

## 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: July 1, 2021

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

- June 24, 2021
- June 25, 2021 – Special Meeting

9:15 a.m. Terry Gould on behalf of the Hodgesville PSD – Consider request for emergency ARP funding in the amount of \$4,693.00 to replace the control valve for the Shuemaker water tank. The existing 8" control valve is approximately 40 years old and inoperative; thus, the PSD has no means to shut water flow from the tank off in the event of an emergency.

10:30 a.m. Discuss status of pending opioid litigation  
*Item may lead to Executive Session per WV Code §6-9A-4*

### Items for Discussion / Action / Approval:

1. Correspondence from Craig D. Presar, on behalf of the WVU Extension Service, requesting a waiver of fees associated with the use of the Upshur County Pool on July 29, 2021 for the Upshur County 4-H Summer Splash pool party held by the WVU Upshur County 4-H leaders Association. \* Page 5
2. Approval for Kristie G. Tenney, President, to execute any and all documents necessary for the Promissory Note and Business Loan Modification Agreement between the Upshur County Commission, Buckhannon Upshur Airport Authority and Community Bank. The outstanding principal balance as of June 18, 2021 was fifty thousand four hundred fifty dollars and twenty cents (\$50,450.20). The maturity date will be extended from July 14, 2021 to July 14, 2022. \* Page 6-8
3. Review and signature of WV Communities Risk Pool Coversheet to Member Agreement. The total annual contribution including workers' compensation is one hundred seventy-five thousand five hundred sixteen dollars (\$175,516). \* Page 9-12
4. Review and signature of an Agreement between the Upshur-Buckhannon Health Department and the Upshur County Commission, parties of the first part, and Frank N. Floyd, in his individual capacity and doing business as Fisher Auto Parts, Inc. This agreement jointly engages Fidler's Tree Service to clean-up a shared property line located between the Upshur-Buckhannon Health Department and Fisher Auto Parts, Inc. and further creates between them a mutual hold harmless and cross-indemnity arrangement.\* Page 13-16
5. Review and approval of the revised Internal Purchasing Policy for Department Supervisors that report to the Upshur County Commission. \*

6. Approval of revised 2021 Buckhannon-Upshur Recreational Park Rental Contract. \* Page 17-18
7. Approval and signature of a Liquid Propane Tank Lease Agreement between Southern States Buckhannon Coop and the Upshur County Commission for a 120-gallon tank to be located at the Hampton Community Center. The lease will be for a period of one year in the amount of \$36 per year due on October 15<sup>th</sup>. \* Page 19-21
8. Correspondence from Joyce Harris-Thacker announcing a wage rate increase for Belinda Lewis, effective June 20, 2021. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* Under separate cover
9. Consider rescinding the COVID-19 Sick Leave and Travel Policies per the Policy Board vote on June 24, 2021. \* Page 22-23
10. Approval of termination of Buckhannon-Upshur Recreational Park employee. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)* Under separate cover
11. 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. Correspondence from Carrie L. Wallace, County Administrator, to Chief Circuit Judge Jacob Reger requesting permission to process payment from the Worthless Check Fund for Magistrate Court Bailiff Services for fiscal year ending June 30, 2021. This invoice is in the amount of \$4,270. Page 24-26
2. Correspondence from Harold D. Ward, Cabinet Secretary of the WV DEP, appointing Paula Stone to the Board of Directors of the Upshur County Solid Waste Authority, effective July 1, 2021. Her appointment will expire on June 30, 2025. Page 27
3. Correspondence from Ann Urling, WV Governor's Office Deputy Chief of Staff, notifying local governments that received funding from the Governor's allocation for local governments of the required information for pass-through entities. Page 28-31
4. Proclamation made by Governor Jim Justice on June 18, 2021 terminating the "Face Covering Order" effective 12:01 a.m. EDT, on June 20, 2021. Page 32-33
5. June 28, 2021 News Release – WV Department of Arts, Culture and History to Host Webinar on American Rescue Plan Funding for arts-funding programs on July 7th at 10 a.m. Page 34
6. Deed between Patricia Linger, Harold Rowan, Ray Unrue, David Linger, Jerry Hoover, Huelin Linger and Robert Hoover, as Trustees of the Hampton United Methodist Church and the Upshur County Commission. The land and real estate have ceased to be used as a community building to benefit the citizens residing in Hampton, Upshur County and the land and real estate shall now revert back to the County Commission of Upshur County, effective June 28, 2021. Page 35-38

## 8. Public Notices:

## a) Newsletters and/or Event Notifications:

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

- |   |               |                |
|---|---------------|----------------|
| • Buckhannon-Upshur Parks & Recreation Advisory Board | June 28, 2021 | <u>Page 41</u> |
| • City of Buckhannon                                  | July 1, 2021  | <u>Page 42</u> |

## c) Meeting Minutes:

- |   |              |                   |
|---|--------------|-------------------|
| • Buckhannon-Upshur Parks and Recreation Advisory Board | May 10, 2021 | <u>Page 43-44</u> |
| • Buckhannon-Upshur Airport Authority                   | May 10, 2021 | <u>Page 45-47</u> |
| • Upshur County Fire Board                              | May 18, 2021 | <u>Page 48</u>    |
| • James W. Curry Library/Park Advisory Board            | May 26, 2021 | <u>Page 49-50</u> |

## d) Meetings:

- |            |            |   |
|------------|------------|---|
| • 07/06/21 | 5:00 p.m.  | Elkins Road PSD   |
| • 07/06/21 | 4:00 p.m.  | Hodgesville PSD   |
| • 07/01/21 | 7:00 p.m.  | Banks District VFD                                      |
| • 07/15/21 | 7:00 p.m.  | City Council of Buckhannon                              |
| • 07/01/21 | 7:00 p.m.  | Selbyville VFD  |
| • 07/12/21 | 12:00 p.m. | Upshur County Family Resource Network                   |
| • 07/12/21 | 4:30 p.m.  | Upshur County Solid Waste Authority                     |
| • 07/12/21 | 5:30 p.m.  | Buckhannon-Upshur Recreational Park Advisory Board      |
| • 07/12/21 | 6:00 p.m.  | Lewis-Upshur Community Corrections Board – Upshur Co.   |
| • 07/13/21 | 7:30 p.m.  | Adrian VFD  |
| • 07/01/21 | 6:00 p.m.  | Buckhannon-Upshur Board of Health                       |
| • 07/21/21 | 7:00 a.m.  | Upshur County Development Authority –Full Board         |
| • 07/14/21 | 12:00 p.m. | Upshur County Senior Center Board                       |
| • 07/14/21 | 3:00 p.m.  | Upshur County Conventions & Visitors Bureau             |
| • 07/13/21 | 7:00 p.m.  | Warren District VFD                                     |
| • 07/01/21 | 3:00 p.m.  | Adrian PSD  |
| • 07/14/21 | 3:00 p.m.  | Tennerton PSD   |
| • 07/08/21 | 3:00 p.m.  | Upshur County Safe Sites & Structures Enforcement Board |
| • 07/08/21 | 7:30 p.m.  | Buckhannon VFD  |
| • 07/13/21 | 4:00 p.m.  | Buckhannon Upshur Airport Authority                     |
| • 07/15/21 | 6:30 p.m.  | Upshur County Youth Camp Board                          |
| • 07/11/21 | 6:00 p.m.  | Washington District VFD                                 |
| • 07/19/21 | 12:00 p.m. | Buckhannon-Upshur Chamber of Commerce                   |
| • 07/21/21 | 4:00 p.m.  | Upshur County Public Library Board                      |
| • 07/16/21 | 10:00 a.m. | Wes-Mon-Ty Resource Conservation & Development Council  |
| • 07/27/21 | 6:30 p.m.  | Upshur County Fire Board, Inc.                          |
| • 07/27/21 | 5:00 p.m.  | UC Enhanced Emergency Telephone Advisory Board          |
| • 07/14/21 | 7:00 p.m.  | Ellamore VFD  |
| • 07/21/21 | 12:00 p.m. | Lewis Upshur LEPC                                       |
| • TBD      | 1:15 p.m.  | Upshur County Farmland Protection Board                 |
| • 07/26/21 | 7:00 p.m.  | Upshur County Fire Fighters Association                 |

- 07/14/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau 4
- 07/28/21 10:00 a.m. James W. Curry Advisory Board

9. 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) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – BOE Representative
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – County resident
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – Farm Bureau 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](mailto: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  
July 15, 2021 --- 9:00 a.m.  
Upshur County Courthouse Annex

\*The Upshur County Commission Meeting scheduled for July 8, 2021, has been CANCELLED\*



June 23, 2021

Upshur County Commission  
Kristie Tenney, President  
91 W. Main St., Suite 101  
Buckhannon, WV 26201

Dear Commission Members,

On July 29, 2021, the WVU Upshur County 4-H Leaders Association will be holding the Upshur County 4-H Summer Splash pool party. It is anticipated that more than 50 Upshur County youth and family members will be attending that event. A copy of the Certificate of Liability Insurance for the WVU Extension Service has been provided as an attachment to this letter.

To alleviate costs related to providing an experience like this, we are requesting a waiver of the fees associated with the use of the Upshur County Pool facilities. A reduction in operational expenses will allow a wider and more diverse collection of programming opportunities.

As always, we are grateful for your continued support of the WVU Extension Service, the 4-H Youth Development program, and the youth of Upshur County.

Thank you,

A handwritten signature in blue ink, appearing to read 'Craig D. Presar', with a long horizontal flourish extending to the right.

Craig D. Presar  
WVU Extension Service

Loan No. 30024596

**PROMISSORY NOTE AND BUSINESS LOAN  
MODIFICATION AGREEMENT**

MADE AND ENTERED INTO this \_\_\_\_\_ by and between,

Upshur County Commission  
Buckhannon Upshur Airport Authority  
PO Box 1042  
Buckhannon, WV 26201  
(hereinafter referred to as "Borrower")

A  
N  
D

Community Bank, successor by merger with Progressive Bank, N.A.  
875 National Road  
Wheeling, WV 26003  
(hereinafter referred to as "Lender")

WHEREAS, Lender is a present holder of a certain Promissory Note (hereinafter "Note") to secure a revolving line of credit in the original maximum sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), said Note having been given by the Borrower to the Lender dated July 14, 2003;

WHEREAS, on July 29, 2013 the Borrower had requested and the Lender agreed to modify the maturity date of the aforesaid Note from July 14, 2013 to July 14, 2018; and,

WHEREAS, on September 20, 2018 the Borrower had requested and the Lender agreed to modify the maturity date of the aforesaid Note from July 14, 2018 to November 14, 2018; and,

WHEREAS, on November 1, 2018 the Borrower had requested and the Lender agreed to modify the maturity date of the aforesaid Note from November 14, 2018 to July 14, 2019, to remove the maximum credit and revolving terms of the Note to convert the loan facility to a term debt, and to modify the repayment terms from monthly installments of interest only with all remaining principal and accrued interest due at maturity to monthly installments of principal and interest with all remaining principal and accrued interest due at maturity; and,

WHEREAS, on July 11, 2019 the Borrower exercised the option to renew the remaining balance of the term debt for an additional twelve (12) months extending the maturity date from July 14, 2019 to July 14, 2020; and,

WHEREAS, on July 23, 2020 the Borrower exercised the option to renew the remaining balance of the term debt for an additional twelve (12) months extending the maturity date from July 14, 2020 to July 14, 2021; and,

WHEREAS, NOW THIS AGREEMENT WITNESSETH, that in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. The outstanding principal balance as of June 18, 2021 is Fifty Thousand Four Hundred Fifty and 20/100 Dollars (\$50,450.20).
2. The maturity date will be extended from July 14, 2021 to July 14, 2022.
3. Borrower will continue to make monthly payments of principal and interest on the 14<sup>th</sup> of each month, in the amount of \$1,506.00. The final payment, of all accrued principal and interest not yet paid estimated at \$34,213.48, will be due on July 14, 2022.
4. All the terms, conditions and provisions contained in said Note not inconsistent herewith shall remain in full force and effect.
5. This agreement shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this day and year first above written.

