

Upshur County Commission Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: March 22, 2018

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• March 15, 2018
- 9:15 a.m. Mike Cozad, Community Liaison – Update regarding the Atlantic Coast Pipeline timeline, project expectations and upcoming open house.
- 9:30 a.m. Recommendation from Review Committee for the procurement of Environmental Consultant Services necessary to undertake remediation planning activities for the completion of the Upshur County Youth Camp Tar Pit EPA Brownfields Cleanup Project. Page 1-13
- 1:30 p.m. Terri Moxley, EBSO and Joe Stanton, Thornburg Insurance Agency – Review of EBSO Health Insurance Plan *via GoToMeeting*
Item may lead to Executive Session per WV Code §6-9A-4(6)

Items for Discussion / Action / Approval:

1. Approval and signature of Upshur County 2018 – 2019 fiscal year budget. Under separate cover
2. Review and signature of revised letter from Charlie McKinney, Assistant Chief Inspector, Chief Inspector's Division of the WV State Auditor's Office, confirming the services provided to the Upshur County Commission for the fiscal year ended June 30, 2017. In addition to the single audit services, the revised fee of \$29,740 now includes the Upshur County Farmland Protection Board's audit. The Upshur County Farmland Protection Board will reimburse the Upshur County Commission the difference of \$1,500 for their portion of the services. Page 14-20
3. Correspondence from Roy H. Wager, Upshur County Schools Superintendent, recommending the appointment of Katie Loudin to serve on the Buckhannon-Upshur Parks and Recreation Advisory Board in lieu of Dr. Greenbrier Almond. Mrs. Loudin will be serving the remainder of the term ending on June 30, 2018. Page 21
4. Approval of advertisement for Lifeguards, Admission Workers and Concession Stand Workers for the 2018 season at the Buckhannon-Upshur Recreational Park Facility. The seasonal positions will begin work in mid-May and continue through mid-August. Applications must be received on or before the close of business on Friday, April 20, 2018. Page 22
5. Approval of Upshur County Youth Camp advertisement for seasonal positions. Positions include kitchen personnel, cleaning personnel, grounds keeping and/or lifeguards. Applications must be received before the close of business on April 27, 2018. Page 23
6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility

Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Correspondence from Melissa Garretson Smith, Executive Director of the WV Courthouse Facilities Improvement Authority announcing that the previously requested time extension for the Circuit Courtroom project has been approved. The new deadline for completion is April 14, 2018. Page 24
2. Correspondence from Ingrid Ferrell, Director of the Executive Secretary Division of the Public Service Commission of WV, enclosing a copy of a Commission Order issued March 8, 2018 in the matter of Rules Governing E-911 Fees, 150 C.S.R. Series 25, to provide further guidance regarding E-911 fee requirements. Page 25-30
3. Contract Administration Notes for Millsite Run South '16 TS – Curry Park – Submitted by Nate Kennedy, Forester Page 31-32
4. Upshur County Sheriff's Financial Statement for Period Ending February 2018 Page 33-34
5. Newsletters and/or Event Notifications:
 - "Walk with a Doc" Program to begin March 26th at the helipad behind St. Joseph's Hospital Med Plaza, Building A Page 35
 - "O Snap" Recipe Contest – Entries must be submitted by midnight on April 10th Page 36
6. Agendas and/or Notice of Meetings:
 - Upshur County Farmland Protection Board March 15, 2018 Page 37
 - Upshur County Fire Board, Inc. March 20, 2018 Page 38
 - City Council of Buckhannon Special Meeting March 29, 2018 Page 39
 - City Council of Buckhannon Special Meeting April 17, 2018 Page 40
7. Meeting Minutes:
 - Elkins Road PSD February 6, 2018 Page 41-42
 - Adrian PSD February 8, 2018 Page 43
 - Upshur County Solid Waste Authority February 12, 2018 Page 44-46
 - Upshur County Senior Center February 14, 2018 Page 47
 - Upshur County Youth Camp Board February 15, 2018 Page 48
 - Wes-Mon-Ty RC&D Board of Directors February 20, 2018 Page 49-50
8. Meetings:
 - 04/03/18 5:30 p.m. Elkins Road PSD
 - 04/03/18 4:00 p.m. Hodgesville PSD
 - 04/05/18 7:00 p.m. Banks District VFD
 - 04/05/18 7:00 p.m. Selbyville VFD
 - 04/09/18 12:00 p.m. Upshur County Family Resource Network
 - 04/09/18 4:30 p.m. Upshur County Solid Waste Authority
 - 04/09/18 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board

- 05/07/18 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
- 04/10/18 7:30 p.m. Adrian VFD
- 05/03/18 6:00 p.m. Buckhannon-Upshur Board of Health
- 03/21/18 7:00 a.m. Upshur County Development Authority – Full Board
- 04/11/18 12:00 p.m. Upshur County Senior Center Board
- 04/12/18 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 04/11/18 6:00 p.m. Upshur County Citizens Corp – CERT
- 04/11/18 7:30 p.m. Warren District VFD
- 04/12/18 10:00 a.m. Adrian PSD
- 04/11/18 3:00 p.m. Tennerton PSD
- 04/12/18 4:00 p.m. Upshur County Safe Sites & Structures Ordinance Board
- 04/12/18 7:30 p.m. Buckhannon VFD
- 04/12/18 4:00 p.m. Buckhannon Upshur Airport Authority
- 04/19/18 6:30 p.m. Upshur County Youth Camp Board – Selbyville
- 03/18/18 6:00 p.m. Washington District VFD
- 03/19/18 12:00 p.m. Buckhannon-Upshur Chamber of Commerce -- CANCELLED
- 03/13/18 4:00 p.m. Upshur County Public Library Board – CANCELLED
- 03/20/18 10:00 a.m. Upshur County Public Library Board – Special Meeting
- 03/20/18 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 03/20/18 6:30 p.m. Upshur County Fire Board, Inc.
- 03/20/18 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 04/11/18 7:00 p.m. Ellamore VFD
- 03/21/18 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 04/19/18 2:00 p.m. Upshur County Farmland Protection Board
- 03/28/18 10:00 a.m. James W. Curry Advisory Board
- 03/26/18 6:00 p.m. Upshur County Fire Fighters Association
- 04/11/18 7:00 p.m. Buckhannon River Watershed Association - Board of Directors

9. Appointments Needed or Upcoming:

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
March 29, 2018 --- 9:00 a.m.
Upshur County Courthouse Annex

***There will be a Special Commission Meeting held at the Upshur County Administrative Annex on Tuesday, April 17, 2018 at 9:00 a.m. ***



1

March 21, 2018

Ms. Carrie Wallace
County Administrator
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

Subject: Proposal to Provide Voluntary Remediation Program Services
Upshur County Youth Camp Tar Pit Site, Brownfields Cleanup
Selbyville, WV
Environmental Standards Project Number: 20188447

Dear Ms. Wallace:

Enclosed is Environmental Standards, Inc.'s (Environmental Standards') Proposal to provide environmental site remediation services at the Upshur County Youth Camp Tar Pit property located in Selbyville, Upshur County, West Virginia.

It is our understanding that you intend to enter the property into the West Virginia Voluntary Remediation Program in order to achieve environmental liability relief in the form of a Certificate of Completion.

A summary of proposed tasks and services is presented in the attached Proposal.

We appreciate this opportunity to provide this Proposal. If you should have any questions or comments, please feel free to contact me at (304) 552-1442 or (610) 935-5577. We would be happy to meet with you and go over the Proposal in more detail.

Respectfully,

Lydia M. Work, LRS
Associate Principal Chemist
LMW/SDB
Enc.

Stephen D. Brower, P.G., LRS
Geosciences Principal

PROPOSAL AGREEMENT

1. CONTRACTED ENTITIES

The following is a Proposal by Environmental Standards, Inc. (hereinafter "Environmental Standards"), a Pennsylvania corporation located at 1140 Valley Forge Road, P.O. Box 810, Valley Forge, PA 19482-0810, to the Upshur County Commission (hereinafter "UCC" or "Client") with a work-product delivery address of 91 West Main Street, Suite 101, Buckhannon, WV 26201. This Proposal is not extended to any other organization or entity other than to whom it is addressed and may not be used for any other purpose.

The performance of those services described herein by Environmental Standards shall be governed by Environmental Standards' May 15, 2017 *Terms of Service*, a copy of which is attached hereto and incorporated as part of the Proposal, which together, upon acceptance by the undersigned, shall constitute the complete and exclusive statement of the terms of service of the binding agreement between the parties.

This Proposal applies only to the following circumstances:

PROJECT: Proposal to Provide Voluntary Remediation Program Services
Upshur County Youth Camp Tar Pit Site, Brownfields Cleanup
Selbyville, WV
Environmental Standards Project Number: 20188447

2. GENERAL DISCUSSION

The West Virginia Voluntary Remediation and Redevelopment Act (WVRRRA) is a state-authorized brownfields redevelopment program, commonly referred to as the Voluntary Remediation Program or the VRP. The program provides a Certificate of Completion (COC) to applicants who successfully demonstrate that their site meets the risk-based human health and ecological standards established in the WVRRRA. The COC provides a "covenant not to sue" for environmental issues related to the site, provided that new or previously unknown sources of contamination are not later discovered.

The Upshur County Youth Camp (also referred to as the 4-H Camp) was formerly the location of the Buckhannon Chemical Company. An area, approximately 125 feet by 225 feet in size, was used for the disposal of wastes generated by the Buckhannon Chemical Company plant, which was closed and abandoned in about 1933. The property has been used as a County 4-H and Youth Camp since that time. In 1988, the US EPA stabilized the tar pit by placing a geosynthetic cover over the tar pit area, and covering it with approximately 6-8 inches of soil. In addition, an 8 foot chain link fence was installed around the perimeter to control access. These actions mitigated direct contact exposure and provided temporary containment; however, since 1988, vegetation has grown uncontrolled and the cap has been compromised. The former tar pit is located within 50 feet of the Right Fork of the Buckhannon River and lies within the local flood plain.

Based on recent Phase I and Phase II Environmental Site Assessment (ESA) findings, both surface and subsurface soils within the tar pit area are impacted. Impacted soils were observed to a depth of 9 feet below the ground surface. In addition, there is concern impacted soils have migrated outside the fence in a downgradient northwesterly direction towards the Right Fork of the Buckhannon River. Groundwater impacts appear to be limited to the former tar pit area. The surface water of the Right Fork of the Buckhannon River does not appear to be impacted.

It is the UCC's intent to remediate the property for a planned future recreational use, and achieve environmental liability relief in the form of a COC via the VRP.

This Scope-of-Work and Cost Estimate are based on information obtained from the Phase I ESA and our current understanding of overall project goals.

Ms. Lydia Work will be the Licensed Remediation Specialist (LRS) for the project. She has an excellent reputation with the WVDEP and the Brownfields Assistance Center (BAC), and is known to provide quality reporting and experienced consulting. A recent project of Lydia's was awarded the *Environmental Impact Award* at the 2017 West Virginia Brownfields Conference.

This Scope-of-Work and Cost Estimate reflect our best estimate, at this time, of what will be required to complete each of the defined tasks. Factors that will affect the final Scope-of-Work and cost that have not yet been fully determined, include, but are not limited to:

- Site assessment activities required by the WVDEP,
- WVDEP fees for project management and travel,
- Results of a human health and ecological risk assessment that may impact the remediation required,
- Permits that may be required, and remediation limitations that may be encountered, due to the presence of the property in the flood plain, and
- Contractor bid costs.

3. SCOPE-OF-WORK

The following is a step-by-step outline of the project deliverables that we believe will be required, and a timeline to complete each task.

Task 1. Review of existing documents, VRP Application, Voluntary Remediation Agreement (VRA), Site Visit, and Project Management

The Upshur County Commission must have a pre-application conference with the WVDEP before submitting an Application. It is recommended that the LRS and a representative of the Commission attend this pre-application conference during a site visit. This would be the most cost effective and time-saving approach.

The LRS will arrange a meeting between the WVDEP Project Manager, and the Commission's representatives. This meeting will be held at the Site. At this meeting we will walk the property,

discuss previous investigations, discuss any areas of concern, and outline the strategy to achieve the Certificate of Completion (COC).

Environmental Standards will review the existing documents and draft a completed Voluntary Remediation Application and public notice (Notice of Intent to Remediate) for review by the Commission. Once approved by the Commission, a copy of the Application, along with the draft public notice, will be submitted to the WVDEP for review and approval.

