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Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: August 15, 2019

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• August 1, 2019
- 9:05 a.m. Kevin Campbell on behalf of Mountain Lakes Preservation Alliance ~ Discuss Buckhannon Riverfest 2019 - A Celebration of Our Water, an event to be held at Riverwalk Park on Saturday, August 31st, 2019 at 9:30 a.m.
- 10:30 a.m. Connie Priddy, MA, RN, MCCN, Compliance Officer, and Larreca Cox, AAS, NREMT-P, Quick Response Team (QRT) -- Discuss the Quick Response Team's activities and programs relating to drug use/addiction in the Huntington area.

Items for Discussion / Action / Approval:

1. Approval and signature of FY20 Community Corrections Day Report Center Grant (Project No. 20-CC-27) Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$161,500 to be used for the continued operation of a community corrections program in Upshur and Lewis Counties. *
2. Approval and signature of a Proclamation Recognizing the Importance of the Upcoming 2020 Census and Proclaiming the Establishment of a County Complete Count Committee. *
3. Review and approval of Performance Review Forms to be mandatory only for supervisors and employees that report to the Upshur County Commission. *
4. Approval and signature of an Inspection Agreement between Brewer & Company of WV, Inc. and Upshur County Commission for duress alarms. The contract has an initial term of a period of one (1) year from the date of signing at an annual sum of two thousand thirty-six dollars (\$2,036). *
5. Approval of advertisement for a full-time maintenance department position. Applications must be received by 4:30 p.m. on September 3rd, 2019. A Journeyman's Electrical License and HVAC License are preferred and the starting salary will be based upon experience. *
6. Correspondence from Charles Day, Deputy Sheriff, announcing his resignation effective August 16, 2019. *
Item may lead to Executive Session per WV Code §6-9A-4
7. Correspondence from Cheyenne Troxell, Program Director for Community Corrections, requesting permission for Rodney Rolenson to teach Parenting Classes in Upshur County at the pay wage rate of \$75 per class.

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

For Your Information:

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

1. Correspondence from Governor Jim Justice announcing the Community Corrections program grant award in the amount of one hundred sixty-one thousand five hundred dollars (\$161,500) to continue the operation of a community corrections program in Upshur and Lewis Counties.
2. Correspondence from Nesco, Inc. providing notice of blasting activities in accordance with all State and Federal Laws and as approved by the Department of Environmental Protection, commencing August 26th, 2019 and continuing through August 27th, 2020 from sunrise to sunset.
3. Correspondence from Lydia M. Work, Licensed Remediation Specialist (LRS), announcing submission of Remedial Action Work Plan (RAWP) - Addendum Number 2, associated with soil cap improvements at the Upshur County Youth Camp Tar Pit Property located in Selbyville, Upshur County, WV. The RAWP Addendum has been provided in response to small tar globules wicking to the surface from soil cap soils, as well as improving soil cap conditions in barren areas. The soil cap improvements are scheduled to be completed prior to August 31st, 2019.
4. Correspondence from the City of Buckhannon's Mayor's Office announcing traffic flow adjustments planned for Saturday, August 24th, 2019 on the streets surrounding the campus. The temporary adjustment is due to new student move-in day at West Virginia Wesleyan College.
5. Correspondence from Samuel R. Nolte, Commission President, to Tammy J. Lemon, Division of Justice & Community Services, inquiring if there are funds remaining within the Court Security Fund that could be reallocated for a new shielded travel cable for the surveillance camera in the Courthouse Annex elevator. The estimate for this cable is in the amount of six thousand five hundred seventy dollars (\$6,570).
6. WV Ethics Commission training opportunity – Wednesday, September 11th beginning at 1:00 p.m. at the Randolph County Commission Chambers, Suite 102 at 4 Randolph Avenue.
7. Correspondence from Jeff Palmer, Chair of the Association of WV Solid Waste Authorities, announcing the 2019 WV Education Conference on Litter Control and Solid Waste Management taking place October 20-22nd, at Canaan Valley Resort State Park.
8. Upshur County Solid Waste Authority Financial Report – FY 2019
9. Upshur County E911 Communication Reports – July 2016
 - Monthly Call Summary Report
 - Monthly Department Summary Report
 - Monthly and YTD Wrecker Report
10. Upshur County Building Permits for the month of July 2019

11. Lewis-Upshur Animal Control Facility Adoption Financial Transactions – July 2019
12. Lewis-Upshur Animal Control Facility Cat Report for the month of July 2019
13. Lewis-Upshur Animal Control Facility Animal Report for the month of July 2019
14. Upshur County Animal Control/Humane Officer Monthly Animal Report for the month of July 2019
15. Public Notices:
 - a. Newsletters and/or Event Notifications:
 - James W. Curry Public Library Calendar of Events for August 2019
 - b. Agendas and/or Notice of Meetings:
 - Elkins Road PSD August 6, 2019
 - Upshur County Safe Structures and Sites Enforcement Board August 8, 2019
 - Buckhannon-Upshur Airport Authority August 8, 2019
 - Upshur County Family Resource Network August 12, 2019
 - Region VII Planning and Development Council August 12, 2019
 - City Council of Buckhannon August 15, 2019
 - Upshur County Farmland Protection Board August 15, 2019
 - Buckhannon-Upshur Recreational Park Advisory Board -Special August 19, 2019
 - c. Meeting Minutes:
 - Elkins Rd PSD July 2, 2019
 - Upshur County Solid Waste Authority July 8, 2019
 - d. Meetings:
 - 08/06/19 5:30 p.m. Elkins Road PSD
 - 08/06/19 4:00 p.m. Hodgesville PSD
 - 08/01/19 7:00 p.m. Banks District VFD
 - 08/01/19 7:00 p.m. Selbyville VFD
 - 08/12/19 12:00 p.m. Upshur County Family Resource Network
 - 08/12/19 4:30 p.m. Upshur County Solid Waste Authority
 - 08/12/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board-CANCELLED
 - 08/19/19 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
 - 08/05/19 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
 - 08/13/19 7:30 p.m. Adrian VFD
 - 09/05/19 6:00 p.m. Buckhannon-Upshur Board of Health
 - 08/15/19 7:00 a.m. Upshur County Development Authority – Full Board
 - 08/21/19 7:00 a.m. Upshur County Development Authority – Annual Meeting
 - 08/14/19 12:00 p.m. Upshur County Senior Center Board
 - 08/08/19 3:00 p.m. Upshur County Conventions & Visitors Bureau
 - 08/21/19 6:00 p.m. Upshur County Citizens Corp – CERT
 - 08/14/19 7:00 p.m. Warren District VFD
 - 08/08/19 10:00 a.m. Adrian PSD
 - 08/14/19 3:00 p.m. Tennerton PSD
 - 08/08/19 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
 - 08/08/19 7:30 p.m. Buckhannon VFD

- 08/08/19 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/15/19 6:30 p.m. Upshur County Youth Camp Board
- 08/18/19 6:00 p.m. Washington District VFD
- 08/19/19 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 08/21/19 4:00 p.m. Upshur County Public Library Board
- 08/20/19 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/20/19 6:30 p.m. Upshur County Fire Board, Inc.
- 08/27/19 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 08/14/19 7:00 p.m. Ellamore VFD
- 08/21/19 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 08/15/19 2:00 p.m. Upshur County Farmland Protection Board
- 08/28/19 10:00 a.m. James W. Curry Advisory Board
- 07/29/19 6:00 p.m. Upshur County Fire Fighters Association
- 08/14/19 6:00 p.m. Buckhannon River Watershed Association - WVWC
- 08/26/19 10:00 a.m. Mountain CAP of WV, Inc., a CDC
- 09/13/19 11:00 a.m. Region VI Local Elected Officials

16. Appointments Needed or Upcoming:

- a. Buckhannon-Upshur Airport Authority (7/1/19 – 6/30/2022 City Rep.)

Tabled Items

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

**Next Regular Meeting of the Upshur County Commission
August 22, 2019 --- 9:00 a.m.
Upshur County Courthouse Annex**



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State of West Virginia
Division of Administrative Services
DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY

1201 Greenbrier Street
Charleston, WV 25311
(304) 558-2350

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

DENNY RHODES
DIRECTOR

August 5, 2019

The Honorable Samuel Nolte
President
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201

Re: Approved Funding – \$161,500.00
26th Judicial Circuit Community Corrections Day Report Center
Project Number: 20-CC-27

Dear Commissioner Nolte:

Congratulations on your recent award for a 26th Judicial Circuit Community Corrections Day Report Center Grant Award. Enclosed you will find:

- A Contract with Attachment A (copy of completed application);
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- EEOC Certification – Two (2) forms – one completed form to the Office for Civil Rights and one completed form returned to the Division of Justice and Community Services (signed by Authorized Official)
- Revised Standard and Federal Conditions and Assurances; and,
- A sample resolution.

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by August 23, 2019.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 53349, or via email at Marty.A.Hatfield@wv.gov.



Justice &
Community
Services

1124 Smith Street, Charleston, WV 25301
Phone: 304-558-8814

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Samuel Nolte
August 5, 2019
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I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,



Marty Hatfield
Senior Criminal Justice Specialist

mahlanm

C: Rodney Rolenson (*all attachments*)
Grant File (*all attachments*)
Enclosures

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission

20-CC-27

This **AGREEMENT**, entered into this **30th Day of July 2019**, by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of Community Corrections Funds from the State of West Virginia., and

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

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2019** and shall continue those services/activities until **June 30, 2020**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$161,500.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. It is the understanding of all parties to this Agreement that JCS has determined that the

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Grantee will receive an upfront scheduled allocation of funds.

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

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Samuel Nolte, President
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201

Joseph C. Thornton, Deputy Director
Justice and Community Services Section

...NOTHING FOLLOWS

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

Effective: July 23, 2019
Revision History: N/A

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

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

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

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

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

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

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an

award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in

the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

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

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

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

33. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

34. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES: The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.

35. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT: Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

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

36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS: Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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

18

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. USE OF DATA/EXCHANGE OF INFORMATION: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

38. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

39. EQUAL EMPLOYMENT OPPORTUNITY PLAN: The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.

40. VETERANS PREFERENCE: This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

41. IMMIGRATION AND NATURALIZATION VERIFICATION: The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

42. POLITICAL ACTIVITY: The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe. | <input type="checkbox"/> Recipient is a medical institution. |
| <input type="checkbox"/> Recipient is a nonprofit organization. | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

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

Print or Type Name and Title

Signature

Date

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

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

Section B

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

Section C

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

Submission Process

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

Public Reporting Burden Statement

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

RESOLUTION

The **Upshur County Commission** met on _____ (date) with a quorum present and passed the following resolution.

Be it resolved that the **Upshur County Commission** hereby authorizes **Samuel R. Nolte, President** of the **Upshur County Commission** to act on its behalf to enter into a contractual agreement with the Division of Administrative Services (DAS) Justice and Community Services (JCS) Section to receive and administer grant funds pursuant to provisions of the West Virginia Community Corrections Grant Program.

Signed: _____

County Clerk

RECOGNIZING THE IMPORTANCE OF THE UPCOMING 2020 CENSUS AND PROCLAIMING THE
ESTABLISHMENT OF A COUNTY COMPLETE COUNT COMMITTEE

WHEREAS, the United States Constitution mandates that a census be conducted every 10 years in Article 1, Section 2.

WHEREAS, the first census took place in 1790 and there have been 22 national censuses taken since, with the next census scheduled for 2020; and

WHEREAS, the Bureau of the Census in the United States Department of Commerce is responsible for conducting the census and the federal government is charged with funding the cost of the census; and

WHEREAS, it takes the cooperation and investment of states and local government working in conjunction with the federal government to ensure that the census is fully executed and represents a complete and accurate count of the people within each jurisdiction; and

WHEREAS, the results of the census are the foundation for many important decisions made by federal and state government, including the disbursement of federal funds to states based on population;

WHEREAS, it will take the collaboration of community leaders, faith organizations, non-profit organizations and state and local government to raise the public's awareness of the importance of the census and to find ways to support the census efforts;

NOW, THEREFORE:

BE IT PROCLAIMED by County Commission President, Samuel R. Nolte, that Upshur County, West Virginia recognizes the importance of the decennial census and commits to preparing all county residents for the 2020 census.

BE IT FURTHER PROCLAIMED that the Upshur County Commission will work with other community organizations to establish a "Complete Count Committee" comprised of community leaders, including representatives of faith-based and non-profit organizations, representatives of local government and representatives of historically undercounted populations to ensure that Upshur County, West Virginia is properly and fully counted in the 2020 Census.

