

Upshur County Commission Meeting Agenda

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

Date of Meeting: June 10, 2021

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

- June 3, 2021

Items for Discussion / Action / Approval:

1. Review and signature of correspondence to Ryan Halsey, Project Manager, enclosing Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$296,998.99. This is for Request for Funds #21. *
2. Approval and signature of the FY22 Community Corrections Day Report Center Grant (Project No. 22-CC-27) Contract Agreement, Resolution, Certifications and Standard and Special Conditions and Assurances. The grant award is in the sum of \$161,500 to be used for the continued operation of a community corrections program in Upshur and Lewis Counties. *
3. Discuss the Revised Buckhannon-Upshur Recreational Park 2021 Season Fee Schedule. *
4. Correspondence from Bryan S. Hinkle, Prosecuting Attorney, requesting the employment of Elizabeth Ann Floyd, as legal assistant, effective June 22, 2021. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
5. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

For Your Information:

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

1. Notice to Customers of the Water Board – City of Buckhannon. There will be a public hearing before the final vote on Proposed Ordinance No. 451, the principal object of which is the increase of water rates for customers of the water system operated by the Water Board of the City of Buckhannon. The hearing will be held on June 17, 2021 at 7:00 p.m. in the Council Chambers of the City of Buckhannon.
2. E911 Vehicles Minimum Specifications – Amended June 10, 2021 *
3. Upshur County Building & Floodplain Permits for the month of May, 2021

4. Upshur County E911 Communication Reports – May, 2021

Under separate cover

- Monthly Department Summary Report
- Monthly Wrecker Report
- YTD Wrecker Report

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5. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- James W. Curry Library/Park Advisory Board May 26, 2021
- Safe Sites & Structures Enforcement Board June 10, 2021
- Elkins Road PSD June 14, 2021

c) Meeting Minutes:

- James W. Curry Library/Park Advisory Board April 28, 2021
- Hodgesville PSD May 4, 2021
- Elkins Road PSD May 4, 2021

d) Meetings:

- 06/01/21 5:00 p.m. Elkins Road PSD
- 06/14/21 5:00 p.m. Elkins Road PSD – Special Budget Meeting
- 06/01/21 4:00 p.m. Hodgesville PSD
- 06/03/21 7:00 p.m. Banks District VFD
- 06/17/21 7:00 p.m. City Council of Buckhannon
- 06/03/21 7:00 p.m. Selbyville VFD
- 06/14/21 12:00 p.m. Upshur County Family Resource Network
- 06/14/21 4:30 p.m. Upshur County Solid Waste Authority
- 06/14/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 06/14/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Upshur Co.
- 07/12/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Upshur Co.
- 06/08/21 7:30 p.m. Adrian VFD
- 07/01/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 06/16/21 7:00 a.m. Upshur County Development Authority –Executive Board
- 06/09/21 12:00 p.m. Upshur County Senior Center Board
- 06/09/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 06/08/21 7:00 p.m. Warren District VFD
- 06/03/21 3:00 p.m. Adrian PSD
- 06/09/21 3:00 p.m. Tennerton PSD
- 06/10/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 06/10/21 7:30 p.m. Buckhannon VFD
- 06/08/21 4:00 p.m. Buckhannon Upshur Airport Authority
- 06/17/21 6:30 p.m. Upshur County Youth Camp Board
- 06/13/21 6:00 p.m. Washington District VFD
- 06/21/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 06/16/21 4:00 p.m. Upshur County Public Library Board
- 06/18/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 06/22/21 6:30 p.m. Upshur County Fire Board, Inc.
- 06/22/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 06/09/21 7:00 p.m. Ellamore VFD

- 06/16/21 12:00 p.m. Lewis Upshur LEPC
- 06/09/21 1:15 p.m. Upshur County Farmland Protection Board
- 06/28/21 7:00 p.m. Upshur County Fire Fighters Association
- 06/09/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 05/26/21 10:00 a.m. James W. Curry Advisory Board
- 06/28/21 10:00 a.m. Mountain CAP of WV, Inc., a CDC
- 06/11/21 11:00 a.m. Region 6 Local Elected Officials

6. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Upshur County Fire Board (7/1/2021-6/30/2024) – Fire Association Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – County Representative

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
June 17, 2021 --- 9:00 a.m.
Upshur County Courthouse Annex

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

June 10, 2021
 CDBG Project Manager
 West Virginia Development Office
 1900 Kanawha Boulevard East
 Building 3, Suite 700
 Charleston, WV 25305-0311

**RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements
 Small Cities Block Grant Project #16SCBG0008
 Request for Funds #21**

Dear Mr. Halsey:

In accordance with the drawdown procedures established by the State, this letter of transmittal contains a progress report on the above-referenced project to support the enclosed Request for Payment:

1. **Engineering**—Engineering services and inspection continue on-site as construction occurs. Amount requested is \$6,774.09.
2. **Construction**— Construction contracts #3 and #4 continues with construction, with contract #3 (AJ Burk) being approximately 81% complete and Contract #4 (Chojnacki) being approximately 72% complete. Amount requested is \$288,224.90.
3. **Administration**— Region VII continues to assist Elkins Road PSD and Upshur County Commission as construction continues. Amount requested is \$0.00.
4. **Permits/Fees**- Elkins Road PSD is requesting reimbursement for West Virginia Highway Bonding for Contract #3 and Contract #4. Amount requested is \$2,000.00.

The total amount of this request is \$296,998.99. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Kristie G. Tenney
 President

Enclosure

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

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

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

Project Name	Elkins Road PSD Phase III Water System Improvements	Project #	16SCBG0008
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Invoice #	173858-21	% of CDBG Funds Expensed	82%
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Time Period Covered by this Request:	04/01/2021	To:	06/10/2021
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Amount of CDBG Funds on hand at the time of this Request					\$	-
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 77,462.84	\$ 19,433.65	\$ -	\$ 19,433.65	\$ 19,433.65	\$ 58,029.19
Admin Direct Costs		\$ 12,654.08	\$ -	\$ 12,654.08	\$ 12,654.08	
Admin Indirect Costs		\$ 6,779.57	\$ -	\$ 6,779.57	\$ 6,779.57	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 241,920.20	\$ 6,774.09	\$ 248,694.29	\$ 213,976.87	\$ 92,477.71
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,057,423.17	\$ 674,326.00	\$ 288,224.90	\$ 962,550.90	\$ 357,643.30	\$ 94,872.27
Permits/Fees	\$ 23,941.99	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 21,941.99
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
SUB-TOTAL:	\$ 1,500,000.00	\$ 935,679.85	\$ 296,998.99	\$ 1,232,678.84	\$ 591,053.82	\$ 267,321.16
Less Income				\$ -		
TOTAL:	\$ 1,500,000.00	\$ 935,679.85	\$ 296,998.99	\$ 1,232,678.84	\$ 591,053.82	\$ 267,321.16

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

Chief Elected Official Signature

Kristie G. Tenney, Upshur County Commission

Printed Name of Chief Elected Official

June 10, 2021

Date

Copies of Invoices Required
Invoice Summary Forms Required

v1.12.2021

**ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #12**

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

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

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

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

VENDOR	SCBG	IJDC Loan	TOTAL
Chapman Technical Group LTD	\$ 6,774.09	\$ 15,806.22	\$ 22,580.31
	\$ -	\$ -	\$ -
AJ Burk, LLC	\$ -	\$ 81,899.99	\$ 81,899.99
Chojnacki Construction, Inc.	\$ 288,224.90	\$ -	\$ 288,224.90
Elkins Road PSD (reimbursement)	\$ 2,000.00	\$ -	\$ 2,000.00
Griffith & Associates, PLLC	\$ -	\$ 76.50	\$ 76.50
TOTAL	\$ 296,998.99	\$ 97,782.71	\$ 394,781.70

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 1st day of June, 2021.