Once the Application is approved, the Commission will establish a local public repository (presumably the James W Curry Public Library in Selbyville). A copy of the Application will be submitted to the public repository by the Commission. It is anticipated that a Brownfield Public Involvement Plan (PIP) will not be required.

The LRS will draft a VRA for review by the Commission. The VRA is the binding document outlining the obligations of the Commission, the LRS, as well as the project deliverables and schedule. Once approved by the Commission, a copy of the VRA will be submitted to the WVDEP for review and approval, and to the local public repository once approved.

In total, the LRS will schedule, design an agenda for, and attend three project meetings. One will be the previously described site visit. Another will be key project milestone meetings during the course of remedial planning. The last project meeting will be at the submittal of the Final Report and request for a COC.

This task will also include project management activities and correspondence outside the regularly scheduled project meetings via electronic mail and phone calls with the Commission and the WVDEP.

Task 1, Environmental Standards' Estimated Cost: \$6,000.

Task 1, WVDEP Estimated Application Fee: \$5,000. We recommend the UCC pursue the waiving of the Application fee with the WVDEP.

Estimated Timeline: 8 weeks from authorization.

Task 2. Data Validation and Risk Assessment Report

Based on review of the Phase II ESA Report (e²C, December 20, 2016), the human health risk within the tar pit, and outside the immediate area of the tar pit, is well defined. Based on the information available, the engagement of a toxicologist is not warranted. However, the laboratory data will be required to undergo a third-party data validation. It is required by the WVDEP that a minimum of 10% of the analytical data generated for the VRP undergo validation. Environmental Standards will be able to perform this task in-house. A human health and ecological risk assessment will be performed in accordance with the VRP requirements. The results of the risk assessment will drive what additional remedial actions are warranted.

Environmental Standards will draft a completed *De Minimis* Human Health and Ecological Risk Assessment Report (RAR), with a Data Validation Quality Assurance Report, as a supplement document, for review by the Commission. A copy of the RAR will be submitted to the WVDEP for review and approval, and to the local public repository.



Task 2, Environmental Standards' Estimated Cost: \$6,000

Estimated Timeline: 6 weeks from the approval of the VRA (includes regulatory approval).

Task 3. Remedial Action Work Plan/Bid Specifications and Public Notice

Upon review and acceptance of the RAR by the WVDEP, Environmental Standards will prepare and submit a Remedial Action Work Plan (RAWP) that will detail an approach to meeting recreational use risk-based remedial standards. Ideally, these required remedial actions will coincide with the site development planned activities. The LRS will work closely with the Commission to minimize the cost and schedule for the Commission to redevelop the Site.

A survey of the area to be remediated will be required. It is anticipated Environmental Standards will subcontract a local survey firm to complete the survey.

The remedial action methods will include both engineering and institutional controls via a land use covenant (LUC). It is anticipated the LUC restrictions will include the following:

- Prohibit the extraction of groundwater for potable use within the tar pit area, and areas immediately downgradient of the tar pit.
- Stabilize and encapsulate impacted soils.
- Any future disturbance of the cap and subsurface soils beneath, must be performed under an approved Soil Management Plan.

The RAWP will include the method and materials required for soil stabilization and capping, a Soil Management Plan, a draft LUC, and a draft LUC site inspection form. Repurposing of the waste wood (such as the generation of wood chips or compost to be used by the Camp) as well as resale of the fence, is encouraged. Prior to any earthwork, the ten groundwater monitoring wells, installed during the Phase II ESA, will need to be abandoned according to WV rules and regulations. Environmental Standards will utilize EnviroCheck of Virginia for this service.

The RAWP can be used as a bid specifications document, if the Commission desires to competitively bid the remediation services. Bid contractor's will be required to follow the RAWP and its Soil Management Plan, design and follow a site specific health and safety plan, obtain appropriate permits, and repair any damage to roads or surrounding lands from the remediation activities.

The RAWP will require that the owner conduct inspections of the property to monitor compliance with the LUC at least one time per year, and submit two signed copies of an inspection monitoring report to the WVDEP, DLR headquarters in Charleston, within 30 days of the inspection. It is assumed that the inspections will be performed by the owner, or a representative of the owner. However, Environmental Standards can provide inspection services upon request.



A copy of the RAWP will be submitted to the Commission for review. Once approved by the Commission, the RAWP will be submitted to the WVDEP for review and approval as well as to the local public repository.

Once the RAWP is approved, a public notice will be drafted by Environmental Standards that summarizes the remedies selected to achieve recreational reuse of the Site. The public notice will be submitted to the Commission for review and approval prior to submittal to the WVDEP. The WVDEP will submit the public notice to a local newspaper for publication. A public meeting will be scheduled and attended by the LRS to present the RAWP.

Task 3, Environmental Standards' Estimated Cost: \$15,000 (includes survey, well abandonment, and public meeting to present the RAWP)

Estimated Timeline: 12 weeks (includes regulatory approval).

Task 4. Tar Pit Remediation and LUC

It is anticipated the tar pit area will require soil stabilization and encapsulation. The fencing and vegetation will also need to be removed. Environmental Standards will provide direct oversight of the remediation activities. We will travel to the Site, oversee the remediation, take photographs, and keep field notes such that sufficient evidence can be provided to the WVDEP that the remediation was completed as required in the RAWP. The collection and laboratory analysis of confirmation samples may be required at the completion of the remediation.

Completion of the remediation also includes the acceptance and recording of the LUC. The LUC, once approved by the WVDEP, will be executed by both the WVDEP and the Commission. The Commission will be required to record the LUC at the Upshur County courthouse as a deed restriction to the property. A copy of the recorded LUC will be provided to the LRS.

Task 4, Environmental Standards' Estimated Cost: \$5,000

Task 4, Estimated Contractor Cost: \$125,000 (estimated here only for total project cost assumptions, to be determined during bid process)

Timeline for completion will be contractor and weather dependent

Task 5. Remediation Completion Report, Final Report, and Certificate of Completion

Following completion of the approved RAWP remedial activities, we will draft a Remediation Completion Report (RCR) to the WVDEP. The RCR will be submitted to the Commission for review and approval prior to submittal to the WVDEP.

Once the RCR is approved, and the LUC recorded, we will draft a Final Report and request for COC. The Final Report and request for COC will be submitted to the Commission for review and approval prior to submittal to the WVDEP. Approval of the Final Report and receipt of the COC will bring closure to the project and release the Commission, as well as its successors in title, from environmental liability related to the current conditions identified at the Site.

7

Task 5, Environmental Standards' Estimated Cost: \$7,000

Estimated Timeline: 10 weeks from completion of the remediation (includes regulatory approval).

TOTAL ESTIMATED PROBABLE COST: \$191,900

This includes a 10% contingency of \$16,900, and an estimated \$6,000 in WVDEP project management and travel fees.

TOTAL PROJECT ESTIMATED TIMELINE: 9 months. This reflects the entire timeline estimate to complete the project, and assumes the WVDEP reviews and approvals are timely.

4. OTHER CONSIDERATIONS

We have based this proposal on our review of available files, our knowledge of the VRP, and our current understanding of the site conditions. As such, we have made assumptions regarding the level of investigation, remediation, and reporting requirements required by the WVDEP to complete each task.

To the extent that the services require judgment, there can be no assurance that fully definitive or desired results will be obtained, or if any are obtained, that the results will be supportive of any given course of action. These services may include the application of judgment; to that extent, certain results of this work may be based on subjective interpretations of collected data.

Environmental Standards is not engaged in environmental auditing and reporting for the purpose of advertising, sales promotion, or endorsement of any client's interests, including raising investment capital, or recommending investment decisions, or other publicity purposes. Client acknowledges that any reports prepared by Environmental Standards are for the exclusive use of Client and agrees that Environmental Standards' reports or correspondences will not be used or reproduced in full or in part for such promotional purposes, and will not be used or relied upon in any prospectus or offering circular without prior authorization from Environmental Standards. Client also agrees that none of its advertising, sales promotion, or other publicity matter containing information obtained from the reports will make reference to Environmental Standards' trade name without prior authorization from Environmental Standards.

Nothing contained in the reports from or provided by Environmental Standards shall be construed as a warranty or affirmation by Environmental Standards that the Site and property described in the report are suitable collateral for any loan or that acquisition of such property by any lender through foreclosure proceedings or otherwise will pose any risk of potential environmental liability on the part of such lender.

The information to be provided under this Proposal is not to be construed as legal advice.

5. PROJECT COSTS AND PAYMENT TERMS

It is expected that the services described in this Proposal can be accomplished for the Estimated Probable Cost (EPC) summarized above. This EPC has been based on the information provided and has been calculated based on time and materials.

By executing this Proposal, you are authorizing Environmental Standards to proceed with Tasks 1 through 5, with a total estimated probable cost of \$42,900 (our fees plus 10% contingency).

Only those costs incurred will be charged, but costs will not exceed the EPC without your prior approval. Environmental Standards will notify the MCDA if site conditions or findings warrant a scope modification prior to undertaking additional work. To avoid misunderstanding, it should be emphasized that the EPC is a budget estimate believed sufficient to cover services herein described, but no guarantee is made or implied.

Invoices will be submitted monthly with payment expected within 30 days. Our invoices will be based on the work completed during the previous period, or based upon project milestones set forth in this Proposal. The information generated as a result of these services will not be considered client property unless payment for these services is received in its entirety.

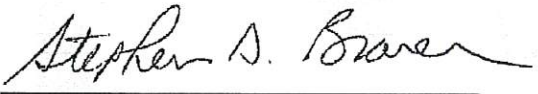
We appreciate the opportunity to provide our services and look forward to assisting you on this project. Should you find this Proposal and the attached *Terms of Service* acceptable, please acknowledge by signing and dating the enclosed copy of this Proposal in the space provided below and return the executed copy of this Proposal to the undersigned. Upon receipt of the acceptance copy, we will commence the performance of the services described herein. If you have any questions or require any additional information, please do not hesitate to contact Lydia Work at (304) 552-1442.

We look forward to a favorable reply to our Proposal and assisting you with the execution of this important project.

For Client, UCC

For Environmental Standards:

Signature



Signature

Name (printed)

Stephen D. Brower, P.G. 3/21/18
Name (typed/printed) Date

Title

Director of Geosciences/Principal

Title

May 15, 2017 - TERMS OF SERVICE

1. FORMATION OF CONTRACT.

This Proposal is valid for a period of thirty (30) days from the date it is issued by Environmental Standards, Inc. ("Environmental Standards"). It may be withdrawn or modified by Environmental Standards at any time prior to acceptance by its recipient (the "Client"). Client and Environmental Standards are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party." Any term of Client's acceptance of this Proposal which is in any way inconsistent with or in addition to these Terms of Service shall not be binding upon Environmental Standards, unless otherwise expressly agreed in writing by Environmental Standards. Client's acceptance of this Proposal is limited to the terms of this Proposal, including these Terms of Service. If Client objects to any of these Terms of Service, such objections must be made in writing and received by Environmental Standards at the address stated in this Proposal prior to the commencement of the services provided by Environmental Standards hereunder ("Services"). Client's acceptance of this Proposal or acceptance of any of the Services or report, work product, opinion or other deliverable provided by Environmental Standards hereunder (collectively, "Deliverables") it covers shall be conclusively deemed to be acceptance of all of these Terms of Service. Environmental Standards' failure to object to terms contained in any communication from Client shall not be deemed to be a waiver of these Terms of Service.

2. SCOPE OF WORK; DELIVERABLES.

(a) The scope of work ("Scope of Work") for certain Services or Deliverables (collectively, a "Project") may not be fully definable at the time of this Proposal. As the work on the Project progresses, the facts uncovered may require a change which may alter the Scope of Work set forth in this Proposal. Environmental Standards will inform the Client of such situations so that Change Orders (as defined below) can be executed by Environmental Standards and Client as appropriate. In the event of a disagreement between the Parties about the Scope of Work or cost indicated in any proposed Change Order, either Party may terminate the Project by written notice to the other, in which event such termination shall be effective upon Environmental Standards' receipt of (i) all payments due for Services and Deliverables provided through and including the date of termination, (ii) the reimbursement for all costs incurred or committed by Environmental Standards in connection with the terminated Project, and (iii) all expenses incurred by Environmental Standards as a consequence of such termination, including settlement costs with subcontractors. Such payment and reimbursement shall be made by Client no later than ten (10) days following Client's receipt of Environmental Standards' invoice thereof.

