	CON	S34818737800	LEMASTERS BRIDGE DEMO	BRIDGE DEMO	\$200,000	\$250,000
7	BRAXTON	12/28/2020	2021	CON	S3044178600	UPPER GASSAWAY BR	REPLACE BRIDGE	\$3,808,000	\$4,760,000
99	STATEWIDE	1/28/2021	2021	CON	S317505900100	GROUPABLE BUCKET DELTA - BRIDGE	REPLACE BRIDGE	\$10,030,469	\$12,538,086
4	HARRISON	1/28/2021	2021	ROW	S317505900100	NORTHVIEW OVERPASS	REPLACE BRIDGE	\$312,000	\$390,000
9	FAYETTE	2/28/2021	2021	CON	U31021418000	2ND AVE BRIDGE	CONST NEW BRIDGE	\$560,000	\$700,000
1	CLAY	2/28/2021	2021	CON	S3084600100	JC CRUIKSHANK MEMORIAL BR	REPLACE BRIDGE	\$3,040,000	\$3,800,000
8	RANDOLPH	2/28/2021	2021	CON	S34215113400	VALLEY HEAD T-BEAM	REPLACE BRIDGE	\$2,800,000	\$3,500,000
6	MARSHALL	3/28/2021	2021	ENG	S3267437200	BIG TRIBBLE BRIDGE	REPLACE BRIDGE	\$80,000	\$100,000
6	MARSHALL	4/28/2021	2021	ROW	S3267437200	BIG TRIBBLE BRIDGE	REPLACE BRIDGE	\$120,000	\$150,000
6	OHIO	4/28/2021	2021	ROW	S33547001300	I-470 BR APPR	RENOVATE BRIDGE	\$50,000	\$55,556
3	ROANE	5/28/2021	2021	ROW	S34411974900	MCKOWN CREEK ARCH BR	REPLACE BRIDGE	\$180,000	\$225,000
5	BERKELEY	5/28/2021	2021	ENG	S3025193400	MIDDLEWAY BRIDGE	REPLACE BRIDGE	\$360,000	\$450,000
9	SUMMERS	6/28/2021	2021	ROW	S3451212100	BRADSHAW CREEK BRIDGE	REPLACE BRIDGE	\$36,000	\$45,000
9	GREENBRIER	6/28/2021	2021	ROW	S31363213700	CALDWELL BR (TPK BOND)	REPLACE BRIDGE	\$16,000	\$20,000
1	MASON	6/28/2021	2021	ROW	S3271604200	CROOKED CREEK BR	REPLACE BRIDGE	\$72,000	\$90,000
7	LEWIS	6/28/2021	2021	ROW	S321100824200	FREEMANSBURG ARCH	REPLACE BRIDGE	\$60,000	\$75,000
5	HAMPSHIRE	6/28/2021	2021	CON	S314290087300	SEDAN BRIDGE (GARVEE 2019)	REPLACE BRIDGE	\$0	\$4,337,500
7	WEBSTER	7/28/2021	2021	ROW	S3512635900	BERGOO ROAD ARCH	REPLACE BRIDGE	\$172,800	\$216,000
2	WAYNE	7/28/2021	2021	ROW	S350371319700	PETER CAVE ARCH	REPLACE BRIDGE	\$180,000	\$225,000
8	POCAHONTAS	9/28/2021	2021	CON	S338250131600	MABEL BURNER BR	REPLACE BRIDGE	\$3,600,000	\$4,500,000

GROUP: TOTAL: \$43,689,469 \$58,943,142

ProgramType: TRAFFIC PROGRAM
 FEDERAL FISCAL YEAR: 2020 GROUP: GROUPABLE - TRAFFIC

DIST.	COUNTY	OBLG. DATE	FFY	PHASE	ST PROJ NO	PROJECT NAME	TYPE OF WORK	FED \$	TOTAL \$
10	MERCER	10/21/2019	2020	CON	U3287700200	E RIVER MTN LIGHTING	RENOVATE LIGHTING	\$2,768,395	\$2,768,395
10	RALEIGH	11/20/2019	2020	CON	S341BECK100	DOWNTOWN BECKLEY SIGNAL SYSTEM	RENOVATE TRAFFIC SIGNAL	\$2,920,070	\$3,650,087
4	HARRISON	11/27/2019	2020	ENG	U31750123000	CLARKSBURG EXP LIGHTING	UPGRADE LIGHTING	\$320,000	\$400,000
99	STATEWIDE	12/16/2019	2020	ENG	T699RRIN2000	HIGHWAY RR GADE XING INVENTORY	INVENTORY CROSSINGS	\$225,000	\$250,000
99	STATEWIDE	1/2/2020	2020	ENG	T699AUX3100	AUXILIARY STRUCTURE INSPECTION	PILOT PROJ STRUCTURE INSP	\$400,000	\$500,000
99	STATEWIDE	1/14/2020	2020	CON	U399CROSS100	CROSSBUCK MOD KANAWHA RIVER	INSTALL YIELD SIGNS	\$10,876	\$12,084
7	BRAXTON	1/28/2020	2020	CON	U30451101800	5TH STREET BURNSVILLE RR XX	UPGRADE SIGNALS TO LED	\$82,800	\$92,000
99	STATEWIDE	3/28/2020	2020	ENG	T699LIGHT100	2019 LIGHTING STANDARDS & SPECS	REVIEW HIGHWAY LIGHTING	\$225,000	\$500,000
99	STATEWIDE	3/28/2020	2020	ENG	T699NAVIG1900	2019 NAVIGATION LIGHTING	REVIEW BRIDGE LIGHTING	\$240,000	\$300,000
1	PUTNAM	3/28/2020	2020	ENG	U3406018000	MIDLAND TRAIL TRAFFIC SIGNAL	INST TRAF SIG, CONST LT LN	\$12,000	\$15,000
10	MERCER	4/28/2020	2020	CON	S328BLUE200	BLUEFIELD CBD SIGNAL SYSTEM	RENOVATE TRAFFIC SIGNAL	\$1,680,000	\$2,100,000
99	STATEWIDE	4/28/2020	2020	CON	U399CROSS200	CROSSBUCK MOD NORFOLK SOUTHERN	INSTALL YIELD SIGNS	\$71,280	\$71,280
2	WAYNE	4/28/2020	2020	CON	U350525804600	CRUM ELEMENTARY RD RR XX	UPGRADE SIGNALS TO LED, INSTALL	\$82,800	\$92,000
2	WAYNE	4/28/2020	2020	CON	U350525800200	CRUM ELEMENTARY SCHOOL RR XX	UPGRADE CROSSING SURFACE, REL	\$360,000	\$400,000
1	BOONE	4/28/2020	2020	CON	S381RECAL2000	D-1 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
10	MCDOWELL	4/28/2020	2020	CON	S390RECAL2000	D-10 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
2	CABELL	4/28/2020	2020	CON	S382RECAL2000	D-2 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
3	CALHOUN	4/28/2020	2020	CON	S383RECAL2000	D-3 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
4	DODDRIDGE	4/28/2020	2020	CON	S384RECAL2000	D-4 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
5	BERKELEY	4/28/2020	2020	CON	S385RECAL2000	D-5 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
6	BROOKE	4/28/2020	2020	CON	S386RECAL2000	D-6 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
7	BARBOUR	4/28/2020	2020	CON	S387RECAL2000	D-7 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
8	PENDLETON	4/28/2020	2020	CON	S388RECAL2000	D-8 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
9	FAYETTE	4/28/2020	2020	CON	S389RECAL2000	D-9 RECALL STRIPING	PAVEMENT MARKINGS(PAINT)	\$162,000	\$231,400
6	TYLER	4/28/2020	2020	CON	S348181100200	DIAMOND ST RR XX	LIGHTS, GATES, RELOCATE CABINET	\$140,000	\$175,000
10	MERCER	4/28/2020	2020	CON	U32810423600	LOCUST ST TRAFFIC SIGNAL	INSTALL TRAFFIC SIGNAL	\$192,000	\$240,000
1	PUTNAM	4/28/2020	2020	CON	U3406018000	MIDLAND TRAIL TRAFFIC SIGNAL	INST TRAF SIG, CONST LT LN	\$372,000	\$465,000
1	BOONE	4/28/2020	2020	CON	S381S TRIP2000	ROADWAY STRIPING (D1)	INST PVMT MARK(PAINT)	\$652,805	\$1,165,724
10	MCDOWELL	4/28/2020	2020	CON	S390S TRIP2000	ROADWAY STRIPING (D10)	INST PVMT MARK(PAINT)	\$696,121	\$1,243,074
2	CABELL	4/28/2020	2020	CON	S382S TRIP2000	ROADWAY STRIPING (D2)	INST PVMT MARK(PAINT)	\$678,628	\$1,211,836
3	CALHOUN	4/28/2020	2020	CON	S383S TRIP2000	ROADWAY STRIPING (D3)	INST PVMT MARK(PAINT)	\$616,154	\$1,100,275
4	DODDRIDGE	4/28/2020	2020	CON	S384S TRIP2000	ROADWAY STRIPING (D4)	INST PVMT MARK(PAINT)	\$811,675	\$1,449,420
5	BERKELEY	4/28/2020	2020	CON	S385S TRIP2000	ROADWAY STRIPING (D5)	INST PVMT MARK(PAINT)	\$739,437	\$1,320,424
6	BROOKE	4/28/2020	2020	CON	S386S TRIP2000	ROADWAY STRIPING (D6)	INST PVMT MARK(PAINT)	\$532,021	\$950,037
7	BARBOUR	4/28/2020	2020	CON	S387S TRIP2000	ROADWAY STRIPING (D7)	INST PVMT MARK(PAINT)	\$625,650	\$1,117,232
8	PENDLETON	4/28/2020	2020	CON	S388S TRIP2000	ROADWAY STRIPING (D8)	INST PVMT MARK(PAINT)	\$546,181	\$975,324
9	FAYETTE	4/28/2020	2020	CON	S389S TRIP2000	ROADWAY STRIPING (D9)	INST PVMT MARK(PAINT)	\$638,978	\$1,141,032
5	JEFFERSON	4/28/2020	2020	CON	U31952006200	SHEPHERDSTOWN +5 RR XX	UPGRADE SIGNALS TO LED	\$243,000	\$270,000
1	PUTNAM	4/28/2020	2020	CON	U3405SOLAR100	SOLAR POWERED RADAR SIGNS	PURCHASE SOLAR RADAR SIGNS &	\$27,360	\$34,200
1	PUTNAM	4/28/2020	2020	CON	U3406006600	SYCAMORE RD TRAFFIC SIGNAL	INSTALL TRAFFIC SIGNAL	\$180,000	\$200,000
2	WAYNE	4/28/2020	2020	CON	S350WSTHU100	WEST HUNTINGTON SIGNAL SYSTEM	RENOVATE TRAFFIC SIGNAL	\$1,600,000	\$2,000,000
9	NICHOLAS	5/28/2020	2020	CON	U33419127400	WEST WEBSTER RD TRAFFIC SIGNAL	INSTALL TRAFFIC SIGNAL	\$640,000	\$800,000
7	UPSHUR	7/28/2020	2020	CON	U34920257700	NORTH LOCUST ST RR XX	UPGRADE CROSSING SURFACE	\$198,000	\$220,000
99	STATEWIDE	8/28/2020	2020	CON	A399RHCH????	R/H-HAZARD ELIMINATION PLACEHOLDER	UPGRADE CROSSINGS	\$363,636	\$403,080
99	STATEWIDE	8/28/2020	2020	CON	A399RHDP????	R/H-PROT DEVICES PLACEHOLDER	INSTALL FLASHING LIGHT SIGNALS	\$655,000	\$727,778
6	BROOKE	8/28/2020	2020	CON	U3052200100	US 22 SIGNING	RENOVATE SIGNING	\$1,500,000	\$1,500,000
1	STATEWIDE	9/28/2020	2020	CON	S34064340000	I-64 SIGNING HURRICANE-DUNBAR (SPLIT)	RENOVATE SIGNING	\$540,000	\$600,000
1	STATEWIDE	9/28/2020	2020	CON	S34064340000	I-64 SIGNING HURRICANE-DUNBAR (SPLIT)	RENOVATE SIGNING	\$540,000	\$600,000
GROUP TOTAL:								\$24,746,867	\$33,374,282


LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF <u>May</u> 2022		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$485	\$120
CHECK	\$0	\$0
E STORE CREDIT CARD	\$255	\$190
SUBTOTAL	\$740	\$310
SPAY/NEUTER DEPOSIT		
CASH	\$450	\$150
CHECK	\$0	\$0
E STORE CREDIT CARD	\$300	\$200
SUBTOTAL	\$750	\$350
BOARD RESCUE		
CASH	\$15	\$10
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$15	\$10
MICRO-CHIPPING		
CASH	\$13	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$0	\$0
DONATIONS		
CASH	\$20	\$0
CHECK	\$150	\$0
E STORE CREDIT CARD	\$5	\$0
SUBTOTAL	\$175	\$0

OTHER		
TOTAL	\$1,693	\$670

EXPLANATION:

LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(May 2022)


TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	1	0	1
Cats brought in by Animal Control Officer	0	20	20
Cats brought in by County Residents	51	48	99
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	0	0	0
Cats Quarantined	0	0	0
Cat returned to owner	1	0	1
Cats Escaped	0	1	1
Adoptions:			
With Charge	6	4	10
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	27	39	66
Euthanasia:			
Owner Request	0	0	0
Other	13	7	20


 Signature

6-9-22
 Date

LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (June 2022)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (May 2022)

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	23	7	30
Other Animals brought in by Animal Control Officer	0	2	2
Dogs brought in by County Residents	28	3	31
Dogs brought in by Law Enforcement	0	0	0
Dogs in Drop Box	0	0	0
Dogs Quarantined	0	0	0
Dogs Returned to Owner	4	1	5
Dogs Escaped	0	0	0
Adoptions:			
With Charge	21	7	28
Without Charge	0	0	0
Rescues:			
With Charge	1	1	2
Without Charge	11	3	14
Euthanasia:			
Owner Request	0	0	0
Other	5	0	5
Total	93	24	117

 6-9-22
Signature Date

John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

MAY 2022

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	23		
Other			
Animals returned to Owner by ACO:			
Dogs	0		
Other			
Animals delivered to LUACF:			
Dogs	23		
Other			
Animals Quarantined by ACO:			
Dogs	2		
Other			
Animals Terminated:			
Dogs			
Other			
Total Number of Hours Involved			
80			

John Slaughter
Signature

6-3-2022
Date

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED BUILDING PROJECT		FLOODPLAIN PERMIT PAID	COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
					COST	PAYD					
5/2/2022	8824	11217	LANTZ, ROBERT L	1020 HOOTIN HOLLER RD, BUCKHANNON, WV 26201	\$7,000.00	\$15.00		CHECK	12' X 20' SMALL HOME	SELF	
5/4/2022	8825	5306	CLEVINGER, AARON	128 MINOSA DR, BUCKHANNON, WV 26201	\$18,000.00	\$15.00		CASH	32' X 38' GARAGE	SELF	
5/4/2022	8826	5023	FISHER, CORY & ALEXIS	81 WESTVIEW ACRES RD, BUCKHANNON, WV 26201	\$7,800.00	\$15.00		CHECK	NEW FENCING	DAN NEEL FENCE CO, 1453 SUDS RUN RD, MT CLARE, WV 26408	
									8' X 8' DECK ATTACHED TO EAST END OF PORCH; LEAN-TO SHED ON REAR OF HOUSE; ADDITIONAL GARAGE STALL ON WEST SIDE OF HOUSE	SELF	
5/5/2022	8827	81636	HINKLE, KEVIN S	283 WINERY RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		OL	14' X 16' HOME REBUILD AFTER FIRE	SELF	
5/9/2022	8828	NEW	RICE, JERRY W	277 DEWEY RICE RD, BUCKHANNON, WV 26201	\$25,000.00	\$15.00		CC	10' X 12' ADDITION TO HOUSE; 4' X 14' HANDICAP RAMP; MOVE 10' X 14' OUTBUILDING OR 10' X 12' NEW BUILDING		
5/9/2022	8829	6713	MCCARTNEY, ROSE	16 CAMDEN DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CHECK		SELF	
VOID	8830	VOID							RENOVATIONS OF INTERIOR AND EXTERIOR OF BUILDING	SELF	
5/9/2022	8831	10497	BUCKHANNON MOOSE LODGE #598	\$79 RT 70 SOUTH RD, BUCKHANNON, WV 26201	\$85,000.00	\$15.00		CC			
5/11/2022	8832	8984	ROCK, TIM	382 MOUNTAIN RIDGE RD, BUCKHANNON, WV 26201	\$35,000.00	\$15.00		CC	30' X 40' METAL GARAGE	CAROLINA CARPORTS, PO BOX 1263-187 CARDINAL RIDGE TRAIL, DOBSON, NC 27017	
5/11/2022	8833	NEW	RIDGWAY, LACEY-FREEDOM HOMES	PO BOX 398, BUCKHANNON, WV 26201	\$180,000.00	\$15.00		OL	MANUFACTURED HOME	CAH HOMES DBA FREEDOM HOMES, PO BOX 398, BUCKHANNON, WV 26201	
5/11/2022	8834	9979	SNYDER, STEVE	11087 SALEM RIDGE RD, ROCK CAVE, WV 26234	\$2,500.00	\$15.00		CASH	36' X 28' HAY SHED	SELF	
5/11/2022	8835	81966	DEAK, RICHARD D	4164 OLD ELKINS RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CHECK	16' X 16' OUT BUILDING	SELF	
5/11/2022	8836	NEW	RINGER, DAVID	PO BOX 286, BUCKHANNON, WV 26201	\$85,000.00	\$15.00		CASH	30' X 60' HOME WITH PORCHES AND DECK	SELF	
5/12/2022	8837	NEW	DEAN, LAURA	682 KESLING MILL RD, BUCKHANNON, WV 26201	\$70,000.00	\$15.00		OL	SINGLE WIDE HOME WITH SEPTIC AND CITY WATER	TH BAM CONSTRUCTION LLC, 472 BEAVER RUN RD, FRENCH CREEK, WV 26218	

	TOTAL	TOTAL	TOTAL
	\$527,300.00	\$195.00	\$0.00

[illegible]

GRAND PROJECT TOTAL	\$1,335,080.25	GRAND BP TOTAL	\$405.00	GRAND FP TOTAL	\$0.00
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Family Socials – for children (6 and under) with their families



~~~~~

**Monday, June 20<sup>th</sup> at 11:30am**

**Upshur County Park Pavilion**

**Activity, Lunch, and a free book for each child!**

~~~~~

Contact Heather Lane for more info!
(heatherhollen@hotmail.com)

**Have fun with
your child!**

**Fun activity for
the families**

**Every child goes
home with a book!**



**UPSHUR COUNTY
FAMILY RESOURCE
NETWORK**

upshurfrn@yahoo.com

304.473.1051

**Location – Upshur County
Park Pavilion**

11:30am – 1:00pm

LEWIS UPSHUR
Animal Control Facility
www.upshuranimalcontrol.org

EMAIL: jlcochran@upshurcounty.org

304-472-3865

OPEN HOUSE



PLEASE
Pick Me !!!



Look !!!
They're serving Hotdogs,
Chips, Drinks and CAKE !!!
Woohoo! Chow time!



