

# COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue  
Weston WV 26452  
Phone:( 304)269-8200  
FAX: (304)269-2416  
Email:lewiscountycommission@lewiscountywv.org  
Website: lewiscountywv.org



## COMMISSIONERS:

Agnes Queen, Commissioner  
Rod Wyman, Commissioner  
Bobby Stewart, Commissioner

**LEWIS COUNTY COMMISSION  
110 CENTER AVENUE, 2ND FLOOR  
WESTON, WV 26452  
MEETING AGENDA  
TUESDAY, JANUARY 2, 2024**

### SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM**      **Call Meeting to Order** (*action required*)
2. **10:00 AM**      **Recess into Organizational Meeting** (*action required*)  
(agenda for organizational meeting attached)
3. **10:10 AM**      **John Breen, Lewis County Assessor**  
**RE: Exonerations, Consolidations, Apportionments**  
Draft copies will be available for review on Wednesday, December 27, 2023.  
(*action required*)

### APPOINTMENTS

4. **10:15 AM**      **Gary Morris, Fiduciary:** Mr. Morris will provide updates on two delinquent Estates under his supervision. (*action required*)

### CORRESPONDENCE

5. **Upshur County Commission Meeting Agenda:** The December 28, 2023 Upshur County Commission meeting has been canceled. The next meeting is scheduled for Thursday, January 4, 2024 at 9:00am. (*information only*)
6. **West Virginia State Auditor Distribution of Public Utilities and IRP Taxes:** The State Auditor's Office has remitted the October 12, 2023 to November 13, 2023 distribution of Public Utilities and IRP Truck Taxes in the amount of \$76,146.25. The general county portion is \$24,736.29. Last month the total was \$215,552.88 with the general county portion being \$70,022.86. Last year the general county portion was \$55,392.83. (*information only*)
7. **Jane Lew Public Service District:** The Jane Lew Public Service District agenda and minutes for the December 14, 2023 meeting are presented for review. (*information only*)
8. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: National Association of Counties Northeast Region meeting, Local Emergency Planning Committee, Weston Rotary, Lewis County First, etc.

## BUSINESS

9. **2024 Mileage and Meal Per Diem Rates:** The 2024 IRS Meal Per Diem Rates are \$64.00 for Kanawha County and \$59.00 for the rest of the State of West Virginia. The mileage rate set by the IRS is \$.67 per mile. The Lewis County Commission will set these rates for Lewis County employee reimbursement. *(action required)*
10. **Lewis County Economic Development Authority Board Reappointments:** The Lewis County Economic Development Director, Ray Smith, presents Board members for reappointment for terms of 12-31-23 to 12-31-26. Commission will be requested to approve; Shannon Cunningham-Snead, Dwaine Doss, Chris Heater, Jimmy Fealy, Chris Richards, Johnny White, and Rod Wyman. *(action required)*
11. **Lewis County Economic Development Authority WV Manufacturing Association Membership Dues:** Lewis County Economic Development Authority Director, Ray Smith, requests half of the WV Manufacturers Association membership dues payment from the Lewis County Commission. The Commission cost would be \$515.00. *(action required)*
12. **WV Department of Health and Human Resources Office of Emergency Medical Services:** The Salary Enhancement and Crisis Response Grant 2023 invoice has been edited and resent for new signatures from WV Department of Health and Human Resources BPH Office of Emergency Medical Services in the amount of \$143,763.21. *(action required)*
13. **Grant Contract Agreement between Division of Administrative Services Justice and Community Services Section and the Lewis County Commission:** The Commission will be asked to approve the grant agreements for the Prevention Resource Officers. Approval is required for the grant resolution, grant contract agreement, certification form for equal opportunity employment, standard conditions and assurances, certifications regarding lobbying, budget summary, federal standard conditions and assurances. *(action required)*
14. **Lewis County Safe Sites and Structures:** The Safe Sites committee reviewed information provided on 2180 Old Rt. 33. The property score rating by the committee is 103. A Citation will be drafted and the property presented at the Commission meeting on 1/2/2024. *(action required)*
15. **Guttman Holdings:** In compliance with federal tax regulations, Guttman Energy must have on file a signed Federal Tax Exemption Certificate, annually, to confirm the Lewis County Commission status as a tax-free purchaser for the fuel purchased using a fuel card. *(action required)*
16. **State Tax Department, State Assessors Budget:** WV Code §11-1C-8 as amended in 1998, authorizes the assessor to receive up to 2% of the previous year's projected tax collections. This money is to be used for the purpose of maintaining current valuations and performing periodic reevaluation of property . In order to receive these funds, the assessor is required to prepare a budget detailing the proposed use of the money and submit the budget to the Property Valuation Training and Procedures Commission (PVC) by December 15<sup>th</sup> of each year. The Assessor's Budget is presented for review and approval. *(action required)*
17. **Time Sheets and Leave Requests:** Sherry Rogers Sick Leave, Rick Stout Annual Leave, Tina Helmick Sick Leave and Time Sheet *(action required)*

## ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

18. **Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

19. **Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
20. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
21. **Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

**ADJOURNMENT:**

22. **With no further action being required by the Lewis County Commission the meeting will be adjourned.** *(action required)*

**LEWIS COUNTY COMMISSION MEETING MANAGEMENT**

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two(2) commissioners are in attendance.

IN THE COUNTY COMMISSION OF LEWIS COUNTY, WV

The Lewis County Commissioners hereby order the following applications taken by the Lewis County Assessor, John L. Breen, approved by the Prosecuting Attorney be approved:

Erroneous Assessments:

Stafford, Carl A, P/P, 2023, Exon # 3342

COMMISSION MEETING 01/02/2024

Approved this the     day of             , 2024.

\_\_\_\_\_  
President, Lewis County Commission

Date: December 19, 2023

Exoneration #: 3342

John L. Breen ASSESSOR OF LEWIS COUNTY

**EXONERATION ORDER**

Property Type: Personal

State of West Virginia, County of LEWIS

At a regular meeting of the County Commission of LEWIS County, West Virginia held at the courthouse of said county, Commissioners: Agnes Queen, Roderick Wyman, and Bobby Stewart, on the 9 day of January issued the following order, which was made and entered, to-wit:

Upon application of STAFFORD CARL A, whose address is 78 SCHOOL RD WALKERSVILLE, WV 26447, and whose phone number is , who proved to the satisfaction of the Commission that they are aggrieved by an erroneous assessment for 2008 DODGE RAM in District 01 COLLINS SETTLEMENT, assessed at 3,765.00 for the tax year 2022.

The commission therefore orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of taxes so assessed for the tax year 2022. If said taxes have been paid, the Sheriff shall refund the same to them.

The Commission certifies the following facts upon which it grants said relief:

MILITARY ACTIVE FOR TAX PERIOD, ATTACHED COPY OF DUTY PAPERS.

**District:** 01 COLLINS SETTLEMENT

**Account #:** 55502429

**Tax Ticket #:** 100000078S

**Map/Parcel:**

**Tax Year:** 2022

**Class:** Unchanged

**Orig. Half Year Tax:** 33.34

**New Half Year Tax:** \$0.00

**Amount Exonerated**

Face Tax: 33.34

Interest: 0.00

Penalty: 0.00

**Total Exonerated: 33.34**

Personal Property: 3,765.00 to 0.00

Homestead: 0.00 to 0.00

**Total Value Change: 3,765.00 to 0.00**

#66.68

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Acknowledged - Prosecuting Attorney

\_\_\_\_\_  
Assessor

\_\_\_\_\_  
Taxpayer

\_\_\_\_\_  
Processed by Tax Office

\_\_\_\_\_  
Approval-President of County Commission

\_\_\_\_\_  
Prepared By Timothy Riffle, Assessor

\_\_\_\_\_  
Order Entered to State Auditor



# State of West Virginia

Office of the State Auditor  
County Collections Division  
State Capitol, Building 1, Suite W-118  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

**John B. McCuskey**  
**State Auditor and**  
**Commissioner of Delinquent**  
**and Nonentered Lands**

Toll Free: (888) 509-6568  
www.wvsao.gov

November 28, 2023

Honorable David B. Gosa  
Sheriff & Treasurer  
Lewis County  
110 Center Ave  
Weston, WV 26452

Dear Sheriff & Treasurer:

You will be receiving a check in the amount of \$76,146.25 in the next few days from the State Auditor's Office representing the Public Utilities Tax and IRP Trucks Ad Valorem Fees collected by this office for the period of 10/12/2023 to 11/13/2023.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2023 County Current Expense	18,042.29	6,694.00	24,736.29
2023 School Current	24,476.95	9,081.37	33,558.32
2023 School Excess Levy	13,020.73	4,830.91	17,851.64
<b>Totals</b>	<b>\$55,539.97</b>	<b>20,606.28</b>	<b>\$76,146.25</b>

Any bond money collected is being forwarded to the Municipal Bond Commission for credit.

