



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 262817

Doc Description: Printing of GOLDENSEAL Magazine

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-14	2016-11-15 13:30:00	CRFQ 0432 DCH1700000007	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

The Chapman Printing Company
 3000 Washington Street West
 Charleston, WV 25387
 Phone: 304-341-0676 - Fax: 304-341-0688

11/04/16 13:48:16
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

550717455

DATE

11/2/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish an open-end printing services contract for the quarterly publication of GOLDENSEAL Magazine.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Offset industrial printing services				

Comm Code	Manufacturer	Specification	Model #
73151904			

Extended Description :
Offset industrial printing services

DCH170000007	Document Phase Final	Document Description Printing of GOLDENSEAL Magazine	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0300	CHARLESTON	WV 25305-0300
US		US	

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DCH170000007	Document Phase Draft	Document Description Printing of GOLDENSEAL Magazine	Page 3
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 3, 2016 at 9:00 AM EST.

Submit Questions to: Michelle Childers, Senior Buyer
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: michelie.l.childers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: *yes*
 BUYER: *Michelle L. Childers*
 SOLICITATION NO.: *0432 - DCH 1700000007*
 BID OPENING DATE: *11-15-16*
 BID OPENING TIME: *13:30*
 FAX NUMBER: *304 341 0684*

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 15, 2016 at 1:30 PM EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on receipt of a Notice to Proceed letter and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twenty four (24) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00

for each calendar day for failure to meet the specified deadline for delivery of GOLDENSEAL Magazine on the mailing day. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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Quarterly Publication: GOLDENSEAL Magazine

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish an open-end printing services contract for the quarterly publication of GOLDENSEAL Magazine.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the providing of Printing, Binding, and Mailing services for 10,500 magazines of approximately seventy-two (72) pages as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Goldenseal magazine”** means the magazine of West Virginia traditional life and is produced by the Division of Culture and History. Stories are recollections of West Virginians living throughout the state.
 - 2.5 **“Perfect Bound”** means a binding method where the pages and cover are glued together at the spine with a strong yet flexible thermal glue. The other three sides of the book are then trimmed as needed to give them clean “perfect” edges.
 - 2.6 **“CASS”** means Coding Accuracy Support System, a certification system from the United States Postal Service for address validation.
 - 2.7 **“Zip-plus-4”** means an expanded ZIP Code system, deployed by United States Postal Service that uses the basic five-digit code plus four additional digits to identify a geographic segment within the five-digit delivery area
 - 2.8 **“PAVE”** means a United States Postal Service program designed in cooperation with the mailing industry to evaluate presort software and determine its accuracy in sorting address files according to DMM standards.
 - 2.9 **“DMM”** means *Domestic Mail Manual*, published standards provided by the United States Postal Service.

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3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. Vendor must have five (5) years' experience in the magazine printing business.
- 3.2. Prior to Award, the successful Vendor must provide for inspection three to five printed magazine samples published within the past five (5) years.
- 3.3. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.
- 3.4. Vendor must represent that they have inspected sample issues of GOLDENSEAL and through the sample issue inspection, understand the production, printing, and assembly standards of quality for the Publication. A copy of the magazine may be reviewed as Exhibit "B" on the wvOASIS VSS or obtained for inspection by contacting the Buyer: Michelle.L.Childers@WV.Gov before: 10/27/2016, Exhibit "B".
 - 3.4.1. Failure to meet the minimum standards, as determined by the Editor upon delivery of each issue, will result in a negotiated discount of the total invoice, refused delivery, or if negotiations are unsuccessful, the imposition of Liquidated Damages in the amount of two hundred dollars \$200.00 per calendar day and/or cancellation of this contract.

4. MANDATORY REQUIREMENTS:

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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Quarterly Publication: GOLDENSEAL Magazine

4.1.1 PRODUCTION: Vendor shall print magazine using four (4) color commercial sheet-fed offset presses on all cover and text pages.

4.1.2 PAPER

4.1.2.1 COVER PAPER: Cover Stock, 100 #, coated both sides, with a final trim size of 8-1/2 inches by 11 inches, subject to approval of the Editor.

4.1.2.1.1 Front and back inner and outer covers to be coated with a water based aqueous coating, except for the area on back cover where address is printed, if necessary. Editor will select a matte or semi-gloss finish for each magazine issue.

4.1.2.2 TEXT PAPER: Seventy Two (72) book pages, 80#, semi-gloss text, with a final trim size of 8-1/2 inches by 11 inches, subject to the advance approval of Editor. **NOTE:** In their bid:

4.1.2.2.1 Vendor shall provide as an option cost per signature for additional pages added to the magazine above the Seventy Two (72) per issue specified above.

4.1.2.3 PAPER SUBSTITUTIONS: Editor requires 30-days prior advance written notice, by the Vendor, of paper substitutions and such written notice must be accompanied by printed samples of proposed substitute paper stock, subject to Editor's written approval.

4.1.3 INK

4.1.3.1 COVER: Front and back inner and outer covers to be four-color process with a water based aqueous coating as specified in Section 4.1.2.1.1 above, full bleed off all four (4) sides.

4.1.3.2 TEXT PAGES: Seventy-two (72) text pages to be four (4) color process throughout; halftone and screen bleeds off one (1) to four (4) sides throughout.

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Quarterly Publication: GOLDENSEAL Magazine

4.1.3.2.1 Vendor shall provide, as an option, decreases in Four-color pages per Eight (8) page signature, at price specified.

4.1.4 **COMPOSITION:** Typesetting, layout, and design to be provided to the Vendor as digital files by the Editor. These files will be provided to the Vendor on recordable storage media, or directly uploaded to the Vendor's website via the Internet.

4.1.4.1 All original copy, art, photos, computer disks or other electronic storage media are the property of GOLDENSEAL and must be returned promptly, at printer's expense.

4.1.5 **PROOFS:** The printer must provide high-resolution, color-accurate hard copy proofs demonstrating color separation and registration in accurate approximation of final printed magazine to the Editor and Designer for written final approval by the Editor, GOLDENSEAL Magazine.

4.1.6 **EDITORIAL ALTERATIONS:** During the final proof stage of magazine production, Editor reserves the right to make minor Editorial changes on up to twenty (20) pages of text at no additional charge. These may include changes in the use of Process colors, text ink colors, single character or single word text changes, photo trapping adjustments, minor corrections to the positioning of graphic elements, but excludes prepress corrections which printer must address at their expense.

4.1.6.1 Upon written approval by Editor, major corrections may be billed at the printer's actual hourly cost and must be itemized on the invoice for each specific instance. Major corrections include photo substitutions, extensive text revisions, page redesigns.

4.1.7 **BINDING:** The Magazine is to be Perfect Bound (cover must be scored).

4.1.8 **COUPON INSERT:** Coupon design to be provided, by the Editor, for each of four (4) issues covered by the Contract.

4.1.8.1 Print coupon insert front and back in black ink on 75 #, white return postcard, trimmed to 8-½" x 7", perforated and scored, bound into magazines, one each.

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4.1.9 MAILING: Magazines to be labeled, sorted, and delivered to the Charleston Post Office by printer according to standard postal regulations and within normal postal hours.

4.1.9.1 The Editor will supply the mailing list directly via e-mail or by the recordable storage media. The GOLDENSEAL mailing list is the confidential and exclusive property of GOLDENSEAL magazine and is to be used only as authorized by the Editor.

4.1.9.2 Postage for the publication will be paid directly to the United States Postal Service by the West Virginia Division of Culture and History and will not be the responsibility of the Vendor.

4.1.9.3 The printer must provide advanced Zip-plus-4 sortation plus delivery-point bar code according to United States Postal Service second class/periodicals regulations, using CASS (Coding Accuracy Support System) and PAVE (Pre-sort Accuracy Verification) certified software. The ability to provide advanced mailing services is essential to this contract.

4.1.10 Vendor must receive approval from the Editor before delivering the magazines that are to be mailed to the post office. All freight charges to be borne by Vendor and are to be captured within the Vendor's submitted price..

4.1.11 UNMAILED COPIES: All un-mailed copies must be packed in boxes weighing a maximum of twenty five (25) pounds each and labeled for contents and quantity.

4.1.11.1 Printer must deliver the unmailed boxed copies of GOLDENSEAL to the Culture Center, 1900 Kanawha Boulevard East, Charleston, WV. All freight charges to be borne by Vendor.

4.1.12 PRODUCTION TIME:

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4.1.12.1 Production schedule to be agreed upon between Editor and Vendor, consistent with keeping GOLDENSEAL on schedule for publication in early March, early June, early September and early December.

4.1.12.2 Total production time for each issue not to exceed twenty one (21) calendar days from delivery of design and art through date of mailing and delivery of all un-mailed copies to GOLDENSEAL office.

4.1.13 **SUBCONTRACTORS:** Subcontracting all or part of this contract is prohibited, except by advance written approval of the Editor.

5. CONTRACT AWARD:

5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 **Pricing Page:** Vendor should complete the Pricing Page by completely filling out *Exhibit "A" Pricing Page*, following the directions in the Exhibit, Vendor should complete the Pricing Page in full as failure to complete the Pricing Pages in its entirety may result in Vendor's bid being disqualified.

Vendor's who wish to respond to a Centralized request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Pages that are attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: michelle.l.childers@wv.gov

6. ORDERING AND PAYMENT:

6.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has

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the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Agency shall pay upon the tendering of an itemized invoice, per completed magazine issue as detailed on the Pricing Pages, for all Contract Services performed and accepted under this Contract.

7. Delivery and Returns:

- 7.1 Delivery Time:** Vendor shall deliver standard orders within twenty-one (21) calendar days after orders are received. Vendor shall deliver emergency orders within twenty-one (21) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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8. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
9. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid; but such costs will not be paid by the Agency separately.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.
11. **VENDOR DEFAULT:**
- 11.1. The following shall be considered a vendor default under this Contract.
 - 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2. Failure to comply with other specifications and requirements contained herein.
 - 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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11.1.4. Failure to remedy deficient performance upon request.

11.2. The following remedies shall be available to Agency upon default.

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

12.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

12.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Larry B. Martin

Telephone Number: 740-350-5748

Fax Number: 304-341-0688

Email Address: Lmartin@Champion-Industries.com

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EXHIBIT "A" - PRICING PAGE

Vendor shall provide the pricing for the publication of GOLDENSEAL Magazine in accordance with the specifications and the terms and conditions stated herein.