I hope
they pick
ME!

Kids Face Painting
Really!
I wanna do that!

JUNE 26, 2022

12 PM – 2 PM

LEWIS-UPSHUR ANIMAL CONTROL FACILITY

318 MUD LICK ROAD • BUCKHANNON, WV 26201

ADOPTION FEES

\$70 DOGS - \$60 CATS

All our pets have received DHPP vaccine and are dewormed. Each pet will come with a collar, leash, and health records. Each pet comes with a spay/neuter voucher to help in the cost of spay/neuter.

Hot dogs, Chips, Drinks and Cake. Face painting available for children.

Leadership Upshur

Changing lives thru Leadership

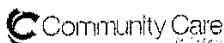
For Immediate Release
June 1, 2022

APPLICATIONS NOW BEING ACCEPTED FOR THE INAUGURAL LEADERSHIP UPSHUR CLASS

BUCKHANNON, WV-Applications are now being accepted for the inaugural class of the Leadership Upshur program. Leadership Upshur is a program of study designed to help aspiring leaders develop the skills necessary to grow in their positions. This program will expose the participants to skills and topics in leadership, habits, effectiveness, emotional intelligence, civic engagement, and more.

The program will be held over a 9-month period with sessions occurring on the first Thursday of each month. The program is focused on Upshur County and will include topics such as *History, Trends & People; Local, County & State Government; Business & Technology; Emotional Intelligence; and Education & Quality of Life*. Sessions will be held at various locations and feature a wide variety of speakers. There will also be discussions on several leadership books as well as a group retreat and a graduation ceremony at the end of the program.

The program begins on October 6, 2022. Applications are due on August 1st with the chosen participants announced on August 15th. To apply, go online to LeadershipUpshur.com. For more information, visit our website or email info@leadershipupshur.com.



ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, June 7, 2022</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-Vacant			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes - May 2, 2022 Regular Monthly Meeting			Vote
Treasurer Report/Payment of Bills for June/bal of May Invoices			Vote

ITEMS FOR DISCUSSION

WVRWA Conference - August 13th thru 17th, 2022	Vote
How many going/rooms, etc.	
BUDGET - FY 2022 - 2023 (if ready)	Vote
Review and Approve	
John Wilt - Ellamore Fire Department	
Ask to be put on agenda	
Phase III Extension Project Update	Vote
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	
Waugh Tank Overflow	
Master Meter Backflow	
Man Door for Attached Storage Building	
Maintenance Report	
Summer Prep at Booster Stations/Tanks	
Leak Detection	

Date & Time of July 2022 Meeting - Tuesday, July 5, 2022 @ 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!!!! ☺)

Rough Draft Prepared by Office Manager May 19, 2022
Prepared by Board Chair and Office Manager May 23, 2022
Posted and Available to the Public on May 27, 2022

**Buckhannon-Upshur Chamber of Commerce
Meeting Agenda
June 8, 2022**

Welcome

Minutes

Financial Report

Old Business

- Pool Banner Project Complete
- Façade Grant- Hanging Sign

New Business

- Lunch & Learn
 - June 28th Noon- 1pm
 - Credit Repair & Alternative Financing
- Leadership Upshur
 - Now Accepting Applications

Reports from Collaborative Organizations and Standing Committees:

West Virginia Strawberry Festival
Upshur County Development Authority
Southern Upshur Business Association (SUBA)
Upshur County Convention and Visitor's Bureau (CVB)
Create Buckhannon
City of Buckhannon
County Commission
Mountain CAP of WV
WVWC
St. Joseph's Hospital
Rotary

Guest Speaker- Jerry Arnold, Director of Public Works - City of Buckhannon

Announcements

Adjourn

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, June 9, 2022

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - May 12, 2022
- V. Report and/or action on Pending Cases
 - 021121-01 (Chapman) – Discuss turning case over to Commission
 - 011322-01 (Bailey) – Review photographs of property
 - 031022-01 (George) -- Review photographs of property
 - 051321-01 (Hyre/Valusia Ventures) -- Review photographs of property
 - 051222-01 (unknown) – Review photographs of property
- VI. Consider requests to establish new cases that were received on or before 6/06/2022
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, July 14, 2022 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

Buckhannon-Upshur Airport Authority Agenda

W22- Upshur Regional Airport Terminal Building, 644 Airport Road, Buckhannon, WV 26201 as well as Virtually via Telephony or ZOOM ¹

Monday, June 13, 2022 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
 - Scott Legg- Program Manager with West Virginia Motorcycle Safety Program inquiring about use of airport property
- C. Officer/Committee/Consultant Reports:
 - President's Report – Tom O'Neill
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval of WVCorp Property Insurance and Worker's Compensation Coverage renewal package (annual contributions of \$7,509.00 and \$2,725.00 respectively)
 - Renewal of annual web hosting agreement with Mi-Tec Computer Solutions; Invoice #6211, \$180.00
 - Approval of AWOS Maintenance Contract Renewal with Harris Airport Systems; Invoice#521, \$3,000.00
 - Approval to pay Best One Tire & Service; Invoice #4000026024, \$1,251.78 (AV truck tires)
 - Approval to pay bhm cpa group, inc. for FY 20 & FY 21 audit services; \$9,000.00
 - Approval to pay Office of the State Auditor Invoice # 21355, \$360.00 & Invoice #21356, \$360.00
 - Discussion and possible action regarding personnel *(Item may lead to executive session)*
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Chapman Technical
 - Operations – Jamie Wilt, Jennifer Powers
 - Jamie**
 - Exterior fence clearing progressing
 - Siren operated gate sensor inoperable
 - Jenny**
 - Audit findings
 - General Revenue Grant (UPCO0212022) Payment Request #1 approval/signature
 - Discussion/approval of courtesy car use policy
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - Hangar space requests/applications/updates
 - Update and possible action regarding lease negotiations (HealthNet Aeromedical and B1 tenants)
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (treasurer@flyw22.com or 304-613-9321) at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public.

¹ Due to Covid-19 concerns and per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.

AGENDA

LEWIS/UPSHUR LEPC

June 15, 2022

- 1 MEETING CALL TO ORDER
- 2 WELCOME AND INTRODUCTION OF GUESTS
- 3 MINUTES OF PREVIOUS MEETING
- 4 TREASURER'S REPORT
- 5 UNFINISHED BUSINESS
 - A On Site Emergency Plans
 - B JH Consulting contract for Commodity Flow Study
 - C Web Site update
 - D Membership update
- 6 NEW BUSINESS
 - A Standing Committee appointments
 - B Assignments to Committees
 - C Annual Exercise
 - D Misc.

Adjournment

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, June 16, 2022**

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

Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709>
You can also dial in using your phone United States: +1 (872) 240-3212 Access Code: 804-282-709

A. Call to Order

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

B. Recognized Guests

- B.1 Pete Thackston, USI Insurance Services
- B.2 Michael Mills, AIA, NCARB-Managing Principal, Mills Group, LLC
- B.3 Dennis Cortes-Upshur County Parks & Recreation Board

C. Department & Board Reports

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Police Chief- Matthew Gregory
- C.4 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Proclamation-Marvin and Sarah Carr Day-Upshur Parish House 30 Year Celebration
- D.2 ARPA Project Updates & Miscellaneous with Potesta & Associates, Inc.
- D.3 Deed & M.O.U. Roman Catholic Bishop of the Diocese of Wheeling RE: Property Exchange at bottom of Amalia Drive
- D.4 Leadership Upshur Program-Accepting Applications due August 1, 2022 Apply at LeadershipUpshur.com
- D.5 Buckhannon-Upshur Airport Authority Treasurer's Report May-June 2022

E. Consent Agenda

- E.1 Approval of Minutes –Regular Meeting 06/02/2022
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Approval Mayor's Authority to Execute USI WV Public Employees Insurance Agency Consulting Agreement 2022
- F.2 Mills Group, LLC Presentation of the Stockert Youth & Community Multi-Use Facility Project
- F.3 Police Civil Service Commission Recommendation of Top 3 Candidates to Council for Consideration of Hiring & to Set Date of Interviews for Position of Probationary Police Officer
- F.4 B-U Youth Council Request Sponsorship of \$475.00 for a Movie Show at the Youth-led Festival Friday on 07/29/22
- F.5 Approval Ordinance No. 459 State Building Code Adoption 1st Reading

G. Comments and Announcements

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

H. Mayor's Comments and Announcements

I. Adjournment

Posted 06/13/2022

Next Regular Scheduled City Council Meeting Thursday, July 7, 2022

Notice of 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, June 21, 2022
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---May 31, 2022

Public Questions/Comment Period

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

- Cumulative report
- Commission's approval of Brian Elmore's resignation
- Commission's approval of Steve Linger to replace Brian
- Response from legal regarding Fees following the person
- Requests for financial statements from VFDs

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 05/31/2022---\$74,156.12
- Disbursement from Chief Tax Deputy for May---TBD prior to the meeting

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice #36228---\$211.00
- *WVCoRP---Annual Payment---Insurance---\$1,458.00

Review and Approval of Corrective Tickets and Exoneration requests

Presentation by Missy Loudin on medical billing

Distribution of the final disbursement of 2021 Fire Fee funds to the VFDs in the amount of \$4,500.00 each

Other Items/Matters to Consider

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

James W. Curry Library/Park Advisory Board Meeting MINUTES

October 27th, 2021 at 1:00 pm

At James W. Curry Public Library

The October 27th, 2021 meeting of the Advisory Board was called to order at 1:03 pm by Erv Lake, President.

Roll Call: Present: Erv Lake, Tink Simmons, Tricia Tolliver, Shanna Collins, Carrie Wallace
Virtually: Lori Ulderich Harvey
Absent: Sara Collins
Guests: Nate Kennedy, Rhett Dusenberry
Staff: Darlene Campbell, Judith Williams

Public Comment Period: None

The August 25th, 2021 meeting minutes were reviewed. A motion was made by Carrie and seconded by Tink that the minutes be approved. Motion carried.

