# 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 23, 2022

9:00 a.m.

Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:June 16, 2022

9:15 a.m.

Upshur County Relay for Life, Chairperson Robin Oldaker - Presentation of Upshur County

Relay for Life Proclamation

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

- Approval and adoption of the 2022 Standard Mileage Rates- Revised for Business, Medical and Moving Announced – Effective July 1, 2022. \*

  Pages 5-8
- 2. Memorandum from Sheila M. Adams, Administrative Assistant, requesting the reappointment of Rick Harlow, as a fire association representative to the Upshur County Fire Board, Incorporated. Upon approval, this will be Mr. Harlow's second term effective July 1, 2022 to June 30, 2025. \* Page 9
- Memorandum from Shelia M. Adams, Administrative Assistant, requesting the reappointment of Christopher Alkire, to the Upshur County Safe Structures & Sites Ordinance Enforcement Board as a community representative. Upon approval Mr. Alkire's term will be July 1, 2022 to June 30, 2024. \*

 Approval and signature of Upshur County Basic Ordering Agreement for Courthouse Network Support, Administration & Consulting with Global Science and Technology, effective July 1, 2022 to June 30, 2022. These services will be billed on a monthly basis in the sum of \$1,900. \*

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5. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

#### For Your Information:

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

1. Elkins Road PSD Certification of Customers for Fiscal Year 2023.

Page 10

Elkins Road PSD Budget for Fiscal Year 2022-2023. 2.

Pages 23-28

- 3. Correspondence from Hawthorne Coal Company LLC enclosing the legal advertisement for Upshur Property LLC, Permit No. O-39-83 Increment No. 1, in compliance with the surface mining laws of WV. The site is located in Meade District, 3.0 miles east of Adrian and discharges into and Unnamed Tributary of Sawmill run of Sawmill Run of Buckhannon River of the Tygart Valley River of the Monongahela River. Pages 29-31
- 4. Public Notices:
  - a) Newsletters and/or Event Notifications: None
  - b) Agendas and/or Notice of Meetings:

• Parks and Recreation Advisory Board June 21, 2022 Page 32

Meeting Minutes:

 Upshur County Public Library Board May 25, 2022 Pages 33-35

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

- 5. 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 <a href="mainto:trperry@upshurcounty.org">trperry@upshurcounty.org</a>. 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 30, 2022 --- 9:00 a.m.
Upshur County Courthouse Annex
\*\*\*The Commission Meeting scheduled for Thursday; July 7, 2022 is CANCELLED\*\*\*



# RELAY FOR LIFE

# Relay for Life of Upshur County Proclamation

WHEREAS, the people of Upshur County have been affected by the devastating disease of cancer.

WHEREAS, Relay For Life is the signature activity of the American Cancer Society; and

WHEREAS, Relay For Life of Upshur County is not just a fundraiser, it is a unique activity that offers an opportunity to participate in the fight against cancer, to honor cancer survivors and remembers those lost to the disease, to build a network of businesses and health organizations to address community cancer issues, and to recruit new volunteers to deliver American Cancer Society programs and services; and

WHEREAS, Relay For Life of Upshur County has had a significant presence in our community for the last 25 years, has touched thousands of our residents, and has raised over \$2.2 million to help fight the battle against cancer; and

WHEREAS, Relay For Life of Upshur County invites cancer survivors, their caregivers and the community to the 25th annual Upshur County Relay for Life on July 16 at Jawbone Park with the theme Cheers to 25 Years.

NOW THEREFORE BE IT RESOLVED, that we, the Commissioners of Upshur County, do hereby proclaim the month of July in the year 2022 as Relay For Life Month in Upshur County and urge individuals, families, businesses, schools, service organizations, churches, and neighbors to unite in the fight against cancer, to honor cancer survivors, and to remember those we have lost to cancer.

Given under our hands on the	his day of	, 2022.
Commissioner		
Commissioner		
Commissioner	_b	

Optional Standard Mileage Rates

#### Announcement 2022-13

This announcement informs taxpayers that the Internal Revenue Service is modifying Notice 2022-3, 2022-2 I.R.B. 308, by revising the optional standard mileage rates for computing the deductible costs of operating an automobile for business, medical, or moving expense purposes and for determining the reimbursed amount of these expenses that is deemed substantiated. This modification results from recent increases in the price of fuel.

The revised standard mileage rates are:

(1) Business

62.5 cents per mile

(2) Medical and moving

22 cents per mile

The mileage rate that applies to the deduction for charitable contributions is fixed under § 170(i) of the Internal Revenue Code (Code) at 14 cents per mile.

The revised standard mileage rates set forth in this announcement apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes on or after July 1, 2022, and to mileage allowances that are paid

both (1) to an employee on or after July 1, 2022, and (2) for transportation expenses paid or incurred by the employee on or after July 1, 2022.

The standard mileage rates set forth in Notice 2022-3 continue to apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes before July 1, 2022, and to mileage allowances paid (1) to an employee before July 1, 2022, or (2) with respect to transportation expenses paid or incurred by the employee before July 1, 2022. All other provisions of Notice 2022-3 remain in effect.

Note that § 11045 of Public Law 115- 97, 131. Stat. 2054 (December 22, 2017), commonly referred to as the Tax Cuts and Jobs Act (TCJA), suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67 of the Code, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the revised business standard mileage rate provided in this announcement cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2021), U.S. Individual Income Tax Return, not as an itemized deduction on Schedule A of Form 1040 (2021), and therefore may use the revised business standard

mileage rate provided in this announcement.

Further, § 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) of the Code applies, the revised standard mileage rate provided in this announcement is not applicable for the use of an automobile as part of a move occurring during the suspension.

#### **EFFECT ON OTHER DOCUMENTS**

Notice 2022-3 is modified.

#### DRAFTING INFORMATION

The principal author of this announcement is Christian Lagorio of the Office of Chief Counsel (Income Tax and Accounting). For further information regarding this announcement contact Mr. Lagorio at (202) 317-7005 (not a toll-free number).

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### **Journal of Accountancy**

# Standard mileage rate to increase for last half of 2022

By Alistair M. Nevius, J.D.

June 9, 2022

The IRS announced on Thursday that the optional standard mileage rate is increasing by 4 cents per mile for the last six months of 2022. Effective July 1, the standard mileage rate for business travel will be 62.5 cents per mile (Announcement 2022-13 (https://www.irs.gov/pub/irs-drop/a-22-13.pdf)).