**BORROWER:**

Upshur County Commission

By: \_\_\_\_\_  
Kristie Tenney, President

Buckhannon-Upshur Airport Authority

By: \_\_\_\_\_  
Thomas J. O'Neill, President

By: \_\_\_\_\_  
Virgil LaRosa, Vice President

By: \_\_\_\_\_  
Phil Loftis, Treasurer

By: \_\_\_\_\_  
Brian Huffman, Secretary

By: \_\_\_\_\_  
Samuel R. Nolte

By: \_\_\_\_\_  
Randy Sanders

**LENDER:**

By: \_\_\_\_\_  
Connie R. Tenney, Vice President, Market Manager, Branch Manager

By: \_\_\_\_\_  
Jennifer Metts, Senior Vice President Commercial Loan Administration

**WEST VIRGINIA COMMUNITIES  
RISK POOL**

**COVERSHEET TO MEMBER AGREEMENT**

**Member:** Upshur County Commission

**Contract #:** WV-UP-049-22

**Coverage Certificate Term - Effective Date:** 07/01/2021

**Expiration Date:** 07/01/2022

I.	COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
A.	<b><u>Property</u></b> Buildings/Contents - Replacement Cost, unless otherwise noted		\$32,612
	<ul style="list-style-type: none"> <li>• Business Interruption/Extra Expense</li> <li>• Back-up of Sewers and Drains (Per Occurrence)</li> <li>• Debris Removal</li> <li>• Pollutant Clean-up and Removal</li> <li>• Newly Acquired Locations (per occurrence up to 120 days)</li> <li>• Property in Transit</li> <li>• Utility Services Time Element</li> <li>• Increased Cost of Construction/Ordinance/Demolition</li> <li>• Earthquake (Pool Aggregate)</li> <li>• Flood (outside 100-year flood plain; Pool Aggregate)</li> </ul>	<ul style="list-style-type: none"> <li>\$450,000</li> <li>\$1,000,000</li> <li>\$20,000,000</li> <li>\$500,000</li> <li>\$10,000,000</li> <li>\$5,000,000</li> <li>\$2,000,000</li> <li>\$20,000,000</li> <li>\$10,000,000</li> <li>\$10,000,000</li> </ul>	
B.	<b><u>Equipment Breakdown</u></b>		\$3,437
	<ul style="list-style-type: none"> <li>• Limit Per Breakdown</li> </ul>	<ul style="list-style-type: none"> <li>\$50,000,000</li> </ul>	
C.	<b><u>Inland Marine</u></b> Replacement Cost if scheduled, otherwise Actual Cash Value		\$3,869
D.	<b><u>General Liability</u></b> <ul style="list-style-type: none"> <li>• Bodily Injury &amp; Property Damage</li> <li>• Personal Injury &amp; Advertising</li> <li>• Products &amp; Completed Operations</li> <li>• Fire Legal Liability - Real Property</li> <li>• Employee Benefits Liability</li> <li>• Broad Form Property Damage and Property in the Care, Custody, and Control</li> </ul>	<ul style="list-style-type: none"> <li>\$1,000,000</li> <li>\$1,000,000</li> <li>\$1,000,000</li> <li>\$100,000</li> <li>\$1,000,000</li> <li>\$100,000</li> </ul>	\$42,775
E.	<b><u>Automobile</u></b> <ul style="list-style-type: none"> <li>• Bodily Injury &amp; Property Damage - Owned &amp; Hired Autos</li> <li>• Medical Payments</li> <li>• Non-Owned Liability</li> <li>• Uninsured Motorists</li> <li>• Underinsured - Underinsured Motorist</li> <li>• Garage Liability</li> <li>• Garagekeepers</li> <li>• Automobile Physical Damage</li> </ul>	<ul style="list-style-type: none"> <li>\$1,000,000</li> <li>\$2,000</li> <li>\$1,000,000</li> <li>\$1,000,000</li> <li>\$250,000</li> <li>\$1,000,000</li> <li>\$100,000</li> <li>Actual Cash Value or Cost of Repairs Less Deductible</li> </ul>	\$35,670
F.	<b><u>Public Officials Liability</u></b> <ul style="list-style-type: none"> <li>• Per Occurrence</li> <li>• Annual Aggregate</li> </ul>	<ul style="list-style-type: none"> <li>\$1,000,000</li> <li>\$1,000,000</li> </ul>	\$11,986
G.	<b><u>Law Enforcement Liability</u></b> <ul style="list-style-type: none"> <li>• Per Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>\$1,000,000</li> </ul>	Included

H.	<b><u>Crime</u></b>		\$950
	• Employee Dishonesty, Faithful Performance	\$250,000	
	• Broad Form Monies and Securities—Inside/Outside	\$250,000	
	• Money Orders, Counterfeit, Depositors Forgery	\$250,000	
I.	<b><u>Cyber Risk</u></b>		\$3,000
	• Limit of Liability	\$1,000,000	
J.	<b><u>Environmental Liability</u></b>		Included
	• Each Incident and Aggregate	\$500,000	
	• Pool Aggregate	\$1,000,000	
K.	<b><u>Excess Liability</u></b>		\$8,383
	• Excess Automobile Liability - Limit	\$1,000,000	
	• Excess General Liability - Limit	\$1,000,000	
	• Excess Law Enforcement Liability - Limit	\$1,000,000	
	• Excess Public Officials Liability - Limit	\$1,000,000	
	• Excess Public Officials Liability - Annual Aggregate	\$1,000,000	
	Excess Liability does not include coverage for Non-Owned Automobile Liability or Garage Liability. Uninsured/Underinsured Motorists coverage not included unless elected, returned within 30 days of receipt and additional contribution paid.		
L.	<b><u>Workers' Compensation</u></b>		\$32,834
	• Employers' Liability (Coverage B)	\$1,000,000	
	• Coverage A	Statutory	

Program Credit, if Applicable

Included in Above

**Total Annual Contribution**

**\$175,516**

\*Coverages provided are limited to those listed herein.

\*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

**DEDUCTIBLES (Per Occurrence)**

II.

<b>A. Property</b>	
• Per Building and Contents Final Contribution Allocation Schedule (PR_53848) Attached Below	
• Flood	\$25,000
• Earthquake	\$25,000
<b>B. Equipment Breakdown</b>	
• Per Occurrence	\$1,000
<b>C. Inland Marine</b>	
• Per Final Contribution Allocation Schedule (IM_53848) Attached Below	
<b>D. General Liability</b>	
• General Liability	\$0
<b>E. Automobile</b>	
• Comp/Coll Deductibles Per Final Contribution Allocation Schedule (BA_53848) Attached Below	
• Liability	\$0
• Hired Car Physical Damage Comprehensive	\$1,000
• Hired Car Physical Damage Collision	\$1,000
• Garagekeepers	\$1,000
<b>F. Public Officials Liability</b>	
• Per Occurrence	\$10,000
<b>G. Law Enforcement Liability</b>	
• Per Occurrence	\$10,000
<b>H. Crime</b>	
• Per Occurrence	\$250
<b>I. Cyber Risk</b>	
• Per Occurrence	\$0
<b>J. Environmental Liability</b>	
• Per Occurrence	\$25,000
<b>K. Excess Liability</b>	
• Per Occurrence	Underlying Limits
<b>L. Workers' Compensation</b>	
• Per Occurrence	\$0

### III. EXCESS COVERAGE OF POOL

- A. **Property:** The Pool maintains reinsurance coverage up to \$100,000,000 in excess of the Pool's per occurrence retention of \$500,000.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$500,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$500,000.
- D. **Stop Loss:** The Pool maintains a stop loss aggregate, which attaches at 120% of the contribution collected.

### IV. CONTRIBUTION ASSESSMENT

The contributions were based on pool members' experience modified in accordance with an actuarially derived formula.

Whenever the Supervisory Board and the Insurance Commission determine that the fund account is actuarially insufficient, when considering pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the members of the Pool. Such assessments shall be paid within 90 days.

### V. SERVICE AGENT – Risk Management Programs, Inc.

Note: Local government group self-insurance pools are not protected by any West Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each member agrees to assume and discharge, jointly and severally, any liability under the West Virginia Workers' Compensation Laws of any and all employers party to such agreement and which provides that, in addition to the rights of the pool, in the event of failure of the pool to enforce such rights after reasonable notice to the pool, the commissioner may, at his or her sole discretion, order members to pay into the self-insured Employer Guaranty Risk Pool and Self-Insured Employer Security Risk Pool (if applicable) an amount sufficient to cover the estimated cost of all the accrued and contingent liabilities resulting from the period of self-insured status, or, in the alternative and in the commissioner's sole discretion, secure the liabilities in a manner consistent with other provisions of this rule.

ACCEPTED  
BY: \_\_\_\_\_



## AGREEMENT

This AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Upshur-Buckhannon Health Department and the Upshur County Commission, a political subdivision, Parties of the first part, AND Frank N. Floyd, in his individual capacity and doing business as Fisher Auto Parts, Incorporated, as Party of the second part. The signatories to this Agreement will be referred to jointly as the "Parties."

WHEREAS, as set forth in Fidler's Tree Service written proposal dated June 26, 2021, the Parties are seeking to jointly engage Fidler's Tree Service to clean up their shared property line located between the Upshur-Buckhannon Health Department, situate at 15 N. Locust Street, Buckhannon, West Virginia, 26201, and Fisher Auto Parts, Inc., situate at 19 N. Locust Street, Buckhannon, West Virginia, 26201, and to then clean and remove all brush, cut trees, wood, and other resulting debris from the said properties.

WHEREAS, in conjunction with the said written proposal of Fidler's Tree Service dated June 26, 2021, the undersigned Parties wish to create between them a mutual hold harmless and cross-indemnity arrangement with the effect that each Party becomes responsible and liable for its own property, officers, agents, and employees so as to entirely avoid any potential disputes as to liabilities for damages or injuries to their respective properties, officers, agents, or employees in connection with the work to be performed by Fidler's Tree Service, as set forth herein.

WHEREFORE, in consideration of the mutual covenants contained herein, and in consideration of the other covenants provided for in the applicable contract between the Parties and the contractor, the sufficiency of which is hereby acknowledged, the signatories hereby agree, subject to the provisions and limitations contained in this Agreement, each undersigned Party hereby agrees to indemnify, defend, protect, hold harmless, and release the other, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefits.