- a. One (1) issue of 10,500 copies of GOLDENSEAL, as specified: \$ 12,959⁰⁰
- b. 10,500 coupon inserts per issue as specified: \$ 399⁰⁰
- Add a. and b. above and multiply by four (4) for BASE BID*
- BASE BID GOLDENSEAL Magazine: \$ 13,358⁰⁰

(Per issue Editorial additions or subtractions to items a. and b. of GOLDENSEAL Magazine)

- c. Additional Copies: per 500: \$ 794⁰⁰
- d. Decrease Copies: Per 500: \$ - 294⁰⁰
- e. Additional coupon inserts: Per 500: \$ 18,98
- f. Decrease coupon inserts: Per 500: \$ - 18,98
- g. Increase number of pages per one signature: (4 pages): \$ 849⁰⁰
- h. Decrease pages per one (1) eight (8) page signature in text (total sixty four (64) pages): \$ - 1694⁰⁰
- i. Decrease four (4) color process per one (1) eight (8) page signature on text pages: \$ - 964⁰⁰ - Decrease to 2/c
\$ - 1445⁰⁰ - Decrease to 1/c
- l. Hourly fee that the Vendor will charge for major changes or minor changes due to editorial alterations on any pages over (20) \$ 51⁰⁰

EACH ISSUE OF THE MAGAZINE WILL BE PAID AT THE BASE PRICE ADJUSTED ACCORDING TO THE ITEMIZED PRICING SCHEDULE IN THIS, EXHIBIT "A".

END OF EXHIBIT "A".

Rev. 04/14

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: The Chapman Printing Co.

Signed: [Signature]

Date: 10-25-16

Title: Account Mgr.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Larry M. Martin Account Mgr.
(Name, Title)

Larry M. Martin Account Mgr.
(Printed Name and Title)

3000 Washington St W.
(Address)

304-341-0674
(Phone Number) / (Fax Number)

L.Martin@Champion-Industries.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

The Chapman Printing Co.
(Company)

Larry M. Martin Account Mgr.
(Authorized Signature) (Representative Name, Title)

Larry M. Martin Account Mgr.
(Printed Name and Title of Authorized Representative)

10-25-16
(Date)

304-341-0674
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: The Chapman Printing Co.

Authorized Signature: [Signature] Date: 10-25-16

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of NOVEMBER, 2016

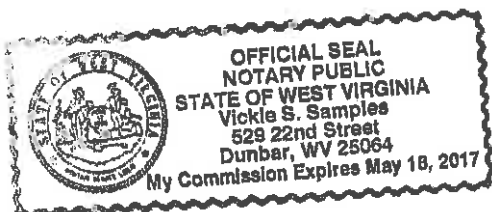
My Commission expires 5-18, 2017

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



Goldensen

Exhibit "B"

Goldenseal Magazine

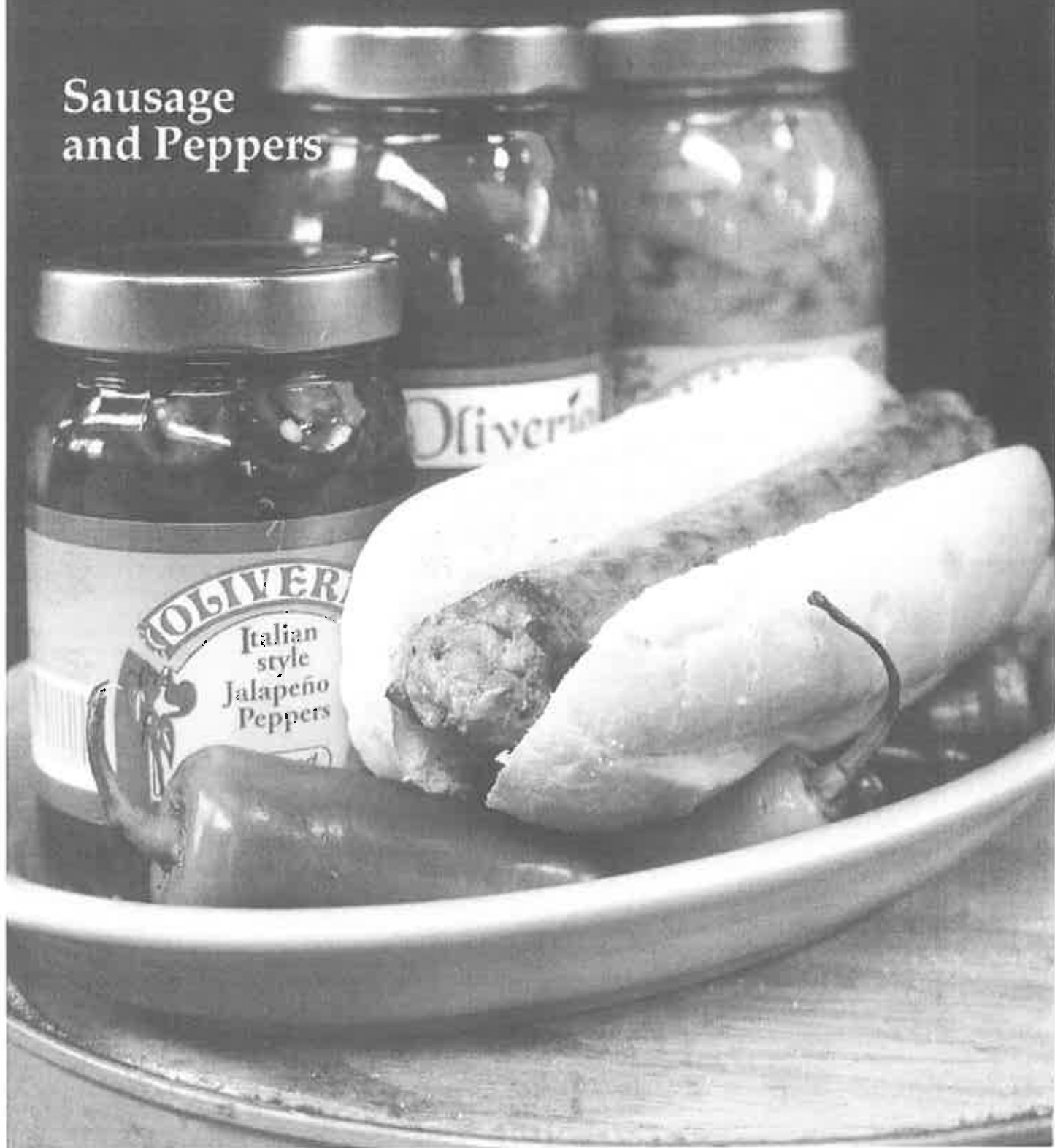
WEST VIRGINIA FOOD HERITAGE

Goldenseal

West Virginia Traditional Life

Spring 2015 \$5.95

Sausage
and Peppers



Folklife • Fairs • Festivals 2015

GOLDENSEAL'S "Folklife • Fairs • Festivals" calendar is prepared three to six months in advance of publication. The information was accurate as far as we could determine at the time the magazine went to press. However, it is advisable to check with the organization or event to make certain that the date or location has not been changed. The phone numbers given are all within the West Virginia (304) area code unless otherwise noted. Information for events at West Virginia State Parks and other major festivals is also available by calling 1-800-CALL-WVA. An online version of this list, which includes links to many of the events, is posted on our Web site at www.wvculture.org/goldenseal/flist.html

March 13-15	George Washington's Bathtub Celebration Berkeley Springs (1-800-447-8797)	May 22-24	39 th Vandalia Gathering State Capitol Complex/Charleston (558-0162)
March 14	29 th Annual Irish Heritage Festival Pipestem Resort State Park (466-1800)	May 22-25	River City Festival of the Arts Rowlesburg (329-1240)
March 14-15	Irish Spring Festival Ireland (452-8952)	June 4-6	53 rd Annual Calhoun County Wood Festival Grantsville (354-9725)
March 20-22	Upper Potomac Spring Dulcimer Festival Shepherdstown (263-2531)	June 5-6	Pine Bluff Festival Pine Bluff (592-1189)
March 20-22	16 th Annual Sisters Fest Sistersville (532-8403)	June 6	Bramwell Spring Home Tour Bramwell (248-6381)
March 21	Festival of Nations Weirton (479-7266)	June 6	Mountain Music Festival Caretta (875-8418)
March 21-22	31 st W.Va. Maple Syrup Festival Pickens (924-5509)	June 6	PattyFest Fairmont (641-2376)
April 11	67 th Annual Quartets on Parade Wardensville (674-3951)	June 6-7	Steam Weekend Cass Scenic Railroad State Park (456-4300)
April 11-12	Wildwater River Festival Webster Springs (847-2145)	June 12-13	13 th Annual St. Spyridon Greek Festival Clarksburg (203-2257)
April 12	Lewisburg Chocolate Festival Lewisburg (1-866-702-1364)	June 13-14	Ronceverte River Festival Ronceverte (647-3825)
April 18	Scottish & Celtic Heritage Festival Parkersburg (488-8009)	June 16-20	W.Va. Coal Festival Mauison (369-9118)
April 18	77 th Feast of the Ramson Richwood (346-6790)	June 18-20	W.Va. Quilt Festival Summersville (775-5019)
April 24-26	23 rd Spring Mountain Festival Pettersburg (257-2722)	June 18-21	W.Va. State Folk Festival Glenville (462-5000)
April 25	Helvetia Ramp Dinner Helvetia (924-6435)	June 19-20	Hatfield-McCoy Reunion Festival Matewan (426-4092)
May 1-5	13 th Scottish Heritage Festival & Celtic Gathering Bridgeport (842-0370)	June 19-21	Mid-Ohio Valley Multi-Cultural Festival Parkersburg (428-5554)
May 2	Cheat River Festival Albright (329-3621)	June 19-21	Old Central City Days Festival West Huntington (544-4860)
May 2	20 th Annual W.Va. Marble Festival Cairo (740-568-8014)	June 19-28	FestivALL Charleston (470-0189)
May 2	Heritage Farm Spring Festival Huntington (522-1244)	June 20	W.Va. Day Celebration Elennerhasset Island Historical State Park (420-4800)
May 2-3	SpringFest Franklin (558-3684)	June 24-27	35 th Music in the Mountains Bluegrass Festival Summersville (706-864-7203)
May 2-3	Antique Steam & Gas Engine Show Point Pleasant (675-5737)	June 26-28	18 th Annual Little Levels Heritage Fair Hillsboro (653-8563)
May 3-9	21 st Annual Bluegrass Festival North Bend State Park (643-2931)	June 27	South Branch Valley Bluegrass Festival Romney (822-7300)
May 9	St. Albans Founders Day St. Albans (395-0155)	June 27	Shepherdstown Street Fest Shepherdstown (1-855-787-3383)
May 9-10	Mother's Day Founder's Festival Webster (265-5549)	July 2-4	Mountain State Art & Craft Fair Cedar Lakes/Ripley (372-3247)
May 9-17	73 rd W.Va. Strawberry Festival Buchannon (472-9036)	July 2-4	Gassaway Days Gassaway (364-5111)
May 10	107 th Observance of Mother's Day Grafton (265-5549)	July 2-4	25 th Annual Point Pleasant Sternwheel Regatta Point Pleasant (593-2404)
May 15-17	Cass Railfan Weekend Cass Scenic Railroad State Park (456-4300)	July 8-12	48 th Annual Pioneer Days Marlinton (799-4452)
May 15-17	Siege of Fort Randolph Point Pleasant (675-7933)	July 11	New Deal Festival Arthurdale (864-2959)
May 21-23	Three Rivers Festival Fairmont (366-5084)	July 11	22 nd Wileyville Homecoming Wileyville (386-4537)
May 22-24	Webster County Woodchopping Festival Webster Springs (647-7666)	July 15-18	Durbin Days Durbin (1-800-336-7009)
May 22-24	Dandelion Festival White Sulphur Springs (536-5060)	July 18-25	71 st Annual W.Va. Poultry Festival Moorefield (530-2725)