Staff Reports

Park: Camping has been slow but we still have a few campers coming and going. Currently, there are no reservations for deer season.

There was a complaint about bear hunters.

The new roof on restroom near large pavilion was completed with materials donated by the Upshur County Youth Camp.

Mower problems:

X-500 Ignition coil had to be replaced

4210 has computer related issues and has been dropped off at Middletown Tractor

Pavilions are still being used frequently. Small pavilion is ready for paint using paint left over from Library to seal it up.

Enough materials have been collected to replace the roof, doors, and soffit with matching colors of the restroom near small pavilion. All new steel; thank you Upshur County Youth Camp.

Electrical outlets and wire have been purchased to complete the electrical upgrades that were suggested for Christmas @ Curry Festival of Lights. All projects and repairs expected to be completed before deer season.

Library: Things are going well and although the numbers are slightly lower, they are consistent with the time of year and social climate. Eight Family Storytime programs served 67 children and 41 adults with a few new faces attending when logistics allow. The Callanetics program has picked up a new "regular" participant and 8 programs served 20

James W. Curry Library/Park Advisory Board Meeting MINUTES

adults. The SVFD Halloween Hayride was very successful this year serving 49 children and 44 adults with the ride, a haunted story trail, and refreshments including snow cones, bagged treats and "mystery meat" (Rice Krispie treat). There has been a lot of positive feedback this year. Volunteers that helped make this program a success this year included Beverly and George Fantasia, Shanna Collins, Leah Collins, Alyena McIe, Kaylee Fisher, Kaitlin Davis, Chloe Lewis, Mykayla Robinson, and staff members Darlene Gregory and Jonathan Freeman. An important take-away was the involvement of our "tweens" who are out growing the regular storytime program and their desire to participate again next year. Hopefully, we will continue to find opportunities to keep them engaged. Updated information on the Region VII grant indicated that the new public access computers have been purchased and arrival anticipated, but no clear date as yet. The 2022 Summer Reading program will be structured around the iRead "Read Beyond the Beaten Path" focusing on skill development, outdoor activities, and camping, with literary tie-ins. As usual, it will run from June to August.

Timber: Nothing really new. Prices have leveled out. Frustrating as timber buyers are not willing to pay in terms of the going prices. Log/timber prices stable, lumber prices very volatile. Prices are going up in WV because we grow more timber than is harvested. Log supplies are down in general. Poplar value has gone up extremely high compared to 2-3 years ago. Nothing has changed in the walnut. Potential contractors lose interest because of the labor intensive limb clean-up. Next harvest is 2025, 32 acres behind pavilion with 10 acres on this side of the pipeline and 22 on the other.

Review/Report

Old Business:

Request for additional funds from Trust: Submitted mid Sept. Going to review committee end of October. Brenton Hake has retired, but indicated there should be no problem. Waiting to hear back from review committee after unsuccessfully being able to reach the new handler for the Trust.

New Business:

Correspondence: Upshur County American Rescue Plan Funds Allocation : No decisions at this time, still no guidelines. Commission will probably not make any decisions until the status of the pending federal bills providing more leeway for use are known.

Weyerhaeuser Grant Application

Submitted, have not heard back as of yet.

Renewal of lease agreement for Brooks Hill Community Building use:

This is a standing 20 year lease agreement that will be due for renewal in October 2022. Note paragraph 3. It appears that there is no reason not to renew and maintain the option of use without additional expenditures. No immediate action required. Copy of the original lease provided for review pending further discussion at the March 2022 meeting.

James W. Curry Library/Park Advisory Board Meeting MINUTES

Pavilion Mural

Jonathan proposed having the young people and summer reading attendees paint a mural on the small pavilion wall and suggested a reflection of the Library as an appropriate subject with a view to encouraging a "sense of ownership" engendering future support of the Library and Park. Donations would be sought for materials. Lori moved to go forward with further discussion in the spring, Tink seconded, motion carried.

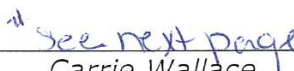
Election of officers

Carrie – nominated same officers for an additional term with the exception of Sara Collins as Secretary due to her full-time work schedule. Carrie nominated Patricia Tolliver as Secretary, and she accepted. Motion was made by Carrie and seconded by Lori that Erv Lake continue as President, Tink Simmons continue as Vice-President, and Patricia Tolliver assume the position of Secretary. Motion carried.

There being no further business meeting was adjourned at 2:00 pm.



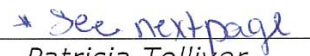
Ervin Lake



Carrie Wallace



Lewis Simmons



Patricia Tolliver



Lori Ulderich Harvey

Sara Collins

Shanna Collins



Tabatha Perry

James W. Curry Library/Park Advisory Board Meeting MINUTES

Pavilion Mural

Jonathan proposed having the young people and summer reading attendees paint a mural on the small pavilion wall and suggested a reflection of the Library as an appropriate subject with a view to encouraging a "sense of ownership" engendering future support of the Library and Park. Donations would be sought for materials. Lori moved to go forward with further discussion in the spring, Tink seconded, motion carried.

Election of officers

Carrie – nominated same officers for an additional term with the exception of Sara Collins as Secretary due to her full-time work schedule. Carrie nominated Patricia Tolliver as Secretary, and she accepted. Motion was made by Carrie and seconded by Lori that Erv Lake continue as President, Tink Simmons continue as Vice-President, and Patricia Tolliver assume the position of Secretary. Motion carried.

There being no further business meeting was adjourned at 2:00 pm.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Ervin Lake</i>	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Carrie Wallace</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Lewis Simmons</i>	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <i>Patricia Tolliver</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Lori Ulderich Harvey</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Sara Collins</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Shanna Collins</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>

Carrie

UPSHUR COUNTY YOUTH CAMP BOARD

AGENDA

February 17, 2022

Call to order

Secretary report (October, 2021)

Financial reports November/December 2021 & January, 2022

Old Business:

1. Lori Meadows
2. Brochure progress
3. Timber sale
4. Other old business

New Business:

1. Frontier will be removing pay phones. We need a third phone line for visitors to be able to access
2. Rate increase from Mountain State Waste effective 1/1/22
3. The Board is holding an empty safety deposit box at the Chase bank. Should we surrender our keys since we haven't used it in years?
4. Unrealistic bid to pave road into the camp: Richard Bryer \$93,000
5. Gift from the estate of Kermit McCartney \$1,000.00
6. Vehicle given to us by the County is in need of a new computer
7. Other new business

Greg:

Adjournment

Next meeting March 17, 2022 Place to be decided

UPSHUR COUNTY YOUTH CAMP BOARD

February 17, 2022

The Upshur County Youth Camp Board met in regular session on Thursday, February 17 in the WVU Extension Office. The meeting was called to order by Vice President, Craig Presar at 6:30 pm. Board members present were Craig, Debbie Hull and Thanna Wentz. Members Glen Hawkins and Gini Croaff did not attend. Greg Woody, camp manager and guest Laura Meadows from the CVB were also in attendance.

The October secretary's report and the October financial statement were approved through motions made by Debbie and seconded by Thanna.

Old Business:

1. Laura spoke about ways to get knowledge of the camp advertised rather than the brochure Gini has been working on. One suggestion was to buy an advertisement in the Wedding Magazine.
Her second reason for attending the meeting was to announce that she would be needing the camp facilities the week of July 19, 2023 for housing members of the World Association Marching Show Bands. This date would conflict with summer camps who have booked their week on a yearly basis.
2. There was no discussion on the progress on the brochure.
3. There were no bids for the sale of the timber. We will ask Chris to attend another meeting to see what we should do next.

New Business:

1. Because the telephone company has removed both pay phones from the camp, Greg thought we might need to have a second land line installed. However, he learned that his home phone service will reach as far as the nurses cabin. He thinks that will be adequate for the time being.
2. The rate increase for Mountain State Waste will be 5.62% effective the first of the year. For the residence, that amounts to \$1.45 monthly. The camp commercial rate may vary.
3. Thanna stated that the Board is holding an empty safety deposit box at Chase bank and asked if we should relinquish the box. The answer was "yes". Craig and Thanna have the keys to the box. Thanna will return them to the bank.

4. It was noted that Richard Bryer's bid of \$93,000.00 was unrealistic for paving the road into the camp. Greg will fill the pot holes with shale to get us through another season.
5. A check was received in memory of Kermit McCartney in the amount of \$1,000.00. A thank you not has been sent to Kermit's widow as well as the Westlake Energy Partners.
6. The vehicle the camp inherited from the county has developed major computer problems. The county has agreed to pay for the repair. Thank you Commissioners.

Greg's Comments:

1. Greg is working with the Sign Guy to get signs on the side of our newly acquired vehicle
2. He has completed laying hard wood flooring in the caretakers home
3. He will buy enough shale to build the walk-way to the council circle as well as filling pot holes in the driveway
4. The metal roofing is ready to be picked up at Harper's
5. The Commissioners have approved three extra workers to begin working the first of April
6. The pool paint has been delivered
7. A minimum of pool chemicals need to be ordered this year. (We used very little last year)
8. June 5 will be Older 4-H camp and June 12 will be younger camp
9. Greg and one other worker will be attending the pool training class this year
10. He will advertise for summer help April 18 thru April 30
11. Late May, there will be a 1 day/1night camp for first year campers
12. The Selbyville community has asked for permission to hold a car show on the camp grounds with all proceeds to go to the camp. We will need to ask the Commissioners for this to happen

There being no further business, the meeting was adjourned at 7:45 pm. The next meeting will be held March 17, 2022 at 6:30 pm at the home of Glen and Jo Ann Hawkins.