NOW, THEREFORE, the undersigned parties agree as follows:

1. The undersigned Parties shall indemnify, hold harmless, and waive all rights of recourse each may have against other Party, on whatever basis, for damage to or loss of property it owns, or has under its control by virtue of the Agreement made with Fidler's Tree Service, an entity which is not a Party to this Agreement, and for any indirect or consequential damage or losses (including, without limitation loss of contract, loss of profit and loss of production) resulting from such damage or loss, arising out of or relating to the services set forth herein.
2. The undersigned Parties agree that if Fiddler Tree Service removes, damages or alters any property covered by this Agreement, each Party is fully responsible for any and all repairs and/or replacement of its own property.
3. The Parties understand and agree that each shall indemnify, hold harmless, and waive all rights of recourse it may have against the other Party on whatever basis for any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of its officers, agents, employees, and invitees, and injuries to or disease or death of its officers, agents, employees, and invitees, regardless of the cause of or reason for said damage, loss, injuries, disease or death.
4. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

5. This Agreement may be amended or modified only by written agreement signed by all Parties.
6. Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the Party's address listed above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.
7. The undersigned parties understand and agree that the validity, application, interpretation and implementation of this Agreement shall be exclusively governed by West Virginia law, not including its conflict of law provisions, and each Signatory hereby irrevocably submits to the court of competent jurisdiction in Upshur County, West Virginia.
8. Any dispute arising from this Agreement shall be resolved through Mediation, then Binding Arbitration. If the dispute cannot be resolved through Mediation, then the dispute will be resolved through Binding Arbitration conducted in accordance with the rules of the American Arbitration Association.
9. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
10. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.
12. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
13. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

WITNESS THEREOF, this Agreement has been executed and delivered as of the first date written above.

### SIGNATURES

STATE OF WEST VIRGINIA,

COUNTY OF UPSHUR, TO WIT:

The foregoing instrument was acknowledged before me by **Frank N. Floyd**, owner/operator of Fisher Auto Parts, Inc. of Buckhannon, West Virginia, on behalf of Fisher Auto Parts, Inc., and also in his individual capacity, whose name is signed to the writing above.

Taken, sworn to and subscribed before me in my said county, this \_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF UPSHUR, TO WIT:

The foregoing instrument was acknowledged before me by **Kristie G. Tenney, President of the Upshur County Commission**, on behalf of the Upshur County Commission and the Upshur-Buckhannon Health Department.

Taken, sworn to and subscribed before me in my said county, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Fidlers Tree Service  
Rock Cave Wv 26234  
Randy Fidler (Owner) 304-904-0152  
Joey Chidester (Contact Person) 304-924-5136

### Proposal

June 26 2021

RE: Clean Up Between Health Department and Fisher Auto  
ATT: Greg Harris

Fidlers Tree service proposes to do the following work.

Clean up property line between the Health Department and Fisher auto clean all brush up, cut trees , chip all brush and haul off all wood.

Price \$1,200.00

Thank You For Your Business  
Any Questions feel free to call Joey At 304-924-5136

# RENTAL CONTRACT

Buckhannon-Upshur Recreational Park

Shelia M. Adams

91 West Main Street, Suite 101

Buckhannon, WV 26201

(304) 472-0535 x.4

smadams@upshurcounty.org

**«Name of Individual»**

Name of Individual

Group or Organization

**«Address»**

**«City», «State» «Zip»**

Address

**«Phone »**

Telephone Number

Date(s): **«Beginning Reservation Date»**

Arriving: **«Arrival Time»** Departing: **<<Departure Time>>**

Facility to be rented: Pool: Under 40 People:        **\$200.00 minimum please see insert**

40-80 People:       

80 Plus People:       

Booked utilizing Rain Check from previous Season? N

Pavilion: Small:        \$25

Large:        \$50

Rental Fee Due Date: **«Rental Fee Due Date»**

Tax Exempt: **«Tax Exempt» If yes, Certificate must be submitted**

The rental fee is to be received by the Upshur County Commission Office on or before the designated due date. No refund will be issued once the contract is signed, returned and payment is received. No refunds will be given for "bad weather" on the day of your rental. (i.e. rain, cold temperatures, etc...)

Due to COVID-19, in an effort to protect the health and safety of the public, current guidelines set forth by the Governor of WV and the Center for Disease Control and Prevention shall be adhered to at all times.

Rental of the swimming pool is in two-hour increments. **Public swim ends at 6:00 p.m.; therefore, you may experience overlap with patrons exiting and leaving the pool as your party enters the Facility.** Swimming may not begin earlier or last longer than your designated rental period. Food and non-alcoholic beverages are permitted. The concession stand will not be open during the rental period as it is only operational during regular public business hours. During your rental period you may utilize the deck chairs, shaded areas and attached pavilion area at no additional cost; however, you are not permitted to utilize the concession stand kitchen or appliances.

Pavilion rentals may begin at 9:00 a.m. and conclude no later than 9:00 p.m.

The person signing this rental contract agrees, either for himself or herself personally or on behalf of the organization listed, to be in attendance at the activity and to be financially responsible for any property damage or excessive littering done during the activity. The signer must be an adult, age 21 or older. For groups whose members are under 21 years of age, one chaperone must be provided for every 20 persons under the age of 21. The chaperone must be a parent of the groups' members, teachers, or sponsors of a school or business function.

The Park Director or any authorized representative has the authority to void any and all rental agreements and to further ask any and all individuals and or groups to vacate the park property. If in their discretion the individual(s) or group constitute a disruption of the safety and enjoyment of the park facilities by the general public at any given time.

#### WAIVER OF RIGHTS

\_\_\_\_ (Initials) I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts of the Upshur County Commission, and any and all of its agents and/or employees in connection with or incident to myself or my group's use of any of the property or facilities set forth in this Agreement.

\_\_\_\_ (Initials) I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights, and that I have been afforded an opportunity to request further explanation of the terms of this Wavier of Rights. After acknowledging the same, I am now knowingly, freely and voluntarily signing this rental contract and initialing this Wavier of Rights and agree to be bound by the terms and conditions thereof.

\_\_\_\_\_  
Signature of responsible individual

\_\_\_\_\_  
Date

**Please make checks payable to the Upshur County Commission.**

**Online payments may be made by visiting:**

<https://upshurcountywv.governmentwindow.com/estore/parks-and-rec/parks-and-rec.html>

Please note – The above fee includes a 6% WV Consumer Sales Tax. Please inform the Upshur County Commission Office if your group is tax exempt so the fee can be adjusted. You must provide the Upshur County Commission Office a copy of your organizations' tax-exempt certificate with the contract in order to be eligible for this adjustment.

Form 0-7

Rev. 6/2012

## Liquid Propane Tank Lease Agreement

## Customer Information

Customer Name <u>HAMPTON COMMUNITY CENTER</u> <u>% UPSHUR COUNTY COMMISION</u> <u>91 W MAIN ST STE 101, BUCKHANNON, WV</u> <u>TANK @ 156 HAMPTON RD, BUCKHANNON</u> Email: _____ Contact No.: <u>304-472-0535 EXT 3</u> Account No.: <u>1009916</u>	Name of Southern States Location <u>Southern States Buckhannon Coop</u> <u>60 N Spring St</u> <u>Buckhannon, WV 26201</u>
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## Liquid Propane Tank Information

Tank Size <u>120</u> gal Above Ground/ Under Ground (circle one) Serial No: <u>59560</u> Value: <u>\$1000</u> Tank Size: _____ gal Above Ground/ Under Ground Serial No.: _____ Value: _____ Tank Size: _____ gal Above Ground/ Under Ground Serial No.: _____ Value: _____ Installation Date: <u>08/13/1997</u> Regulators <u>2 REGULATORS @ \$100 EACH</u>
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THIS AGREEMENT, entered into this 29TH day of, JUNE 2021, between Southern States Buckhannon Coop (hereinafter called "SSC"), and UPSHUR COUNTY COMMISION (referred to as "Customer") and residing at the address above. In consideration of the mutual covenants and promises contained herein, SSC hereby leases unto Customer for a period of one year from the date hereof the following described equipment (referred to hereinafter as "Leased Equipment") to be located on the Customer's premises or on the premises occupied by the Customer for a monthly/annual/minimum usage\* (circle one) rental fee (the "Rental Fee") of \$ 36 (the "Rental Fee"). The Rental Fee is payable on OCT 15TH of every months and is subject to the terms and conditions herein. Southern States may adjust the Rental Fee at any time at its discretion according to market demands or usage. IN WITNESS WHEREOF, This Agreement is executed by the parties hereto the day and year first above written.

Southern States Buckhannon Coop  
(COOPERATIVE)

\_\_\_\_\_  
(NAME OF CUSTOMER - PLEASE PRINT)

By: BJ \_\_\_\_\_

\_\_\_\_\_  
(CUSTOMER'S SIGNATURE)

\*Minimum Usage Calculation: 120 GALLONS PROPANE PER YEAR

## TERMS AND CONDITIONS OF STORAGE TANK LEASE AGREEMENT

1. **Leased Equipment**  
The Leased Equipment is the complete liquid propane tank, regulator and accompanying equipment and all additions and modifications thereto as defined more fully above. All leased equipment is referred to in this Agreement as the Equipment.
2. **Term and Termination.**
  - a. This Agreement shall be for one (1) year, commencing on the date herein, and shall renew automatically for successive one year terms after the initial term, unless terminated by either party with thirty (30) days' written notice to the other party.
  - b. This Agreement may be terminated by either Customer or SSC with at least thirty (30) days written notice by the terminating party. If SSC terminates this Agreement due to Customer's breach of any term herein, including but not limited to paragraphs 4, 6, 7 and 8, Customer shall also be responsible for any costs associated with removing the Equipment, collecting any payments due or other additional costs incurred in the enforcement of SSC's rights hereunder.
  - c. Upon termination for any reason, Customer shall have seven (7) calendar days after effective termination in which to contact SSC to remove the liquid propane in the Equipment. Beginning on the eighth (8th) calendar day after effective termination, SSC shall have the right for a reasonable length of time, to enter Customer's premises at any time to remove the Equipment. The value of any remaining liquid propane in the Equipment shall be credited to Customer's account less any fees or balances owed to SSC. Under no circumstances is Customer to remove product or Equipment or contact another supplier to do so. All removals shall be performed by SSC or its authorized agent.
  - d. Upon removal of the Equipment, SSC's sole responsibility is restoration of Customer's property and to refill or repair the removal site and reuse the original dirt or sod from the area. No other landscaping shall be performed.
  - e. Unless otherwise specified, the expense of the removal shall be paid by the party who terminates the Agreement.
3. **Delivery Schedule.**  
Check where applicable.
  - a. Delivery shall be maintained on an automatic delivery basis. Such automatic delivery will be determined by SSC based on customer need and routing schedule. SSC, in its sole discretion may modify, halt or cancel automatic delivery.
  - b. Henderson SSC shall deliver liquid propane to Customer as scheduled by SSC and Customer within a reasonable amount of time after receipt of a request from Customer.
4. **Customer's Obligations.**  
Customer leases the Equipment for the sole purpose of storing and or dispensing liquid propane. In consideration of the lease of Equipment to the Customer, Customer agrees to purchase all liquid propane for the Equipment from SSC at SSC's announced price schedule and credit terms. UNDER NO CIRCUMSTANCES WILL ANOTHER SUPPLIER OF LIQUID PROPANE BE AUTHORIZED TO DELIVER ANY QUANTITY OF LIQUID PROPANE TO THE EQUIPMENT OR TO USE THE EQUIPMENT. This action will immediately void this lease agreement and could result in legal action by SSC against Customer and the unauthorized supplier.
5. **Return of Equipment.**  
Upon termination of this Agreement, Customer agrees to return the Equipment in as good condition as when received hereunder, ordinary wear and tear alone excepted. Any necessary repairs or replacements Equipment caused by natural wear and tear or the elements shall be paid for by SSC; if said repairs or replacements are made necessary because of the negligence of any other party other than SSC, the Customer agrees to pay a reasonable charge therefore. Customer shall also pay SSC any expenses or costs relating to any pick up, pump out, underground tank removal and/or disconnection fees then being charged by SSC. Unless otherwise specified in this Agreement, in the event that the Equipment is underground, Customer shall be responsible for filling, grading and seeding the excavation site and shall comply with all applicable laws and regulations therewith.
6. **Title.**  
The Equipment shall at all times be the personal property of SSC. Title to the Equipment is and shall remain with SSC even though it may be fastened to or attached to real estate.
7. **Pricing and Credit Terms.**  
Price for liquid propane, services and other costs as well as SSC's credit terms are subject to change without notice. At Customer's request, SSC shall provide the cost being charged for liquid propane on the date of request. Customer further understands and agrees that SSC may, from time to time, offer promotional or other special pricing programs or price discounts for which Customer may not be

eligible and that such price programs and/or discounts shall not be applicable in determining the prices applicable under this Agreement. SSC reserves the right to charge for inspections and other costs and assess fees or charges with respect to the Equipment. Statements for use of Equipment and or services shall be due when rendered. Customer shall pay all costs incurred by Cooperative in collecting delinquent amounts, including but not limited to reasonable attorney's fees.

