

# Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: April 13, 2023

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

Approval of Minutes:

- March 30, 2023
- April 4, 2023 – Emergency Meeting

9:15 a.m. Bid opening and potential award for the Upshur County Courthouse and Annex Exterior Door Replacement Project \*

9:30 a.m. Bid opening and potential award for two new sport utility vehicles for the Upshur County Sheriff's Department. \*

9:45 a.m. Bid opening and potential award for a vehicle for the Upshur County Assessor's Department. \*

10:00 a.m. Proclamation declaring the week of April 9<sup>th</sup> through 15<sup>th</sup> as Public Safety Telecommunicators Week in Upshur County\*

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## Items for Discussion / Action / Approval:

1. Approval and signature of the Victims of Crime Act (VOCA) Grant Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$23,964 to be used to fund staff in the Upshur County Prosecuting Attorney's Office. \* [Pages 5-27](#)
2. Approval and signature of Lease Agreement between Hart Office Solutions and the Upshur County Commission for a new copier to be located in the Upshur County Clerk's Office. This lease will be billed monthly at \$266.53 per month for 63 months. All service and supplies will be billed monthly based on usage. \* [Pages 28-32](#)
3. Discuss Commission representative appointment to the Upshur County Development Authority. \*
4. Correspondence from Lacy Ramsey, Interim Executive Director of the Upshur County Convention & Visitors Bureau (CVB), requesting the re-appointment of Tabatha Perry as the County Commission representative to the CVB Board of Directors. Upon approval, this second term will be effective July 1, 2023 through June 30, 2026. \* [Page 33](#)
5. Approval of Lewis-Upshur Animal Control Facility volunteer, Jacob Fisher. \* [Under Separate Cover](#)
6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance

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

## **For Your Information:**

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

### 1. Public Notices:

#### a) Newsletters and/or Event Notifications:

- |   |                |                         |
|---|----------------|-------------------------|
| • Region VII Planning & Development Council                                 |                | <a href="#">Page 34</a> |
| • “How can local residents improve broadband in the state of West Virginia” |                |                         |
| • CCAWV County Government Essay Contest                                     | April 2023     | <a href="#">Page 35</a> |
| • Paper Shred Event   | April 29, 2023 | <a href="#">Page 36</a> |
| • James W. Curry Library Calendar of Events                                 | April 2023     | <a href="#">Page 37</a> |
| • Broadband Listening Session   | May 9, 2023    | <a href="#">Page 38</a> |

#### b) Agendas and/or Notice of Meetings:

- |  |                |                         |
|--|----------------|-------------------------|
| • Elkins Road PSD                                      | April 4, 2023  | <a href="#">Page 39</a> |
| • Buckhannon-Upshur Airport Authority *Special Meeting | April 4, 2023  | <a href="#">Page 40</a> |
| • Elkins Road PSD *Special Meeting **CANCELLED         | April 10, 2023 | <a href="#">Page 41</a> |
| • Upshur County Family Resource Network                | April 10, 2023 | <a href="#">Page 42</a> |
| • Buckhannon-Upshur Airport Authority                  | April 10, 2023 | <a href="#">Page 43</a> |
| • Buckhannon-Upshur Chamber of Commerce                | April 12, 2023 | <a href="#">Page 44</a> |
| • Upshur County Safe Structures and Sites              | April 13, 2023 | <a href="#">Page 45</a> |
| • Upshur Co. Commission Special Meeting                | April 18, 2023 | <a href="#">Page 46</a> |
| • Upshur County Farm Land Protection Board             | April 18, 2023 | <a href="#">Page 47</a> |

#### Meeting Minutes:

- |  |                   |                             |
|--|-------------------|-----------------------------|
| • Upshur County Farm Land Protection Board | January 19, 2023  | <a href="#">Page 48</a>     |
| • Wes-Mon-Ty RC&D Board of Directors       | February 21, 2023 | <a href="#">Pages 49-50</a> |
| • Upshur County Parks & Recreation         | February 21, 2023 | <a href="#">Pages 51-52</a> |
| • Elkins Road PSD                          | March 7, 2023     | <a href="#">Pages 53-56</a> |
| • Upshur County Solid Waste Authority      | March 13, 2023    | <a href="#">Pages 57-58</a> |

#### c) Meetings: **\*Dates and times of monthly board meetings are viewable at:**

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

### 2. Appointments Needed or Upcoming:

- Upshur County Enhanced Emergency Telephone Advisory Board - unexpired term June 30, 2023.  
(Community Representative)
- Upshur County Enhanced Emergency Telephone Advisory Board - unexpired term June 30, 2024.  
(Fire Service)
- Tennerton Public Service District - unexpired term July 31, 2023.

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters*

*of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment.*  
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Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

Next Regular Meeting of the Upshur County Commission  
April 20, 2023 --- 9:00 a.m.  
Upshur County Courthouse Annex

\*\*\*There will be a special meeting held on April 18, 2023 at 9 a.m. to lay the levy\*\*\*



**Whereas**, emergencies occur 24 hours per day, 7 days a week, 365 days a year that require Law Enforcement, Fire and Emergency Medical Services; and,

**Whereas**, when an emergency occurs the prompt response of Law Enforcement Officers, Firefighters, Emergency Medical Technicians and Paramedics is critical to the protection of life and preservation of property; and,

**Whereas**, such response would not be possible without Public Safety Telecommunicators who are the first and most critical contact our citizens have with emergency services; and,

**Whereas**, our Law Enforcement Officers, Firefighters, and Emergency Medical Service personnel are dependent upon the quality and accuracy of information obtained from citizens who telephone the Public Safety Telecommunicators working within the Upshur County Emergency 911 Communications Center; and,

**Whereas**, Public Safety Telecommunicators provide the vital link for our Emergency Services personnel by monitoring their activities by radio, providing them with invaluable information and ensuring their safety during the most dangerous times; and,

**Whereas**, Public Safety Telecommunicators of the Upshur County Emergency 911 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, treatment of patients, overall safety of our community and have been integral in the response to the COVID-19 Pandemic; and,

**Whereas**, Public Safety Telecommunicators of the Upshur County Emergency 911 Communications Center exhibit compassion, understanding and professionalism during the performance of their jobs on a daily basis;

**Now therefore be it Resolved**, that the Upshur County Commission declares the week of April 9 through 15, 2023 to be National Public Safety Telecommunicators Week in Upshur County, in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

*Signed this 13<sup>th</sup> Day April, 2023*

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Kristie G. Tenney, President  
Upshur County Commission

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Samuel R. Nolte, Commissioner

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Douglas K. Bush, Commissioner



**GRANT CONTRACT AGREEMENT**  
**BETWEEN**  
**DIVISION OF ADMINISTRATIVE SERVICES**  
**JUSTICE AND COMMUNITY SERVICES SECTION**  
**AND**  
**UPSHUR COUNTY COMMISSION**

**23-VA-072**

This **AGREEMENT**, entered into this **7<sup>th</sup> Day of April 2023** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and Upshur County Commission, hereinafter referred to as "Grantee."