If this office can be of future assistance, please contact Russell Rollyson at (304) 558-2251, Extension 2183.

Sincerely,

John B. McCuskey  
State Auditor

JBM/pu

12/15/2023  
#80788

# Jane Lew Public Service District

70 Park Avenue  
Jane Lew, WV 26378

## Minutes of Regular Meeting December 14, 2023

**Present:** Brad Foster (Chairman); Oscar Mills (Board); Nancy E. Gee, (Secretary); Stephanie Snow-McKisic, General Manager  
**Guests:**  
**Absent:**

- I. Call to Order The meeting was called to order at 4:05 pm by Chairman Foster.

### ~ ROUTINE MONTHLY BUSINESS ~

II. Minutes: (11/09/2023)

**MOTION:** (Mills/Foster) to approve attached Minutes of 11/09/2023 regular meeting. **[Carried Unanimously]**

III. General Manager's November Reports (Snow-McKisic)

A. WATER:

1. Bills (Attached)

**MOTION:** (Gee/Foster) to ratify payment of attached list of water invoices for November 2023. **[Carried Unanimously]**

2. Treasury Report (Attached)

**MOTION:** (Mills/Gee) to approve attached Water Treasury Report for November 2023. **[Carried Unanimously]**

3. Water Adjustments Report (Attached)

**MOTION:** (Gee/Foster) to approve attached Water Adjustments Report for November 2023. **[Carried Unanimously]**

4. Water Purchase, Sales & Loss Report (Attached)

**MOTION:** (Mills/Gee) to approve attached Water Purchase, Sales & Loss Report for November 2023. **[Carried Unanimously]**

5. Water Preventive Maintenance Report -

- a) Lines – walked lines looking for leaks.
- b) Loss Prevention/leak detection – water loss 6%
- c) Fire + Flushing Hydrants [57 + 25] 5J Services replaced the hydrant at Old Barnetts lot, near Motel on 11-15
- d) Valves [148] – Exercised 1 full cycle
- e) Meters [705] – Replaced bolts on Doss 2in meter on Rt 19 11-14
- f) Booster Stations [3] – checked
- g) Tanks [2] – New communication telemetry at the Big Tank Luis Alfonzo 11-1
- h) Office Furnace + A/C – nothing needed
- i) Vehicles [½ 2019 Truck, ½ crane truck, + ½ Buggy] – nothing
- j) Generators [1 big port + 2 small] – Exercised Chesapeake generator -check oil and fluids before use
- k) Expensive Equipment [Mower] – nothing
- l) Critical Inventory – good
- m) Other – nothing

6. Water System Water Leak Detection Report (finding & repairing actual leaks) **nothing**
7. Water System Repairs Report (fixing unplanned breakdowns) – **nothing**
8. Cross-Connections/Backflow Report – **ongoing**
9. New Non-Project Water Taps/Road bores – **5J Services installed a new tap for Doss Camper building on Stretch Run Rd.**
10. Other – **nothing**

**B. WASTEWATER:**

1. Wastewater Bills (Attached)

**MOTION:** (Gee/Foster) to ratify payment of list of Sewer invoices for November 2023. **[Carried Unanimously]**

2. Wastewater Treasury Report (Attached)

**MOTION:** (Mills/Foster) to approve Sewer Treasury Report for November 2023. **[Carried Unanimously]**

3. Wastewater Adjustments Report (Attached)

**MOTION:** (Foster/Gee) to approve Sewer Adjustments Report for November 2023. **[Carried Unanimously]**

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

**MOTION:** (Gee/Mills) to approve Sewer Treatment Purchase, Sales & Loss Report for November 2023. **[Carried Unanimously]**

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines– **Unplugged lines at Mountaineer RV 11-6**
- b) I&I Prevention – **nothing**
- c) Manholes [643] – **Number, map, and record changes. Keep mowed during grow season.**
- d) Duplex + ABS Grinder Pumps [5 + 2] – **amped and enzymed every Friday**
- e) Lift Stations [10] – **Amped & enzymed every Friday. 11/3, 11/10, 11/17, 11/22. Checked lights changed charts, and record meter readings/Record run times/Trim and mow during grow season.**
- f) Bar Screen [1] – **cleaned every week**
- g) Vehicles – [ $\frac{1}{2}$  '19 Ford Truck,  $\frac{1}{2}$  crane truck &  $\frac{1}{2}$  Buggy] – **11-6-23 new tires on the buggy-Toland's**
- h) Generators [3stat. + 2 port.] – **Stationary exercised every Monday. Computer checked weekly and heater block will be checked weekly during winter months. Ports are exercised on the 20<sup>th</sup> of every month.**
- i) Classroom Furnace & A/C – **nothing**
- j) Expensive Equipment [mower] – **nothing**
- k) Critical Inventory – **nothing**
- l) Other- **nothing**

6. Wastewater Repairs Report (fixing unplanned breakdowns) **ST 1, PUMP 1 had issues with the contactor sticking and floats getting stuck on 11/17, 11/20 and 11/28, it overheated.**

7. New Non-Project Sewer Taps/Road Bores – **nothing**

8. Other – **nothing**

**IV. PSD policies and Job Descriptions (Snow-McKisic):** **nothing**

- I. Personnel Matters (Snow-McKisic)-** **nothing**

- II. Announcements: (Snow-McKisic) -** **nothing**

- III. Correspondence: (Snow-McKisic) -** **nothing**



## ~~ OLD BUSINESS ~~

- IV. **Request to Purchase Property (Snow-McKisic)** – **UPDATE:** This has been finalized. All paperwork has been signed and the deed is at the courthouse, to be recorded.
- V. **Rate Increase 19-A Application:** **UPDATE:** The rate increase has been approved by the PSC. The public notification date was **October 25, 2023**. The affidavit will be filed with the PSC once the publication is returned. Tentatively, the rate increase will go into effect **January 2024**.

## ~~ NEW BUSINESS ~~

### Assignments

- ✓ *Snow-McKisic to keep Atty. Kelsh apprised of property matters*

- VI. **Holiday/Meeting Schedule 2024** (Snow-McKisic)-See attached schedule- **Table until next meeting.**
- VII. **Late Received Agenda Items** (Snow-McKisic) – **none**
- VIII. **Adjournment:** The meeting was adjourned at 4:31 P.M.

\_\_\_\_\_  
Brad Foster, Chairman

\_\_\_\_\_  
Nancy Gee, Secretary

### **Attachments:**

- Nov '23 Bills Paid (Water/Wastewater)
- Nov '23 Treasury Reports (Water/Wastewater)
- Nov '23 Adjustments Reports (Water/Wastewater)
- Nov '23 Water/Wastewater Treatment Purchase, Sales & Loss Reports

### **E-Copies of Unapproved Minutes Sent to:**

- James V. Kelsh, PSD Attorney (Bowles Rice)
- Commission
- Ray Smith
- Board Members

# COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue  
Weston, WV 26452  
Phone: (304)269-8200  
Fax: (304)269-2416  
Email: lewiscountycommission@lewiscountywv.org  
Website: lewiscountywv.org



**COMMISSIONERS:**  
**BOBBY STEWART**  
Commissioner  
**AGNES QUEEN**  
Commissioner  
**ROD WYMAN**  
Commissioner

**Date: 1/2/24**

**Memo: Per Diem/Mileage Rates**

**The 2024 IRS meal per diem rates are \$64.00 for Kanawha County and \$59.00 for the rest of the state of West Virginia.**

**West Virginia mileage rate for 2024 is \$.67 per mile. Adjustments will be made if necessary.**

**These rates were approved by the Lewis County Commission at the Regular Meeting held January 2, 2024.**

---

**President**



## Lewis County Economic Development Authority

110 Center Avenue, 2nd Floor, Weston WV 26452

[www.lceda.org](http://www.lceda.org)

304-269-4993

12/21/22

Re: Reappointment of members to the Economic Development Authority Board

To Lewis County Commission

As per the approval of the board at our December 13th meeting, we wish to submit this list of names to be reappointed to our board for the 12/31/23 to 12/31/26 term

Shannon Cunningham-Snead

Dwaine Doss

Chris Heater

Jimmy Fealy

Chris Richards

Johnny White

Rod Wyman

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Ray Smith", with a long horizontal flourish extending to the right.