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On the cover: Sausage and peppers represent West Virginia's food heritage. Photograph by Tyler Evert. Our stories begin on page 10.

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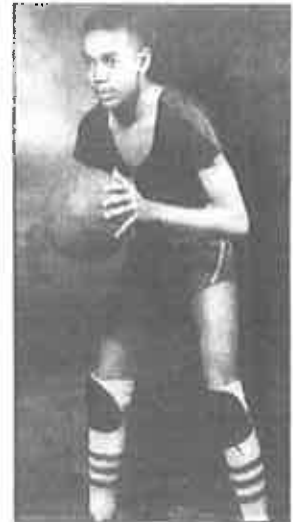
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Earl Ray Tomblin
Governor

Kay Goodwin
Secretary
Department of Education
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Randall Reid-Smith
Commissioner
Division of Culture and History

John Lilly
Editor

Kim Johnson
Circulation Manager

Karin Kercheval Design
Publication Design

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Correspondence to:
The Editor
GOLDENSEAL
The Culture Center
1900 Kanawha Blvd. East
Charleston, WV 25395-0900

Phone (304)558-0220
e-mail chgoldenseal@wv.gov
www.wvculture.org/goldenseal

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From the Editor

Lester McCumbers was as much a part of Calhoun County as the county was a part of him. He was born there on August 15, 1921, and died there on January 26, 2015. He married his wife, Lindy, there in 1937, and she and Lester had nine children there. At the time of her death in 2010, they had been married 73 years.

A few years ago, the post office at Nicut was closed and they routed Lester's mail through Kosedale, Braxton County. This made Lester mad! "I've been a Calhouner all my life," he complained. Though his mail now came through Braxton County, Lester remained firmly rooted in Calhoun.

A farmer and timber man, Lester was best known as a fiddler. He learned to play as a boy, and music was a big part of his life. "I just don't feel right if I don't play a tune or two every day," he told Kim Johnson in 2003. [See "Satisfaction in My Heart": Lester and Lindy McCumbers of Calhoun County," by Kim Johnson; Spring 2004.] He received the Vandalia Award in 2005.

Lester and Lindy were fixtures at folk and traditional music events across West Virginia, but they were hesitant to travel too far from home. In 2009 Lester was booked to play a music festival in Port Townsend, Washington, across Puget Sound from Seattle. As the date grew closer, Lester finally looked at a map and discovered just where he was going.

"That's clear across the continent — diagonal!" he hollered. He



Lester McCumbers. Photograph by Michael Keller.

refused to go, and never did set foot on an airplane.

Yet when he died, people from around the world mourned and paid their respects. A fiddler from Japan put together a tribute to Lester on the Internet, playing several of Lester's tunes in his honor. Remembrances and accolades came in from across the country and around the globe. You see, people loved Lester. Although he was a shy fellow and somewhat reticent in social situations, his music was broad and welcoming. And his impish smile could melt the ice off the North Pole.

So it was fitting that Calhoun County gave him a grand send-off when it finally came time to say good-bye. Hundreds of well-wishers gathered at the funeral home in Arnoldsburg. Some of the finest musicians in West Virginia lent their songs and tunes. Tears were shed, prayers were said, and Lester was laid to rest in a cemetery about a mile from his beloved Calhoun County home.

John Lilly

Letters from Readers

GOLDENSEAL welcomes letters of general interest from readers. Our address is The Culture Center, 1900 Kanawha Blvd. East, Charleston, WV 25305-0300. Published letters may be edited for brevity or clarity.

Hammons Family

December 17, 2014
Washington, D.C.

Editor:

We enjoyed Wayne Howard's article about the Hammonses of Pocahontas County [see "West Virginia's Hammons Family"; Winter 2014] and Gerald Milnes' nice piece about the Mintie and Currence Hammonds branch of the family in Randolph County [see "The Hammonds Family of Randolph County"; Winter 2014]. The stories bring back wonderful memories for us, and we appreciate the affection Wayne and Gerald bring to their topics. Wayne's article led us to reflect on working from 1970 to 1973 on the Hammons family albums released by the Library of Congress and Rounder Records. We'd like to adjust and correct the article's perspective on three points.

Wayne's essay seems to suggest that our project drew only on Dwight Diller's tapes, but in fact it cast a wider net. Dwight, who is featured in a companion piece in the same issue, [see "The Rhythm of Dwight Diller," by Allen Johnson] provided important contributions to our project. He not only introduced the family to a wider community (including us), but also did a great job recording the family's musical and spoken repertory. The narratives on his tapes provided the backbone for Carl's carefully assembled family history, published with the Library album. Regarding the recordings presented on the two albums, 25 were recorded by Alan and Carl together or by Alan alone, while 15 were recorded by Dwight and Carl together.

Wayne's recollection of Carl as Alan's assistant falls short of what was a genuine team effort. Alan



Durl Hammons plays the fiddle while Maggie Hammons Parker looks on. Photograph 1973 by Carl Fleischauer.

The Goldenseal Book of the West Virginia Mine Wars



The West Virginia Mine Wars were a formative experience in our state's history and a landmark event in the history of American labor. GOLDENSEAL has published some of the best articles ever written on this subject. In 1991, former editor Ken Sullivan worked with Pictorial Histories Publishing Company to produce this compilation of 17 articles, including dozens of historical photos.

Now in its fourth printing, the book is revised and features updated information. The large-format, 10½-page paperbound book sells for \$12.95, plus \$2 per copy postage and handling. West Virginia residents please add 6% state sales tax (total \$15.73 per book including tax and shipping).

I enclose \$ _____ for _____ copies of
*The Goldenseal Book of the
West Virginia Mine Wars.*

-or-

Charge my

VISA MasterCard

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Name _____

Address _____

Please make check or money order payable to GOLDENSEAL.

Send to:

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The Culture Center

1900 Kanawha Blvd. East

Charleston, WV 25305-0300

(304)558-0220



Mountains of Music: West Virginia Traditional Music from GOLDENSEAL gathers 25 years of stories about our state's rich musical heritage into one impressive volume. *Mountains of Music* is the definitive title concerning this rare and beautiful music — and the fine people and mountain culture from which it comes.

The book is available from the GOLDENSEAL Office for \$33.95, plus \$2 shipping per book; West Virginia residents please add 6% sales tax (total \$37.99 per book, including tax and shipping). Add *Mountains of Music* to your book collection today!

I enclose \$ _____ for _____ copies of *Mountains of Music*.

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Charge my

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Address _____

Please make check or money order payable to GOLDENSEAL.

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was then head of the Archive of Folk Song (now the Archive of Folk Culture) at the Library of Congress, while Carl worked at public television station WVU-TV, based at West Virginia University in Morgantown. Carl later came to work at the Library of Congress, but that was after this project had ended.

Why were there two albums? Wayne reports that it was “because the Library of Congress could not pay the Hammonses anything for their contribution,” but in fact all the performers were paid for appearing on both albums — the Library’s Archive of Folk Culture still has photocopies of the canceled checks for the honoraria paid to Maggie, Burl, and Sherman for the Library album. There were two main reasons for our planning twin publications. First, the Hammonses had given us an embarrassment of riches: more wonderful tunes and tales than the two LP’s in the Library boxed set could hold. Second, the Rounder album provided a nice way to shine a spotlight on Mose Coffman and Lee Hammons, friends of Burl, Maggie, and Sherman, and terrific musicians in their own right.

Twenty-five years later, we worked with Rounder Records to assemble their CD edition of the project’s two products. The added capacity of CD’s meant that all the recordings on the three Library and Rounder LP’s could be combined into the two-disc package Rounder published in 1998. The booklet was expanded to cover all the selections as well. We regret that this CD package is currently out of print. However, a free, downloadable version of the 77-page illustrated booklet for the original Library of Congress set, with the family history, notes on the musical selections, and numerous photographs, is available at this URL: www.loc.gov/folklife/IP/AFSL65andI.66_Hammons.pdf.

We’re grateful for GOLDENSEAL’s features on the Hammonses and Dwight Diller. The magazine is always a rich and stimulating guide to Mountain State traditional life. Keep up the great work!

Best wishes,

Alan Jabbour

Former director (retired) American Folklife Center

Library of Congress

Carl Fleischhauer

Project Manager, Office of Strategic Initiatives

Library of Congress

Thank you, Alan and Carl, for your contributions to our understanding and appreciation of the Hammonses and those who preserved and documented their stories, songs, and tunes. We are grateful, as well, for an illuminating letter. —ed.

Martinsburg Photograph

December 14, 2014

Wheatland, Wyoming

Editor:

I was given a subscription as a birthday gift a few years ago. A most enjoyable publication. Being born in Wood County in 1936, we moved to Ohio in 1941. I was sent to Nebraska in 1948.