**WHEREAS** JCS is the recipient of a Victims of Crime Act (VOCA) Program Funds from the United States Department of Justice; and

**WHEREAS** the Grantee is an eligible applicant who is desirous of receiving funds for: **This grant will fund staff in the Upshur County Prosecuting Attorney's Office to provide direct services to crime victims in Upshur County.**

**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.
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.
4. The Grantee will commence its duties under the Agreement on **July 1, 2023** and shall continue those services/activities until **June 30, 2024**. 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 **\$23,964.00** 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. Based on the program's most recent compliance audit, JCS has determined that the program is **High Risk and will not** 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 the application, 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 the application, 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 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 attached and such other special terms and conditions that JCS has set forth 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 electronically to the appropriate agency email addresses.
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.

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

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



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

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

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

### 1. LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

23-VA-072

55-6000406

4. Typed Name and Title of Authorized Representative

Kristle G. Tenney, Commission President

5. Signature

6. Date





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

Effective: July 23, 2019

Revision History: Method of correspondence changed to electronic on March 15, 2023.

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 emailed to the designated JCS Program Specialist.

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

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

of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.

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

18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

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



risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

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

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

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

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

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

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

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

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

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

**37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28

CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

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

38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (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 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](http://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]:** Kristie G. Tenney

**Authorized Official Signature:** \_\_\_\_\_

**Date:** April 13, 2023



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

Effective: July 23, 2019

Revision History: Condition #13 added on October 23, 2022

Revision History: Method of correspondence changed to electronic on March 15, 2023.

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 emailed to the designated JCS Program Specialist.

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of 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](http://www.it.ojp.gov/gjxdm).
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

[https://search.whitehouse.gov/search?affiliate=wh&form\\_id=usasearch\\_box&query=Indirect+Costs](https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs)

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, IN 47132



7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at [www.sam.gov](http://www.sam.gov) and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
  - Part 11, Applicability of Office of Management and Budget Circulars.
  - Part 18, Administrative Review Procedures.
  - Part 20, Criminal Justice Information Systems.
  - Part 22, Confidentiality of Identifiable Research and Statistical Information.
  - Part 23, Criminal Intelligence Systems Operating Policies.
  - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
  - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:**
  - Section A. Provisions applicable to a recipient that is a private entity*
    - I. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient, and the employees of any subrecipient may not engage in:

- (a) Severe forms of trafficking in persons;
- (b) Procurement of a commercial sex act;
- (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- (d) Acts that directly support or advance trafficking in persons, including acts such as:
  - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
  - Without legally sufficient justification as determined by the Office on Violence Against Women (OVW), failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
  - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
  - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
  - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrantee") that is a private entity:

- (a) Violated a prohibition in section A.1 of this award condition; or
- (b) Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either:
  - Associated with performance under this award; or
  - Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

*Section B. Provisions applicable to a recipient other than a private entity*

I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:

- (a) Severe forms of trafficking in persons;
- (b) Procurement of a commercial sex act;
- (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- (d) Acts that directly support or advance trafficking in persons, including acts such as:
  - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
  - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from

which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;

- Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
- Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
- Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:

- (a) Violated a prohibition in section B.1 of this award condition; or
- (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
  - Associated with performance under this award; or
  - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

*Section C. Provisions applicable to any recipient*

- I. The recipient must inform OVW promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section A.1 or B.1 of this award condition.
- II. OVW's authority to terminate this award unilaterally (without penalty), described in section A.2 and B.2 of this award condition:
- (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), (22 U.S.C. 7104(g)), and
  - (b) Is in addition to any and all other remedies for noncompliance that are available to OVW with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.
- III. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

*Section D. Definitions.*

For the purposes of this award condition:

- I. "Employee" means either:
- (a) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
  - (b) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not

limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).

- II. *"Forced labor"* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- III. *"Private entity"*:
  - (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
  - (b) Includes:
    - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
    - A for-profit organization.
- IV. *"Severe forms of trafficking in persons," "commercial sex act," and "coercion"* have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

14. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).  
 National Historic Preservation Act of 1966.  
 Flood Disaster Protection Act of 1973.  
 Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.  
 Control Act Amendments of 1972.  
 Safe Drinking Water Act.  
 Endangered Species Act of 1973.  
 Wild and Scenic Rivers Act.  
 Fish and Wildlife Coordination Act.  
 Historical and Archaeological Data Preservation.  
 Coastal Zone Management Act of 1979.  
 Animal Welfare Act of 1970.  
 Impoundment Control Act of 1974.  
 Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.  
 Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended  
 Death in Custody Act of 2000.

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

**Authorized Official [please print]:** Kristie G. Tenney

**Authorized Official Signature:** \_\_\_\_\_

**Date:** April 13, 2023



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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

## **RESOLUTION**

Whereas, the Commission of Upshur County met on April 13, 2023 with a quorum present and passed the following resolution.

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

Date: April 13, 2023

Signed: \_\_\_\_\_  
Kristie G. Tenney, President

Attest:

\_\_\_\_\_  
Carol J. Smith, Clerk of the County Commission

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

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

Recipient's Name: Upshur County Commission	
Address: 91 West Main Street, Suite 101, Buckhannon, WV 26201	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Krista Pyles, Victim Advocate	
Telephone Number: (304) 472-9699	E-Mail Address: kdpyles@upshurcounty.org

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

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

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

Print or Type Name and Title

Signature

Date

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

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

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

Upshur County Commission  
 [organization],  
 91 West Main Street, Suite 101, Buckhannon, WV 26201  
 [address].