Ray Smith

Director of the Lewis County Economic Development Authority



## Lewis County Economic Development Authority

110 Center Avenue, 2nd Floor, Weston WV 26452

[www.lceda.org](http://www.lceda.org)

304-269-4993

12/21/22

Re: Request for 1/2 Payment for a membership to the West Virginia Manufacturers Association

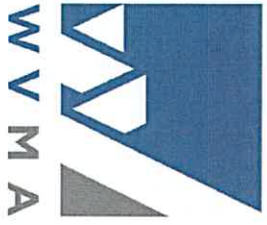
To Lewis County Commission

As per the Lewis County EDA board's approval to join the WVMA at our December 13th meeting, we request that you pay 1/2 of the membership fee to the WVMA for 2024. The membership is \$ 1030.00, and the Lewis County Commissions part would be \$515.00.

We appreciate your consideration.

A handwritten signature in blue ink, appearing to read "Ray Smith", is written over a horizontal blue line that extends across the page.

Ray Smith  
Director of the Lewis County Economic Development Authority



West Virginia Manufactures Association  
2001 Quarrier Street  
Charleston, WV 25311  
304-342-2123

**2024 Associate Membership Proposal for Lewis County EDA**

Associate Membership

Rate  
\$ 1,030.00

2024 Total

\$ 1,030.00

2024 Dues Rate\*

\$1,030.00

# INVOICE

**BILL TO:** WVDHHR BPH Office of Emergency Medical Services  
350 Capitol St, Room 425  
Charleston, WV 25301

<b>VENDOR NAME:</b> Lewis County Commission	<b>VENDOR NUMBER:</b> 000000211994
<b>REMIT TO:</b> 110 Center Ave Weston, WV 26452	<b>INVOICE NUMBER:</b> ...23-SB737-54041 <b>INVOICE DATE:</b> Friday, September 29, 2023

**PERIOD OF SERVICE:** 1/01/2024 -12/31/2024    **AMOUNT DUE** \$143,763.21

**DESCRIPTION:** Salary Enhancement and Crisis Response Grant 2023

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

**Account: \$143,763.21**

## **RESOLUTION**

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

Be it resolved that the **Commission** hereby authorizes **Agnes G. Queen, President** of the **Lewis 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 Justice Assistance Grant Program.

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

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

**23-JAG-25**

This **AGREEMENT**, entered into this **1<sup>st</sup> Day of October 2023** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Lewis County Commission, hereinafter referred to as "Grantee."

**WHEREAS** JCS is the recipient of Justice Assistant Grant Program grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and

**WHEREAS** the Grantee is an eligible applicant who is desirous of receiving funds for: **Funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in West Virginia schools.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **December 1, 2023** and shall continue those services/activities until **November 30, 2024**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$19,750.00** 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. JCS has determined that the program **will not** receive an upfront scheduled allocation of funds.



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

16. The parties hereto agree that notice shall be given electronically to the appropriate agency email addresses.
17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

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

---

**Agnes G. Queen**  
**President**  
**Lewis County Commission**

---

**Marty A. Hatfield**  
**Assistant Director**  
**Justice and Community Services Section**

# 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: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

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

Please check all the following boxes that apply.

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

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

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

Print or Type Name and Title

Signature

Date

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

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

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

\_\_\_\_\_  
[organization].

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

Print or Type Name and Title

Signature

Date

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

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

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

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

Print or Type Name and Title

Signature

Date

## INSTRUCTIONS

### Completing the Certification Form

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

#### Section A

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

#### Section B

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

#### Section C

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

#### Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

## **Public Reporting Burden Statement**

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



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

Effective: July 23, 2019  
Revision History: Method of correspondence changed to electronic on March 15, 2023.  
§12-4-14 reporting requirements added on September 11, 2023.

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

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be emailed to the designated JCS Program Specialist.

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

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

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be commingled 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. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 148-CSR-1 of the West Virginia Code.
16. **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.
17. **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.



18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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."
24. **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.
25. **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.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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).
33. **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.

34. **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.
35. **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.
36. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974.
- 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.

Additionally, the grantee agrees to comply with 101-CSR-1 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.

37. **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.

**38. 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.

**39. 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.

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

**41. 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.

**42. 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.

**43. 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.

44. **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 subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

\_\_\_\_\_

Applicant:	FEIN Number: DUNS Number:
------------	------------------------------

Category	JAG Requested Funds	Other Funds	Total Budget
Personnel / Contractual			
Travel / Training			
Equipment			
Other			
<b>Totals</b>			

Funding Strategy

Funding Source(s)	Amount	Status
<b>Total</b>		

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source of funds as follows:

- P – Projected grant, loan, or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand



Detailed Project Cost by Budget Category	Requested JAG Funds	Other Funds	Recommendation
<u>Personnel / Contractual</u>			<b>JCS Use Only</b>
<u>Travel / Training</u>			
<u>Equipment</u>			
<u>Other</u>			
<b>Total Requested JAG Funds</b>			
<b>Total Other Funds</b>			
<b>Total of Recommendation (JCS Only)</b>			

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. For all hourly positions (not salaried) please include an hourly rate and the number of hours to be worked per month.

Begin here





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

Effective: July 23, 2019

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

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

Revision History: Condition #9 added on September 28, 2023.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be emailed to the designated JCS Program Specialist.

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

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. The Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2-CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

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

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

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

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

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

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

The Federal clearing house is as follows:

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

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE:** The recipient agrees to comply with the DOJ Grants Financial Guide (<https://www.ojp.gov/funding/financialguidedojo/overview>), including any updated version that may be posted during the period of performance.
9. **ACCESS TO RECORDS:** Grantee must authorize any representative from the U.S. Department of Justice or its subcomponents, including the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), access to and the right to examine all records, books, paper, or documents related to any federal grant program.
10. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at [www.sam.gov](http://www.sam.gov) and provide documentation to JCS with application for funding.
11. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to JCS with application for funding.
12. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
13. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
  - Part 11, Applicability of Office of Management and Budget Circulars.
  - Part 18, Administrative Review Procedures.
  - Part 20, Criminal Justice Information Systems.
  - Part 22, Confidentiality of Identifiable Research and Statistical Information.
  - Part 23, Criminal Intelligence Systems Operating Policies.
  - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
  - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

14. **PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:**

*Section A. Provisions applicable to a recipient that is a private entity*

- I. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient, and the employees of any subrecipient may not engage in:
- (a) Severe forms of trafficking in persons;
  - (b) Procurement of a commercial sex act;
  - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
  - (d) Acts that directly support or advance trafficking in persons, including acts such as:
    - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
    - Without legally sufficient justification as determined by the Office on Violence Against Women (OVW), failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
    - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
    - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
    - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrantee") that is a private entity:
- (a) Violated a prohibition in section A.1 of this award condition; or
  - (b) Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either:
    - Associated with performance under this award; or
    - Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

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

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

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

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

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

*Section C. Provisions applicable to any recipient*

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



- III. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

*Section D. Definitions.*

For the purposes of this award condition:

- I. "Employee" means either:
- (a) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
  - (b) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
- II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- III. "Private entity":
- (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
  - (b) Includes:
    - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
    - A for-profit organization.
- IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

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

National Environmental Policy Act of 1969 (NEPA).

National Historic Preservation Act of 1966.

Flood Disaster Protection Act of 1973.

Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.

Control Act Amendments of 1972.

Safe Drinking Water Act.

Endangered Species Act of 1973.

Wild and Scenic Rivers Act.

Fish and Wildlife Coordination Act.

Historical and Archaeological Data Preservation.  
Coastal Zone Management Act of 1979.  
Animal Welfare Act of 1970.  
Impoundment Control Act of 1974.  
Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970.  
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended.  
Death in Custody Act of 2000.

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

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

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

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

LEWIS COUNTY SAFE SITES AND STRUCTURES

DECEMBER 14, 2023 MEETING MINUTES

LEWIS COUNTY COURTHOUSE 110 CENTER AVE. WESTON, WV 26452

ROLL CALL:

PRESENT— Chief James Suttle, Attorney Gary Morris, Sheriff Dave Gosa, Gary Foster, Crystal Lough, RN.