The rate for deductible medical or moving expenses (which is available only for active-duty members of the military) is also increasing by 4 cents per mile and will be 22 cents for the second half of 2022.

The IRS says it is making the adjustment in recognition of recent increases in the cost of gasoline. Normally, the adjustment is made annually (the 2022 rate was originally set in Notice 2022-03), but IRS Commissioner Charles Rettig said the Service was taking this "special step" "to better reflect the recent increases in fuel prices." The IRS last made a midyear adjustment to the rate in 2011.

Taxpayers can use the optional business standard mileage rate to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs. The federal government and many businesses also use the rate to reimburse their employees for mileage.

— To comment on this article or to suggest an idea for another article, contact Alistair M. Nevius at <u>Alistair.Nevius@aicpa-cima.com</u> (mailto:Alistair.Nevius@aicpa-cima.com).

\_(https://future.aicpa.org/home)

### INTEROFFICE MEMORANDUM



**TO: Upshur County Commission** 

FROM: Shelia M. Adams, Administrative Assistant

SUBJECT: Upshur County Fire Board

DATE: June 21, 2022

Commissioners,

As per an email from Jonathan Roby, President of the Upshur County Fire Association, I respectfully request the reappointment of Rick Harlow, as a fire association representative to the Upshur County Fire Board, Incorporated. Upon approval this will be Mr. Harlow's second term effective July 1, 2022 to June 30, 2025

Thank you for your consideration of this request.

## INTEROFFICE MEMORANDUM



TO: Upshur County Commission

FROM: Shelia M. Adams, Administrative Assistant Adams

SUBJECT: Upshur County Safe Structures & Sites Ordinanance Enforcement Board

DATE: June 21, 2022

Commissioners,

I respectfully request the reappointment of Christopher Alkire, to the Upshur County Safe Structures & Sites Ordinanance Enforcement Board as a community representative. Upon approval Mr. Alkire's term will be July 1, 2022 to June 30, 2024

Thank you for your consideration of this request.



#### **UPSHUR COUNTY**

#### **BASIC ORDERING AGREEMENT (BOA)**

**FOR** 

# COURTHOUSE NETWORK SUPPORT, ADMINISTRATION & CONSULTING

July 1, 2022

Prepared By
Global Science & Technology, Inc.
WV Division
2000 Green River Drive, Suite 100
Fairmont, West Virginia 26554

Upshur County Commission	Courthouse Network Support Services Contract
Basic Ordering Agreement (BOA)	
July 1, 2022	

#### COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Upshur County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

#### WITNESSETH THAT:

Whereas, the Upshur County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Upshur County Commission and Contractor do mutually agree as follows:

#### (1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Upshur County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

#### 1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: July 1, 2022 to June 30, 2023.

#### 1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.UPS., assigned by GST to this project will be submitted on all invoices.

#### 1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Upshur County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Upshur County Commission	
91 W Main Street, Ste 101	
Buckhannon, WV 26201	

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Payment of said invoices shall be contingent upon approval by the Upshur County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Upshur County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

#### 2.0

#### Scope of Work:

GST's staff will work in coordination with the Current County Administrator or a representative designated by the County.

GST support personnel will be responsible for the following items:

- A. Implement and maintain standardized anti-virus software on all computers, laptops, and servers designated by the county and inventoried by GST for support.
- B. Implement network settings/security on all computers to insure optimum performance and security.
- C. Install/maintain any/all wireless or other communications equipment to allow all offices to communicate effectively.
- D. Assist designated Courthouse offices with technology purchases at the request of each office. Including PC's, Printers, Custom Software, Network Switches, Routers, etc.
- E. Per County's request, assist staff with any/all vendor technology purchase decisions. We will attend on meetings County deems appropriate.
- F. Provide unlimited Desktop, Laptop, Server support via phone or on-site support for software that is currently supported by applicable software vendors. There are no charges for phone or site support.
- G. Provide consulting for Geographic Information Systems (GIS) plans and implementation.
- H. Provide consulting/support for any Emergency Services/E-911 technology requirements,
- In the event the County wishes to add equipment at the Courthouse, Courthouse Annex, or facilities owned by the County the equipment must be inspected by GST to determine the additional cost associated with supporting the added equipment.

#### Items to be covered in GST's Maintenance/Administration Contract

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

#### Network Electronics & Cabling

- Cabling Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers. GST will isolate Electronics problems to the equipment and will work with the manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.
- LAN (Local Area Network) Connection Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection GST will troubleshoot with WVNET to determine and help fix Wide Area Network problems.

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- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and
  monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not
  provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty.
   Working on Printers in warranty may void the manufacturer's warranty.

#### Workstation Software

- GST will support the desktop Operating Systems for each PC that has a supported version of a Microsoft Desktop Operating System.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office Suites under current support by Microsoft.

#### Server Software

- GST will support Microsoft's Server Operating Systems that remain under support by Microsoft.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, and virus protection.

#### **Network Planning**

- GST will inform the county of any necessary updates that will affect the operation of your network. We have installed Windows Service Packs into your Courthouse network from our Fairmont facility in the past. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented. Any upgrades requiring purchase will be recommended.

#### **Antivirus Protection**

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

#### Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

#### Cyber Vulnerability Scanning/Reporting

GST will provide scanning hardware and software to identify cyber threats that have been installed on your network. Installed threats may include Servers, Computers, Software, Networking Equipment, and Wireless equipment/devices. GST will run routine scans and present findings to the designated technical contact in the affected office or County Commission.

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#### Schedule:

Work will commence upon execution of this contract.

#### **Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Network Supp & Admin	Vuinerability Scans	Monthly Total
July 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Aug 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Sept 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Oct 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Nov 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Dec 2022	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Jan 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Feb 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Mar 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
Apr 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
May 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00
June 2023	(2-3) Network Engineers	\$1,790.00	\$110.00	\$1,900.00

#### Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we will not bill for mileage or per diem.

#### Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning July 1, 2022 and concluding June 30, 2023.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

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Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

#### (3) STANDARD TERM AND CONDITIONS

#### 3.1 Notices

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

If to Customer:	If to Contractor:
Upshur County Commission	Global Science & Technology, Inc.
Attn: County Administrator	2000 Green River Drive, Suite 100
91 W Main Street, Ste 101	Fairmont, WV 26554
Buckhannon, WV 26201	Attn: Sandra Stewart

#### 3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

#### 3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

- 1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
- Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
- Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
- 4. Used or disclosed with the prior written approval of the disclosing party
- Disclosed without restriction to the receiving party from a source other than the disclosing party

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6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

#### 3.4 Assignments and Contracts

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

#### 3.5 Task Assignments

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

#### 3.6 Limitation of Liability

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### 3.6.1 Indemnification

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### 3.6.2 Infringement Indemnity

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

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#### 3.7 Intellectual Property Rights and New Technology and Data Rights

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

#### 3.8 Customer Provided Equipment, Tools, and Materials

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

#### 3.9 Non-Waiver of Rights

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

#### 3.10 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

#### 3.11 Disputes

Upshur County Commission	Courthouse Network Support Services Contract
Basic Ordering Agreement (BOA)	
July 1, 2022	

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

- 1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
- 2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
- 3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
- Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

#### 3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

#### 3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

#### 3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

#### 3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Basic Ordering Agreement (BOA)
- 2. Statement of Work

Upshur County Commission	Courthouse Network Support Services Contract
Basic Ordering Agreement (BOA)	
July 1, 2022	

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

UPSHUR COUNTY COMMISSION (Customer)	GLOBAL SCIENCE & TECHNOLOGY, INC. (CONTRACTOR)
Signature	Signature
Kristic G. Tenney	SANDRA K. STEWART
Name (Typed or Printed)	Name (Typed or Printed)
Commission President	DIRECTOR OF CONTRACTS
Title June 23, 2022	Title
Date	Date

# file:///C:/Users/Office%20Manager/Downloads/Pt%201-PSD's%20C...

# CERTIFICATION OF CUSTOMERS and REQUEST FOR INFORMATION

JUN 15 1922

WV Code §16-13A-4 requires that each "public service district shall certify the Number of customers served and its annual revenue to the Public Service Commission beginning on July 1 of each fiscal year."

The Public Service Commission maintains a data base of information on water and wastewater utilities. From time to time the Commission updates this information. Please complete this form and return it to the Water and Wastewater Division of the Public Service Commission by June 30, 2022.

Please note that this form is to be notarized by a Notary Public upon completion

	- A	reompletion.
Date: 5/5/22	County: Upsiture	L
Name of Public Service District: EULW	ROAD PSD	
Address: 133 FMEN Rd, 2	welchtannon Wi	1 26201
Telephone: (304) 412-3008	Fax: (304) 412	
Email Address: WILLNS RS PSA @ F	PONTEM ROM	2021
Type of Utility (Check One): Water Water	Sewer	□ Both
Customer Complaint Contact: (Molyn D D)	Glass Office Manager:	CANDLYN DOUGLAS
Customer Complaint Contact: Molyn Dov. General Manager: NA	System Operation Field Manager: DAG	10 Withester
Public Service Distr		
Board Member (Chairman): CHRY A  Address: 3003 KESUND ALL AD BU	all the second of the second o	
Board Wiember (Chairman): CARLY A	WHANTA Telephone:	(H)304.613-0230
	ich WV 26201	(O)304-412-3081
Eman Address.		(=)
Term, From: 9/30/2024	To:	
Board Member: (Secretary) Thus	L Bulga Telephone	(H) BOYYLA ON
Address: 225 APHEM DRIVE BULL	- WV 26201	
Email Address:	W. 3(2) 01	(U) 507-613-9093
Term, From: 9/30/2022	To:	TO SAIL OF THE PARTY OF THE PAR
Board Member: VACANT	Tolombour	/T T)
Address:	Telephone:	
Email Address:		(O)
Term, From:	To:	
Board Member:	10.	(IT)
Address:	Telephone:	(H)
Email Address:		(O)
	To:	
Board Member:	Tolomb	(II)
	Telephone:	(H)
Email Address:	The second secon	(O)
Term, From:	То:	11/1/2/2/
		Ma and

Please list the number of customers in each category. See next page for definition of categories.

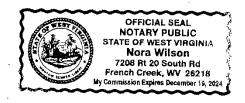
	Water	Sewer	Totals
Residential	1235	NIA	1235
Commercial	31	NIA	31
Industrial		<del>                                     </del>	<u> </u>
Public Authority			<del>-</del>
Resale			
Totals	12/06		12/060
	4 4 5 4 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		

Signature of Authorized Representative Curly Augus
I, NORA WILSON a Notary Public, in and for UPSHUM County,
West Virginia, hereby certify that CANOLYN Douglas, authorized representative
of CICINS ROAD ASD Public Service District this 5th day of May,
20 <u>22</u> , personally appeared before me in my said county and acknowledged his (her) signature
My commission expires Dec 19, 2624
(Notary Public)

Please mail completed form to: Water and Wastewater Division

Public Service Commission of West Virginia P. O. Box 812

Charleston, WV 25323



#### Elkins Road Public Service District

4536 Old Elkins Road Buckhannon, WV 26201 304-472-3008 (M-thru-F) Fax 304-472-2028

Board of Directors Carey A. Wagner, Chair/Treasurer Larry J. Heater, Secretary David A. Burr, Board Member



June 10, 2022 Via US Mail

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

Attn: Tabatha Perry, Assistant County Administrator

Re: Copy of Approved Budget for FY 2022 - 2023

Dear Ms. Perry:

Enclosed you will find copies of the approved budget for the upcoming year.

If you need any additional information, please contact our office.

Sincerely,

Elkins Road Public Service District

Carolyn Douglas Office Manager

/cd

Enclosure

<sup>&</sup>quot;This is an Equal Opportunity Program. Discrimination is prohibited by Federal law. Complaints of discrimination may be filed with the Secretary of Agriculture, USDA, Washington 20250-0700."





