

## Upshur County Commission Meeting Agenda

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

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

Date of Meeting: January 5, 2023

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

- December 22, 2022

9:30 a.m. Tony Edwards, Warning Coordination Meteorologist with the National Weather Service, Charleston, WV -Announcing the StormReady status designation of Upshur County.  
*Per the National Weather Service:  
The StormReady program helps arm local communities with the communication and safety skills needed to save lives and property--before, during and after the severe weather event. StormReady helps community leaders and emergency managers strengthen local safety programs and StormReady communities, counties, universities, military bases, Indian Nations, commercial enterprises and other groups are better prepared to save lives from the onslaught of severe weather through advanced planning, education and awareness. No community is storm proof, but StormReady can help communities save lives.*

### Items for Discussion / Action / Approval:

1. Election of Commission President for the 2023 Calendar Year \*
2. Oath of Office for the Commission President \*
3. Establish date and time for regular Commission Meetings \*
4. Approval of Local Rules for Commission Meetings \* Page 5
5. Approval of registration sign-in sheet in accordance with WV Code §6-9A-3 \*
6. Discuss agenda format and material \*
7. Establish Hours of Operation for the Upshur County Courthouse, Annex and Administrative Annex \*
8. Approval of 2023 Holiday Schedule and Administrative Closures \* Page 6
9. Affidavit of Commission President, Sheriff and County Clerk Establishing Facsimile Signature \*
10. Consider Commissioner Board Appointments \*: Page 7
  - Court Security Advisory Board

- Lewis-Upshur Community Corrections Board
- Upshur County Farmland Protection Board
- Lewis-Upshur Local Emergency Planning Committee
- Region VI Work Force Investment Board
- Region VII Planning & Development Council
- Upshur County 4H Foundation
- Upshur County Development Authority
- Upshur County Enhanced Emergency Telephone Board
- Upshur County Extension Service Committee
- Upshur County Fire Board Incorporated
- Upshur County Senior Center Board
- Upshur County Family Resource Network
- Upshur County Youth Council, Incorporated (SYC)
- Corridor H Authority
- Mountain CAP of West Virginia, Incorporated
- Buckhannon-Upshur Airport Authority
- Emergency Food and Shelter Program

11. Approval of Upshur County Commission's mission statement for purposes of meeting grant requirements set by the WV Division of Justice and Community Services. \* [Page 8](#)
12. Adoption of a Resolution Authorizing the Execution of a Unanimous Written Consent In lieu of Annual Meeting of the Shareholders for the Upshur County Development Association. \* [Pages 9-12](#)
13. Consideration and signature of an agreement by and between the Upshur County Commission (owner) and Superior Environmental Services (contractor) on the Basis of a Stipulated Price for the Upshur County Community Corrections & Day Report Center Roof Replacement Project. \* [Pages 13-15](#)
14. Consider authorizing Tabatha R. Perry, County Administrator, to sign the 23-MCGP-06 Grant Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$15,000 to be used to support the position of the Prevention Resource Officer assigned to Buckhannon-Upshur High School. \* \* [Pages 16-31](#)
15. Consider participating in the WV Division of Highways Non-State-Owned Bridge Program funded through the Infrastructure Investment and Jobs Act. Upon approval, sign resolution authorizing the Commission to participate in the program and enter into a contractual agreement with the WV Department of Transportation Division of Highways. \* [Page 32](#)
16. Approval of an electronic application submission for the Notice of Funding Opportunity from the Volunteer Generation Fund through Volunteer West Virginia, the State's Commission for National and Community Service on behalf of the Upshur County Department of Homeland Security and Emergency Management. If awarded, the funds will be utilized to revitalize the Community Emergency Response Team (CERT) Program. \*
17. Consider appointment of Cheryl Lewis to the Upshur County Convention & Visitor's Bureau Board of Directors as a tourism industry representative. The term is effective immediately. \* [Page 33](#)
18. Consideration and Approval of Office of Emergency Volunteer Mark Best \* [Under Separate Cover](#)