ABSENT---James Gum, Matthew Reed

OTHERS PRESENT—Ray Smith, Sherry Rogers

Meeting called to order at 10:02

Minutes from the previous meeting were reviewed. A motion was made by Sheriff Gosa and a second by Gary Foster. All were in favor.

Committee Member updates:

Crystal Lough—Properties that have been encountered have been submitted to the committee.

Jimmy Suttle---Nothing to report.

Gary Foster---Nothing to report.

Dave Gosa---Nothing to report.

A motion was made by Sheriff Gosa to adopt the scoring system as presented. A second was received from Gary Foster. All were in favor.

The committee reviewed information provided on 2180 Old Rt 33. The property score rating by the committee is 103. A citation will be drafted and presented at the Commission meeting on 1/2/2024 per motion from Sheriff Gosa and seconded by Crystal Lough. All were in favor.

Complaints received on 2681 Sassafrass Run Rd and 96 Broad Run Rd will be placed on the committee agenda for the next meeting.

AJOURNMENT—With no further action being required the committee, the meeting was adjourned at 11:13 on a motion by Sheriff Gosa with a second from Gary Foster. The next meeting of the Safe Sites and Structures Committee will be held January 11, 2024 @ 10:00 am in the County Commission meeting room, 110 Center Ave. Weston, WV 26452.

---

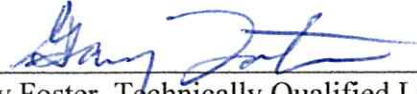
President

---

Date

CITATION OF LEWIS COUNTY SAFE STRUCTURES ENFORCEMENT AGENCY  
WV Code 7-1-3ff (f) (1)

Comes now Gary Foster, the designated technically qualified county employee, and issues this citation, at the direction of said enforcement agency, which, after first investigating and determining that the following described property, being Parcels 11 and 14, Tax Map 6, situate in the unincorporated portion of Skin Creek District, Lewis County, West Virginia, being described in a deed to Norma Cooper, (Life Tenant,) Thomas Cooper (deceased Life Tenant,) Zachariah Cooper and Rebecca Cooper, wife of Mark Lee Feather (occupant of property,) said deed dated October 30, 2018, recorded in Deed Book 736, at page 884, which describes said property by metes and bounds, said property address of 88 Gaston Road, Weston, WV, 26452, said property contains 5 structures (dwelling and buildings) wherein an accumulation of refuse and debris has occurred, which is unsafe, unsanitary, dangerous and is detrimental to the public safety and welfare and should be vacated, removed, cleaned and demolished, said property being described above, and which said property has received a scoring of 103.



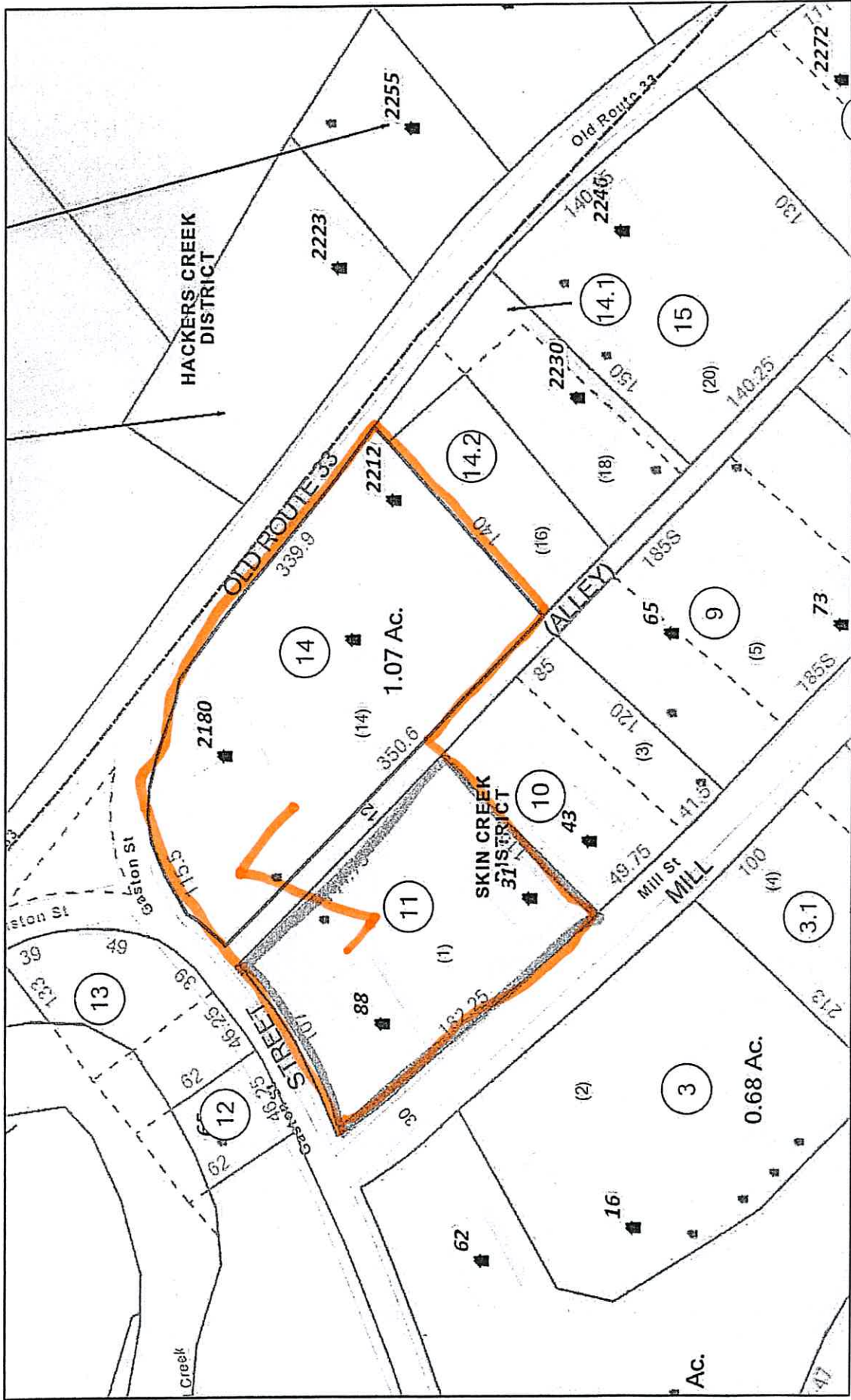
---

Gary Foster, Technically Qualified Lewis  
County Employee

Dated: December 15 2023

										Address 88 Gashon St + 2180 Old 124 33
										5 Responsible Party ID
										3 Estimated Floor Area
										5 Construction Type
										5 Property Zoned
										5 Utilities
										5 Fire Damage
										5 Environmental Hazard
										10 View of Property
										10 Foundation Condition
										10 Siding and Wall Condition
										10 Windows and Doors
										10 Roofing Condition
										10 Ext. Structure
										10 Emer. Pr Imminent Danger
										103 Total Score
										Comments Citation issued