INCOMEIREVENUES  MONTHLY  MONTHLY  ANNUAL					<b>=</b>	ELKINS ROAD P.S.D. ANNUAL BUDGET JULY 1, 2022 - JUNE 30, 2023	ND P.S.D. JDGET UNE 30, 2	1023									
TODO			PROPOSE	O	LAST YE	AR		2 YEARS	AGO	3 YEA	3S AGC		4 YEA	4 YEARS AGO	5 YEA	5 YEARS AGO	
200   S   24 00			2022 - 202	23	2021 - 2	322		2020 - 20	021	2019	2020		2018 -	2018 - 2019	2017	2017 - 2018	
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3,000.00 \$ 3,500.00 \$ 3,500.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 3,000.00 \$	SALE OF WATER - RESIDENT	\$ 71,	\$ 00.000	852,000.00 \$	00.000,00	co.	w	15,000.00		\$ 44,890.00		38,680.00 \$	43,623.00	\$ 523,476.00 \$	\$ 43,000.00	\$ 510	516,000.00
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100 00 5 1200 00 5 250 00 5 150 00 5 150 00 5 25	LATE CHARGES - COMM	so.	25.00 \$	300.008	25.00	S	S 00	25.00	\$ 300.00	so.	S	300.00	16.67	\$ 200.00 \$	\$ 14.00	S	168.00
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Nagruer DAVID A BURR FRUMPORS		e i															
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DATE 6/1/1/2 0 0	CAREY A WAGNER UNGLE	ex Way	3	DAVID A BU	RR 1800	0/1/2	Sy VAI	CANT	1100 1100 1100								
- 1	DATE 6/9/22	0				1	-										
	- 11																7