(b) Upon delivery to Client by Environmental Standards of any Deliverable hereunder and subject to Client's payment of all fees and expenses due hereunder, Environmental Standards shall grant to Client an irrevocable, worldwide non-transferable and non-exclusive license to use such Deliverable for its internal purposes only. With respect to any Deliverables which are technical, managerial guidance, quality control and/or quality assurance documents, in particular, Client agrees that such Deliverables are to be considered site-specific and cannot be used for any other purpose or with reference to any other site; and that with respect to Deliverables which are quality control and/or quality assurance documents, in particular, Client agrees that such Deliverables are also to be considered date specific and cannot be used for any other purpose with reference to any other date. No right to: (1) adapt, copy, distribute or modify such Deliverable or prepare derivative works based upon such

Deliverable or (2) to authorize others to do any, some, or all of the foregoing, is granted to Client unless Client obtains Environmental Standards' prior written permission through an amendment of this Proposal. During the term of this Proposal, and at all times thereafter, Client agrees to exercise utmost diligence to protect and safeguard the Deliverables from disclosure, dissemination or distribution to any third parties. In addition to such disclosure, dissemination or distribution being a violation by Client of the terms hereof, Environmental Standards disclaims any and all liability arising out of the use of all or any part of its Deliverables by any party other than the Client, and any and all liability arising out of the use of all or any part of its Deliverables by Client other than as prescribed herein for the Project. Environmental Standards, or its licensors, as the case may be, shall have and retain exclusive ownership of (i) any inventions, discoveries, innovations, improvements, ideas, techniques or know-how conceived by Environmental Standards hereunder and (ii) Deliverables. This ownership includes the right to obtain, and hold in its own name copyrights, registrations, and similar protection which may be available for such items. Except as expressly provided herein, this Proposal does not grant or convey either directly, by implication or otherwise, any right or license to any invention, patent, copyright or other intellectual property of either party to the other party.

3. PRICES.

(a) Unless this Proposal specifically provides otherwise, Environmental Standards' proposed fees constitute Environmental Standards' estimate of the probable cost required to complete the Project. The estimated probable cost identified in this Proposal shall not be deemed to be either a fixed price, guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing services with respect to the Project identified in this Proposal, unless this Proposal expressly states that the Services and Deliverables are to be provided on such a fixed price, guaranteed maximum or "guaranteed not-to-exceed" basis.

(b) If this Proposal provides for payment on a time and materials basis, the following terms shall apply:

(i) The minimum time segment for charging of field or on-site work shall be four (4) hours. For work done at any of Environmental Standards' offices, the minimum time segment for charging of work shall be one-tenth (1/10) of an hour. There shall be no premium charge for overtime. Personnel time associated with travel shall be charged at the full rate during the standard business hours of 8 a.m. to 5 p.m. Eastern Standard Time on Monday through Friday and at one-half (1/2) the full rate for travel outside of those times.

(ii) When the Statement of Work provides for Services or Deliverables to be provided by specific individuals and the time and material rate is based on the salary cost of those specific individuals, normal and customary salary increases (other than those associated with a promotion to a position of substantially greater responsibility) will become effective immediately upon Environmental Standards' authorization and will be reflected in the next invoice submitted to Client.

(a) (iii) Expenses properly chargeable to Client shall include, without limitation, the following: travel and living expenses of Environmental Standards' personnel on business connected with the Services and Deliverables to be provided; shipping costs; reproduction and bindery costs at Environmental Standards' standard rates; equipment rental charges; the costs of professional, analytical and technical subcontractors and advisors

retained in connection with the Services and Deliverables to be provided; the costs of identifiable drafting and stenographic supplies; and the costs of expendable materials and supplies purchased specifically for the Services and Deliverables to be provided. A fifteen percent (15%) financial risk, subcontractor risk, and administrative fee charge shall be added to all Project expenses.

4. PAYMENT.

(a) Invoices will be submitted on a monthly basis and shall be payable within thirty (30) days of the invoice date. Invoices will be issued either for completed Project(s) or for work in progress, as Environmental Standards shall determine. Client will have 10 days from receipt of Invoice to dispute any charges on the invoice. Any disputes by Client must be in good faith and presented in writing to Environmental Standards with an explanation of the reason for the dispute. If no dispute is received in writing within the 10-day period then the invoice is deemed to be accepted by Client. Both parties will make all reasonable efforts to resolve any disputes. Unpaid balances (excluding only amounts under a good faith written dispute as provided herein) shall be subject to interest at the rate of one and one-half percent (1 1/2%) or the maximum permissible under applicable state law, whichever is less, for each month or portion thereof Client's payment is overdue, starting thirty (30) days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In addition, Environmental Standards may, after giving three (3) days written notice, suspend all Services and delivery of Deliverables, without liability, until all past due accounts (including fees and interest accrued) have been paid. Timely payment by Client is a material condition of this Proposal and failure to timely pay shall relieve Environmental Standards of any further obligation to perform hereunder.

(b) If the materials, services, or supplies obtained by Environmental Standards used in connection with the Project are subject to local or state taxes or fees, such additional costs shall be paid directly by Client, or if Environmental Standards has advanced the same, reimbursed to Environmental Standards.

(c) In the event Environmental Standards has to take legal action to be paid for any amount due from Client, all legal fees and collection costs associated with such action shall be reimbursed to Environmental Standards by Client. In the event any judgment is obtained by Environmental Standards against Client, post-judgment interest shall be collected at the applicable state statutory rate.

(d) If Environmental Standards personnel or records are requested or subpoenaed for depositions, examination, or court appearances in support of, or relating to, Client at any time, Environmental Standards shall be paid on a time-and-material basis in accordance with Environmental Standards' then current standard billing rates for such matters, and shall be reimbursed for all out-of-pocket costs, including, but not limited to expenses for outside counsel or consultants, incurred in connection with such matters. Further, Environmental Standards shall be reimbursed as described herein for the cost of responding to any subpoena whether or not documents are actually produced.

(e) The provisions of this Section 4 shall survive the completion of the Services and Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

5. CHANGES IN WORK.

(a) Any change to the scope of work, compensation, or time schedule for the Services or Deliverables set forth in this Proposal shall be authorized by a written change order signed by Environmental Standards and Client (a "Change Order").

(b) In the event Client desires Environmental Standards to (i) perform work beyond the scope of work set forth in this Proposal, or (ii) change, alter, add to, or deduct from the Services or Deliverables set forth in this Proposal, Client shall notify Environmental Standards in writing and request a proposal for a Change Order covering such changes, including the associated changes in Project cost and schedule. Unless authorized by a Change Order, Environmental Standards will not, and will have no obligation to, proceed to execute the requested changes, except in case of an emergency endangering life or property, in which case Environmental Standards shall proceed in accordance with Section 5(e) hereof.

(c) Except as the Parties may have otherwise agreed as part of this Proposal, in the event Environmental Standards encounters at any time during the performance of work in connection with this Proposal conditions relating to the Project differing from those reflected in this Proposal or any concealed or unknown conditions that will result in a change to the scope, cost, and/or schedule for conducting the work, Environmental Standards shall be entitled to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables, irrespective of whether the Parties are able to agree upon a Change Order with respect to such adjustments. Client further acknowledges that the compensation payable to Environmental Standards under this Proposal, including and as may be modified under this Section 5(c), is acceptable to Client.

(d) Prior to the issuance of any Change Order, the Parties through their authorized representatives, shall negotiate in good faith the monetary amount by which the contract compensation shall be increased or decreased as a result of the proposed Change Order in accordance with one or more of the following contract pricing methods:

- (i) By agreed lump sum; or
- (ii) By unit prices; or
- (iii) On a time-and-material basis.

(e) In an emergency affecting the safety of persons or property, where it is impracticable for Environmental Standards to obtain immediate authorization from Client, Environmental Standards shall act, at its discretion, to prevent threatened damage, injury, or loss. Environmental Standards shall be entitled to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables on account of such emergency work, irrespective of whether the Parties are able to agree upon a Change Order with respect to such adjustments.

6. DELAYS.

(a) The compensation and time schedule set forth in this Proposal shall be subject to increase on account of unreasonable delays caused by the Client's failure to provide specified facilities or information or for delays caused by Force Majeure (as that term is defined below). Work stoppage or interruption caused by any of the above shall entitle Environmental Standards to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables as a result of such work stoppage or interruption, irrespective of whether the Parties

are able to agree upon a Change Order with respect to such adjustments.

(b) Environmental Standards shall be excused from performing an obligation under this Proposal and shall not be considered in default to the extent its performance has been prevented, in whole or in part, by (i) an act of Force Majeure (as that term is defined below), or (ii) the non-performance by Client of its obligations under this Proposal. If Environmental Standards is prevented by Force Majeure from performing any of its obligations under this Proposal, other than making payments due and payable hereunder, it is agreed that upon providing notice (which may be oral) and full particulars of such Force Majeure to Client as soon as practicable after commencement of the occurrence of the cause relied on, the obligations of Environmental Standards, so far as they are affected by such Force Majeure, shall be suspended but only during the continuation of such inability, and Environmental Standards shall use commercially reasonable efforts to remedy such cause or inability as soon as practicable.

(c) "Force Majeure" shall mean, without limitation, (i) any act of God, war, riot, fire, rupture, explosion, flood, strike, injunction, governmental action, inaction, or order, transportation failures, unavailability of materials, supplies or energy, or unscheduled outage or shut-down, (ii) any lockout or other labor disturbance, even if such lockout or disturbance is within the power of a Party to settle, or (iii) any other cause, whether similar or dissimilar to the foregoing, which is beyond the reasonable control of a Party claiming Force Majeure interference with the performance of such Party.

7. ACCESS TO A PROJECT SITE.

Client shall provide Environmental Standards during normal business hours with such access and usage of a project site and any additional site locations connected to the performance of the Project ("Project Site") so as to permit the performance of the Services and Deliverables in accordance with the time schedule set forth in this Proposal. Client shall provide clean and unobstructed space and areas at each Project Site for Environmental Standards' equipment and vehicles or those of Environmental Standards' authorized subcontractors. Prior to any boring, drilling, and/or excavation work at any Project Site, Client shall, to the extent known, identify any underground or aboveground obstruction or utility that poses, or could potentially pose, a hazard to Environmental Standards or its subcontractors.

8. INDEMNIFICATION BY ENVIRONMENTAL STANDARDS AND CLIENT.

(a) Environmental Standards shall indemnify and hold harmless the Client and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Proposal and arising out of or connected with the performance of this Proposal, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of Environmental Standards or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents; and provided further that Environmental Standards' liability under this indemnity provision shall be limited to and not exceed the insurance coverages and associated limits of liability which Environmental Standards obtains pursuant to Environmental Standards' insurance coverage; and provided further that Environmental

Standards' obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

(b) Client shall indemnify and hold harmless Environmental Standards and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity arising out of or connected with the performance of this Proposal, to the extent such injury, death or damage is caused by the negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents, excluding only those claims for which the Client is indemnified by Environmental Standards to the extent set forth in Section 8(a) above. Client shall also indemnify and hold harmless Environmental Standards and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, arising or related to any claim, investigation, proceeding, or action made or commenced by a third party based upon any Deliverable provided by Environmental Standards pursuant to this Proposal. The provisions of this Section 8 shall survive the completion of the Services or Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

9. WARRANTIES; LIMITATION OF LIABILITY.

(a) Environmental Standards neither makes, nor offers, nor shall Environmental Standards be liable to Client for, any express or implied warranties with respect to the performance of the Services or Deliverables. Recommendations, opinions and decisions by Environmental Standards are made on the basis of Environmental Standards' experience, qualifications and professional judgment and are not guaranteed. Environmental Standards shall not be regarded as a guarantor with respect to the Services or Deliverables provided to Client pursuant to this Proposal. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ENVIRONMENTAL STANDARDS AND WAIVED BY CLIENT.

(b) ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, IN NO EVENT SHALL ENVIRONMENTAL STANDARDS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INDEPENDENT PROFESSIONAL CONSULTANTS BE LIABLE TO CLIENT AND/OR ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, INCLUDING CLIENT'S INSURERS, FOR ANY LOST, DELAYED, OR DIMINISHED PROFITS, REVENUES, OR OPPORTUNITIES; LOSSES BY REASON OF SHUTDOWN OR INABILITY TO UTILIZE OR COMPLETE WORK AT ANY PROJECT SITE; OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER RESULTING FROM ENVIRONMENTAL STANDARDS' PERFORMANCE OR FAILURE TO PERFORM SERVICES OR DELIVERABLES PURSUANT TO THIS PROPOSAL.