# Lewis County Map



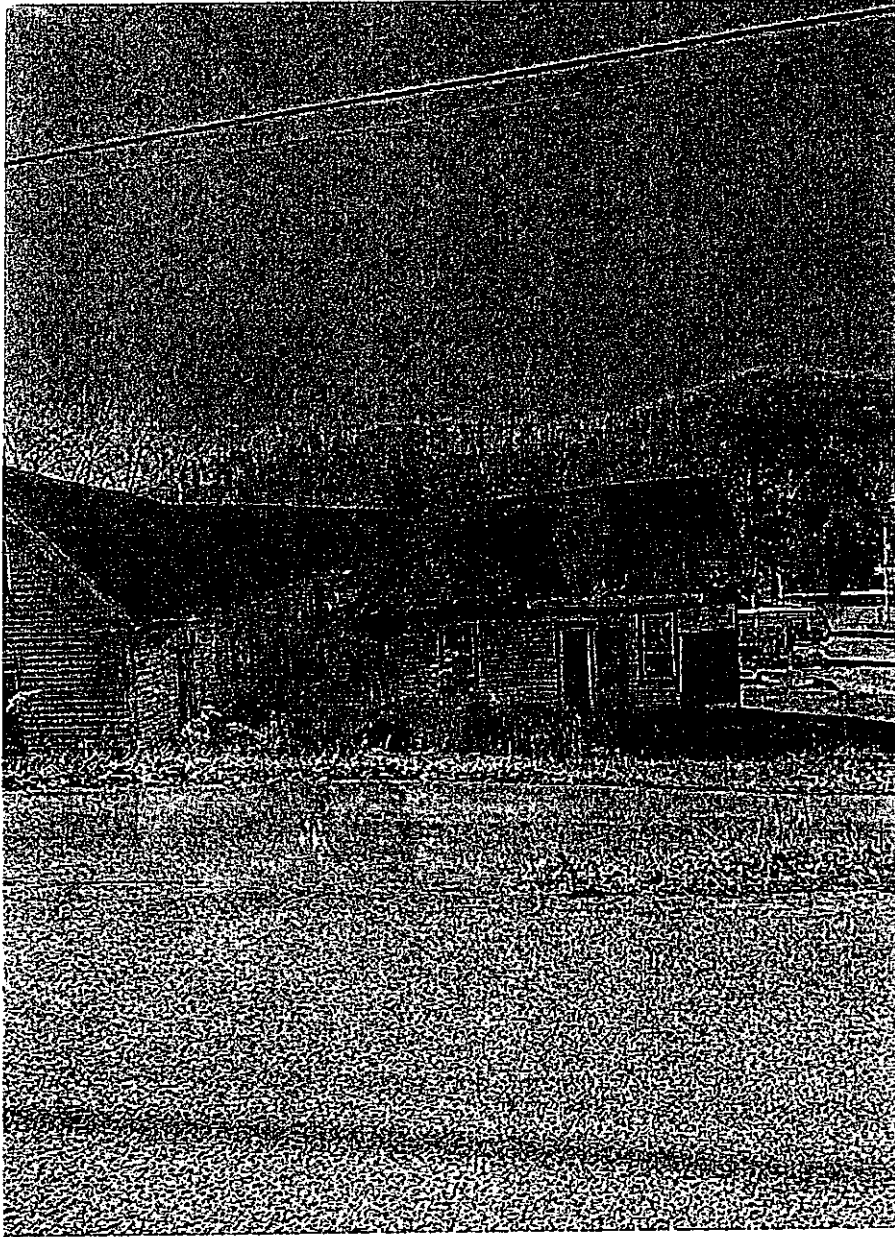
November 7, 2023

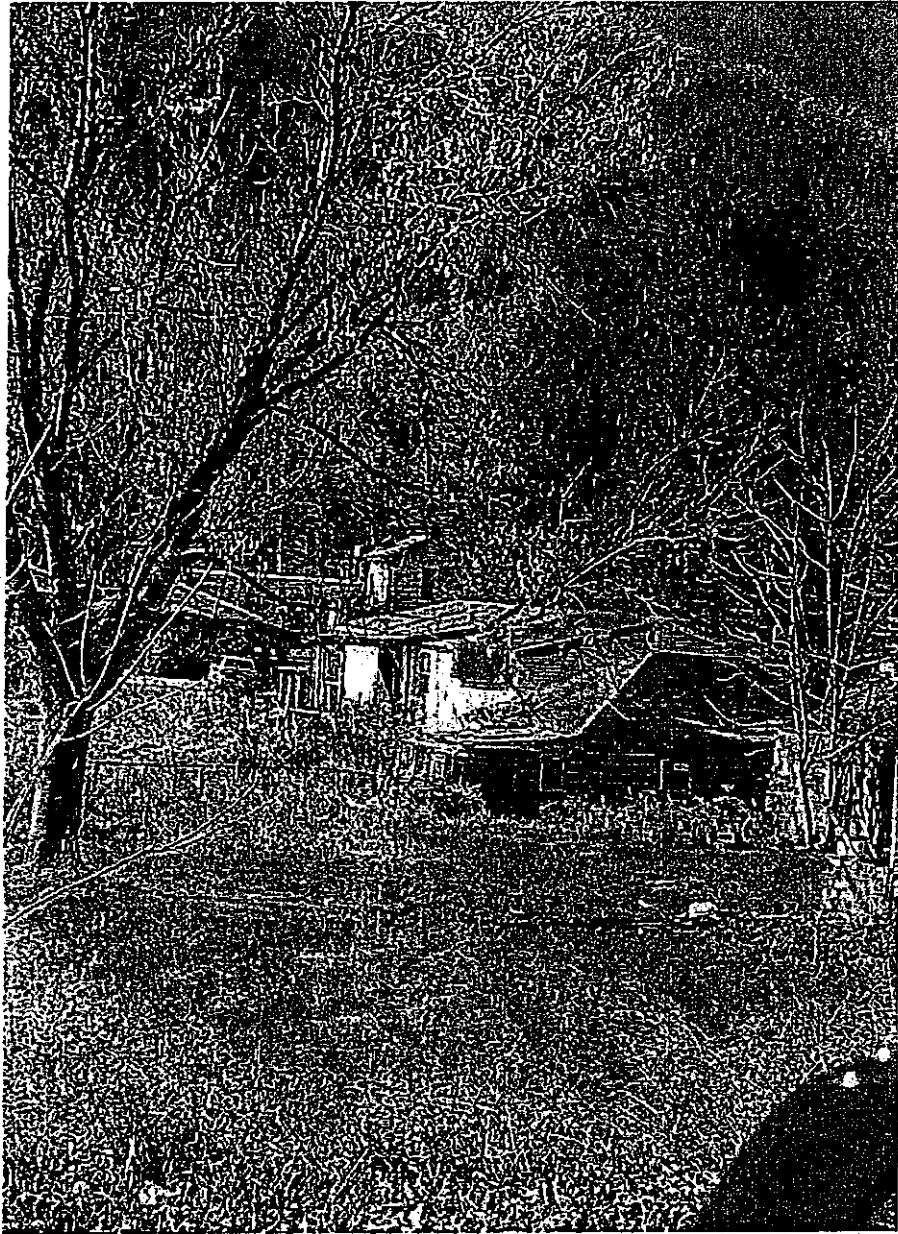
1:1,128  
0 0.01 0.02 0.03 mi

0 0.01 0.02 0.04 km

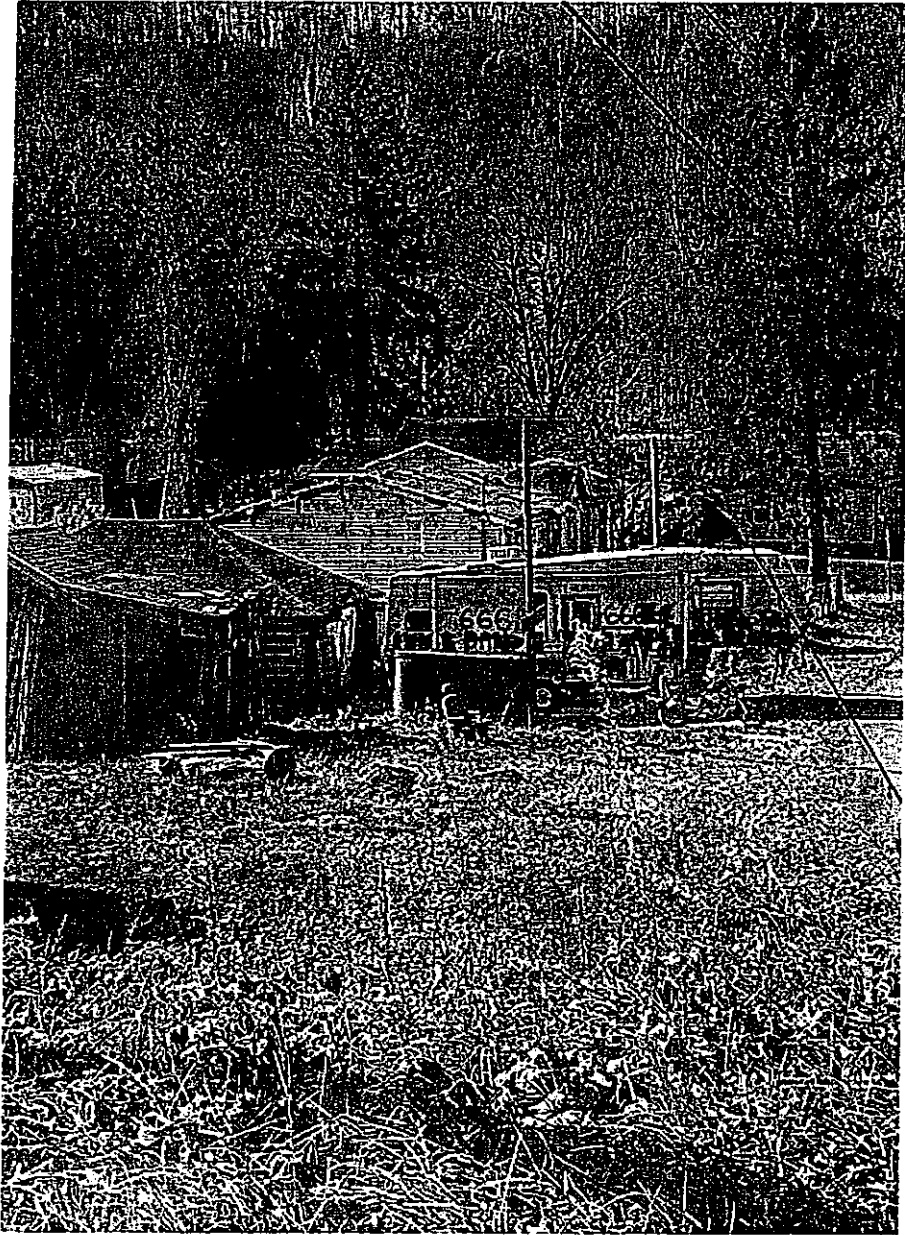
Esri Community Maps Contributors, WVU Facilities, VGIN, West Virginia GIS,  
© OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