8. **Minimum Use Requirement.**

If Customer fails to meet the minimum use requirements as defined above, SSC shall, in its sole discretion, replace the Equipment with more compatible equipment or remove the Equipment from Customer's property and immediately terminate this Agreement.

9. **Compliance.**

To the extent possible, it shall be Customer's responsibility to comply with all Laws, regulations and rules pertaining to the presence and/or storage of liquid propane at the Customer's property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the use and storage of liquid propane and agrees that it shall be Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests agents and/or employees or any other persons exposed to the liquid propane. Any loss of liquid propane as a result of a leak from the Equipment shall be borne by Customer unless such loss, in the opinion of SSC, was due to the deterioration of the Equipment. Furthermore, SSC may refuse to render services to the Customer at any time if the Equipment is connected to service lines which do not comply with SSC's standards, rules, regulations or State and local authority or are considered hazardous by SSC or Customer refuses adequate inspection.

10. **Assignment.**

Customer shall not assign or transfer services under this Agreement to tenants or other persons other than the Customer without notice to and approval from SSC. ANY TRANSFER TO TENANTS OR OTHER PARTIES SHALL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS HEREIN.

11. **Sale/Foreclosure/Transfer of Property.**

Customer agrees to notify SSC in writing of its intent to sell (including short sales, foreclosures any other transfer of the property) or move from the property on which the Equipment is located. Customer further agrees to notify all listing agents, realtors, buyers, auctioneers, mortgagors or trustees of the property

that the Equipment is the property of SSC and may remain at the property only so long as the subsequent owner or occupant of the property agrees to and executes a Liquid Propane Tank Lease Agreement.

12. **Indemnification.**

Customer shall indemnify and hold SSC harmless from and against all loss, expense (including attorneys' fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from (i) the use of the Equipment, unless the foregoing can be attributed solely to SSC's gross negligence; (ii) Customer's breach of this Agreement; and (iii) Customer's failure to inform SSC of any unmarked or underground utility lines (private or public).

13. **License.**

Customer hereby grants SSC, its employees, contractors and assigns, the right of ingress and egress to, from and over its property or any surrounding properties for the purpose of installing, maintaining, inspecting, filling or removing the Equipment, and otherwise performing its rights hereunder. SSC or its assigns shall at all times have free access to the Equipment and free right of ingress and egress for these purposes without demand or legal process. Customer hereby fully exonerates and holds SSC, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Equipment. To the extent SSC determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to SSC in order to evidence and secure the rights of SSC and its employees agents and contractors into ingress and egress hereunder and the right to install and remove the Equipment. At all times, Customer shall maintain access to and the area surrounding the Equipment in safe condition.

14. **Miscellaneous.**

- a. **Entire Agreement.** This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof. No waiver or modifications are valid or binding unless in writing signed by SSC.
- b. SSC reserves the right to make any changes to this Agreement without prior notice to Customer.
- c. By executing this Agreement, Customer agrees that SSC has the right but not the obligation to file this Agreement as well as any accompanying UCC forms.

**Coronavirus Disease (COVID-19) SICK LEAVE POLICY****Effective March 20, 2020****Approved October 8, 2020****Revised January 14, 2021**

The purpose of this policy is to provide payment of wages to employees that are unable to work and/or telework due to potential exposure to COVID-19 or quarantine orders due to confirmed exposure or contraction of COVID-19.

An employee shall immediately notify their Supervisor if they are experiencing symptoms of COVID-19, suspect a potential exposure, have confirmed exposure, are being tested, receive positive test results or are ordered to quarantine due to COVID-19. Employees that have been ordered to quarantine by a Health Department or their attending physician must provide a copy of their quarantine orders to their Supervisor and the Office of the Upshur County Commission. The employee's Supervisor will coordinate action to be taken with the County Administrator on a case-by-case basis. In no case should an employee report to work under any of the aforementioned circumstances, until they are directed to do so by their Supervisor or the Upshur County Commission.

Testing and return to work procedures will be determined in accordance with current guidance from national, state and local public health authorities. Upon receiving positive test results, employees shall quarantine per Order of the presiding Health Department or their attending physician.

Per the CARES Act, all health insurance providers are required to cover COVID-19 tests at 100% without cost share, though some plans may have limitations on the number of tests that may be obtained free of charge. If an employee does not have County health insurance, they should verify coverage and network providers with their health insurance prior to obtaining a test.

In the event that an employee is unable to report to work or telework due to COVID-19, their Supervisor shall provide the number of scheduled work hours missed during each pay period to the County Administrator on payroll Monday. The County Administrator shall then forward a request to the Deputy County Clerk/Bookkeeper to add the same number of hours to the employee's sick leave balance; thus, ensuring that the employee continues to be paid for their normal scheduled work hours and does not deplete their sick leave balance as a result of potential exposure to COVID-19 or quarantine orders due to confirmed exposure or contraction of COVID-19.

**APPROVED****JAN 14 2021****UPSHUR COUNTY COMMISSION**  


**Coronavirus Disease (COVID-19) TRAVEL POLICY**  
**Effective March 20, 2020**

The purpose of this policy is to protect employees and residents of Upshur County to the greatest extent possible during the current COVID-19 Pandemic and State of Emergency.

During the Governor's State of Emergency Declaration regarding COVID-19, employees are required to notify their immediate Supervisor in advance of any out of state travel. Their Supervisor and/or the Upshur County Commission retain the right to require the employee to obtain a COVID-19 test prior to their return to work. Testing requirements will be reviewed on a case by case basis. The COVID-19 Sick Leave Policy will apply to days of work missed while awaiting COVID-19 test results.

Per the CARES Act, all health insurance providers are required to cover COVID-19 tests at 100% without cost share, though some plans may have limitations on the number of tests that may be obtained free of charge. If an employee does not have County health insurance, they should verify coverage and network providers with their health insurance prior to obtaining a test.

# UPSHUR COUNTY COMMISSION

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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

June 24, 2021

Honorable Judge Jacob E. Reger  
Upshur County Courthouse  
40 W. Main St.  
Buckhannon, WV 26201

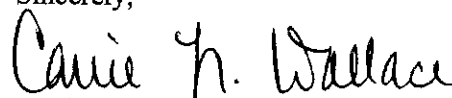
Re: Magistrate Court Bailiff Services FYE 21 Invoice

Honorable Judge Reger:

The enclosed invoice and cover letter from Sheriff Miller were received by the Commission Office on June 23, 2021. As evidenced in the enclosed spreadsheet, the Magistrate Court Fund has been depleted to compensate Upshur County for Magistrate Court office space rental fees. Therefore, the Commission respectfully requests permission to process payment for the invoice in the amount of four-thousand, two-hundred and seventy dollars (\$4,270.00) from the Worthless Check Fund.

If you require additional information or would like to discuss the request further, please feel free to contact me. Thank you in advance for your consideration.

Sincerely,

  
Carrie L. Wallace  
County Administrator

Enclosures: As noted above

Magistrate Court office space square footage

Admin. Rules for the Magistrate Courts - Expenditures from magistrate court fund

# Upshur County Sheriff's Office 25

## Virgil D. Miller, Sheriff

Heather D. Sparks  
Chief Deputy  
Tax Division

38 West Main Street, Room 103  
Buckhannon, WV 26201

J. Michael Coffman  
Chief Deputy  
Law Enforcement

Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182  
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

June 23, 2021

Upshur County Commission  
Upshur County Administrative Annex  
91 W. Main St., Suite 101  
Buckhannon, WV 26201

Dear Commissioners:

Pursuant to Rule 3 of the West Virginia Judiciary Administrative Rules for the Magistrate Courts, please forward the attached invoice for Magistrate Court Bailiff Services for fiscal year ending (FYE) June 30, 2021 to the West Virginia Supreme Court of Appeals. Bailiff services were provided to the Magistrate Court on one hundred and twenty-two days (122) in FYE 2021.

If you have any questions, feel free to contact the Upshur County Sheriff's Office.

Sincerely,



Virgil D. Miller  
Upshur County Sheriff

Enclosures: Invoice 0003

# Upshur County Sheriff's Office 26

## Virgil D. Miller, Sheriff

Heather D. Sparks  
Chief Deputy  
Tax Division

38 West Main Street, Room 103  
Buckhannon, WV 26201  
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182  
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

J. Michael Coffinan  
Chief Deputy  
Law Enforcement



### INVOICE FOR MAGISTRATE COURT BAILIFF SERVICES

Invoice Date: 6/23/21 Invoice Number: 0003

Responsible Party: Supreme Court of Appeals of West Virginia in care of  
Sue Troy, Director of Financial Management  
Office of Court Administration  
Supreme Court of Appeals of West Virginia  
1900 Kanawha Blvd. E.  
Building 1, Room E-100  
Charleston, WV 25305

Invoice Amount Payable: Four Thousand Two Hundred and Seventy Dollars (\$4,270.00)

Invoice for provision of Magistrate Court Bailiff Services for the Fiscal Year Ending June 30, 2021.

Payable to: Upshur County Commission

Please Mail Payment to: Upshur County Administrative Annex

91 W. Main St., Suite 101, Buckhannon, WV 26201




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west virginia department of environmental protection

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Executive Office  
601 57<sup>th</sup> Street, S.E.  
Charleston, West Virginia 25301  
Phone: (304) 926-0440

Harold D. Ward, Cabinet Secretary  
dep.wv.gov

June 23, 2021

Paula Stone  
1562 Brushy Fork Road  
Buckhannon, WV 26201

**Re: Appointment to Upshur County Solid Waste Authority**

Dear Ms. Stone:

I am pleased to inform you that, pursuant to W. Va. Code §22C-4-3(b), you are hereby appointed to the Board of Directors of the Upshur County Solid Waste Authority, beginning July 1, 2021. You are being appointed to the unexpired term previously held by Paul Richter which, unless sooner rescinded, your appointment will expire on June 30, 2025.