Kristie G. Tenney, Commission President

04/13/2023

Print or Type Name and Title

Signature

Date

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

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

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

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

Print or Type Name and Title

Signature

Date

<b>Victim of Crime Act (VOCA) Victim Assistance Funds</b>	<b>General Administrative Information Page 1</b>
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**Applicant Agency:** Upshur County Commission  
**Address:** 91 W. Main St., Suite 101  
 Buckhannon, WV 26201

**Phone:** 304-472-0535

<b><u>Project Director:</u></b> Bryan S. Hinkle <b>Address:</b> 38 W. Main St., Room 202 Buckhannon, WV 26201  <b>Phone:</b> 304-472-9699  <b>Email:</b> bshinkle@upshurcounty.org	<b><u>Fiscal Officer:</u></b> Tabatha Perry <b>Address:</b> 91 W. Main St., Suite 101 Buckhannon, WV 26201  <b>Phone:</b> 304-472-0535  <b>Email:</b> tperry@upshurcounty.org
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**Amount Awarded:** \$23,964.00  
**Project Period:** **October 1, 2022 – September 30, 2023**  
**Project Title:** Victim Services Division, Upshur County Prosecuting Attorney's Office

**Project Description:** The program will utilize available local and state resources to provide appropriate services to victims of crime in Upshur County. Services provided to victims by the program will include but are not limited to notification of criminal charges, hearings, and changes in case status, court proceeding accompaniment, assistance in requesting and/or collecting restitution, making referrals to other agencies if appropriate, assistance in filing Crime Victims Compensation Fund claims, personal advocacy, and safety planning.

*Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.*

<b>Authorized Official:</b> Kristie G. Tenney	<b>Title:</b> President
<b>Address:</b> 91 W. Main St., Suite 101 Buckhannon, WV 26201	<b>Phone:</b> 304-472-0535  <b>E-Mail:</b> kgtenney@upshurcounty.org
<b>Signature:</b>	<b>Date:</b>





## LEASE AGREEMENT

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

LESSEE LEGAL NAME: Upshur County Clerk		Telephone No: 3044721068	
Billing Address: 40 West Main St, Buckhannon, WV 26201		Equipment Location (if other than Billing Address): 40 West Main St, Buckhannon, WV 26201	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Toshiba E7518A		E7518A
BASE TERM IN MONTHS  63	TOTAL NUMBER OF LEASE PAYMENTS  63 @ \$266.53 (plus taxes)	END OF LEASE PURCHASE OPTION	
		<input type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input checked="" type="checkbox"/> \$1.00, plus taxes	
		(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$95.00
		Total due a + b + c =:	\$95.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCEPTED BY LESSEE: Upshur County Clerk	Print Name: Kriste G. Tenney	Title: Commission President
X _____ Lessee Authorized Signature	E-Mail Address: countycommission@upshurcounty.org	Date: April 13, 2023
	Tax ID Number: 556000406	

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

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____	Title: _____	Date: _____





## State and Local Government Addendum

**Reference:**      **Application No. 807229**

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

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

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

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



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

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

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

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

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

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

<b>CUSTOMER: Upshur County Clerk</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____	By: _____
Print _____	Print _____
Name: <u>Kristie G. Tenney</u>	Name: _____
Title: <u>Commission President</u>	Title: _____
Date: <u>April 13, 2023</u>	Date: _____



## **Toshiba MFP Maintenance Agreement**

March 29, 2023

**Upshur County Clerk**  
40 West Main Street  
Buckhannon, WV 26201  
304-472-1068

### **Maintenance Details for Toshiba 7518A Copier System:**

- All service and supplies will be billed monthly at \$.0042 per click. A \$35 monthly minimum required. All toner, parts, and labor included (excludes paper and staples). Initial IT set up included.
- IT Support included for the first 30 days after installation.
- After 30 days, IT Support is available at an additional cost. IT Support can be purchased in hourly blocks at discounted rates or be billable at the standard hourly rate. If interested in learning more about Hart Office Solutions Managed IT Services Agreements, please contact us for a Free analysis and a customized quote.

### **TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT**

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

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

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

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

Hart Office Solutions reserves the right to terminate this agreement.

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

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

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

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

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Customer Name (printed):** Upshur County Clerk

**Date:** April 13, 2023

**Customer Signature (acceptance):** \_\_\_\_\_

**Printed Name:** Kristie G. Tenney

**Title:** Commission President



April 11, 2023

Upshur County Commission  
38 West Main Street  
Buckhannon, WV 26201

RE: Commission Appointment to the Upshur County CVB Board of Directors

Dear Upshur County Commissioners,

The Commission appoints a representative to the Upshur County CVB Board of Directors. Tabatha Perry currently serves as the representative, and her 1st term is set to expire June, 2023.

We respectfully request that Tabatha Perry be selected to serve a 2nd term, effective July 1, 2023.

Please indicate the Commission's decision in the space below, by May 31, 2023.

**Re-Appoint Tabatha Perry as the Upshur County Commission's Representative:** \_\_\_\_\_

**Appoint the following as Representative:** \_\_\_\_\_

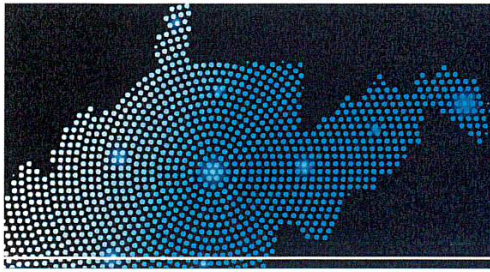
Should you have any questions, please contact our office at any time.

Sincerely,

A handwritten signature in black ink that reads "Laura B. Meadows". The signature is written in a cursive, flowing style.

Laura B. Meadows  
Executive Director  
PO Box 817 | 14 E. Main Street  
Buckhannon, WV 26201  
304.473.1400  
[lmeadows@VisitBuckhannon.org](mailto:lmeadows@VisitBuckhannon.org)





## How can local residents **improve broadband** in the state of West Virginia?

Visit each website or scan the corresponding QR Code for more information:

### Attend a local listening session.

Regional Planning & Development Councils across the state have received sub-grant awards from the WV Office of Broadband to assist in data collection that will be used to develop the State's Digital Equity (DE) and Broadband, Equity, Access, and Deployment (BEAD) Plans. *Find a listening session in your area here:* <https://internetforallwv.wv.gov/events/>



### Review the State's Digital Equity Plan.

The draft State Digital Equity Plan and draft Five-Year Action Plan are estimated to be available in August 2023. *Review the Plans and submit comments if needed here:* <https://internetforallwv.wv.gov/plans/>

### Take a speed test – often!

Results are sent to the WV Office of Broadband and used to determine where internet access is currently available. The WV Office of Broadband can use the data collected to challenge FCC maps on your behalf. (Please be sure to complete the survey after the test, or it will be considered incomplete.) *Take a speed test here:* <https://broadband.wv.gov/west-virginia-internet-speed-test/>



### Verify the FCC National Broadband Map for your area is correct.

Search your address and find information about which internet service providers claim to offer service at the location, the broadband technologies they offer, and the maximum download and upload speeds they advertise for each technology. This greater transparency will create market pressures on internet providers to improve their coverage. The new maps will also help policymakers more accurately target investments to expand broadband to unserved and underserved areas and close the digital divide. If you disagree with the information provided, file a challenge by selecting "Availability Challenge" on the right side of the screen. *View the map here:* <https://broadbandmap.fcc.gov/home>

### Sign up for the Affordable Connectivity Program (ACP)

If your household is eligible, you could receive the following:

- » Up to a \$30/month discount on your internet service
- » A one-time discount of up to \$100 for a laptop, tablet, or desktop computer

As a reminder, if a child in the home receives free or reduced-price lunch at school, the household is automatically eligible. *Check to see if you qualify and apply here:* <https://internetforallwv.wv.gov/residents/>



# County Government Essay Contest



**We've extended the submission deadline to  
Tuesday, April 25<sup>th</sup>**

April is "National County Government Month" and the County Commissioners' Association of West Virginia (CCAWV) hosts our annual essay contest for 8th grade students across West Virginia.

