Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: June 22, 2017

9:00 a.m.  Moment of Silent Meditation --- Pledge of Allegiance
          Approval of Minutes:
          • June 15, 2017

Scheduled Appointments:

9:15 a.m.  Discuss property owned by Thomas Moates located in Warren Tax District – Tax Map 6C – Parcel Number 41 (last extension was approved during April 20th meeting)

Items for Discussion / Action / Approval:

1. Approval and signature of STOP Violence Against Women (VAW) Grant Program Contract Agreement, Resolution, Certifications, Supplemental Special Conditions and Revised Standard Conditions. This grant award is in the amount of $26,496.
   Page 1-9

2. Approval and signature of Valley Business Systems Service Contract renewal for a machine located at the Upshur County Youth Camp. Annual charges would be $180 and the terms of service would be effective June 1, 2017 through May 31, 2018. Coverage includes parts, labor, mileage, inspections and consumable supplies not excluded.
   Page 10

3. Correspondence from Carla R. Golden, on behalf of Camp Tommy, requesting for the rental fee of the large pavilion on July 26th, 27th and 28th to be waived. The pavilion has been reserved on these days from 9:00 a.m. to 3:00 p.m. for a “free of charge” day camp for developmentally disabled individuals that is organized and hosted entirely by volunteers. If this is not possible, Ms. Golden requests that the Commission offer the children “free swimming” from 1:00 p.m. to 3:00 p.m. on these aforementioned days.
   Page 11

4. Approval and signature of Certificate of Substantial Completion for the Upshur County Public Library Roof Project.
   Page 12

5. Approval and signature of an Order closing two unused alleys located to the West of Aurora Trail, North of the Old Weston Road in Buckhannon District of Upshur County, West Virginia in accordance with WV Code §7-1-3h.
   Page 13-14

6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.
For Your Information:
(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. FY 2010 Small Cities Block Grant -- Adrian PSD – Phase VI Water Project Final Performance Report dated June 9, 2017

2. Lewis- Upshur Animal Control Facility Adoption Financial Transactions -- May 2017

3. Newsletters and/or Event Notifications:
   - James W. Curry Public Library Calendar of Events – July 2017
   - Restoring Hope Summer Food Wagon Newsletter for July event
   - Showing of “Anonymous People” Announcement – July 11th at 7:00 p.m. at the Public Safety Complex

4. Agendas and/or Notice of Meetings:
   - Upshur County Farmland Protection Board
     - June 19, 2017
   - Upshur County Convention and Visitors Bureau
     - June 22, 2017

5. Meeting Minutes:
   - Upshur County Farmland Protection Board
     - March 16, 2017
   - Upshur County Fire Board Meeting
     - March 21, 2017
   - Elkins Road PSD
     - May 2, 2017
   - Upshur County Fire Board Cancellation Notice
     - April 18, 2017
   - Upshur County Fire Board Cancellation Notice
     - May 16, 2017

6. Meetings:
   - 07/11/17 5:30 p.m. Elkins Road PSD
   - 06/06/17 4:00 p.m. Hodgesville PSD
   - 06/01/17 7:00 p.m. Banks District VFD
   - 06/01/17 7:00 p.m. Selbyville VFD
   - 06/12/17 12:00 p.m. Upshur County Family Resource Network
   - 06/12/17 4:30 p.m. Upshur County Solid Waste Authority
   - 06/12/17 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
   - 06/12/17 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
   - 06/13/17 7:30 p.m. Adrian VFD
   - 06/29/17 6:00 p.m. Buckhannon-Upshur Board of Health
   - 06/21/17 7:00 a.m. Upshur County Development Authority – Executive Board
   - 06/14/17 12:00 p.m. Upshur County Senior Center Board --- CANCELLED
   - 06/08/17 3:00 p.m. Upshur County Conventions & Visitors Bureau – UCDA Office - CANCELLED
   - 06/22/17 8:00 a.m. Upshur County Conventions & Visitors Bureau – Annual Meeting
   - 06/14/17 6:00 p.m. Upshur County Citizens Corp – CERT
   - 06/14/17 7:30 p.m. Warren District VFD
   - 06/08/17 1:00 p.m. Adrian PSD
   - 06/14/17 3:00 p.m. Tennerton PSD
7. Appointments Needed or Upcoming:
   - Wes-Mon-Ty Resource Conservation & Development Council (2 year term) – Commission Representative
   - Upshur County Fire Board (Community Representative – 2nd District) – June 30, 2018
   - Upshur County Fire Board (Community Representative – 3rd District) – June 30, 2017

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

1. US Census Bureau local updated census address project

Next Regular Meeting of the Upshur County Commission
June 29, 2017 --- 9:00 a.m.
Upshur County Courthouse Annex
The Honorable Terry B. Cutright  
Commission President  
Upshur County Commission  
Upshur County Administration Annex  
91 West Main Street, Suite 101  
Buckhannon, West Virginia 26201

Re: STOP Violence Against Women (VAW) Grant Program  
Approved Funding – $26,496.00  
Project Number: 16-VAW-024

Dear Commissioner Cutright:

Congratulations on your recent VAWA Grant Award. Enclosed you will find:
- Contract Agreement
- Resolution
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- EEOP Certification- Two (2) forms – one completed form sent/submitted to the Office for Civil Rights and one completed form returned to the Division of Justice and Community Service
- Supplemental Special Conditions
- Revised Standard Conditions

To formalize your acceptance of this grant award, please sign the contract, certifications conditions and a resolution (if necessary) and return the originals to this office by July 14, 2017.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, extension 53337, or via email Sarah.J.Brown@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

Sarah J. Brown  
Senior Justice Program Specialist

SJB/ibm  
Enclosures

cc: Mr. David E. Godwin (all attachments)  
Grant File (all attachments)
GRANT CONTRACT AGREEMENT

BETWEEN THE

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Upshur County Commission

16-VAW-024

This AGREEMENT, entered into this 31st day of May, 2017 by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", for and on behalf of the State of West Virginia, and the Upshur County Commission hereinafter referred to as "Grantee."

WHEREAS, DJCS is the recipient of a STOP Violence Against Women Program Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds: These funds provide for the enhancement and the continuation of the Upshur County STOP Team to improve the criminal justice system's response to victims of domestic violence, sexual assault, stalking and dating violence. The core Team includes the Upshur County Prosecutor's Office, Women's Aid in Crisis, and the Buckhannon Police Department. Funded staff positions include a portion of two VAWA Dedicated Assistant Prosecutor's salary and overtime for Buckhannon Police Department.

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. DJCS 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 DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on July 1, 2017, and shall continue those services/activities until June 30, 2018. 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 $26,496.00 shall be obligated by DJCS 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.

The Grantee is responsible for proper disbursement of all approved funds to the appropriate entities as set forth in the attached approved Budget pages.

6. It is the understanding of all parties to this Agreement that DJCS 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. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to DJCS. Upon receipt of said request, DJCS 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 DJCS by the twentieth (20th) day of each month.

8. 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.

9. 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 DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DJCS 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 DJCS reasons for taking said action.

11. DJCS 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 here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.

14. The parties agree that “notice” described in this document may be by personal service, or by certified mail, return receipt requested, and evidence of such certified mail shall be postage prepaid, return receipt requested. Notice shall be given at the following addresses:

a. Division of Justice and Community Services
   1204 Kanawha Boulevard, East
   Charleston, West Virginia 25301

b. Grantee Mailing Address:
   Upshur County Commission
   Upshur County Administration Annex
   91 West Main Street, Suite 101
   Buckhannon, West Virginia 26201

15. The Grantee shall hold and save DJCS 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.

Terry B. Cutright
Commission President

W. Richard Staton, Director
Division of Justice and Community Services
RESOLUTION

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

Be it resolved that the County Commission hereby authorizes Terry B. Cutright, President of the Upshur County Commission, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the STOP Violence Against Women Grant Program.

Signed: ___________________________
   County Clerk
(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 here ☐ if there are workplaces on file that are not identified here.

Section 57, 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 here ☐ 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 67.815 and 67.820—

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, 610 Seventh Street NW., Washington, DC 20531

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

CERTIFICATION FORM
Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over $500,000, in addition, please complete Section D.

Recipient’s Name:
Address:
Is agency a: □ Direct or □ Sub recipient of OJP, OVW or COPS funding? □ Law Enforcement Agency? □ Yes □ No
DUNS Number: Vendor Number (only if direct recipient)
Name and Title of Contact Person:
Telephone Number: E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement
Please check all the following boxes that apply.
□ Less than fifty employees. □ Indian Tribe □ Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than $25,000.

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

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

Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review
If a recipient agency has fifty or more employees and is receiving a single award or subaward, of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (28 C.F.R. § 42.305):

I, [recipient], certify that [organization], 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:

[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, [recipient], certify that [organization], 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
STOP TEAMS:

The goal of STOP Violence Against Women Formula Grant Program (STOP VAWA) is to encourage governmental and non-governmental agencies to restructure and strengthen the Criminal Justice system response to be proactive in dealing with the problem of violence against women; to draw on the experience of all the players in the system; and to develop a comprehensive strategy to address this complex problem. Therefore, all STOP Team grants will have a goal and/or objective which address the core team's (whether they are funded or not) involvement and process in the STOP VAWA grant (this could be STOP Team meetings, trainings, public awareness events, etc.) They are also required to follow the STOP Team Guidelines.

PROJECT DIRECTOR:

The Project Director will to the best of their ability ensure all information is forwarded to all funded staff/agencies; this includes but is not limited to:

- Budgets
- Special standard and supplemental conditions of the grant
- Memos
- Surveys
- Changes in grant requirements
- Forms; ensure they receive all updated forms
- Training availability
- Civil Rights Compliance

GRANT PERIOD:

All sub-grantees understand that grant periods may not be extended after the June 30th 2016 date and that remaining funds not expended may be deobligated and placed in any funding category to be re-awarded. This includes State programs.

Monthly and Annual Reports

All monthly reports must be submitted by all funded agencies to DJCS by the 20th of each month. The 60-day late condition will be upheld and any agency not submitting reports will lose that month's request for reimbursement. All other reports must be submitted by the due date required by DJCS.

I hereby acknowledge that I have read, understand, and will comply with these supplementary special conditions.