19. Approval of Lewis-Upshur Animal Control Facility Volunteers, Amy Snyder and Stacie Williams \*

[Under Separate Cover](#)

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

**For Your Information:**

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

1. Correspondence from Ora L. Ash, Deputy State Auditor for Local Government Services, announcing the upcoming Budget Preparation Workshops for County Government. Page 34

2. Correspondence from John McGarrity Senior Planner with West Virginia Economic Development regarding the on-site inspection required by the National Park Service on Land and Water Conservation Fund-assisted projects recently conducted at the Upshur County Recreation Park. Page 35

3. Update regarding recent property acquisition.

4. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- |                                       |                  |         |
|---------------------------------------|------------------|---------|
| • Elkins Road Public Service District | January 3, 2023  | Page 36 |
| • City Council of Buckhannon          | January 5, 2023  | Page 37 |
| • Upshur County Fire Board, Inc.      | January 12, 2023 | Page 38 |

Meeting Minutes:

c) Meetings: \*CHANGES ARE NOTED IN BOLD TYPE

Elkins Road PSD	Tue	1/3/2023	5:00 PM
Adrian PSD	Thu	1/5/2023	3:00 PM
Banks District Volunteer Fire Department	Thu	1/5/2023	7:00 PM
City Council of Buckhannon	Thu	1/5/2023	7:00 PM
Selbyville VFD	Thu	1/5/2023	7:00 PM
Washington District VFD	Sun	1/8/2023	6:00 PM
Upshur County Family Resource Network	Mon	1/9/2023	12:00 PM
Buckhannon-Upshur Airport Authority	Mon	1/9/2023	4:00 PM
Upshur County Solid Waste Authority	Mon	1/9/2023	4:30 PM
Buckhannon-Upshur Recreational Park Advisory Board	Mon	1/9/2023	5:30 PM
Upshur County Senior Center Board	Tue	1/10/2023	12:00 PM
Hodgesville PSD	Tue	1/10/2023	4:00 PM
Warren District VFD	Tue	1/10/2023	7:00 PM
Adrian VFD	Tue	1/10/2023	7:30 PM
Buckhannon-Upshur Chamber of Commerce	Wed	1/11/2023	12:00 PM
Upshur County Convention and Visitors Bureau	Wed	1/11/2023	3:00 PM
Tennerton PSD	Wed	1/11/2023	3:00 PM

Buckhannon River Watershed Association	Wed	1/11/2023	6:00 PM
Ellamore VFD	Wed	1/11/2023	7:00 PM
Upshur County Development Authority-Full Board	Thu	1/12/2023	7:00 AM
Upshur County Safe Sites & Structures Enforcement Board	Thu	1/12/2023	3:00 PM
Upshur-Buckhannon Board of Health	Thu	1/12/2023	6:00 PM
Upshur County Fire Board, Inc. @Buckhannon VFD	Thu	1/12/2023	6:30 PM
Buckhannon VFD	Thu	1/12/2023	7:30 PM
<b>Lewis Upshur LEPC-Buckhannon Safety Complex</b>	Wed	1/18/2023	12:00 PM
Upshur County Public Library Board	Wed	1/18/2023	4:00 PM
Upshur County Farmland Protection Board 3rd Thursday	Thu	1/19/2023	6:00 PM
Upshur County Youth Camp Board	Thu	1/19/2023	6:30 PM
Wes-Mon-Ty Resource Conservation & Development Council	Fri	1/20/2023	10:00 AM
<b>Lewis-Upshur Community Corrections Board-Upshur County Location</b>	<b>Mon</b>	<b>1/23/2023</b>	<b>6:00 PM</b>
UC Enhanced Emergency Telephone Advisory Board	Tue	1/24/2023	3:00 PM
Upshur County Fire Fighters Association	Wed	1/25/2023	7:00 PM

5. Appointments Needed or Upcoming:

- Upshur County Convention & Visitor's Bureau-unexpired term (Tourism 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. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

Next Regular Meeting of the Upshur County Commission  
January 12, 2023 --- 9:00 a.m.  
Upshur County Courthouse Annex

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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

## Local Rules

The Upshur County Commission will meet weekly on Thursdays, beginning at 9:00 am. Meetings will be held in the Commission Meeting Room, Room 301, on the third floor of the Courthouse Annex.