Respectfully submitted,

Shanna Wentz

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

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

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

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: (by video or by phone) Sarah Campbell (Pallottine Foundation), Nicki Bentley-Colthart (Mountain CAP), Taylor Daugherty (Aetna), Traci Furby (HAPI Program), Brittany Grueser (WVU Medicine), Heather Lane (Lane Family Consulting), Rita McCrobie (WV Attorney General's office), Laura McDaniels (Mountain CAP CAC), Kathy McMurray (Exec. Director, Mountain CAP), Wendy Niceler (The Health Plan), Cara Price (WVPTI), Courtney Pride (WVU Center for Excellence in Disabilities), Emma Rexroad (Unicare), Peggy Rittenhouse (MountainHeart Community Service), Brad Story (Highland Hospital), and our guest speakers, Hazel Davis and Leanna Marks.

Introduction & opening prayer: Addie Helmick, Chair, was having connection issues, so our Vice-Chair, Jodi McQuillan, called the meeting to order. Sarah Campbell offered our prayer.

Updates from Director: The **Community Baby Shower**, tentatively scheduled for June 11th, will still be in June but our county PIP Team, which meets directly after this meeting, will decide on the exact date. **Family socials** are going well. We had our first in-person social at SYCC on February 28th and it went well. We've begun using Eventbrite for families to pre-register and it is free but they are issued a "ticket" so that we can ensure the limit isn't exceeded. At our next one, March 28th at 11:30 AM, also at SYCC, we will be making seed "bombs." We may rent out a movie theater for a future social. **Healthy Grandfamilies** will start in early June instead of April. To start off **CAP month**, we are scheduled with the County Commission on April 7th at 9:45 for proclamation, followed by flag-raising and pinwheel planting. Wear Blue Day is April 1st (the 1st Friday in April). Pinwheels will go out to the schools soon.

Guest Speakers: Leanna Marks, RN, and Hazel Davis, MA with Milan Puskar Health Right, who are part of a new community **outreach program**, provided those present with a power point presentation. Leanna and Hazel explained that Health Right is a free and charitable health clinic in Morgantown which has been in operation since 1984 and serves uninsured or under-insured, low-income individuals in north central WV. This grant-funded initiative began in January, 2022. They serve 5 counties (Monongalia, Preston, Taylor, Upshur, and Marion) and have been involved with harm reduction efforts, but are focusing on Hep-C and COVID currently. They work in cooperation with United Way and local health departments, as well as WVU. Several questions were posed and in answer to them, we learned that in terms of education, they have held trainings in the use of Narcan (and its nasal spray), have provided education within communities, especially on diabetes, and have spoken about Hep-C. They have met and partnered with all health departments within their 5 county territory, and are reaching out to food pantries, soup kitchens, and FRNs. Plans are to meet with Crosslines/Parish House, also Buckhannon Manor and our county and city fire departments. They will let our FRN know


when they will be holding a clinic in our area.

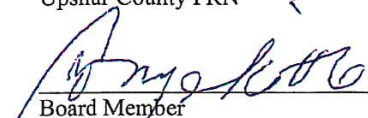
Information Sharing:

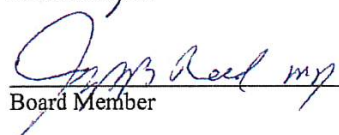
- **Lori** shared that Ginny will soon be sending around an email requesting any updated information for our Resource Guide. Ours is now available in electronic format on Upshur County's site and with AFRNs (Association of FRNs).
- **Dr. Joseph Reed** shared that those involved with the Green Bean celebration effort will meet again soon. He is looking for more volunteers to join the effort. The stroll will be on Saturday, 8/13/22.
- **Taylor Daugherty** shared that a quarterly webinar series is being kicked off Tuesday, 3/22/22 and lasting 1 ½ hours. All 3 health plans (Aetna, The Health Plan, and Unicare) will talk about incentives/rewards (called value-added benefits). If interested but you cannot attend, you will be able to get a link to the recording, but she stressed you still need to register.
- **Laura McDaniels** shared that a fundraising event (Very Bradley & Michael Kors bags) for Mountain CAP's Child Advocacy Center will be held at the Moose Lodge on Saturday, April 23rd. She will email the flyer to Ginny, who can send it to our email list.
- **Addie Helmick** shared that the Tri-County Child Exchange & Visitation Program is still hiring part-time positions.

Next meeting: Monday, April 11, 2022 at 12:00 noon (virtual)

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

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

March 23, 2022 at 1:00 pm
At James W. Curry Public Library

The March 23, 2022 meeting of the Advisory Board was called to order at 1:15 pm by Carrie Wallace, Board member due to the absence of the President and Vice President.

Roll Call: Present: Carrie Wallace, Patricia Tolliver
Virtually: Lori Ulderich Harvey, Shanna Collins
Absent: Erv Lake, Lewis "Tink" Simmons, Sara Collins
Guests: Nate Kennedy, Terry Cutright
Staff: Judith Williams, Darlene Powers

Public Comment Period: None

The October 27, 2021 meeting minutes were tabled. Not all board members had copies. A motion was made by Lori and seconded by Patricia that the minutes be tabled. Motion carried.

Staff Reports

Park: Jonathan Freeman was not able to attend the meeting, but had submitted a written park report covering October 2021 to March 22, 2022. Judith Williams presented the report. A copy of the Park Staff Report is available.

There was discussion regarding the Tractor Repair Item of the report. Is there a guarantee was asked? Carrie would like to discuss further how comfortable Jonathan feels making the needed repairs himself and the guarantee question.

A motion was made by Lori and seconded by Patricia to move forward on the tractor repair as directed by the Commission Office after further discussion with Jonathan. Motion carried.

Library: Judith Williams presented the Staff report, noting that the statistics are based on only open days. The Festival of Lights was successful despite the poor weather conditions. Upcoming events were discussed.

Timber: nothing new

Review/Report

Old Business:

Budget: The budget is behind on payroll as the additional 10% requested from the trust was denied. The trust administrator that had been working with the county retired. The new administrator does not interpret the trust agreement in the same manner. The county plans to hire a trust/estate attorney to check into the Curry trust.

A motion to move the budget discussion to May was made by Lori and seconded by Patricia. Motion carried.

New Business:

Tractor repairs: The tractor situation was discussed under the park report above with a motion made regarding the repairs.

Correspondence: The Upshur County American Rescue Plan Funds Allocation has the county waiting for guidelines to be reviewed in April.

Weyerhaeuser Grant allocation request for a new tractor was denied.

Renewal of the lease agreement for the Brooks Hill Community Building use was reported as the agreement coming due in December for January with no payment required.

Pavilion mural was not further discussed.

James W. Scholarships need to be suspended. They are not required by the will.

A motion was made by Lori and seconded by Patricia to discontinue the scholarships for this year. Motion carried.

There being no further business meeting was adjourned at 1:46 pm.

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

**Upshur County Family Resource Network
General Membership Meeting (held virtually)
April 11, 2022
Meeting Minutes**

Board Members present: Amanda Hayes, Addie Helmick, Tina Helmick (joined late), Dr. Joseph Reed, and Beth Rogers.

Board Members not present: Debora Brockleman, Rise Hanifan, Matt Kerner, Tonya Kittle, Jodi McQuillan, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: (by video or by phone) Sarah Campbell (Pallottine Foundation), Anne Chopyak (community), Taylor Daugherty (Aetna), Hazel Davis (Milan Puskar Health Right), Brittany Grueser (WVU Medicine), Rita McCrobie (WV Attorney General's office), Leanna Marks (Milan Puskar Health Right), Wendy Niceler (The Health Plan), Cara Price (WVPTI), Rebecca Reed (First Choice Services), Emma Rexroad (UniCare), Suree Sarceno (NCWVCAA/VITA), Daniel Stiles (Quality Insights), April Waybright (MountainHeart), and Leah (social work student at WVU and intern to board member, Jodi McQuillan).

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

Updates from Director: Lori noted that another **foster family** has been formed in our community, and is in need of much. Ginny will be forwarding Lori's email which outlines those needs. The **Community Baby Shower**, to be held at the county park pavilion behind BUHS on June 13th, will have agencies set up starting at 3:00 or 3:30 at the latest, followed by pizza, snacks, and a pool party; pool is reserved from 6:00-8:00. To be determined yet is whether or not to have in-person presentations. Ginny Dixon is handling the coordination of agencies wishing to participate. UCFRN will *not* meet June 13th but will in July. At our May or July meeting we will discuss whether to meet in August (when Lori has a conference). We are allowing 35 participants at the shower this year. A list of what is needed will be going out soon, with items needed by the end of May. **Family socials** are going well. February's was at the UCPL, when we celebrated Read Across America. Beth Rogers, Assistant Librarian, added that the library has 8 activity backpacks for lower to middle elementary school age, which may be borrowed for 2 weeks with an adult library card. The backpacks foster interest in exploring the outdoors. At the March social, the families made "seed bombs". In April we will have Buster the Bus visit. **Healthy Grandfamilies** will begin June 8th at 11:30 AM and run for 8 or 9 weeks, at the county park pavilion behind BUHS' football field. Lunch will be provided, and the speaker will start about 12:00. Child care will also be provided. For **CAP month**, we have had proclamation signings with the city (April 4th) and county (April 7th). Pinwheels and yard signs are being distributed throughout the county. Our new banner will go onto the fence behind the courthouse (facing Locust St.). Community members are recording readings of children's books/stories, which are then uploaded to You Tube and may be viewed by anyone.