By: Corey Wagner 6-1-2021

Its: Chairman

Elkins Rd PSD
 IJDC No. 2016W-1632
 Expenditure Report #12

6/1/2021

IJDC Loan	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)(w/ CO#1-#6)	460,350.00	11,755.63	472,105.63	457,158.61	0.00	457,158.61	14,947.02
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
Contract 3 Line ext (AJ Burk)	1,117,740.00	130,916.83	1,248,656.83	1,015,501.78	0.00	1,015,501.78	233,155.05
Contract 4 Line Ext (Chojnacki)	1,384,581.65	14,920.35	1,399,502.00	683,619.88	0.00	683,619.88	715,882.12
Contingency	219,549.00	(52,653.30)	166,895.70	0.00	0.00	0.00	166,895.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	52,000.00	81,899.99	133,899.99	2,100.01
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	3,500.00	93,310.00	71,848.00	4,490.50	76,338.50	16,971.50
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	(63,866.00)	375,945.00	174,072.17	11,315.72	185,387.89	190,557.11
Special Services							
Surveying Services	10,500.00	0.00	10,500.00	9,202.23	0.00	9,202.23	1,297.77
Financing Services	3,622.50	0.00	3,622.50	3,622.50	0.00	3,622.50	0.00
Record Drawings	10,500.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00
PSC Services	1,627.50	0.00	1,627.50	1,627.50	0.00	1,627.50	0.00
Geotech Engineering Services	6,118.00	0.00	6,118.00	6,118.00	0.00	6,118.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	76.50	27,220.39	12,779.61
Administrative (Region VII)	80,566.35	(58,029.19)	22,537.16	22,537.16	0.00	22,537.16	0.00
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	(23,941.99)	46,098.01	46,098.01	0.00	46,098.01	0.00
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	5,000,000.00	(0.00)	5,000,000.00	3,319,049.90	97,782.71	3,416,832.61	1,583,167.39

SCBG	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 Tank (M&A)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 Line ext (AJ Burk)	520,517.00	(130,916.83)	389,600.17	302,471.00	0.00	302,471.00	87,129.17
Contract 4 Line Ext (Chojnacki)	682,788.35	(14,920.35)	667,868.00	371,855.00	288,224.90	660,079.90	7,788.10
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kesling Ridge Booster Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Touch Read & Radio Read Meters	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Technical Services (Chapman)							
Study & Report	12,000.00	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00
Design	108,000.00	0.00	108,000.00	108,000.00	0.00	108,000.00	0.00
Bidding	7,710.00	0.00	7,710.00	7,710.00	0.00	7,710.00	0.00
Engineering During Construction	38,490.00	0.00	38,490.00	30,792.00	1,924.50	32,716.50	5,773.50
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	97,189.00	63,866.00	161,055.00	74,602.39	4,849.59	79,451.98	81,603.02
Special Services							
Surveying Services	4,500.00	0.00	4,500.00	3,943.81	0.00	3,943.81	556.19
Financing Services	1,552.50	0.00	1,552.50	1,552.50	0.00	1,552.50	0.00
Record Drawings	4,500.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00
PSC Services	697.50	0.00	697.50	697.50	0.00	697.50	0.00
Geotech Engineering Services	2,622.00	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00
Tank Inspection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Legal							
a. Legal - Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Legal - PSC (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting (Griffith)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative (Region VII)	19,433.65	58,029.19	77,462.84	19,433.65	0.00	19,433.65	58,029.19
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	23,941.99	23,941.99	0.00	2,000.00	2,000.00	21,941.99
Bond Counsel (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,500,000.00	0.00	1,500,000.00	935,679.85	296,998.99	1,232,678.84	267,321.16

Total Project	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	460,350.00	11,755.63	472,105.63	457,158.61	0.00	457,158.61	14,947.02
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
Contract 3 Line ext (AJ Burk)	1,638,257.00	0.00	1,638,257.00	1,317,972.78	0.00	1,317,972.78	320,284.22
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	1,055,474.88	288,224.90	1,343,699.78	723,670.22
Contingency	219,549.00	(52,653.30)	166,895.70	0.00	0.00	0.00	166,895.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	52,000.00	81,899.99	133,899.99	2,100.01
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	3,500.00	131,800.00	102,640.00	6,415.00	109,055.00	22,745.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	0.00	537,000.00	248,674.56	16,165.31	264,839.87	272,160.13
Special Services							
Surveying Services	15,000.00	0.00	15,000.00	13,146.04	0.00	13,146.04	1,853.96
Financing Services	5,175.00	0.00	5,175.00	5,175.00	0.00	5,175.00	0.00
Record Drawings	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00
PSC Services	2,325.00	0.00	2,325.00	2,325.00	0.00	2,325.00	0.00
Geotech Engineering Services	8,740.00	0.00	8,740.00	8,740.00	0.00	8,740.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	76.50	27,220.39	12,779.61
Administrative (Region VII)	100,000.00	0.00	100,000.00	41,970.81	0.00	41,970.81	58,029.19
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	46,098.01	2,000.00	48,098.01	21,941.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	6,500,000.00	0.00	6,500,000.00	4,254,729.75	394,781.70	4,649,511.45	1,850,488.55

CDBG Invoice Summary-Engineering

Period Covered by Request

04/01/21-06/10/21

Vendor		Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group LTD	0019124	Professional Services from March 21, 2021 to April 17, 2021	4/30/2021	\$ 6,774.09
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 6,774.09

Elkins Road PSD

INVOICE 

MAY 18 2021

RECEIVED

Elkins Road Public Service District
Attn: Carey Wagner, Chairperson
4536 Old Elkins Rd
Buckhannon, WV 26201

April 30, 2021

Project No: 0000007006.00
Invoice No: 0019124

Project 0000007006.00 Elkins Road PSD-Phase III WSI
Re: Elkins Road PSD Phase III WSI
Professional Services from March 21, 2021 to April 17, 2021
Fee

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	85.00	109,055.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical- Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	537,000.00	49.3184	264,839.87
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		873,680.91
		Previous Fee Billing	851,100.60

\$ 6,774.09 - CDBG
\$15,806.22 - IJDC
\$22,580.31 - Total

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

INVOICE



Project	0000007008.00	Elkins Road PSD-Phase III WSI	Invoice	0019124
		Current Fee	22,580.31	
		Billing		
		Total Fee		22,580.31
		Total this Invoice		<u>\$22,580.31</u>

Outstanding Invoices

Number	Date	Balance
0019018	1/31/2021	49,437.27
0019053	2/28/2021	27,810.49
0019095	3/31/2021	15,896.66
Total		93,144.42