All appointees to county and regional solid waste authorities should be aware of the West Virginia Code's conflict of interest provision, which states:

*No member who has any financial interest in the collection, transportation, processing, recycling or the disposal of refuse, garbage, solid waste, or hazardous waste shall vote or act on any matter which directly affects the member's personal interests.*

I congratulate you on your appointment, and I appreciate your personal dedication in proving willing to serve your community. Your commitment to public service will enable West Virginia to continue to move forward in a responsible manner to preserve the environment and to protect human health and safety.

Sincerely,

*Harold D. Ward*

Harold D. Ward  
Cabinet Secretary

cc: The Honorable Jim Justice, Governor  
Mark Holstine, Executive Director, West Virginia Solid Waste Management Board  
Charlotte R. Lane, Chairman, West Virginia Public Service Commission  
Brian Farkas, Executive Director, West Virginia Conservation Agency  
Upshur County Commission  
Upshur County Solid Waste Authority



# State of West Virginia

## Coronavirus Relief Fund Grant Application

June 29, 2021

Upshur County Commission  
91 W. Main St., Suite 101  
Buckhannon, West Virginia 26201

RE: Coronavirus Relief Fund  
Invoice #: CVRF-2020/12-9819

Dear Carrie L. Wallace:

This purpose of this letter is to notify local governments that received funding from the Governor's allocation for local governments of the required information (please see list outlined following this cover letter). The Federal Government has awarded millions of dollars of funding to each state. The Governor's Office has managed the funding and must abide by the terms and conditions attached to the funding. The Governor's Office is passing through these funds to the sub-awardee.

Required Information

### **Assistance Listing and Name**

CARES Act (Coronavirus Relief Fund) (P.L. No. 116-136), Assistance Listing Number 21.019, Listing Title of Coronavirus Relief Fund, Applicable Dates between March 27, 2020 and December 30, 2020. An extension of the CARES Act funding was signed on December 27, 2020 under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) (P.L. 116-260) to add an additional year to help spend these funds for a closing date of December 31, 2021.

### **Funding Periods and Award Information**

These funds were received by the Governor's Office from the United States Department of Treasury under two Federal Award numbers (FAIN). The first was \$625,000,000 under Award SLT 0026 awarded on April 15, 2020 and the second \$625,000,000 under Award SLT 0072, awarded on April 20, 2020. In total, the Governor's Office received \$1,250,000,000 in federal aid for our state in response to the COVID-19 pandemic. These funds were not Research and Development oriented.

If you received funding before June 30, 2020 during Fiscal Year 2020, this serves as your notice of the information of your award that is required by us, the Governor's Office of the State of West Virginia, under 2 CFR § 200.332. If you received funding after July 1, 2020 during Fiscal Year 2021, this is your notice for the current year.

### **Audit requirements**

If you have expended more than \$750,000 in Fiscal Year 2020 and/or Fiscal Year 2021, you must complete a single audit by 2 CFR §200 Guidelines. All advance payments of Federal Awards must be kept in interest bearing accounts as required by 2 CFR § 200.305 (8) unless the NEU meets the 4 exclusions listed therein. Any requirements imposed by the Governor's Office on the subrecipient are so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal Award.

**Monitoring requirements**

The Governor's Office and any Federal Agency will be allowed to view these files as need to compile all necessary information.

Sincerely,

A handwritten signature in blue ink that reads "Ann Vincent Urling". The signature is written in a cursive, flowing style.

Ann Urling

Deputy Chief of Staff, West Virginia Governor's Office

## Required Information

### **§ 200.332 Requirements for pass-through entities.**

All pass-through entities must:

**(a)** Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**(1)** Federal award identification. The Coronavirus Relief Funding (CRF) was provided by the Department of Treasury for an appropriate response to the Coronavirus pandemic of 2020.

**(i)** Subrecipient name (which must match the name associated with its unique entity identifier); Upshur County Commission

**(ii)** Subrecipient's unique entity identifier; Upshur County Commission DUNS Number as set up by the city and registered under sam.gov.

**(iii)** Federal Award Identification Number (FAIN); The Executive Office State of West Virginia received 2 awards for the CARES Act funding. The FAIN's are SLT0026 and SLT0072.

**(iv)** Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency; The Executive Office State of West Virginia received 2 awards, SLT0026 on April 15, 2020 and SLT0072 April 20, 2020.

**(v)** Subaward Period of Performance Start and End Date; March 1<sup>st</sup>, 2020 - December 31<sup>st</sup>, 2020 with the extension signed to now end December 31<sup>st</sup>, 2021.

**(vi)** Subaward Budget Period Start and End Date; March 1<sup>st</sup>, 2020 - December 31<sup>st</sup>, 2021.

**(vii)** Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient; \$ 21,663.17

**(viii)** Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation; \$ 21,663.17

**(ix)** Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; \$ 948,261.79

**(x)** Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") established the \$150 billion Coronavirus Relief Fund ("the Fund"). Payments must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020, to December 30, 2020. Payments must be used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. Governments otherwise have broad discretion to utilize payments for expenditures ranging from COVID-19 testing to reimbursing small businesses for the costs of business interruption caused by required closures.

**(xi)** Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; This award was given to the Executive Office State of West Virginia from the United States Department of Treasury. The Contact person would be the Deputy Chief of Staff, Mrs. Ann Urling, phone: 304-558-2000; e-mail: ann.v.urling@wv.gov.

**(xii)** Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement; Assistance Listing # 21.019 Coronavirus Relief Fund with both Awards SLT0026 and SLT0072 awarded to the state of \$625,000,000 for a total of \$1,250,000,000.

**(xiii)** Identification of whether the award is R&D; This is non-applicable for these funds.

and

**(xiv)** Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414. The Indirect Cost rate is not applicable for this funding.

**STATE OF WEST VIRGINIA**  
**EXECUTIVE DEPARTMENT**  
**At Charleston**  
**EXECUTIVE ORDER NO. 20-21**  
**By the Governor**

**WHEREAS**, a State of Emergency was declared on March 16, 2020 for all counties in West Virginia, to allow agencies to coordinate and create necessary measures to prepare for and respond to the outbreak of respiratory disease caused by a novel coronavirus now known as COVID-19; and

**WHEREAS**, Chapter 15, Article 5, Section 6 of the Code of West Virginia authorizes the Governor to, among other things, control ingress and egress to and from a disaster area or an area where large-scale threat exists, the movement of persons within the area, and the occupancy of premises therein, and to perform and exercise other functions, powers, and duties that are necessary to promote and secure the safety and protection of the civilian population; and

**WHEREAS**, Executive Order 77-20, as amended by Executive Order 12-21 and Executive Order 16-20 (together, the "Face Covering Order"), mandates the use of face coverings for all individuals age 9 and over who are not fully vaccinated within the State of West Virginia when in confined, indoor spaces where other individuals may be present, regardless of one's perceived ability to social distance from other individuals, with certain exceptions; and

**WHEREAS**, West Virginia's public health experts have advised that, because of the State's successful campaign to vaccinate her most vulnerable population and the expanded availability of vaccinations for adults and children as young as 12 years of age, the Face Covering Order is no longer necessary; and

**WHEREAS**, those individuals who have not yet been vaccinated are strongly encouraged to seek out one of the State of West Virginia's many vaccination sites to receive their free and safe vaccine and enter the State's vaccination sweepstakes, "Do it for Babydog: *Save a life. Change your life.*"; and

**NOW, THEREFORE, I, JIM JUSTICE**, pursuant to the authority vested in me pursuant to the provision of Chapter 15, Article 5, Section 6 of the Code of West Virginia, hereby **DECLARE** and **ORDER**, effective as of 12:01 AM, Eastern Daylight Time, on West Virginia Day, the Twentieth day of June, Two Thousand Twenty-One, that the Face Covering Order is hereby terminated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

**DONE** at the Capitol in the City of Charleston, State of West Virginia, this Eighteenth day of June, in the year of our Lord, Two Thousand Twenty-One in the One Hundred Fifty-Eighth year of the State.



*Jim Justice*  
**GOVERNOR**

**By the Governor**

*Mrs. Warner*  
**SECRETARY OF STATE**



## West Virginia Department of ARTS, CULTURE & HISTORY

The Culture Center  
1900 Kanawha Blvd., E.  
Charleston, WV 25305-0300

## NEWS RELEASE

Contact: Andrea Nelson  
Public Information Specialist  
E-mail: [Andrea.E.Nelson@wv.gov](mailto:Andrea.E.Nelson@wv.gov)

Phone 304.558.0220 • [www.wvculture.gov](http://www.wvculture.gov)  
Fax 304.558.2779 • TDD 304.558.2779

EEO/AA EOE

## For Immediate Release:

June 28, 2021

### West Virginia Department of Arts, Culture and History to Host Webinar on American Rescue Plan Funding

CHARLESTON, W.Va. – The West Virginia Department of Arts, Culture and History and the West Virginia Commission on the Arts invites artists and arts organizations from around the state to join Governor Jim Justice, First Lady Cathy Justice, Senator Joe Manchin III, Senator Shelley Moore Capito, Curator Randall Reid-Smith and the National Endowment for the Arts (NEA) in a Zoom webinar detailing the guidelines and arts-funding programs made possible by the American Recovery Plan (ARP).

The webinar will be held on Wednesday, July 7th at 10 a.m. To join the webinar, use the following link: [bit.ly/NEAandARPwebinar](https://bit.ly/NEAandARPwebinar).

The NEA has released guidelines and application materials for two programs to distribute ARP funds. These programs are open to nonprofit arts and culture organizations and local arts agencies, regardless of whether they have received NEA funding in the past. This is a change from previous emergency funding requirements at the NEA and significantly expands access to federal funds for the arts and culture sector. The NEA encourages applications from first-time applicants, and will offer workshops, question-and-answer sessions, and other resources for those new to federal funding. First-time and returning applicants may find resources such as guidelines and application materials at [www.arts.gov](http://www.arts.gov).

For more information about the ARP funding webinar, contact Lance Schrader, director of arts at (304) 558-0240 or [Lance.E.Schrader@wv.gov](mailto:Lance.E.Schrader@wv.gov).

-30-

BOOK 578 PAGE 610

THIS DEED, made this the 14 day of June, 2021, by and between PATRICIA LINGER, HAROLD ROWAN, RAY UNRUE, DAVID LINGER, JERRY HOOVER, HUELIN LINGER, and ROBERT HOOVER, as Trustees of the Hampton United Methodist Church, parties of the first part, and hereinafter "GRANTORS," and the COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA, party of the second part, and hereinafter "GRANTEE."