Most of our parents’ families were still in the Parkersburg area, so we were frequently in the area. All of my aunts and uncles were burdened with my presence, as for some reason I spent summers with them.

A couple cousins and I, being close in age, have kept a corresponding relationship over the years, along with Mother’s youngest sister, who is still living.

The Martinsburg article intrigued me. [See “George Karos: Martinsburg’s Pharmacist Mayor,” by John Lilly; Winter 2014.] But the photo on page 28 caught my attention. The caption states, “Queen Street Martinsburg 1941.”

Observing the vehicles, these are post-war vehicles. Especially the fourth parked car and the car coming up the street. The car in the street appears to be a 1952 Ford. The fourth parked car appears to be a 1949-1950 Chevrolet. Difficult to really tell, but there were no blunt front grills on cars until the late 1940's. Interesting!

Love your publication for the human side of life and much of historical value. Loved the Under-slung car article [see "The Norwalk: Martinsburg's Motor Car," by Daniel Friend; Spring 2014] and the forming of the state and seceding from Virginia [see "Reliving History: Memories of a Civil War Reenactor," by Michael Sheets; Summer 2013].

Keep up the great coverage of people and events.
Floyd Ingold

Wood Gathering Day

January 13, 2015
Sterling, Colorado
Via email

Editor:

I am first cousin of Jack Furbee who wrote the article, "Wood Gathering Day" in the Winter 2014 issue. I am two years Jack's junior

and was born in the same house as was he.

I have not been aware of GOLDENSEAL in the past, but have now subscribed and will collect the magazine. The articles featured are simply wonderful, as was my cousin Jack's. I can report to you with certainty that truth, honesty, and humility do pervade the writings with intensity and depth. I see those traits within all the writings of GOLDENSEAL; I, for one, believe them to be priceless. Jack's education and life experience, together with the upbringing of his wonderful parents and greater family, shine through in his writings with illuminating clarity.

I wish you continued success with GOLDENSEAL and urge you to use the works of writers such as Jack Furbee. I look forward to future issues of GOLDENSEAL and the contributions of all the writers. It is thrilling to read these things of our roots and our wonderful state of West Virginia.

Sincerely,
William Furbee



Winter 2012 Issue

December 1, 2014
Hartville, Ohio
Editor:

I just have to commend you on your outstanding magazine. It covers the things that really matter: stories of the past, of the way things were, of the floods, and the people who make West Virginia what it is today.

I was born and raised in Martins Ferry, Ohio, right across the river from Wheeling. We vacation in West Virginia as often as we can. During the summer we were staying at a West Virginia state park and found many back issues of GOLDENSEAL. I am looking at the Winter 2012 issue with the story of Travelers Repose on the cover. [See "Sweet Repose in Bartow," by Carl E. Feather.] Magnificent writing!

Please do not ever change your magazine.
Barb Thomas

Thanks for writing, Barb. Not to worry -- we have no plans to change GOLDENSEAL as long as fine people like you continue to support it with your subscriptions and kind words.
—ed.



Queen Street in Martinsburg. Date unknown.

GOLDENSEAL Good-Byes

Arch Moore, the 28th and 30th governor of West Virginia, was born in Moundsville, Marshall County. He served in the U.S. Army during World War II and was awarded a Bronze Star and a Purple Heart. He became a lawyer in 1951 and was elected to the House of Delegates the following year. He served six terms in the House of Representatives before being elected governor in 1969. His initial two terms as governor were marked by advances in road construction, welfare, education, and mental health. He was elected to an unprecedented third term in 1985. After losing his bid for a fourth term, he was indicted on federal corruption charges in 1990 and eventually served 33 months in federal confinement. Moore died January 7 in Charleston. He was 91.



Arch Moore. Photograph courtesy of the West Virginia State Archives.



Ted Carter. Photograph by Carl E. Feather.



Andrew Gosline. Photograph by Carl E. Feather.



Doyle Kisner. Photograph by Carl E. Feather.

Harlan Page "Ted" Carter III, age 85, died April 28, 2014, at his beloved Everbreeze estate in Wheeling. A farmer and an educator, Ted was the fifth generation of his family to live at Everbreeze, which is one of the oldest working farms in Ohio County. Ted was a U.S. Air Force veteran of the Korean War, and taught biology and science at Warwood School, retiring from the Wheeling Park High School Counseling Department in 1989. He was involved with the West Virginia County and State Farm Bureau, the state 4-H camp at Jackson's Mill, and the restoration of Blaker Mill. Ted and his wife, Jeanne, were the subject of a story in our Fall 2013 issue titled, "Everbreeze: Life at an Ohio County Landmark," by Carl E. Feather.

Andrew Gosline, owner of the Berkeley Springs Castle in Berkeley Springs, Morgan County, died December 2, 2014. A Florida native, Andrew moved to Berkeley Springs when he purchased the historic Berkeley Castle in 2000. The century-old castle was featured on the cover of our Winter 2011 issue along with an article titled, "Berkeley Castle: Living in a Landmark," by Carl E. Feather. The castle was thought to have been fashioned as a half-scale replica of the Berkeley Castle in England and was first inhabited as a private residence in 1891. It later served as a tearoom, writer's retreat, and a summer camp for boys. Andrew Gosline lived there alone, along with his dog, and hosted an open house each year around Christmas. He was 74.

Doyle Kisner, 91-year-old clockmaker from Tucker County, died December 26, 2014. Born at Holly Meadows in 1923, Doyle was always adept with mechanical things, in spite of the loss of his right hand in a farming accident, rheumatoid arthritis in his left hand, and impaired vision in his left eye. Doyle built aircraft during World War II and later served in the Army Air Corps. After the war, Doyle took to farming. In 1969, he began building and repairing clocks, a hobby he continued for the rest of his life. Doyle also excelled at marquetry — the art of wooden inlay. In addition, he was once named West Virginia Beekeeper of the Year. He was the subject of a story titled, "Doyle Kisner: Tucker County's Single-Handed Clock Man," by Carl E. Feather; Winter 2010.

Current Programs • Events • Publications

GOLDENSEAL announcements are published as a service, as space permits. They are not paid advertisements, and items are screened according to the likely interests of our readers. We welcome event announcements and review copies of books and recordings, but cannot guarantee publication.

Food Events

The 31st annual Maple Syrup Festival will take place at Pickens, Randolph County, on March 21-22. Food is naturally at the center of this community event, held in one of the most remote and scenic parts of West Virginia. Pancake feeds take place at both the American Legion Hall and at the Pickens School. Food vendors sell maple products as well as other fresh food items, and the volunteer fire department sells hot dogs. Crafts, music, art displays, and other activities are scheduled as well. For more information, phone (304)924-5509 or visit <http://pickenswv.squarespace.com/maple-syrup-festival-schedule/>.



The Festival of Nations will take place March 21 in Weirton. Begun in 1934 by Weirton Steel as a way to recognize the 46 different ethnic groups who worked at the mill, the original Festival of Nations was held annually for 11 years. The festival was reintroduced in 2009, and ethnic food is an important part of the event as it occurs today. In recent years, foods from India, Italy, the United States, and Russia have been offered for sale. Ethnic display tables have included China, Greece, India, Italy, and Native Americans. Events are free of charge and will take place at the Weirton Area Museum and Cultural Center. For more information, call (304)479-7266 or visit www.weirtonmuseum.com.

Passover is a time of remembrance for people of the Jewish faith, and the Passover meal, called a seder, is a key component of this holy time of year. Commemorating the Biblical story of the deliverance of the Jewish people from slavery in Egypt, Passover will take place this year from the evening of April 3 through April 11. Elements of the seder include matzah (unleavened bread), bitter herbs, charoset (a mixture of apples, nuts, wine, and cinnamon), a roasted egg, a vegetable served with a bowl of salt water, and four glasses of wine or grape juice. Each element bears special significance related to the experiences of the Jewish people. Traditionally held in the home as a family meal, the seder is now often celebrated at the congregational level.

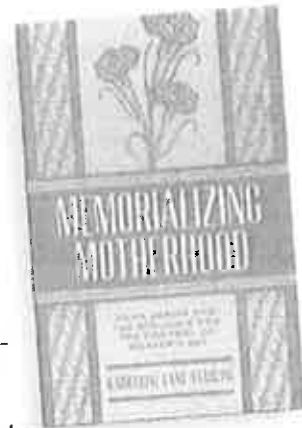
In West Virginia, Jewish congregations gather in several cities, including Charleston, Wheeling,

Huntington, Bluefield, Weirton, Parkersburg, and Morgantown. For additional information, call Temple Israel at (304)342-5852 or visit www.templeisraelwv.org.

Ramp dinners are a tradition, if an acquired taste, throughout Appalachia and across West Virginia. Wild ramps, a pungent harbinger of springtime, are enjoyed — abhorred by some — in many areas of the Mountain State with ramp dinners planned from late March through early May. The largest and best-known of these is the 77th annual Feast of the Ramson at Richwood, Nicholas County, scheduled for April 18 and beginning at 10:30 a.m. For general information on ramps or to learn about other ramp dinners, visit www.kingofstink.com.

Mother's Day Book

The second Sunday of May each year is set aside to celebrate Mother's Day, a tradition started in Grafton, Taylor County, by Anna Jarvis in 1908. This year Mother's Day will be observed on May 10. A new book from West Virginia University Press examines this unique holiday and the struggles that have surrounded it since its inception. Founder Anna Jarvis intended the day as a way to recognize the daily service and sacrifices of mothers within the



home. She staunchly opposed any commercialization of the day and stood firmly against rival holiday promoters, patriotic women's organizations, charitable foundations, public health reformers, and the federal government, all of whom sought to broaden the observance and promote a more modern view of women. This struggle for the control of Mother's Day proved costly and consuming for Jarvis.

Memorializing Motherhood, by Katharine Iene Antolini, is a 220-page hardbound edition that sells for \$27.99, plus in-state sales tax and shipping. For ordering information, visit www.wvupress.com or phone 1-800-621-2736.

Music Book Returns

Mountains of Music: West Virginia Traditional Music from Goldenseal, originally published in 1999 by the University of Illinois Press, is now back in print. The 231-page large-format book includes 25 articles from the pages of GOLDENSEAL, concerning 25 of the state's finest traditional and early country music artists and bands. Featured artists include fiddler Melvin Wine, banjo player Aunt Jennie Wilson, guitarist Blackie Cool, the Lilly Brothers band, fiddling U.S. Senator Robert C. Byrd, and others. Edited and compiled by GOLDENSEAL editor John Lilly, the book was released in conjunction with the magazine's 25th anniversary; *Mountains of Music* has been out of print until recently. For more information, see coupon on page 4.