SIGNATURE (Original) of Authorized Official

DATE

SIGNATURE (Original) of Project Director

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

Authorized Official: ___________________________________________ Title: ___________________________________________

Signature: ___________________________________________ Date: ___________________________________________
Service Contract

Valley Business Systems
PO Box 2942
Elkins, WV 26241
Phone: 304-636-0504
Fax: 304-635-0166

Name: Upshur County Commission (Youth Camp)
HC 78 Box 60
Selbyville, WV 26236
(Herein referred to as USER)

In consideration of payment yearly, in advance, VBS agrees to maintain the USER'S equipment listed on this agreement in good operating condition subject to the terms and conditions herein provided.

Terms and Conditions of Agreement

Service and Labor
If service or shop work is required during the agreement period, it will be furnished to the USER at no cost Monday thru Friday, 8:30 AM to 5:00 PM, excluding holidays.

Machine Condition
It is understood that the equipment is in good operating condition on the date this Agreement becomes effective. Equipment out of warranty 30 days is subject to inspection, at USER'S expense, prior to acceptance. Should repairs be found necessary, they will be accomplished at USER'S expense prior to acceptance. Supplies are available from VBS at prevailing prices.

Exceptions
This Agreement Does Not Cover:
A. Repair or adjustment resulting from use of equipment in a manner otherwise than in accordance with instructions issued by VBS.
B. Repair or adjustment resulting from use of other than manufacturers genuine parts in accordance with instructions issued by VBS.
C. Repair or adjustment caused by repairs or adjustments made by other than our authorized representatives.
D. Repair or adjustment caused by water, fire, accidents, abuse, or foreign matter in equipment.
E. Repair or adjustment resulting from input power line fluctuations or failure to comply with proper grounding requirements.
F. Repair or adjustment resulting from USER'S failure to perform required customer preventive maintenance.
G. Cost adjustments due to energy or national emergencies.
H. This contract is non-cancelable by and non-refundable to customer.

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Serial Number: 35029818</td>
<td>Base Rate: $180.00</td>
</tr>
<tr>
<td>Accessories: $/A</td>
<td>Total Annually: $180.00</td>
</tr>
<tr>
<td>Cost per Copy: $.015</td>
<td>Excess Copy Rate: $.015</td>
</tr>
<tr>
<td>Effective Date: 06-01-2017 to 05-31-2018</td>
<td>12,000 pages whichever comes first</td>
</tr>
</tbody>
</table>

Coverage Includes: Parts, labor, mileage, inspections, and consumable supplies not excluded.
Coverage Excludes: Paper, Staples & Computer/Networking Service

Company: ____________________________
Signature: ___________________________
Title: ____________________________ Date: ____________________________

Valley Business Systems
Signature: Allen Rhodes
Title: Owner Date: 06-14-2017
June 15, 2017

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

Attention: Tabitha Perry

Camp Tommy has been held during the summer in Upshur County for more than forty (40) years. This Day Camp for developmentally disabled individuals, is organized and hosted entirely by volunteers. A goal of Camp Tommy is to offer to these individuals a Day Camp “free of charge” where they can gather for crafts, games, and much needed socialization. Each camper receives a free Camp Tommy T-Shirt, as well as, a commemorative photograph.

We have scheduled the use of the large pavilion at the Upshur County Recreation Park from 9:00 a.m. to 3:00 p.m. on July 26, 27, and 28 (Wednesday, Thursday, and Friday). With limited funds this year, I am writing in hopes that the County Commission will consider waiving the rental fee of the pavilion for the above listed three (3) days in order to assist with Camp Tommy expenses. If this is not possible, I believe in the past, the Upshur County Commission has permitted these individuals to swim “free of charge” at the pool from 1:00 p.m. to 3:00 p.m. on the scheduled camp days. I would like to ask the commission to once again graciously consider extending the offer of “free swimming” to our campers along with their assigned caretaker/guardian for the aforementioned three (3) days.

These individuals look forward to attending Camp Tommy every summer. While this camp may appear small to outsiders, this is a very important event for most of our attendees. Please help us to help our Camp Tommy Campers get out and enjoy a few days of friendship, fun, and laughter. Thank you for your consideration. I will anxiously await your answer.

Thank you,

Carla R. Golden
On behalf of CAMP TOMMY
Certificate of Substantial Completion

PROJECT:
(Name and address)
Upshur County Public Library Roof Replacement
1150 Route 20 South Road
Buckhannon, WV 26201

PROJECT NUMBER: 16007/
CONTRACT FOR: General Construction
CONTRACT DATE: November 29, 2016

OWNER: ☑
ARCHITECT: ☑
CONTRACTOR: ☑
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

TO CONTRACTOR:
(Name and address)
Harris Brothers Roofing Company
1533 Hansford Street
Charleston, WV 25311

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Upshur County Public Library Roof Replacement

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
One (1) Year

WYK Associates, Inc.
ARCHITECT

Date of Commencement
June 14, 2017

DATE OF ISSUANCE
June 14, 2017

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $3,500.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Harris Brothers Roofing Company
CONTRACTOR

BY
DATE
6/16/17

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 2:00 P.M. (time) on June 14, 2017 (date).