Agenda items and/or meeting presentations/appointments must be received no later than three business days prior to the meeting date by 12:00 pm.

Agendas will be sent to the public via email two business days before the meeting, as per WV State Code §6-9A-3. Agendas will be emailed to those who request an electronic version of the agenda. In order to be added to the email list, please contact the office of the Upshur County Commission at the number listed above. Printed copies of the agenda will be posted on the Courthouse Annex bulletin board in the Chancery Street Alley and on the Administrative Annex bulletin board at the address listed above.

Presentations/Appointments will be scheduled in 15-minute increments, beginning at 9:00 am. If there are multiple speakers present, the Commission reserves the right to limit times of speakers on both sides of an issue. Additional comments will be accepted in written form for review.

Those who are not listed on the official agenda and wish to address the Commission must register within 15 minutes prior to the meeting; however, the Commission will simply hear your comment. The Commission will not make a decision relative to the matter unless the item appears on the official agenda.

The Commission shall abide by the Open Meeting Laws set forth in WV State Code §6-9A-I.

Robert's Rules of Order are utilized as a guide only. The Commission controls the meeting, management, discussion and input.

**2023 Calendar Year Legal Holidays**

January 16, 2023	Monday	Martin Luther King Day
February 20, 2023	Monday	President's Day
May 29, 2023	Monday	Memorial Day
June 20, 2023	Tuesday	West Virginia Day
July 4, 2023	Tuesday	Independence Day
September 4, 2023	Monday	Labor Day
October 9, 2023	Monday	Columbus Day
November 10, 2023	Friday	Veterans' Day Observance
November 23, 2023	Thursday	Thanksgiving Day
November 24, 2023	Friday	Lincoln's Day
December 25, 2023	Monday	Christmas Day
January 1, 2024	Monday	New Year's Day

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The Upshur County Courthouse's hours of operation are Monday-Friday 8:00 a.m. to 4:00 p.m. with the following exceptions:

May 19, 2023	Friday	8:00 a.m. to 12:00 p.m.
December 15, 2023	Friday	8:00 a.m. to 12:00 p.m.

**\*In addition, the Courthouse and Annex buildings will be closed on other holidays as declared by the Governor resulting in closed courts, as permitted by subsection (c), section one, article two, chapter two of the Code of West Virginia. \***

## 2022 Commission Board Appointments

### Commissioner Tenney:

Upshur County Fire Board, Incorporated (monthly)  
Upshur County Farmland Protection Board (monthly)  
Upshur County Family Resource Network (monthly)  
Mountain CAP of West Virginia, Inc (bi-monthly)  
Upshur County Enhanced Emergency Telephone Advisory Board (monthly)  
\*Buckhannon Upshur Parks & Rec – (monthly)  
Upshur County Development Authority (monthly)

### Commissioner Bush:

Region VI Workforce Investment Board – LEO (quarterly)  
Region VII Planning & Development Council (quarterly)  
Upshur County Senior Center Board (monthly)  
Upshur County Extension Service Committee (annually)  
Lewis Upshur Community Corrections Board (monthly)  
Court Security Advisory Board (monthly)  
Emergency Food and Shelter Program – Parish House (annually)