(c) Anything to the contrary herein notwithstanding, Environmental Standards and Environmental Standards' officers, directors, members, managers, employees, agents and independent professional consultants, and any of them, shall not be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, for any amount greater than the

price paid for the portion of Services or Deliverables as to which liability arises under this Proposal. Client hereby forever releases Environmental Standards and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the Client in excess of such amount. All of the foregoing limitations shall apply irrespective of whether Client's claim is based upon breach of contract, breach of warranty, contribution, negligence, strict liability or any other legal theory. The provisions of this Section 9, providing for limitations of and protections against Environmental Standards liability shall survive the completion of the Services or Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

10. RIGHT TO TERMINATE FOR DEFAULT.

(a) In the event that (i) either Environmental Standards or Client shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, (ii) a petition in bankruptcy shall be filed against either Environmental Standards or Client or a receiver appointed on account of its insolvency or (iii) either Environmental Standards or Client shall default in the performance of any express obligation to be performed by it under this Proposal and shall fail to correct such default (or if immediate correction is not possible, shall fail to commence and diligently continue effective action to correct the default), within ten (10) days following receipt of written notice thereof, then the other Party, without prejudice to any other rights or remedies, may terminate the Services and Deliverables to be provided by Environmental Standards, by written notice to the defaulting Party specifying the effective date of termination, provided that the other Party is given an opportunity for consultation with the terminating Party prior to any such termination.

(b) A waiver by either Party of one default of the other Party shall not be considered to be a waiver of any subsequent default of such other Party and shall not be deemed to amend or modify the terms of this Proposal.

(c) In the event of a termination of any portion of the Project pursuant to Section 10(a) hereof, in addition to any and all rights and remedies permitted under the law, a final invoice will be calculated on the first or fifteenth of the month (whichever next comes first) following the effective date of termination.

(i) Where the method of payment is based on a "lump sum," the final invoice will be based on the percentage of the work completed on the Project up to the effective date of termination.

(ii) Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all Services, Deliverables and expenses associated with the Project up to the effective date of termination.

(iii) Where the method of payment is based on cost plus a fixed fee, the final invoice will be based on reimbursement for all costs up to the effective date of termination and a pro-rata share of the fixed fee.

For each of the above methods of preparing the final invoice, there shall be an additional charge for Project closeout equal to three percent (3%) of all Project billings to the effective date of termination, plus the reimbursement for all costs incurred or committed by Environmental Standards in connection with the terminated Project. This closeout charge shall not be considered a penalty, but represents a reasonable allowance for recovery of costs for demobilization and reassignment of personnel and equipment on short notice.

11. ASSIGNMENT.

Neither Party shall assign its rights or obligations under this Proposal without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Environmental Standards may, without first obtaining Client's written consent, assign its rights and obligations hereunder to any direct or indirect subsidiary of Environmental Standards, now existing or hereafter created or acquired, or to any present or future Affiliate (as that term is hereafter defined) of Environmental Standards or to any entity which acquires all or substantially all of Environmental Standards' stock or assets or which is the successor to Environmental Standards in any merger, acquisition or other business combination, and upon receiving notice of such assignment, Client shall recognize the assignee as the contracting party under this Proposal. For the purposes of this Section, an "Affiliate" of a Party shall mean any other person or entity which controls, is controlled by, or is under common control with, such Party.

12. INDEPENDENT CONTRACTOR.

This Proposal shall not give rise to an employment, partner, joint venture or agency relationship between Environmental Standards and Client. Environmental Standards shall be an independent contractor with respect to all the Services and Deliverables performed pursuant to this Proposal and, as such, shall be responsible for the supervision of its employees, the payment of their salaries, wages and benefits, and the withholding and proper disposition of all payroll taxes related thereto.

13. CONFIDENTIALITY.

(a) Unless required by law or court order, Environmental Standards and Client shall not disclose the substance of any report, test or recommendation which is shared between Environmental Standards and Client in connection with the Services and Deliverables under this Proposal, and Environmental Standards and Client shall treat all maps, data, reports, and other proprietary information relating to the Services and shared by Environmental Standards and Client as confidential, provided such proprietary information is clearly identified in writing by Client as being confidential.

(b) The obligations of confidentiality set forth above shall not apply to any information which (i) becomes generally available to the public; (ii) was generally available to the public on the date of this Proposal; (iii) was known to Environmental Standards prior to its dealings with Client; or (iv) was lawfully received by Environmental Standards from a third party without restriction or disclosure and provided such third party is not under an obligation of non-disclosure with Client or Environmental Standards. In recognition that Environmental Standards may perform similar services for others, this Proposal shall not prevent Environmental Standards from providing services or developing materials that are competitive with those developed or provided under this Proposal. Subject to the confidentiality restrictions contained in this Proposal, Environmental Standards shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the services, on other engagements; and Environmental Standards' other clients shall have the right to use materials incorporating such ideas, concepts, know-how and techniques.

14. SAMPLING OF HAZARDOUS MATERIALS.

Client recognizes that if the requested sampling or displacement of contaminated materials (whether above, on or beneath the Project Site or otherwise) is required, the materials may need to be handled as hazardous materials. Accordingly, when sampling

is included in the Scope of Work and when determined by Environmental Standards in its sole and exclusive judgment to be necessary based on Environmental Standards' assessment of the degree of contamination, hazard and risk, Environmental Standards will inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers at the Project Site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Environmental Standards, and agrees to indemnify, defend and hold Environmental Standards harmless from and against any claim or liability for injury or loss which may arise as a result of any assumedly hazardous materials being left above, on or beneath the Project Site after their containerization by Environmental Standards.

15. NON-SOLITICATION.

(a) Client expressly recognizes and agrees that during the term Environmental Standards is providing the Services and Deliverables under this Proposal, Client will have direct contact and become familiar with one or more key employees of Environmental Standards, all of whom have been especially trained by Environmental Standards and who have accumulated the requisite skill and expertise to perform the tasks assigned to them at considerable expense to Environmental Standards, making said employees valued assets of Environmental Standards, the loss of which would result in hardship and irreparable injury and damage to Environmental Standards, the measurement of which would be difficult, if not impossible, to determine. Accordingly, during the term of the Project and for a period of one (1) year following the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal, Client agrees that, without the prior written consent of Environmental Standards, it shall not directly or indirectly solicit for employment or employ any person employed by Environmental Standards who became known to Client as a result of the activities related to the Project. For the purposes of this paragraph, the use of general non-targeted employment advertising (by newspaper, internet or the like) shall not be deemed to be direct or indirect solicitation.

(b) Client agrees that the protective covenants contained in this Agreement (including without limitation Section 2 and this Section 15) are of a special, unique and extraordinary character giving them a peculiar value, the breach of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, Client agrees that Environmental Standards shall be entitled as a matter of right for a breach of any such covenant, to injunctive and such other equitable relief to prevent client from breaching these covenants. Nothing herein shall be construed, however, as prohibiting Environmental Standards from pursuing any other remedies available to it for any breach or threatened breach of any covenant contained herein. In addition, Client agrees to indemnify, defend, and hold harmless Environmental Standards, and its directors, officers, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including attorney's fees and expenses, sustained by any party or entity not a party to any agreement between Environmental Standards and Client arising out of or connected with the breach of any the covenants contained herein.

(c) In the event that any one or more of the provisions contained herein should ever be deemed to be excessively broad or to exceed the time, geographic or other limitations permitted by applicable law, Client and Environmental Standards hereby agree that such provision or provisions shall be and are hereby reformed to the maximum time, geographic or other limitations permitted by applicable law.

(d) The provisions of this Section 15 shall survive the completion of the Services and Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

16. PUBLICITY.

Client agrees that Environmental Standards has the authority to use its name as a Client as a reference for other prospective clients. Furthermore, Environmental Standards may use Client's name in various marketing materials including a general description of the Project, work, or Services and Deliverables performed.

17. MISCELLANEOUS.

No waiver by either Party of any right under this Proposal shall be construed as a waiver of any subsequent right, whether the same or different. Nothing in this Proposal shall create a contractual relationship with or cause of action in favor of a third party against Environmental Standards (as a third party beneficiary or otherwise). The rights, duties and obligations of the Parties which by their nature would continue beyond the termination of this Proposal shall survive the termination of this Proposal. This Proposal shall be governed by and shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflicts of laws principles thereof. Each Party hereto irrevocably submits to the exclusive jurisdiction of the Court of Common Pleas of Chester County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania for the purposes of any suit, action or other proceeding arising out of this Proposal, and agrees to commence any such action, suit, or proceeding in such courts. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth in this Proposal shall be effective service of process for any such action, suit or proceeding. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Proposal in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any inconvenient forum. **EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) WITH RESPECT TO ANY PROCEEDING INVOLVING OR RELATING TO THIS PROPOSAL OR THE RELATIONSHIP CREATED HEREBY.** In any adversarial proceedings between the Parties arising out of this Proposal, the Prevailing Party shall be entitled to recover from the other Party, in addition to any other relief awarded, all expenses that the Prevailing Party incurs in those proceedings, including reasonable attorneys' fees and expenses. For purposes hereof, "Prevailing Party" means the Party in whose favor final judgment, after appeal (if any), is rendered with respect to the claims asserted in any such action or proceeding. This Proposal, issued by Environmental Standards hereunder and accepted by Client as provided herein and each Change Order sets forth the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations and dealings between the Parties hereto relating to such subject matter. Neither course of performance, course of dealing, usage of trade nor oral promise shall be used to qualify, explain or supplement any of the terms of this Proposal. Any change in this Proposal must be set forth in writing and signed by a duly authorized representative of each Party hereto. The headings of Sections of this Proposal are inserted for convenience only and shall not constitute a part of this Proposal.



14

State of West Virginia
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REVISED March 16, 2018

Mr. Terry B. Cutright, President
Upshur County Commission
38 W. Main Street
Buckhannon, WV 26201

We are pleased to confirm our understanding of the services we are to provide the Upshur County Commission for the fiscal year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Upshur County Commission's basic financial statements as of and for the fiscal year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Upshur County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Upshur County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. Schedule of funding progress - OPEB (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Upshur County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Rate covenant compliance (if applicable).
3. Combining statements and supporting schedules (if applicable).

Auditor Responsibilities

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the governing board of the Upshur County Commission. Our report will be addressed to the governing board of the Upshur County Commission. We will make reference to Perry and Associates, CPAs' audit of the Upshur County Development Authority and yet to be determined CPAs' audits of the Upshur County Fire Board, the Upshur County Farmland Protection Board, and the Buckhannon-Upshur Airport Authority in our report on your financial statements. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Building Commission to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Upshur County Commission's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Upshur County Commission's major programs. The purpose of these procedures will be to express an opinion on the Upshur County Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

If necessary, we may also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Upshur County Commission in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. If performed, these nonaudit services would not constitute an audit under *Government Auditing Standards* and such services would not be conducted in accordance with *Government Auditing Standards*. We would perform the services in accordance with applicable professional standards. The other services would be limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (a) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we may provide. If nonaudit services are provided, you will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services that may be provided by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Upshur County Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (a) management, (b) employees who have significant roles in internal control and, (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 22, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

20

Upshur County Commission
March 16, 2018
Page Seven

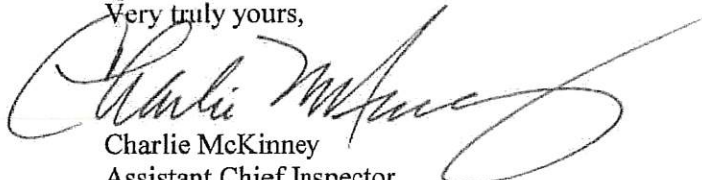
for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our most recent external peer review report is available at our website (<http://www.wvsao.gov/ChiefInspector/AdvisoryMemos.aspx>) or can be obtained by contacting our office.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our auditors, Kris Wilson and Zach Carder, have been assigned to conduct your audit and expects to begin the engagement on approximately January 22, 2018. To enable the auditor to work more efficiently, we would appreciate it if you would provide them with suitable office space that is quiet and has access to a telephone and the internet. Our fee for these services will be \$29,740 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

We appreciate the opportunity to be of service to the Upshur County Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and provide it to the auditor. If the auditor is not available, please return it to us to the attention of Cathy Pierce.