Upshur County Commission
OWNER

BY
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)
Order of the County Commission of Upshur County, West Virginia  
Effective Date of Order: June 5, 2017

Closure of Two Unused Alleys Located to the West of Aurora Trail, North of the Old Weston Road in Buckhannon District of Upshur County, West Virginia

In accordance with the Code of West Virginia, in particular Chapter 7, Article 1, Section 3h (7-1-3h), the County Commission of Upshur County, West Virginia conducted a public hearing to consider evidence related to the request for closure of two unused alleys located to the West of Aurora Trail, North of the Old Weston Road in Buckhannon District. Terry B. Cutright, President, called the meeting to order and reviewed the following for all parties in attendance, copies of which are included for reference and are to be considered as exhibits attached to this Order:

- Application from James R. Strader and Sharon K. Strader, dated May 3, 2017, in which they request the Commission to close the alleys in question (Exhibit A)
- Copy of Tax Map 8 in which the property owned by Sharon K. Strader of Buccaneer Enterprises, Inc., designated as Parcels 13 and 14, abuts or surrounds one of the two alleys in question and Tax Map 5F in which the property owned by James R. and Sharon K. Strader, designated as Parcel 67, adjoins property owned by Corcliff Corporation which abuts or surrounds the second alley in question (Exhibit B)
- Aerial photo of the Tax Map’s referenced above (Exhibit C)
- Copy of Deeds (Book 381 Page 27 and Book 492 Page 402) which reflects the purchase of the parcels mentioned above by James R. and Sharon K. Strader (Exhibit D-E)
- Copy of the Public Notice as prepared and published by the Commission (Exhibit F)
- Copy of the Affidavit of Publication from the Record Delta Newspaper (Exhibit G)
- Copy of the certified letters and return receipts sent to addresses listed on file in the Assessor’s Office for Corcliff Corporation (Exhibit H-O)

Terry B. Cutright, President, asked Mr. Strader if he had any additional information to provide for the hearing. Mr. Strader reviewed the information above and restated his request for closure of the alleys. Mr. Cutright stated that the Commission had not received any correspondence concerning this matter and inquired from individuals in attendance for any comments on the closure of the alleys. The Commission received no objections or comments on the matter.

Upon consideration the Commission concludes and finds that the use and rights of no person will be impaired or lost by the closing of the alley in question. Therefore, the Commission determines that it is in the best interest to grant or approve such request and does hereby adjudge and order that:

- said alleys be closed as per the requirements of the controlling statute;
- the applicants, James R. and Sharon K. Strader become the owners of the property;
- the applicants forward a check in the amount of $51.18 as reimbursement to the County Commission of Upshur County for the Class I Legal Ad publication fee and certified mailings;
- the applicants enter and pay any related fees to record this Order in the Office of the Upshur County Clerk;
• the applicants take any other appropriate action for preparation and recording of any and all other necessary documents to reflect ownership of the property in question.

This Order is to become effective upon passage, which was June 5, 2017. Given under our hand and seal this ____ day of ________________, ____.

________________________________________  __________________________________________

Terry B. Curnight, President                     Troy A. Brady III, Commissioner

________________________________________

Samuel R. Nolte, Commissioner

SEAL:

ATTEST:

________________________________________

Carol J. Smith, Clerk of the Commission
June 9, 2017

The Honorable Terry B. Cutright
President
Upshur County Commission
91 W. Main Street
Buckhannon, West Virginia 26201

RE: Final Performance Report
Upshur County Commission – Adrian PSD – Phase VI Water Project
FY2010 Small Cities Block Grant—Project Number: 10SCBG0035X ($900,000)

Dear Commissioner Cutright:

This letter is to acknowledge receipt and acceptance of the Upshur County Commission's Small Cities Block Grant (SCBG) Final Performance Report (FPR) submitted by the Region VII Planning and Development Council, dated May 15, 2017. Please note that this review responds to the program elements of the SCBG grant award. The financial audit performed by the West Virginia Development Office (WVDO) for this grant has not yet occurred but will be completed soon. If there are findings which need corrective action when the financial audit is conducted, the WVDO will address them with the Upshur County Commission at that time.

COVER SHEET

A review of the report indicates there were no citizen complaints regarding this project. A review of the West Virginia Development Office (WVDO) files also indicates there were no complaints received. If any complaints about this project should be made in the future, please notify and provide a copy of the complaint with the Upshur County Commission’s response to the WVDO.

FINANCIAL

The County’s project has been completed with SCBG funds accounting $900,000.00 of the total project cost. The following is the final budget relating to the receipt of SCBG funds:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$ 75,000.00</td>
<td>$ 75,000.00</td>
</tr>
<tr>
<td>Architectural/ Engineering</td>
<td>$ 210,000.00</td>
<td>$ 210,000.00</td>
</tr>
<tr>
<td>Land/ROWs</td>
<td>$ 10,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Construction Improvements</td>
<td>$ 601,000.00</td>
<td>$ 601,000.00</td>
</tr>
<tr>
<td>Permits/Ads/Fees</td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 900,000.00</td>
<td>$ 900,000.00</td>
</tr>
</tbody>
</table>
AUDIT

Our review shows that audits were conducted for this project prior to the project’s final Request for Payment and all contained no findings. The WVDO is still to conduct an internal audit of project expenditures.