Billing Note:

SCBG Eligible (30%) \$8,774.09

** Denotes Amendment No. 1 (Not SCBG Eligible)

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

Chapman Technical Group
Invoice Detail

INVOICE

INVOICE NO. 19124**INVOICE DETAIL -February 21, 2021 through March 20, 2021.****CONSTRUCTION OBSERVATION**

Basic Fee: \$537,000.00

Charles Cash 160.0 x \$80.00 = \$ 12,800.00

Charles Cash-OT 8.5 x \$120.00 = \$ 1,020.00

Reimbursable Expenses = 2,345.31

\$ 16,165.31

Amount Earned Construction Observation

\$ 264,839.87

Amount Previously Invoiced

248,674.56

Amount Due this Invoice Construction Observation

\$ 16,165.31

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

CDBG Invoice Summary-Construction

Period Covered by Request

04/01/21-06/10/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chojnacki Construction, Inc.	9	Construction	5/17/2021	\$ 288,224.90
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
CONSTRUCTION TOTAL					\$ 288,224.90



Contractor's Application for Payment No.

9

Application Period: 4/7/2021 - 5/14/2021		Application Date: 5/17/2021
To (Owner): Elkins Road PSD	From (Contractor): Chojnacki Construction Inc.	Via (Engineer): Chapman Technical Group
Project: Water Distribution System Extensions	Contract: Contract #4	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 7006

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$2,067,370.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$2,067,370.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$1,492,999.78
			5. RETAINAGE:	
			a. 10% X \$1,492,999.75 Work Completed.....	\$ \$149,299.98
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$149,299.98
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$1,343,699.78
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$1,055,474.88
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$288,224.90
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$723,670.23
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: 5/19/2021

Payment of: \$ 288,224.90
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ 288,224.90
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #4								Application Number: 9			
Application Period: 4/7/2021 - 5/14/2021								Application Date: 5/17/2021			
A						B	C	D	E	F	
Item		Contract Information				Estimated	Value of Work		Materials Presently	Total Completed	%
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date		Stored (not in C)	and Stored to Date (D + E)	(F / B)
1	12" Steel Casing, Open Cut	25	LF	\$130.00	\$3,250.00	35	\$4,550.00			\$4,550.00	140.0%
2	8" Steel Casing, Bore & Jack	140	LF	\$60.00	\$8,400.00	50	\$3,000.00			\$3,000.00	35.7%
3	6" PVC C-900, DR 14	10320	LF	\$20.00	\$206,400.00	8465	\$169,300.00			\$169,300.00	82.0%
4	6" Restrained Joint DIP Creek Crossing	50	LF	\$100.00	\$5,000.00	40	\$4,000.00			\$4,000.00	80.0%
5	4" PVC C-900, DR14	14500	LF	\$18.00	\$261,000.00	14532	\$261,576.00			\$261,576.00	100.2%
6	2" PVC Class 315	750	LF	\$17.00	\$12,750.00	786	\$13,362.00			\$13,362.00	104.8%
7	6" Gate Valve W/Valve Box	3	EA	\$1,200.00	\$3,600.00	5	\$6,000.00			\$6,000.00	166.7%
8	4" Gate Valve W/Valve Box	6	EA	\$1,000.00	\$6,000.00	6	\$6,000.00			\$6,000.00	100.0%
9	Tandem Water Meter Assemblies	28	EA	\$1,200.00	\$33,600.00	18	\$21,600.00			\$21,600.00	64.3%
10	3/4 Dia. Copper Service Lateral	870	LF	\$18.00	\$15,660.00	425	\$7,650.00			\$7,650.00	48.9%
11	3/4 Dia. Copper Service Lateral, Bored	510	LF	\$38.00	\$19,380.00	147	\$5,586.00			\$5,586.00	28.8%
12	1" Dia. Copper Service Lateral	710	LF	\$20.00	\$14,200.00	156	\$3,120.00			\$3,120.00	22.0%
13	1" Dia. Copper Service Lateral, Bored	60	LF	\$75.00	\$4,500.00						
14	Fire Hydrant Assembly	7	EA	\$4,800.00	\$33,600.00	6	\$28,800.00			\$28,800.00	85.7%
15	Blow Off Assembly	3	EA	\$1,200.00	\$3,600.00	1	\$1,200.00			\$1,200.00	33.3%
16	Air/Vacuum Release Valve Assembly	5	EA	\$1,000.00	\$5,000.00	3	\$3,000.00			\$3,000.00	60.0%
17	Type "A" Trench Restoration (Concrete/Asphalt)	60	LF	\$75.00	\$4,500.00	14	\$1,050.00			\$1,050.00	23.3%
18	Type "B" Trench Restoration (Concrete/Asphalt)	1530	LF	\$35.00	\$53,550.00						
19	Type "C" Trench Restoration (Stone)	2000	LF	\$10.00	\$20,000.00	362	\$3,620.00			\$3,620.00	18.1%
20	Hawkins Road Booster Station	1	LS	\$200,000.00	\$200,000.00	0.20	\$40,000.00			\$40,000.00	20.0%
21	Connect To Existing w/6" Tapping Sleeve and Valve	4	EA	\$4,000.00	\$16,000.00	2	\$8,000.00			\$8,000.00	50.0%
22	Connect To Existing w/6"x4 Tapping Sleeve and Valve	1	EA	\$3,500.00	\$3,500.00	1	\$3,500.00			\$3,500.00	100.0%
23	Connect To Existing w/8"x6" Tapping Sleeve and Valve	3	EA	\$4,500.00	\$13,500.00	5	\$22,500.00			\$22,500.00	166.7%
24	RIP RAP Ditch	3500	LF	\$5.00	\$17,500.00	1470	\$7,350.00			\$7,350.00	42.0%
25	Hawkins Booster Generator	1	LS	\$54,075.00	\$54,075.00	0.75	\$40,556.25			\$40,556.25	75.0%
26	Main Booster Generator	1	LS	\$59,550.00	\$59,550.00	0.50	\$29,775.00			\$29,775.00	50.0%
27	Kesling Mill Booster Generator	1	LS	\$54,480.00	\$54,480.00	0.75	\$40,860.00			\$40,860.00	75.0%
28	Gormley Booster Generator	1	LS	\$61,750.00	\$61,750.00	0.80	\$49,400.00			\$49,400.00	80.0%
29	Waughman Booster Generator	1	LS	\$110,650.00	\$110,650.00	0.50	\$55,325.00			\$55,325.00	50.0%
30	Union Booster Generator	1	LS	\$105,450.00	\$105,450.00	0.75	\$79,087.50			\$79,087.50	75.0%
31	Abandon Existing 2" Waterline	2	EA	\$1,000.00	\$2,000.00						
32	Abandon Existing 6" Waterline	3	EA	\$1,000.00	\$3,000.00						
33	Abandon Existing Meters	4	EA	\$100.00	\$400.00						
34	Service Reconnects (Exists. Meter Remains in Service)	16	EA	\$500.00	\$8,000.00	15	\$7,500.00			\$7,500.00	93.8%
35	Audio-Video Color Taping	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00			\$10,000.00	100.0%
36	Hawkins Road Tree Removal	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00			\$2,500.00	100.0%