Information Sharing:

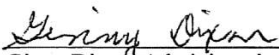
- **Dr. Joseph Reed** shared that the Green Bean Stroll will be held August 13th at the

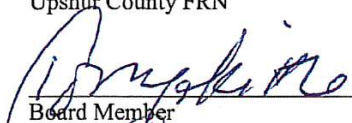
Riverwalk, starting at 9:00 AM. He also shared an announcement of an informal discussion on traumatic relationships to take place on April 24th at 9:00 AM at the Presbyterian Church. Dr. Reed will lead this discussion, which may encompass war, PTSD, or be of a personal nature.

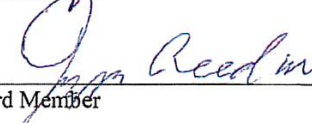
- **Beth Rogers** shared that the Summer Reading Program, held at both the Upshur County Public Library and the Gibson Library, will take place from June 6th through July 2nd.
- **Dannie Stiles** shared that BCT (Buckhannon Community Theater) will decide tonight on Frozen, a children's camp/youth production. BCT's 50th anniversary show will be held the 1st weekend in June and will highlight songs that they have done. Also to be produced is an adult summer musical titled "I Love You, You're Perfect, Now Change." Around Halloween, Clue will be produced, which Dannie is directing, and will involve a scavenger hunt. On April 16th at noon at the Weston Library, "Bow Tie Guy" will entertain and do activities with children.
- **Taylor Daugherty** shared that she is grateful to be meeting with others once again, and she wanted all to know they can reach out to her if they need help. She reminded us of the Resource Fair in Harrison County on April 13th, for grandfamilies and kinship caregivers. Aetna is working on a quarterly webinar series.

Next meeting: Monday, May 9, 2022 at 12:00 noon (virtual)

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

Upshur County Safe Structures and Sites Enforcement Board
April 14, 2022

Members present: Greg Harris, Chris Cook Chris Alkire, and Chris Garrett
Members absent: JB Kimble
Others present: N/A *WAS NOT present.*

The meeting was called to order at 3:05 p.m. by Greg Harris.

The March 10, 2022 meeting minutes were reviewed. On Motion by Chris Alkire, seconded by Chris Garrett, the meeting minutes were approved as presented.

The Enforcement Board reviewed the following cases:

021121-01 (Chapman) No action. Hearing in Magistrate Court scheduled for April 2022.

111021-01 (Hughes) Reviewed photographs of property. On motion by Chris Alkire, seconded by Chris Garrett, the Board moved to provide the owner with a second 30-day extension to bring the property into compliance with the Ordinance. The deadline is May 11, 2022.

011322-01 (Bailey) Reviewed photographs of property. Trailer has now fell off the foundation. On motion by Chris Alkire, seconded by Chris Garrett, the Board moved to provide the owner with a 30-day extension to bring the property into compliance with the Ordinance. The deadline is May 11, 2022.

031022-01 (George): Reviewed photographs of property, Mr. George was not present during the April 13th inspection. Chris Garrett plans to reach out to Mr. George regarding his plans with the property. On Motion by Chris Alkire, seconded by Chris Garrett, the Board moved to send the property owner a letter of required action with a deadline of May 11, 2022.

051321-01 (Hyre / Valusia Ventures LLC): A letter of investigation will be mailed to the new property owner, Valusia Ventures, LLC. This property was purchased by Valusia Ventures on April 1, 2021. Photographs will be available for review on May 12, 2022.

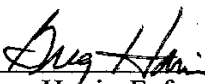
The Enforcement Board reviewed the following new cases: None

Public Comment: None

Other Business:

The next meeting will be held on Thursday, May 12, 2022 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. By consensus of the Board, the meeting adjourned at 3:20 p.m.

Approved by:



 Greg Harris, Enforcement Officer

05-12-22

 Date

 Chris Garrett, Board Member

 Date

James B. Kimble, Board Member

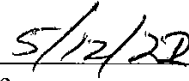


Chris Allaire, Board Member

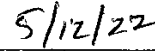


Chris Cook, Board Member

Date



Date



Date

**Upshur County Fire Board Meeting
April 19, 2022**

Members Present: Joe Gower, Sidney Huffman, Donna Matthews, Kristie Tenney, Larry Alkire, and Brian Elmore
Members Absent: Rick Harlow
Others Present: Chief Deputy Mike Coffman-consultant via telephone, 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 March 22, 2022, were approved on motion by Brian Elmore and second Donna Matthews.

The Fire Fee Clerk reported the 2021 Fees are at 88 percent collected. The 2020 fees are at 90 percent collected. A quarterly financial statement was provided to the Upshur County Commission including the check register and the Cumulative Report. The Fire Fee Clerk was asked to sit on the Board of the Fire Association. After discussion, it was the opinion of the Board that this is not necessary and may violate state statute, therefore it will not be pursued.

The checking account balance as of 03/31/2022 was \$58,852.85. The disbursement from the Chief Tax Deputy was \$12,334.80 for March.

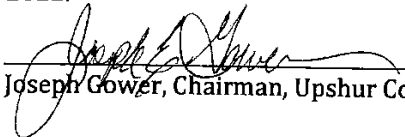
The following invoices were reviewed and approved upon motion by Brian Elmore and second by Donna Matthews:

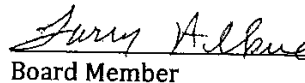
- *Software Systems---monthly maintenance---Invoice #36030---\$211.00
- *Upshur County Commission---Reimbursement---Payroll---\$5,491.70

Discussion of unpaid fire fees led to a motion by Brian Elmore and second by Donna Matthews to continue sending reminders to customers for remainder of this year and begin filing civil suits October 16, 2022. The initial suits will be filed on individuals owing \$100.00 or more. The Fire fee Clerk will ascertain the maximum amount of years past due fees can be collected.

The Board approved six corrective tickets on motion by Brian Elmore and second by Donna Matthews. There were eight exoneration tickets approved by the Board this month.

There being no further business, the meeting adjourned at 8:15 pm. The next meeting of the Board will be May 17, 2022.


Joseph Gower, Chairman, Upshur County Fire Board


Board Member

**Upshur County Public Library Board of Trustees Meeting
April 20, 2022**

The regular meeting of the Upshur County Board of Trustees was held on Wednesday, April 20, 2022, at 4:00 p.m. at the library. Board members in attendance were Kenna Leonard, John Haymond, and Katie Loudin. Also in attendance were Paul Norko, Library Director; Beth Rogers, Assistant Director; and Connie Cutright, Business Manager. Absent from the meeting were board members Carol Smith and Linda Riegel.

The meeting was called to order by President Kenna Leonard.

The minutes of February 23, 2022 meeting were approved on a motion by John, seconded by Katie, and unanimously approved.

The financial reports for February and March, including an itemized list of electronic debits/credits, were approved on a motion made by Katie, seconded by John, and unanimously approved.

Director's Report – See written report

Unfinished Business – none

New Business

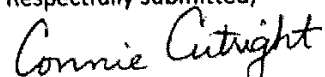
ILL Policy – On a motion made by John, seconded by Katie, the board unanimously approved the ILL Policy with a few minor revisions.

Proposed Budget – A proposed budget was presented with a 3% increase in wages. The increase was 3% of total wages but then broken into an hourly amount to help increase the lower wage employees. Connie reported that while our state grants in aid will be increasing due to a small population increase in the county, our administrative fee will be reduced because all of our affiliates are losing state funds due to their population decreasing. We have not received the amount of administrative fees we will be receiving next fiscal year; therefore the amount presented in the budget for administrative fees is an estimate. Other than wages, the only other line item with a significant change was software/electronic subscriptions & maintenance fees. The FY 2023 budget was approved on a motion made by Katie, seconded by John, and unanimously approved.

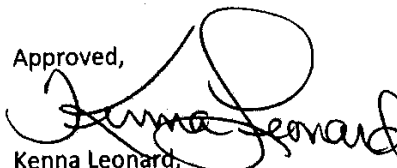
Because of the Strawberry Festival, the next board meeting will be Wednesday, May 25th, 4:00 p.m. at the library.

The board went into executive session at 5:00 p.m. on a motion made by John and seconded by Katie to discuss the Director's evaluation. The board came out of executive session at 5:35 on a motion made by John and seconded by Katie.