								ELKINS ROAD P.S.D. ANNUAL BUDGET JULY 1, 2022 - JUNE 30, 2023	ELKINS ROAD P.S.D. ANNUAL BUDGET 2022 - JUNE 30, 2023				
No. 10.00   No.		PROPOSED 2022 -2023	1 :	LAST 2021	YEAR	2 YEARS	AGO	3 YEARS )	\ <u>6</u> 0	4 YEARS A	09	5 YEARS	AGO .
No.						7 0707				2018 - 201	n	2017	518
State   Stat	EXPENSES	MONTHLY	ANNUAL	MONTHLY	ļ ļ	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
1	WATER PURCHASED - RESALE		: :		201,000,00	9,700.00	116,400.00 \$	9,700.00	1	8.700.00			102 000 00
Column   C	UTILITIES - PLANT/SYST.	:			38,400,00 \$	2,200,00 ; \$	26,400.00 \$	2,200.00		1,900,00 \$	1		21,600.00
Part	UTILITIES - OFFICE	450,00	5,400.00 \$		5,400.00 \$	300.00	3,600,000 · \$		4,320,00 \$		3,840,00 \$		4,800.00
1,000,00   1,000,00	TELEPHONE		3,060,00		2,760.00 S	325,00 \$	3,900.00	325.00	3.900,00	4.	4 200 00 5	290.00	3.480 00
Fig. 18   Fig.	CONTRACT LABOR	\$ 1,600.00 \$	19,200,00		19,200.00	1,500,000 · \$	18,000:00 : \$	1,500.00	18,000.00	3,400,00 \$	\$ 00:0004		38.400.00
Physical State	:			i		2,700.00 \$	32,400.00 , \$		24,000.00 \$	3,000.00 \$	\$ 00'000'98	2.700.00 \$	32,400.00
CTATO   S   CTAT	REPAIRS & MAINTENANCE		84,000.00	7,000.00		6,000.00	72,000.00 \$	:	72,000.00 \$	5,000.00	\$ 00,000,00	3,500,00 \$	42,000,00
Control   Cont	RENTAL EXP.	ι» •	97	5	<b>69</b>	100.00	1,200.00			100.00	1,200.00   \$	100,00	1,200,00
This county   State   County   State	METER READING & LABOR	9	**	\$	673	\$ 00,006	6,000.00 \$		15,840.00 \$	1,320,00 \$	15,840.00 S	1,300.00	15,600,00
1, 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,	METER TESTING - CITY	\$		6	S	50.00 \$	800,00	100.00	1,200,003 S	100,00	1,200,00 \$	400,00 : \$	4.800.00
State   Stat	METER LABOR - CITY	69 1	<b>⇔</b>	\$	8	\$ 00.00	\$ 00'009	100.00	1,200.00 : \$	100,00	1,200.00 \$	200.00	2.400.00
State   Stat	ACCOUNTING SVC	\$ 200.00 \$	2,400.00 \$	200,000		\$ 200,002	2,400.00 \$	300.00	3,600.00 \$	200.00 \$	2,400,00 \$	250.00 \$	3.000.00
Street	AUDITING	:	6,000,00	5.00,005	6,000.00 S	\$ 00.055	8,600,008,8	333.00 \$	3,996.00	333700 . \$	3,996,00	335.00 \$	4.020.00
Street	ENGINEERING	\$ 20.00 \$	\$ 30'009	\$ 00.05		\$ 00.09	S 00'009	\$ 00:05	\$ 00.009	\$00.00	\$ 00.009	150.00 \$	1,800.00
State   Stat	AUTO EXPENSE	\$ 200.00 \$	2,400,00	200.00		200,000	2,400.00 \$	200.00	2,400,00 \$	250.00 S	\$ 00'G00'E	250.00 \$	3,000,00
\$         2	AUTO FUEL	\$ 00000 \$	7,200,00	420.00 \$		400,00 \$	4,800.00 \$	400.00 : \$		410.00 S	4.920.00 \$	\$ 00.008	6,000.00
State   Stat	DEPRECIATION		262,000.08 \$			\$ 00.000,00	360,000,00	24,000.00 \$	288,000.00 \$	22,000,00 \$	264,000.00 \$	20,500.00 \$	246,000.00
Company   State   Company   State	LEGAL	\$ 00.00	600.000			50.00 \$	\$ 000009	50.00	600,000	\$ 00:05	8 00'009	100.00	1,200.00
Control   S	INTERNET SVC	69				69	49	54		· σ	-		
FALL LIABILITY 5   756.00 5   5   5   5   5   5   5   5   5   5	INSURANCE-WORKERS' COMP	:	6			400.00 \$	4,800.00 \$	400.00 : \$	4,800,00 \$	375.00 \$	4,500.00	450.00 \$	5,400,00
Colored   S	INSURANCE-GENERAL LIABILITY	:	_;		-	300000	10,800,00	\$ 00.006	10,800.00	760.00	9,120,00 \$	\$ 00.006	10,800,00
XEPP.         \$         1,000,000         \$         1,0	INTEREST EXP MORT.	\$	(S)	<b>(</b> 4)	69	69	Ø	ς,	100	(S)			
& EXP.         \$ 1,000,00<	!	:	s	8	8	<b>ω</b> .	69	\$	9	is.	59	s	
HEFFS   \$ 525.00 \$ 6.3000.00 \$ 6.300.00 \$ 6.300.00 \$ 6.300.00 \$ 6.300.00 \$ 6.300.00 \$			12,000.00 \$	1,000.00 \$	-	1,000.00 \$	12,000,00 s	\$ 00.000.1	12,000.00 \$	\$ 00,008	8 00'009'6		8,400.00
S   S   S   S   S   S   S   S   S   S	OFFICERS/BD MEMBERS	525.00	6,300.00	525.00 S	6,300,000	\$ 20.525	6,300.00 \$	525.00 \$	6,300,00 . \$	525.00 \$	5,300,00	\$25.00 \$	6,300,00
FANCE   \$ 3,000.00 \$	WAGES - OFC.	5,000,00	\$ 00'000'09	5,000.00	\$ 00,000,00	5,000,000,8	\$ 00,000,00	5,000.00	s 00,000,00	4,500.00	54,000.00	3,900.00 \$	46,800.00
\$ 275.00 \$ 3300.00 \$ 275.00 \$ 3300.00 \$ 275.00 \$ 3300.00 \$ 275.00 \$ 3300.00 \$ 275.00	WAGES - MAINTENANCE	\$ 00.000,8	36,000.00	3,000.00	38,000,000	3,000.00 \$	36,000.00	3,000.00	36,000,00 \$	3,000,00	36,000.00 \$	3,000.00	36,000.00
CFC    S   SEGGEO   S   10200.00   S   190.00   S   1200.00   S   190.00   S   1200.00   S   190.00   S   1	PHONE MONTOR	\$ 275,00 \$	7	275.00 \$	3,300.00	275,00 \$	3,300,00 \$	275.00 \$	3,300,000 \$	Z75.00 S	3,300,00 \$	\$ 00.003	6,000,00
	REPAIRS & MAINT, - OFC.	5	\$	\$	·	100.00 \$	1,200.00 \$	100.00	1,200,00 : \$	150.00 \$	1,800.00 \$	150.00 \$	1,800,00
R S S S S S S S S S S S S S S S S S S S	į	:	- 1	820.00	1	\$ 00.058	10,200,00 \$	850.00 \$	10,200.00	833.33 \$	9,959.96		12,000,00
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					ELKINS ROAD P.S.D ANNUAL BUDGET JULY 1, 2022 - JUNE 30	30, 2022							
		PROPOSEI 2022 - 202	XED 023	LAST YEAR 2021 - 2022	5AR 122	2 YEAF 2020	2 YEARS AGO 2020 - 2021	3 YEARS AGO 2019 - 2020	S AGO	4 YE	4 YEARS AGO 018 - 2019	5 YEARS AG 2017 - 2018	5 YEARS AGO 017 - 2018
EXPENSES CON'T	MONTHLY	HLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
PSC ASSESSMENT	\$ 2	250.00 \$	3,000.00	250.00 \$	3.000.00	200 00	\$ 2400.00	\$ 166.67	0 NO 000 C	79 391	6 00000	100000	000
DUES & MEMBERSHIPS	<del>€</del>	100.00	1,200.00	100.00		:	1 200 00	100.00	1 200 00	100.00	4 200 000 4	200.00	2,400.30
LICENSE	so	· •	,					9	00.002.	4000	30000	\$ 00.0c	900.00
PENAL'TIES	(A)	49	4	<del>•</del>	9			, U		9 4	9 00.021	00.01	20.021
TAXES - PAYROLL	δ es	860.00 \$	10,320.00 \$	\$ 60.00	10,320,00 \$	860.00	\$ 10,320,00 \$	\$ 860.00	10.320.00	83333	\$ 10,000,00	3 00 000 1	00 000 01
PERMITS	8	100.00	1,200.00	100.00	1,200.000 \$	100,00	\$ 1,200,00 \$	100.00	1 200 00	100 00	3 120000 8	50.000	600.00
SCADA	ත් ශ	850.00 \$	\$ 00.009,9	\$50.00	\$ 00,009,8		8	1		400 00	) •	80000	7 200 00
SCADA MAINT.	€	S	<i>.</i>								<b>)</b>	0000	1,200.00
MISC - GENERAL	s	<i>φ</i>	(4)	S	(A)	; ; ,	φ, -	1		100 00	\$ 1200.00 \$	100.001	1 200 00
TESTING WATER	\$ 25	250.00 \$	3,000.00 \$	250,00 \$	3,000.00 s	200.00	\$ 2,400.00 \$	\$ 200.00 \$	2.400.00	\$ 240.00	+. <del>6</del> 1	\$ 20.000	2.450.00
TRAVEL	જ	8.00.009	7,200.00 \$	600.000	7,200.00 \$	900.00	\$ 10,800.00 \$	\$ 900.00	10,800.00	950.00	io	650.00	7 800 00
TRAVEL - ROOM	\$ 10	100.00	1,200.00	100.00	1,200.00 \$		\$ 1,200.00 \$	s 100.00	1,200,00	166.67	\$ 2,000.00 \$	250.00 \$	3 000 00
TRAVEL - MEALS	9	35.00 \$	420.00 \$	35.00 \$	420.00 \$		\$ 420.00 \$	\$ 35.00 \$	420.00 \$	5 50.00	\$ 600.000	50.00	90000
CELL PHONE	2	110.00 \$	1,320.00 \$	110.00 \$	1,320.00 \$	75.00	\$ 900,000	75.00 \$	\$ 00.006	100.00	\$ 1,200.00 \$	100.00	1,200.00
OFFICE CLEANING	. \$	120.00 \$	1,440.00 \$	120.00	1,440.00 \$	120.00	\$ 1,440.00 \$	\$ 120.00 \$	1,440.00 \$	116.67	S	100.00	1 200 00
INS VEHICLE	S	\$0.00	\$ 00.096	80.00	960.00 : \$		\$ 00.096	\$ 80.00 \$	\$ 00.096	80.00		100.00	1,200.00
POSTAGE	\$ 55	580.00 \$	\$ 00.096,9	\$ 00,085	\$ 00.096,9	500.00	\$ 00.000.00 \$	\$ 00.005	6,000.00	1	\$ 7,200.00 \$	4.	8,400.00
HANDHELD/BILLING SUPPORT	. 8	800.00	9,500.00	\$ 00,008	\$ 00'009'6	800,000	s 9,600,c0 s	800.008	\$ 00.009,e	800,00	\$ 9,600.00 \$		7,200.00
BILLING/ONLINE	\$ 20	200.00	2,400.000 \$	200.00	2,400,00 . \$	200.00	5 2,400,00 \$	\$ 00,008	7,200.00	i		800.008	9,600,00
OUTSIDE INSPECTION SERV	6	S	\$	S	<b>6</b> γ	( )	59	69	S	,		100,00	1,200,60
PHASE III	ь	S	5	s,	9	100.00	\$ 1,200.00 \$	300.00	3,600.00	300.00	, w	300.000	3,600.00
REPAJRS/REPLACEMENT	.\$50	\$ 00.005	6,000.00 \$	200.00	6,000.00	\$ 00.005	\$ 6,000.00 \$	\$ 00,000 \$	6,000.00		\$ 9,600,000 \$	200.007	8,400.00
GENERATOR - MAINT.	\$	50.00	\$ 00.000	50.00 \$	600.00								
GENERATOR - FUEL	\$ 15	150.00 \$	1,800.00	150.00 \$	1,800.00							:	
WEBSITE	5	50.00	8 00.009	50,00	600.00					!			
RADIO READ	\$	50.00	\$ 000.000	50.00 \$	600.00								
TOTAL PG 2	\$ 5,83	\$ 00.358,9	66,420.00 \$	5,535.00 \$	66,420.00 \$	4,870.00 \$	58,440.00 \$	5,436.67 \$	65,240.04 \$	6,813.34	\$ 81,750.00 \$	6,680.00	79,980.00
TOTAL PGS 1 & 2	\$ 73,312.34	49	876,148.08 \$	72,487.34 \$	869,848.08 \$	71.795.00 \$	861.540.00 \$	66.524.67 \$	\$ 798.295.04 \$	66.864.67	\$802.376.00.5	62 680 00 \$	751 980 00
								ł				- 1	20:0001