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 2 of 2

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

CDBG Invoice Summary-Permits & Fees

Period Covered by Request

04/01/21-06/10/21

Vendor		Invoice #	Description	Inv Date	\$
1.	CNA Surety	Bond #65079845	WV Highway Permit	6/26/2021	\$ 1,000.00
2.	CNA Surety	Bond #65079852	WV Highway Permit	6/26/2021	\$ 1,000.00
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
PERMITS/FEES TOTAL					\$ 2,000.00

SF SE MML1

CNA SURETY**Elkins Road PSD****Notice of Premium Due 06/26/2021**Billing Questions (888) 866-2666
Email info@cnasurety.com**APR 29 2021****Premium \$1,000.00****RECEIVED**ELKINS ROAD PUBLIC SERVICE DISTRICT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201**Amount Due \$1,000.00****Bond Detail**

Bond #	65079845	Obligee	STATE OF WEST VIRGINIA
Company	Western Surety Company		DEPT. OF TRANS., DIV. OF HWY.
Term Dates	06/26/2021 to 06/26/2022		BLDG. 5, ROOM A-350
Bond Amount	\$100,000.00		1900 KANAWHA BLVD. E.
Description	WV Highway Permit		CHARLESTON, WV 25305-0430

Agent InformationG. J. Garton Ins. Agency, Inc.
400 U. S. Hwy. 33 E
Weston, WV 26452
Phone : 304-269-3095**Messages**

CNA Surety writes contract (bid and performance) bonds! Contact your agent listed below for more information on our contract bond program. We want your contract surety business! (Subject to underwriting & certain restrictions apply.)

Payment Instructions

- Pay Online at **ONLINEPAY.CNASURETY.COM**
 - If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
- Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Elkins Road Public Service District

Bond #	65079845
Company	0601
Agency	47-00712
G. J. Garton Ins. Agency, Inc.	

Payment Due	06/26/2021	Amount Due	\$1,000.00
-------------	------------	------------	------------

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

JE MML1



Elkins Road PSD

Notice of Premium Due 06/26/2021

Call: Questions (888) 866-2666
Email: info@cnasurety.com

APR 29 2021

RECEIVED

Premium \$1,000.00

ELKINS ROAD PUBLIC SERVICE DISTRICT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201

Amount Due	\$1,000.00
------------	------------

Bond Detail			
Bond #	65079845	Obligee	STATE OF WEST VIRGINIA
Company	Western Surety Company		DEPT. OF TRANS., DIV. OF HWY.
Term Dates	06/26/2021 to 06/26/2022		BLDG. 5, ROOM A-350
Bond Amount	\$100,000.00		1900 KANAWHA BLVD. E.
Description	WV Highway Permit		CHARLESTON, WV 25305-0430

Agent Information	Messages
G. J. Garton Ins. Agency, Inc. 400 U. S. Hwy. 33 E Weston, WV 26452 Phone : 304-269-3095	CNA Surety writes contract (bid and performance) bonds! Contact your agent listed below for more information on our contract bond program. We want your contract surety business! (Subject to underwriting & certain restrictions apply.)

Payment Instructions



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- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
- Make check payable to CNA Surety
- Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Elkins Road PSD	
Invoice Payment Approval	
A/P Clerk	<u> </u>
Bd Member 1	<u> </u>
Bd Member 2	<u> </u>
Bd Member 3	<u> </u>

SF W CNO

23

CNA SURETY**Elkins Road PSD****Notice of Premium Due 06/26/2021**Billing Questions (888) 866-2666
Email info@cnasurety.com**APR 29 2021****RECEIVED****Premium \$1,000.00**ELKINS ROAD PUBLIC SERVICE DISTRICT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201**Amount Due \$1,000.00****Bond Detail**

Bond #	65079852	Obligee	STATE OF WEST VIRGINIA
Company	Western Surety Company		DEPT. OF TRANS., DIV. OF HWY.
Term Dates	06/26/2021 to 06/26/2022		BLDG. 5, ROOM A-350
Bond Amount	\$100,000.00		1900 KANAWHA BLVD. E.
Description	WV Highway Permit		CHARLESTON, WV 25305-0430

Agent Information**Message**G. J. Garton Ins. Agency, Inc.
400 U. S. Hwy. 33 E
Weston, WV 26452
Phone : 304-269-3095

CNA Surety writes contract (bid and performance) bonds! Contact your agent listed below for more information on our contract bond program. We want your contract surety business! (Subject to underwriting & certain restrictions apply.)

Payment Instructions

- Pay Online at **ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

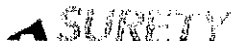
Elkins Road Public Service DistrictBond # 65079852
Company 0601
Agency 47-00712
G. J. Garton Ins. Agency, Inc.

Payment Due	06/26/2021	Amount Due	\$1,000.00
-------------	------------	------------	------------

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 04700712000006262021 00601006507985200 00000010000002

CNO



Calling Questions (888) 866-2666
Email info@cnasurety.com

Elkins Road PSD

Notice of Premium Due 06/26/2021

APR 29 2021

RECEIVED

Premium

\$1,000.00

ELKINS ROAD PUBLIC SERVICE DISTRICT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201

Amount Due

\$1,000.00

Bond Detail			
Bond #	65079852	Obligee	STATE OF WEST VIRGINIA
Company	Western Surety Company		DEPT. OF TRANS., DIV. OF HWY.
Term Dates	06/26/2021 to 06/26/2022		BLDG. 5, ROOM A-350
Bond Amount	\$100,000.00		1900 KANAWHA BLVD. E.
Description	WV Highway Permit		CHARLESTON, WV 25305-0430

Agent Information

G. J. Garton Ins. Agency, Inc.
400 U. S. Hwy. 33 E
Weston, WV 26452
Phone : 304-269-3095

Messages

CNA Surety writes contract (bkl and performance) bonds! Contact your agent listed below for more information on our contract bond program. We want your contract surety business! (Subject to underwriting & certain restrictions apply.)

Payment Instructions



• Pay Online at ONLINEPAY.CNASURETY.COM

- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
- Make check payable to CNA Surety
- Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Elkins Road PSD	
Invoice Payment Approval	
A/P Clerk	<u>CD</u>
Bd Member 1	_____
Bd Member 2	<u>DA3</u>
Bd Member 3	_____

ELKINS ROAD PUBLIC SERVICE DISTRICT
REVENUE FUND ACCOUNT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201
(304) 472-3008

CHASE BANK
CHARLESTON, WV 26301

16162

69-36-519

6/1/2021

PAY TO THE
ORDER OF

CNA SURETY

\$ **2,000.00

Two Thousand and 00/100*****

DOLLARS

CNA SURETY
PO BOX 957312
ST. LOUIS MO 63195-7312

VOID AFTER 180 DAYS

Larry Hester
Corey Wagner
AUTHORIZED SIGNATURE

MEMO: WV HIGHWAY PERMITS

⑈016162⑈ ⑆051900366⑆

402001330⑈

ELKINS ROAD PUBLIC SERVICE DISTRICT • REVENUE FUND ACCOUNT
CNA SURETY

6/1/2021

16162

WV HIGHWAY PERMITS

2,000.00

CHECK ACCT 1330 WV HIGHWAY PERMITS

2,000.00



Jim Justice
Governor of West Virginia

June 1, 2021

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

Dear Commissioner Tenney:

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

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

Sincerely,

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

Jim Justice
Governor

JJ/mah

c: Rodney Rolenson

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

This **AGREEMENT**, entered into this **1st Day of June 2021** by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

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

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

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2021** and shall continue those services/activities until **June 30, 2022**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$161,500.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee will receive an upfront scheduled allocation of funds.