Very truly yours,



Charlie McKinney
Assistant Chief Inspector
Chief Inspector Division
West Virginia State Auditor's Office

RESPONSE:

This letter correctly sets forth the understanding of the Upshur County Commission.

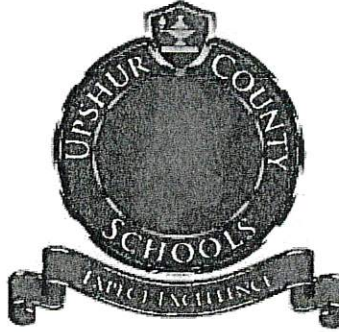
By: _____

Title: _____

Date: _____

Administration

Roy H. Wager
Superintendent
Jack L. Reger
Assistant Superintendent



Board of Education

Tammy Samples, President
Alan Suder, Vice-President
Greenbrier Almond
Katie Loudin
Kristi Wilkerson

March 13, 2018

Ms. Carrie Wallace
Upshur County Administrator
Upshur County Court House
38 West Main Street
Buckhannon, WV 26201

Dear Ms. Wallace:

The Upshur County Board of Education, at its regular meeting on February 13, 2018, appointed Mrs. Katie Loudin to replace Greenbrier Almond to serve until her appointed term with the Board of Education ends which is June 30, 2018.

Mrs. Loudin's address is _____ Buckhannon, WV, and her telephone number is _____

Thank you for the opportunity to partner with the community in providing recreational needs for our students.

Sincerely,

Roy H. Wager
Superintendent

RHW/alh



Lifeguards, Admission Workers, and Concession Stand Workers

Upshur County Commission

The Office of the Upshur County Commission is accepting applications for lifeguard positions, admission workers and concession stand workers at the Buckhannon-Upshur Recreational Park Facility for the 2018 park season, beginning mid-May and continuing through mid-August. Individuals who worked at the park facility during the previous season(s) and have returned the notification of intent to work letter do not need to complete an application. Lifeguards must be certified with CPR and First Aid endorsements and the concession stand workers must have a valid WV Food Handlers Card. Applicants with current certifications will be given preference. Reimbursements of required certifications will be made to employees that are available and complete the 2018 season. Interested individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex located at 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:30 p.m., Monday through Friday. Completed applications must be returned to the Office of the Upshur County Commission on or before the close of business on Friday, April 20, 2018.

Office of the Upshur County Commission
Tabatha R. Perry, Assistant County Administrator
91 West Main Street, Suite 101
Buckhannon, WV 26201

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

Seasonal Positions Upshur County Youth Camp Facility

The Upshur County Youth Camp Board is accepting applications for seasonal positions at the Youth Camp Facility located in Selbyville. Positions should be open during May and continue until early September. Positions would include: kitchen personnel, cleaning personnel, grounds keeping personnel and/or lifeguards. Individuals will be responsible to assist in the upkeep of buildings, grounds, operations of dining facilities and other duties as assigned. Individuals may obtain an application from Carrie Wallace in the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:30 p.m. or from Gregory Woody, Camp Director, located at the Upshur County Youth Camp Facility in Selbyville. Applications must be received at one of the following addresses on before the close of business on April 27, 2018.

Carrie Wallace, County Administrator
Upshur County Administrative Annex
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Gregory Woody, Camp Director
Upshur County Youth Camp
76 Youth Camp Rd
Selbyville, West Virginia 26235-9521

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



24

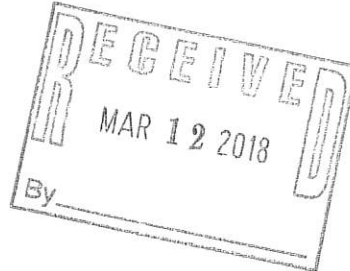
WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

March 7, 2018

Upshur County Commission
Attn. Samuel R. Nolte, President
91 West Main Street, Suite 101
Buckhannon, WV 26201



Re: 14th cycle CFIA Grant Project: 14cycUpshu2017

Dear President Nolte:

The WV Courthouse Facilities Improvement Authority Board of Directors held a meeting on Wednesday, February 28, 2018. At that time the Board considered your request for a time extension for your 14th cycle grant award. Your time extension for this project was approved. Your contract date is now extended until April 14, 2018, 2018. The other items in your original contract remain unchanged and in effect.

Please be advised that quarterly progress reports must be submitted, as well as submitting a progress report with any reimbursement request. The quarterly reports are due by the 20th of the month following the end of each quarter. No more than three reimbursement requests are allowed to be submitted per grant. In addition, upon submitting a final request for reimbursement, please include a progress report and a project completion report. Feel free to call me at (304) 558-5435 if you have any further questions on this matter.

Respectfully yours,

Melissa Garretson Smith
Executive Director

Public Service Commission of West Virginia

25

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323



Phone: (304) 340-0300
Fax: (304) 340-0325



March 8, 2018

To: ALL WV COUNTY COMMISSIONS,
ALL LOCAL EXCHANGE CARRIERS
and ALL PROVIDERS OF COMMERCIAL MOBILE RADIO SERVICE

RE: GENERAL ORDER NO. 187.52
In the matter of Rules Governing E-911 Fees,
150 C.S.R. Series 25, to provide further guidance
regarding E-911 fee requirements.

Enclosed is a copy of a Commission order issued today in the above-styled proceeding.

If you have provided an email address you will automatically receive notifications as documents are filed in this proceeding. The email notifications allow recipients to view a document within an hour from the time the filing is processed. If you have not provided your email address, please send an email to caseinfo@psc.state.wv.us and state the case number in the email subject field.

General reminder - if you submit any additional documents - in addition to filing an original and twelve copies of all documents with the Commission, you are required to **mail** a copy to all other parties of record. Please note - the Public Service Commission does not accept electronic filings.

Sincerely,


Ingrid Ferrell, Director
Executive Secretary Division

IF/jn
Enc: Order

26

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 8th day of March 2018.

GENERAL ORDER NO. 187.52

In the matter of Rules Governing E-911 Fees,
150 C.S.R. Series 25, to provide further guidance
Regarding E-911 fee requirements.

COMMISSION ORDER

The Commission promulgates proposed amendments to Rules 10 and 11 of the Commission's Rules Governing Emergency Telephone Service (Emergency Telephone Service Rules), 150 C.S.R. Series 25.

BACKGROUND

On every odd year, pursuant to the Commission's Emergency Telephone Service Rule 11 and as directed by W. Va. Code §24-6-6b(c), the Commission conducts an audit of the wireless enhanced 911 (E-911) fee. The Commission recalculates the E911 fee so that it is the weighted average rounded to the nearest penny, as of the first day of March of the respecification year, of all of the E-911 fees imposed by the Counties which have adopted an E-911 ordinance. If the weighted average of the E-911 fee exceeds the \$3 per month statutory wireless E-911 fee, the wireless E-911 fee must be increased to the weighted average of the E-911 fees but never increased more than twenty-five percent of the wireless E-911 fees at the beginning of the respecification year.

In previous years, the weighted average of the E-911 fees has been below the statutory wireless E-911 fee until 2017. The annual data received by Commission Staff showed that the total number of landline subscribers has trended downward over time. Because of this trend, the E-911 fee increased last year and is likely to continue to increase in the future. The Commission, therefore, anticipates future E-911 fee increases.

During the 2017 respecification year, the Commission reviewed Rule 11 of the Emergency Telephone Service Rules and concluded that rule revisions were required to establish a reasonable timeline for the data submission to the Commission from the local exchange carriers (LECs) and submission of Staff calculations. The Commission intends to issue its order respecifying the fee as soon as possible after receipt of the Staff calculations. This will facilitate the timely receipt of information by the CMRS providers for billing purposes. The Commission has initiated this rulemaking to propose a timeline

for the submission of data. This Order explains the reasons for the revisions to Emergency Telephone Service Rules 10 and 11 and also provides public notice and establishes a comment period.

DISCUSSION

In order to conduct its audit of the E-911 fee, the Commission sends out an annual notice to the LECs at the end of February or beginning of March requesting the information from the preceding year. Consistent with W. Va. Code § 24-6-6b(d)(1), the Commission directs the LECs to file the subscriber information with the Commission no later than June 1st. In an odd numbered year, if the weighted average of the E-911 fee exceeds \$3, the Commission Staff recalculates the fee.

When the Commission recalculated and increased the E-911 fee last year, the General Order that increased the wireless E-911 fee issued approximately ten days before the effective date of the E-911 fee. We believe that the ten-day period may not have provided some of the CMRS providers sufficient time to apply the E-911 fee to bills rendered on and after the effective date of July 1, 2017. Although W. Va. Code § 24-6-6b(d)(1) states that LECs should file the data no later than June 1st of each year, the Commission proposes an earlier submission date. This will expedite recalculation of the E-911 fee and allow the Commission to notify the CMRS providers of the respecified E-911 fee sooner in a timelier manner.

Attached as Attachment A are proposed changes to the current rules governing the respecification of E-911 fees. The changes proposed include:

Rule 10.1. The current rule 10.1 requires LECs to submit, by no later than February 15, 1998, to the Telecommunications Section of the Commission's Utilities Division line counts, by county, as of January 1, 1998.

The proposed Rule 10.1 will require LECs to submit, by no later than April 7 of each year, the line counts and E911 fees, by county, as of March 1 of that year. This information is necessary for Commission Staff to calculate the E911 fee and the submission date corresponds with the proposed submission dates in Rule 11.

Rule 10.3 will be deleted because this requirement is stated in Rule 10.1.

Proposed rule 11.1. deletes "beginning in 1999" because it is unnecessary.

Proposed Rule 11.1 specifies that the Commission calculation of the respecified E911 fee will occur in odd numbered years.

Rule 11.2. The current Rule 11.2 requires the Commission to notify each CMRS provider of the E-911 fee on or before November 1 of the respecification year. This language should be deleted because the November 1 deadline is four months after the July 1 effective date for the respecified E-911 fee.

Proposed Rule 11.2 requires Commission Staff to provide notice, on February 1 of the respecification year, to each LEC to submit its data from the preceding year. The Commission will also require each LEC to submit the information to the Commission on or before April 7 instead of June 1 of the respecification year. In previous years, Commission Staff notified the LECs at the end of February or beginning of March to submit this information by June 1.

Rule 11.3. The current Rule 11.3 is renumbered to proposed Rule 11.5.

Proposed Rule 11.3 requires Commission Staff to make its calculations and recommendations regarding whether the E-911 fee needs to be respecified by May 7. The Staff recommendation will be filed with the Commission and submitted to each registered CMRS provider.

Proposed Rule 11.4 provides that the Commission will enter the biennial General Order establishing the E-911 fee, as soon as possible, before the July 1 effective date.

Rule 11.5. The current Rule 11.3 is renumbered as proposed Rule 11.5. No substantive changes are made to the rule.

The purpose of all of the proposed date changes is to accomplish data collection, Staff recalculation and Commission notice to CMRS providers well in advance of the July 1 effective date for future respecification years. For example, in 2019, under this new approach, the Commission will send out a notice to each LEC on February 1, 2019. The notice will require each LEC to file its data with the Commission by April 7, 2019. This includes the actual E-911 fees established by county ordinances as of March 1, 2019. On May 7, 2019, Commission Staff will provide the Commission and the registered CMRS providers its recommendation on whether the E-911 fee needs to be respecified. If the E-911 fee needs to be respecified, the Commission will enter a General Order before the July 1, 2019 effective date.

Request for Comments and Notice:

The Commission will direct its Executive Secretary to provide notice of the proposed rule changes by publishing the attached notice once in a newspaper of statewide circulation. Interested parties may file initial comments on or before 4:00 p.m., April 9, 2018, and may file reply comments on or before 4:00 p.m., May 9, 2018.



FINDING OF FACT

The current notice, data collection and Staff report timeline in Rules Governing E-911 fees do not provide the CMRS providers with sufficient notice regarding the respecified E-911 fee before it becomes effective.

CONCLUSION OF LAW

The Commission should promulgate proposed amendments to its Rules governing E-911 fees to revise certain deadlines and to provide notice, and an opportunity for interested parties to file written comments.

ORDER

IT IS THEREFORE ORDERED that the attached Rules Governing Emergency Telephone Service (Emergency Telephone Service Rules), 150 C.S.R. Series 25, are promulgated as proposed rules for comment. Attachment A reflects the blackline changes and Attachment B is the clean version.