BUDGET 2022 - 2023 051822

ELKINS ROAD P.S.D. LONG TERM LIABILITIES FOR EACH MONTH JULY 1, 2022 - JUNE 30, 2023

PROPOSED 2022 - 2023

PAYMENTS MADE MONTHLY - BUT NOT CONSIDERED AN EXPENSE

LONG TERM LIABILITIES	MONTHLY	YEARLY	MATURES
LOAN # 2-IJDC/MB 1998 BOND	\$ 4,378.63	\$ 52,543.56	2038
LOAN # 3-RUS 2004 BOND	\$ 2,295.00	\$ 27,540.00	2044
LOAN # 4-IJDC/MB 2004 BOND	\$ 3,295.88	\$ 39,550.56	2040
LOAN # 5 IJCD/MB 2020 BOND	\$18,541.00	\$ 222,048.00	2051
RESERVE FOR 2020 BOND	\$1,851.00	\$ 22,212.00	
TRUCK LOAN-FORD MOTOR	\$ 583.00	\$ 6,996.00	2023
ERPSD-R&R	\$ 700.00	\$ 8,400.00	
98 R & R (2.5%)	\$ 773.00	\$ 9,276.00	
(A & t IS FOR Audit, Training	\$ 365.00	\$ 4,380.00	
and PSC Annual Report)			
CWCR ACCOUNT	\$ 1,000.00	\$ 7,200.00	
(SB 234)			
TOTAL LIABILITIES	\$ 33,782.51	\$ 400,146.12	
			•

NOTE: FOR WCR 1/8 = 0.125 Operating/Maint. Exp. From Profit & Loss Budget Amount x 0.125 Divide by 2 years (2 years is just more time to fund reserve

## HAWTHORNE COAL COMPANY LLC



100 Tygart Drive • Grafton, WV 26354 • (304) 265-9769

June 13, 2022

CERTIFIED MAIL No. 7021 0350 0000 4480 9694 Return Receipt Requested

Upshur County Commission 38 W. Main Street, Suite 302 Buckhannon, WV 26201

To Whom it May Concern:



In compliance with the surface mining laws of West Virginia, enclosed please find a copy of a Legal Advertisement for Hawthorne Coal Company LLC, Permit No. O-39-83 Increment No. 1 to be placed in the local newspaper in conjunction with applying to the West Virginia Department of Environmental Protection for a Phase 2 and 3 release. This site is located in Meade District of Upshur County, 3.0 miles east of Adrian and discharges into an Unnamed Tributary of Sawmill Run of Sawmill Run of the Buckhannon River of the Tygart Valley River of the Monongahela River.

Current laws and regulations require that local agencies be notified of this release.

**Hawthorne Coal Company LLC** 



Applicant:

HAWTHORNE COAL COMPANY LLC

Type:

Incremental Phase 3

Release

Reference

O-39-83 Phase 2 and 3 Release (06/09/2022)

Permit ID:

0003983

MR-7-AD: Advertisement

Status

New

Printed:

Jun. 09, 2022 1:54 PM

#### **INSTRUCTIONS**

This advertisement is for an application for a release of an Article 3 permit.

Ad will be published once a week for four successive weeks with six full days between

publication. Advertisement must include a location

Initial Date of Publication: 6/14/2022

10

Final Date of Publication: 7/5/2022

iö

#### **ADVERTISEMENT**

HAWTHORNE COAL COMPANY LLC, 100 TYGART DR, GRAFTON, WV 26354

Notice is hereby given that

has submitted an application with the Department of Environmental Protection (DEP), 47 School Street, Suite 301, Philippi, WV, 26416-1600 for a Phase 2 and 3 release on Permit Number O003983 Increment

Number 1

issued for

133.1 acres.

The permit is located in MEADE

District of Upshur

3.0 miles east

(Direction) of ADRIAN

(Nearest PO) on

an Unnamed Tributary of Sawmill Run

(Primary Receiving Stream) of

(Secondary Receiving Stream)

Buckhannon River

Tygart Valley River

(Major Drainage Basin).

HAWTHORNE COAL COMPANY LLC

completed

final reclamation

on 2/07/2020

(Date) and is requesting release of

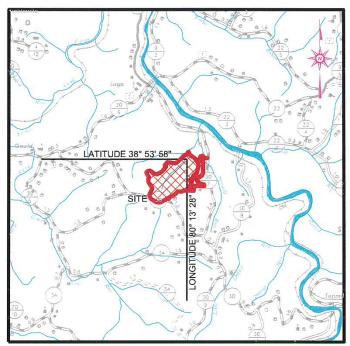
0 percent

of the reclamation performance bond currently in the amount of \$

\$428,800.00 .

Written comments will be received at the DEP address above until 8/5/2022 date of final publication.

, or thirty (30) days from



LOCATION MAP SCALE: 1 inch = 1 Mile

Permit O-39-83 will discharge into an Unnamed Tributary of Sawmill Run of Sawmill Run of the Buckhannon River of the Tygart Valley River of the Monongahela River.

The site is located 3.0 miles east of Adrian in MEADE DISTRICT, UPSHUR COUNTY, WV.