Signed this _____ day of _____, 2019

Samuel R. Nolte, President Upshur County Commission

UPSHUR COUNTY COMMISSION PERFORMANCE REVIEW FORM

Exempt or Supervisory Position

27

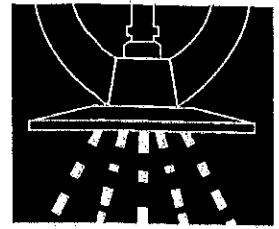
Performance Review Form				
Name:			Position:	
Department:			Date of Employment	
Review Period:			Date In Current Position	
Not Satisfactory	Satisfactory	Above Satisfactory	Rating Scale 1-5	<p>The "Performance Review" (and any additional attachment) is to be completed by the Department Manager and reviewed with the County Administrator. If the Department Manager has another supervisor present during the review please have the supervisor sign and date this form (in this box) which indicates attendance. N/A --- Constitutional Offices</p>
SECTION A: Rate those factors that apply to this position. Immediate supervisor must check each appropriate factor in the proper columns. Overall rating scale for each factor --- 1.00 (Poor) to 5.00 (Excellent)			SECTION B: Comments for any factor noted as "Above Satisfactory" (Attach additional sheet if necessary)	
		1. Observance of Work Hours		
		2. Attendance		
		3. Public Contacts		
		4. Employee Contacts		
		5. Communication with Others		
		6. Knowledge of Work		
		7. Work Judgments		
		8. Planning & Organizing		
		9. Job Skill Level		
		10. Quality of Work		
		11. Acceptable Work Volume		
		12. Meeting Deadlines		
		13. Accepts Responsibility		
		14. Accepts Direction		
		15. Operation & Care of Equipment		
		16. Initiative & Creativity		
		17. Learning Ability		
		18. Work Station Appearance		
		19. Safety Practices		
		20. Accepts Change		
		21. Effectiveness Under Stress		
		Total Section Rating Points - Add 1 through 21		
		Overall Section - Total Rating / Number of Factors or 21		
FOR EMPLOYEES WHO SUPERVISE OTHERS			SECTION E: Do you recommend continued employment? Yes or No	
		22. Work Conditions		
		23. Planning and Organizing		
		24. Scheduling & Coordinating		
		25. Training & Instructing		
		26. Productivity		
		27. Evaluating Subordinates		
		28. Judgment & Decisions		
		29. Leadership Skills		
		Total Section Rating Points - Add 22 through 29		
		Overall Section - Total Rating / Number of Factors or 8		
Factors noted as "Above Satisfactory" Comments may be noted in SECTION B.			SECTION F: The last job description on file is dated: Is job description still accurate: Yes or No	
Factors noted as "Not Satisfactory" must be explained in SECTION C.			SECTION G: OVERALL PERFORMANCE RATING "Not Satisfactory" "Satisfactory" "Above Satisfactory"	
When completed, please make a copy for your records and the employee before sending the original to the Upshur County Commission.			Overall Performance Rating Points Overall Performance Rating Scale	
			I certify that this review represents my best judgment. Supervisor:	
			Signature:	
			Title: Date:	
			Supervisor to discuss performance review with County Administrator	
			Signature of County Administrator Date:	
EMPLOYEE: I certify that I have discussed this review with my supervisor. My signature indicates that I have received a copy of this review and does not necessarily indicate agreement with the performance rating information contained herein.				
Employee Comments: (Attach additional sheet if necessary)				
(Employee Signature)				(Date)

UPSHUR COUNTY COMMISSION PERFORMANCE REVIEW FORM

Non-Exempt Position

28

Performance Review Form							
Name:			Position:				
Department:			Date of Employment				
Review Period:			Date In Current Position				
Not Satisfactory	Satisfactory	Above Satisfactory	Rating Scale 1-5	SECTION A: Rate those factors that apply to this position. Immediate supervisor must check each appropriate factor in the proper columns. Overall rating scale for each factor --- 1.00 (Poor) to 5.00 (Excellent)			
				The "Performance Review" (and any additional attachment) is to be completed by the Department Manager and reviewed with the County Administrator. If the Department Manager has another supervisor present during the review please have the supervisor sign and date this form (in this box) which indicates attendance. N/A --- Constitutional Offices			
				1. Observance of Work Hours		SECTION B: Comments for any factor noted as "Above Satisfactory" (Attach additional sheet if necessary)	
				2. Attendance			
				3. Public Contacts			
				4. Employee Contacts			
				5. Communication with Others			
				6. Knowledge of Work			
				7. Work Judgments			
				8. Planning & Organizing		SECTION C: Must be completed for any factor noted as "Not Satisfactory". (Attach additional sheet if necessary)	
				9. Job Skill Level			
				10. Quality of Work			
				11. Acceptable Work Volume			
				12. Meeting Deadlines			
				13. Accepts Responsibility			
				14. Accepts Direction			
				15. Operation & Care of Equipment		SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken for the next review period. (Attach additional sheet if necessary)	
				16. Initiative & Creativity			
				17. Learning Ability			
				18. Work Station Appearance			
				19. Safety Practices			
20. Accepts Change							
21. Effectiveness Under Stress							
Total Section Rating Points - Add 1 through 21							
Overall Section - Total Rating / Number of Factors or 21							
FOR EMPLOYEES WHO SUPERVISE OTHERS				SECTION E: Do you recommend continued employment? Yes or No			
N/A	22. Work Conditions	N/A	Please attach additional sheet if any comments or reservations.				
N/A	23. Planning and Organizing	N/A	SECTION F: The last job description on file is dated:				
N/A	24. Scheduling & Coordinating	N/A	Is job description still accurate: Yes or No				
N/A	25. Training & Instructing	N/A	If No, please development and provide an updated job description for approval.				
N/A	26. Productivity	N/A	SECTION G: OVERALL PERFORMANCE RATING				
N/A	27. Evaluating Subordinates	N/A	"Not Satisfactory" "Satisfactory" "Above Satisfactory"				
N/A	28. Judgment & Decisions	N/A					
N/A	29. Leadership Skills	N/A					
Total Section Rating Points - Add 22 through 29		Overall Performance Rating Points					
Overall Section - Total Rating / Number of Factors or 8		Overall Performance Rating Scale					
Factors noted as "Above Satisfactory" Comments may be noted in SECTION B.				I certify that this review represents my best judgment.			
Factors noted as "Not Satisfactory" must be explained in SECTION C.				Supervisor:			
				Signature:			
				Title: Date:			
When completed, please make a copy for your records and the employee before sending the original to the Upshur County Commission.				Supervisor to discuss performance review with County Administrator			
				Signature of County Administrator Date:			
EMPLOYEE: I certify that I have discussed this review with my supervisor. My signature indicates that I have received a copy of this review and does not necessarily indicate agreement with the performance rating information contained herein.							
Employee Comments: (Attach additional sheet if necessary)							
				(Employee Signature)			
				(Date)			



INSPECTION AGREEMENT

This agreement is made between Brewer & Company of WV, Inc., hereinafter called **COMPANY**, and Upshur Co. Commissioners, hereinafter called **SUBSCRIBER**.

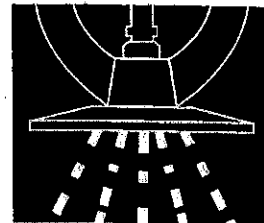
1. Subscriber owns or occupies the building(s) located on the premises known as Upshur Co. Courthouse, 38 W. Main St. Annex, Old 911 Center Buckhannon, WV 26201, wherein there is now installed certain automatic fire protection equipment to wit:
 - CR2 Batteries for duress buttons - 57 @ \$14.00ea
 - 12v 4.5Ah Battery for base unit - 1 @ \$62.00
 - Repeater Batteries Inovonics - 4 @ \$74.00ea
2. Company shall inspect, in accordance with the current NFPA editions, said installation **1 times (1) per every other year**, and shall report to Subscriber promptly all needed items of maintenance and/or repair, and replacements, which, in the judgment of the Company, may be necessary.
3. This agreement is limited to an inspection service only and **does not include maintenance, alteration, repairs or replacements**. Such alterations, repairs and replacements shall only be made by Company upon Subscriber's order and shall be paid for by Subscriber at Company's prevailing charges therefore.
4. **Company may at all reasonable times enter any part of said premises for the purpose hereof upon scheduling with Subscriber.**
5. Any additional automatic fire extinguishing equipment added to the above premises after the date hereof shall be inspected by Company; Subscriber shall pay, therefore, an additional price commensurate with the usual charges made by Company for inspecting such equipment, and a new contract to be executed incorporating such additional equipment at a price agreed upon between Company and Subscriber.
6. This contract shall have an initial term of a period of one (1) year, effective from the date of signing, and, after the initial term has expired, shall continue on a term of one (1) year thereafter until terminated by thirty (30) days written notice by either party to the other.
7. Subscriber shall pay to Company after first inspection has been made for the first year of this contract the annual sum of **\$ 2,036.00** for said inspection service billed per inspection plus any applicable state and local taxes. Please provide valid tax exemption form if exempt under state and local law.

After the first year of this contract, inspection service fees may increase without written notice.

Prior unpaid invoices may result in a delay in inspection services. Prompt payment is appreciated.

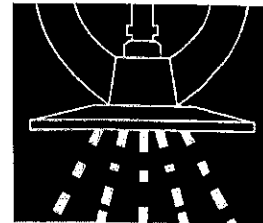
8. The owner should be aware that condensation can build up in a short time on a dry pipe system, even as quickly as a week; the low drains have to be drained on a regular schedule to correspond with this build-up. Also, valve houses and all parts of premises should be properly heated to prevent freezing.
9. The Company does not guarantee or warrant the condition or operation of any system or part of the same and the liability, if any, of the Company to the subscriber for any report, act or omission hereunder shall in no event exceed ONE HUNDRED DOLLARS (\$100.00).





10. Company will notify Subscriber after each inspection via email. Subscriber must provide email address(s) to Company.
11. This contract is not binding until approved in writing by an inspection officer of the Company or verbal agreement.
12. Payment terms are net 30 days. Company may apply Subscriber's payment against any open charges on Subscriber's account within Company's sole discretion. Subscriber agrees to pay Company interest at the rate of 18% per annum on past due accounts.
13. Subscriber agrees to pay Company all costs and expenses of collection, suit, or other legal action, including a reasonable attorney's fee, incurred pre-suit, through trial, on appeal or in any administrative proceedings brought as a result of the commercial relationship between them. There will be of a minimum additional collection fee of 25% of the outstanding principal and interest owing if company is forced to use external collection means.
14. **Indemnification.** Customer agrees to indemnify and hold harmless Contractor, its shareholders, directors, officers, successors and assigns from and against any and all losses, liabilities, claims or demands whatsoever caused in whole or in part by Customer's acts or omissions, including, but not limited to, any loss arising from breach of contract or improper performance by Customer, for injuries to any person (including death) or damages to property growing out of the performance of this agreement which results from the acts or omissions of the Customer.
15. Subscriber waives any and all privileges and rights which Subscriber may have relating to venue, as the applicable law now exists or may hereafter be amended or construed. Subscriber and Company agree that any legal action brought by either to ensure payment or compliance with the Terms and Conditions set forth herein shall be brought in Kanawha County, West Virginia.
16. Waiver of any term or condition shall not be deemed a waiver to assert such term or condition in the future.
17. All quotes subject to credit approval. Deposit or Prepayment may be required.

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IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals this ____ day of _____, 20__.

Customer Billing Address:

Upshur Co. Commissioners
91 W. Main St., Ste. 101
EMAIL INVOICES!
Buckhannon, WV 26201
(304) 472-0949
trperry@upshurcounty.org
UPSCOU

Upshur Co. Commissioners

Subscriber _____

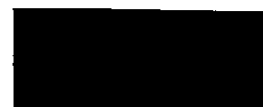
Signed: _____

Print: _____

Brewer & Company of WV, Inc.

Approved: _____
Casey Harbour

Proposal #: IC02592



REQUEST FOR APPLICANTSFULL TIME POSITION – UPSHUR COUNTY MAINTENANCE DEPARTMENT

The Upshur County Commission is seeking qualified applicants to join the Maintenance Department. The Department performs maintenance and new construction on all county owned facilities and properties. Join our team and enjoy your family on the evenings and weekends with excellent benefits and at least 14 paid holidays per year!

Qualifications: A Journeyman's Electrical License, HVAC License and experience in commercial construction is preferred. Successful applicants must represent themselves and the County in a professional manner and have good communication skills. Duties include, but are not limited to: electrical installation and servicing, HVAC installation and servicing, concrete repair, block work, plumbing, drywall and carpet installation, painting, roof replacement, heavy equipment operation, grounds keeping, snow removal, equipment repair, etc.

- ★ This position involves strenuous physical activity
- ★ A background check will be conducted
- ★ Must possess a valid driver's license and good driving record
- ★ Working hours are 7:00 am – 3:30 pm Monday through Friday (Spring-Fall) and 6:00 am – 2:30 pm as needed during inclement Winter weather
- ★ Starting salary based on experience
- ★ Excellent County benefits
- ★ Overtime, travel, weekends and evenings are rarely required.
- ★ Opportunity for advancement

Applications may be picked up at:

Upshur County Administrative Annex

91 W. Main St., Suite 101

Buckhannon, WV 26201

Application and resumes must be received by 4:30 pm on Tuesday, September 3, 2019. Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

PDF copies of applications are available at:

http://www.upshurcounty.org/government/commission_office/job_postings.php#revize_document_center_rz122

26th Judicial Circuit Community Corrections
Day Report Center

33

Upshur County
43 WBUC Road
Buckhannon, West Virginia 26201
Phone: (304) 472-9548

Fax: (304) 472-8135



DAY REPORT CENTER

Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

July 29, 2019

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

Dear Commissioners,

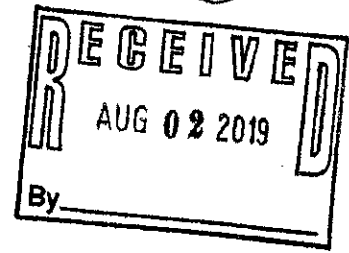
I am submitting this request for Rodney Rolenson to teach parenting classes for Upshur County. His rate of pay is \$75.00 per class; he can teach as many parenting classes as the state approves in a month, typically it is no more than two per county. If you have any questions feel free to contact me.

Sincerely,

Cheyenne Troxell
Program Director



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Jim Justice
Governor of West Virginia

July 30, 2019

The Honorable Samuel R. Nolte
President
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201

Dear Commissioner Nolte:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Justice".