Coal Heritage Travel Guide

West Virginia's southernmost counties share a history of coal mining and mining heritage. The National Coal Heritage Area Authority, based in Oak Hill, has produced an attractive new travel guide, intended to help tourists and local residents learn more about this heritage and get the most out of their visits to key locations in this re-



Melvin Wine. Photograph 1984, photographer unknown.

gion. The guide specifies 33 places in southern West Virginia that each played a role in America's transformation into a global industrial power during the decades following the Civil War, fueling steel mills and shipyards, powering railroads, and leading the way in the development of modern labor relations.

Four separate tours are offered, each with a map highlighting interesting stops along the way. Tours include the Coal Heritage Trail, The Road to Blair Mountain: The Struggle to Unionize the Southern West Virginia Coalfields, Moving the Coal: Southern West Virginia's Railroad History, and The Country Roads Scenic Byway.

The 33 places of interest are each pictured and described, along with tips about local attractions and relevant public events. Also included are a list of area Convention & Visitors Bureaus and computerized QR codes, which link to additional information.



The travel guide is free. Call (304)465-3720 or visit www.coalheritage.wv.gov.

Mine Wars Museum Opening

A new museum commemorating the West Virginia Mine Wars is slated to open in Matewan, Mingo County, on Saturday, May 16. The museum includes displays and information about the struggles labor leaders and union sympathizers experienced in their efforts to organize workers in the West Virginia coalfields during the early decades of the 20th century. Of special interest is the so-called Battle of Blair Mountain, the 1921 miners' march from Lens Creek, Kanawha County, to Blair Mountain in Logan County — said to be the largest armed insurrection in the nation's history since the Civil War.

The West Virginia Mine Wars Museum is located at 336 Mate Street in Matewan. For additional information, call Catherine Moore at (304)663-2202 or email wvminewarismuseum@gmail.com.

Locomotive Rehab

One of the most iconic steam locomotives used to haul coal in West Virginia is being refurbished and should be back in service hauling tourists next year. C&O No. 1309

was built in 1949 by Baldwin Locomotive Works and hauled coal in Logan County until 1956. No. 1309 is an immense machine and was the last steam locomotive Baldwin built for an American railroad. An H6 Mallet (pronounced "Mallay"), the nearly 100-foot-long locomotive was typical of hundreds used for heavy freight and coal service throughout West Virginia in the last days of steam-powered trains. Its compound cylinders used the steam twice for greater fuel efficiency. Its articulated frame allowed its driving wheels greater flexibility as the huge engine negotiated the tight curves and steep grades it encountered in southern West Virginia.

Western Maryland Scenic Railroad (WMSR) has acquired 1309 and is restoring it to running order. They hope to see it in operation on their Cumberland-to-Frostburg run in 2016, where it will be one of only a handful of similar locomotives in service throughout the world. It will be maintained at the WMSR shop in Ridgeley, Mineral County.

A sister H6 Mallet locomotive — No. 1308 — is on display at Ritter Park in Huntington.

For more information about locomotive No. 1309, visit www.movingfullsteamahead.com or call 1-800-Train50.

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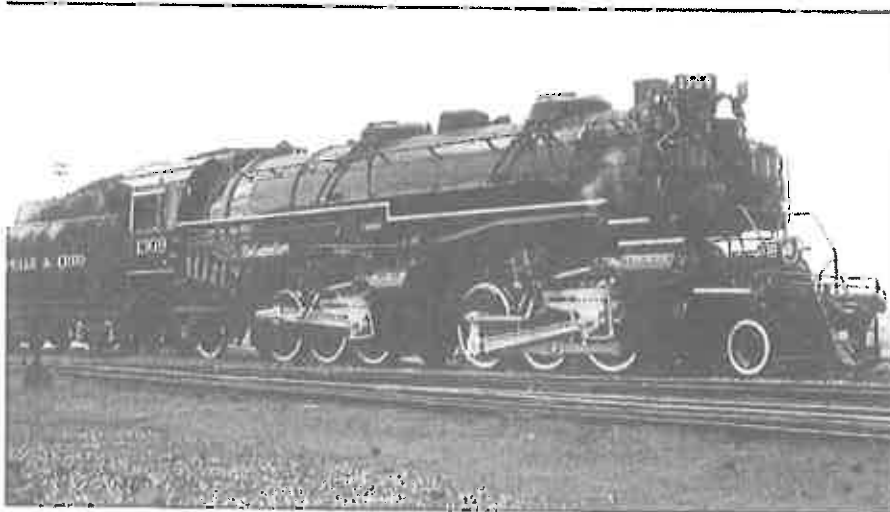
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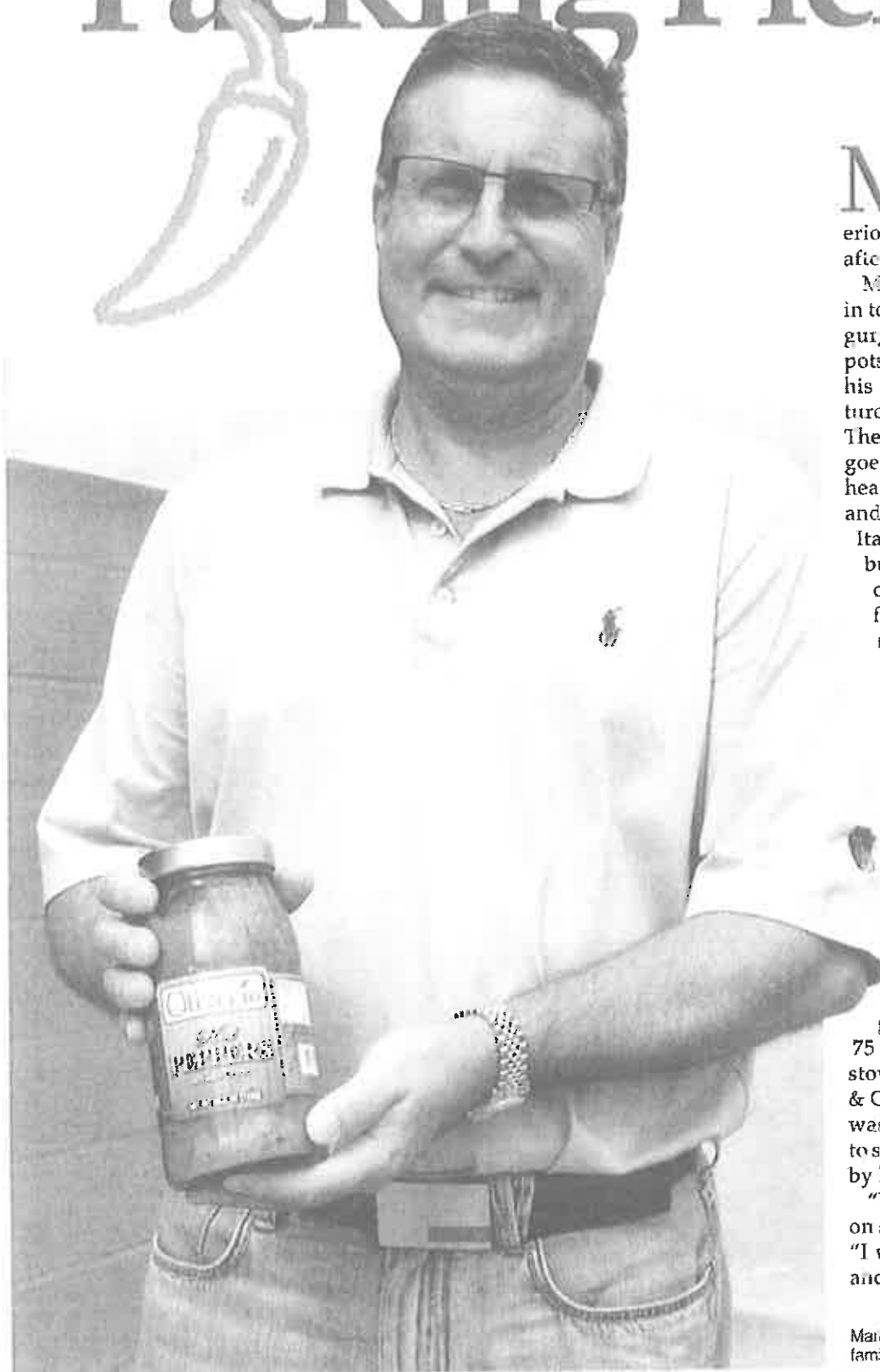
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C&O locomotive No. 1309. Photograph courtesy of the Western Maryland Scenic Railroad. Photographer unknown.

Packing Pickled



Mark Oliverio's arms were "on fire" when he stopped by his aunts' store, Oliverio's Cash & Carry, on a Monday afternoon in early October.

Mark, 49, had been cooking peppers in tomato sauce all day, toiling over gurgling, 125-gallon stainless-steel pots that sent scalding splatters onto his bare arms whenever they ventured into the cauldron's air space. These pots, and the hard work that goes into tending them, are at the heart of the family's Italian sauces and specialties business, Oliverio Italian Style Peppers, of Clarksburg. Family-owned, the business combines tradition with modern food processing technologies and marketing.

On a peak production day in autumn, the plant will process up to 2,500 cases of product. If banana peppers are the product, the plant has the capacity to process a tractor-trailer load of the vegetable in one day. These numbers are achieved with automated processing and packaging equipment operated by 20 or more workers.

In 1973 when Mark's father, Frank, took the family recipe to the masses, he and a dedicated group of family and friends canned 75 bushels of peppers a day on six stoves in the back of Oliverio's Cash & Carry store. All of the work, from washing and cutting up the peppers to screwing on the jar lids, was done by hand.

"We'd have six [metal] pans going on six stoves," Frank Oliverio says. "I would get up and start at 5 a.m. and get the pans and water ready.

Mark Oliverio with a jar of peppers at the family-owned processing plant in Clarksburg.

Peppers in Clarksburg

Text and photographs
by Carl E. Feather



Banana peppers ready for processing.

By the time Mother came down at 6:30 a.m., we'd be ready to start canning."