- There will be monetary prizes for 1st, 2nd, and 3rd Place Student Winners.
- There will also be a monetary prize for the 1st Place Winner's Teacher to be used for classroom activities.
- The 1st Place Student and Teacher will each receive \$500; 2nd Place Student \$300; and 3rd Place Student \$200. We will also award \$50 for five Honorable Mention Students.

One of CCAWV's goals is to increase information and public awareness about county government and the office of County Commissioner. This goal of this initiative is to partner with West Virginia educators to encourage students to learn and write about their local county governing body, the County Commission.

Student participants are asked to type a 500-word essay on the topic, **"How does my county commission make life better for me?"** All entries must be emailed by 5:00 pm on the third Friday of April each year to qualify. For more information please contact Meagan James at [meagan@ccawv.org](mailto:meagan@ccawv.org) or at 304-345-4639. Winners will be announced by the first Monday of May each year.

How can I learn more about what my commission does?

1. Take a class field trip to a county commission meeting.
2. Watch a commission meeting online – many livestream their meetings.
3. Ask your county commissioners to come speak to your class.

Find out what your county commission is working on in your county and encourage your students to write about it from the perspective of an 8th grader and why it matters to them. There are also a series of five informational videos [here](#) that details the roles and responsibilities of county commissioners.

## Rules

1. The contest is open to all 8th grade students who are enrolled in a West Virginia public or private school.
2. The contest deadline is 5 p.m on the third Friday of each April.
3. Each essay is limited to a maximum of 500 words and a minimum of 400 words and must address the following question: "How does my county commission make life better for me?" The essay must address specifically the county commission of the county in which the student resides.
4. Each student is limited to one entry.
5. Each teacher must completely fill out the official application form.
6. Please submit each entry individually.
7. The winning students and his/her teachers will be invited to a County Commissioners meeting in their home county to receive their awards.
8. Essays will be judged on the following criteria: Understanding of the role of county commission; grammar and spelling; clarity and organization of thought.
9. By entering the contest, each student and teacher agrees to allow his/her name to be used in a news release announcing the contest winner in the event that their essay is selected as a winning essay. In addition, they agree to allow their photograph to be published in the CCAWV Newsletter and on the CCAWV Web site.





The Upshur County Solid Waste Authority will be  
offering a

# **FREE RESIDENTIAL PAPER SHRED EVENT**

on

**Saturday, April 29<sup>th</sup>**

from

**9:00 a.m. to 12:00 noon**

at

**395 Mudlick Rd.**

(across from the Transfer Station)

For more information, call Director Belinda Lewis at (814) 327-5218

# APRIL 2023

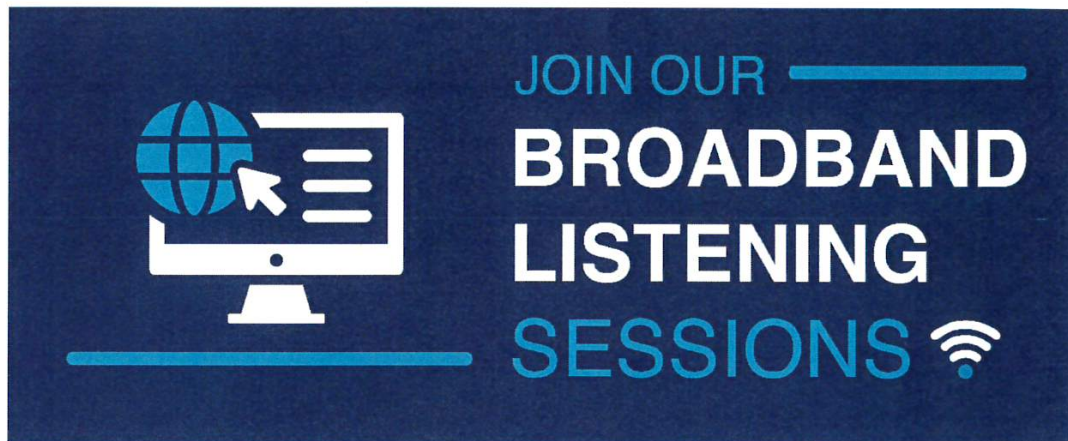
AT THE  
**JAMES W. CURRY LIBRARY**  
 1721 BROOKS HILL ROAD, FRENCH CREEK, WV  
 304-924-6724 @jwcpl

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<div>  <div> <h2>Find Your Voice</h2>  </div> </div> <div> <p>AT THE JAMES W. CURRY PUBLIC LIBRARY        TUESDAY EVENINGS, 5 - 7 PM        JUNE 6TH - AUGUST 8TH</p> <p>BUILD A READING BUDDY, VISIT THE RENAISSANCE, WORK ON A COMMUNITY PUZZLE, BE IN A TINY ART SHOW, LEARN ABOUT EASTERN BOX TURTLES, PROGRAM SPHEROS, DO MAD SCIENCE, CAMP OUT AT THE PARK, GO TO A SKATING PARTY, EARN TICKETS, WIN PRIZES! REGISTRATION REQUIRED.</p> </div>						
2	3	4  CALLANETICS EXERCISE CLASS 1 PM 	5	6  CALLANETICS EXERCISE CLASS 1 PM	7	8  CALLANETICS EXERCISE CLASS 1 PM
9 	10	11  CALLANETICS EXERCISE CLASS 1 PM 	12	13  CALLANETICS EXERCISE CLASS 1 PM	14	15  TOURNAMENT 1:30 PM
16	17	18  CALLANETICS EXERCISE CLASS 1 PM 	19	20  CALLANETICS EXERCISE CLASS 1 PM	21	22  CALLANETICS EXERCISE CLASS 1 PM
23	24	25  CALLANETICS EXERCISE CLASS 1 PM 	26	27  CALLANETICS EXERCISE CLASS 1 PM	28	29  CALLANETICS EXERCISE CLASS 1 PM
30	<div>  <div> <p>JOIN OUR  <b>BROADBAND LISTENING SESSIONS</b></p> <p><b>MAY 9TH 6PM - 8PM</b></p> </div> </div> <div> <p>REGION VII IS ASSISTING WITH DATA COLLECTION FOR THE DEVELOPMENT OF THE STATE'S DIGITAL EQUITY AND BEAD PROGRAMS.</p> <p><b>THEY NEED OUR HELP AND INPUT!</b></p> <p>LIGHT REFRESHMENTS.</p> <p>MORE INFO AT:  <a href="https://internetforallwv.wv.gov">https://internetforallwv.wv.gov</a></p> </div> <div> <p><b>HOURS OF OPERATION</b></p> <p>TUESDAY - 9AM-7PM        WEDNESDAY - CLOSED        THURSDAY - 8AM - 6 PM        FRIDAY - 8AM - 6 PM        SATURDAY - 8AM - 6 PM        SUNDAY - CLOSED        MONDAY - CLOSED</p> </div>					