Jim Justice
Governor

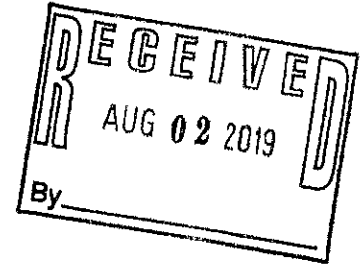
JJ/mah

c: Rodney Rolenson

N E S C O

Nesco, Inc. 709 Middletown Road Fairmont, West Virginia 26554 (304) 534-5276 fax (304) 534-5476

CERTIFIED MAIL



RE: Blasting Operations
Permit No. S-2006-04
Permit No. Q-2006-14

Dear Sir or Madame:

Notice is hereby given that Nesco, Inc., 709 Middletown Road, Fairmont, WV 26554, (304) 534-5276, surface mine permit No.S-2006-04 and quarry permit No. Q-2006-14, situated in Meade District of Upshur County, approximately 2.3 miles northeast of Adrian (nearest Post Office), West Virginia, will be conducting blasting activities in accordance with all State and Federal Laws and as approved by the Department of Environmental Protection. Blasting activities will occur Monday through Saturday from “**sunrise to sunset**”. No blasting shall be conducted on Sunday. Blasting is to commence on August 26, 2019 and continue through August 27, 2020.

Ten minutes prior to and immediately after each blast, all access to the specific area will be safeguarded from unauthorized entry. The warning signal prior to each blast shall be from a horn, air horn or siren audible to at least one half mile from the blast. The warning will be given three (3) minutes prior to detonation and will consist of three (3) short warning signals of five (5) seconds duration with five (5) seconds between each signal. The all clear signal shall be one long warning from a horn, air horn or siren, of twenty (20) seconds duration.

Blasting shall be conducted in such a way so as to prevent adverse impacts to the public or the environment.

Blasting activities will not be conducted at times other than those announced in the blasting schedule except in the event of an emergency situation where rain, lightning, or other atmospheric conditions, or operator or public safety requires unscheduled detonations.

Respectfully,

Nesco, Inc.

- If the area is large (*i.e.*, greater than 6 inches in diameter), the tar and the impacted soil will be removed prior to solidification and placed in a bucket or wheelbarrow for solidification treatment. Following solidification treatment, the material will be placed in a predesignated low area of the Site and covered with 12 inches of clean topsoil as dictated in the SMP, then seeded. The area from which the material was removed will have an equivalent amount of clean topsoil added, then seeded.
- Areas that are barren (grass growth impeded by the previous addition of Portland cement) will have an approximate four-inch layer of clean topsoil added, then seeded.

No overall change in site elevation is anticipated. Environmental Standards will provide direct oversight of the soil cap improvement activities performed by E2C. It is estimated the soil cap repairs will require two field days. Mr. Greg Woody, Camp Director, will perform follow up inspections on the condition of the soil cap and report to the UCC if further tar wicks to the surface. Any future maintenance or repairs to the soil cap will be managed by the attached SMP.

The soil cap improvements are schedule to be completed prior to August 31, 2019.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Lydia M. Work, LRS
Associate Principal Chemist

encl.

Copy to: Ms. Tabatha Perry, Upshur County Commission – .pdf copy
Mr. Ross Brittain, WVDEP Toxicologist
VRP Main File, WVDEP Headquarters – .pdf via electronic mail to
DEPOERFileCopy@wv.gov
Public Repository, James W. Curry Library – Hardcopy



JULY 11, 2019

PROJECT UPDATE: UPSHUR COUNTY YOUTH CAMP ARCHERY RANGE

BROWNFIELDS GRANT

Status of Remediation Services

- April 25, 2019, WVDEP approved use of recreational use clean-up standards for the site. Based on these, the soil and tar do not present an excess risk to users of the Camp. But the tar required remediation for the Camp to use the site as desired.
- May 1, 2019. Contractor, E2C, completed the pine tar remediation, with oversight from Lydia Work, LRS, Environmental Standards. In specified areas, large amounts of pine tar were buried, Portland cement added to solidify, and on-site soils used to create a soil cap. Work dictated no elevation change in order to forgo flood plain permit. Area was hydro seeded. Some areas of cap retained surface water due to topography and abundance of rain.
- June 6, 2019, Environmental Standards submitted a Remediation Completion Report to the WVDEP.
- June 14, 2019. Contractor, E2C, returned to the site in response to pine tar globules appearing at surface. Portland cement was added to the surface in these areas.
- June 26, 2019. WVDEP visited site and reported pine tar was still visible and questioned if the soil cap had been breached.
- July 9-10, 2019. Lydia Work, LRS, Environmental Standards, returned to site to investigate the observed tar and the soil cap's current condition. Weather was very hot and sunny; observations are summarized below:

August 5, 2019

Mr. Michael Sutphin
Project Manager
West Virginia Department of Environmental Protection
Office of Environmental Remediation
1159 Nick Rahall Greenway
Fayetteville, WV 25840

Subject: Remedial Action Work Plan - Addendum Number 2
Soil Cap Improvements
Youth Camp Archery Range (VRP #18028)
Selbyville, Upshur County, West Virginia

Dear Mr. Sutphin:

On behalf of the Upshur County Commission (UCC), the Licensed Remediation Specialist (LRS), is submitting this Remedial Action Work Plan (RAWP) Addendum number two, associated with soil cap improvements at the Upshur County Youth Camp Tar Pit property located in Selbyville, Upshur County, West Virginia.

This RAWP Addendum has been provided in response to small tar globules wicking to the surface from soil cap soils, as well as improving soil cap conditions in barren areas. It is important to note these conditions do not present an excess health risk but are designed to improve the appearance and usability of the ground surface. As background, please refer to the Project Update provided by Environmental Standards on July 11, 2019, attached to this RAWP Addendum. Following discussions with you, the UCC, Mr. Ross Brittain, West Virginia Department of Environmental Protection (WVDEP) Toxicologist, and Erin Brittain, Brownfields Program Manager, WVDEP, on July 11, 2019 it was agreed soil cap improvements were warranted.

The previously approved RAWP, dated October 2018, included a Soil Management Plan (SMP) to address soil cap maintenance and repairs. The SMP has been updated and is provided here as the guideline for the soil cap improvements to be undertaken by the UCC.

The soil cap improvement tasks will include:

- EnviroCheck of Virginia, Inc. (E2C) will return to the site and solidify all visible pine tar, including soils beneath if suspect for containing tar that may wick to the surface in the future.
- If the area is very small (*i.e.*, less than 6 inches in diameter), the solidification will be performed in-situ, followed by a covering of clean topsoil enough such that grass can take root, followed by the addition of grass seed.

- Majority of site was grass covered (Photo 1).
- Standing water still present on the site in a few small areas (Photo 2).
- Pine tar was observed at the surface, predominantly in the soil cap areas. Most were very small, ranging in size from silver dollar to tea plate (Photo 3). Largest was approximately 4' x 1.5' (Photo 4).
- Areas where grass was absent seemed to correspond with locations that Portland cement was added and/or there was standing water. Cement would presumably change the soil pH, making conditions difficult for plant growth.
- Pine tar odors greatly reduced since previous visits, except near areas where tar was visible.
- Lydia Work, with shovel, dug up the largest pine tar globule, confirming the soil cap had not been breached. The source of the pine tar was impacted site soils used in the cap (Photo 5). In April/May, the pine tar was not visible in the clay soils, but with heat and sun, the pine tar has become free flowing, appearing at the surface.
- Lydia Work, in order to improve odors and hinder additional pine tar flows, added Portland cement to all visible tar globules on the site. A few of the larger pine tar globules were dug up or skimmed from the surface, solidified, and placed in a low area on the site.

Recommendations

- E2C and Environmental Standards return to the site, remove all visible pine tar globules, including soils beneath if suspect for tar, add Portland cement if still needed after July 10th treatment, place in low area of site (southwest corner is low and out of the way), and cover as dictated in the WVDEP approved Soil Management Plan.
- Areas that are waterlogged and impacted by the addition of Portland cement should have a layer of clean topsoil added and reseeded. No change in elevation anticipated.

Upcoming tasks

- Additional remediation as approved by the WVDEP.
- Update Remediation Completion Report (RCR) and submit to the WVDEP.
- WVDEP approve RCR and approve Land Use Covenant, already submitted.
- The Final Report and request for a Certificate of Completion has been drafted and submitted to the Commission for review. The Final Report will be updated once additional remediation is completed.



City welcomes West Virginia Wesleyan College students back to town for fall semester; traffic flow adjustments planned for Saturday, August 24, 2019

BUCKHANNON, WV: Saturday, August 24, is new student move-in day at West Virginia Wesleyan (WVWC) College. The City is working with the college to reduce traffic congestion on the streets that surround campus. To that end, traffic patterns will be temporarily adjusted as follows:

- Meade Street will be one-way only from College Ave. to Camden Ave.
- WVWC staff greeters will be at the corners of Meade/College, Barbour/Meade, Fayette/Meade and Camden/Meade to control traffic and provide directions to students and parents. Barriers will be in place from 7:00 a.m. to 12:30 p.m. at these intersections.
- Two guides will be available at the corner of Main Street and College Avenue.
- After unloading, students and parent guests will be advised to park behind Camden Apartments for the day.

John Bohman, Director of Greek Life, will be leading 150 fraternity and sorority members as they welcome new students and their families and assist with traffic control with the help of the Buckhannon Volunteers in Police Service (VIPS), the Buckhannon Police Department, and Buckhannon Streets and Parks Department.

For questions, please contact Mr. Bohman at (304) 473-8073 or Jerry Arnold, City of Buckhannon Public Works Director, at (304) 472-1651.

Callie Cronin Sams, (304) 472-1651, callie.csams@buckhannonwv.org

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

August 8, 2019

Tammy J. Lemon
Division of Justice & Community Services
1124 Smith Street, Suite 3100
Charleston, WV 25301-1323

Re: Project Number 19-CSF-20

Dear Ms. Lemon,

On Monday, August 5, 2019, a technician from Micrologic Inc. was on-site preparing to install the corner mount surveillance camera in the Courthouse Annex elevator which was approved for purchase utilizing Court Security Funds. During this time a thyssenkrupp inspector was also on-site conducting an annual inspection. It has been brought to the Commission's attention that in order for the warranty on the elevator to remain in good standing, a new shielded travel cable must be used for the surveillance camera as the lines emit radiation. The estimate for this cable, provided by thyssenkrupp, is in the amount of \$6,570.

The grant funds awarded to the Upshur County Commission amount to \$3,275; therefore, the Commission would like to inquire if there are funds remaining within the Court Security Fund that could be reallocated for this project in particular. Your consideration of this request will be greatly appreciated. If you have any questions, please feel free to contact our office.

Best regards,



Samuel R. Nolte
Commission President

Enclosures: thyssenkrupp estimate

An Equal Opportunity Employer

Repair Work Order



August 06, 2019

UPSHUR CO COURTHOUSE

Purchaser: Upshur County Commission
Address: 40 W Main St
Buckhannon, WV 26201-2259

Location: UPSHUR CO COURTHOUSE
Address: 40 W Main St
Buckhannon, WV 26201-2211

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Six Thousand Five Hundred Seventy Dollars (\$6 570.00) plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
1	Traveling Cable	Operational

Scope of Work

Traveling Cable

thyssenkrupp Elevator will provide labor and material to install a new travel cable on the elevator(s) referenced above for the new security camera provided bby Others. Once installed, all connections will be made by Others

(End Scope of Work)

In the event you have any questions regarding the content of this Proposal please contact me at +1 304 3428115
We appreciate your consideration.

Regards,

Daniel Fry
thyssenkrupp Elevator Corporation
901 Morris St
Charleston WV 25301
Dan.Fry@thyssenkrupp.com | +1 304 3428115

Repair Work Order



Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that state for all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$3,285.00 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Upshur County Commission
(Purchaser):

thyssenkrupp Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)
Greg Harris

By:

(Signature of Branch Representative)

(Print or Type Name)

Adam Hackney

(Print or Type Title)

Branch Manager

(Date of Acceptance)

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



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thyssenkrupp

SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 3796
Carol Stream, IL 60132-3796

Attn: Greg Harris
Upshur County Commission
Buckhannon WV, 26201-2259

Date	Terms	Reference ID	Customer Reference # / PO
August 06, 2019	Immediate	ACIA-1LPHWZ1	
Total Contract Price:			\$6,570.00
Estimated Tax:			6.00 \$394.20
Estimated Invoice Amount (Incl. of taxes)			\$6,964.00
Down Payment:			(50%) \$3,482.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 304 3428115. To make a payment by phone, please call 678-338-2329 with the reference information provided below.

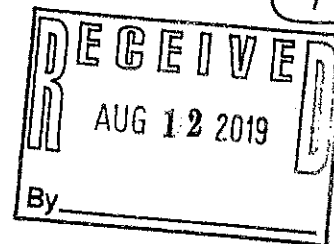
Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment

Customer Name:	Upshur County Commission	Remit To:
Location Name:	UPSHUR CO COURTHOUSE	thyssenkrupp Elevator
Customer Number:	40521	Corporation
Quote Number:	2019-2-728813	PO Box 3796
Reference ID:	ACIA-1LPHWZ1	Carol Stream, IL 60132-3796
Remittance Amount:	\$3,482	

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WEST VIRGINIA ETHICS COMMISSION
210 BROOKS STREET, SUITE 300
CHARLESTON WV 25301-1804
(304) 558-0664 - FAX (304) 558-2169
ethics@wv.gov

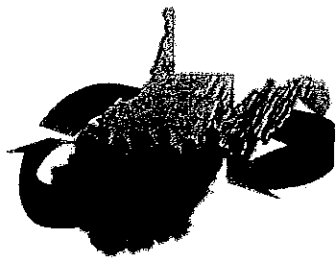
Ethics Act training in Elkins

The Ethics Commission will present training on the Ethics Act and the Open Meetings Act on Wednesday, September 11 at 1:00 p.m. in Elkins at the Randolph County Commission Chambers, Suite 102 at 4 Randolph Avenue.