IT IS FURTHER ORDERED that the Executive Secretary of this Commission file a copy of the text of the proposed rules with the required forms with the office of the West Virginia Secretary of State.

IT IS FURTHER ORDERED that the initial comments concerning the attached proposed rules shall be filed with the Public Service Commission on or before 4:00 p.m. April 9, 2018. Reply comments will be due by 4:00 p.m., May 9, 2018. All comments filed in this matter should be submitted to Ingrid Ferrell, Executive Secretary, P.O. Box 812, Charleston, WV 25323, and specifically address a proposed rule change.

IT IS FURTHER ORDERED that the Executive Secretary shall cause a copy of the attached notice as Attachment C to be published once in a newspaper of statewide circulation.

30

IT IS FURTHER ORDERED that the Commission's Executive Secretary shall mail a copy of this Order to each County Commission, local exchange carrier and provider of commercial mobile radio service.

A True Copy, Teste,

Ingrid Ferrell

Ingrid Ferrell
Executive Secretary

MFP/sc
GO187.52

CONTRACT ADMINISTRATION NOTES
MILLSITE RUN SOUTH '16 TS
CURRY PARK, UPSHUR COUNTY

September 2017 Lynch Hardwoods has been selected to log the Millsite Run South Timber Sale. Walked the timber sale and road locations with Willie Lynch and discussed timber sale requirements.

October 2017 Met with NWHD and discussed landing location. An alternate landing location has been chosen. Landing will be moved above existing dirt road. Original options were to put landing at edge of property above stream or move landing in ~400-500' to a spot where stream is not an issue. This compromise also represents my original landing location.

October 2017 Lynch dozer moved in and lower loop road has been built.

November 2017 Change of plans. Lynch Hardwoods has pulled out. NWHD will be looking for another logger.

January 2018 Theo Chidester will be the logger.

2/06/18 Equipment is being moved in. Several complaints from and generated by one individual. Complaints began when equipment was unloaded from the lowboy and equipment was walked down the county road to the landing. Complaint was that the logger could not do that. Lumber was laid down on top of the pavement in front of the library to protect the pavement. No apparent damage observed. Met with Tim Key NWHD and Theo Chidester logging contractor. Discussed road and landing construction and skid roads. Authorized extra tree to be cut to straighten out approach to landing. They are using an excavator to build road and ditch for drainage. Also installed a 50' culvert at road junction with 2 loads of 3" stone. They are using hay bales on both sides of the Davis county road to filter sediment out of water draining out of new road. They will be using a combination of mats and stone to set up haul road. They are concerned about the number of springs.

2/12/18 Road and landing are set up and they are building skid roads. Using excavator to install culverts. A spring at junction existing dirt road and new skid road is creating drainage problems. A spring ~150' off of landing (above old spring area) is beginning to create problems. Over the weekend a major storm flooded the county road stream crossing and washed away mulch and seed which they had placed on edges of the Davis county road.

2/20/18 Theo requested a change in road location for access to bench above the landing. Lay out alternate road to bench above landing. Problem spring is near new road junction.

Problem at junction of existing dirt road and new skid road has been solved by installing a culvert with mats over top of the culvert and road(s). Northwest Hardwoods has put down a tremendous amount of 3" stone on haul road and 2-3 loads of 1" stone on the Davis county road. DOH has been applying 1" stone in soft areas of the Brooks Hill county road.

2/28/18 Theo is having drainage problems at landing and at spring area. I recommended that he build road up at landing and over spring area plus drainage ditch. With higher road and deeper ditch, water will eventually drain out and road will solidify. For other drainage problem, I recommended that he build a short tie-thru road between 2 roads and eliminate a portion of road with numerous springs.

3/08/18 Snowing and blowing. ~ 3 inches snow on ground, poor visibility, and difficult to control trees with current winds. It appears that Theo's water problem at the landing has been solved.

3/12/18 Theo is operating. Skid road at landing has been raised by 3' then covered with mats. He also dug a deeper ditch. This combination has solved the problems at the landing. At 250' out from landing and beyond, road is relatively dry and solid. Haul road has also become solid. Tie-thru road has been built and use of this road will eliminate problems with springs. Lower portions of the timber sale will need to be logged later in the spring after hill and roads have dried out.

3/16/18 Morning – ground is frozen and they are working with no issues. Afternoon – ground is beginning to thaw out on the surface as temperatures warm up and sun hits the roads. We discussed what to do with weather change forecast – warmer temperatures with melting snow and thawing ground and potential rain. They'll just have to wait out the weather rather than make big messes which become big problems.



Upshur County Sheriff's Financial Statement

For Period Ending: February 2018

33

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 350,079.00	\$ 1,154,917.78	\$ (537,732.06)	\$ 967,264.72
FUND - 002 COAL SEVERANCE TAX FUND	\$ 62,842.45	\$ 1.82	\$ (2,500.00)	\$ 60,344.27
FUND - 003 DOG AND KENNEL FUND	\$ 46,583.01	\$ 22,532.77	\$ (30,992.00)	\$ 38,123.78
FUND - 004 GENERAL SCHOOL FUND	\$ 36,649.09	\$ 2,645.75	\$ -	\$ 39,294.84
FUND - 005 MAGISTRATE COURT FUND	\$ 6,249.97	\$ 1,030.50	\$ (21.00)	\$ 7,259.47
FUND - 006 WORTHLESS CHECK FUND	\$ 136,582.33	\$ 351.05	\$ -	\$ 136,933.38
FUND - 007 E-911 FUND	\$ 499,202.21	\$ 177,950.88	\$ (200,769.74)	\$ 476,383.35
FUND - 008 HOME CONFINEMENT FUND	\$ 51,027.25	\$ 5,337.78	\$ (21,583.46)	\$ 34,781.57
FUND - 013 CURRY PARK FUND	\$ 74,915.40	\$ 1.62	\$ (20,226.59)	\$ 54,690.43
FUND - 015 CURRY LIBRARY FUND	\$ 75,433.23	\$ 97.24	\$ (1,272.09)	\$ 74,258.38
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 17,600.23	\$ 4,645.11	\$ (7,450.13)	\$ 14,795.21
FUND - 020 WIRELESS E-911 FUND	\$ -	\$ -	\$ -	\$ -
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 36,213.02	\$ 17,428.76	\$ (7,218.52)	\$ 46,423.26
FUND - 039 COAL REALLOCATION FUND	\$ 172,656.27	\$ 1.33	\$ -	\$ 172,657.60
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 1,101,343.68	\$ 44.49	\$ (17,428.76)	\$ 1,083,959.41
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 218,062.49	\$ 40,602.77	\$ (43,419.45)	\$ 215,245.81
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,224,454.36	\$ -	\$ -	\$ 1,224,454.36
FUND - 059 CONCEALED WEAPONS FUND	\$ 26,419.91	\$ 2,160.68	\$ (2,484.89)	\$ 26,095.70
FUND - 063 VOTER'S REGISTRATION FUND	\$ 4,881.19	\$ 95.26	\$ -	\$ 4,976.45
FUND - 071 JURY FUND	\$ 15,289.63	\$ -	\$ (249.63)	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRGMT INVESTIGATION FUND	\$ 2,149.99	\$ 40.02	\$ -	\$ 2,190.01
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 35,375.16	\$ -	\$ (7,585.47)	\$ 27,789.69
FUND - 079 SPAYING & NEUTERING FUND	\$ 47,428.57	\$ 2,250.00	\$ (100.00)	\$ 49,578.57
FUND - 080 COMM. CORR. FUND	\$ 186,027.97	\$ 15,712.90	\$ (26,361.74)	\$ 175,379.13
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ 9,264.00	\$ (9,264.00)	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 5,960.00	\$ -	\$ -	\$ 5,960.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 41,519.00	\$ (41,519.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 693.83	\$ (693.83)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 100.00	\$ (100.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 200.00	\$ (200.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 790.00	\$ (790.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 11,122.36	\$ (11,122.36)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ 540.00	\$ (540.00)	\$ -
FUND - 364 TAX LIEN FUND	\$ 208,668.36	\$ 13,737.05	\$ (32,868.63)	\$ 189,536.78
FUND - 365 DELQ & NONENT LAND	\$ 77,327.78	\$ -	\$ -	\$ 77,327.78
FUND - 366 BOARD OF HEALTH FUND	\$ 345,748.20	\$ 16,128.56	\$ (25,169.94)	\$ 336,706.82
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 527.50	\$ 545.50	\$ (527.50)	\$ 545.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 865,277.74	\$ (865,277.74)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 438,283.03	\$ (438,283.03)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 126,005.94	\$ (126,005.94)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 15,120.69	\$ (15,120.69)	\$ -
FINAL TOTALS	\$ 5,065,704.35	\$ 2,987,176.21	\$ (2,494,878.19)	\$ 5,558,002.37
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 6,901,749.43	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (4,449,122.60)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 3,103,625.54			
NET BANK BALANCE	\$ 5,556,252.37			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 5,558,002.37			

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

David H. Coffman
Sheriff & Treasurer, Upshur County

03/16/2018



Upshur County Sheriff's Financial Statement

For Period Ending: February 2018

Bank Balance Listing

34

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 267,169.98	\$ (5,517.28)	\$ 623,972.67	\$ 885,625.37
	COAL SEVERANCE-MMA	\$ 55,844.27	\$ -	\$ -	\$ 55,844.27
	E-911 -MMA	\$ 472,674.26	\$ -	\$ 945.00	\$ 473,619.26
	CURRY PARK-MMA	\$ 52,690.43	\$ -	\$ -	\$ 52,690.43
	CURRY LIBRARY-MMA	\$ 72,258.38	\$ -	\$ -	\$ 72,258.38
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 173,062.36	\$ -	\$ 40,183.45	\$ 213,245.81
	CONCEALED WEAPONS	\$ 25,725.70	\$ (175.00)	\$ 545.00	\$ 26,095.70
	GENERAL TAX ACCOUNT-MMA	\$ 1,768,747.76	\$ (2,094,869.21)	\$ 326,121.45	\$ -
	BOARD OF HEALTH-MMA	\$ 295,948.05	\$ -	\$ 758.77	\$ 296,706.82
	UPSHUR CO. FIRE FEE-IBCK	\$ 14,387.96	\$ -	\$ 407.25	\$ 14,795.21
	WIRELESS E-911 FUND-IBCK	\$ -	\$ -	\$ -	\$ -
	UP CO COAL REALLOCAT-IBCK	\$ 172,657.60	\$ -	\$ -	\$ 172,657.60
	EMPLOYEE BENEFITS-IBCK	\$ 1,083,959.41	\$ -	\$ -	\$ 1,083,959.41
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,190.01	\$ -	\$ -	\$ 2,190.01
	COMMUNITY CORR. FUND-IBCK	\$ 175,382.51	\$ (3.38)	\$ -	\$ 175,379.13
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 15.00	\$ (15.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 172,144.19	\$ (151,762.39)	\$ -	\$ 20,381.80
	TAX CLEARING ACCOUNT	\$ 17,261.31	\$ (28,101.85)	\$ 10,840.54	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 21,290.15	\$ (1,290.15)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 83,403.10	\$ (23,895.55)	\$ -	\$ 59,507.55
	COAL SEVERANCE-CKNG	\$ 7,000.00	\$ (2,500.00)	\$ -	\$ 4,500.00
	DOG & KENNEL-CKNG	\$ 38,135.78	\$ (12.00)	\$ -	\$ 38,123.78
	GEN. CO. MISC-CKNG	\$ 46,554.31	\$ -	\$ -	\$ 46,554.31
	WORTHLESS CHECK FUND-CKNG	\$ 136,933.38	\$ -	\$ -	\$ 136,933.38
	E-911 -CNKG	\$ 2,796.59	\$ (32.50)	\$ -	\$ 2,764.09
	HOME DETENTION-IBCK	\$ 34,781.57	\$ -	\$ -	\$ 34,781.57
	CURRY PARK-CKNG	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	CURRY LIBRARY-CKNG	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	VOTER'S REGISTRATION-IBCK	\$ 4,976.45	\$ -	\$ -	\$ 4,976.45
	JURY-CKNG	\$ 16,265.97	\$ (1,225.97)	\$ -	\$ 15,040.00
	SPAY.& NEUTER. DEP. FUND	\$ 49,678.57	\$ (100.00)	\$ -	\$ 49,578.57
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ 9,264.00	\$ (9,264.00)	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 5,960.00	\$ -	\$ -	\$ 5,960.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 17,291.80	\$ (21,921.00)	\$ 4,629.20	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 535.00	\$ (690.00)	\$ 155.00	\$ -
	STATE POLICE FUND-CKNG	\$ 720.00	\$ (790.00)	\$ 75.00	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 3,479.24	\$ (2,098,348.45)	\$ 2,094,869.21	\$ -
	TAX LEIN FUND-CKNG	\$ 192,243.72	\$ (2,706.94)	\$ -	\$ 189,536.78
	DELQ & NON-ENTERED LAND	\$ 77,327.78	\$ -	\$ -	\$ 77,327.78
	BOARD OF HEALTH-CKNG	\$ 25,901.93	\$ (5,901.93)	\$ -	\$ 20,000.00
	WVDSRF-CKNG	\$ 422.50	\$ -	\$ 123.00	\$ 545.50
	BANK TOTAL	\$ 5,603,082.12	\$ (4,449,122.60)	\$ 3,103,625.54	\$ 4,257,585.06
PROGRESSIVE BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 1,224,454.36	\$ -	\$ -	\$ 1,224,454.36
	EE HEALTH CARE REIMB FUND	\$ 46,423.26	\$ -	\$ -	\$ 46,423.26
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 27,789.69	\$ -	\$ -	\$ 27,789.69
	BANK TOTAL	\$ 1,298,667.31	\$ -	\$ -	\$ 1,298,667.31
SUMMARY:					
	TOTAL ALL BANKS	\$ 6,901,749.43	\$ (4,449,122.60)	\$ 3,103,625.54	\$ 5,556,252.37
	PETTY CASH / CASH DRAWERS			\$	\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND			\$	\$ -
	GRAND TOTAL			\$	\$ 5,558,002.37