### Commissioner Nolte:

Upshur County Youth Council, Incorporated (SYC) (monthly)  
Lewis-Upshur Local Emergency Planning Committee (monthly, alternates Lewis/Upshur)  
Upshur County 4H Foundation (up to 3x's per year)  
Buckhannon Upshur Airport Authority (monthly)  
Corridor H Authority Board (as needed, teleconference is available)

### Tabatha Perry:

Chamber of Commerce (monthly)  
James W. Curry Advisory Board (monthly March – October) - Secretary  
Court Security Advisory Board (monthly) – Secretary  
Chamber of Commerce Board of Directors (quarterly)  
Convention & Visitors Bureau (monthly)

### Cindy Hughes:

\*Safe Sites & Structures (monthly) – Secretary

\*Attends, not a member of the Board

APPROVED

SEP 29 2022

UPSHUR COUNTY COMMISSIONER  
*[Signature]*

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

Telephone: (304) 472-0535  
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TDD Numbers  
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**MISSION STATEMENT**

The mission of the Upshur County Commission is to provide superior public service and support which enables all county residents the opportunity to improve their quality of life, and enjoy the benefits of a safe, sustainable and progressive community in North Central West Virginia.

Dated: January 5, 2023

Samuel R. Nolte  
Commissioner

Douglas K. Bush  
Commissioner

Kristie G. Tenney  
Commissioner



**RESOLUTION OF THE COUNTY COMMISSION OF UPSHUR COUNTY**

**WHEREAS**, The County Commission of Upshur County (the “County Commission”) and Upshur County Development Authority (the “Authority”) are the sole shareholders (together, the “Shareholders”) of Upshur County Development Association, Inc., a joint development entity incorporated in accordance with Chapter 7, Article 12, Section 9b of the Code of West Virginia, 1931, as amended (the “Corporation”);

**WHEREAS**, the Bylaws of the Corporation provide for an annual meeting of the Shareholders and permit any action required or permitted to be taken at an annual or special meeting of the Shareholders to be taken without a meeting if, prior or after the action, a consent or consents thereto are signed by all of the shareholders who would be entitled to vote at a meeting for such purpose; and

**WHEREAS**, the County Commission desires to approve the Unanimous Consent of Shareholders in Lieu of Annual Meeting (the “Unanimous Consent”) in substantially the form attached hereto as **Exhibit A** and incorporated herein by reference.

**NOW THEREFORE, AND IN CONSIDERATION OF THE FOREGOING, THE COUNTY COMMISSION RESOLVES AS FOLLOWS:**

1. The County Commission hereby approves and adopts the Unanimous Consent in substantially the form attached hereto.
2. The County Commission hereby authorizes its President to execute the Unanimous Consent on behalf of the County Commission.
3. The County Commission hereby ratifies and confirms the acts of any officer or employee of the County Commission in furtherance of the actions set forth in the Unanimous Consent.
4. This Resolution shall take effect upon its adoption.

Adopted this \_\_\_th day of January, 2023.

By: \_\_\_\_\_  
President

**Exhibit A**

**Form of Unanimous Consent**

(attached hereto)

**UPSHUR COUNTY DEVELOPMENT ASSOCIATION, INC.**

**UNANIMOUS CONSENT OF SHAREHOLDERS IN LIEU OF ANNUAL MEETING**

The undersigned, being the sole Shareholders of Upshur County Development Association, Inc., a joint development entity incorporated in accordance with Chapter 7, Article 12, Section 9b of the Code of West Virginia, 1931, as amended (the "Corporation"), hereby consent to and approve the following actions by the Shareholders, without a meeting, in order to accomplish the 2023 Annual Meeting of the Shareholders of the Corporation:

**Election of Directors**

**WHEREAS**, Jennifer Tanner-Bostian, Tabatha Perry and Terry Cutright are the directors of the Corporation as consented to and approved by the Shareholders;

**WHEREAS**, on December 30, 2022, Jennifer Tanner-Bostian resigned from the Board of Directors of the Corporation (the "Board");

**WHEREAS**, Terry Cutright has passed away; and

**WHEREAS**, the Shareholders desire to elect the directors of the Corporation in accordance with the Bylaws of the Corporation.