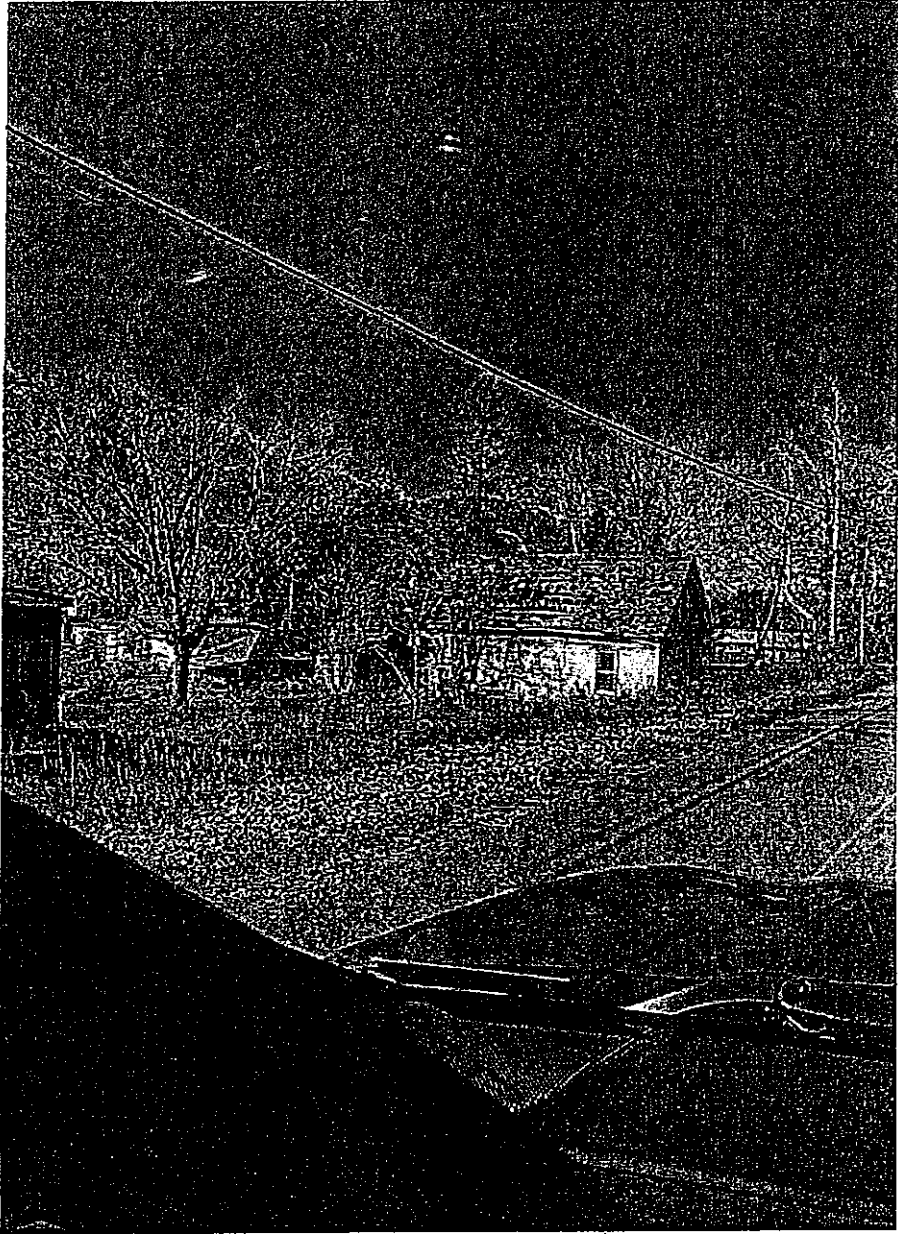
Landmark Geospatial











---

# GUTTMAN HOLDINGS

---

AN EMPLOYEE-OWNED COMPANY



November 30, 2023

RE: Federal Tax Exemption Certificate(s)

Dear Customer,

In compliance with federal tax regulations, Guttman Energy must have on file a signed Federal Tax Exemption Certificate annually to confirm your status as a tax-free purchaser for the fuel purchased using your fuel card.

Please complete and return the enclosed 2024 Federal Exemption Certificate(s). Failure to provide the appropriate certificates will require the applicable Federal Excise Tax related to your fuel purchases to be billed to you.

Please return the completed certificate(s) as soon as possible but before January 1, 2024. If not received by January 1, 2024 Federal Excise Tax will be assessed to your purchases.

Forms can be returned via email to [tcharlier@guttmanenergy.com](mailto:tcharlier@guttmanenergy.com) or via hard copy to:

Guttman Energy  
c/o Tara Charlier  
200 Speers Street  
Belle Vernon, PA 15012

Please see Exhibit A (Diesel) and Exhibit B (Gas) for sample of completed forms.

# GUTTMAN HOLDINGS

AN EMPLOYEE-OWNED COMPANY



Exhibit A – Diesel Certificate. Please ensure all information is completed. As sampled below. All items highlighted in yellow need to be completed or the form will not be accepted by the Federal Government.

**Sample** CERTIFICATE OF STATE USE  
(To support vendor's claim for credit or payment under section 6427 of the Internal Revenue Code.)

Guttman Energy, Inc. DBA Guttman Oil Company 25-0956510  
200 Speers Street Belle Vernon, Pa. 15012  
Name, Address, and Employer Identification Number of Vendor

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates for the exclusive use of a state or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here  and enter:

a. Invoice or delivery ticket number \_\_\_\_\_

b. Number of gallons \_\_\_\_\_

2. If this is a certificate covering all purchases under a specified account or order number, check here  and enter:

a. Effective date 01/01/24

b. Expiration date 12/31/24  
(period not to exceed 1 year after effective date)

c. Buyer's account or order number 99999999

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer acknowledges that it has not and will not claim any credit or payment for the diesel fuel or kerosene to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Jane Smith  
Printed or typed name of person signing

Controller  
Title of person signing

ABC Company  
Name of Buyer

99-9999999  
Employer identification number

123 Happy Drive Pleasantville, PA 99999  
Address of Buyer

[Signature] 01/01/2024  
Signature and date signed

# GUTTMAN HOLDINGS

AN EMPLOYEE-OWNED COMPANY



Exhibit B – Gasoline Certificate. Please make sure all fields highlighted in yellow are completed. If you are a state or local government, please check the line for the exclusive use of a state or local government. If you are a nonprofit educational organization, please check the line that states for the exclusive use of nonprofit educational organization.

**CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE**

**Sample**

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Guttman Energy, DBA Guttman Oil Company 25-0956510

200 Spears Street  
Belle Vernon, Pa. 15012

Name, address, and employer identification number of ultimate vendor

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury:

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

For the exclusive use of a state or local government; or

For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

This is a single purchase certificate:

1. \_\_\_\_\_ Invoice or delivery ticket number

2. \_\_\_\_\_ Number of gallons

This is a certificate covering all purchases under a specified account or order number:

1. Effective date 01/01/24

2. Expiration date 12/31/24 (period not to exceed 1 year after the effective date)

3. Buyer's account number 99999999

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Jane Smith

Printed or typed name of person signing

Treasurer

Title of person signing

ABC Company

Name of Buyer

99-9999999

Employer identification number

123 Pleasant Ave Happyville PA 99999

Address of Buyer

[Signature] 01/01/2024

Signature and date signed

CERTIFICATE OF STATE USE

(To support vendor's claim for credit or payment under section 6427 of the Internal Revenue Code.)