Officials and employees of area counties and cities; members of county and city boards and commissions, and the public are invited to attend. The training will last approximately one hour and 15 minutes. Registration is not required.

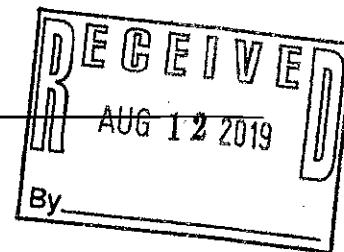
The training is part of the Ethics Commission's efforts to educate governmental officials and employees of the requirements of the Ethics Act and the Open Meetings Act. Training sessions are being conducted around the state by the Commission. Sessions have been held throughout the state this spring and summer.

Information regarding the Ethics Act, the Open Meetings Act and the Ethics Commission may be obtained from the Commission's website at www.ethics.wv.gov. For questions regarding the training, contact the Ethics Commission at (304) 558-0664.



Association of West Virginia Solid Waste Authorities
PO Box 46, Winfield WV 25213

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**FY 2019
Board of Directors**

Jeff Palmer,
Chair

Sherrie Hunter,
Vice -Chair

Charity Fellure,
Treasurer

Terri Tyler,
Secretary

Roger Frame,
Board of Director

Laura Stiller,
Board of Director

Mike Grunau
Board of Director

Joyce Harris-
Thacker,
Chair Emeritus

Dear Community Leader:

With an increasing awareness on global environmental issues, it is more important than ever to attend the 2019 WV Educational Conference on Litter Control and Solid Waste Management taking place October 20-22, 2019, at Canaan Valley Resort State Park.

This conference is the one time of the year that solid waste authorities, state officials, private haulers and municipal government leaders gather to discuss environmental issues, share ideas and successful strategies and develop a stronger network for more effective solid waste management, recycling, and litter control across the entire state.

We've continued our tradition of excellence with comprehensive educational sessions covering a wide variety of topics including Mandatory Disposal Enforcement, Community Salvage Programs, and much more.

I have enclosed a tentative conference agenda and a conference Attendee Registration form for your use. Please consider joining us for this year's conference.

If you have any questions about registering for the conference, please contact Annette Hoskins, 304-926-0499, extension 1659 or by email to annette.l.hoskins@wv.gov.

I hope to see you in October!

Sincerely,

Jeff Palmer, Chair
Association of West Virginia Solid Waste Authorities



2019 WV Educational Conference on Litter Control & Solid Waste Management

Presented by the AWVSWA & the WV DEP-REAP

Canaan Valley Resort & Conference Center – Davis, West Virginia

Sunday, October 20, 2019

1:00 - 6:00 p.m.	CONFERENCE REGISTRATION	Aspen Room (Main level next to resort lobby)
1:00 - 3:00 p.m.	Enjoy Local Area	
2:00 - 3:00 p.m.	BREAK	Aspen Room
3:00 - 5:00 p.m.	LITTER CONTROL OFFICER SAFETY TRAINING	Pine Room (Lower Level)
	Moderator: , Coordinator, REAP Make It Shine Program	
	John Dunn, Litter Control Officer, Raleigh County SWA	
	Jeff Slack, Region VIII Solid Waste Authority	
	, Police Academy	
6:00 - 8:00 p.m.	DINNER - TASTE OF WEST VIRGINIA	Maple/Balsam/Spruce Rooms
8:00 - 10:00 p.m.	Trivia Fun & Games	

Monday, October 21, 2019

6:30 - 8:00 a.m.	BREAKFAST	Hickory Dining Room (Main level)
8:00 - 5:00 p.m.	CONFERENCE REGISTRATION	Aspen Room
8:00 - 8:15 a.m.	CONFERENCE WELCOME	Pine Room (Lower Level)
	Jeff Palmer, Chair, Association of West Virginia Solid Waste Authorities	
	, Tucker County Solid Waste Authority	
	????????, Canaan Valley Resort & Conference Center	
8:15 - 9:15 a.m.	KEYNOTE ADDRESS "A Juggler's Mindset"	Pine Room (Lower Level)
	INTRODUCTION: Jeff Palmer	
	SPEAKER:	
9:15 - 10:00 a.m.	GENERAL SESSION: "WVU Bad Buildings"	Pine Room (Lower Level)
	INTRODUCTION: Terri Tyler	
	SPEAKERS: Carrie Staton, WVU Bad Buildings	
	Nicole Dias	
10:00 - 10:30 a.m.	BREAK	Lower Lobby Level
10:30 - 11:15 a.m.	REAP PROGRAM UPDATE	Pine Room (Lower Level)
	Sandy Rogers, REAP Manager, Department of Environmental Protection	
	Annette Hoskins, Youth Environmental Program Manager, Department of Environmental Protection	
11:15 - 1:00 p.m.	GENERAL SESSION: "Idea Swap Lunch"	Maple/Balsam/Spruce Ballroom (Main Level)
	MODERATOR: Carol Throckmorton	
	AWVSWA Student Scholarship Winners for 2019	
	Presenter: Jeff Palmer, Chair and Sherrie Hunter, Vice-Chair	
	Association of West Virginia Solid Waste Authorities	
	REAP Recycling Grants Recognition	
	Presenter: Niki Davis, REAP Grant Supervisor	
1:15 - 2:15 p.m.	GENERAL SESSION: "Understanding LCAP Program"	Pine Room (Lower Level)
	INTRODUCTION: Niki Davis	
	SPEAKER: Catherine Guynn, DEP LCAP Program	
2:15 - 3:15 p.m.	BREAKOUT SESSIONS	
	1. "Mondo Plastics"	Birch Room (Lower Level)
	INTRODUCTION: Tony Vandenburg, Pleasants County SWA	
	SPEAKER: Ronald E Wesel	

Conference Attendee Registration Form

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2019 WV Educational Conference on Litter Control & Solid Waste Management

Presented by the Association of WV Solid Waste Authorities and the WV Department of Environmental Protection/REAP

October 20– 22, 2019 at Canaan Valley Resort, Davis, WV 26260

Book rooms by calling at 304-866-4121 ext. 7701

The standard room rate for our group is \$89 plus \$9 resort fee for a total of \$98 per night plus state and local taxes.

Make your hotel reservations early, the deadline is Wednesday, Sept. 18, 2019. Conference registrations or payments received after September 18, 2019 must include an additional \$25.

Name: _____

Name Badge Preference: _____

Name badges are required during all meals

Affiliation: _____ Title: _____

Spouse/Guest Name*: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Email: _____ Website: _____

Please list the number of years you have attended this annual conference: _____

Early Registration must be received with payment by Wednesday, September 18, 2019

Early **Late**

FULL CONFERENCE Includes registration fee, all sessions, & all meals.....\$185 \$210

SPOUSE/GUEST Includes registration fee, all sessions, & all meals (*Limit ONE per full registration).....\$185 \$210

Children under 4 free. Children 5 and up.....\$50 \$75

_____ Number of children under 4 attending _____ Number of children 5 and over attending

Sunday Night Taste of West Virginia\$50 \$75

Monday Lunch and LCAP Presentation ONLY.....\$25 \$50

Monday Night Awards Banquet ONLY\$50 \$75

☐ Grilled Salmon Filet ☐ London Broil ☐ Mushroom Ravioli with Sun-dried Tomato Cream

GRAND TOTAL ENCLOSED WITH THIS FORM \$ _____

Make checks payable to: Association of WV Solid Waste Authorities

Mail checks and registration forms to: Annette Hoskins
WV Department of Environmental Protection
601 57th Street, SE
Charleston, WV 25304
Annette.L.Hoskins@wv.gov

If you have questions about completing this form please call: Annette Hoskins 304-926-0499 ext. 1659.

A \$25 processing fee for all cancellations. No SWA direct billing. No refunds will be made after Sept. 18, 2019

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UPSHUR COUNTY SOLID WASTE AUTHORITY

POST OFFICE BOX 2244

BUCKHANNON, WEST VIRGINIA 26201

Tele. 304-472-7916; Email: upshurswa@yahoo.com

FINANCIAL REPORT -- FY 2019

July 1, 2018 to June 30, 2019

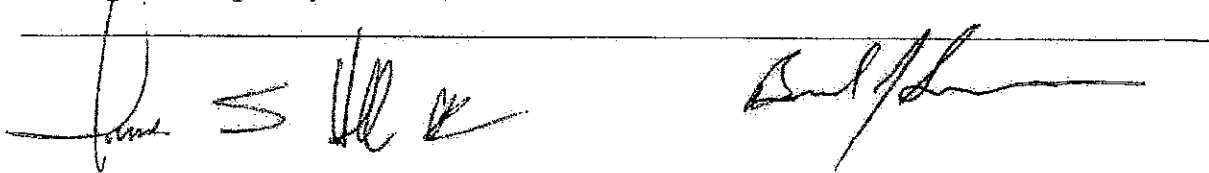
This Financial Report for FY 2018 of the Upshur County Solid Waste Authority consists of the following:

- This cover page/signature page.
- ✓ • Account Balances for the beginning and ending of the fiscal year for each of the four bank accounts with First Community Bank of Buckhannon, WV.--- One page.
- ✓ • Cash Flow for FY 2018 showing Inflows and Outflows by Category.
- ✓ • Register Reports for FY 2019 for each of the four bank accounts showing all Inflows and all Outflows with total Inflows and Outflows for each account.---
 - ✓ 1. Operating Account --- 3 pages
 - ✓ 2. Money Market Account --- 1 page
 - ✓ 3. REAP Account --- 1 page
 - ✓ 4. SWMB Account --- 2 pages

Statements:

- All income and expenses for FY 2019 were received and dispersed by checks.
- All income and expenses for FY 2019 are accounted for in the Register Reports for the four bank accounts.
- All disbursements for FY 2019 were by check with two Board member signatures and authorized by the Board Chair or representative.
- All disbursements were part of the approved budget, approved grants or as authorized at a Board meeting and documented in the minutes.

This report was prepared by Burl J. Smith, Director of the UCSWA, and then reviewed by the Treasurer, James S. "Jay" Hollen, III. It was presented at the July 8, 2019 UCSWA Board meeting and accepted by the Board and is recorded with those minutes.



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Register Report SWMB Acct FY 2019

7/1/2018 through 6/30/2019

7/5/2019

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 6/30/2018							100.00
8/27/2018	1st Comm. SWMB	DEP	2019 SWMB Grant	2019 Grant 1st half	141-swmb Grant	R	6,585.00
9/10/2018	1st Comm. SWMB	1119	Association Of WV Soli...	Registration for 5 at 201...	572-Conference	R	-925.00
9/25/2018	1st Comm. SWMB	Print	Deluxe	100 SWMB Acct checks	566-Office Supplies	R	-24.00
10/5/2018	1st Comm. SWMB	1120	VOIDED			R	0.00
10/8/2018	1st Comm. SWMB	1121	Wendling's Food Service	Recycling Tours 4th grade	581-Field Trips	R	-140.98
10/8/2018	1st Comm. SWMB	1122	Burl Smith	Reimburse for snacks 4t...	581 field Trips	R	-99.82
10/30/2018	1st Comm. SWMB	1123	Stonewall Resort	AWVSWA Conference r...	572-Conference	R	-426.00
11/12/2018	1st Comm. SWMB	1124	US POSTMASTER	Stamps & PO Box rent	576-Postage	R	-162.00
11/12/2018	1st Comm. SWMB	1125	VOIDED			R	0.00
11/12/2018	1st Comm. SWMB	1126	UPSHUR CO. BOARD...	4th grade field trips/tran...	581-Field Trips	R	-434.25
12/28/2018	1st Comm. SWMB	1127	Rehrig Pacific	400--18 gal bins (REAP)	575A-Curbside Bins	R	-3,770.00
3/11/2019	1st Comm. SWMB	1128	Burl Smith	Reimb Office supplies-in...	566-Office Supplies	R	-69.77
3/11/2019	1st Comm. SWMB	1129	Lamar Companies	Sign April Make It Shine...	588-Outreach	R	-300.00
3/12/2019	1st Comm. SWMB	DEP	2019 SWMB Grant	2019 Grant 2nd half Fun...	141-swmb Grant	R	6,585.00
3/28/2019	1st Comm. SWMB	1130	US POSTMASTER	Buckhannon PO	581-EDDM Mailing	R	-1,923.11
3/28/2019	1st Comm. SWMB	1131	US POSTMASTER	Adrian PO	581-EDDM Mailing	R	-18.51
3/28/2019	1st Comm. SWMB	1132	US POSTMASTER	French Creek PO	581-EDDM Mailing	R	-215.24
3/28/2019	1st Comm. SWMB	1133	US POSTMASTER	Helvetia PO	581-EDDM Mailing	R	-18.51
3/28/2019	1st Comm. SWMB	1134	US POSTMASTER	Rock Cave PO	581-EDDM Mailing	R	-111.84
3/28/2019	1st Comm. SWMB	1135	US POSTMASTER	Tallmansville PO	581-EDDM Mailing	R	-3.93
3/28/2019	1st Comm. SWMB	1136	US POSTMASTER	Volga PO	581-EDDM Mailing	R	-7.11
4/8/2019	1st Comm. SWMB	1137	Ralston Press, Inc	12,800 brochures 2019	581-EDDM Mailing	R	-2,144.85
4/8/2019	1st Comm. SWMB	1138	The Sign Guy	Signage 2019	580-Promotion	R	-165.00
4/8/2019	1st Comm. SWMB	1139	Lamar Companies	Sign April Make It Shine...	588-Outreach	R	-242.10
6/10/2019	1st Comm. SWMB	1140	WV CoRP	7/1/19 to 6/30/20	560 Insurance	R	-1,638.00

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Register Report SWMB Acct FY 2019