Frank and his mother, Antoinette, produced their product in that manner for three summers, until Frank assembled \$100,000 in loans from the Small Business Administration (SBA) and family members to purchase equipment that automated the process.

"I spent that \$100,000 before I bought my first bushel of peppers," Frank says. Even with the automation, workers still had to touch each pepper four times before the veg-

etables could head to market under the Oliverio's label.

Nearly 40 years later, the peppers are touched but once after arriving at the factory in semi-trucks. A line of workers eye the vegetables for quality, break off the tops, and send the approved ingredient into the blanching tank. Despite the high level of automation, quality and fidelity to the family's recipes are maintained by human intervention at the cooking and packing stages. And while Mark says that putting his taste buds on the production line ensures consistency, the intangible

ingredient that goes into every jar or barrel of peppers or sauce is the Oliverio family's value system.

"It's not so much the recipe as it is just doing the work. And it is a lot of hard work," he says.

The Oliverio name has been associated with Clarksburg's food scene ever since Mark's grandparents, Antoinette (Lepera) and Frank Anthony Oliverio, opened a grocery store in the Glen Elk community nearly a century ago. Its namesake owner operated F.A. Oliverio's Grocery until his health failed and his wife, 25 years younger than he, took over the store. Frank A. died in 1958; Antoinette in 1991.

Frank's sisters Angela Sabowsky and Frances Phares now operate Oliverio's Cash & Carry, which they own in conjunction with the other four surviving children of Antoinette and Frank Anthony.

"This was our mother's store," Angela says. "We were all born and raised here. And my aunt [Mary Rose Benecosa] was midwife for all of the births. In those days, there were a lot of Italian families in Glen Elk."

The second and third generations migrated to better jobs in other states, and the neighborhood has been in decline for decades. Nevertheless, the Oliverio family has done its part to grow Clarksburg's economy. Their food processing plant employs 25 and is poised for growth, thanks to an expansion project that grew the

An Oliverio Family Tradition



Sisters Frances Pharee and Angela Sabowsky, both Oliverios, own and operate Oliverio's Cash & Carry along with their four siblings.

facility to 15,000 square feet. The expanded plant, which includes new equipment for labeling and packaging the products, has been in use since May 2013.

The business' success and contributions to the local economy were recognized by the SBA in 2011. The Oliverio business received the Jeffrey Butland Family-Owned Small Business of the Year award for West Virginia. The business also received the award for the five-state SBA Region III.

It all started with "Ma" Antoinette Oliverio's efforts to feed her family. In 1932 she began making small batches of peppers in sauce and sold them in F.A. Oliverio's Grocery.

"At that time, you could can something and put it on your shelf in the store and sell it," says Deanna Oliverio Mason, who co-owns Oliverio Italian Style Peppers with her brother Mark. "[Antoinette's] peppers were one of those things she sold, and my dad thought that they would make a good business."

Frank was the only one of the seven siblings who took an interest in monetizing what had been

a localized food business. Frank graduated from then-Fairmont State College with a bachelor's degree in biology and went to work for the U.S. Department of Agriculture. An inspector at food processing plants, Frank worked all over the country. After two decades of working for the USDA, Frank decided to test the waters on the private-industry side of the processing line.

"I was hired for quality control [at a North Carolina pickle factory], and within six months I was in charge of all the processing. That's what I wanted to do, learn everything," Frank says.

With his practicum completed, Frank needed only a winning recipe to launch his own product line. He found it in his mother's kitchen, and in 1973 launched his business with peppers in sauce. Frank says he had to modify his mother's original recipe to meet the government pH standards. His mother had used tomato paste and water; he substituted crushed and diced tomatoes to raise the acidity of their peppers in sauce. He says that while his mother could get away with the original recipe in

the small batches she sold at the store, his product would have to adhere to more stringent federal requirements if it were to go national.

Frank's peppers came from the same sources that his mother relied upon for years — farmers along the Ohio River. He recalls a time several years into his business when peppers were hard to get. Frank called one of the farmers who had supplied his mother, and the farmer told him he didn't have any peppers to sell.

"My mother grabbed the phone and told the farmer that she needed 100 bushels of peppers," Frank says. "The man said, 'When do you want them Mrs. Oliverio?'"

Frank drove to farms several times a week to purchase and haul 150 bushels of sweet peppers at a time, which he — along with his mother, Deanna, and other workers — processed on the six stoves. Deanna says a crew of six to 10 people worked in the store's basement coring, cutting, and washing the fresh peppers. Upstairs, Frank and two to three others stirred the pans of boiling sauce until it was ready for the jars.

Frank recalls the typical batch was

1.5 bushels; their six-stove system allowed them to rotate through the entire process of blanching, cooking, and canning like clockwork.

"It would be 120 degrees in that kitchen," Frank says. "I put in an exhaust fan, but when you got six stoves going, there is not anywhere for the heat to go. When you hit that room, it was like walking into a brick wall."

Their first commercial customer was The Canteen in Clarksburg, which used Oliverio's peppers on their Giovanni sandwich. Frank said they did about \$900 in sales a month to that restaurant in their first year. They also sold the product in the family store and, when they had extra cases, peddled them to other small stores. But there was a lot of competition in the early 1970's; Frank says the government had not yet cracked down on small processors, and he knows of more than three dozen in the region that were packing Italian specialties for restaurants.

That all changed in 1977, when peppers processed by an employee and served at a Michigan restaurant were determined responsible for a botulism outbreak. The government

came down on small processors and put many of them out of business. Frank's experience as an inspector for the USDA and formal training in biology provided him with the knowledge he needed to ensure a safe product and pass inspection.

The sale of several hundred cases of peppers to a Clarksburg Kroger store gave the fledgling company an inroad into the chain market. Frank says that from that point on, it was a matter of hard work, cautious expansion, and family support that allowed the company to slowly grow in both sales and production capabilities.

Frank retired from the business in 2006 and sold it to Deanna and Mark. The siblings had grown up alongside the business and were already deeply involved. Deanna worked in the business from junior high through college, then spent several years away from the family business before returning to assist her father with the accounting side. She has been with the family business more than two decades.

Mark, who graduated from college in 1986, wanted only to work in the family business.

"He's always worked here, and he's been able to go out and get

some large sales for us. He's got a good rapport with the growers, too," Deanna says of her brother.

Deanna handles the management side, while Mark works in sales and production. He cooks the products involving red sauce. That puts him on the production line 40 days a year, tweaking every batch of the flagship product so it tastes as close to his grandmother's original recipe as possible.

Angela and Frances confirm that the product tastes just as good, if not better, than their mother's version. They also say Mark's version is more visually attractive because, whereas his grandmother and father used all green peppers, Mark likes to blend red, yellow, and orange peppers in the mix.

While this product can be produced at any time of the year, there is economic incentive to make as much as possible during the summer and fall, when peppers are available regionally. Virtually all of the peppers are grown by farmers outside of West Virginia. The reason is in the growing season—only two pickings of peppers are typical from pepper plants growing in the Mountain State.



Frank Anthony "F.A." Oliverio and sons in the family's original grocery store on Clark Street in 1925. Photographer unknown.

But farmers in Michigan and along the Ohio River Valley of Ohio can get three or four pickings from their plants before frost ends the season.

Oliverio's contracts with these Midwest farmers to grow peppers for the Oliverio's product label. Sourcing as many peppers as possible from within the region helps hold the line on freight costs. Mark points out that freight increases by a factor of three when the peppers have to be brought in from Florida. And the factor grows to six or seven when the source is California.

Angela says that Frank attempted to grow his own peppers for the factory — once.

"It was a disaster," Angela says. "He tried to grow them on a couple of acres." The family has entrusted that aspect of the business to the farmers ever since.

Peppers — bell, Hungarian, and hot varieties — arrive in semi-trucks. In a typical day of producing peppers in sauce, the plant will use 18,000 pounds of bell peppers. In keeping with the company's commitment to quality, every pepper is inspected and cored by hand before it hits the blancher.

"We touch every pepper by hand because we want zero defects," Mark says.

The tomatoes are sourced from contracted growers, as well. They arrive at the plant in plastic barrels, already diced, pureed, or crushed — as required for each product.

The processing plant consumes huge quantities of white vinegar. It is sourced from Canada and delivered in tankers that hold 6,500 gallons. Mark says the plant goes through about one tanker of vinegar every two weeks, a testimony to the popularity of their pepper rings and other pickled products. Many of those products are used by store delis for sandwiches, a market that holds significant growth potential for the firm. Deanna says they hope to expand their reach into that market now that they have increased production capacity and have hired outside salespeople.

"[Sales] were pretty stagnant because we couldn't produce any more product," Deanna says. "We had reached our peak."

"We needed a facility that could pack it and sell it to anybody in the world," Mark adds. "We needed

something that would be top of the line." Deanna notes that keeping up with Food and Drug Administration (FDA) and Occupational Safety and Health Administration (OSHA) requirements also played a role in the investment.

Mark says he had a lot of restless nights as Oliverio's contemplated and committed itself to the expensive expansion. With the expansion completed, and the additional financial burdens that come with that in place, Mark says worrying is pointless.

"I don't have any choice," he says. Both he and Deanna feel that the work ethic they received from their parents and grandparents keeps them focused on the opportunities rather than the fears.

"My dad is a hard worker," Deanna says. "He's one of those kinds of people who like to just jump in and do it."

Although retired from the business, Frank still stops by the production plant most days and likes to stay abreast of any problems and new developments. And he's still one to tinker with new recipes and product ideas.



Employee Candy Birmingham inspects jars of peppers in sauce as the jars make their way through the production line at the Clarksburg pepper pit



Oliverio products are found on the shelves of groceries and specialty shops throughout the Mid-Atlantic region. These jars are pictured for sale at Oliverio's Cash & Carry in Clarksburg.

"Frank likes to experiment. He'll pack anything in a jar," Angela says. Frank's experiments have taken the family name from a quiet side street in Glen Elk to the aisles of grocery stores throughout the Mid-Atlantic states.

"It's been a slow process," Frank says, looking back on the four decades of growth. "Now that they have the facility, it is just a matter of getting the product into the right hands."

Deanna says consumers primarily are introduced to the Oliverio product line through a friend or family member who uses the sauces, peppers, or pickled vegetable products. The company's Web site, www.oliveriopeppers.us, makes the products available to online shoppers. The Web site also provides recipe resources; many of the ideas come from consumers who share their favorite uses for the products with the family.