#### **Notice of Meeting**

Buckhannon-Upshur Parks and Recreation Advisory Board

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Date: June 21, 2022

Time: 5:30 PM

Location: Upshur Co. Recreational Park Pavilion

#### Agenda

- 1. Approval of minutes from May meeting
- 2. Financial Report
- 3. Trails update/approval/action or discussion on any needed expenses
- 4. Park and Recreation Director Report
- 5. Disc Golf Tournament Updates and possible upgrade discussion
- 6. Public Comment
- 7. Adjourn

Adjournment

Next Meeting:

#### **Upshur County Public Library Board of Trustees Meeting** May 25, 2022

A special meeting of the Upshur County Board of Trustees was held on Wednesday, May 25, 2022, at 4:00 p.m. at the library. Board members in attendance were Kenna Leonard, Carol Smith, and Katie Loudin. Also in attendance were Paul Norko, Library Director; Beth Rogers, Assistant Director; Connie Cutright, Business Manager; and Sandra Craig, Friends of the Library representative. Absent from the meeting were board members John Haymond and Linda Riegel.

The meeting was called to order by President Kenna Leonard.

The minutes of April 20, 2022 meeting were approved on a motion by Carol, seconded by Katie, and unanimously approved.

The financial reports for April, including an itemized list of electronic debits/credits, were approved on a motion made by Katie, seconded by Carol, and unanimously approved. Connie stated that a budget revision will need to be made in July or August to correct the administrative fee income, which we did not have when preparing the budget. Also, there will have to be an adjustment for any grant funds not expended by June 30.

Director's Report - See written report

#### Unfinished Business - none

#### **New Business**

Personal time – The current policy states that permanent part time personnel working over 19 hours per week receive 20 hours of personal leave. When the policy was made, 19 hours was the normal work week for the part time staff. Our two current part time employees work 28 hours per week. On a motion made by Carol and seconded by Katie, the board unanimously approved the following changes concerning personal days effective July 1, 2022

- · Permanent part time employees working 19 hours or more per week will receive personal leave egual to their normally scheduled work week
- Personal time may not be used until after a new employee's probationary period has been completed.

Bylaws - Discussion began concerning bylaws. Wording was changed in a few sections of the revision. For the next meeting, Connie will cross reference on the revised bylaws where the article or section is reflected in the current bylaws.

Friends of the Library – Sandra Craig, new president of the Friends, stated that the raffle which began at the Ramp Dinner is continuing in the library. The baskets will be taken to Festival Friday on June 3rd where the winners will be drawn. There is not a Friends meeting scheduled until August.

The next meeting is June 15<sup>th</sup> at 4:00 p.m.

Respectfully submitted,

Connie Cutright,

**Business Manager** 

Approved,

Kenna Leonard, Kafie Landin, Beard President Board Vice President

### Upshur County Public Library July 2021 through May 2022

TOTAL

	-			gn May 2022	- 10	TAL	
Incomo	Mar 22	Apr 22	May 22	Jul '21 - May 22	Budget	\$ Over Budget	% of Budg
Income							
4020 · County Commission	0.00		0 11,625.00	46,500.00	46,500,00	0.00	100.0
4030 · Board of Education	0.00		0 23,425.00	93,700.00	93,700.00	0.00	100.0
4040 · Grant-in-Aid	0.00	23,707.0	0.00	94,829.00	94,828.00	1.00	100.0
4060 · WVLC Svcs. to Lib. (admin fees)	0.00	17,236.0	0.00	68,947.00	68,947.00	0.00	100.0
4150 · WVLC Other Grants	9,938.00	0.0	0,00	9,938.00			
4160 · Other Grants	0.00	2,849.9	0.00	18,849.95	16,000.00	2,849,95	117.81
4230 · Unrestricted Gifts	187.09	582.29	524.90	4,066.72	3,500.00	566.72	116.19
4240 · Restricted - Memorial/Gift Mati	50.00	150.00	20,00	2,430.18	2,500.00	-69,82	97.21
4310 · Interest	5.80	6.48	6.20	131.13	100.00	31.13	131,13
4420 · Copies/Fax	547,97	458.65	494.05	5,029.74	5,000.00	29.74	100.6
4450 · Fines	161,00	203.30	139.65	1,617.82	2,000.00	-382,18	80.89
4490 · Other fees-cards, JD, earbuds	34.50	126,50	64.00	725.00	700,00	25.00	103.57
4730 · Fundraisers	20.00	77.00	0.00	1,799.08	2,500.00	-700.92	71,96
4735 · Fundraiser - Ramp Dinner	5,625.00	8,140.00	40.00	13,805,00	10,000.00	3,805.00	138.05
Total Income	16,569.36	53,537.14	36,338.80	362,368,62	346,275.00	16,093.62	104.65
Expense			·			101000.02	104.00
6020 · Wages	17,866,49	16,289,81	16,600.66	183,852.02	204 166 00	-20,313.98	90.05
6030 · FICA	1,107.71	1,009.97		11,398,83	12,658.00	-1,259,17	
6040 - Medicare	259.06	236,22	•	2,665.86	2,960.00	-1,205.17	90.05
6050 · WV Public Employees Retirement		1,603.30		17,084.78	17,142.00	-57.22	90.06
6060 · Insurance (Employer Paid)	2,139.30	2,139.30		21,828.30	22,535.00		99.67
6061 · RHBT (Employer Paid)	192.00	192.00		4,016.00	5,568.00	-706.70	96.86
6080 · WV Unemployment	241.18	99.45		1,068.32		-1,552.00	72.13
6090 · Workers Comp.	0.00	0.00		81.00	1,391.00	-322.68	76.8
6110 · Books	995.39	747.92	448.45	7,127.08	510.00	-429,00	15,88
6112 · Memorial/Gift Materials	208.57	277.86	255.48		9,800.00	2,672.92	72.73
6140 · Periodicals/Newspapers	0.00	0.00	156.00	1,909,78	2,500,00	-590,22	76.399
6143 · Electronic Books	614.58	3.00		1,909.81	1,700.00	209.81	112.349
6151 · Audios	241.97	228,73	6.00	1,926.55	2,500,00	-573.45	77.06
6152 · DVD's	125.39		0.00	1,363.51	1,500.00	-136,49	90.99
6230 · Other Grant Expenditures		50,95	93.80	817,46	900.00	-82.54	90.839
6310 · Office/Library Supplies		14,585.49		24,908,21	18,660.00	6,248.21	133.499
6350 · Postage	746,77	261.86	181.78	3,155.87	3,200.00	-44.13	98.629
	72.12	95.44	89.56	1,248.52	1,800,00	-551,48	69.369
6521 · Equipment/Furniture	-10.00	42.35	0.00	265.24	1,500.00	-1,234.76	17.689
6541 · Equipment Maint.	0.00	0.00	0.00	0.00	200,00	-200.00	0.0%
6552 · Software/Elec, Sub./Maint. fees	0.00	301.55	275.20	3,683,23	3,000.00	683,23	122.779
6570 · Vehicle Maintenance	0.00	0.00	0.00	302.00	300.00	2.00	100.67%
6720 - Bidg. Maint. (inc. janitorial)	0.00	16.51	598.20	1,027.98	1,000.00	27.98	102.89
6742 · Utilities - Electric	2,059.71	1,710.88	3,115.61	18,156,46	21,500.00	-3,343,54	84.459
6743 · Utilities - Water/Waste	96.15	100,90	236.55	1,099.84	1,100.00	-0.16	99.99%
6750 · Telephone	288.65	260.57	234.81	2,353.29	2,400.00	-46.71	98.05%
6755 · Internet Service	105.00	105.00	105.00	-84.00	125.00	~209.00	-67.2%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730,00	-2.00	99.73%
6910 · Public Info./Programming	34.97	63,41	57,80	321.97	800.00	-478.03	40.25%
6920 · Memberships	0.00	50.00	0.00	125.00	250.00	-125.00	50.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	0.00	638.64	8.36	1,149.05	2,000.00	-850.95	57.45%
6950 · Fundraising Expenses	185.22	63.61	0.00	299.25	500.00	-200.75	59.85%
6955 · Fundralser Ramp Dinner	0,00	0.00	4,835.71	4,835.71	4,300.00	535.71	112.46%
6970 · Professional & Misc. Fees	0.00	0.00	0.00	59.20			,
6980 · Audit	0.00	0.00	0.00	2,720.00	1,728.00	992.00	157.41%
otal Expense	29,394.39 4	1,174.72	34,594.41	323,404.12 3		-27,518.88	92.16%
				,		,- 10,00	<b>₩</b> 2.14/9