Respectfully submitted,


Connie Cutright,
Business Manager

Approved,


Kenna Leonard,
Board President

Upshur County Public Library

July 2021 through April 2022

TOTAL

	Feb 22	Mar 22	Apr 22	Jul '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income							
4020 · County Commission	11,625.00	0.00	0.00	34,875.00	46,500.00	-11,625.00	75.0%
4030 · Board of Education	23,425.00	0.00	0.00	70,275.00	93,700.00	-23,425.00	75.0%
4040 · Grant-in-Aid	0.00	0.00	23,707.00	94,829.00	94,828.00	1.00	100.0%
4060 · WVLC Svcs. to Lib. (admin fees)	0.00	0.00	17,236.00	68,947.00	68,947.00	0.00	100.0%
4150 · WVLC Other Grants	0.00	9,938.00	0.00	9,938.00			
4160 · Other Grants	0.00	0.00	2,849.95	18,849.95	16,000.00	2,849.95	117.81%
4230 · Unrestricted Gifts	313.47	187.09	582.29	3,541.82	3,500.00	41.82	101.2%
4240 · Restricted - Memorial/Gift Matl	0.00	50.00	150.00	2,410.18	2,500.00	-89.82	96.41%
4310 · Interest	0.00	5.80	6.45	124.93	100.00	24.93	124.93%
4420 · Copies/Fax	501.30	547.97	458.65	4,535.69	5,000.00	-464.31	90.71%
4450 · Fines	118.30	161.00	203.30	1,478.17	2,000.00	-521.83	73.91%
4490 · Other fees-cards, JD, earbuds	46.00	34.50	126.50	661.00	700.00	-39.00	94.43%
4730 · Fundraisers	387.58	20.00	77.00	1,799.08	2,500.00	-700.92	71.96%
4735 · Fundraiser - Ramp Dinner	0.00	5,625.00	8,140.00	13,765.00	10,000.00	3,765.00	137.65%
Total Income	36,416.65	16,569.36	53,537.14	326,029.82	346,275.00	-20,245.18	94.15%
Expense							
6020 · Wages	15,672.78	17,866.49	16,289.81	167,251.36	204,166.00	-36,914.64	81.92%
6030 · FICA	971.72	1,107.71	1,009.97	10,369.58	12,658.00	-2,288.42	81.92%
6040 · Medicare	227.25	259.06	236.22	2,425.16	2,960.00	-534.84	81.93%
6050 · WV Public Employees Retirement	1,550.65	1,754.40	1,603.30	15,453.95	17,142.00	-1,688.05	90.15%
6060 · Insurance (Employer Paid)	2,139.30	2,139.30	2,139.30	19,689.00	22,535.00	-2,846.00	87.37%
6061 · RHBT (Employer Paid)	192.00	192.00	192.00	3,824.00	5,568.00	-1,744.00	68.68%
6080 · WV Unemployment	235.09	241.18	99.45	1,029.70	1,391.00	-361.30	74.03%
6090 · Workers Comp.	0.00	0.00	0.00	81.00	510.00	-429.00	15.88%
6110 · Books	627.29	995.39	747.92	6,678.63	9,800.00	-3,121.37	68.15%
6112 · Memorial/Gift Materials	183.59	208.57	277.86	1,654.30	2,500.00	-845.70	66.17%
6140 · Periodicals/Newspapers	62.86	0.00	0.00	1,753.81	1,700.00	53.81	103.17%
6143 · Electronic Books	0.00	614.68	3.00	1,920.55	2,500.00	-579.45	76.82%
6151 · Audios	125.36	241.97	228.73	1,363.51	1,500.00	-136.49	90.9%
6152 · DVD's	29.91	125.39	50.95	723.66	900.00	-176.34	80.41%
6230 · Other Grant Expenditures	667.77	69.76	14,396.58	22,694.56	18,660.00	4,034.56	121.62%
6310 · Office/Library Supplies	127.96	746.77	261.86	2,974.09	3,200.00	-225.91	92.94%
6350 · Postage	87.32	72.12	95.44	1,158.96	1,800.00	-641.04	64.39%
6521 · Equipment/Furniture	0.00	-10.00	-36.21	186.68	1,500.00	-1,313.32	12.45%
6541 · Equipment Maint.	0.00	0.00	267.47	267.47	200.00	67.47	133.74%
6552 · Software/Elec. Sub./Maint. fees	0.00	0.00	301.55	3,408.03	3,000.00	408.03	113.6%
6570 · Vehicle Maintenance	0.00	0.00	0.00	302.00	300.00	2.00	100.67%
6720 · Bldg. Maint. (inc. janitorial)	89.87	0.00	16.51	429.78	1,000.00	-570.22	42.98%
6742 · Utilities - Electric	1,817.35	2,059.71	1,710.88	15,040.85	21,500.00	-6,459.15	69.96%
6743 · Utilities - Water/Waste	96.15	96.15	100.90	863.29	1,100.00	-236.71	78.48%
6750 · Telephone	216.47	288.65	260.57	2,118.48	2,400.00	-281.52	88.27%
6755 · Internet Service	-462.00	105.00	105.00	-189.00	125.00	-314.00	-151.2%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730.00	-2.00	99.73%
6910 · Public Info./Programming	0.00	34.97	63.41	264.17	800.00	-535.83	33.02%
6920 · Memberships	0.00	0.00	50.00	125.00	250.00	-125.00	50.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	0.00	0.00	638.64	1,140.69	2,000.00	-859.31	57.04%
6950 · Fundraising Expenses	0.00	185.22	63.61	299.25	500.00	-200.75	59.85%
6955 · Fundraiser Ramp Dinner	0.00	0.00	0.00	0.00	4,300.00	-4,300.00	0.0%
6970 · Professional & Misc. Fees	59.20	0.00	0.00	59.20			
6980 · Audit	0.00	0.00	0.00	2,720.00	1,728.00	992.00	157.41%
Total Expense	24,717.89	29,394.39	41,174.72	288,809.71	350,923.00	-62,113.29	82.3%
Net Income	11,698.76	-12,825.03	12,362.42	37,220.11	-4,648.00	41,868.11	-800.78%

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 2, 2022

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, May 2, 2022.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-David Burr and Board Member-Vacant

Staff Present were: Office Manager-Carolyn Douglas; Billing Clerk-Linzy Wilson; System Operator-David Wamsley

Phone in participants: Greg Belcher, CTG and Cary Smith, Region VII

Unless otherwise stated all motions passed by vote 2-0.

Recognize that two (2) customers were present.

APPROVAL OF MINUTES

Minutes of April 5, 2021 Regular Monthly Meeting were presented for approval. Carey Wagner made a motion to approve the minutes. David Burr seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Carey Wagner made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried

WVCoRP RENEWAL FOR 2022 – 2023

Carey Wagner made a motion to approve the renewal. Seconded by David Burr. Motion carried

AMERICAN RESCUE FUNDS-ARPA MEETING

The Upshur County Commission approved the amount requested by our Board for improvements and upgrades. More information will be sent from the Commission on how the allocation of these funds will be handled.

BERTIS MCCARTY – WVRWA

Bertis McCarty with WVRWA attended the meeting to discuss all the new requirements that will have to be made in order to meet the new guidelines from EPA regarding lead and copper.

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 2, 2022

PHASE III EXTENSION PROJECT

Cary Smith with Region VII presented Request # 23 in the amount of \$124,777.98 for IJDC for a total of \$124,777.98. **David Burr made a motion to approve and make payments. Carey Wagner seconded. Motion carried**

Carey Wagner made a motion to approve Change Order # 8 for A. J. Burk for a reduction in the amount of \$19,210.00. Seconded by David Burr. Motion carried

Greg Belcher with Chapman Technical gave some updates on the remaining items to be completed before the extension can be closed.

MAINTENANCE

Dave Wamsley gave the April Maintenance Report. There was only one tap installed by Atlas in April. Unaccounted for water loss was discussed as our daily usage is slowly creeping back up.

QUICK DAMAGES/CLAIM/LAWSUITS

No Updates

There being no further business, **the meeting adjourned on motion made by David Burr and seconded by Carey Wagner. Meeting adjourned at 7:00 p.m.**

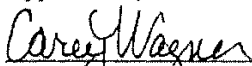
The next meeting will be held on Tuesday, June 7, 2022 at 5:00 p.m.


Respectfully submitted:

ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
David Burr

Board Member
Vacant

**Upshur County Family Resource Network
General Membership Meeting (held virtually)
May 9, 2022
Meeting Minutes**

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

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

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: (by video or by phone) Sarah Campbell (Pallottine Foundation), Taylor Daugherty (Aetna), Hazel Davis (Milan Puskar Health Right), Rita McCrobie (WV Attorney General's office), Laura McDaniels (Mountain CAP CAC), Leanna Marks (Milan Puskar Health Right), Wendy Niceler (The Health Plan), Suree Sarceno (NCWVCAA/VITA), Heather Schneider (Really Really Free Market), Melissa Vaughan (Salvation Army), and April Waybright (MountainHeart).

Introduction & opening prayer: Jodi McQuillan, Vice-Chair, called the meeting to order. Sarah Campbell offered our opening prayer.

Updates from Director: Lori noted there will be no June meeting. July 11th meeting may be outdoors; Dr. Reed offered use of the Presbyterian Church as a backup location if it would rain. CAP month activities went well, including the distribution of over 1,000 pinwheels. We will need new flags since the ones we have are tattered. FRN/PIP will be in the Junior Royalty parade on May 19th; lineup is at 5:30 pm. There will be walkers plus Jeff Harvey's and Chris Small's trucks, one truck before and one after those walking. We are about to finish up our Resource Directory, which will need to be printed, and we plan to have smaller focus guides available at some point. June 13th is the baby shower. Lori asked that those bringing items for the diaper bags or literature to be packed, to have them to the FRN no later than May 27th. She also asked whether any youth group or such could help us move the stuff (from Stockert/FRN to the rec park).

Special Guest: Heather Schneider, Really Really Free Market: Heather informed us that "Food Not Bombs" (which has a website) was a stepping stone to Really Really Free Market, which was started at Christ Church New Zealand. The impetus behind it is that feeding people is a form of restorative justice. Locally, RRFM is held mostly at Jawbone Park, but Stockert Youth & Community Center has volunteered their space in cold weather. Heather put up a link to their Facebook page in the chat box: <https://facebook.com/groups/1740589632829620?> She added that items are being offered on a daily basis, or people who need items can post their needs. Free Meals Appalachia is another project with which Heather is involved. Currently, about 150 people are being served at every meal, which occurs on the 2nd and 4th Saturday of each month at First Presbyterian Church, from 4:00 to 5:00 or 5:30 pm. Meals are pickup only, but deliveries are offered and take place between 4:00 and 6:00 pm. This has been going on for a year now in Buckhannon. The RRFM has been in our community for 6 years. Heather stated that she is a resource for anyone wanting to start a RRFM in their community. Ingredients for the meals have been provided by the Buckhannon Salvation Army, Parish House, and Wendling's (in the past), but the majority of donations are from individuals. Heather announced that RRFM has been

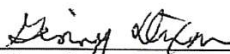
awarded a \$2,000 Hometown Hero Award from WV Can't Wait. She is going to apply for a Try This! mini-grant, and is hoping to apply to Pallottine Foundation for a grant. Current needs to help in preparing the meals are a mesh strainer (one that rice won't go through) and a small kitchen scale. If anyone wants to volunteer with preparing meals, you will need a food handler's card.