Frank says having a unique product steeped in heritage has helped Oliverio's succeed.

"There are not that many people who do a sauce pepper like we do,"

Frank adds. "Our peppers have a texture that others don't have. The soft-pepper-in-sauce [tradition] started in our area and has expanded, up to now, by word of mouth."

The owners also credit their workforce for the product's success. Deanna says they have workers who have been with Oliverio's for 20 years.

"They are so dedicated. We have some of them that call in just to see how things are going, even when they are on vacation," she says.

At home, both Deanna and Mark use the brand's products in their kitchens and annually cook their special versions for the family. Deanna has one of the original stainless steel pans that her father went into business with more than 40 years ago. During the Christmas 2013 holiday, Deanna and Frank made three batches of Ma Antoinette Oliverio's peppers in olive oil for personal use and to share with friends and family.

While only family and friends get to taste the small-batch peppers in olive oil, the medium-hot Italian

sausage that Ma Oliverio made in small batches and sold in the store is still made by Angela, Frances, and their brother John, who cranks the vintage grinder.

The sausage is made in 100-pound batches using pork and the spice mixture passed down to the siblings. Frances says it takes three days of work to get everything ready, grind the sausage, and package it. They make sausage every three weeks — yet one more testimony to the hard-work ethic of this Clarksburg family that believes in leading the next generation by example.

"[Frank] always taught us by example," Deanna says. "If you wanted to help, you jumped in. If you didn't want to help, he'd do it himself. He always taught us more by example than telling us what to do." ❄

CARL F. FEATHER is a freelance writer and photographer who lives in Ashland, Ohio. He has family roots in Tucker and Preston counties and is the author of the book *Mountain People in a Flat Land*. Carl is a regular GOLDENSEAL contributor.



Angelo's



Angelo Argento at his first store in Powellton Hollow, Fayette County, in 1935. After this store burnt, he opened a new store called Angelo's Market, which remained in business until 2009.

For 77 years, a small “mom-and-pop” general store thrived in Powellton Hollow, located in the heart of western Fayette County’s coalfields. Started by a Sicilian immigrant, it eventually was operated by three generations of the Argento family. Like most general stores, Angelo’s Market has now faded away. Each fall, however, the members of the Argento family still gather to make a batch of the store’s most popular item, Angelo’s Famous Italian Sausage.

Liborio Argento was born about 1878 in the southern Sicilian town of Agrigento, an ancient town founded by the Greeks as Akragas more than 2,500 years ago. He lived in a one-room shack and tended someone else’s grapevines to make a living. On May 23, 1907, 29-year-old Liborio climbed aboard the *Calabria* in the port

of Palermo and, 16 days later, sailed into New York harbor. Like many immigrants, he came to the United States all alone and with virtually no possessions. He left behind his 24-year-old wife, Teresa, and two-year-old son, Angelo, until he could earn enough for their travel.

Liborio originally worked on a carrot farm in upstate New York but soon learned of the booming coal industry in an unheard of place called West Virginia. Soon he was working underground in a coal mine near Montgomery, in western Fayette County. After four years of saving money from his meager pay, he sent for Teresa and Angelo.

The experience at Ellis Island was quite a jolt for the mother and son. After going through the rigorous inspection and processing procedure, they were placed on another boat to

finish their trek to the shore. When they were escorted to the second boat, Teresa was distraught, thinking they had been rejected and were being sent back to Sicily. Despite her fears, they made it safely to the shore and then boarded a train for the long trip to Montgomery.

On June 7, 1907, the day before Liborio landed in New York, 22-year-old Giovanni Lopez stepped aboard the *Campania* in Naples, Italy. Lopez hailed from the town of Caccuri in the Calabria region of southern Italy. Like Liborio, he too left behind a wife. Carmela Lopez was 16 years old and pregnant with their first child. The family today describes Giovanni as a “tough man” who would chew tobacco for a while, take it out, let it dry, and then smoke it.

After arriving in the states, Giovanni went to Montana to work

Famous Italian Sausage

By Stan
Bumgardner



on the Union Pacific Railroad. His brother Pietro arrived three months later and found a coal mining job near Boomer, also in western Fayette County. Pietro coaxed Giovanni into leaving the Union Pacific job and moving to the Mountain State. Giovanni and Pietro joined more than 17,000 Italians who had made their way to West Virginia by 1910. By this time Italians made up 30 percent of the state's foreign-born population.

Like Liborio, Giovanni earned enough to send for his wife and six-year-old son Gennaro, whom he had never seen. They arrived in 1913. Instructed by her husband to come to Boomer, Carmela thought it must be part of New York City. For days, she wandered around asking equally confused New Yorkers where Boomer was before finally learning she was still 500 miles from her final destination. Like the Argentos, though, she eventually made it to Fayette County. Less than a year after her arrival, she gave birth to a baby girl named Serafina, who would go by "Sarah" and would eventually wed Angelo Argento.

The culture shock of relocating from Sicily and Italy to southern West Virginia must have been incredible. Sonny, Angelo's son, compares it to "getting off a spaceship on Mars. They didn't know the language. They had kids to provide for and prob-

ably had only a little bit of money in their pockets. They must have been leaving some really bad conditions at home to go through that."

While these new West Virginians spoke Italian in their homes, they quickly learned some broken English so they could communicate on the job and in the community. However they didn't abandon their native culture. In fact, Giovanni Lopez, who had been well-educated in Italy, started a school — furnished by the coal company — to teach the children of Italian immigrants how to speak and write proper Italian. It was a different story for Liborio Argento, who never learned to read or write English, or even Italian. He never became an American citizen, because he didn't think he would live long enough to make it worth his while.

Sonny laughs and says, "He always kept saying, 'I'm gonna die next month.' I think he lived to be 91."

As a boy Angelo Argento got to play with his friends and attend school at Montgomery but, like many young men in the coalfields, he quit school after the fourth grade. At age 13, he entered the mines, where he worked for 13 years — half his life to that point. It was grueling labor, particularly for boys, who typically were given some of the most dangerous mining jobs. In those days, miners were paid based on how much coal they could load.

As Sonny notes, "They didn't get paid for the rock they moved out of the way. They only got paid for the coal they brought out."

Coal mining was one of the nation's deadliest occupations in the early 1900's. In addition to the risks of an explosion or roof fall, there were lingering health effects as well. Sonny remembers, "My dad died in 1981 at 78 years old. When they did the autopsy, he still had coal dust in his inner ear, and he hadn't worked in a mine since he was 26."

Due to the inconsistent pay and dangerous conditions in the mines, Angelo was always thinking about a way to get out for good. While still working underground, he took a part-time job at a store in Boomer. He took a liking to the retail world and started A. Argento & Company General Merchandise in 1932, later changing the name to Angelo's Market. Early in the store's history, he suffered a setback when a fire destroyed the entire business. Angelo didn't have insurance, but he vowed to try again.

Sonny recalls: "Back in those days, banks would loan you money on your name and reputation. [Angelo] went down to the bank and said, 'My store burnt down, and I'm not done. I wanna build another one.' They said, 'How much do you need?' and he went up and built another store."

An Old-World Tradition in Fayette County

Angelo was also in head-to-head competition with three coal company stores in the area. To gain an advantage he would travel door-to-door taking orders and making deliveries. He would also accept company scrip at a percentage on the dollar and then trade it in for cash at one of the company stores.

Another challenge was that he had opened during the worst throes of the Great Depression. But Angelo dedicated long hours to make the place succeed.

Angelo, in his late 20's, was still unmarried, a fact which became something of an obsession for his mother, Teresa. She was constantly "shopping around" the Italian community for a wife for her son. One time she found someone whom she thought was a good prospect, but the girl's mother rejected the offer, stating emphatically that her daughter would never marry a Sicilian. But Teresa soon found the perfect match. In 1935, Angelo Argento married Serafina "Sarah" Lopez, the oldest daughter of Giovanni and Carmela Lopez. Angelo and Sarah would remain together until Angelo's death in 1981. Sarah often recalled the story about the girl whose mom had scuttled the romance with Angelo. She

told that story until the day she died and gleefully punctuated it each time with, "And she's still an old maid!"

Angelo went in with his father-in-law and brother-in-law to buy a large piece of property at Poweliton. Sonny's parents, two of his uncles, and two of his aunts eventually built houses on the property and established what Sonny describes as a commune. "You had to go through one another's back yards to get to the store or to see one another," he says.

The "commune" was the center of the Argentos' world. Even as the extended family began spreading out, the clan would gather every Sunday for spaghetti and meatballs. Sonny recalls, "It seems like there were a hundred people there on Sundays."

On Christmas Eve the extended family would come from all around to celebrate the Feast of the Seven Fishes. In traditional fashion for that time, the men would clean the fish, and the women would do the cooking. [See "The Feast of the Seven Fishes," by Shannon Colaianni Tinnell; Winter 2011.]

Angelo's Market offered a little bit of everything — from hardware to clothing — but specialized in fresh food products. Angelo quickly saw

that one product was more popular than others: Italian sausage made from an old family recipe Sarah's mom had brought over from Italy. As the sausage became more popular, Angelo had to produce it on a massive scale, receiving the pork by train from meat-processing plants in Charleston. Angelo and Sarah — and later other family members — would have to repeat the time-consuming process about every two months.

The homemade Italian sausage was a hit with customers year round but particularly so around Thanksgiving and Christmas. Angelo's Famous Italian Sausage would be a mainstay of the market throughout its 77 years in business.

Sonny Argento and his family grew up making and eating homemade sausage at home, too. His mom, Sarah, had grown up the same way. Sarah's dad, Giovanni, raised his own hogs. In the fall, when it came time to butcher the hogs, Giovanni would hand out carving knives to each of his six daughters and two sons. They would chop up the pork very finely; add salt, sage, and other spices; stuff it in casings made from the intestines; coil it up; and place it in a round crock. Next, they would



Angelo and Sarah Argento in the mid-1930's.



John (Giovanni) and Carmela Lopez, the parents of Sarah Argento. Giovanni came to West Virginia from Calabria, Italy, in 1907. Photographer and date unknown.



Angelo (at right) and Angelo "Sonny" Argento at Angelo's Market in the late 1900's.

take lard, which had been rendered from the hog, and pour it in on top to seal it. As a result, it didn't need to be refrigerated. Anytime they needed some sausage throughout the year, they would just dig into the crock and pull out what they needed. This sausage was a staple for the family throughout the year.