# Director's Report UCPL Board of Directors Meeting – June 15, 2022

#### I. Programming/Outreach

- A. Summer Reading (we will have more up to date numbers on the attendance at some events listed at the board meeting)
  - 1. Participants over 250 people have registered
  - 2. Marc Harsham/Doug Van Gundy SRP event 18 attendees
  - 3. Art with Crystal Brown (1st) SRP event
  - 4. Jim Walker, Fish Biologist SRP event
  - 5. Art with Crystal Brown (2nd) SRP event

#### II. Technology

- A. Web hosting
  - 1. New libraries
    - a. Elkins-Randolph County Public Library has decided to come on board with our web hosting project. This is a cost cutting measure for them, as they were paying around \$60 a month for their previous hosting, and our hosting, with them, is going to be around \$60 every three years (this number is still in flux depending on the overall number of libraries who join us).
    - b. Paden City Library is the first non-service center library who has expressed some interest in joining in our shared hosting, for the same reasons as Elkins (cheaper option for web hosting). The number of outside libraries who join us will be limited (I'm thinking no more than 10 additional libraries, and some may just want email support), as I realize there is only so much I can do as one person in this project. The main benefit will be that additional libraries can help further reduce our shared cost for hosting, as the cost for the renewal of hosting will be divided by the number of participating libraries in November 2024, when we are needing to renew. Currently, the cost of the renewal will be \$827, for another 3 year term.

#### III. Affiliates

- A. Affiliate visits made:
  - 1. 5/23/227: Clay County (Connie went to help with QuickBooks)
  - 2. 6/8/22: Belington (website building help) and Elkins (board meeting)
  - 3. 6/14/22: Charles Gibson (board meeting)
  - Week of 6/12 (date not scheduled yet): Russell Memorial (website building help) and Elkins (bringing them on board our hosting)
- B. New GIA/Grant process
  - Connie spent numerous hours over the last two weeks in May getting UCPL and our affiliates registered as vendors in the WVOASIS system and helping the affiliates file through WVOASIS the necessary reports and documents to receive their grants in aid next year. Going forward, any grants or funds requested or received from the state must go through WVOASIS.

#### JULY 2021-JUNE 2022 CIRC STATS

														% of total
Түре	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Totals	circ
Adult Fiction	332	344	333	297	271	264	367	297	385	322	327		3539	12.93%
Adult Non-Fiction	120	117	88	99	95	117	107	99	168	99	98		1207	4.41%
Books on CD	112	83	120	71	61	85	69	61	62	111	113		948	3.46%
DVDs	441	485	515	423	491	503	619	516	485	373	431		5282	19.30%
Easy Books	621	522	423	437	331	215	343	470	547	503	374		4786	17.49%
Hotspots	N/A	N/A	N/A	N/A	N/A	N/A	17	17	31	34	31		130	0.48%
Juv. Fiction	125	124	246	267	238	223	243	164	274	192	210		2306	8.43%
Juv. Non-Fiction	94	74	134	203	153	112	135	138	217	151	134		1545	5.65%
Kits	2	3	. 3	0	0	0	1	1	11	6	8		35	0.13%
Large Print	46	43	51	41	39	23	49	47	56	73	55		523	1.91%
New Books	301	330	355	279	284	270	282	234	239	246	232		3052	11.15%
Paperback	188	139	169	116	141	98	114	137	101	84	118		1405	5.13%
Periodicals	25	30	31	34	22	36	28	16	18	22	12		274	1.00%
Special Collection	28	18	85	226	228	242	107	61	69	57	13		1134	4.14%
WV Material	28	55	29	53	22	19	53	29	32	29	51		400	1.46%
WV Non Circ.	0	0	0	0	0	0	0	0	0	0	0		0	0.00%
Young Adults	92	72	63	94	48	62	65	53	62	92	68		771	2.82%
Young Adults NFIC	. 4	5	0	2	2	6	1	7	1	Ö	1		29	0.11%
<b>Total Print</b>	2559	2444	2645	2642	2426	2275	2600	2347	2758	2394	2276	0	27366	
Total Renewals	565	498	528	557	482	414	446	501	529	462	443		5425	
Ebook Circ.	1450	1567	1390	1423	1335	1401	1605	1394	1566	1403	1520		16054	
<b>Total Circulation</b>	4574	4509	4563	4622	4243	4090	4651	4242	4853	4259	4239	0	48845	