WE NEED YOUR INPUT!



Region VII Planning & Development Council (Region VII) is the sub-recipient of a WV Office of Broadband award to assist in data collection for the development of the State's Digital Equity (DE) and Broadband, Equity, Access, and Deployment (BEAD) Plans—*and we need your help!*

**Region VII is hosting a listening session for Upshur County on Tuesday, May 9<sup>th</sup>, at 6:00 pm at the James W. Curry Public Library (1721 Brooks Hill Rd., French Creek, WV 26218) to gather your input.** Pizza, cookies, and drinks will be provided.

Feedback from listening sessions will be shared with state officials and used to outline plans for future broadband deployment across the State of WV.

For more information, please visit <https://internetforallwv.wv.gov/>



## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	Regular Monthly Meeting	<b>Start Time</b>	5:00 PM
<b>Date</b>	Tuesday, April 4, 2023	<b>Place</b>	P.S.D. Office 133 Fallen Road, Buckhannon

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Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes -March 7, 2023 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for April/bai of March Invoices	Vote

### ITEMS FOR DISCUSSION

Region VII - Shane Whitehair	Vote
GIS of System - Revised Agreement	

Jerry Wamsley  
Discuss Minutes and Agenda for ERPSD

Old PSD Office  
Updates

Loudin's MHP LLC  
Discussion/Updates

Phase III Extension Project Update	Vote
Project Underruns & Proposed Use	
Change Orders	
GIS of System	
Progress Reports & Discussion	
Invoice payment approval	

Reschedule July Meeting Date	Vote
Due to 4th of July Holiday	

Maintenance Report  
Tanks - any problems  
Booster Stations - any problems  
Water Loss - whats being done

Additional Maintenance Hiring	Vote
List of Duties/Interview	

Date & Time of May 2023 Meeting - Tuesday, May 2, 2023 @ 5:00 pm

Adjournment	Vote
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**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!!!! ☺)**

## ***Buckhannon-Upshur Airport Authority Special Meeting Agenda***

***Buckhannon-Upshur Airport Authority-W22 Upshur Regional Airport Terminal  
Building as well as Virtually via Telephony or ZOOM <sup>1</sup>  
Tuesday, April 4, 2023***

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- A. Call to order
- B. Discussion and possible action regarding the airport's financial position
- C. Discussion regarding FAA funding
- D. Discussion and possible action regarding ACIP changes /recommendations
- E. Board Member Comments and Announcements
- F. Adjournment

The next regular meeting of Buckhannon-Upshur Airport Authority will be Monday, April 10, 2023 @4:00pm.

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

**Shelia Adams**

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**From:** elkinsrdpsd@frontier.com  
**Sent:** Monday, April 10, 2023 7:43 AM  
**To:** Tabatha Perry; Shelia Adams  
**Cc:** Carey Wagner; David Burr; Wendell Grose  
**Subject:** Special Meeting Monday, April 10, 2023

The Special Meeting scheduled for today Monday, April 10, 2023 at 5:00 p.m. has been cancelled. Please mark your records accordingly.

Thank you,

*Carolyn Douglas*  
*Office Manager*  
*Elkins Road PSD*  
*133 Fallen Road*  
*Buckhannon, WV 26201*  
*Website: [elkinsroadpsd.com](http://elkinsroadpsd.com)*  
*(304) 472-3008*





PO Box 2115 / 79 East Main Street, Buckhannon, WV 26201  
(304) 473.1051 upshurfrn@yahoo.com

### **UCFRN General Membership Meeting ~ Zoom**

*April 10, 2023 12:00 PM*

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#### **Agenda Topics**

- Introduction and opening prayer
- Updates:
  - CAP Month – Proclamations were successful as well as planting our pinwheels and the library book donation
  - Baby Shower – Thursday, April 20<sup>th</sup> from 10a-1:30p
  - Family Socials –Friday, April 28<sup>th</sup> at 11:30a at SYCC
- Baby Shower donations update
- Any other information Lori or board forgot
- Information Sharing!

**Next Meeting: Monday, May 8, 2023 – Zoom**

## ***Buckhannon-Upshur Airport Authority Agenda***

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

***Monday, April 10, 2023 at 4:00 pm***

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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Michael Ruffing
  - Treasurer's Report – Phil Loftis, Treasurer
    - Consideration & approval of the Public Official & Employment Practices Liability Coverage quote from WVCorp in place of the currently approved policy
  - Secretary's Report – Brian Huffman, Secretary
  - Engineering Reports – Chapman Technical Group
  - Airport Manager's Report-Jennifer Powers
    - Discussion and possible motion regarding ACIP updates
    - Discussion and possible motion regarding upcoming projects
    - Discussion and possible motion regarding hangar rent
    - Discussion and possible motion about revenue sources
    - Discussion about fuel pricing
  - Operations – Jamie Wilt
    - Perimeter fence spraying is completed
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Treasurer's Report
  - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
  - Hangar space requests/applications/updates
  - Consider changes to bylaws
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

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

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

**Buckhannon-Upshur Chamber of Commerce  
Meeting Agenda  
April 12, 2023**

Welcome

Minutes

Financial Report

Old Business

- Annual Dinner- Recap

New Business

- Pool Banner Project
- High Fives

Reports from Collaborative Organizations and Standing Committees:

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

Guest Speaker- WVSF – Will provide updates on the upcoming event.

Announcements

Adjourn

UPSHUR COUNTY SAFE STRUCTURES AND SITES  
ENFORCEMENT BOARD

**Meeting Agenda**

Upshur County Administrative Annex

Thursday, April 13, 2023

3:00 p.m.