WHEREAS, the Grantee previously conveyed the hereinafter described land and real estate to the Trustees of the Hampton United Methodist Church (Deed Book 425, page 568) for purposes of continuing the usage of said land and real estate as a community building, being a certain lot, tract or parcel of land and real estate, together with the buildings located thereon, known as the Old Hampton School property, situate in Buckhannon District, Upshur County, West Virginia, and being the same land and real estate that was conveyed to the Grantee by the Board of Education of Upshur County, West Virginia, by deed dated September 21, 1979, and of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia, in Deed Book 283 at page 106, more particularly bounded and described as follows:

Beginning at a 6" dogwood, a corner of Loren Farrar (DB 336/305); thence with a line of said Farrar and with a line of Linda S. Grandinette (DB 410/602); N. 65-48-00 W. 176.19 feet to a set 1/2 inch rebar on the southeastern edge of County Route 22/1; thence N. 65-48-00 W. 18.13 feet to a point in the centerline of said Route 22/1, a corner of St. Clair (WB F/301; DB 201/319; DB 86/151); thence with the centerline of said Route 22/1 for 4 lines, being with lines of St. Clair, N. 58-22-00 E. 105.26 feet to a point in said centerline; thence N. 57-14-00 E. 60.34 feet to a point in said centerline; thence N. 52-43-00 E. 51.79 feet to a point in said centerline; thence N. 53-36-00 E. 51.71 feet to a point in said centerline, from which a found 48 inch white oak, a corner of said St. Clair bears S. 11-19-00 W. 580.75 feet; thence leaving said centerline and running S. 11-19-00 W. 20.93 feet to a set 1/2 inch rebar on the southwestern edge of said Route 22/1, a point in the line of Edward D. Tenney (DB 406/806); thence with a line of said Tenney, S. 11-19-00 W. 213.20 feet to the beginning, containing 0.492 of an acre, more or less.

WHEREAS, the above-described land and real estate has ceased to be used as a community building to benefit the citizens residing in the Hampton, Upshur County, West Virginia, area, and the said land and real estate shall now revert back to the County Commission of Upshur County, West Virginia by operation of the prior deed as aforesaid.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, GRANTORS do hereby release and QUITCLAIM unto to the said GRANTEE, all of their right, title, interest and claim to the above-described real estate, all of that certain lot or parcel of land, including the buildings, improvements, and appurtenances thereunto belonging.

Being the same real estate conveyed unto S. J. Strader, Perry Smith, Jr., and R. C. Shackelford, as members of the Board of Education of Buckhannon District, by J. W. Strader and Martha J. Strader, his wife, by deed dated August 3, 1895 and of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia, in Deed Book 21 at page 336, reference to which deed is hereby made for all pertinent and proper purposes and for the source of the title.

This Deed and conveyance is made subject to all valid exceptions, reservations, restrictions, conditions, easements, rights-of-way, or other servitudes, if any, made, retained or created in prior deeds of record in the chain of title to the property herein conveyed.

#### DECLARATION OF CONSIDERATION

The undersigned hereby declares that this deed is not subject to the Excise Tax on Privilege of Transferring Real Property as it is a transfer to a governmental entity without monetary consideration.

WITNESS the following signature:

Patricia Linger  
PATRICIA LINGER

STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, to-wit:

I, Lisa J Reeder, a Notary Public in and for the aforesaid County and State, do hereby certify that PATRICIA LINGER, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 15th day of June, 2021.

My commission expires:

Oct 4, 2025



WITNESS the following signature:

Lisa J Reeder  
NOTARY PUBLIC

Harold Rowan  
HAROLD ROWAN

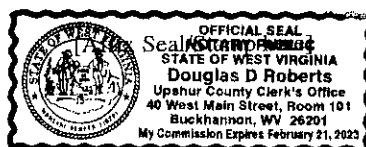
STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, TO-WIT:

I, Douglas D. Roberts, a Notary Public in and for the aforesaid County and State, do hereby certify that HAROLD ROWAN, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 14th day of June, 2021.

My commission expires:

February 21, 2023



Douglas D. Roberts  
NOTARY PUBLIC

BOOK 578 PAGE 612

WITNESS the following signatures:

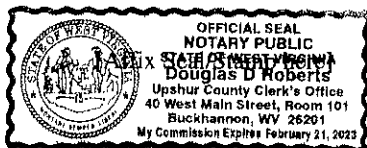
  
 RAY UNRUE

STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, to-wit:

I, Douglas D. Roberts, a Notary Public in and for the aforesaid County and State, do hereby certify that RAY UNRUE, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 14<sup>th</sup> day of June, 2021.

My commission expires:

February 21, 2023
  
 NOTARY PUBLIC

WITNESS the following signatures:

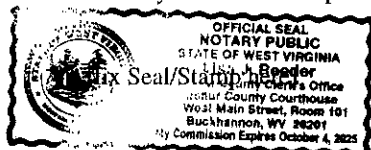
  
 DAVID LINGER

STATE OF WEST VIRGINIA:

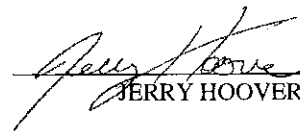
COUNTY OF UPSHUR, to-wit:

I, Lisa J. Reeder, a Notary Public in and for the aforesaid County and State, do hereby certify that DAVID LINGER, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 14<sup>th</sup> day of June, 2021.

My commission expires:

Oct 4, 2025
  
 NOTARY PUBLIC

WITNESS the following signatures:

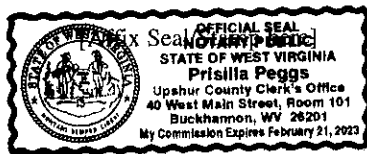
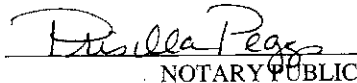
  
 JERRY HOOVER

STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, to-wit:

I, Prisilla Peggs, a Notary Public in and for the aforesaid County and State, do hereby certify that JERRY HOOVER, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 23<sup>rd</sup> day of June, 2021.

My commission expires:

February 21, 2023
  
 NOTARY PUBLIC

BOOK 578 PAGE 613

WITNESS the following signatures:

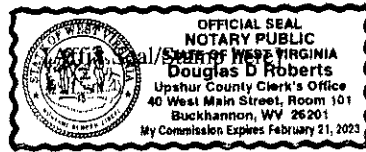
Huelin L. Linger  
HUELIN LINGER

STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, to-wit:

I, Douglas D. Roberts, a Notary Public in and for the aforesaid County and State, do hereby certify that HUELIN LINGER, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 14<sup>th</sup> day of June, 2021.

My commission expires:

February 21, 2023

Douglas D. Roberts  
NOTARY PUBLIC

WITNESS the following signatures:

Robert Hoover

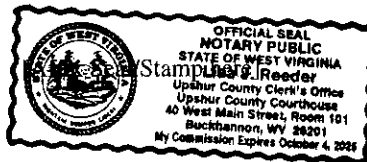
ROBERT HOOVER

STATE OF WEST VIRGINIA:

COUNTY OF UPSHUR, to-wit:

I, Lisa J Reeder, a Notary Public in and for the aforesaid County and State, do hereby certify that ROBERT HOOVER, who signed the foregoing Deed as a Trustee of the Hampton United Methodist Church, has this day, before me, acknowledged the same in my said County and State, given under my hand this 16<sup>th</sup> day of June, 2021.

My commission expires:

Oct 4, 2025

Lisa J Reeder  
NOTARY PUBLIC

This instrument was prepared by Bryan S. Hinkle, Esq., Prosecuting Attorney in and for Upshur County, West Virginia, 38 W. Main St., Room 202, Buckhannon, WV 26201.

Upshur County  
Carol J Smith, Clerk  
Instrument 20210005350  
06/25/2021 @ 01:58:33 PM  
DEED NO FEE  
Book 578 @ Page 610  
Pages Recorded 4



# Upshur County Sheriff's Financial Statement

For Period Ending : May 2021

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 2,645,045.26	\$ 223,068.74	\$ (631,796.41)	\$ 2,236,317.59
FUND - 002 COAL SEVERANCE TAX FUND	\$ 8,693.61	\$ 0.08	\$ -	\$ 8,693.69
FUND - 003 DOG AND KENNEL FUND	\$ 48,520.40	\$ 8,988.00	\$ (3,028.79)	\$ 54,479.61
FUND - 004 GENERAL SCHOOL FUND	\$ 16,919.25	\$ 4,822.00	\$ -	\$ 21,741.25
FUND - 005 MAGISTRATE COURT FUND	\$ 8,207.19	\$ 1,555.00	\$ -	\$ 9,762.19
FUND - 006 WORTHLESS CHECK FUND	\$ 128,848.32	\$ 278.29	\$ -	\$ 129,126.61
FUND - 007 E-911 FUND	\$ 936,076.48	\$ 277,856.63	\$ (5,380.85)	\$ 1,208,552.26
FUND - 008 HOME CONFINEMENT FUND	\$ 24,737.70	\$ 5,338.01	\$ (1,773.64)	\$ 28,302.07
FUND - 013 CURRY PARK FUND	\$ 8,993.20	\$ 14,196.83	\$ (546.02)	\$ 22,644.01
FUND - 015 CURRY LIBRARY FUND	\$ 2,563.52	\$ 14,220.37	\$ (3,107.54)	\$ 13,676.35
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 2,975.05	\$ 1,160.04	\$ -	\$ 4,135.09
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 51,580.98	\$ 2,145.65	\$ (3,246.06)	\$ 50,480.57
FUND - 039 COAL REALLOCATION FUND	\$ 19,128.94	\$ 0.33	\$ -	\$ 19,129.27
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 631,058.47	\$ 16.06	\$ (3,245.65)	\$ 627,828.88
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 229,196.83	\$ 4,190.03	\$ (4,431.98)	\$ 228,954.88
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 860,796.55	\$ -	\$ -	\$ 860,796.55
FUND - 059 CONCEALED WEAPONS FUND	\$ 24,329.30	\$ 475.86	\$ (360.00)	\$ 24,445.16
FUND - 063 VOTER'S REGISTRATION FUND	\$ 773.92	\$ 0.01	\$ -	\$ 773.93
FUND - 071 JURY FUND	\$ 15,040.00	\$ -	\$ -	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,486.41	\$ 0.02	\$ -	\$ 2,486.43
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 33,769.42	\$ -	\$ -	\$ 33,769.42
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,147.05	\$ 550.00	\$ (450.00)	\$ 43,247.05
FUND - 080 COMM. CORR. FUND	\$ 672,084.04	\$ 84,293.86	\$ (47,808.21)	\$ 708,569.69
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ 220,823.70	\$ (220,823.70)	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 33,048.50	\$ (33,048.50)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 62.60	\$ (62.60)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 162.00	\$ (162.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 1,110.00	\$ (975.00)	\$ 135.00
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 490.00	\$ (490.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 973.86	\$ (973.86)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 124,067.15	\$ 2,828.31	\$ (6,164.79)	\$ 120,730.67
FUND - 365 DELQ & NONENT LAND	\$ 200.00	\$ -	\$ -	\$ 200.00
FUND - 366 BOARD OF HEALTH FUND	\$ 421,704.80	\$ 35,226.86	\$ (41,565.53)	\$ 415,366.13
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 631.50	\$ 577.50	\$ (631.50)	\$ 577.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 103,149.85	\$ (103,149.85)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 52,266.01	\$ (52,266.01)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 9,932.52	\$ (9,932.52)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 1,191.85	\$ (1,191.85)	\$ -
FUND - 206 COVID 19 FUND	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
<b>FINAL TOTALS</b>	<b>\$ 6,977,445.36</b>	<b>\$ 1,104,999.37</b>	<b>\$ (1,176,612.86)</b>	<b>\$ 6,905,831.87</b>
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 7,326,030.10	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (868,375.86)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 446,427.63			
NET BANK BALANCE	\$ 6,904,081.87			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 6,905,831.87			