7/1/2018 through 6/30/2019

7/5/2019

Page 2

Date	Account	Num	Description	Memo	Category	Clr	Amount
6/10/2019	1st Comm. SWMB	1141	UCSWA	Reimburse Operating A...	REIMBURSEMENT	R	-85.95
6/10/2019	1st Comm. SWMB	1142	Burl Smith	Reimburse Printer Ink	566-Office Supplies	R	-258.23
6/11/2019	1st Comm. SWMB	DEP	UCSWA	Transfer of Funds to Mai...	482-transfer Funds	R	24.00
7/1/2018 - 6/30/2019							0.00
BALANCE 6/30/2019							100.00
TOTAL INFLOWS							13,194.00
TOTAL OUTFLOWS							-13,194.00
NET TOTAL							0.00

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Register Report-REAP Acct FY 2019

7/1/2018 through 6/30/2019

Page 1

7/5/2019

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 6/30/2018							2,242.68
9/10/2018	1st Community REAP					R	0.00
10/26/2018	1st Community REAP DEP		Deposit 3rd Installment 2018 REAP Grant		421-REAP Grant	R	1,182.00
12/13/2018	1st Community REAP DEP		Deposit Final Installm... 2018 REAP Grant		421-REAP Grant	R	394.00
1/14/2019	1st Community REAP DEP		Transfer Operating A... Checks had been ordered...		482-transfer Funds	R	24.00
7/9/2018	1st Community REAP 1093		Frontier	Tele phone bill 7/23/18	536-Telephone	R	-44.03
8/13/2018	1st Community REAP 1094		Frontier	Tele phone bill 8/21/18	536-Telephone	R	-43.85
9/10/2018	1st Community REAP 1095		Frontier	Tele phone bill 9/21/18	536-Telephone	R	-43.85
10/8/2018	1st Community REAP 1099		Frontier	Tele phone bill 10/22/18	536-Telephone	R	-43.85
11/12/2018	1st Community REAP 1101		Frontier	Tele phone bill 11/21/18	536-Telephone	R	-54.62
12/10/2018	1st Community REAP 1102		Frontier	Tele phone bill 12/24/18	536-Telephone	R	-54.62
1/14/2019	1st Community REAP 1104		Frontier	Tele phone bill 1/22/19 Se...	536-Telephone	R	-18.86
9/25/2018	1st Community REAP Print		Deluxe	100 REAP Acct checks	566-Office Supplies	R	-24.00
9/10/2018	1st Community REAP 1096		THE PROSPECTOR	Ads for Psaper Shred Eve...	588-Outreach	R	-80.00
9/10/2018	1st Community REAP 1098		Mountaineer Newspa...	Ads for paper shred event ...	588-Outreach	R	-250.00
10/8/2018	1st Community REAP 1100		Shred-it	Shred Event on 9/8/18	588-Outreach	R	-1,162.37
12/28/2018	1st Community REAP 1103		AmeriMark	900 Grocery Totes(1619 O...	588-Outreach	R	-1,922.53
7/1/2018 - 6/30/2019							-2,142.68
BALANCE 6/30/2019							100.00
TOTAL INFLOWS							1,600.00
TOTAL OUTFLOWS							-3,742.68
NET TOTAL							-2,142.68

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Register Report: Money Mkt Acct FY 2019

7/1/2018 through 6/30/2019

7/5/2019

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 6/30/2018							19,533.98
7/31/2018	1st Comm...	DEP	DEP	July 2018	440-Interest Income	R	0.50
8/31/2018	1st Comm...	DEP	DEP	Aug 2018	440-Interest Income	R	0.49
9/30/2018	1st Comm...	DEP	DEP	Sept 2018	440-Interest Income	R	0.49
10/31/2018	1st Comm...	DEP	DEP	Oct 2018	440-Interest Income	R	0.76
11/30/2018	1st Comm...	DEP	DEP	Nov 2018	440-Interest Income	R	1.29
12/31/2018	1st Comm...	DEP	DEP	Dec 2018	440-Interest Income	R	1.32
1/31/2019	1st Comm...	DEP	DEP	Jan 2019	440-Interest Income	R	1.33
2/28/2019	1st Comm...	DEP	DEP	Mar 2019	440-Interest Income	R	1.20
3/31/2019	1st Comm...	DEP	DEP	Mar 2019	440-Interest Income	R	1.33
4/30/2019	1st Comm...	DEP	DEP	Apr 2019	440-Interest Income	R	1.28
5/31/2019	1st Comm...	DEP	DEP	May 2019	440-Interest Income	R	1.33
6/30/2019	1st Comm...	DEP	DEP	June 2019	440-Interest Income	R	1.29
7/1/2018 - 6/30/2019							12.61

BALANCE 6/30/2019 19,546.59

TOTAL INFLOWS 12.61

TOTAL OUTFLOWS 0.00

NET TOTAL 12.61

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Register Report-- Operating Account FY 2019

7/1/2018 through 6/30/2019

Page 3

7/5/2019	Date	Account	Num	Description	Memo	Category	Cl Amount
	7/1/2018 - 6/30/2019						2,517.04
	BALANCE 6/30/2019						12,956.11
						TOTAL INFLOWS	32,721.44
						TOTAL OUTFL...	-30,204.40
						NET TOTAL	2,517.04

Q
6/11

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Register Report--- Operating Account FY 2019

7/1/2018 through 6/30/2019

7/5/2019

Page 2

Date	Account	Num	Description	Memo	Category	Cl	Amount
3/11/2019	1st Community Operating	1625	UCSWA-SWMB Account/1st Comm B...	Trans funds for 2nd half 2019 S...	482-transfer Funds	R	-6,585.00
3/11/2019	1st Community Operating	1626	City Of Buckhannon - Waste Collectio...	Curbside Support-Jan-Mar 19	588-Outreach	R	-900.00
3/11/2019	1st Community Operating	1627	Frontier	Tele phone bill 3/24/19	536-Telephone	R	-50.79
3/11/2019	1st Community Operating	1628	Burl Smith	Reimb for cell phone supplement	536-Telephone	R	-150.00
3/11/2019	1st Community Operating	1629	Wv Envirothon	Scholarship Sponsor 2019	588-Outreach	R	-250.00
3/22/2019	1st Community Operating	DEP	State Of West Virginia	Direct Deposit on 3/21/19	450-Assessment-SWA	R	1,582.30
4/8/2019	1st Community Operating	1630	Upshur County Commission	Payroll reimb B Smith 1st qtr 2019	585-Personnel	R	-2,720.88
4/8/2019	1st Community Operating	1631	Frontier	Tele phone bill 4/22/19	536-Telephone	R	-50.79
4/8/2019	1st Community Operating	1632	Burl Smith	EDDM mailing to all PO's	535-Mileage	R	-73.08
4/8/2019	1st Community Operating	1633	Lamar Companies	Sign April Make It Shine,Billboar...	588-Outreach	R	-557.90
4/16/2019	1st Community Operating	DEP	State Of West Virginia	Received by Direct Deposit	450-Assessment-SWA	R	1,513.96
5/13/2019	1st Community Operating	1634	Washington District	1st Place	570-Bounty Program	R	-250.00
5/13/2019	1st Community Operating	1635	B-U High School	2nd Place & Hi Volume	570-Bounty Program	R	-350.00
5/13/2019	1st Community Operating	1636	Union Elementary	3rd Place	570-Bounty Program	R	-150.00
5/13/2019	1st Community Operating	1637	Tennerton Elementary	Participant	570-Bounty Program		-50.00
5/13/2019	1st Community Operating	1638	B-U Middle School	High Volume & Participant	570-Bounty Program	R	-200.00
5/13/2019	1st Community Operating	1639	Buckhannon Academy	Participant	570-Bounty Program	R	-50.00
5/13/2019	1st Community Operating	1640	Hodgesville Elementary	Participant	570-Bounty Program	R	-50.00
5/13/2019	1st Community Operating	1641	French Creek Elementary	Participant	570-Bounty Program	R	-50.00
5/13/2019	1st Community Operating	1642	Rock Cave Elementary	Participant	570-Bounty Program	R	-50.00
5/13/2019	1st Community Operating	1643	Mountain State Waste	Bins at Rk Cave Make It Shine	580-Promotion	R	-430.57
5/13/2019	1st Community Operating	1644	City Of Buckhannon-Waste Dept	Bins from Rk Cave on 4/13 at Tr...	580-Promotion	R	-112.40
5/13/2019	1st Community Operating	1645	Frontier	Tele phone bill 5/22/19	536-Telephone	R	-50.35
5/13/2019	1st Community Operating	1646	Mountaineer Newspaper	Ads for EarthDay-Recycling 2019	588-Outreach	R	-118.00
5/13/2019	1st Community Operating	1647	The Sign Guy	Celebration of Recyccling Sign	580-Promotion	R	-70.00
5/13/2019	1st Community Operating	1649	WV DEP	Jr Conservation Camp, 7 sponsors	510-Conservation Camp	R	-1,050.00
5/13/2019	1st Community Operating	1648	VOIDED	Check #1649 superseded this.		R	0.00
5/13/2019	1st Community Operating	1650	RECYCLING COALITION OF WV, INC.	Contribution 2019	588-Outreach	R	-175.00
5/17/2019	1st Community Operating	DEP	State Of West Virginia	Received 5/17/19 Direct Deposit	450-Assessment-SWA	R	1,726.70
6/10/2019	1st Community Operating	1651	Burl Smith	Reimb printer ink	566-Office Supplies	R	-14.02
6/10/2019	1st Community Operating	1652	UCSWA-SWMB Account/1st Comm B...	Maintain \$100 minimum in SWM...	482-transfer Funds	R	-24.00
6/10/2019	1st Community Operating	1653	...Burl Smith	Cell phone supp	536-Telephone	R	-150.00
					580-Promotion	R	-13.78
6/10/2019	1st Community Operating	1654	Frontier	Tele phone bill due in June	536-Telephone	R	-50.35
6/10/2019	1st Community Operating	1655	City Of Buckhannon - Waste Collectio...	Curbside Support-Apr-Jun 2019	588-Outreach	R	-900.00
6/10/2019	1st Community Operating	1656	MOUNTAINEER Boys State	2 boys 2019	511-Boys State	R	-500.00
6/11/2019	1st Community Operating	DEP	SWMB Account	Reimbursement for EDDM cost	483- Transfer Of Funds	R	85.95
6/17/2019	1st Community Operating	DEP	State Of West Virginia	Direct Deposit for June 2019	450-Assessment-SWA	R	3,530.71

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Register Report— Operating Account FY 2019

7/1/2018 through 6/30/2019

7/5/2019

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Date	Account	Num	Description	Memo	Category	Cl Amount
BALANCE 6/30/2018:						10,439.07
7/5/2018	1st Community Operating	DEP	Upshur County Magistrate Court	Received August 2017	480-Magistrate Court	R 150.00
7/9/2018	1st Community Operating	1600	Upshur County Commission	Payroll reimb B Smith 2nd qtr 2018	565-Personnel	R -3,172.81
7/30/2018	1st Community Operating	DEP	State Of West Virginia	Received 7/30/18	450-Assessment-SWA	R 2,133.59
8/13/2018	1st Community Operating	1601	AWVSWA	For 2018-19	567-Dues	R -200.00
8/13/2018	1st Community Operating	1602	The Sign Guy	Signage 2018 Shred Event	580-Promotion	R -11.00
8/29/2018	1st Community Operating	DEP	State Of West Virginia	Received 8/29	450-Assessment-SWA	R 2,235.50
9/10/2018	1st Community Operating	1603	Burl Smith	Cell phone supplement July, Aug...	536-Telephone	R -150.00
9/10/2018	1st Community Operating	1604	City Of Buckhannon - Waste Collectio...	Curbside Support-July, Aug, Sep...	588-Outreach	R -900.00
9/10/2018	1st Community Operating	1605	WV DEP	Youth Env conference	510 Conservation Camp	R -360.00
9/24/2018	1st Community Operating	DEP	State Of West Virginia	Received 9/24	450-Assessment-SWA	R 2,797.05
10/8/2018	1st Community Operating	1606	Delta Kappa Gamma	door prize for AWVSWA Conf	588-Outreach	R -36.00
10/8/2018	1st Community Operating	1607	BHM CPA Group, Inc.	FY 18 Audit	586-Audit Fees	R -1,080.00
10/8/2018	1st Community Operating	1608	WV STATE AUDITOR	FY18-Audit	586-Audit Fees	R -86.00
11/2/2018	1st Community Operating	DEP	State Of West Virginia	Received 11/2/18	450-Assessment-SWA	R 2,475.17
11/12/2018	1st Community Operating	1609	James S. Hollen III	Mileage Reimbursement Confere...	535 Mileage	R -58.86
11/12/2018	1st Community Operating	1610	Jacqueline McDaniels	Mileage Reimbursement Confere...	535 Mileage	R -57.77
11/12/2018	1st Community Operating	1611	G Paul Richter	Mileage Reimbursement Confer...	535 Mileage	R -27.80
11/12/2018	1st Community Operating	1612	JOYCE HARRIS-THACKER	Mileage Reimbursement Confere...	535 Mileage	R -27.80
11/12/2018	1st Community Operating	1613	Burl Smith	Mileage Reimbursement Confer...	535 Mileage	R -30.52
11/12/2018	1st Community Operating	1614	Upshur County Commission	Payroll reimb B Smith 3rd qtr 2018	565-Personnel	R -2,720.68
12/7/2018	1st Community Operating	DEP	State Of West Virginia	Received 12/7/18	450-Assessment-SWA	R 1,999.66
12/10/2018	1st Community Operating	1615	VOIDED	Voided for WV Direct Deposit		R 0.00
12/10/2018	1st Community Operating	1616	City Of Buckhannon - Waste Collectio...	Curbside Support-Oct-Dec 18	588-Outreach	R -900.00
12/10/2018	1st Community Operating	1617	AmeriMark	2500 pencils w/imprint	588-Outreach	R -570.85
12/10/2018	1st Community Operating	1618	...Burl Smith	Paper towels,etc	566-Office Supplies	R -39.29
					536-Telephone	R -150.00
12/24/2018	1st Community Operating	DEP	State Of West Virginia	Received 12/24/18	450-Assessment-SWA	R 2,306.70
12/28/2018	1st Community Operating	1619	AmeriMark	900 Grocery Totes(1103 REAP)	588-Outreach	R -114.95
12/28/2018	1st Community Operating	1620	Rehrig Pacific	400--18 gal bins (SWMB 1127)	575A-Curbside Bins	R -30.00
1/14/2019	1st Community Operating	1621	Frontier	Tele due 1/22/19. See REAP #1...	536-Telephone	R -35.76
1/14/2019	1st Community Operating	1622	Upshur County Solid Waste Authority	Checks ordered, Transferred to ...	483- Transfer Of Funds	R -24.00
1/18/2019	1st Community Operating	DEP	State Of West Virginia	Received Email notice of Direct ...	450-Assessment-SWA	R 2,036.29
2/11/2019	1st Community Operating	1623	Frontier	Tele phone bill 2/21/19	536-Telephone	R -50.79
2/11/2019	1st Community Operating	1624	Upshur County Commission	Payroll reimb B Smith 4th qtr 2018	565-Personnel	R -3,172.81
2/21/2019	1st Community Operating	DEP	State Of West Virginia	Received email notice of deposit...	450-Assessment-SWA	R 1,562.86
2/21/2019	1st Community Operating	DEP	State Of West Virginia	Direct Deposit of 2nd installment ...	141-swmb Grant	R 6,585.00