\*\*\*\*\*

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
  - March 9, 2023
- VI. Report and/or action on Pending Cases
  - 111022-01 (West) – Review of photographs of property scheduled on April 12, 2023.
  - 111022-02 (Smith) – Review of photographs of property scheduled on April 12, 2023
- VII. Consider requests to establish new cases that were received on or before 04/10/2023.
- VIII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, May 11, 2023 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

## **Upshur County Commission Special Meeting Agenda**

Location of Meeting: Upshur County Administrative Annex  
Located at: 91 W. Main Street, Suite 101, Buckhannon, WV 26201  
If you prefer to participate by telephone, please dial 1-872-240-3412 Access  
Code: 614 149 301 to enter the conference call

Date of Meeting: Tuesday, April 18, 2023

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

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

1. Lay the Levy for FY 2024 \*
2. 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.

**Next Regular Meeting of the Upshur County Commission**  
**April 20, 2023 --- 9:00 a.m.**  
**Upshur County Courthouse Annex**





**Notice of Regular Meeting  
Upshur County Farmland Protection Board**

\*\*\*\*\*

Location: Upshur County Extension Office Conference Room  
91 W Main Street, Ste 102  
Buckhannon, WV 26201  
Date: April 18, 2023  
Time: 6:00 p.m.

**AGENDA**

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: February 2023

BUSINESS ITEMS – Discussion/Update/Action

ANNUAL MEETING REQUIREMENTS:

BUSINESS ITEMS – Discussion/Update/Action

- Easements closed in 2022
- Partner funds obtained in 2022

FINANCIAL MATTERS – Discussion/Update/Action

- Transfer tax collected in 2022
- Balance on hand March 31, 2023

PROGRAM REVIEW

- Re-affirm the Program as presently stated.
- Re-affirm Bylaws V20
- Re-affirm Program Document V20

OFFICER REVIEW

Todd Payne - Chairman – 1<sup>st</sup> Full term ends June 2023(eligible for 3 more years)  
Arley Robinson- Vice Chairman – 2nd term ends June 2025  
Lowell Peterson - Treasurer – 2nd term ends June 2023  
Laura Rusmisell - Secretary – 1<sup>st</sup> Term Ends June 2025

ELECTION OF OFFICERS

- Hinkle and Derico Easement Updates

FINANCIAL MATTERS – Discussion/Update/Action

- Financial Report- Financial Spreadsheet
  - Payment of Invoice for Upshur Agency- Hinkle Appraisal
  - Payment of Bills /Invoices -Turtley For You Consulting, Saddleback Services, etc

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT



**Upshur County Farmland Protection Board  
Regular Monthly Meeting  
~~December 15, 2022~~ January 19, 2023  
Upshur County Development Authority Conference Room  
21 E Main Street, Buckhannon, WV**

**MEMBERS PRESENT:** Todd Payne-Chairman, Laura Rusmisell- Secretary, John Sencindiver,  
Arley Robinson- Vice Chairman, Lowell Peterson and Doug Bush- County  
Commissioner

**MEMBERS ABSENT:** Jennifer Bostian-Treasurer

**OTHERS PRESENT:** Mimi Riffle

**CALL TO ORDER:** The Upshur County Farmland Protection Board meeting was called to order at 6:04 pm  
by Todd Payne, Chairman.

**APPROVAL OF MINUTES:** Motion Made by Arley Robinson, seconded by Lowell Peterson, the Board moved  
to approve the minutes from December 15, 2022, as presented. **Motion Passed.**

**BUSINESS ITEMS - UPDATE/ACTION ITEMS:**

**Appointment of New Treasurer:** Jennifer Bostian has accepted a new position and will no longer be our  
representative from UCDA. The new director has been appointed and we currently are waiting for the  
Commission to replace Jennifer. Jennifer was previously appointed Treasurer. With her absents we need  
to appoint a new Treasurer for the remainder of the 2022 fiscal year. Laura made the motion to nominate  
Lowell Peterson as Treasurer. Lowell accepted the nomination. John Sencindiver moved to close  
nominations. Motion was seconded by Arley Robinson. Motion Passed. New Treasurer is Lowell Peterson.

**FY22 Applications for Funding Consideration-** The tabled appraisal of the Derico Easement was discussed.  
Mimi contacted the appraiser to discuss the values. Mimi explained to the group that unless a subdivision  
plan is engineered for a property the appraiser is not able to use comparable property sales for those that  
have been subdivided to increase a property's value that could potentially be subdivided. After the  
discussion of what a restricted use appraisal vs a regular appraisal, and how the before value is  
determined, the UCFPB decided to proceed with the offer to Derico. Mimi will prepare the offer and mail  
to the Derico Heirs. We currently are still waiting on the appraisal for the Hinkle easement.

**FINANCIAL MATTERS - UPDATE/ACTION ITEMS:** John made the motion to accept the financial report as  
presented, Laura seconded the motion; **Motion Passed.**

**OTHER BUSINESS:** Lowell informed the group that the farmer he took an application to has not yet  
completed it. No current applications for the January 2023 cycle.

**DATE AND LOCATION OF NEXT MEETING:** February 16, 2023 at 6 pm, meeting will tentatively be  
scheduled to take place at the UCDA conference room pending availability.

**ADJOURN:** 7:30 pm

Upshur County Farmland Protection Board Minutes Submitted By:

\_\_\_\_\_  
Mimi Riffle

Approved:

\_\_\_\_\_  
*Laura Rusmisell*

\_\_\_\_\_  
*James Sencindiver*

**Wes-Mon-Ty RC&D Board of Directors  
February 21, 2023 - 10:00 a.m.  
Farm Bureau Office  
Minutes**

**Attending:** Jim Foster, Delbert Vandevander, Bill Coffindaffer, Jeremiah McCourt, Jane Cain, Scott Springer, Andrew Price, Donnie Tenney, Joseph Shaffer

Meeting called to order at 10:00 a.m. by President Donnie Tenney

**Pledge:** Jim Foster

**Agenda:** Jim Foster moved to approve today's agenda. Motion seconded by Jane Cain. Motion carried.

**Devotions:** Donnie Tenney

**Minutes:** Joe Shaffer moved to approve the January 5, 2023, minutes. Motion seconded by Jane Cain. Motion carried.

**Treasurer's Report:** Bill Coffindaffer moved to accept & file report for audit. Motion seconded by Joe Shaffer. Motion carried.