**RESOLVED**, that the following persons be, and they hereby are, elected as members of the Board to serve for a term which shall expire at the next succeeding annual meeting of the Shareholders, upon the selection and qualification of any director's successor, or upon any director's earlier death, resignation, or removal:

**Name**

Robbie Skinner  
Tabatha Perry

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**Counterparts**

**RESOLVED**, that this Unanimous Consent of Shareholders in Lieu of Annual Meeting may be executed in two counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument, each and/or all of which shall be filed in the minute book of the Corporation in place of any minutes of the annual meeting.

[Remainder of Page Intentionally Left Blank]

Dated the \_\_\_\_\_ day of January, 2023.

THE COUNTY COMMISSION OF UPSHUR  
COUNTY, WEST VIRGINIA

By: \_\_\_\_\_  
Its: President

UPSHUR COUNTY DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Its: Executive Director

**Agreement Between Owner and Contractor**  
**On the Basis of a Stipulated Price**

Date 12-23-22

**THIS AGREEMENT** is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Superior Environmental Services ("CONTRACTOR") for the 26<sup>th</sup> Judicial Circuit Community Corrections Facility – Roof Replacement. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Section 1 – Work**

Contractor shall complete all work as specified or indicated in written or oral form, which will include at least the following items:

1. Shingles will be inspected and tested for the presence of asbestos by a WV licensed asbestos inspector.
2. Removal and disposal of all transition and flashing metal, existing shingles, drip edges, gutters and downspouts.
3. The removal, disposal and replacement of any water damaged sheathing on the roof.
4. Remove and dispose of any old vent boots on the roof.
5. Install underlayment on entire roof that is made of polypropylene material with limited lifetime warranty.
6. Install laminated architectural roof shingles with 130 mph wind resistance with limited lifetime warranty; color chosen by owner. Using a 6-nail application process, install starter shingles in eaves and rakes, also containing algae resistance and limited lifetime warranty.
7. Install new drip edge on entire roof; color chosen by owner.
8. Install new vent boots on the roof.

Contractor shall verify and be responsible for all field dimensions and conditions and shall notify Owner of any discrepancies before proceeding with the project.

Contractor shall be responsible for paying all state and local B&O taxes.

Permits must be obtained by Contractor prior to construction.

**Section 2 – Time Period for Project Completion**

Contractor shall coordinate work schedule with the Owner so as not to interfere or disturb ongoing building use and function. The project must be completed by April 30, 2023. Liquidated damages in the sum of one hundred fifty dollars (\$150) will be charged for each consecutive calendar day thereafter unless a written extension approval is provided. Written request for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.

**Section 3 – Required Documentation from Contractor**

Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County

- Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Any Additional Documentation as Required by the Owner

**Section 4 – Sub-Contractor Restriction**

Contractor shall not employ any sub-contractor to complete any work for any portion of this project without expressed written approval from the Owner. The use of a subcontracted WV licensed asbestos contractor is exempt from this provision and does not require prior approval.

**Section 5 – Bid Price for Project**

Bidder will complete work in accordance with the bidding documents for the following bid price:

\$ 14,750.00

**Section 6 – Change Orders**

A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

**Section 7 – Payment Procedures**

The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Owner. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly. Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Owner will review the payment allocation and may mandate changes that they believe are necessary. Owner shall have thirty (30) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is MASTERCARD credit card.

**Section 8 – Contractor's Representations**

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the agreement for this project. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the site and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor shall be responsible for providing, erecting, bracing, shoring or in every way protecting their work in compliance with State and Local Codes, and all U.S. Occupational Safety and Health Administration (OSHA) Regulations. Contractor shall be responsible for the adequacy in performance of all temporary work, use utmost care to protect work in progress and upon removal protect all surrounding existing work.