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7/5/2019

Cash Flow FY 2019
7/1/2018 through 6/30/2019

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Category	7/1/2018- 6/30/2019
INFLOWS	
Uncategorized	0.00
141-swmb Grant	19,755.00
421-REAP Grant	1,576.00
440-Interest Income	12.61
450-Assessment-SWA	25,900.49
480-Magistrate Court	150.00
482-transfer Funds	-6,561.00
TOTAL INFLOWS	40,833.10
OUTFLOWS	
483- Transfer Of Funds	-61.95
510 Conservation Camp	1,410.00
511-Boys State	500.00
535 Mileage	275.83
536-Telephone	1,192.51
560 Insurance	1,638.00
565-Personnel	11,786.98
566-Office Supplies	439.31
567-Dues	200.00
570-Bounty Program	1,200.00
572-Conference	1,351.00
575A-Curbside Bins	3,800.00
576 Postage	162.00
580 Promotion	444.35
580-Promotion	358.40
581 field Trips	99.82
581-EDDM Mailing	4,442.90
581-Field Trips	575.23
586 Audit Fees	1,166.00
588-Outreach	9,379.80
REIMBURSEMENT	85.95
TOTAL OUTFLOWS	40,446.13
OVERALL TOTAL	386.97

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7/5/2019

Account Balances - As of 6/30/2019

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Account	6/30/2018 Balance	12/31/2018 Balance	6/30/2019 Balance
Bank Accounts			
1st Comm. SWMB	100.00	702.95	100.00
1st Community Money Mkt	19,533.98	19,538.83	19,546.59
1st Community Operating	10,439.07	13,812.41	12,956.11
1st Community REAP	2,242.68	94.86	100.00
TOTAL Bank Accounts	32,315.73	34,149.05	32,702.70
OVERALL TOTAL	32,315.73	34,149.05	32,702.70

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UPSHUR COUNTY BUILDING PERMITS
JULY 1, 2019 - JULY 15, 2019

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	
7/1/2019	7785	7766	COOLEY, PAUL	91 YARROW DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00	OL	NEW ROOF SHINGLES	HOME WIZARDS INC, 1314 SPAGNOL LN, WESTERVILLE, OH 43081	
7/2/2019	7786	NEW	SHORT, MARK A	414 OHIO AVE, NUTTER FORT, WV 26301	\$29,800.00	\$15.00	CHECK	22' X 20' ONE-STORY CABIN WITH SIDING AND 6' X 12' FRONT PORCH; 12' X 12' STORAGE BUILDING	SELF	
7/2/2019	7787	NEW	SMITH, ERIC	252 HANALEI DR, MORGANTOWN, WV 26508	\$6,500.00	\$15.00	CASH	2 BEDROOM APARTMENT	SELF	
7/2/2019	7788	920	MOORE, ANTHONY W	28 TRAVELERS RD, BUCKHANNON, WV 26201	\$1,600.00	\$15.00	CHECK	REPLACING ROOF ON HOUSE	SELF	FLOODPLAIN; ALL ROOF WORK ONLY
7/8/2019	7789	11082	ESKEW, LINDA E	2118 BAILEY RIDGE RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00	CASH	11 NEW WINDOWS	WINDOW WORLD, 2854 WINFIELD RD, SAINT ALBANS, WV 25177	
7/9/2019	7790	NEW	MCCLAIN, WILLIAM	3717 STATE ROUTE 534, NEWTON FALLS, OH 44444	\$2,500.00	\$15.00	CASH	REMODEL GARAGE INTO APARTMENT	SELF	FLOODPLAIN; ALL INSIDE WORK
7/9/2019	7791	16812	BENNETT, MICHELE	121 PRETTY VIEW DR, LOST CREEK, WV 26385	\$1,000.00	\$15.00	CC	ROOF REPAIR; ENCLOSING EXISTING STRUCTURE; ADDING ROOM TO EXISTING STRUCTURE; ELECTRIC TO STRUCTURE	SELF	
7/9/2019	7792	16730	BARR, ALAN D AND DIANA	3659 RICHWOOD RUN RD, JACKSONBURG, WV 26377	\$15,000.00	\$15.00	CASH	24' X 32' NEW CABIN	SELF	
7/9/2019	7793	NEW	CALVARY CHAPEL MOUNTAIN HIGHLANDS	PO BOX 2193, BUCKHANNON, WV 26201	\$70,000.00	\$15.00	CHECK	76' X 28' BUILDING	CLAYTON HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
7/15/2019	7794	11884	JACK, WILLIAM AND MICHELLE	3525 OLD ELKINS RD, BUCKHANNON, WV 26201	\$14,000.00	\$15.00	CASH	METAL ROOF INSTALLATION	ROBERT HORNER, 335 DEER CREEK LN, BUCKHANNON, WV 26201	
7/15/2019	7795	81651	METZ, NATHANIEL AND KELSEY	299 BRIAR RIDGE RD, ELLAMORE, WV 26267	\$30,000.00	\$15.00	CHECK	3 STALL DETACHED GARAGE	SELF	
7/15/2019	7796	4010	SHREVE, ALAN	2639 BRUSHY FORK RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00	CC	13' X 23' CONCRETE FLOOR IN GARAGE	SELF	
					TOTAL	TOTAL				
					\$180,900.00	\$180.00				

UPSHUR COUNTY BUILDING PERMITS
JULY 16, 2019 - JULY 31, 2019

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	
7/17/2019	7797	11657	LIGHT, WILLIE	511 PAUL SMITH RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00	CC	NEW HOUSE ROOF	SELF	
7/17/2019	7798	6182	MCKISIC, SUSAN	1776 FRENCHTON RD, FRENCH CREEK, WV 26218	\$8,600.00	\$15.00	CASH	ROOF; SOFFIT; FASCIA; GUTTERS	APPALACHIAN RENOVATIONS, 2742 FRENCHTON RD, FRENCH CREEK, WV 26218	
7/19/2019	7799	NEW	BRAGG, TIMOTHY DALTON	4807 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$150,000.00	\$15.00	CASH	32' X 40' NEW HOUSE AND 30' X 40' GARAGE	SEPTIC SOLUTIONS, PO BOX 172, ADRIAN, WV 26210	
7/18/2019	7800	5457	SIMONS, ROBERT M	2612 ABBOTT RD, BUCKHANNON, WV 26201	\$14,300.00	\$15.00	CASH	NEW METAL ROOF	APPALACHIAN ROOFING AND SHEET METAL, 2742 FRENCHTON RD, FRENCH CREEK, WV 26218	
7/18/2019	7801	81817	FATO, JUDY	PO BOX 2340, BUCKHANNON, WV 26201	\$38,000.00	\$15.00	CHECK	28' X 44' NEW DOUBLE WIDE	WV DEVELOPMENT CORP, PO BOX 2340, BUCKHANNON, WV 26201	

7/18/2019	7802	81818	FATO, JUDY	PO BOX 2340, BUCKHANNON, WV 26201	\$20,000.00	\$15.00	CHECK	NEW SINGLE WIDE MOBILE HOME	WV DEVELOPMENT CORP, PO BOX 2340, BUCKHANNON, WV 26201	(61)
7/18/2019	7803	81819	FATO, JUDY	PO BOX 2340, BUCKHANNON, WV 26201	\$20,000.00	\$15.00	CHECK	NEW SINGLE WIDE MOBILE HOME	WV DEVELOPMENT CORP, PO BOX 2340, BUCKHANNON, WV 26201	
7/18/2019	7804	NEW	CHIDESTER, JASON	369 PARKWOOD DR, BUCKHANNON, WV 26201	\$215,000.00	\$15.00	CASH	76' X 32' NEW HOME WITH FRONT PORCH AND BACK DECK; 32' X 28' GARAGE; CARPORT WITH DECK; 14' X 16' STORAGE BUILDING	FREEDOM HOMES, RT 33 EAST, BUCKHANNON, WV 26201	
7/18/2019	7805	NEW	SNYDER, GEORGE AND WANDA	1275 OLD RT 33, WESTON, WV 26452	\$1,400.00	\$15.00	CHECK	24' X 24' STORAGE SHED; 16' X 16' PAVILION; 3' X 20' WALK BRIDGE;	SELF	
7/22/2019	7806	11234	KESLING, KEVIN	1745 SELBYVILLE RD, ROCK CAVE, WV 26234	\$1,000.00	\$15.00	CASH	32' X 60' POLE BARN	SELF	
7/22/2019	7807	6602	HANIFAN, DANIEL	2328 HICKORY FLAT RD, BUCKHANNON, WV 26201	\$500.00	\$15.00	OL	12' X 24' ADDITION TO EXISTING BARN	SELF	
7/22/2019	7808	10811	LEE, BARBARA		\$3,400.00	\$15.00	MONEY ORDER	NEW METAL ROOF ON HOUSE AND EXISTING FRONT PORCH; REPLACE WINDOWS AND DOORS; GABLE MAINTENANCE; REPAIR BEDROOM CEILING	SELF	
7/23/2019	7809	10650	WILFONG, DEBORAH R	18620 RT 20 SOUTH RD, ROCK CAVE, WV 26234	\$7,500.00	\$15.00	CC	REPAIR EXISTING HOME	SELF	
7/23/2019	7810	NEW	MERRIMAN, MARK	1996 BURNT BRIDGE RD, BUCKHANNON, WV 26201	\$500.00	\$15.00	CASH	8' X 16' HOMEMADE CAMPER AND 8' X 10' ADDITION	SELF	
7/23/2019	7811	1685	BUCKHANNON EAGLES	2671 CLARKSBURG RD, BUCKHANNON, WV 26201	\$3,200.00	\$15.00	CHECK	100' X 66' FENCE	SELF	FLOODPLAIN; CONDITIONAL
7/23/2019	7812	80281	WAYS, LOWELL	6956 ALTON RD, FRENCH CREEK, WV 26218	\$6,000.00	\$15.00	CC	12' X 12' ADDITION TO HOUSE; 12' X 30' POLE BARN; 16' X 20' POLE BARN	SELF	
7/25/2019	7813	9127	SAYRE, GARRY	336 BIG RUN RD, FRENCH CREEK, WV 26218	\$3,500.00	\$15.00	CHECK	10' X 20' OUT BUILDING	SELF	
7/25/2019	7814	11893	MILLS, DAVID WAYNE	5523 OLD ELKINS RD, BUCKHANNON, WV 26201	\$18,000.00	\$15.00	CASH	16' X 28' DECK ON FRONT OF HOUSE	SELF	
7/26/2019	7815	6516	BENNETT, JOHN	64 WALNUT DR, BUCKHANNON, WV 26201	\$4,500.00	\$15.00	CASH	12' X 20' BUILDING	SELF	
7/26/2019	7816	81406	EDDY, MELINDA	223 BAILEY RIDGE RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00	CHECK	12' X 16' STORAGE BUILDING AND 12' X 20' STORAGE BUILDING	SELF	
7/26/2019	7817	81170	RIFFLE, GERALD	14456 RT 20 SOUTH RD, FRENCH CREEK, WV 26218	\$2,500.00	\$15.00	CASH	10' X 16' OUT BUILDING	SELF	
7/29/2019	7818	10364	LINGER, STEVE	4188 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$500.00	\$15.00	CC	ROOFS	SELF	
7/29/2019	7819	NEW	COGAR, JEFF	25 RICHWOOD ST, BUCKHANNON, WV 26201	\$100,000.00	\$15.00	CASH	28' X 68' DOUBLE WIDE AND 10' X 16' PORCH	FREEDOM HOMES, RT 33 EAST, BUCKHANNON, WV 26201	
VOID	7820									
7/29/2019	7821	6809	UPSHUR COUNTY BOARD OF EDUCATION	102 SMITHFIELD ST, BUCKHANNON, WV 26201	\$156,000.00	\$15.00	CASH	SITE DRAINAGE, FOUNDATION REPAIRS TO TENNERTON ELEMENTARY SCHOOL	DANHILL CONSTRUCTION CO., PO BOX 685, GAULEY BRIDGE, WV 25085	
7/29/2019	7822	4988	NEWMAN, JANET	76 EAGLE ST, BUCKHANNON, WV 26201	\$1,000.00	\$15.00	CASH	8' X 10' SHED	SELF	
7/30/2019	7823	NEW	ELL, JUDY	168 INDIAN RUN RD, SALEM, WV 26426	\$10,000.00	\$15.00	CASH	20' X 30' CAMP	SELF	
7/30/2019	7824	2720	KFFHNER, JULIA A	2299 KESLING RIDGE RD, BUCKHANNON, WV 26201	\$35,000.00	\$15.00	CHECK	8' X 28' ADDITION; NEW ROOF AND SIDING; CUPOLAS ON ROOF; RAMP;	SELF	
7/30/2019	7825	NEW	ROBINSON, SHAWNA	20 HAWKINS DR, BUCKHANNON, WV 26201	\$15,000.00	\$15.00	CC	NEW MOBILE HOME	JEFFREY W LOFTON DBA CUSTOM TRANSPORTING & EXCAVATION, 112 ONNAS LN, BELINGTON, WV 26250	
					TOTAL	TOTAL				
					\$840,900.00	\$420.00				
					GRAND TOTAL	GRAND TOTAL				
					\$1,021,800.00	\$600.00				