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

16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
- a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Kristie G. Tenney, President
Upshur County Commission

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

RESOLUTION

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

Be it resolved that the **Commission** hereby authorizes **Kristie G. Tenney**, **President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services section to receive and administer grant funds pursuant to provisions of the Community Corrections Grant Program.

Signed: _____

County Clerk



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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

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

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

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

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

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

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

- 50. LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY (LS/CMI) AND MOTIVATIONAL INTERVIEWING (MI):** The applicant agrees to utilize the online LS/CMI assessment instrument as required by the WV Community Corrections Subcommittee for all LS/CMIs conducted on cases that are not entered into the WVSCA OCMS.

All DRC staff who conduct LS/CMI assessments and/or work directly with offenders will complete both the Effective Practices in Community Supervision (EPICS) and Motivational

Interviewing trainings in accordance with all JCS Office of Research and Strategic Planning (ORSP) requirements.

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

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

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

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

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

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

CERTIFICATION FORM

43

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:	
Address:	
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:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP 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

Completing the Certification Form**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address:

EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

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



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

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

Project Number: 22-CC-27

Total Award: \$161,500.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2021	\$40,375.00
2	10/1/2021	\$40,375.00
3	1/1/2022	\$40,375.00
4	4/1/2022	\$40,375.00

Kristie G. Tenney, President
Upshur County Commission

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

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION	
	Address:	91 W MAIN ST STE 101	
		BUCKHANNON, WV 26201	
	Project #:	22-CC-27	
	FEIN#:	55-6000406	
	Funds are hereby requested to cover expenditures to be made:		
	FROM:	July 1, 2021	TO: September 30, 2021

PROJECT CASH EXPENDITURES**Payment No. 1**

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

CERTIFICATION:

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

All documentation is available at our office.

BY: Kristie G. Tenney, President
TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

JCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

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

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101
		BUCKHANNON, WV 26201
	Project #:	22-CC-27
	FEIN#:	55-6000406
Funds are hereby requested to cover expenditures to be made:		
FROM: October 1, 2021 TO: December 31, 2021		

PROJECT CASH EXPENDITURES

Payment No. 2

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

CERTIFICATION:

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

All documentation is available at our office.

BY: Kristie G. Tenney, President
TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

JCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

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

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101 BUCKHANNON, WV 26201
	Project #:	22-CC-27
	FEIN#:	55-6000406
	Funds are hereby requested to cover expenditures to be made:	
	FROM: January 1, 2022 TO: March 31, 2022	

PROJECT CASH EXPENDITURES**Payment No. 3**

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

CERTIFICATION:

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

All documentation is available at our office.

BY: Kristie G. Tenney, President
TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

JCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

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

RECEIVED (For JCS Use Only)	Subgrantee:	UPSHUR CO COMMISSION
	Address:	91 W MAIN ST STE 101 BUCKHANNON, WV 26201
	Project #:	22-CC-27
	FEIN#:	55-6000406
	Funds are hereby requested to cover expenditures to be made:	
	FROM: April 1, 2022 TO: June 30, 2022	

PROJECT CASH EXPENDITURES**Payment No. 4**

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

CERTIFICATION:

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

All documentation is available at our office.

BY: Kristie G. Tenney, President
TYPED NAME & TITLE

SIGNATURE

DATE

(Authorized Official or Grant Financial Officer ONLY)

JCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____ Date	_____ Program Accountant