- 5) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

**Section 9 – Miscellaneous**

**Successors and Assigns:**

Owner and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

**Severability:**

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

**Debris and waste removal:**

Contractor will (1) remove debris, junk and trash from site (2) leave site in clean condition, ready for subsequent work and (3) clean up spillage and wind-blown debris from public and private lands.

This Agreement will be effective on the 23 day of December, 2022.

**OWNER:**

County Commission of Upshur County

**CONTRACTOR:**

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

By: [Signature]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: owner

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**Address for Giving Notices:**

**Address for Giving Notices:**

Office of the Upshur County Commission  
91 W. Main St, Suite 101  
Buckhannon, WV 26201

Telephone: 304 / 472.0535

Telephone:

Facsimile: 304 / 473.2802

Facsimile:

Cheyenne Troxell / Rodney Rolenson (304) 472-9548



*Jim Justice*  
*Governor of West Virginia*

December 22, 2022

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

Dear Commissioner Tenney:

I am pleased to inform you that I have approved a Medical Cannabis Grant Program grant award to the Upshur County Commission in the amount of \$15,000. These funds will be used to place a Prevention Resource Officer (PRO) in Buckhannon-Upshur High School to enhance safety and reduce juvenile delinquency through teaching, mentoring, and child advocacy.

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

Sincerely,

A handwritten signature in blue ink that reads "Jim Justice".

Jim Justice  
Governor

JJ/mah

Cc: Matthew Sisk, Project Director  
Cindy Hughes, Fiscal Officer



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

**23-MCGP-06**

This **AGREEMENT**, entered into this **22<sup>nd</sup> Day of December 2022** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

**WHEREAS** JCS is the recipient of Medical Cannabis Program Grant Funds from the State of West Virginia; and

**WHEREAS** the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to place a Prevention Resource Officer (PRO) in Buckhannon-Upshur High School to enhance safety and reduce juvenile delinquency through teaching, mentoring, and child advocacy.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **December 1, 2022** and shall continue those services/activities until **November 30, 2023**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$15,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

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

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

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

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**Tabatha Perry, County Administrator**  
**Upshur County Commission**

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

**RESOLUTION**

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

Be it resolved that the **Commission** hereby authorizes **Tabatha Perry, County Administrator** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the West Virginia Medical Cannabis Grant Program.

Signed: \_\_\_\_\_  
County Clerk



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

Effective: July 23, 2019

Revision History: N/A

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

- 36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
  - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
  - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
  - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEO Plan) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

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

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

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

**Authorized Official [please print]:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



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

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

23-MCGP-06

55-6000406

4. Typed Name and Title of Authorized Representative

Tabatha R. Perry, County Administrator

5. Signature

6. Date

\_\_\_\_\_

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

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

Recipient's Name: Upshur County Commission	
Address: 91 West Main St., Suite 101, Buckhannon, WV 26201	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Matthew Sisk, UCBOE Director of Safety & Emergency	
Telephone Number: 304-472-05840x. 1019	E-Mail Address: matthew.sis@k12.wv.us

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

Please check all the following boxes that apply.

- Less than fifty employees.       Indian Tribe       Medical Institution.  
 Nonprofit Organization       Educational Institution       Receiving a single award(s) less than \$25,000.

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

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

Tabatha R. Perry, County Administrator

*Print or Type Name and Title*

*Signature*

*Date*

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

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

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

\_\_\_\_\_  
[organization],

\_\_\_\_\_  
[address].

*Print or Type Name and Title*

*Signature*

*Date*

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

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

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

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

*Print or Type Name and Title*

*Signature*

*Date*

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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

**RESOLUTION**

Whereas, the **Commission** of **Upshur County** met on January 5, 2023 with a quorum present and passed the following resolution.