The WVDO will proceed with an interim closeout of this grant if its pending audits do not trigger additional ones. Once a final audit has been completed, please submit a copy to this office.

GRANT ACCOMPLISHMENTS AND IMPACT

The accomplishments of the Upshur County Commission – Adrian PSD Phase VI Water Improvements project consisted of the construction of more than 50,000 LF of water line installation; installation of 41 gate valves and 12 blow-off valves; installation of 18 fire hydrant assemblies and nine post-flushing hydrants; construction of two pressure reducing stations and 50 GPM booster station; and construction of one 80,000 gallon water storage tank with fencing, telemetry and an access road.

Funds were administered with sound financial management, labor compliance, and accurate record keeping. Professional engineering designed and supervised the construction of all aspects of the project.

PROGRAM BENEFIT

The program benefit was water service to approximately 120 households where residents exceeded 51 percent of Low to Moderate Income. The identified project area included various ethnic groups, none were excluded as beneficiaries.

HOUSING OPPORTUNITIES

The WVDO acknowledges the activities listed in the FPR to affirmatively further fair housing in the project area.

Please be advised that all efforts undertaken to implement Fair Housing Resolution should be documented and maintained in project files for a period of three years after project close-out.

FINAL WAGE COMPLIANCE

No Labor discrepancies were found.

CLEARANCE FINDING OF STATE MONITORING VISITS

The project was monitored on July 18, 2016. After completing a technical review of the project files, it has been determined that there are no outstanding issues that need to be resolved regarding state monitoring.

Thank you for the submission of the Final Performance Report. It is to be made available to the public in a manner deemed acceptable.
Citizen comments relevant to this report should be responded to and a copy provided to this office along with your response. If you have any questions regarding this letter, please contact me at 304-957-2043 or by email at tony.m.oleary@wv.gov.

Sincerely,

Tony O’Leary
Project Manager / West Virginia Development Office

cc: Shane Whitehair  Region VII
    Cary Smith       Region VII
    Kelly Workman    WVDO
# Adoption Financial Transactions

<table>
<thead>
<tr>
<th>Animal ID</th>
<th>Adpmt. No</th>
<th>Adoption Fee</th>
<th>Adpmt. Fee Col By</th>
<th>Diary Fee</th>
<th>County</th>
<th>Spay Dep</th>
<th>Board Dep Returned</th>
<th>Spay Dep Ret By</th>
<th>Spay Dep Ret Class</th>
<th>Returned By</th>
<th>County</th>
<th>User</th>
<th>Trans Date</th>
<th>Trans Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6094</td>
<td>8574</td>
<td>20.00</td>
<td>Check 8620</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/02/2017</td>
<td>10:51:10</td>
</tr>
<tr>
<td>6842</td>
<td>8575</td>
<td>20.00</td>
<td>Check 1356</td>
<td>JAN</td>
<td>3.00</td>
<td>Upshur</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85/03/2017</td>
<td>14:29:26</td>
</tr>
<tr>
<td>6541</td>
<td>8585</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/03/2017</td>
<td>14:31:32</td>
</tr>
<tr>
<td>6529</td>
<td>8586</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/04/2017</td>
<td>10:31:42</td>
</tr>
<tr>
<td>6806</td>
<td>8582</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/05/2017</td>
<td>10:36:25</td>
</tr>
<tr>
<td>6733</td>
<td>8382</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/05/2017</td>
<td>10:37:32</td>
</tr>
<tr>
<td>6944</td>
<td>8585</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>6.00</td>
<td>Lewis</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/05/2017</td>
<td>11:31:55</td>
</tr>
<tr>
<td>6934</td>
<td>8587</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>06/08/2017</td>
<td>19:55:23</td>
</tr>
<tr>
<td>6952</td>
<td>8586</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>06/08/2017</td>
<td>19:57:13</td>
</tr>
<tr>
<td>6951</td>
<td>8588</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>06/08/2017</td>
<td>19:59:10</td>
</tr>
<tr>
<td>6967</td>
<td>8589</td>
<td>20.00</td>
<td>Check 170</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/08/2017</td>
<td>12:09:01</td>
</tr>
<tr>
<td>6701</td>
<td>8333</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/10/2017</td>
<td>13:07:51</td>
</tr>
<tr>
<td>6069</td>
<td>8591</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/10/2017</td>
<td>13:37:14</td>
</tr>
<tr>
<td>6700</td>
<td>8337</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/11/2017</td>
<td>12:02:16</td>
</tr>
<tr>
<td>6713</td>
<td>8342</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/12/2017</td>
<td>12:15:47</td>
</tr>
<tr>
<td>6827</td>
<td>8462</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/12/2017</td>
<td>08:18:01</td>
</tr>
<tr>
<td>6990</td>
<td>8595</td>
<td>20.00</td>
<td>Check 1012</td>
<td>JAN</td>
<td>3.00</td>
<td>Upshur</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/12/2017</td>
<td>12:42:09</td>
</tr>
<tr>
<td>6995</td>
<td>8597</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/15/2017</td>
<td>12:10:56</td>
</tr>
<tr>
<td>6917</td>
<td>8613</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/16/2017</td>
<td>12:07:46</td>
</tr>
<tr>
<td>6991</td>
<td>8615</td>
<td>10.00</td>
<td>Check 3172</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/18/2017</td>
<td>12:00:01</td>
</tr>
<tr>
<td>6990</td>
<td>8616</td>
<td>10.00</td>
<td>Check 3172</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/18/2017</td>
<td>12:22:06</td>
</tr>
<tr>
<td>6985</td>
<td>8617</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/18/2017</td>
<td>14:17:16</td>
</tr>
<tr>
<td>6966</td>
<td>8621</td>
<td>15.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/19/2017</td>
<td>12:25:39</td>
</tr>
<tr>
<td>6998</td>
<td>8622</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/19/2017</td>
<td>12:25:39</td>
</tr>
<tr>
<td>6999</td>
<td>8623</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/22/2017</td>
<td>10:35:19</td>
</tr>
<tr>
<td>6992</td>
<td>8625</td>
<td>30.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/23/2017</td>
<td>10:38:49</td>
</tr>
<tr>
<td>6993</td>
<td>8626</td>
<td>30.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/23/2017</td>
<td>11:37:35</td>
</tr>
<tr>
<td>6995</td>
<td>8631</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/23/2017</td>
<td>11:33:50</td>
</tr>
<tr>
<td>7007</td>
<td>8637</td>
<td>10.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/23/2017</td>
<td>11:34:12</td>
</tr>
<tr>
<td>6994</td>
<td>8639</td>
<td>15.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/23/2017</td>
<td>13:09:09</td>
</tr>
<tr>
<td>7008</td>
<td>8642</td>
<td>15.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/24/2017</td>
<td>13:27:01</td>
</tr>
<tr>
<td>6980</td>
<td>8648</td>
<td>20.00</td>
<td>Cash</td>
<td>JAN</td>
<td>None</td>
<td>50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>05/25/2017</td>
<td>14:25:02</td>
</tr>
</tbody>
</table>