BUCKHANNON-UPSHUR RECREATIONAL PARK

2021 Season Hours of Operation & Fee Schedule

Opens to the public: May 29th

Closing date: August 7th

Concession stand will be open during regular business hours

~~~Several new upgrades~~~

Hours of Operation/Daily Admission:

Monday—Saturday 12 p.m. – 6 p.m. \$5.00 per person – **\$3 admission after 3 p.m. / \$2 after 5 p.m.**
Sundays-Family Fun Day 12:30-5:30 \$3.00 per person

*No charge for children two (2) years old or younger
All others entering the pool facility must pay admission*

Season Pool Pass: \$120 for individual pass; each additional pass for immediate family is discounted by 50% (\$60, \$30, \$15, \$7.50)
One day pool passes in books of 5 for \$20
Board of Education issued passes: Family (up to 6 members) \$50; individual \$25

Pool Parties: Hours: 6:00 pm - 8:00 pm \$200 under 40 people
8:30 pm - 10:30 pm \$225 40 to 80 people
\$250 80 plus people

Swimming Lessons:

Group Swim Lessons – Monday through Friday -- \$50 per week
Private Lessons for children under 4 years of age or by request – as available -- \$15 per session

Shelter Rental:

Large Shelter \$50 (47.00 tax exempt) Small Shelter \$25 (\$23.50 tax exempt)

Lap Swimming: Monday – Friday 7:45 am – 8:45 am \$50 each pass / \$3.00 per day
Saturday and Sunday 10:30 am – 11:30 am

Water Aerobics: Monday and Wednesday \$5 per session
9:30 am – 10:30 am
Starting Wednesday, June 2nd

Swim Teams: \$400

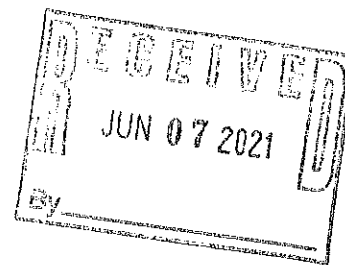
Discounts:

Camp Buccaneer / Child Development Centers \$55.00 each pool pass
UC Public Library / Camp Tommy / UC 4H / UC Schools \$200.00 each pool party

**** Prices include any applicable sales tax****

June 4, 2021

UPSHUR COUNTY COURT HOUSE
91 W MAIN ST
SUITE 101
BUCKHANNON WV 26201



04-593500-00

Notice to Customers of the Water Board-City of Buckhannon

The City of Buckhannon will hold a public hearing before the final vote on a proposed ordinance, the principle object of which is the increase of water rates for customers of the water system operated by the Water Board of the City of Buckhannon. The title of such ordinance is "ORDINANCE NO. 451 OF THE CITY OF BUCKHANNON, AN ORDINANCE: (1) AMENDING ORDINANCES NOS. 207, 228, 342, 369 AND 392 OF THE CITY OF BUCKHANNON, AND (2) SPECIFICALLY ESTABLISHING NEW WATER RATES AND CHARGES FOR WATER DISTRIBUTION SERVICES PROVIDED BY THE WATER BOARD OF THE CITY OF BUCKHANNON.

The final vote on adoption of said proposed ordinance shall be held in the Council Chambers of the City of Buckhannon, 70 E Main St, Buckhannon, WV on June 17, 2021 at seven o'clock (7:00) pm. Note that this is a rescheduled hearing due to an error with a previous publication notice.

Interested parties may appear and be heard at such time with respect to the passage of the proposed ordinance. Copies of the proposed ordinance are available at City Hall in Buckhannon.

IMPORTANT INFORMATION ABOUT YOUR WATER SERVICE:

A rate increase is necessary in order to stay current with the rising costs of maintenance and operations of our water system, and to meet the mandates required by legislative WV Code 24-1-1(k) to maintain working capital funds.

The last water rate increase was in November 2016, which addressed plant infrastructure such as settlement basin, a monitoring system, new radio-read meters, and a new water tank on Victoria Hill.

The Buckhannon water plant is classified as a Class 4 plant, as determined by the complexity of the water treatment plant along with population area served. The population base must also include the areas served by the Public Service Districts. There are approximately fifteen (15) Class 4 water plants in the state. Class 4 water plants require operators to also be rated a Class 4 designation to oversee plant water distribution. Attracting and retaining Class 4 water plant operators has become increasingly difficult due to neighboring water systems, some privatized, offering higher wages. As a result, we had to become more competitive with salaries of other Class 4 water systems.

Prior to the proposed rate increase, the Buckhannon Water Board is ranked as the 33rd lowest cost-to-consumer water system out of 367 total systems in the state according to the Public Service Commission, based on a usage amount of 3,400 gallons/month. If this increase is approved, the Buckhannon Water Board will rank as the 61st lowest cost-to-consumer water system in the state. This means Buckhannon will remain one of the most affordable water systems in

the state. A list of water system rankings for the entire state can be found on the Public Service Commission website: www.psc.state.wv.us. 53

An independent water rate study was also conducted to verify the need for this proposed rate increase.

A 25% rate increase is proposed for residential and commercial water customers of the Buckhannon Water Board. *See chart below for example of rate breakdown.

The current water rate for minimum 2,000 gallons/month is \$13.02.

The proposed water rate for minimum 2,000 gallons/month is \$16.28.

This is a difference of \$3.26/month (excluding the \$0.07 utility tax differential).

A 42% water rate increase is proposed for resale customers (Public Service Districts who purchase water at a wholesale rate from the Buckhannon Water Board). The current rate is \$1.76/thousand, and the proposed water rate would be \$2.50/thousand gallons.

To be clear, ONLY the water portion of the utility bill you receive is being addressed for this increase:

Here is an example of minimum utility bill within city limits		After increase
WATER	\$13.02	\$16.28
Sewer	\$24.12	\$24.12
Waste	\$18.23	\$18.23
Fuel Surcharge (waste)	\$0.72	\$0.72
Fire Fee	\$3.00	\$3.00
Police Fee	\$1.50	\$1.50
Utility Tax	<u>\$1.10</u>	<u>\$1.17</u>
TOTAL	\$61.69	\$65.02 (\$3.33 difference)

Please note: Each line item rate you see above MUST ONLY contribute to its respective Board/service. This means the Waste, Sewer, and other restricted fees and taxes, such as Fire and Police, CANNOT be used to fund any other operation within the City of Buckhannon except for their designated services. General fund capital improvement projects are NEVER funded through monies received for utility services. The Water, Sewer, and Waste funds are all managed separately. They CANNOT be intermingled, nor can they fund any other municipal project or operation.

If you have any questions, please contact Buckhannon City Hall at (304) 472-1430.

Water Board
City of Buckhannon
70 E Main St
Buckhannon, WV 26201
304-472-1430

E911 VEHICLES MINIMUM SPECIFICATIONS
AMENDED June 10, 2021

Sport Utility Vehicle #1 (E911 Communications Center)

- 4 Cylinder Engine or Larger (Gasoline/ Non-Diesel)
- Automatic Transmission
- 4 Wheel Drive with Off Road Package
- Tow Package with Recovery Hooks
- Heavy Duty Suspension
- Doors – 4 Minimum
- Exterior Color: Black
- Floor Liners (Front, Rear, and Cargo)
- Anti-Theft System
- Daytime Running Lights
- ~~Fog Lights~~
- USB and DC 12Volt Outlets
- Power Steering/Windows/Seats (Driver)/Door Locks
- Air Conditioning
- Handsfree Connectivity (Ex: Apple Carplay, Android Auto, Bluetooth)
- Rear View Camera
- Tilt/Telescoping Steering Column
- Center Console
- Tire Pressure Monitoring System
- Non-Chrome Wheels
- All Terrain Tires

Sport Utility Vehicle #2 (E911 Addressing & Mapping)

- 4 Cylinder Engine or Larger (Gasoline/ Non-Diesel)
- Automatic Transmission
- 4 Wheel Drive with Off Road Package
- 8.5"+ Ground Clearance
- Doors – 4 Minimum
- Exterior Color: White
- Interior Color: Dark Grey (Preferred, not required)
- All Weather Floor Liners (Front, Rear, and Cargo)
- Anti-Theft System
- Daytime Running Lights
- ~~Fog Lights~~
- USB and DC 12Volt Outlets
- Power Steering/Windows/Seats (Driver)/Door Locks
- Air Conditioning
- Handsfree Connectivity (Ex: Apple Carplay, Android Auto, Bluetooth)
- Rear View Camera
- All Terrain Tires
- Full Size Spare Tire
- Vinyl Seats and Floorboard (Preferred, not required)

***UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS
MAY 1, 2021 - MAY 15, 2021***