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LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF <u>July</u> 2019		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$315	\$240
CHECK	\$80	\$20
E STORE CREDIT CARD	\$125	\$50
SUBTOTAL	\$520	\$310
SPAY/NEUTER DEPOSIT		
CASH	\$550	\$200
CHECK	\$200	\$50
E STORE CREDIT CARD	\$400	\$50
SUBTOTAL	\$1,150	\$300
BOARD RESCUE		
CASH	\$0	\$10
CHECK	\$20	\$0
E STORE CREDIT CARD	\$50	\$0
SUBTOTAL	\$70	\$10
MICRO-CHIPPING		
CASH	\$0	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$0	\$0
DONATIONS		
CASH	\$0	\$0
CHECK	\$162	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$162	\$0

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OTHER	\$0	\$0
TOTAL	\$1,902	\$620

EXPLANATION:

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LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(July) 2019

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	1	0	1
Cats brought in by Animal Control Officer	2	5	7
Cats brought in by County Residents	41	12	53
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	19	0	19
Cats Quarantined	0	0	0
Cat returned to owner	0	0	0
Cats Escaped	1	0	1
Adoptions:			
With Charge	14	1	15
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	25	2	27
Euthanasia:			
Owner Request	0	0	0
Other	28	9	37

Janelle L Cochran
 Signature

Aug 12, 2019
 Date

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LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (August 12, 2019)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (July) 2019

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	20	23	43
Other Animals brought in by Animal Control Officer	0	0	0
Dogs brought in by County Residents	14	4	18
Dogs brought in by Law Enforcement	1	0	1
Dogs in Drop Box	8	0	8
Dogs Quarantined	0	2	2
Dogs Returned to Owner	2	3	5
Dogs Escaped	0	0	0
Adoptions:			
With Charge	12	9	21
Without Charge	0	0	0
Rescues:			
With Charge	8	1	9
Without Charge	5	3	8
Euthanasia:			
Owner Request	0	0	0
Other	0	0	0

Jamille L. Oshman

Signature

August 12, 19

Date

66.

DUSTIN HOLLEN, ANIMAL CONTROL / HUMANE OFFICER

MONTHLY ANIMAL REPORT

~~June~~ 2019
July

TRANSACTION	#
Animals picked up by ACO:	21
Dogs	20
Other	2
Animals returned to Owner by ACO:	0
Dogs	0
Other	0
Animals Delivered to LUACF:	21
Dogs	20
Other	1
Animals Quarantined by ACO:	0
Dogs	0
Other	0
Animals Terminated:	1
Dogs	1
Other	0
Total Number of Hours Involved	128 1/2

Dustin L. Hollen
Signature

8-1-2019
Date

August 2019











JAMES W. CURRY PUBLIC LIBRARY

1721 BROOKS HILL ROAD, FRENCH CREEK, WV 26218

PHONE: 304-924-6724 EMAIL: jameswcurrypubliclibrary@gmail.com FACEBOOK: @jwcpl

MON - WED 11AM - 7 PM, THUR 1 PM - 7 PM, FRI 10 AM - 6 PM, SAT 10AM - 3 PM

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

A JUNE of Stories Summer Reading Skating 				1	2	3	
4	5	Party at Skateland in Buckhannon 7 to 9 pm REGISTERED SUMMER READERS WITH COMPLETED READING RECORDS. SKATING, GAMES, DRAWINGS, PRIZES, REFRESHMENTS 		7	8	9	10
11	12	13	14	15	16	17	
							
18	19	20	21	22	23	24	
 CALLANETICS WITH BEV'LY ANN 2:00 PM		FAMILY Storytime 5:45 PM "LIZARDS"	 CALLANETICS WITH BEV'LY ANN 5:45 PM  ADVISORY BOARD MEETING 10 AM \$ FUND RAISING COMMITTEE MEETING 11:30 AM  CALLANETICS WITH BEV'LY ANN 5:45 PM				
25	26	27	28	29	30	31	
 CALLANETICS WITH BEV'LY ANN 2:00 PM		FAMILY Storytime 5:45 PM "FIREFLIES"	 CALLANETICS WITH BEV'LY ANN 5:45 PM	BEGINNING SEPTEMBER LEARN NEW TECHNIQUES, ENJOY GOOD COMPANY, QUILTING FUN HELP SUPPORT THE LIBRARY! 			

ELKINS ROAD PUBLIC SERVICE DISTRICT**Agenda**

68

Meeting Regular Monthly Meeting**Start Time** 5:30 PM**Date** Tuesday, August 6, 2019**Place** P.S.D. Office
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson 5:30 PM
 Pledge of Allegiance
 Roll Call Introduce Board of Directors
 Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews
 Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Sharon Burr;
 System Operator-David Wamsley
 Recognize Current Customers
 Approval of Minutes - July 2, 2019 Regular Monthly Meeting **Vote**
 Treasurer Report/Payment of Bills for July/bal of June Invoices **Vote**

ITEMS FOR DISCUSSION

Ray Eckes and Patricia Higham **Vote**
 Busted line under dwelling HC 71 Box 85
 Seasonal customer

Meter Reader Dismissal-Rockie Nottingham **Vote**
 Explanation of problems

Back Up Help for System Operator **Vote**
 Discuss Options

Policy for Meter Reading **Vote**
 Seasonal customers

Phase III Extension Project Update **Vote**
 Invoice payment approval
 Update on Project
 Pre-Const Sign Ups
 Easements/Right of Ways

Maintenance Report**Personnel**

New Billing Clerk-Nora Lindsey Wilson
 Benefit offering - Health Ins. To Employee only; no family coverage

Date & Time of September 2019 Meeting - Tuesday, September 3, 2019 @ 5:30 pm**Adjournment****Vote**

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

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

69

Meeting Agenda
Upshur County Administrative Annex
Thursday, August 8, 2019
3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - July 11, 2019
- V. Report and/or action on Pending Cases
 - 020917-01 (Wojnovich / Simmons) – Review photographs of property
 - 061418-03 (Best) – Sold at tax sale, property owner has 18 months to redeem – waiting until the end of the 18 month period to see if the new owner brings the property into compliance – Sold during tax sale during November 2018. Discuss during May 2020 meeting.
 - 041119-01 (Knight) – Review photographs of property
 - 041119-02 (Perrine) – Review photographs of property from first extension. Per the e-mail from Officer Tanner Collins of July 18, 2019, the DNR is still involved in this case and visiting the property.
 - 061319-01 (Riffle) – Initial deadline is 10/9/19
 - 071119-01 (Harper) – Review photographs of property
- VI. Consider requests to establish new cases
 - No new complaint(s) as of 12 p.m. August 5, 2019
- VII. Adjournment

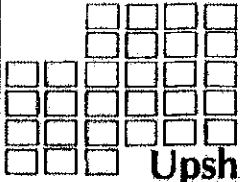
The next Safe Structures & Sites Board Meeting will be held on Thursday, September 12, 2019 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

Buckhannon-Upshur Airport Authority Agenda

Buckhannon-Upshur Airport Authority-W22 Terminal Building

Thursday, August 8, 2019 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report – President
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval for correction to the fiscal year end adjustment to our Jet-A inventory due to an unaccounted-for fuel sale of 257.0g. The adjustment was originally approved for -624.24g and should now be -372.24.
 - Secretary's Report – Rich Clemens, Secretary
 - CofC Open House at Airport – September 16, noon
 - Engineering Reports – Chapman/Technical
 - Update on terminal building project and WVAC grant application for hangar reimbursement.
 - Operations – Jamie Wilt, Jennifer Powers
 - Fuel Prices/Inventory
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - New hangar space requests/applications/updates
- G. New Business:
 - Plan to initiate the new terminal building (furnishings, equipment, move-in, grand opening ceremony, etc.)
 - Officer elections
 - Data processing equipment purchase approval
 - Report from Jeff Bubar (via telephone)
- H. Board Member Comments and Announcements
- I. Adjournment



Upshur County

(71)

Family Resource Network

**P.O. Box 2115
Buckhannon, WV 26201**

**Telephone (304) 473-1051
Fax (304) 473-0945**

Email: upshurfrn@yahoo.com

**UCFRN General Membership Meeting
August 12, 2019 12:00PM**

Stockert Youth & Community Center

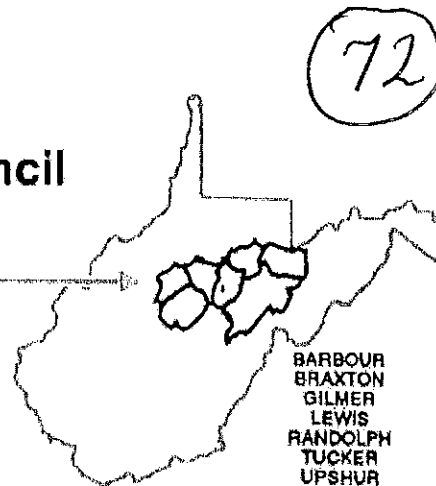
Agenda Topics

- Greeting and invocation
- Introductions (around the room)
- Director's report including Intermountain Collaborative, Safe at Home/Family First, meetings, events
- Guest speakers: Mountain CAP on Community Needs Assessment
- Information Sharing
- Closing

Next meeting Monday, September 9, 2019 at 12:00 pm at Stockert Youth Center

Region VII Planning and Development Council

99 EDMISTON WAY • SUITE 225 • BUCKHANNON, WV 26201
PHONE: (304) 472-6564 • FAX (304) 472-6590



AGENDA—Regular Meeting **The Event Center at Brushy Fork, Buckhannon, WV 26201** **August 12, 2019** **12:00 pm**

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Introductions
5. Presentation: Cannon Wadsworth – Global, Science & Technology, Inc.
6. Approve minutes from April 22, 2019 regular meeting
7. Treasurer's Report
8. Discussion and Approval of Engagement Letter for FY2019 Audit
9. Discussion on Procurement of Future Audits
10. Chairman's Report
11. Executive Director's Report
12. Update on GIS Enterprise Agreement
13. Review of Annual Report
14. Election of Officers for FY2020
15. Consider Projects for Review
16. Adjournment

The next regularly scheduled meeting is tentatively set for October 28, 2019.

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**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, August 15, 2019**

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 Greetings

B. Recognized Guests

- B.1 Poundstone Memorial Scholarship 2019
- B.2 Recognition American Legion Baseball Team
- B.3 Recognition of August BEST Award Winner Stan Rexroad
- B.4 D.A.R. –Women in American History

C. Department & Board Reports

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 SYCC Director-Debra Brockleman
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Police Chief-Matthew Gregory
- C.6 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Celebrate Jimmy Pankow's 72nd Birthday at Jawbone Park on 08/20/19 at 5PM
- D.2 Letter of Invite to Jimmy Pankow
- D.3 Article-McCauley wins Mayor of the Year at 50th annual WV Municipal League Conference
- D.4 Thank you Letter to WVML President Steve Williams
- D.5 Timeline- City of Buckhannon 2025 Comprehensive Plan
- D.6 Calendar of Events August-October 2019
- D.7 Proclamation Hazel Davidson 101 Birthday

E. Consent Agenda

- E.1 Approval of Minutes-Regular meeting 08/01/19
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills
- E.4 The Social LLC-Zoning Form to WVABCA
- E.5 Appointment of City's Rep BU Airport Authority Board of Directors

F. Strategic Issues for Discussion and/or Vote

- F.1 Ordinance No. 437 Employee Health Insurance 2nd Final Reading
- F.2 Ordinance No. 438 Purchasing 1st Reading
- F.3 Continued Discussion Part Time Firefighter/Home Rule
- F.4 Set Date for Trick or Treat October 31, 2019 6pm-7:30pm
- F.5 Agreement with Upshur BOE to use room at SYCC for Alternative Classroom

G. Comments and Announcements

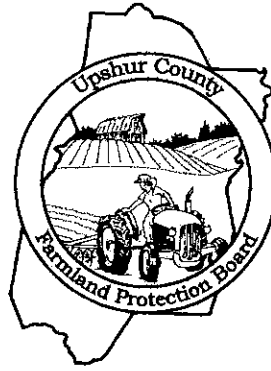
- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

Next Regular Scheduled City Council Meeting September 5, 2019

Posted 08/12/19



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Notice of Monthly Meeting Upshur County Farmland Protection Board

Location: West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV

Date: August 15, 2019

Time: 2:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: April 18, 2019

BUSINESS ITEMS – Discussion/Update/Action

- IRS – request to remove 501(c)3 (\$400) – Update
- Applications for FY20
- Hicks monitoring
- FY18 audit – Auditor's office included FPB in engagement letter
- Ethics and Open Meetings Act training in Clarksburg
- Assessor mailing – update
- Assessor networking opportunity

FINANCIAL MATTERS – Discussion/Update/Action

- FY19 Financial Spreadsheet
- Checking Account - Bank Statement Balance --- \$ _____
- CD Balance --- \$ _____
- WVMM Balance --- \$ _____
- Transfer Tax Deposit/Credits --- \$ _____
- Payment of Bills / Invoices ---
 - Saddleback Services
 - County Commission for audit services

OTHER BUSINESS

DATE OF NEXT MEETING

ADJOURNMENT

*****Notice of SPECIAL Meeting*****

Buckhannon-Upshur Parks and Recreation Advisory Board

Location: Upshur County Pavilion

Date: August 19, 2019

Time: 5:30 PM

Agenda

1. Call meeting to order.
2. Approve July minutes
3. Public comment
4. Discuss boat launch input signs
5. Discuss Community Float Progress
6. Discuss objectives and goals (1 yr. vs. next 5 yrs.) of the Board
7. Adjournment

Next Meeting: 5:30 PM, September 9, 2019 at the pavilion.