Guttman Energy, Inc. DBA Guttman Oil Company 25-0956510

200 Speers Street Belle Vernon, Pa. 15012

Name, Address, and Employer Identification Number of Vendor

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates for the exclusive use of a state or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here  and enter:

a. Invoice or delivery ticket number \_\_\_\_\_

b. Number of gallons \_\_\_\_\_

2. If this is a certificate covering all purchases under a specified account or order number, check here  and enter:

a. Effective date 01/01/24

b. Expiration date 12/31/24  
(period not to exceed 1 year after effective date)

c. Buyer's account or order number \_\_\_\_\_

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer acknowledges that it has not and will not claim any credit or payment for the diesel fuel or kerosene to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

\_\_\_\_\_  
Printed or typed name of person signing

\_\_\_\_\_  
Title of person signing

\_\_\_\_\_  
Name of Buyer

\_\_\_\_\_  
Employer identification number

\_\_\_\_\_  
Address of Buyer

\_\_\_\_\_  
Signature and date signed

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL

ORGANIZATION USE

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Guttman Energy, DBA Guttman Oil Company

25-0956510

200 Speers Street

Belle Vernon, Pa. 15012

Name, address, and employer identification number of ultimate vendor

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury:

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

For the exclusive use of a state or local government; or

For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

This is a single purchase certificate:

1. \_\_\_\_\_ Invoice or delivery ticket number

2. \_\_\_\_\_ Number of gallons

This is a certificate covering all purchases under a specified account or order number:

1. Effective date 01/01/24

2. Expiration date 12/31/24 (period not to exceed 1 year after the effective date)

3. Buyer's account number \_\_\_\_\_

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Printed or typed name of person signing

Title of person signing

Name of Buyer

Employer identification number

Address of Buyer

Signature and date signed



**Dave Hardy**  
Secretary of Revenue

**Matthew Irby**  
State Tax Commissioner

**STATE TAX DEPARTMENT**

---

November 28, 2023

ALL COUNTY COMMISSIONS  
ALL MUNICIPALITIES  
ALL COUNTY BOARDS OF EDUCATION  
STATE OF WEST VIRGINIA

West Virginia Code § 11-1C-8, as amended in 1998, authorizes the assessor to receive up to 2% of the previous year's projected tax collections. This money is to be used for the purpose of maintaining current valuations and performing periodic reevaluation of property.

In order to receive these funds, the assessor is required to prepare a budget detailing the proposed use of the money and submit the budget to the Property Valuation Training and Procedures Commission (PVC) by December 15<sup>th</sup> of each year. In addition, West Virginia Code § 11-1C-8 requires that a copy of the projected budget and justification is to be sent to the county commission, board of education, and all municipalities in the county. The PVC has directed the Property Tax Division to provide each entity with a copy of their assessor's proposed budget and justification. As of the date of this letter, neither the Property Tax Division nor the State Auditor's Office has reviewed the enclosed budget request. The levying body may present written evidence showing that a lesser amount than the amount requested by the assessor would be adequate. Written evidence to this effect should be submitted to the Property Tax Division on or before January 15, 2024. This information may be emailed to [Christina.L.Turley@wv.gov](mailto:Christina.L.Turley@wv.gov).

The PVC will meet January 25, 2024, and during that time we will review the Proposed Budget Document. Prior to January 31, 2024, the PVC must approve a percent that the assessor will receive from your property tax levies for the upcoming fiscal year.

After the PVC has approved a percent for each county assessor, the percent will be certified to the State Auditor's Office. Each county sheriff and levying body will be notified of the amount due from his or her property tax levies for the 2024-2025 Fiscal Year. The percent so certified should be used to calculate the property tax levy rate and to complete the levy page of the entity's budget.



If you have any questions or need clarification regarding the enclosed budget request, you may contact your county assessor or me at 304-558-0785.

Sincerely,

A handwritten signature in black ink that reads "Deanna Sheets". The signature is written in a cursive style with a large initial "D" and "S".

Deanna Sheets, Chairman

Property Valuation Training and Procedures Commission

Enclosure

**PROPERTY VALUATION TRAINING  
AND PROCEDURES COMMISSION**

Pursuant to West Virginia Code § 11-1C-8 (b)

**Budget Documentation in Support  
of Request for Valuation Funds**

**PROPOSED VALUATION FUND BUDGET**

**LEWIS COUNTY, WEST VIRGINIA**

**Fiscal Year 2024 - 2025**

**SUMMARY OF CONTENTS**

Declaration of Need - Submission Page.....	Page 1
Projected Revenue - Valuation Fund.....	Page 2
Projected Expenditure Schedule - Valuation Fund.....	Pages 3 - 6
Summary.....	Page 7
Justification.....	Pages 8 - 9
Staffing / Funding.....	Pages 10 - 11

DECLARATION OF NEED

SUBMISSION PAGE


I, John L Breen Assessor of Lewis County, West Virginia, hereby declare that my valuation fund needs for the Fiscal Year 2024 - 2025 will be 2.00% (enter percent) of the total proceeds from the regular levies of the county commission, county school board, and municipalities within the county.

This document and the attached written justification represents my projected expenditure budget for my valuation fund for the ensuing fiscal year as required to be submitted no later than December 15 each year by Section 8(b), Article 1C, Chapter 11 of the West Virginia Code. The following represents the number of real estate accounts and personal property

accounts within LEWIS County.

<u>Real Property</u>	<u>Personal Property</u>	<u>Grand Total</u>
Total Accounts: <u>39,832</u> (Real Property)	Total Accounts: <u>10,362</u> (Per. Property)	Accounts: <u>50,194</u> (Real & Per. Property)

Respectfully Submitted:

  
\_\_\_\_\_  
Signature of Assessor  
12-12-23  
\_\_\_\_\_  
Date

PROJECTED REVENUE - VALUATION FUND  
FISCAL YEAR 2024 - 2025

I. FUND BALANCES PROJECTED TO BE CARRIED FORWARD ON JULY 1 OF THE FISCAL YEAR

A. PROJECTED FUND BALANCE AS OF July 1, 2024

(299)	Checking Account Balance June 30, 2024	<u>\$145,000</u>
(299)	Money Market Account	<u>\$0</u>
(299)	Certificates of Deposit	<u>\$0</u>

B. OTHER AMOUNTS OWED VALUATION FUND

(331)	Projected County Clerk's Earnings July 1, 2024 to June 30, 2025	<u>\$7,000</u>
(336)	Projected Map Sales Revenue July 1, 2024 to June 30, 2025	<u>\$500</u>
(365)	Projected Interest Earned July 1, 2024 to June 30, 2025	<u>\$1,800</u>
SUBTOTAL: PROJECTED FUND BALANCE AND OTHER REVENUES		<u>\$154,300</u>

II. PROJECTED PROCEEDS FROM THE REGULAR LEVY

		PROJECTED TAX PROCEEDS FY 2024 - 2025	PERCENT* OF LEVY REQUESTED: <u>2.00%</u> (PERCENT)
(380)	COUNTY COMMISSION	<u>\$4,454,470</u>	<u>\$89,089</u>
(380)	SCHOOL BOARD	<u>\$5,918,528</u>	<u>\$118,371</u>
(380)	COUNTY MUNICIPALITIES	<u>\$512,131</u>	<u>\$10,243</u>
TOTAL		<u>\$10,885,129</u>	
(380)	SUBTOTAL: REVENUE PROJECTED FROM LEVY		<u>\$217,703</u>
GRAND TOTAL OF REVENUES "I" & "II"			<u>\$372,003</u>

\* Percent of levy requested may not exceed two percent (2%).