[illegible]

UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS

MAY 16, 2021 - MAY 31, 2021

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	
5/17/2021	8528	6905	HOWARD, ROBERT E	50 MOTT DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CASH	PORCH	SELF	
5/18/2021	8529	7106	CHIPPS, DAVID	260 CIRCLE DR, BUCKHANNON, WV 26201	\$8,519.00	\$15.00		CHECK	ACRYLIC TUB REPLACEMENT AND SURROUND WALL	OHIO BATH SOLUTIONS, DBA BATH FITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339	
5/18/2021	8530	11335	LONG, NEIL G	506 NEWLONTON RD, SELBYVILLE, WV 26236	\$5,000.00	\$15.00		CHECK	14' X 24' BEDROOM / BATH ADDITION	SELF	
5/18/2021	8531	82039	MILLER, STEVEN	1352 BEAVER RUN RD, FRENCH CREEK, WV 26218	\$50,000.00	\$15.00		OL	10' X 16' STORAGE BUILDING; CAMPER	SELF	
5/18/2021	8532	82022	BROWN, GARY AND SONYA	40 SERVICEBERRY LN, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		CC	14' X 70' MOBILE HOME WITH PORCH AND 14' X 50' ADDITION ADDING NEW ROOF AND SIDING; 12' X 24' BUILDING	SELF	
5/19/2021	8533	NEW	MOORE, TRAVIS	935 CHILDERS RUN RD, BUCKHANNON, WV 26201	\$150,000.00	\$15.00		CHECK	MODULAR HOME; PORCH	SELF	
5/19/2021	8534	80907	GRUBB, MICHAEL OR JENNIFER	129 BACKFIELD DR, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CHECK	11' X 17' LEAN-TO ADDITION TO GARAGE; METAL GARAGE	SELF	
5/20/2021	8535	NEW	LEE, ROBERT	101 DEPOY DR, ADRIAN, WV 26210	\$5,000.00	\$15.00		CASH	LOT DEVELOPMENT FOR PERMANENT PROJECT	SELF	
5/20/2021	8536	2865	MALCOLM, PEGGY	98 GREENBRIER DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CASH	24' X 26' X 9' CARPORT	SELF	
5/21/2021	8537	11472	DAVIS, ROSS F	123 GRISTMILL DR, HELVETIA, WV 26224	\$10,000.00	\$15.00		CHECK	NEW ROOF AND SIDING ON HOUSE; NEW ROOF ON OUT BUILDING	SELF	
5/21/2021	8538	82035	SHAVER, JAMES GRADEN AND CINDY	54 JASMINE DR, FRENCH CREEK, WV 26218	\$15,000.00	\$15.00		CC	12' X 40' NEW HOME	SELF	
5/25/2021	8539	80457	LAWRENCE, JAMES E	625 VEGAN RD, BUCKHANNON, WV 26201	\$10,500.00	\$15.00		CHECK	12' X 28' PRE-FAB BUILDING	SELF	
8/27/2021	8540	11338	MCCARTNEY, JEREMY AND ROBERT BRETZMAN	103 MACS ACRES DR, THORNTON, WV 26440	\$6,500.00	\$15.00	\$225.00	CHECK	10' X 24' FRONT PORCH; 4' X 8' BUILDING; SWING; FLAG POLE; SIDE WALK; INSIDE REMODEL	SELF	FLOODPLAIN; CONDITIONAL

TOTAL
\$320,519.00

TOTAL
\$195.00

TOTAL
\$225.00

GRAND
PROJECT
TOTAL
\$657,649.00

GRAND BP
TOTAL
\$405.00

GRAND FP
TOTAL
\$300.00

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

May 26th, 2021 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of April 28th, 2021 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

FY 22 budget – tabled to May 26th, 2021 meeting

Review of COVID-19 operating procedures

New Business:

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

Fundraising Committee at 11:00 am

- Expenditure/revenue review
- Gnome Quilt
- Glow Stick Party 2021
- Blue Grass Festival 2021
- Brooks Hill Fair 2021
- SVFD Hayride 2021
- Santa's Workshop
- Festival of Lights Christmas Lights on Brooks Hill
 - Bev/George Fantasia – donating music for the pavilion in campground
 - Community Building
 - Laser light show
 - Vendors - doubtful

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, June 10, 2021

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - May 13, 2021
- V. Report and/or action on Pending Cases
 - 011421-01 (Carr) – No action, deadline is July 7, 2021
 - 021121-01 (Chapman) – Review photographs of property
 - 051321-01 (unknown) – Review photographs of property
- VI. Consider requests to establish new cases
 - No new complaints
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, July 8, 2021 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

ELKINS ROAD PUBLIC SERVICE DISTRICT

60

Agenda

Meeting *Regular Monthly Meeting*

Start Time 5:00 PM

Date *Monday, June 14, 2021*

Place *P.S.D. Office
4536 Old Elkins Rd, Buckhannon*

Meeting Called to Order by Chairperson

5:00 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-David Burr

Introduce Office Staff - Office Manager, Carolyn Douglas

Recognize Current Customers

Vote

Vote

ITEMS FOR DISCUSSION

Budget For FY 2021 - 2022

Vote

Review and Approve

WVRWA Conference August 15-18, 2021

Vote

Appoint Voting Delegate and Alternate

Phase III Extension Project Update

Vote

Invoice payment approval

Progress Reports & Discussion

Change Orders

Project Underruns & Proposed Use

Maintenance Report

Leak Detection

Date & Time of July 2021 Meeting - Tuesday, July 6, 2021 @ 5:00 pm

Adjournment

Vote

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

James W. Curry Library/Park Advisory Board Meeting MINUTES

April 28th, 2021 at 10:00 am

At James W. Curry Public Library

The April 28th, 2021 meeting of the Advisory Board was called to order at 10:06 am by Erv Lake, President.

Roll Call

Present: Erv Lake, Tink Simmons, Carrie Wallace, Tricia Tolliver, Lori Ulderich Harvey, Shanna Collins

Remote: Sara Collins

Guests: Nate Kennedy, Terry Cutright, Rhett Dusenberry

Staff: Jonathan Freeman, Darlene Gregory, Judith Williams

Public Comment Period: None

The March 31st, 2021 meeting minutes were reviewed. A motion was made by Sara and seconded by Carrie that the minutes be approved. Motion carried.

Staff Reports

Park: Not a lot of news; camping is picking up with first reservations this week. Have a few reservations for the Blue Grass Festival June 5th already. Pavilions are busy and in use most weekends as well as several evenings during the week for cook outs. Two tractor tires were acquired from Corridor H Tires for roughly half of the projected price (\$160.00/tire with mounting and disposal).

Library: Our numbers are looking good, pandemic considered and things are moving back toward normal with the return of Family Storytime and Callanetics (exercise program). The focus has shifted from collection development and maintenance back to programming as we ramp up for summer. A special "What is a Scientist" story trail will be installed this week as part of the Remake Learning WV initiative and toward the Leap Into Science grant fulfillment. A question about our Tail and Tales Summer Reading Program and Summer School integration were addressed. We will continue last year's format, which was well received, with drop-in programs and family oriented activities on Tuesday evenings.

Timber: Nothing to report specifically to Curry. Globally timber is doing very well as evidenced by the retail prices of building materials. Timber prices remain strong.

Review/Report

Old Business:

James W. Curry Library/Park Advisory Board Meeting MINUTES

Review of By-Laws revisions. Board members were emailed the revised draft for their convenience and review. After briefly noting changes a motion was made by Shanna and seconded by Lori that the revisions be approved. Motion carried.

FY22 budget – previously tabled to May 26th, 2021 meeting.

Review of COVID-19 Operating Procedures – no further guidance has been forthcoming apart from the increase in the outdoor social gatherings to 100 people. State guidelines can differ slightly from the Federal guideline, so changes will be communicated to the Library and Park as they become available.

New Business:

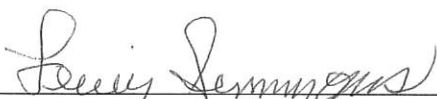
Review of James W. Curry Scholarship Applications: Due to the file size the 5 applications to be reviewed could not be communicated to remote attendees in a timely manner. In consideration of the applicants need to know, it was agreed that a special remote meeting would be set for Wednesday, May 5th at 10 am. Prior to noon on Tuesday, Board members can email their 2 selections to Judith at jwilliams@upshurcounty.org for tabulation. The meeting Wednesday will convene to send forward recommendations from the Advisory Board to the Upshur County Commission.

A motion was made by Tink and seconded by Lori for adjournment. There being no further business, the meeting adjourned at 10:34 am.



Ervin Lake

Carrie Wallace



Lewis Simmons



Patricia Tolliver

Lori Ulderich Harvey

Sara Collins