Whereas, the Upshur County Commission owns the Youth Camp Girder Bridge No. 49-N00/99-0.02; and,

Whereas, the Youth Camp Girder Bridge requires maintenance per recommendations made at the conclusion of inspections required by the National Bridge Inspection Standards; and,

Whereas, the **Commission** desires to participate in the Non-State-Owned Bridge Program funded through the Infrastructure Investment and Jobs Act.

Be it resolved that the **Commission** hereby authorizes \_\_\_\_\_, **President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the West Virginia Department of Transportation Division of Highways, to participate in the aforementioned program.

Signed: \_\_\_\_\_

**Carol J. Smith, County Clerk**



Cheryl Lewis

Dear Kristie,

I am interested in being considered for the vacant tourism representative seat on the Convention and Visitors Board. As a rental property owner within the county, my knowledge and input may be beneficial. Thank you for the consideration.

Sincerely,



Cheryl Lewis



State of West Virginia  
John B. McCuskey  
State Auditor

Office of the State Auditor  
Local Government Services  
200 West Main Street  
Clarksburg, West Virginia 26301

Toll Free: (877) 982-9148  
Telephone: (304) 627-2415  
Fax: (304) 340-5090  
[www.wvsao.gov](http://www.wvsao.gov)

January 3, 2023

To: All County Officials

Once again, we will be conducting training workshops for county officials. Over the last several years, we have provided detailed training to county officials on the budgeting process. This year we will be providing in person training. We will monitor the situation and do our best to timely inform all those registered if the need arises to transition to virtual training. This allows us to provide the training, while not endangering anyone's health.

**I would encourage all county officials to attend one of these workshops.** I feel these workshops can be a valuable tool to all county officials, and we have therefore waived any registration costs. This is a great opportunity for you to meet with other county officials and some of our staff.

We have included in this mailing a registration form that can be copied and used for each person planning to attend one of these trainings. In order to properly plan these trainings, we ask that you register as soon as possible.

If you should have any questions concerning these workshops, please call us at 304-627-2415.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ora L. Ash".

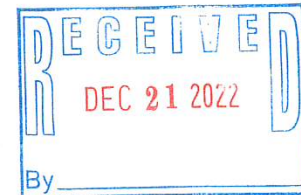
Ora L. Ash  
Deputy State Auditor  
Local Government Services



1900 Kanawha Boulevard East  
Building 3, Suite 600  
Charleston, West Virginia, 25305  
(800) 982-3386 • (304) 558-2234  
[westvirginia.gov](http://westvirginia.gov)

December 12, 2022

Kristie G. Tenny, President  
Upshur County Commission  
91 West Main Street  
Buckhannon, West Virginia 26201



Dear Commissioner Tenny:

As part of our regularly scheduled, on-site inspections required by the National Park Service (NPS) on Land and Water Conservation Fund-assisted (LWCF) projects, the county's LWCF-assisted facilities at the Upshur County Park were recently inspected.

These facilities were in good condition by NPS standards and continue to reflect the county's maintenance efforts to provide worthwhile public outdoor recreational choices. ADA improvements for the pool restrooms including lever-type entrance door handles in place of knob-styled handles, grab rails around the commodes, and lever-type spigot handles in place of the knob handles. One or more picnic tables need top extensions for end seating of persons in wheelchairs.

As you may know, the LWCF Act states that federally-assisted park areas cannot be converted to alternative uses besides public outdoor recreation, without replacement of the assisted parklands with comparable facilities at local expense. Any such conversion must not be undertaken without prior notice to our office, with approval by the NPS. To prevent a conversion-in-fact from occurring, the NPS requires notice to be given of *any* park facility changes prior to construction. Any future, planned park changes **including outsales, conversions, abandonments, or additions** to this LWCF-assisted park need to be reported to our office before such changes are acted upon.