**Business:**

- Hybrid Chestnut Trees: Recommend to those interested to get them from local vendor.
- Blue Bird/Mason Bee Project: Joe Shaffer reported he had 19 Mason Bee houses for \$180.00. Joe Shaffer moved to pay for the houses. Motion seconded by Bill Coffindaffer. **Motion passed.** Bill Coffindaffer moved to charge \$20.00 for small houses and \$40.00 for large houses. Motion seconded by Scott Springer. **Motion passed.**

**Grant Projects:**

1. All-Season Growing Experience for Students (Upshur County Schools/Memo line: "Farm to School Program"): \$1,392.64
2. Appalachian Grazing Conference: \$1,000.00
3. Pioneer Walking Trail (Gilmer County Farm Bureau/Pat Nestor): \$2,000.00
4. Robert L. Bland Middle School Garden (Lewis County Schools): \$1,338.00
5. WVU Extension Educational Meetings (Lewis County Farm Bureau): \$2,000.00
6. Farm-to-School Wellness Day (Upshur County Schools/Memo line: Farm-to-School): \$1,600.00

- 7. Education/Dinner Meetings (Gilmer County Farm Bureau/Pat Nestor):  
\$2,000.00
- 8. Leading Creek Elementary School Garden (Leading Creek Elementary School):  
\$1,000.00
- 9. Creation of Pollinator Gardens for Upshur County Parks (Upshur County  
Commission): \$1,838.00
- 10. High Tunnel Refresh (Gilmer County Elementary): \$1,000.00
- 11. Growing for Tomorrow (West Virginia Children's Home): \$500.00

**FY 24:** Eleven (11) projects have requested funding. Jane Cain moved to approve that the Appalachian Grazing Conference request be reduced to \$1,000.00. Motion seconded by Andy Price. **Motion passed.**

**FY 23:** Need to send reminders of due dates for projects to be completed.

The next meeting will be held on March 14, 2023, at 10:00 a.m. at the Farm Bureau Office, Buckhannon, WV.

Minutes recorded by Bill Coffindaffer, Secretary



## **Upshur County Parks & Recreation**

### **February 21, 2023 Meeting Minutes**

**The meeting was called to order on Tuesday, February 21, 2023 at 5:36 p.m.**

**Attendance:** Jeremiah McCourt, Josh Hinchman, Julia Kastner, Rachel Weber, and Brandon Williams

**Meeting minutes from January 2023 approved.**

**New Members:** Brian Webb now an official member of Upshur County Parks & Recreation.

**Financial Report:** Was not sent.

#### **Upshur County Trails Update:**

Volunteer hours for 2022: 438.25 hours

Volunteer hours for 2023: 35 hours in January, 40+ in February

West Virginia Wesleyan College students participated in a trail work day in February 2023. There were 10 college volunteers, in addition to regular trail volunteers, working on some small dirt projects.

A new sign was placed along the trail.

The first phase of the Wes-Mon-Ty Grant project was completed, in which a 24-foot boardwalk was placed across a drainage area on the Holly Shed trail area on January 29, 2023. There were 6 volunteers, completing a total of 24 hours of work.

The WV DEP Make it Shine trail clean-up day will be scheduled for April 15, 2023.

Volunteers representing the Upshur County Trails took place in voting for this year's B-U Chamber of Commerce award recipients. There is still a need for someone to represent the Upshur County Trails at the 2023 B-U Chamber of Commerce Awards dinner. Jeremiah McCourt stated he would possibly be able to represent the Upshur County Trails on behalf of Upshur County Parks & Recreation.

**Director Report:**

A grant for pollinator gardens in the amount of \$1,838 was received by Parks and Recreation for the 2024 year. Pollinator gardens will be placed at the Recreation Park, Pringle Tree, and the Gary Bailey Boat Ramp.

A grant was received from Weyerhaeuser for \$1,000 and will be used for a Forest Animal Tracker panel to be placed at the Upshur County Trails.

He reported talking with Shanda Hoover about hosting photo walks on the Upshur County Trails.

RecDesk reservations are up and running. Some reservations have already been made for the pavilions and pool.

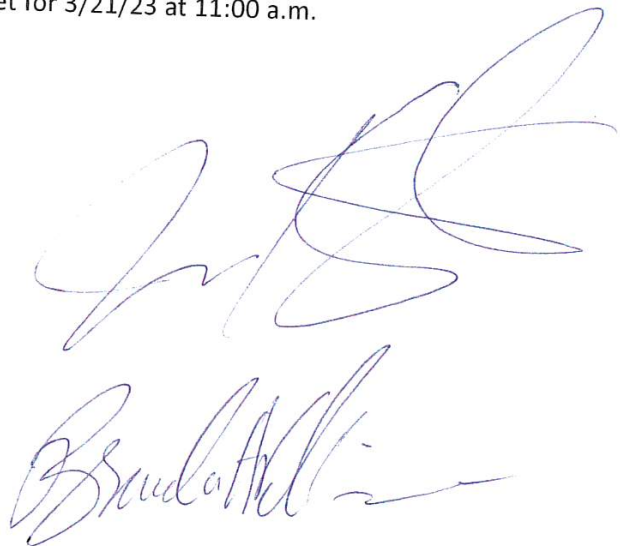
Tennis Courts: Met with Region 1 again and another site plan from Land and Water Conservation will take place.

Budget Meeting on 3/16/23: Needs are frames, locks, and doors on the bathroom at the pavilion. Add-ons for the pavilions for parties. Pool chairs and doors. Replacement of broiler and pump at pool. Signage for park and basketball court with hours and rules-regulations.

**New Business:** Sign dedication tentatively set for 3/21/23 at 11:00 a.m.

**Next Meeting:** 3/21/23 at 5:30 p.m.

**Meeting adjourned at 6:16 p.m.**



Elkins Road Public Service District  
Board of Directors' Regular Meeting  
March 7, 2023

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, March 7, 2023.

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

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

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

Phone in participants: Greg Belcher, CTG (Zoom call ended 5:57 p.m.)

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

Recognize that four (4) customers were present.

**APPROVAL OF MINUTES**

Minutes of February 7, 2023 Regular Monthly Meeting were presented for approval. **David Burr made a motion to approve the minutes. Wendell Grose seconded. Motion carried**

**APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE**

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

**LOUDIN'S TRAILER PARK – ERIC ANDREW**

Eric Andrew attended the meeting to discuss meters being placed at each residence in his 12 trailer mobile park. Took the paperwork needed to fill out and return to be submitted to Public Service Commission for approval.