Sub Totals: 410.00 | Lewis: 6.00 | 385.00 | 50.00 | 300.00

Total Received: 1312.00 | 300.00 Deposits Returned

# Adoption
- 410.00
- 10.00
- 50.00 in Upshur
- 850.00
- 40.00 in Resuk
- 200.00

Total: 1100.00

http://upshuranimalcontrol.org/admin/ADOPTF.html

6/14/2017
<table>
<thead>
<tr>
<th></th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
<th>SUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>5:45p</td>
<td>7:00p</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMER READING SKATING PARTY**
- Registration: 3-9 PM
- Sit & Be Fit: 1 PM
- Keva Club: 1-2 PM

**ADVISORY BOARD MEETING:**
10 AM

**BUILD A BETTER WORLD**

**4th JULY**
- Independence Day

**JAMES W. CURRY PUBLIC LIBRARY**
1721 Brooks Hill Road, French Creek, WV 26218
304-924-6724
Facebook: JWCPL
Restoring Hope wants to partner with you for the...

SUMMER FOOD WAGON 2017

Hunger... we don't often think of it as a problem

in our backyard

What: Summer Food Wagon
Who: 25-50 kids (x2)
When: 11:30 AM July 12th and 26th
Where: 46 Meadowland Trailer Park
Buckhannon, WV 26201
& other areas there is a need

How can you partner with us?
1. Pray for the event
2. Prepare lunches (11th & 25th)
3. Help pass out food
4. Make a tax-deductible donation
   (each meal costs around $5)

If you are aware of other kids who need food
let us help you feed them.
Let us know before July 10 or 24 so they can be included.

To make a tax-deductible donation or want more information please visit
Restoring Hope at www.Rhope.us
or contact Jessica Bohman 304-439-4308
-------- Forwarded message --------
From: McCauley, David <mccauley@wvwc.edu>
Date: Thu, Jun 15, 2017 at 10:47 AM
Subject: Movie on Drug Issues
To: "teresa.summers" <teresa.summers@buckhannonwv.org>, Matt Kerner <mattkerner@opphousewv.org>, Mike Kuba <kuba_m@wvwc.edu>, Amberle Jenkins <amby.j@buckhannonwv.org>, Jerry Arnold <jerry.arnold@buckhannonwv.org>, Susan Aloi <alois@wvwc.edu>

In partnership with Matt Kerner & Opportunity House, we will show Anonymous People on Tuesday, July 11, at 7:00 p.m. in the Community & Training Room at the public safety complex.

http://manyfaces1voice.org/

Please share this announcement as liberally as we possibly can, thanks! Dave

--

Teresa Summers
City of Buckhannon
Mayor's Office-Secretary
304-472-1651 Ext. 1001
Notice of Monthly Meeting

Upshur County Farmland Protection Board

*****************************************************************************

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

Date: June 19, 2017

Time: 3:00 p.m.