I, Virgil D. Miller, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

*Virgil D. Miller*  
 Virgil D. Miller  
 Sheriff & Treasurer, Upshur County 6/18/2021



# Upshur County Sheriff's Financial Statement

For Period Ending: May 2021

## Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
<b>FIRST COMMUNITY BANK</b>					
	GENERAL COUNTY -MMA	\$ 2,070,238.42	\$ -	\$ 117,670.52	\$ 2,187,908.94
	COAL SEVERANCE-MMA	\$ 8,693.69	\$ -	\$ -	\$ 8,693.69
	E-911 -MMA	\$ 1,206,052.26	\$ -	\$ -	\$ 1,206,052.26
	CURRY PARK-MMA	\$ 20,144.01	\$ -	\$ -	\$ 20,144.01
	CURRY LIBRARY-MMA	\$ 11,176.35	\$ -	\$ -	\$ 11,176.35
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 223,103.54	\$ -	\$ 3,351.34	\$ 226,454.88
	CONCEALED WEAPONS	\$ 24,269.49	\$ -	\$ 175.67	\$ 24,445.16
	GENERAL TAX ACCOUNT-MMA	\$ 194,073.76	\$ (249,694.52)	\$ 55,620.76	\$ -
	BOARD OF HEALTH-MMA	\$ 165,143.55	\$ -	\$ 6,811.72	\$ 171,955.27
	UPSHUR CO. FIRE FEE-IBCK	\$ 4,398.11	\$ (263.02)	\$ -	\$ 4,135.09
	UP CO COAL REALLOCAT-IBCK	\$ 19,129.27	\$ -	\$ -	\$ 19,129.27
	EMPLOYEE BENEFITS-IBCK	\$ 627,828.88	\$ -	\$ -	\$ 627,828.88
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.43	\$ -	\$ -	\$ 2,486.43
	COMMUNITY CORR. FUND-IBCK	\$ 753,301.40	\$ (44,731.71)	\$ -	\$ 708,569.69
	PARKS/REC CLEARING ACCT	\$ 140.00	\$ (140.00)	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 120.00	\$ (120.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 19,771.37	\$ (484.99)	\$ 713.62	\$ 20,000.00
	TAX CLEARING ACCOUNT	\$ 48,934.78	\$ (58,615.51)	\$ 9,680.73	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 23,994.16	\$ (3,994.16)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 237,779.50	\$ (211,120.85)	\$ -	\$ 26,658.65
	COAL SEVERANCE-CKNG	\$ -	\$ -	\$ -	\$ -
	DOG & KENNEL-CKNG	\$ 56,582.34	\$ (2,102.73)	\$ -	\$ 54,479.61
	GEN. CO. MISC-CKNG	\$ 31,503.44	\$ -	\$ -	\$ 31,503.44
	WORTHLESS CHECK FUND-CKNG	\$ 129,126.61	\$ -	\$ -	\$ 129,126.61
	E-911 -CKNG	\$ 7,095.29	\$ (4,595.29)	\$ -	\$ 2,500.00
	HOME DETENTION-IBCK	\$ 28,302.07	\$ -	\$ -	\$ 28,302.07
	CURRY PARK-CKNG	\$ 3,000.84	\$ (500.84)	\$ -	\$ 2,500.00
	CURRY LIBRARY-CKNG	\$ 3,641.96	\$ (1,141.96)	\$ -	\$ 2,500.00
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 6,931.98	\$ (4,431.98)	\$ -	\$ 2,500.00
	VOTER'S REGISTRATION-IBCK	\$ 773.93	\$ -	\$ -	\$ 773.93
	JURY-CKNG	\$ 15,581.98	\$ (541.98)	\$ -	\$ 15,040.00
	SPAY.& NEUTER. DEP. FUND	\$ 43,797.05	\$ (550.00)	\$ -	\$ 43,247.05
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 17,099.13	\$ (18,279.00)	\$ 1,179.87	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (1,199.60)	\$ 1,199.60	\$ 135.00
	STATE POLICE FUND-CKNG	\$ 397.90	\$ (490.00)	\$ 97.10	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 841.78	\$ (250,536.30)	\$ 249,694.52	\$ -
	TAX LEIN FUND-CKNG	\$ 130,493.12	\$ (9,762.45)	\$ -	\$ 120,730.67
	DELQ & NON-ENTERED LAND	\$ 200.00	\$ -	\$ -	\$ 200.00
	BOARD OF HEALTH-CKNG	\$ 25,050.21	\$ (5,050.21)	\$ -	\$ 20,000.00
	WVDSRF-CKNG	\$ 345.32	\$ -	\$ 232.18	\$ 577.50
	COVID 19 -CKNG	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
	<b>BANK TOTAL</b>	<b>\$ 6,177,543.94</b>	<b>\$ (868,347.10)</b>	<b>\$ 446,427.63</b>	<b>\$ 5,755,624.47</b>
<b>COMMUNITY BANK</b>					
	UP.CO.FIN.STBL.FUND-SV	\$ 860,796.55	\$ -	\$ -	\$ 860,796.55
	EE HEALTH CARE REIMB FUND	\$ 50,509.33	\$ (28.76)	\$ -	\$ 50,480.57
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 33,769.42	\$ -	\$ -	\$ 33,769.42
	<b>BANK TOTAL</b>	<b>\$ 945,075.30</b>	<b>\$ (28.76)</b>	<b>\$ -</b>	<b>\$ 945,046.54</b>
<b>FREEDOM BANK</b>					
	BOARD OF HEALTH-CD 1	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	BOARD OF HEALTH-CD 2	\$ 101,705.43	\$ -	\$ -	\$ 101,705.43
	<b>BANK TOTAL</b>	<b>\$ 203,410.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 203,410.86</b>
<b>SUMMARY:</b>					
	<b>TOTAL ALL BANKS</b>	<b>\$ 7,326,030.10</b>	<b>\$ (868,375.86)</b>	<b>\$ 446,427.63</b>	<b>\$ 6,904,081.87</b>
	<b>PETTY CASH / CASH DRAWERS</b>				<b>\$ 1,750.00</b>
	<b>CASH SPECIAL INVESTIGATION FUND</b>				<b>\$ -</b>
	<b>GRAND TOTAL</b>				<b>\$ 6,905,831.87</b>

**Notice of Meeting**  
**Buckhannon-Upshur Parks and Recreation Advisory Board**

\*\*\*\*\*

Date: June 28, 2021

Time: 5:30 PM

Location: BU Recreational Park

**Agenda**

1. Introduction of new member & Pool Director
2. New officers Vote
3. Provide trail update
4. Set date to organize Kiosk painting
5. Approve Trails Gift Purchase
6. Student info for Amphitheater area
7. Tour of pool area
8. Public Comment

Adjournment

Next Meeting: 5:30 PM, July 12, 2021

**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Thursday, July 1, 2021**

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Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/>  
Please send public comments to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) via email or drop them in the mail,  
or drop box behind City Hall.

**A. Call to Order**

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

**B. Recognized Guests**

- B.1 David L. Howell, CPA Audit Exit Conference FY 2019/2020
- B.2 Colonial Theatre Board Members
- B.3 Susan Alois-President of the City of Buckhannon Planning Commission
- B.4 Dennis Cortes-Upshur County Parks & Recreation Board

**C. Department & Board Reports**

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Fire Chief- JB Kimble
- C.4 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 City PR: Fireworks Display to be held on July 2, 2021 in conjunction with Festival Fridays Event
- D.2 Notice of Advertisement & Request for SOQ –On Call Engineering Services
- D.3 Notice of Police Civil Service Commission Accepting Applications for Position of Full Time Entry Level Police Officer
- D.4 WVPSC Water Rate Ordinance Filing & Tariff Form No. 12 Public Notice of Change in Water Rates
- D.5 Binding Commitment Letter from WV Infrastructure & Jobs Development Council RE: FEMA Generator Project
- D.6 Letter to UCC RE: Joint Collaboration Request for the Rehabilitation of the Existing Tennerton Water Storage Tank
- D.7 Draft Unapproved Special Planning Commission Minutes 06/15/2021 RE: Possible Uses for the Madison St Property
- D.8 Findings Report from the Planning Commission Minutes 06/15/2021 RE: Possible Uses for the Madison St Property

**E. Consent Agenda**

- E.1 Approval of Minutes -Regular Meeting 06/17/2021
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

**F. Strategic Issues for Discussion and/or Vote**

- F.1 Recommendation from the Colonial Theatre Board to Amend Ordinance #450-Renaming the Facility to "Colonial Arts Center (CAC)"
- F.2 Approval of the Colonial Theatre Board Programming Policy & Adoption of Mission Statement
- F.3 Approval to Submit NEA Grant Application for the WAMSB Event deadline 07/20/2021
- F.4 Approval City of Buckhannon Appointments FY 2021/2022
- F.5 Event Request Create Buckhannon-Shakespeare in the Park- July 10, 2021 at 7PM in Jawbone Park
- F.6 Reschedule City Council Meeting date of August 5, 2021 to August 3, 2021 due to participation in the WVML Conference
- F.7 Approval Resolution 2021-07 Budget Revision #1 Coal Tax FY 2021/22
- F.8 Approval Resolution 2021-08 Budget Revision #1 General Fund FY 2021/22

**G. Comments and Announcements**

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

**H. Mayor's Comments and Announcements**

**I. Adjournment**

Posted 06/28/2021

Next Regular Scheduled City Council Meeting Thursday, July 15, 2021

**Meeting Minutes:** May 10, 2021

**Members in Attendance:** Josh Hinchman, Julia Kastner, Dennis Cortes, J.J. Ford, Samuel Walker, and Rachel Weber

**Non-Members in Attendance:** Kristie Tenney (phone-in)

**Absent Members:** Mary Hull

The meeting was called to order by Josh Hinchman at 5:35 p.m. Minutes from the March 8, 2021 meeting were approved and signed by members.

Rachel Weber reported that the Fairy-Gnome Trail decorating contest was completed, but a few spots are still available for decorating.

Josh Hinchman reported that the disc golf course has been mapped out. The course was walked by Josh Hinchman, John Weber, Rachel Weber, and Julia Kastner. Stakes have been placed in the ground marking locations for disc golf structures. Rick Reynolds to approve locations on the Board of Education property and Miss Utility will need to be contacted to approve of the locations. The disc golf equipment is currently on back-order.

Julia Kastner provided an update on the Upshur County Trails, stating that improvements are currently being made on Standing Feather and PBR trails. There is a new section of trail in the planning stages, but has some engineering challenges due to a swamp and the group is working on some optional layouts for this trail segment.

Volunteer hours are being tracked for work on the Upshur County Trails and there is going to be a possible public volunteer trail work day in June.

Dennis Cortes brought up a concern about 2-way traffic on the trail, but this is currently not an issue.

The planned bike drop area has an issue in which the field drain is clogged. Will need to discuss with county maintenance a plan to dig out this drain or find another possible area for this feature.

Two gallons of stain have been purchased out of the Upshur County Parks and Recreation funds to stain the six kiosks. There will be an email chain to organize a day to stain the kiosks.

The financial report was reviewed. Upshur County Parks and Recreation has \$715.15, and Upshur County Trails has \$3,157.00. A motion was made by J.J. Ford and seconded by Julia Kastner to approve the financial report.

Upshur County Parks and Recreation concession stand fundraiser during the July basketball

games held at the park was discussed. More information on specific dates and times of these games is needed.