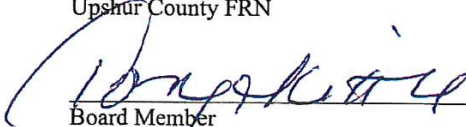
Information Sharing:

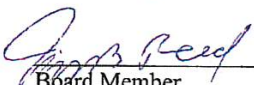
- **Rita McCrobie** asked about the baby shower, and wants to donate something, which would come from her personal funds and not the State's. She asked for suggestions.
- **Dr. Joseph Reed** shared that the Green Bean Stroll will be held Saturday, August 13th at the Riverwalk, starting at 9:00 AM, and a Green Bean Cook-off will be held the evening before during Festival Fridays. He said beans should be planted soon.
- **Lori Ulderich Harvey** announced that she wants to have a Healthy Grandfamilies and Kinship Resource Fair in Upshur County in the fall.

Next meeting: Monday, July 11, 2022 at 12:00 noon – location TBD

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

Tennerton Public Service District
Monthly Meeting
May 11, 2022

The regular monthly meeting of the Tennerton Public Service District was held at the district office at 188 Fayette Street, Buckhannon West Virginia on Wednesday May 11, 2022

In attendance were Joe Tenney, John Barnes, Robert Heater, Terry Gould, and Vickie Dean

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on April 13, 2022 were read, there being no corrections or additions, motion to approve was made by Joe Tenney, seconded by John Barnes.

Terry Gould presented the monthly financial reports and the bills to be paid. A motion to pay the invoices was made by John Barnes and seconded by Joe Tenney.

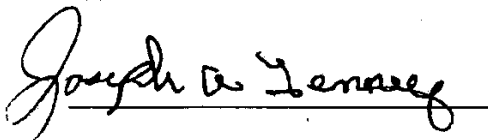
The board reviewed and approved the previous month's credit memos. No shutoffs this month.

Terry Gould reported on the following:

- *TPSD received an official letter from Tabitha Perry stating that we were approved for \$92,000.00 from the American rescue Fund. There will have to be bidding, record and payment keeping.
- *The East Side generator will need to be replaced. We have received a quote of \$4730.00 plus installation. John Barnes made a motion to approve, seconded by Robert Heater.
- *The 2022 Census of Governments Survey of Public Employment has been completed and sent in.
- *Whoever backflushed at the Murphy Mart, broke the shutoff valve. A re-build kit was put on and put some shims in to get back up to where it should be.
- *When low flow and good weather comes, more work on manholes will be done.
- *CWCR account is building up.

There being no other business to discuss, motion was made by Joe Tenney to adjourn and seconded by John Barnes.

Approved

A handwritten signature in black ink, appearing to read "Joe Tenney", is written over a horizontal line.

Director's Report
UCPL Board of Directors Special Meeting – May 25, 2022

I. Grants

- A. We have applied for the FY 2022-23 Weyerhaeuser grant for the year. This was done earlier than it has been done in the past in order to try and receive the funding sooner in the next fiscal year. We asked for a total of \$6500 (\$3000 for children's print materials, \$3000 for children's eBooks and \$500 for children's programming.

II. Hotspots update

- A. We were asked to update all of the MobileBeacon hotspots (except one which was just purchased as a replacement recently) due to the recent merger between Sprint and T-Mobile forcing some upgrades to the local cell towers and the old devices no longer working on the new towers. This was taken care of, we are just waiting on the upgraded hotspots to all arrive.
- B. We are still seeing fairly strong demand for hotspots, with around 7 total holds, in addition to 20 items being checked out at any given time, although some of that is because of the MobileBeacon hotspots being pulled out of service while they were upgraded.

III. Programming/Outreach

A. Summer Reading starting

- 1. We have gotten the library ready for our Summer Reading Program, which starts June 6 and goes until the first full week in July.
- 2. This year, we are running a joint program with Charles Gibson Library, as we have many patrons who use both libraries, and this way they can participate at events in both places.

IV. Continuing Education events

- A. Trustee Training – This event went very well, we had 33 people attend from almost all of the libraries we are overseeing. We had lots of good discussion and questions were asked, and we had lots of positive feedback from attendees.

V. Affiliates

A. Service Center website/email project

- 1. New emails are live. I am still working out some bugs and issues with people who cannot remember their new passwords, etc., but the launch and coordination of getting email forwarding set up seems to have gone pretty smoothly.
- 2.

- B. I visited 12 of the 14 affiliates this month, mostly to set up everyone's emails (and Connie will be visiting Sutton and Clay County again on Monday, May 23).

Adrian Public Service District

May 5, 2022

Monthly Board Meeting

Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, Eric Brunn, Alicia Wright and Norma Woody.

Visitors in attendance: Morgan Haymond, Rhett Dusenbury.

All motions were unanimous unless otherwise noted.

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

Minutes of the April 7th meeting were read. Paul made the motion to approve the minutes and Kelly second.

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

Old Business

- Phase VIII/Pickens update provided by Morgan Haymond and Norma Woody. The Ricottilli tank site condemnation process has begun. A hearing date of Thursday, June 2, 2022 is scheduled before Judge David Wilmoth at Randolph County Circuit Courtroom for a decision. Our attorney, Norm Farley will be handling the case on behalf of Adrian Public Service District. Due to hearing, our normally scheduled board meeting will be moved to June 1, 2022 in effort for all to attend.

New Business

- None

Items for Discussion/Action/Approval

- Adrian Public Service District was granted \$290,000.00 from American Rescue Plan Funding by Upshur County Commission. Guidelines for distribution will be forthcoming.
- Norma Woody updated the board on Public Service Commission filing referred to the Adjudication Law Judge for a decision. Norma filed a formal response to complaint.
- Condemnation process began for obtaining right of entry to Ricottilli tank site. Updates were provided by Norma and Morgan Haymond, Land Consultant.
- Norma presented letters of recommendation concerning new hire, Alicia Wright's employment, along with recommendations on technicians wage for review by board. The board will perform yearly compensation review at June 1st board meeting on all employees.

Maintenance Report

- Replacement of four inch valve leak at Adrian Schoolhouse Road.
- Two main breaks repaired located at Route 20 near Beechtown Road, and Route 20 near Rock Cave.
- Lightning struck Arlington Booster Station requiring multiple parts needing replaced on pumps and components.
- Installed two new services, with one road bore left to be completed.

Office Report


- None

Adjournment

The meeting adjourned at 4:00 pm. Next regular meeting will be June 1, 2022 at 3:00 pm

Board of Directors


Paul Spencer, Chairman


Carolyn Douglas, Vice Chairman


Kelly Arnold, Sec., Treas.

Upshur County Safe Structures and Sites Enforcement Board
May 12, 2022

Members present: Greg Harris, Chris Cook, and Chris Alkire
Members absent: JB Kimble and Chris Garrett
Others present: N/A

The meeting was called to order at 3:00 p.m. by Greg Harris.

The April 14, 2022 meeting minutes were reviewed. On Motion by Chris Alkire, seconded by Chris Cook, the meeting minutes were approved as presented.

The Enforcement Board reviewed the following cases:

021121-01 (Chapman) No action. Hearing in Magistrate Court took place in April 2022 at which time property owner plead guilty to operating an illegal salvage yard and charged with court costs.

111021-01 (Hughes) Reviewed photographs of property. On motion by Chris Alkire, seconded by Chris Cook, the Board moved to close the case as the property is now within compliance of the Ordinance.

011322-01 (Bailey) Reviewed photographs of property. On motion by Chris Alkire, seconded by Chris Cook, the Board moved to provide the owner with a second 30-day extension to bring the property into compliance with the Ordinance. The deadline is June 8, 2022.

031022-01 (George): Reviewed photographs of property. All correspondence has been returned "unclaimed" On Motion by Chris Alkire, seconded by Chris Cook, the Board moved to provide the owner with 30 days to bring the property into compliance with the Ordinance. Future notices and correspondence will be personally served by the Upshur County Sheriff's Department.

051321-01 (Hyre / Valusia Ventures LLC): Reviewed photographs of property. Correspondence has been returned "unclaimed". On Motion by Chris Alkire, seconded by Chris Cook, the Board moved to provide the owner with 30 days to bring the property into compliance with the Ordinance.

The Enforcement Board reviewed the following new cases:

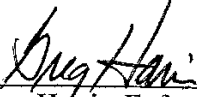
051222-01-- High School Avenue located below Tennerton Elementary School. On Motion by Chris Alkire, seconded by Chris Cook, the Board moved to provide a letter of investigation to the property owner.

Public Comment: None

Other Business:


The next meeting will be held on Thursday, June 9, 2022 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. By consensus of the Board, the meeting adjourned at 3:20 p.m.

Approved by:



Greg Harris, Enforcement Officer

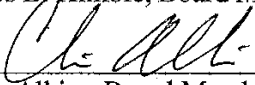
06-09-22
Date


Chris Garrett, Board Member

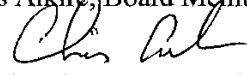
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Date

James B. Kimble, Board Member

Date


Chris Alkire, Board Member

6-9-22
Date

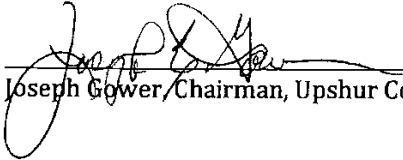

Chris Cook, Board Member

6-9-22
Date

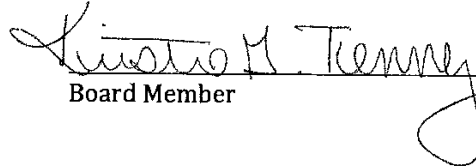
**Upshur County Fire Board Meeting
May 17, 2022**

The meeting was cancelled due to lack of a quorum.

There will be a special meeting of the Board on May 31, 2022.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member