Agenda

Call Meeting to Order

Approval of Minutes: May 18, 2017

Public Questions / Comment Period

BUSINESS ITEMS
• Update/Action on MH application
• Code of Ethics – return of documents
• Update/Action – Bank signatures
• Farm Bureau position
• State Auditor memorandum

FINANCIAL MATTERS / ITEMS
• Checking Account – Bank Statement Balance ____________
• Transfer Tax Deposit/Credit --- $___________
• Interest Earned --- $___________
• Review FY 17 financial spreadsheet
• Payment of Bills / Invoices ---
  • Saddleback Services Invoice $___________

Date of Next Meeting

Adjournment
Annual Planning Session: June 22nd, 2017
Breakfast Meeting 8 AM – 10:30 AM

• **CVB Business:**
  o Call Meeting to Order
  o Approval of Minutes
  o Treasurer's Report
  o New Business
    ▪ Board Members: review & sign Conflict of Interest Policy &
      Adopted Standards
    ▪ Resolution – Add new 'authorized signers' to CVB accounts
  o Old Business

• **YEAR IN REVIEW:** looking back to 2016 – 2017
  o Accomplishments
    ▪ CVB Advertising Campaigns & Public Relations
    ▪ Event Center at Brushy Fork
  o Budget & Finances

• **LOOKING FORWARD** to 2017 – 2018
  o Proposed Budget
  o Social Media, Advertising & Community Relationships
  o Industry Development
  o Board Input – Direction & Visions

• **COMMITTEE REVIEW**
  o Finance Committee
  o Event Center Committee
Upshur County Farmland Protection Board
Regular Monthly Meeting
March 16, 2017
West Virginia Farm Bureau Office

MEMBERS PRESENT: Steve Butler, Lowell Peterson, Dr. Joe Reed, John Sencindiver
MEMBERS ABSENT: Troy A. Brady, Rob Hinton, Todd Payne

OTHERS PRESENT: Amy Moloney

CALL TO ORDER: The Upshur County Farmland Protection Board Meeting was called to order at 3:06 p.m. by Steve Butler.

APPROVAL OF MINUTES: On Motion by Dr. Joe Reed, seconded by Lowell Peterson, the Board moved to approve the minutes from the February 16, 2017 meeting. Motion carried.

PUBLIC QUESTIONS / COMMENTS: None

BUSINESS ITEMS:

Update/Action from finance committee – When Dr. Reed attempted to deposit $100,000 into State Farm Bank at 1.2% for 15 months, he was informed that they do not accept public funds for deposit. Citizens Bank has a 1.75 “jumbo”. Amy will send Dr. Reed the web site link for the WV Money Market Pool.

Update/Action on MH application –
Amy presented a copy of the unreleased deeds of trust. With approval from MH, FSA confirmed the total amount owed to them is $152,950.86. All FHA references should have been cleared from their books. MH indicated that the Freemans would sign a subordination agreement and that WV Rehab Corp has been released.

The board members completed a Ranking Criteria for the property. The score is 370 out of 690 points. This was done to give the Board a feel for how to move forward.

Amy distributed handouts from the Program, with portions highlighted as it pertains to this easement. The purpose was to ensure that we remain consistent with the intent of the Act of the Farmland Protection Program.

Amy reminded the Board that our Policy currently reads in a manner that allows 50% of the easement value to be offered for property with severed mineral rights. In the Closing Costs scenario that was presented, the landowner would be eligible to receive $70K. MH has indicated that his asking price is $135K. Amy noted that Nicholas is currently funding 100% of the easement value and they’re paying 100% of the costs. This is something to consider. It was noted that Policy review is to occur annually in accordance with the Program (no later than June 30). This will be placed on the next agenda for discussion.

There was discussion on how the Board will handle due diligence costs if the easement value is determined to be lower than the asking price. Several counties have absorbed the costs if the value is lower. The reason is that it presents as bad PR if we demand reimbursement from a landowner when they choose to withdraw due to low value. Contrary, if the landowner chooses to withdraw for any other reason, they must reimburse amounts spent (they simply cannot walk away at any time for no reason). The Option Contract and Agreement covers reimbursement of costs.
Based on the fact that the preliminary title search was reasonable, it was suggested that we obtain a Restricted Use Report to determine easement value prior to obtaining a full blown (minerals) title search. If the easement value is lower than what the landowner will accept, we should not pay for a full blown title search.

On Motion by Lowell Peterson, seconded by John Sencindiver, the Board moved to proceed with an appraisal, after having received a signed Option Contract and Agreement from the landowner. Motion carried.

State Authority Conflict of Interest Policy - Amy presented the Policy that was presented for consideration at the January WVALPA meeting. Specific discussion revolved around the “for a period of one year” wording. On motion by John Sencindiver, seconded by Lowell Peterson, the Board moved to send a letter to the State Authority asking that they exclude the requirement of having to be removed from the board for a period of one year prior to application in order to be eligible for funding consideration from their policy. Motion carried.

Code of Ethics – Tabatha informed Amy that she does not have record of these from any board members. To date, forms have been returned by Steve, John, Lowell and Joe.

FINANCIAL MATTERS – ITEMS:
Checking Account – Bank Statement Balance March $ 468,022.92
Transfer Tax deposit March - $3,932.50
02/28/17 Interest Earned - $71.66

Bills: SBS-$350, Hynes & Coonts-$500, Ralston Press-$42.50

On Motion by John Sencindiver, seconded by Lowell Peterson, the board approved the Treasurer’s report and payment of bills. Motion carried.