(76)

Elkins Road Public Service District
Board of Directors' Regular Meeting
July 2, 2019

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, July 2, 2019.

Chair, Carey Wagner, called the meeting to order at 5:35 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-David Wamsley

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

Recognize that five (5) customers were present.

APPROVAL OF MINUTES

Minutes of June 10, 2019 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 the financial report and pay the bills to date. Larry Heater seconded the motion. Motion carried

WVRWA CONFERENCE – SNOWSHOE 2019

Discussion followed on who will be the voting delegate and approval for attending the WVRWA Conference in August. Sonny Matthews made a motion to approve Carey Wagner as voting delegate and for attending the conference. Larry Heater seconded. Motion carried

PHASE III EXTENSION PROJECT

No invoices were presented by Region VII for payment.

(77)

Elkins Road Public Service District
Board of Directors' Regular Meeting
July 2, 2019

PHASE III EXTENSION PROJECT con't.

Carey and Carolyn brought Board members up to date on Phase III Project according to phone conference call. Booster station land acquisitions for Phase III are the hold up now on getting the Preliminary Title Opinion completed and sent in.

Tentative date set for gas line relocation for Monday, July 8th.

MAINTENANCE

Dave Wamsley, System Operator, discussed the June Maintenance Report which he had prepared for the meeting. Several leaks had been repaired which included a couple of busted meter bottoms. Continuing to look for unaccounted water loss throughout the system. Will work to repair fences at Waugh and Jack Hill Tank locations as well as get the Union Booster floor cleaned up and painted.

PERSONNEL

Reviews were put on hold for a month or two.

There being no further business, **the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater.** Meeting adjourned at 6:05 p.m.

The next regular monthly meeting will be held on Tuesday, August 6, 2019 at 5:30 p.m.

Respectfully submitted:


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

Attachments: Agenda
Sign In Sheet
Copy of Financial Report

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Elkins Road Public Service District
Board of Directors' Regular Meeting
July 2, 2019

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
Sonny Matthews

Note: Recorded Meeting

ELKINS ROAD PUBLIC SERVICE DISTRICT

Agenda

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Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:30 PM</i>
Date	<i>Tuesday, July 2, 2019</i>	Place	<i>P.S.D. Office</i> <i>4536 Old Elkins Rd, Buckhannon</i>

Meeting Called to Order by Chairperson	5:30 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Sharon Burr;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - June 10, 2019 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for July/bal of June Invoices	Vote

ITEMS FOR DISCUSSION

WVRWA Conference - Snowshoe 2019	Vote
Registrations/Attendance	

Phase III Extension Project Update	Vote
Invoice payment approval	
Update on Project	
Pre-Const Sign Ups	
Easements/Right of Ways	
Gas Line Relocation by Graylock	

Maintenance Report

Personnel

Employee Reviews

Date & Time of August 2019 Meeting - Tuesday, August 6, 2019 @ 5:30 pm

Adjournment	Vote
-------------	-------------

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

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[illegible]

For the period from July 1 to July 31, 2019									
Page 2									
Date	Check #	Payee	Pay Today	Deposit	7/9/2019	7/16/2019	7/23/2019		
7/2/2019	15250	Carey Wagner	\$125.00						
7/2/2019	15251	WV CoRP	\$4,503.25						
		WV Municipal Bond Comm. EFT	\$3,290.00						
		WV Municipal Bond Comm. EFT	\$4,368.89						
7/2/2019	15252	US Postmaster/Billing							
		Payroll				\$2,800.00			
7/5/2019	15253	Sharon K Burr	\$575.09						
7/5/2019	15254	Carolyn S Douglas	\$891.15						
7/5/2019	15255	David M Wamsley	\$1,154.65						
		Total	\$27,944.64	\$12,400.00	\$0.00	\$5,095.00	\$13,383.02	\$0.00	
Grand total for month:									
\$46,342.56									
Note: MonPower Auto Deducts average									
per month is approximately: \$2,000.00									

82.

ELKINS ROAD PSD 2 - CHECK REGISTER							
For the period from July 1 to July 31, 2019							
Date	Check #	Payee	Pay Today	Deposit	7/9/2019	7/16/2019	7/23/2019
7/2/2019	1036	Elkins Road PSD #131		\$12,400.00			
7/2/2019	1037	Elkins Road PSD #131					
7/2/2019		WV Consolidated Public Retire. EFT	\$1,048.46				
7/2/2019		Chase - 841 Deposit EFT	\$1,729.32				
7/2/2019		WV State Tax Dept. EFT	\$328.00				
7/2/2019	15228	Atlas Group LLC	\$452.50				
7/2/2019	15229	Sharon Burr	\$57.42				
7/2/2019	15230	Carolyn Douglas	\$39.44				
7/2/2019	15231	City of Buckhannon	\$30.91				
		City of Buckhannon					\$11,038.02
7/2/2019	15232	Core & Main	\$2,967.99				
7/2/2019	15233	Clarksburg Water Board	\$69.00				
7/2/2019	15234	Elkins Road PSD	\$33.54				
		ERPSD-4712 (R&R)					\$700.00
		ERPSD-4704 (R&R)					\$100.00
		ERPSD-4720 (R&R 98 BOND)					\$900.00
		ERPSD-4712.2 (A&T)					\$565.00
7/2/2019	15235	Ford Motor Credit	\$582.18				
7/2/2019	15236	Frontier	\$242.95				
7/2/2019	15237	Larry J. Heater	\$125.00				
		HREA					
7/2/2019	15238	Sonny Matthews	\$125.00				
7/2/2019	15239	Monpower	\$132.42				
7/2/2019	15240	Mountain State Pest Guard	\$28.75				
7/2/2019	15241	Public Service Commission of WV	\$1,465.62				
7/2/2019	15242	Quill	\$105.46				
7/2/2019	15243	Reliance Laboratories	\$175.00				
7/2/2019	15244	Rockie Nottingham, Sr	\$1,339.75				
7/2/2019	15245	Randall Osburn	\$1,000.00				
7/2/2019	15246	Randall Osburn	\$432.68				
		Rural Development				\$2,295.00	
7/2/2019	15247	Thomas Douglas	\$85.60				
7/2/2019	15248	Triple L Mart	\$372.34				
7/2/2019	15249	US Cellular	\$66.20				

Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
July 8, 2019

Chair Joyce Harris-Thacker called the regularly scheduled 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 July 8, 2019.

Present at the meeting were: Joyce Harris-Thacker, Mary Gower, G. Paul Richter, Jacqueline (Jackie) McDaniels, James S. "Jay" Hollen, III, and Director Burl Smith. A quorum was present. There was one guest, JP Phillips, General Manager of Mountain State Waste.

The first order of business was the election of officers for FY 2020. A motion from Paul that the officers remain the same for FY 2020. Second by Mary. Motion carried.

The officers for FY 2020 are: Chair - Joyce Harris-Thacker, Vice-Chair - Jacqueline (Jackie) McDaniels, Treasurer--James S. "Jay" Hollen, III.

Minutes of the June 10, 2019 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes by Jay and second by Paul. Motion carried. The minutes were signed by the Chair and Director.

The Financial Report for June was presented by the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering June, 2019 were presented. The ending balances for the accounts are as follows:

• REAP Account	\$ 100.00
• SWMB Account	\$ 100.00
• Money Mkt Account	\$ 19,546.59
• Operating Account	\$ 12,956.11

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

Director's Report:

Burl Smith presented a written copy of the Director's Report for the Period from June 11, 2019 to July 8, 2019, 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:

JP Phillips stated that he came to the meeting because of the discussion on Recycling and Marketing Issues agenda item. He contributed to the discussion during the New Business agenda item and left the meeting after that agenda item.

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Old Business: None.

New Business:

- **City of Buckhannon Recycling Program/Marketing Issues —**

Burl opened the discussion by noting that he attended the 7/2/19 City of Buckhannon Waste Board meeting along with Jackie McDaniels, Jay Hollen and Paul Richter. He learned that the issue about the rejection of the mixed newspaper/magazines load discussed at the June meeting was because of mis-marketing of the load. It was sent as a No. 1 newsprint which commands a much better price per ton. However, the City's mixed paper collection failed to meet the quality criteria. Jerry Arnold, at that meeting, stated that the solution is to properly market the materials. It was brought out at that meeting, that the recycling market is down at this time and that nationwide, recycling operations are having to make adjustments. The City is taking the long-term position of getting much material out of the waste mainstream by recycling and avoiding landfill tipping costs. Based upon this report, there is no specific action required by the UCSWA.

- **WV SWMB – Request for Bylaws and Handbook —** Burl presented a request from the WV SWMB for copies of Bylaws and the Employee Handbook. If the bylaws were more than five years old they should be reviewed and possibly updated. He noted that this item had been addressed at the November 12, 2018 UCSWA Board meeting at which time the bylaws were reviewed and left unchanged and a copy sent to the SWMB. The Board had declined to develop an employee handbook for one part time employee. A motion by Jackie and a second by Jay that Burl notify the WV SWMB of the 11/12/2018 action and that nothing had changed in the interim. Motion carried.
- **FY 2019 SWMB Grant Final Report –** Burl presented the Final Report for review. He noted that all money had been spent in accordance with the approved grant as amended. Motion to have the chair sign the final report by Paul. Second by Mary. Motion carried.
- **WV State Auditor – Small Gov't Monitoring Program, In Lieu of Audit –** Burl noted that notice had been received from the WV State Auditor of the availability of this program. Although this program is available, the UCSWA has a contract for the FY 2019 Audit already. Use of this program could be a good consideration for next year.
- **Financial Report for FY 2019–** Burl and Jay presented the FY 2019 Financial Report for Review. A motion by Jackie and second by Paul to accept the FY 2019 Financial Report. Motion carried. The Report was signed by Jay and Burl and will be filed with the minutes of this meeting.

Board Member Items:

Burl noted that a letter of reappointment of Jackie to another term ending June 30, 2023 was received.


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3/4

With no further business, the meeting adjourned at 5:15 PM.

Respectfully Submitted,


Burl J. Smith, Director
July 8, 2019


Joyce Harris-Thacker, Chair

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

The Director's Report is attached on Pages 4 of 4.

UPSHUR COUNTY SOLID WASTE AUTHORITY

DIRECTOR'S REPORT—Burl Smith

Period from June 11, 2019 to July 8, 2019

Activities include:

- Prepared and distributed by email the minutes of the 6/10/19 meeting.
- Checked upshurwa@yahoo.com email daily.
- Checked mail at Post Office 2 or more times per week.
- Received email of Direct Deposit to Operating Account of SWMB Assessment check (\$3530.71) on 6/17/19. I made a copy of the notice and put in file. Since this amount exceeds previous month's checks, I called Scott Norman of the SWMB for an explanation. The check amount is correct. It just reflects the lower than average of previous months' checks.
- 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 June, 2019. 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 for the current Grants.
- Prepared checks for payment of bills.
- Cleaned office.
- Prepared Agenda and meeting package for the regularly scheduled 7/8/19 meeting. Posted Agenda on the office window and emailed to UCSWA Board, Upshur County Commission, press, etc. I did not post on the WV Secretary of State's office meeting notice website because according to some at the WV SWMB this is not necessary. Starting this FY 2020, this will no longer be posted.
- Pickup of litter at Crossroads Recycling Center was done twice this month.
- Received WVCORP director's insurance certificate of coverage for FY 2020.
- Received thank you letters from 4 of the campers to Junior Conservation Camp which we sponsor.
- Attended the 7/2/19 City of Buckhannon Waste Board meeting along with Jackie McDaniels, Jay Hollen and Paul Richter. Learned that the issue about the rejection of the mixed newspaper/magazines load discussed at the June meeting was because of mis-marketing of the load. It was sent as a No. 1 newsprint which commands a much better price per ton. However, the City's mixed paper collection failed to meet the quality criteria. Jerry Arnold, at that meeting, stated that the solution is to properly market the materials. It was brought out at that meeting, that the recycling market is down at this time and that nationwide, recycling operations are having to make adjustments. The City is taking the long term position of getting much material out of the waste mainstream by recycling and avoiding landfill tipping costs.
- Put copies of FY 2020 UCSWA Budget in packet for Board members.
- Mailed FY 2020 REAP Grant application. Received notice that it was received.
- Began preparing books for FY 2020 in UCSWA office.
- Prepared Final Report for FY 2019 SWMB Grant to be presented at July Board meeting. All money has been expended according to the approved grant budget as modified.
- Prepared FY 2019 Financial Report. It was reviewed by Treasurer Jay Hollen and we both signed off on the Report. Will be presented at July board meeting.

Thanks—Burl