**PROJECTED EXPENDITURE SCHEDULE - VALUATION FUND**  
**FISCAL YEAR 2024 - 2025**

Object No.	No. of Employees	Personal Services	Valuation Fund	
		Personnel - Salaries & Wages	Projected FY24-25	Budgeted FY23-24
(103)		Chief Deputy @	\$17,000	\$0
(103)		Appraisers @	\$53,000	\$51,000
(103)		Mappers @		
(103)		Field/Data Asst. @	\$26,000	\$18,000
(103)		Office Staff @	\$37,000	\$36,000
(103)		Computer Clerks @	\$27,000	\$40,000
(103)		Other (Describe): @		
		@		
		@		
(103)		<b>SUBTOTAL</b>	<b>\$160,000</b>	<b>\$145,000</b>
<b>BENEFITS</b>				
(104)		FICA	\$13,000	\$12,000
(105)		GROUP INSURANCE	\$46,000	\$46,000
(106)		RETIREMENT	\$19,000	\$15,000
(108)		OVERTIME	\$6,000	\$6,000
(109)		EXTRA HELP	\$8,000	\$5,000
		OTHER: (DESCRIBE AND INDICATE OBJECT NO.)	\$0	\$0
			<b>\$92,000</b>	<b>\$84,000</b>
<b>SUBTOTAL: PERSONAL SERVICES</b>			<b><u>\$252,000</u></b>	<b><u>\$229,000</u></b>

PROJECTED EXPENDITURE SCHEDULE - VALUATION FUND (cont.)  
FISCAL YEAR 2024 - 2025

Object No.	Contractual Services	Valuation Fund	
		Projected FY24-25	Budgeted FY23-24
(211)	TELEPHONE	\$1,000	\$1,000
(212)	PRINTING (INCLUDING COMPUTER RUNS) DESCRIBE:		
(213)	UTILITIES		
(214)	TRAVEL EXPENSES	\$3,500	\$3,500
(216)	MAINTENANCE & REPAIR - EQUIPMENT	\$2,500	\$2,500
(217)	MAINTENANCE & REPAIR - AUTO & TRUCKS	\$2,500	\$3,500
(218)	POSTAGE	\$1,000	\$900
(219)	BUILDING/EQUIPMENT RENTS		
(220)	ADVERTISING/LEGAL PUBLICATIONS	\$4,000	\$3,000
(221)	TRAINING AND EDUCATION	\$3,500	\$2,500
(222)	DUES AND SUBSCRIPTIONS		
(223)	PROFESSIONAL SERVICES	\$20,000	\$15,000
(224)	AUDIT COSTS		
(226)	INSURANCE AND BONDS (INCLUDING WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION)	\$10,000	\$20,000
(230)	CONTRACTED SERVICES	\$25,000	\$20,000
	OTHER: (DESCRIBE AND INDICATE OBJECT NO.)		

**SUBTOTAL: CONTRACTUAL SERVICES** **\$73,000** **\$71,900**

**PROJECTED EXPENDITURE SCHEDULE - VALUATION FUND (cont.)  
FISCAL YEAR 2024 - 2025**

Object No.	Commodities	Valuation Fund	
		Projected FY24-25	Budgeted FY23-24
(341)	MAPPING AND APPRAISAL SUPPLIES/MATERIALS	\$9,000	\$8,168
(343)	AUTOMOBILE SUPPLIES	\$3,000	\$3,000
(345)	UNIFORMS		
(353)	COMPUTER SOFTWARE	\$8,000	\$4,000

**SUBTOTAL: COMMODITIES** **\$20,000** **\$15,168**

Object No.	Capital Outlay	Valuation Fund	
		Projected FY24-25	Budgeted FY23-24
(459)	EQUIPMENT FOR PURCHASE THIS FISCAL YEAR (2024-25)		
	DESCRIBE: Still waiting on field units	\$6,000	\$8,000
	MONIES SET ASIDE FOR CAPITAL PURCHASE OF EQUIPMENT IN FUTURE YEARS (DESCRIBE) FOR PURCHASE OF: _____ _____		
	TOTAL PROJECT COST \$ _____		
(459)	AMOUNT TO BE SET ASIDE FY2024-25	\$18,000	\$20,000
(459)	AMOUNT SET ASIDE IN PAST YEARS		

**SUBTOTAL: CAPITAL OUTLAY** **\$24,000** **\$28,000**

Object No.	Contingencies	Valuation Fund	
		Projected FY24-25	Budgeted FY23-24
(699)			
	THE PROPERTY VALUATION TRAINING AND PROCEDURES COMMISSION HAS APPROVED AN AMOUNT, IF NECESSARY, OF UP TO 3% OF YOUR TOTAL EXPENDITURE BUDGET	\$3,003	\$3,000

**SUBTOTAL: RESERVED FOR CONTINGENCIES** **\$3,003** **\$3,000**

PROJECTED EXPENDITURE SCHEDULE - VALUATION FUND (cont.)

FISCAL YEAR 2024 - 2025

Object No.	ASSESSOR CAPITAL PROJECTS	Valuation Fund	
		Projected FY 24-25	Budgeted FY 23-24
(966)	GIS CAPITAL PROJECT		
(977)	OTHER CAPITAL PROJECTS		
	PLEASE DESCRIBE:		
1	\$ _____ for _____		
2	\$ _____ for _____		
3	\$ _____ for _____		

**SUBTOTAL: CAPITAL PROJECTS**

\$0

\$0



SUMMARY

SUMMARY OF PROJECTED EXPENDITURES

(101 - 110)	PERSONAL SERVICES (SUBTOTAL PAGE 3)	<u>\$252,000</u>
(211 - 240)	CONTRACTUAL SERVICES (SUBTOTAL PAGE 4)	<u>\$73,000</u>
(341 - 353)	COMMODITIES (SUBTOTAL PAGE 5)	<u>\$20,000</u>
(459)	CAPITAL OUTLAY (SUBTOTAL PAGE 5)	<u>\$24,000</u>
(699)	CONTINGENCIES (SUBTOTAL PAGE 5)	<u>\$3,003</u>
(966 - 977)	CAPITAL PROJECTS (SUBTOTAL PAGE 6)	<u>\$0</u>
		\$372,003
GRAND TOTAL: TOTAL OF PROJECTED EXPENDITURES TO BE MADE FROM VALUATION FUND FOR THE ENSUING FISCAL YEAR 2024 - 2025		<u><u>\$372,003</u></u>

NOTE: PROJECTED REVENUES (PAGE 2) AND EXPENDITURES MUST BALANCE

\_\_\_\_\_ APPROVED \_\_\_\_\_% \_\_\_\_\_ APPROVED WITH ADJUSTMENTS \_\_\_\_\_%

\_\_\_\_\_  
*SIGNATURE*

PROPERTY VALUATION TRAINING  
AND PROCEDURES COMMISSION

\_\_\_\_\_  
DATE

**JUSTIFICATION**

The following information **MUST** be included in your justification:

1. A detailed explanation justifying your need for the percent requested.
2. A detailed explanation of your carryover from last year (if any).

Carryover from last year will be used in purchasing the new car that we have tried for the past two years with no luck in obtaining a new vehicle due to shortages. Money set aside will include a flyover as we have done in the past every two years. We are skipping a year due to the higher costs of the flight. In 2023, I appointed a Chief Deputy and increased his salary. Now we are seeing the rising costs of Health Insurance. Money set aside for vehicle purchase in 2026. Some renovations to Assessor's Office for the 2025 year.

**Employees Paid Solely From General Fund**

Employee Name:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Employees Paid Solely From Valuation Fund (provide total annual salary)**

Employee Name and Annual Salary:

Employee Name and Annual Salary:

Harrison T Brandon 34,420

Stewart Martha 25,500

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



Lewis County Commission  
Commission Employee Vacation/Sick Leave Request Form

I, Ricky E Stoot, hereby request the following day(s) off:

List day and date (Ex: Monday, May 2, 2005) for each day off. Please indicate if leave involves any Courthouse holidays.

WED JAN 3 2024

DEMOISE - EYE APPOINTMENT MORGANTOWN

Time off is to be taken from (circle one):      Annual Leave      Sick Leave      Comp Time

Ricky E Stoot      12-22-2023  
Employee Signature      Date

\_\_\_\_\_  
Supervisor Signature      Date

\_\_\_\_\_  
Commission Approval      Date

LEWIS COUNTY COMMISSION  
Commission Employee Vacation/Sick Leave Request Form

I, Sherry Rogers, hereby request the following day(s)  
off:

List day and date(Ex.: Monday, May 2, 2005) for each day off. Please indicate if leave involves any Courthouse holidays.

December 11, 2023  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time off is to be taken from(circle one): Annual Leave  Sick Leave  Comp time

Sherry Rogers  
Employee Signature

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission Approval

\_\_\_\_\_  
Date