Walk with a Doc Program to Begin March 26th

St. Joseph's Hospital will launch its "Walk with a Doc" program on Monday, March 26th.

Led by a St. Joseph's Hospital provider, the walk will begin with a brief health-related discussion followed by a 20-minute walk.

The first session will be led by Dr. Joseph Reed with an orientation and a "Spring Check-Up on New Year's Resolutions" discussion.

The walk will begin at the Helipad behind St. Joseph's Hospital Med Plaza, Building A and is free and open to the public.

Walks will continue every other Monday through the fall.

For more information, call [304-473-2066](tel:304-473-2066).

Please note new email address below.

/ **Lisa A. Wharton**

Vice President of Marketing, Public Relations & Foundation

WVU Medicine – St. Joseph's Hospital

1 Amalia Drive

Buckhannon, WV 26201

(O) 304-473-2138

(F) 304-473-2145

Lisa.Wharton1@wvumedicine.org

www.stj.net



Fw: "O Snap" Recipe Contest - Please share

People

On Friday, March 9, 2018 12:39 PM, Green Bean
<greenbeanday@hotmail.com> wrote:

In expectation of warmer weather, fresh foods and the *Third Annual Green Bean Celebration* we are inviting foodies everywhere to participate in our first-ever recipe contest, "O Snap!" As far as vegetables go, we are big fans of green beans. They're versatile, inexpensive, and pack a nutritional wallop with vitamin C, potassium, and fiber. Did we mention that they're delicious, too?

The "O Snap!" Green Bean Recipe contest is open to all residents of Upshur County and the winner will receive an Oster 5-quart steamer for cooking healthy and delicious meals at home. The winning recipe prepared by Chef Jonathan of St. Joseph's Hospital will be served at a public tasting at the hospital. Using one quart of beans, entries are judged on taste, ease of preparation, cost, and healthy choices. Please be sure to list the quantity and cost of each item.

Participation in the contest constitutes full and unconditional acceptance of these rules and the decisions of the Green Bean Celebration committee along with permission to publish your entry. All entries become the property of the Green Bean Celebration committee. The contest begins on March 1, 2018, and ends on April 10th at midnight. Entries that are submitted after the contest period will be disqualified.

The *Annual Green Bean Celebration* is a grass-roots effort to promote volunteerism, healthy nutrition, agriculture, and to help stock the Parish House pantry with fresh green beans. *The 2018 Green Bean Stroll/Walk is August 11th*. Please consider planting extra green beans in your summer garden to donate to the Parish House and help stamp out hunger in our community.

To enter the contest send your complete recipe along with your name, address, telephone number and email to GreenBeanDay@hotmail.com or mail to Green Bean Celebration, O Snap!, c/o P.O. Box 181, Buckhannon, WV 26201 before the deadline.

For more information about Green Bean Day, or to tell us about your project to gather green beans for the Parish House, please

call Dr. Joseph Reed at 304-472-2146 or Maria Bray at 304-997-5110.



37

Notice of Monthly Meeting Upshur County Farmland Protection Board

Location: West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV
Date: March 15, 2018
Time: 2:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: February 15, 2018

BUSINESS ITEMS – Discussion/Update/Action

- MH easement – closing date, settlement statement
- Form 990 -update
- Annual audit for 2017
- Program administration

FINANCIAL MATTERS – Discussion/Update/Action

- FY 17 Financial Spreadsheet
- Checking Account - Bank Statement Balance --- \$ _____
- CD Balance --- \$ _____
- WVMM Balance --- \$ _____
- Transfer Tax Deposit/Credits --- \$ _____
- Interest Earned – Checking _____, CD _____, WVMM _____
- Payment of Bills / Invoices ---
 - Saddleback Services - \$862.00
 - Anna Ziegler -
 - Hymes & Coonts -

OTHER BUSINESS

DATE OF NEXT MEETING

ADJOURNMENT

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, March 20, 2018

Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---February 20, 2018

Public Questions/Comment Period

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

- Cumulative report
- Unpaid fees list

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 02/28/2018---\$139,615.81
- Disbursement from Chief Tax Deputy for February---TBD prior to meeting.

Payment of Bills/Invoices

- Software Systems-Invoice # 31353---\$269.00---Maintenance Charge February
- Ferrari & Associates, PLLC-Invoice # 0001023-Audit Year ending June 30, 2017-\$2520.00
- Hart Office Solutions---Invoice # 155295---contract coverage 2/20/18 to 5/19/18---\$141.75
- State Auditor's Office---Invoice # 18023---FY 2017 Audit---\$202.00

Review and Approval of Request from Mapping and Addressing Office to include inserts in 2018 Fire Fee Statements

Review and Approval of Corrective Tickets and Exonerations

Review and Approval of second disbursement to VFDs

Other Items/Matters to Consider

Date of Next Meeting---April 17, 2018---Adjournment

38

Special Session of City Council of Buckhannon –5:30 p.m. in Council Chambers: Meeting Agenda for Thursday, March 29, 2018

- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - A.3 Mayor's Greeting
- B. Recognized Guest
 - B.1 James Powell-Loudin Insurance
- C. Strategic Issues for Discussion and/or Vote
 - C.1 Liability and Auto Insurance Renewal
- D. Executive Session Per WV Code § 6-9A-4
 - D.1 Interview Candidates for the Position of Probationary Firefighter
- E. Adjournment

Rev. POSTED 03/19/18

Lay the Levy: City Council of Buckhannon – 9:00 am in Council Chambers Special Meeting Agenda for Tuesday, April 17, 2018

A. Call to Order

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

B. Lay the Levy

B.1 Third Tuesday in April: All Levy Estimate (Budgets) must be finally approved by the state auditor's office no later than the third Tuesday in April. Council will reconvene on the third Tuesday in April to hear and consider any objections made orally or in writing by the prosecutor, state auditor or his representative, or by any taxpayer. Council shall consider the proposed original estimate and the proposed rates of levy and if the objections are well taken, council shall correct the estimate and levy. "No such estimate and levy, however, shall be entered until the same shall have first been approved, in writing by the state auditor." The recorder enters the estimate and levy, the order of the council's approval, and written approval of the state auditor in the proper record book.
W.Va. Code § 11-8-10a

C. Adjournment

Posted 03-16-2018

Elkins Road Public Service District
Board of Directors' Regular Meeting
February 6, 2018

41

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, February 6, 2018.

Chair, Carey Wagner, called the meeting to order at 5:30 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas, Billing Clerk-Sharon Burr, System Operator-Dave Wamsley

Unless otherwise stated all motions passed by vote 3-0.

Recognize that five (5) customers were present.

APPROVAL OF MINUTES

Minutes of January 9, 2018 Regular Monthly Meeting were presented for approval. **Sonny Matthews moved to approve the minutes of the meetings as presented. Larry Heater seconded the motion. Motion carried**

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. **Sonny Matthews made a motion to approve financial report and pay the bills to date. Larry Heater seconded the motion. Motion carried**

WVRWA ANNUAL BUSINESS MEETING

Sonny Matthews made a motion to appoint Carey Wagner as our voting delegate for the upcoming meeting in Charleston. Larry Heater seconded. Motion carried

PHASE III EXTENSION PROJECT

On February 1, 2018 at a presentation in Charleston, the Upshur County Commission was awarded the balance of the 1.5 Million Dollar Small Cities Block Grant (SCBG) money, in the amount of \$1,216,566.00, for the Elkins Road Public Service District's Phase III Extension Project.

Region VII sent a request for payment of invoice for CTG from SCBG. **Sonny Matthews made a motion for approval to pay. Larry Heater seconded the motion. Motion carried**

Elkins Road Public Service District
Board of Directors' Regular Meeting
February 6, 2018

MAINTENANCE

Dave Wamsley, System Operator, presented his Maintenance Report for January. Discussion followed on ways to continue to lower unaccounted water loss as well as all the leaks we have encountered since the weather has been so cold.

There being no further business, **the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater.** Meeting adjourned at 6:00 p.m.

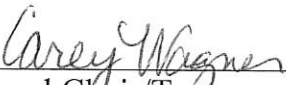
The next regular monthly meeting will be held on Tuesday, March 6, 2018 at 5:30 p.m.

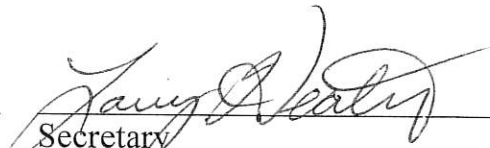
Respectfully submitted:


ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda
Sign In Sheet
Financial Report

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Note: Recorded Meeting

Adrian Public Service District
February 08, 2018

Monthly Board Meeting



Present from Adrian PSD were: Paul Spencer, Philip Petrosky, Eric Brunn, Lindsey Woody and Nina Monroe. Visitors (see attached sing in sheet)

All motions are unanimous unless otherwise noted.

The meeting was called to order at 10:00 am by Chairman Spencer.

Minutes of the January 11, 2018 meeting were read. Motion to accept as read was made by Phil, second by Paul.

Minutes of January 18, 2018 Phase 7 Progress meeting were read. Motion to accept as read was made by Phil, second by Paul.

Invoices were presented – Motion to pay was made by Phil, second by Paul.

Old Business

- Phase VII – Both tanks have been bac t tested and are in service
- Phase VIII – Nothing new to report
- Pickens Extension - Several people have signed user agreements and paid tap fees
- Buckhannon Water Board meeting – Our request to increase purchase agreement is on the agenda for the meeting being held at 4:00 this evening. Nina and Lindsey will attend to answer any possible questions.
- Strader complaint case – The PSC has granted a 120 day extension. WV DOH will be doing ditching and we can possibly get them to clean out the culvert. The February 6th hearing was cancelled.

New Business

- Adrian VFD – Tyvonne Gibson and Rick Harlow – Adrian VFD has new ISO rating 44Y. They are wanting to maintain and improve on the rating. They would like to have hydrants in some areas which do not have easy access to hydrants. They will provide a map with their requests with an order of preference. They meet the second Tuesday of each month at 7:30 pm at the fire house.
- WVRWA Annual Business Meeting – Motion for Nina to attend the meeting as a delegate was made by Phil, second by Paul. The meeting is March 21st at the Charleston Town Center Marriott.
- Tetrick & Bartlett – Annual Audit Agreement – Motion to accept was made by Phil, second by Paul.

Maintenance – Eric

Both pumps are now working at pump station No 1 – new shaft seal

Both pumps are now operational at pump station No 2 – new motor – Repaired PS No 2 pump chamber at the shop

Repaired 8' split on 6" line near PS No 1

Office – Nina

Business as usual

The meeting adjourned at 12:30. Next regular meeting will be March 08, 2018.