It was noted that SBS had already been paid because the amount was under $500. It was noted that the Ralston Press was a reimbursement to Dr. Reed for the logo blow up/sign (which was presented at the meeting and very nice).

DATE AND LOCATION OF NEXT MEETING: April 14, 2017 at 11:00 p.m. at the West Virginia Farm Bureau Office

ADJOURN: 4:33

Submitted By:

Amy Moloney

Approved:

[Signatures]

[Signatures]
Upshur County Fire Board Meeting
March 21, 2017

Members Present: Joe Malcolm, Terry Cutright, Tom O’Neill, and Clifton Shaw

Members Absent: Linn Baxa, Wayne Strader, and Aaron Harris

Others Present: Toni Newman, Fire Fee Clerk; John Roby, Mike Roby, Jamie Pugh, and Kevin Huffman.

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

The meeting minutes from January 17, 2017, were reviewed. On motion by Clifton Shaw, and second by Tom O’Neill, the Board moved to approve the minutes.

Discussion was held regarding Fire Chiefs contacting those persons in their respective districts who still have unpaid fire fees. All reminders have been mailed. Some departments will be calling constituents and some elected not to call, so as not to alienate the citizens in their community. The Fire Fee Clerk will contact Jill Okes to determine if an intern would be available to make calls on behalf of the Fire Board for those districts.

The Fire Fee Clerk reported that collections for 2016 are at 92 percent. The February disbursement from the Chief Tax Deputy was $9,035.08. Checking account balance as of February 28, 2017, was $75,578.11.

The following Invoices were reviewed and approved upon motion by Tom O’Neill and second by Terry Cutright:

➢ Software Systems Invoice #30216---$251.00---Maintenance Charge---February
➢ Upshur County Commission---P-Card reimbursement---$270.83

On Motion by Ton O’Neill and second by Clifton Shaw, the Fire Board approved the payment for Renewal of the WVCoRP Insurance coverage for 2017 in the amount of $1745.00.

The Fire Fee Clerk provided corrective Tickets (#’s11639—11653 for 2016, 11472-11483 for 2015; and 11619-11629 for 2014). Tom O’Neill moved to approve, second by Clifton Shaw; motion passed.
The Fire Fee Clerk provided 7 Requests for Relief of Erroneous Assessment. The Board approved 7 requests based on research from the Fire Fee Clerk and/or the Assessor’s Office.

The next meeting of the Board will be April 18, 2017.

There being no further business the meeting adjourned at 7:50 p.m. on motion by Tom O’Neill and second by Terry Cutright.

Joe Malcom, Chairman
Upshur County Fire Board

[Signature]

Board Member

[Signature]
The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, May 2, 2017.

Chair, Carey Wagner, called the meeting to order at 5:31 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair–Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews

Staff Present were: Office Manager-Carolyn Douglas, Billing Clerk-Sharon Burr

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

Recognize that four (4) customers were present.

**APPROVAL OF MINUTES**
Minutes of March 7, 2017 Regular Monthly Meeting were presented for approval. Sonny Matthews moved to approve the minutes of the meetings as presented. Larry Heater seconded the motion. Motion carried

**APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE**
Carey Wagner presented the Financial Report. Larry Heater made a motion to approve financial report and pay the bills to date. Sonny Matthews seconded the motion. Motion carried

**PHASE III EXTENSION PROJECT**
Carey Wagner has now opened the project checking account to be used for our Phase III Extension at Chase Bank. The checking account will be maintained by Region VII, as it is with all extensions, when handling grant money and infrastructure loans.

**BEAUTIFUL AUDRA LOTS – PHASE II UPDATE**
Carolyn Douglas discussed with the Board a problem with the first three taps that were installed out at Beautiful Audra Lots Phase II. Apparently they will need to be moved due to being in an area that becomes very muddy and is causing the pits to sink and be unreadable. This problem will be corrected as soon as the weather permits.
PERSONNEL
The Board of Directors’ discussed having interviews at June meeting, if possible, for a System Operator.

MAINTENANCE REPORT
We continue to utilize our same back up crew, until we hire another system operator, and all things are being maintained and all monthly operations are being fulfilled and reported

There being no further business, the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater. Meeting adjourned at 6:10 p.m.

The next regular meeting will be on Monday, June 5, 2017 at 5:30 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, Larry J Heater/CD

Attachments: Agenda
Sign In Sheet
Financial Report

Approved By:

Carey Wagner
Board Chair/Treasurer
Carey Wagner

Larry Heater
Secretary
Larry Heater

Sonny Matthews
Board Member
Sonny Matthews

Note: Recorded Meeting
Upshur County Fire Board Meeting
April 18, 2017

The meeting was cancelled due to the lack of a quorum. The next regular scheduled meeting is May 16, 2017.

Joe Malcolm, Chairman
Upshur County Fire Board
Upshur County Fire Board Meeting
May 16, 2017

The meeting was cancelled due to the lack of a quorum. A special meeting is scheduled for May 23, 2017.

Joe Malcolm, Chairman
Upshur County Fire Board

Board Member