**REGION VII – GIS AGREEMENT (PENDING PROJECT FUNDS)**

Cary Smith, Region VII, attended the meeting to discuss the proposed agreement sent in by Shane Whitehair, Director of Region VII, for GIS Professional Services. The Board once again ask that Shane return for another meeting to clarify some points in the agreement; plus they need to have their questions prepared before then; if any. **David Burr made a motion to approve Cary Smith submitting the paperwork for payment of this agreement to IJDC. Seconded by Wendell Grose. Motion carried**

Elkins Road Public Service District  
Board of Directors' Regular Meeting  
March 7, 2023

**OLD PSD OFFICE**

David Burr made a motion to approve the agreement with Coldwell Banker for the selling of the old PSD office building. Seconded by Wendell Grose. Motion carried

The building has been listed for a little over two weeks now and no offers. Will review again at April meeting.

**PHASE III EXTENSION PROJECT**

Greg Belcher attended via Zoom and told the Board that Pro Contracting would be here during good weather to remove siding and reinstall it correctly.

As to the cracks in the floor in the storage/Dave W. office area it will be monitored and if needed a sealant added over it.

**MAINTENANCE**

Dave Wamsley gave the February Maintenance Report verbally due to attending class today. Our water average per day is still too high and we continue to look for, locate and repair leaks on our system.

Summer mowing, weed eating, general maintenance was discussed and options for getting it done this year.

There being no further business, **the meeting adjourned on motion made by Dave Burr and seconded by Wendell Grose.** Meeting adjourned at 6:20 p.m.

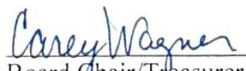
The next meeting will be held on Tuesday, April 4, 2023 at 5:00 p.m.

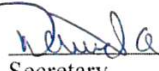
Respectfully submitted:

ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda  
Sign In Sheet

Approved By:

  
Board Chair/Treasurer  
Carey Wagner

  
Secretary  
David A. Burr

  
Board Member  
Wendell R. Grose



## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	Regular Monthly Meeting	<b>Start Time</b>	5:00 PM
<b>Date</b>	Tuesday, March 7, 2023	<b>Place</b>	P.S.D. Office 133 Fallen Road, Buckhannon

Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - February 7, 2023 Regular Monthly Meeting	Vote
Treasurer Report/Payment of Bills for March/bal of February Invoices	Vote

### ITEMS FOR DISCUSSION

Loudin's Trailer Park - Eric Andrew Alternate Line Agreement	Vote
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Region VII - GIS Agreement (Pending Project Funds) Review/Discuss	Vote
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Old PSD Office Approval of Agreement Follow Up	Vote
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Phase III Extension Project Update Project Underruns & Proposed Use Change Orders GIS of System Progress Reports & Discussion Invoice payment approval Master Meter BackFlow - Completed	Vote
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**Maintenance Report**  
 Water Loss Status  
 Tanks/Boosters Potential Problems  
 Maintenance - Summer Mowing, etc.

**Date & Time of April 2023 Meeting - Tuesday, April 4, 2023 @ 5:00 pm**

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

Rough Draft Prepared by Office Manager February 14, 2023  
 Prepared by Board Chair and Office Manager February 24, 2023  
 Posted and Available to the Public on March 3, 2023

Name	Address	Phone
Candyn Douglas	ER PSD	472-3008
DAVE WINSLEY	"	"
Larry Wilson	"	"
Jane B.	"	"
Carey Wagner	"	472-3008
CARY SMITH	REGION III PDC	304-472-6564
ERIC ANDREW	LOUANS MHPCC	304 613 4595
Wendell Jones	ER PSD	472. 3008
GREG DELEHEN	VIA ZOOM	

**Upshur County Solid Waste Authority  
Board Meeting Minutes--March 13, 2023**

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Conference Room of the UCSWA Building (located at 380 Mudlick Rd, Suite 102 Buckhannon, WV 26201) at 4:30 p.m. on March 13, 2023.

Present at the meeting were: Joyce Harris-Thacker, Jackie McDaniels, Paula Stone and Director Belinda Lewis. Scott Randall and Mary Gower were absent. A quorum was present. There were no guests.

The minutes of the February 13th meeting had previously been sent to the members and were part of the agenda packet. A motion to accept the minutes was made by Jackie. Seconded by Paula. Motion carried.

The Financial Report for February was presented by the Director in the absence of the Treasurer. Register Reports for the four bank accounts with First Community Bank covering February 2023 were presented. The ending balances for the accounts are as follows:

	<u>January</u>	<u>February</u>
• REAP	\$188.30	\$100.00
• SWMB	\$10,600.00	\$10,135.64
• Money Market	\$19,575.42	\$19,583.21
• Operating	\$33,368.53	\$39,690.50

A motion to accept was made by Paula and seconded by Jackie. Motion carried.

Director Belinda Lewis reported to the Board about her work on the REAP final report, obtaining quotes for stress balls, contacting principals about April 4<sup>th</sup> grade field trips, the EDDM brochures and her continued efforts to secure an auditor.

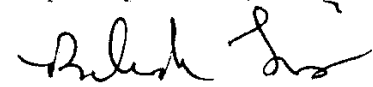
Ordering of stress balls as a promotional item was discussed. Jackie moved to permit the director to order the stress balls. Seconded by Paula. Motion carried.

Paula moved to give the director permission for the Chair to sign the SWMB semi-annual report and for the director to submit it to the State. Seconded by Jackie. Motion carried.

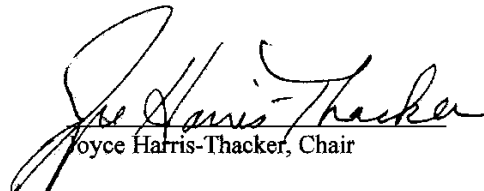
A discussion was held about April Make It Shine.

With no further business, the meeting was adjourned at 4:51 p.m.

Respectfully Submitted,



Belinda Lewis, Director  
March 13, 2023



Joyce Harris-Thacker, Chair

(Signature copy to be maintained in the UCSWA Office)

Upshur County Solid Waste Authority

**DIRECTOR'S REPORT – Belinda Lewis**

Period from February 13<sup>th</sup> through March 13<sup>th</sup>, 2023

**Activities Included:**

- Prepared and distributed by email the minutes of the February meeting.
- Checked email and post office box several times a week.
- Recorded deposits in the Operating Account and as per the auditor's suggestion, recorded them in the receipt book.
- After February meeting, made copies of checks and mailed them and scanned a copy of the minutes to the county.
- Reconciled bank statements for February.
- Prepared checks to be signed at March meeting.
- Prepared agenda and packets for March meeting and emailed a copy of the agenda to the board and the media.
- Cleaned office.
- Fielded many recycling calls on my cellphone.
- Sent weekly updates to the board.
- Worked on REAP Final Report
- Continued efforts to find an auditor.
- Worked on obtaining a quote for stress balls.
- Began contacting principals about possible April 4<sup>th</sup> grade field trips.