Board of Directors

Paul Spencer

Paul Spencer, Chairman

Don B. Killingsworth, Vice Chairman

Philip L. Petrosky

Philip L. Petrosky, Sec., Treas.

Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
February 12, 2018

Vice-Chair Jacqueline (Jackie) McDaniels in behalf of Chair Joyce Harris-Thacker called the meeting to order in the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 PM on February 12, 2018.

Present at the meeting were: Joyce Harris-Thacker (arrived just after the meeting began), Jacqueline (Jackie) McDaniels, Mary Gower, G. Paul Richter, James S. "Jay" Hollen, III and Director Burl Smith. There was one guest, Jeff Wamsley, supervisor of the City of Buckhannon Waste Collection Department.

Minutes of the January 8, 2018 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes by Paul and second by Jay. Motion carried. The minutes were signed by the Director and Chair.

The Financial Report was presented by the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering January, 2018 were presented. The ending balances for the accounts are as follows:

- | | |
|---------------------|--------------|
| • REAP Account | \$ 1,282.00 |
| • SWMB Account | \$ 6,600.00 |
| • Money Mkt Account | \$ 19,531.57 |
| • Operating Account | \$ 15,051.17 |

A motion to accept by Paul and seconded by Jay. Motion carried.

Director's Report:

Burl Smith presented a written copy of the Director's Report for the Period of January 9, 2018, to February 12, 2018, a copy of which is attached as part of the minutes. Additionally, Burl noted that some items he had been working on will be covered under Old and New Business.

Recognition of Guests:

Jeff Wamsley explained the December 2017 City of Buckhannon Recycling Report and also informed the Board of the 96 gallon residential bin plans to be implemented in April.

Old Business:

- **FY 2018 SWMB Grant, Direct Mailing Discussion** – Burl noted that he had taken the brochure to Ralston Press for formatting and that he had begun work on the US Postal Service EDDM paperwork.

- **April Make-It-Shine Discussion** – The plans were discussed for the Poster Contest and the Buckhannon Rotary presentation on March 27. More detail will follow at the March meeting concerning proclamations by the City and the County.


New Business:

- **Audit for FY 2017** – Burl presented the draft copy of the Audit as performed on January 30th. The only issue was segregation of duties, which is a recurring issue due to the small staff. A motion by Jay to authorize the Chair to sign the documents requested by the auditor. Second by Mary. Motioned carried.
- **FY 2018 SWMB Grant Semi-annual Report** – Burl had prepared the report which requires the Chair's signature for submittal. Motion by Jay to authorize the Chair to sign the report. Second by Mary. Motion carried.

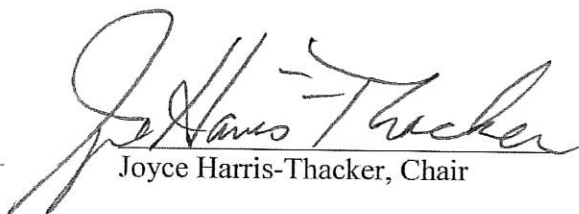
Board Member Items: None

With no further business, the meeting adjourned at 4:50 PM.

Respectfully Submitted,



Burl J. Smith, Director
February 12, 2018



Joyce Harris-Thacker, Chair

(Original Signature Copy to be maintained in the UCSWA Office)

The Director's Report is attached on Page 3 of 3.

(49)

UPSHUR COUNTY SOLID WASTE AUTHORITY

DIRECTOR'S REPORT---Burl Smith

Period from January 9, 2018 to February 12, 2018

Activities include:

- Prepared and distributed by email the minutes of the 1/8/18 meeting.
- Checked upshurwa@yahoo.com email daily.
- Checked mail at Post Office 2 or more times per week.
- Received and deposited SWMB Assessment check (\$2066.72) on 1/22/18.
- No Upshur County Magistrate Court checks during this time period.
- Received monthly bank statements on the four accounts and reconciled balances. Everything is okay for January, 2018. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts. The REAP Account had the 1st installment deposited on 1/18/18 in amount of \$1182.00.
- Prepared checks for payment of bills.
- Cleaned office.
- Prepared Agenda and meeting package for the 2/12/18 meeting. Posted Agenda on the office window and emailed to various agencies, press, etc., one week before the meeting.
- Pickup of litter at Crossroads Recycling Center was done one time this month.
- Scheduled for January 30th the FY 2017 Audit and it was performed by Bill Lemons of our auditor, Balestra, Harr & Scherer, CPA's. The completed audit should be available by 2/15/18. Draft audit items will be discussed at the 2/12/18 meeting.
- Scheduled the Rachel's Challenge event at BU High School for May 9th.
- Scheduled a presentation to Buckhannon Rotary of April Make It Shine for Tuesday, March 27th.
- Prepared the Semi-annual Report for the SWMB FY 2018 Grant. It is to be signed by the Chair at the 2/12/18 meeting.
- Worked with Lamar advertising for the billboard on Route 33 for April 1018. Gave go ahead for the project.
- Began work on the EDDM mailing to take place for the month of April promotion of Make It Shine. This is to be paid by SWMB Grant funds.

Thanks---Burl

UPSHUR COUNTY SENIOR CENTER

47

Upshur County Senior Center
Board of Directors
Minutes: February 14, 2018

Call to order: Meeting called to order by President, Billy Marsh

Roll Call: Allen Cook

Those attending: Billy Marsh, Bill Marsh, Jean Howard, Joy Shingleton, Tim Rock, Terry Cutright, Allen Cook.

Approval of Minutes:

- Joy Shingleton moved to approve the December minutes. Jean Howard seconded. The motion passed unanimously.

Previous Business:

-The insurance deductible for the building was discussed. Terry Cutright moved to increase the deductible to \$1,000. Joy Shingleton seconded the motion. The motion passed unanimously.

New Business:

- Allen introduced (new employee) Cheryl Warner, RN to the Board.
- Allen Cook tendered his resignation as director, effective February 28, 2018. Terry Cutright move to accept the resignation. Jean Howard seconded. The motion passed unanimously.
- The hiring process for a new executive director was discussed.
- Billy Marsh asked if any Board members would consider taking over the position of President of the Board. After a discussion, the request was tabled.

Miscellaneous/Other:

-Allen, Bobbi, and Cheryl led a discussion on the most recent Personal Care monitoring. The findings were discussed, including an expected payback for incomplete/erroneous documentation (by a former employee).

-The meeting was adjourned.

48

UPSHUR COUNTY YOUTH CAMP BOARD
February 15, 2018

The Upshur County Youth Camp Board met in regular session on Thursday, February 15, 2018 in the WVU Extension Office. The meeting was called to order by President Glen Hawkins at 6:30 pm. Board members present were Glen, Gini Croaf, Debbie Hull, Craig Presar and Thanna Wentz. Greg Woody did not attend.

The secretary's report was approved with the correction that the mini amphitheater was to be built behind the dining hall, not between the dining hall and cook's cabin. This motion was made by Debbie and seconded by Gini. The financial statement was approved as presented.

Old Business:

1. Craig will check again with WVU regarding the remainder of our CPG grant money
2. No one has heard anything about the impending Brownfield grant
3. A lengthy discussion was held regarding a draft of the Soil Conservation grant Tabitha has prepared for us.
4. Thanna has talked to Jim Mitchell about marking trees for harvest again. Jim is retired from the State now, so we would have to pay him (or anyone) a percentage of the income from the trees. Other conservationists mentioned to mark the trees were Nate Kennedy and Travis Miller. We also need to check with the DNR to see if they still have someone in this area doing this.
5. Craig, Glen and Thanna were present along with the Commissioners to have our picture taken being presented with a \$650.00 check from the Buckhannon Elks Club.

New Business:

1. The Board is scheduled to meet with the Commissioners on March 14 to discuss our budget for the upcoming year.
2. Glen announced that he would be having major surgery on March 15.

There being no further business, the meeting adjourned at 7:30 pm. The next meeting will be held in the Extension office on March 15 at 6:30 pm.

Thanna Wentz

249

Wes-Mon-Ty RC&D Board of Directors
February 20, 2018 - 10:00 A.M.
Weston Steer Steakhouse – Lewis County, WV

MEETING MINUTES:

Board Members Present: Don Headley, Joe Gumm, John Sencindiver, Donnie Tenney, Jane Collins, Joe Shaffer, James Nester, Robert True, Tim McDaniel, Scott Springer, and Jim McDonald; **Others Present:** Sigrid Teets

- President Sencindiver called the meeting to order at 10:02AM
- Pledge of Allegiance was led by J. Gumm
- A motion to approve the agenda was made by J. Shaffer, 2nd by J. Gumm; motion carried.
- Devotions – J. Sencindiver shared a story about Alex Haley
- Introduction of Guests – none present
- Report on Board Members – Ed Utterback was unable to attend; J. McDonald has had a long recovery from recent shoulder surgery
- A motion to approve the minutes of 1-23-18 was made by D. Headley, 2nd by J. Shaffer; motion passed.
- Treasurer's Report – R. True reported our account balances as of 1-31-18
 - ❖ CIG-2013: \$330.49
 - ❖ General funds: \$6785.20
 - ❖ CIG-2016: \$16753.58
 - ❖ Trail Project: \$992.45
 - ❖ NFWF: (-\$130.00)
 - ❖ WVCA FY-18: \$6375.00
- Correspondence – SAM renewal completed. BC Bank and Freedom Bank Statements received.
 - ❖ **Harrison County Master Gardener Event** will be held May 5, 2018 this year: S. Teets will explore fundraising options for either rain barrels and solitary bee houses. Collins moved to pay the \$20 vendor's fee to attend the event, 2nd by D. Headley, motion carried.

Committee Reports

- By-Laws Committee – no report; R. True will contact J. Foster to see about scheduling a committee mtg.

Old Business

- 319 project planning – D. Tenney has been spoken with Martin Christ (DEP) and they are still trying to schedule a meeting with the Upshur Co. Sanitarian to speak about field testing septic systems and septic system. R. True and T. McDaniel will contact Barbour Co. Sanitarian to attend our next Wes-Mon-Ty RC&D Board meeting.
- Wes-Mon-Ty RC&D Credit Card – S. Teets reported meeting with S. Springer to fill out application. It has been mailed and we are waiting for a reply from the credit card company.
- RC&D membership review – There was a discussion about the current membership and what to do when members fail to attend meetings.
- FY-19 WVCA Projects – S. Teets provided a spreadsheet which listed applications that were received for FY-19. A motion to approve the current list which totaled \$17575.00 was made by R. True, 2nd by J. Collins, motion carried. A discussion about possible pollinator education project followed. D. Tenney suggested better announcement of funding opportunities in the Wes-Mon-Ty RC&D area. It was also suggested that we extend our January 31st deadline for new applications.



New Business

- We reviewed Goal G: Improve Program Delivery. Because we are reviewing Goals and Objectives from 2017, J. Sencindiver appointed a committee to review the current goals and suggest new goals for 2018. Members appointed are: J. Collins, D. Headley, and J. Sencindiver (chairman). S. Teets will forward Mid-Atlantic teleconference and NRC&DC conference information.
- IRS 990-N annual filing has been completed by S. Teets.

Coordinator's Report

- 2016 – USDA-NRCS Conservation Innovation Grant –video editing completed. S. Teets is sharing video during WVU-Extension/Conservation District Dinner Meetings and requesting folks to sign-up to seed their own farm this spring. SF-425 quarterly financial report submitted. \$3700 reimbursement received. Ordered seed \$4200 from Welter Seed and Honey for April seeding.
- National Fish and Wildlife Foundation- "Pulling it Together" Grant – writing final report (due March 1, 2018)
- USDA – NRCS- Video Demonstrations – planning phase. S. Teets gave us a list of potential video topics.
- FY-18 West Virginia Conservation Agency – Payment #1 sent to all funded projects. Mid-year reports will be due March 15, 2018. S. Teets will send a reminder email to project leaders.

Agency and Organization Reports

- April 6, 2018 is the Grassland Contest this year at Jackson's Mill
- WV Assoc. of Conservation Districts next quarterly meeting is April 9-10, 2018 at Canaan Valley Resort
- J. Gumm recommended Brian Farkas, Louis Aspey, and Timothy VanReenan to represent WVACD on the NACD council.

Open Discussion

J. Gumm suggested that we organize a train ride during one of our summer meetings.

Next Meeting

March 20, 2018: TVCD office, Philippi, WV at 10:00am.