Shanna Collins

STAFF REPORT

4/28/2021 to 5/25/2021

FINANCIAL REPORT		STATISTICAL REPORT		Apr/May	Mar/Apr	2020
LIBRARY		Users		175	205	155
	Copies	14.45	Children	39	55	29
	Faxes	0.00	Computer Users	29	35	7
	Fines	0.00	Wireless Users	40	34	46
	Donations	0.00	Circulation	74	89	135
	Miscellaneous	0.00	In House Reference	61	78	25
	TOTAL	\$14.45	Phone Reference	85	104	70
			Internet Reference	54	87	62
FUND RAISING			Campsites	51	23	0
	Quilt Ticket Sales	125.00	Pavilions	1	4	0
		\$125.00	Copies	146	13	27
PARK			Faxes	4	6	5
	Camp rentals	60.00	Library Cards	4	4	0
	Vending machines	NA	Hunting Permits	2	0	0
	TOTAL	\$60.00	Items Cataloged	127	138	71
			Items Deselected	1	0	55

PROGRAMMING:

Family Storytime (4) served 28 children and 18 adults

Callanetics (7) served 14 adults

CATALOGING: 11,585 items cataloged: 138 items cataloged this period; 1 items deselected**GRANTS:**

Nothing new to report

FUND RAISING:

	Revenue	Expenses	Total	Notes
Strawberry Quilt 2020	\$932.00	\$0.00	\$932.00	
Glow Stick Party	\$0.00	\$0.00	\$0.00	Cancelled: COVID-19
Blue Grass Festival	\$0.00	\$0.00	\$0.00	Cancelled: COVID-19
Brooks Hill Fair - Bear Factory	\$350.00	-\$153.00	\$197.00	\$45.00 unrealized
Festival of Lights	\$2,218.66	-\$761.13	\$1,457.53	
	\$3,500.66	-\$914.13	\$2,586.53	
Gnome Quilt 2021	\$125.00		\$125.00	

Hodgesville PSD

Monthly Meeting

May 4, 2021 -4pm

The monthly meeting of the Hodgesville PSD was held on the above date and time at the district office at 188 Fayette Street, Buckhannon, WV 26201. In attendance were Robert Wright, Chairman; Roger Ward, Secretary; Howard Cutright, Member; Terry Gould, Manager and Barbara Curry of UBS, Inc.

The meeting was called to order by Chairman, Robert Wright.

The first topic of this month's meeting was the vehicles being parked at the pump station. Terry Gould made a phone call was able to find out that the cars belonged to James Lanier. During the meeting, a phone call was made to Mr. Lanier and Board Member Howard Cutright explained the problem to Mr. Lanier who stated he would take care of the cars.

Terry Gould presented the monthly bills to be paid. A motion was made by Roger Ward and seconded by Howard Cutright to approve and pay the bills.

Terry Gould presented the following topics :

The letter to Nathan Nelson of the PSC was written and sent. This was discussed at the previous meeting in regard to Hodgesville PSD being on a list of problem PSDs. Mr. Nelson felt that Hodgesville would be removed as the district is working on their problems and not just sitting on them.

Dakota Linger, a potential customer on Upper Pecks Run with the new project, contacted Terry. Mr. Linger is building a home and needs a letter from Hodgesville stating that the district will eventually be installing water to the Upper Pecks Run area. He is unable to obtain funding until he can show proof of a water project for that area. A letter was provided to him for his lending company. He later called to inform the district that he had received his loan proceeds.

Horner Brothers has a project on Bridge Run which they called the Distict and Terry supplied then info in regard to our water system.

J.B. Kimble of the Buckhannon Fire Department made a call to the PSC in regard to 3 of the district's fire hydrants. Terry went with Jeremy Quick of Ringer's Inc. to inspect these hydrants. First one being located at Forest View, this hydrant is leaking but does work, the second is located at Mt. Mart on the Old Weston Rd, this hydrant had the knob broke off and it was replaced and the third is one located to the right at Forest View and it does need to be replaced as the hydrant was hit by a snow plow. A new fire hydrant has been ordered.

Discussed the water leak on Lockwood Lane that caused 2 customers to be without water for approximately 48 hours. It took awhile to find the water leak, but it was found and repaired.

Interim Rates regarding Rule 19A will go into effect with the next billing. The rates will remain in effect until the City of Buckhannon Utility Bds is paid in full for the past due amount. This should be approximately 2-3 months.

Robert Estep of the PSC will be here on May 11th to obtain information regarding the district's Rule 19-A.

Shutoffs for month collected \$826 and adjustments for the month were \$588.79.

PSC received a complaint from Mr. Nicholson regarding a leak in his driveway. The district will investigate and call the PSC.

The district received an FOIA regarding Terry Gould, Manager and his relationship with UBS, Inc. and other contractors used by the district. There is no relationship other than a contractor for the district. This FOIA will be timely answered and approved by the Board.

There being no other business to discuss, the meeting adjourned at 4:50pm.

Roger Ward Approved

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 4, 2021

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, May 4, 2021.

Chair, Carey Wagner, called the meeting to order at 5:05 p.m. and led the group in the Pledge of Allegiance.

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

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

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

Recognize that two (2) customers were present.

APPROVAL OF MINUTES

Minutes of March 2, 2021 and April 6, 2021 Regular Monthly Meetings were presented for approval. **Larry Heater made a motion to approve the minutes. David Burr seconded. Motion carried**

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

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

JOSH RINGER – DEVELOPMENT ON WAGNER ROAD

Josh Ringer was a no show.

WVCORP RENEWAL FOR 2021 - 2022

Carolyn Douglas presented the Board with the renewal of insurance from WVCoRP (general liability, workers comp, etc.) for the upcoming year 2021 – 2022. **David Burr made a motion to approve the insurance renewal. Larry Heater seconded. Motion carried**

PHASE III EXTENSION PROJECT

Eleventh Draw Request from IJDC loan for Phase III invoices in the amount of \$216,295.41 plus SCBG in the amount of \$123,802.33 for a total of \$340,097.74 was presented by Cary Smith (Region VII) for signature and payment. **Larry Heater made a motion to approve and pay invoices. David Burr seconded. Motion carried**

Elkins Road Public Service District
Board of Directors' Regular Meeting
May 4, 2021

PHASE III EXTENSION PROJECT (continued)

Greg said that Contract 1 (Pro Contracting) has submitted most of their paperwork for the extension. They also have a punch list that they are working on for the new office but have very little left to do. Contract 3 (A.J. Burk) has submitted most of their paperwork and are awaiting the Winery Road booster station before they can complete that portion of their contract. They have almost completed the meter changes and should be finishing up with that (weather permitting) in the next week or so. They also have a punch list that they are working on but don't have much left to do on it. Contract 4 (Chojnacki) has completed most of the generator work and is awaiting the Hawkins Road booster station to complete that portion of their contract. This contractor has a lot of clean up to take care of and a pretty long punch list.

Greg talked a little about the back flow needed at the City of Buckhannon's master meter. He says that the city has a 6" back flow preventer that has been used less than eight hours and they will sell to us at a reasonable price. This was tabled until we see if it can be done through this extension.

MAINTENANCE

Dave Wamsley, System Operator, discussed the April Maintenance Report. Leak detection was discussed at length again due to the city water bills which are continuing to be high because of this water loss.

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

The next meeting will be held on Tuesday, June 1, 2021 at 5:00 p.m.


Respectfully submitted:

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

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
David Burr

Note: Recorded Meeting