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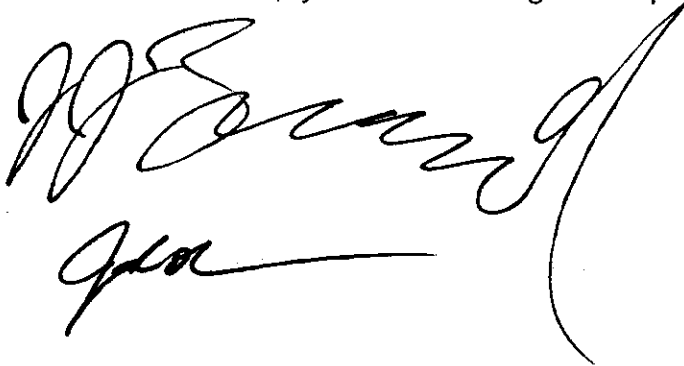
A Little Free Library will be added to the pavilion area at the park. The group decided to place it by the bench in front of the pavilion. Rachel Weber will paint the kiosk and then county maintenance will install the library.

During the public comment section of the meeting, Dennis Cortes reported that he received approval from the Upshur County School Board. Josh Hinchman stated that the County Commission is still looking into this issue and Tabatha Perry will need to check with the Department of Highways.

Kristie Tenney mentioned inviting Hannah to the next meeting to do a walk around at the pool.

Josh Hinchman set the next meeting for June 21, 2021.

J.J. Ford motioned to adjourn the meeting at 5:59 p.m. and was seconded by Julie Kastner.

The image shows two handwritten signatures. The top signature is in dark ink and appears to be 'J.J. Ford'. The bottom signature is also in dark ink and appears to be 'Julie Kastner'. Both signatures are written in a cursive, flowing style.

## STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, TO WIT:

A regularly scheduled meeting of the Buckhannon-Upshur Airport Authority was held by means of Online Zoom and teleconferencing on Monday, May 10, 2021 at 4:00 pm. The following were in attendance:

President	Tom O'Neill	Present
Vice-President	Virgil LaRosa	Present
Treasurer	Phillip Loftis	Present
Secretary	Brian Huffman	Present
Board Member	Sam Nolte	Present
Board Member	Randy Sanders	Present
BUAA Office Manager	Jennifer Powers	Present
Airport Operations Manager	Jamie Wilt	Present
BUAA Consultant	Jeff Bubar	Absent
Chapman Technical Group		Absent

Guest(s)	Nick Upton
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### Call to Order;

President O'Neill noted a quorum, called the meeting to order at 4:00 pm, and welcomed members & guest(s) to the meeting.

### Guest and Public Comment Period:

- Nick Upton was present and discussed the leak in his hangar. It is an issue especially during severe rainstorms. The authority discussed options as to having someone determine the reason for the leaking & making repairs. The leak is an ongoing issue even after some previous repairs. Mr. Upton also discussed possible future business.

### Officer/Committee/Consultant Report:

#### President's Report – Tom O'Neill

- President O'Neill discussed the need for additional authority members and ask the members to consider potential candidates & report any recommendations.

#### Treasurer's Financial Report:

Treasurer Phil Loftis provided the Treasurer's Report for the period April 12, 2021 to May 10, 2021 which is attached and considered a part of these minutes. The report requested action on one items by the authority.

- Approval to pay McClanahan Services, Inc., Invoice # 49177 in the amount of \$1,008.20 for repairs on the AVGAS pump on the fuel system.

**Motion: [Nolte/LaRosa] Move to approve the McClanahan Services Invoice. Motion Carried.**

Phil noted the following items:

Phil noted a concern as to current cash flow & that he had prepared & sent to Amby at City Hall a request for the City of Buckhannon's \$20,000 funding for FY 2021. He is anticipating the funding to be provided in a couple of weeks.

Phil also noted that he had a conversation with Mr. Skinner about the \$3,805.82 (a \$100 increase from the previous year) annual premium for FY 2021-2022 for Officials, Employees and Practices Public Liability Insurance.

Phil discussed his meeting with Raven Rock and noted that the authority had pre-paid for the equipment. They discussed plans for phone locations and misc. items such as future coverage.

Phil noted that the current based aircraft list includes eleven (11) aircraft at the airport.

Treasurer Loftis reported on the payroll expenses for April, the non-payroll cash disbursements, the outstanding accounts payable, outstanding accounts receivable, cash account balances, outstanding debt, grants, leases, fuel purchases/sales/inventory, aircraft operations and insurance coverage.

#### Secretary's Report:

- Secretary Huffman reported that he had talked called Shane Whitehair with Region 7 and that Shane was not aware of any present funding sources for the construction of hangars at the airport.
- Brian noted that he & Phil had looked at the fence damage at the t-hangars and that they felt given the fence condition and height of the fence system, it would be better to contract the work out. Brian noted that he had contacted Haste Fence Co. to see if he could provide a quote to make the necessary repairs. He is currently waiting on the quote. Virgil noted a concern as to the drainage near the fence and that it should be evaluated.
- Brian also discussed his conversation with Brian Mills with I'm Out LLC in regards to replacing the current lock & key system to a keypad system & the cost associated with the same. The authority discussed the issue & felt that it was their responsibility for the security of hangar B 2.

**Motion: [O'Neill/Nolte] Motion to fund up to \$500 to replace the security system on the four pedestrian doors of hangar B 2 with keypads. Motion carried.**

#### Engineering Report:

- Nothing to report.

#### Operation Report:

- Jamie discussed the current fuel prices with the authority & the authority felt that the current prices were adequate at present. Jamie/Phil noted that Jet A fuel sales for April were down and that AVGAS sales were up based on April FY 2020 fuel sales.
- The fence repair as well as the door security of Hangar B 2 was discussed in the Secretary's report.
- Jamie noted that he would get in touch with TKS & see if he could get them to look at the roof on Mr. Upton's hangar & get a quote for the repairs.

#### Consent Agenda:

- Approval of minutes.
- Approval of Treasurer's Report
- Authorization for payment of the bills

**Motion: [Loftis/Nolte] Move to approve the consent agenda. Motion Carried.**

#### Old Business:

Jenny noted that three of our current tenants had not responded to the authority's letter requesting their concurrence to extend their current lease rate for one year due to COVID. They were Mr.

Moore, Mr. Batten & Mr. Long with Felix Air.

**New Business:**

- Phil noted that a previous tenant had inquired about hangar availability. The hangar waiting list was discussed.
- The authority discussed the possibility of funding misc. airport projects with the current COVID & potential stimulus funds. Several projects were discussed. Sam noted that some guidance was released as to the use of the COVID funding and that there could be a possibility of utilizing some of the city & county funds for a future project pending approval & eligibility.
- President O'Neill discussed the possibility of appointing a committee to evaluate possible eligible projects.

**Board Member Comments and Announcements:**

Nothing to report.

With no additional business to complete the authority adjourned at 5:11 PM.

Brian Huffman, Secretary \_\_\_\_\_

**Upshur County Fire Board Meeting  
May 18, 2021**

Members Present: Joe Gower, Kristie Tenney, Clifton Shaw, and Derek Long

Members Absent: Rick Harlow Larry Alkire, and Tom O'Neill.

Others Present: Art Wilson, Sidney Huffman, guests, and Toni Newman-Fire Fee Clerk

The meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from April 20, 2021, were approved on motion by Derek Long and second by Clifton Shaw.

The Fire Fee Clerk reported the 2020 fees are at 86 percent collected.

The checking account balance as of 04/30/2021 was \$68,364.89. The disbursement from the Chief Tax Deputy was \$2,875.05 for April.

The following invoices were reviewed and approved upon motion by Clifton Shaw and second by Derek Long:

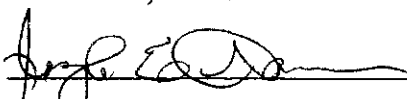
- \*Software Systems---monthly maintenance---Invoice # 34941---\$228.00.
- \*Upshur County Commission---Reimbursement Payroll---Office Supplies---\$639.93
- \* Upshur County Commission---Reimbursement---Calibration Services---\$788.00
- \*WVCoRP---Insurance Premium---\$1,453.00

There was nothing to report from the meeting with county and city regarding funding of three paid fireman as discussions are still ongoing.

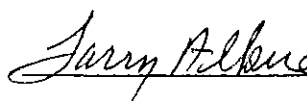
After discussion and on motion by Derek Long and second by Clifton Shaw, the Board approved a final disbursement of 2020 funds of \$5,000.00 to each VFD.

There were 30 corrective tickets this month approved on motion by Derek Long and second by Kristie Tenney. There were eight exoneration tickets approved by the Board.

There being no further business, the meeting adjourned at 7:10 p.m. The next meeting of the Board will be June 15, 2021.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member

# James W. Curry Library/Park Advisory Board Meeting MINUTES

May 26<sup>th</sup>, 2021 at 10:00 am

At James W. Curry Public Library

The May 26<sup>th</sup>, 2021 meeting of the Advisory Board was called to order at 10:03 am by Erv Lake, President.

## Roll Call

Present: Erv Lake, Tink Simmons, Tricia Tolliver, Shanna Collins  
Remote: Lori Ulderich Harvey  
Absent: Sara Collins, Carrie Wallace  
Guests: Nate Kennedy  
Staff: Jonathan Freeman, Judith Williams

Public Comment Period: None

The May 26<sup>th</sup>, 2021 meeting minutes were reviewed. A motion was made by Tink and seconded by Tricia that the minutes be approved. Motion carried.

## Staff Reports

Park: Things have finally started picking up. There were 11 campers for Memorial Day, 11 so far, for Blue Grass Festival. Everything is holding together, so far.

Library: The library is getting busy like the Park; handling reservations and prepping for our Tales and Tails Summer Reading Program. Upcoming events: Glowstick Party, Blue Grass Festival, Rock 'n Roll Festival (August). We have purchased a snow cone machine for fund raising purposes and library use. Jonathan is revamping the old popcorn machine cart for use with it.

Timber: Nothing new to report with regard to Curry holdings. Trees are still growing, prices are still up but not reflective of timber prices. Discussion insured about harvesting the Black Walnut trees at the Curry House. There are multiple issues with this such as what to do with the limbs and tops, aesthetics, and the feasibility of having someone with a portable sawmill to do the cutting. Nate agreed to look at the trees today and report on options at the June meeting.

## Review/Report

### Old Business:

FY22 budget – previously tabled to May 26<sup>th</sup>, 2021 meeting; tabled again to June 23<sup>rd</sup> meeting.

Review of COVID-19 Operating Procedures – tabled to June 23<sup>rd</sup> meeting.

James W. Curry Library/Park  
Advisory Board Meeting  
MINUTES

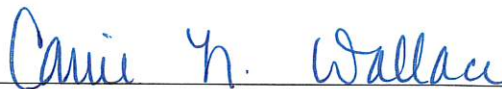
New Business:

James W. Curry Scholarship Awards:  
Autumn Cutright (daughter of Connie Cutright from UCPL)  
Laikelyn Leggett

A motion was made by Tink and seconded by Lori for adjournment. There being no further business, the meeting adjourned at 10:32 am.



Ervin Lake



Carrie Wallace



Lewis Simmons



Patricia Tolliver

Lori Ulderich Harvey

Sara Collins



Shanna Collins