We are pleased to make this report available to the NPS to document the county's efforts in support of the LWCF program. Please contact me or James Bush of our office at (304) 558-2234 or by email at [john.r.mcgarritty@wv.gov](mailto:john.r.mcgarritty@wv.gov) or [james.e.bush@wv.gov](mailto:james.e.bush@wv.gov) for any additional information or questions about the state's LWCF program.

Sincerely,

A handwritten signature in black ink, appearing to read "John McGarrity".

John McGarrity  
Senior Planner

## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	Regular Monthly Meeting	<b>Start Time</b>	5:00 PM
<b>Date</b>	Tuesday, January 3, 2023	<b>Place</b>	P.S.D. Office 133 Fallen Road, Buckhannon

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Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Wendell Grose	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - December 6, 2022 Regular Monthly Meeting	<b>Vote</b>
Treasurer Report/Payment of Bills for January/bal of December Invoices	<b>Vote</b>

### ITEMS FOR DISCUSSION

<b>2023 Holiday Schedule</b>	<b>Vote</b>
If available; if not just approve the holiday in January	

<b>Phase III Extension Project Update</b>	<b>Vote</b>
Building Siding and Shop Floor	
Project Underruns & Proposed Use	
Change Orders	
GIS of System	
Progress Reports & Discussion	
Invoice payment approval	
Master Meter BackFlow - Completed	

**Maintenance Report**  
 Leaks/Water Loss  
 Gormley Booster Fails

**Date & Time of February 2023 Meeting - Tuesday, February 7, 2023 @ 5:00 pm**

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

Rough Draft Prepared by Office Manager December 14, 2022  
 Prepared by Board Chair and Office Manager December 20, 2022  
 Posted and Available to the Public on December 29, 2022

**City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, January 5, 2023**

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

You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693> -  
Or by dialing in using your phone: United States: [+1 \(571\) 317-3112](tel:+15713173112) Access Code: 443-910-693

- A. Call to Order**
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
  - B.1 Tasha Carrico- Special Olympics Upshur County
- 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 Whistle Stop Grill-Letter to ABCA regarding Private Caterer License Application
  - D.2 FEMA GO-2021 Assistance to Firefighters Grant Request Denied
  - D.3 FOIA-Matt Brophrey-Request Last Twelve Month of Electric Bills for each City Owned/Operated Facility
  - D.4 State Tax Department- Property valuation budget from Assessor
  - D.5 Little General Store Inc – Zoning form to ABCA
- E. Consent Agenda**
  - E.1 Approval of Minutes -Regular Meeting 12/15/22
  - 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 Approval Ordinance No. 462 The Enforcement of the City's Public Parking Ordinances through Towing or Use of Vehicle Immobilization Devices 2<sup>nd</sup>/Final Reading
  - F.2 Resolution 2022-11, General Fund Budget Revision #3
  - F.3 WAMSB 2023 Update
  - F.4 Discussion / Possible Vote- Buckhannon Fire Department Emergency & Non-Emergency Services Offered
- G. Comments and Announcements**
  - G.1 Pamela Bucklew
  - G.2 David McCauley
  - G.3 Jack Reger
  - G.4 David Thomas
  - G.5 CJ Rylands
  - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**

Posted 12/30/2022

Revised 01/03/2023

## Notice of Meeting

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for

### **Upshur County Fire Board, Incorporated**

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

**Location:** Buckhannon Volunteer Fire Department, Buckhannon, WV  
**Date:** Thursday, January 12, 2023  
**Time:** 6:30 p.m.

### **AGENDA**

Call Meeting to Order

Approval of Minutes---November 15, 2022 and December 14, 2022

Public Questions/Comment Period

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

- Cumulative report
- Online payment review

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 12/31/2022---TBD prior to the meeting
- Disbursement from Chief Tax Deputy for December---TBD prior to the meeting

Payment of Bills/Invoices

\*Software Systems---monthly maintenance---Invoice # 36829---\$237.00

Review and Approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---Wednesday, February 8, 2023, at the Warren District Volunteer Fire Department---  
Adjournment