Angelo's Market was always a family business in the literal sense. Sonny Argento, now 73, began doing odds and ends at his dad's store when he was just in grade school. As he got older, he initially resisted the call of the family business and instead joined the Air Force at age 18. He was honorably discharged from the service on November 22, 1963 — the day President John F. Kennedy was assassinated — and went on to work for Western Electric, lease a service

station in Montgomery, and drive a school bus. Eventually, though, he was lured back to the family business. He became partners with his dad in 1977 and soon bought him out. Over the years, Sonny modernized the store — in particular, adding a kitchen — and offered credit, which kept the store competitive into the 21st century. After more than a quarter-century at the helm, Sonny retired and handed over the reins to a third generation of Argentos.

Sonny's oldest son, John, also had grown up in the market, learning how to cut and package meat from the time he was a boy. The butcher shop, in fact, was one of the factors that allowed Angelo's to stay in business long after other mom-and-pop stores had disappeared. People would travel out of their way up the hollow

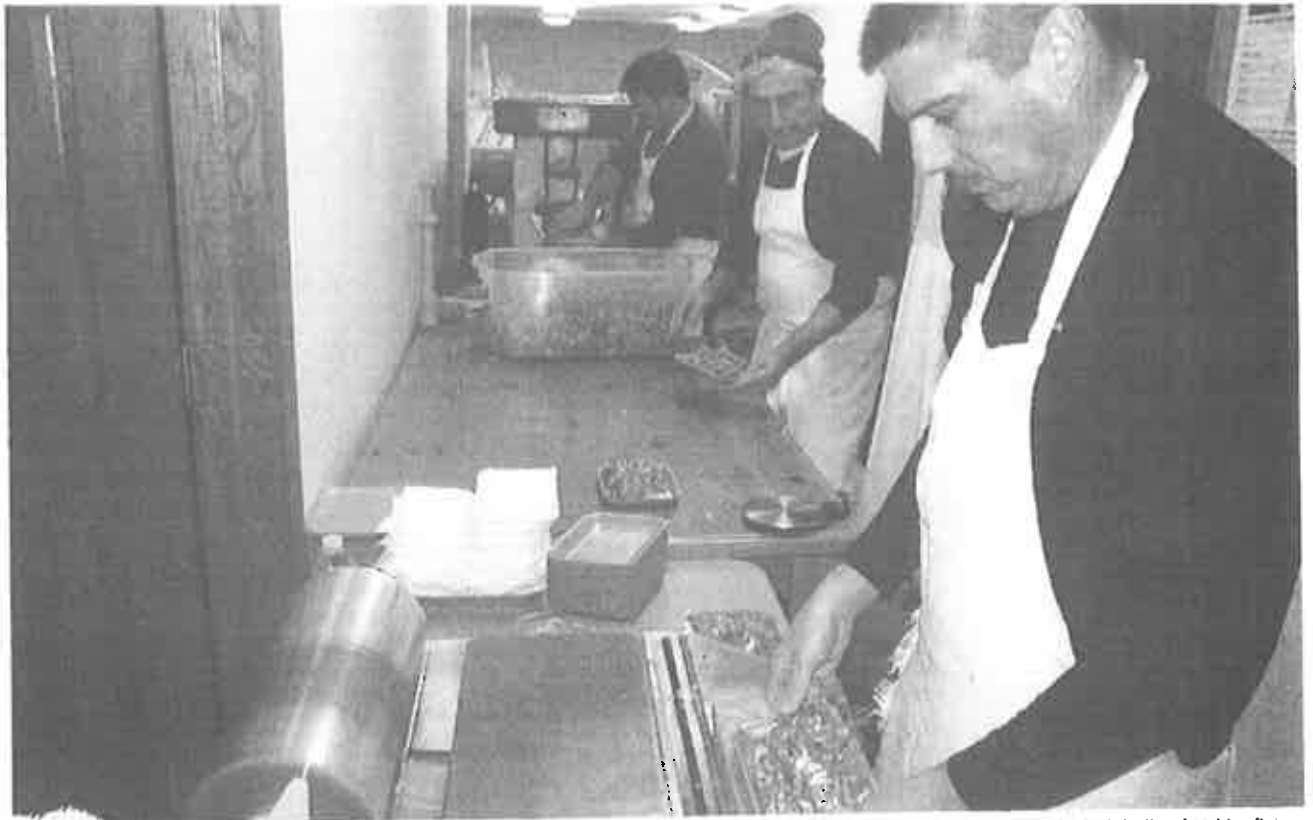
to buy Angelo's freshly cut steaks to order, not to mention the store's homemade sausage and Italian meatballs. To promote the business, John, his brother Lou, and some of their Montgomery-area friends formed an amateur softball team called "Angelo's Meats," which traveled throughout the state on weekends.

John took over the store from his dad in 2003, but the times were changing in both the retail world and in Powellton Hollow. The customers were not showing up like they used to. During one three-year span, the market's revenues dropped by more than a third. In 2000, nearly 1,800 people still lived in Powellton Hollow, but the decline in coal mining jobs took its toll. By the time of the 2010 census, Powellton's population had plummeted to just 619 — a 65% decrease in only a decade. John says, "The biggest challenge was getting people to go up the hollow, which is a dead end, and the local population was no longer able to sustain the business." Sonny adds, "The biggest thing to me was the trend of people moving away from the mom-and-pop stores to the supermarkets. When my dad ran this store, there were no McDonald's and few other restaurants. One time, after he'd retired, we drove by a McDonald's. My dad looked at the line waiting for food and said, 'Everything they're buying in there, they used to buy at our store.'"

Unable to sustain the losses, John talked with his dad and decided to close the business in 2009, bringing 77 years of Angelo's Market to an end.

The store's closing was the end of an era in western Fayette County and for the Argentos. "That store raised three kids for my dad and raised five kids for me, and educated them all," Sonny says. Beyond that, the store represented what truly was the American Dream for an immigrant boy who had come to this country at age six with nothing but the clothes on his back.

Although the market was closed, the Argentos weren't ready to let go of everything associated with it.



Louise (at left), Sonny, and John Argento pack loose sausage. Though their store is no longer, the Argento family maintain their Italian food heritage by making sausage once a year. Photograph by Stan Bumgardner.

Within months, family members and friends started calling. They missed the market and, in particular, that homemade sausage. So, Sonny, his sons John and Lou, and a mix of uncles, cousins, and friends got together in Mt. Carbon — located near the mouth of Powellton Hollow — to make a fresh batch of sausage. Then, right before Thanksgiving the next year, more people called. As a result, the Argentos started an annual holiday tradition of making Angelo's Famous Italian Sausage. Last year, they produced and packaged about 1,000 pounds, which is more than Angelo's Market ever generated at any one time.

They still prepare it based on the old family recipe that Carinela Lopez brought with her from Italy more than 100 years ago. And they make it pretty much like Angelo and Sarah Argento did except with a few modern conveniences, like an electric casing stuffer. Sonny added a foot pedal to the stuffer, and a local mine rebuild shop fabricated a nozzle back in the '80's.

Sonny notes, "My father never saw this sausage stuffed with an electric stuffer. When I first learned to make

it, we would make it on the meat block by hand. We would grind it with an electric grinder and then use a hand-cranked stuffer."

Other things have changed, too, such as the casings. The Argentos now use synthetic casings most of the time. Traditionally, Angelo's Market used real hog casings soaked in lemon juice to soften the taste. The synthetic casings, though, speed up the production time because they are shaped more regularly.

Everything else in the sausage is natural with salt as the only preservative. The family recipe has always been part formula — ground pork and Old-World spices — and part instinct. Lou tells how his brother Michael once asked grandmother Sarah how much salt to add. She replied, "*Giusta, giusta*": meaning "just enough."

Southern West Virginia has changed dramatically since Angelo Argento started his market in 1932. Once the mines began shutting down on a vast scale in the 1950's, coal company towns disappeared nearly overnight — almost as quickly as they had been built in the first place. Places like Angelo's Market once dotted the

landscape, but most have vanished along with the communities they served. Unlike today's megastores, these general stores were much more than shopping centers. Each was the center of its community, a gathering place for friends to talk about the news and sports, swap recipes and gardening tips, and gossip in general about anything and everything. The general store was the glue that bound the community together and helped give it an identity. ❀

This story emerged from the West Virginia Food Heritage Project, sponsored by the Collaborative for the 21st Century Appalachia and funded, in part, through a grant from the West Virginia Humanities Council. To learn more about this project, please visit <http://farm2u.org/appalachian-culinary-landscape/food-with-a-story/wv-food-heritage-project/>.

STAN BUMGARDNER is a native of Charleston. He holds a degree in public history from West Virginia University. A freelance historian and exhibit developer, Stan served as creative director for the West Virginia State Museum renovation, which was completed in 2005. Stan's most recent contribution to GOLDENSEAI appeared in our Winter 2011 issue.

West Virginia Food Heritage Project

This story is one of many uncovered by the West Virginia Food Heritage Project, an initiative conducted between 2011 and 2014, sponsored by the Collaborative for the 21st Century Appalachia, and funded in part by a grant from the West Virginia Humanities Council.

Researchers Stan Bumgardner, Gerald Milnes, and Katie Hoffman interviewed people across the state about local food traditions. They also documented food and farming heritage in each county they visited. The researchers quickly came to realize a very obvious concept — food is a universal subject in history. While historians often point to various cultural aspects that we all share, food is one topic that really does touch every single person. We each have our own unique — but often strikingly similar — memories of holiday meals and Sunday suppers. And unlike some other aspects of history, the subject of food typically brings a smile to people's faces as they reflect back upon an annual family picnic or favorite dining spot or experience.

The project details the foods hunted,

gathered, and eventually cultivated by prehistoric people; the food heritage of early German pioneers and later immigrants like the Argentos; as well as restaurants that became hot spots of 20th-century urban life. Immigrant food traditions stand out in particular, reflecting the people from many cultures who gathered in cities like Weirton, as well as the families of immigrant miners who devised unusual concoctions like pasta sauces made from kielbasa, pepperoni rolls, or squab (pigeon). Other stories are entwined with historical topics, such as how South Branch Valley farmers in present Hardy County supplied beef to British soldiers at Fort Pitt during the French and Indian War, or how farmers hid livestock from raiding soldiers during the Civil War.

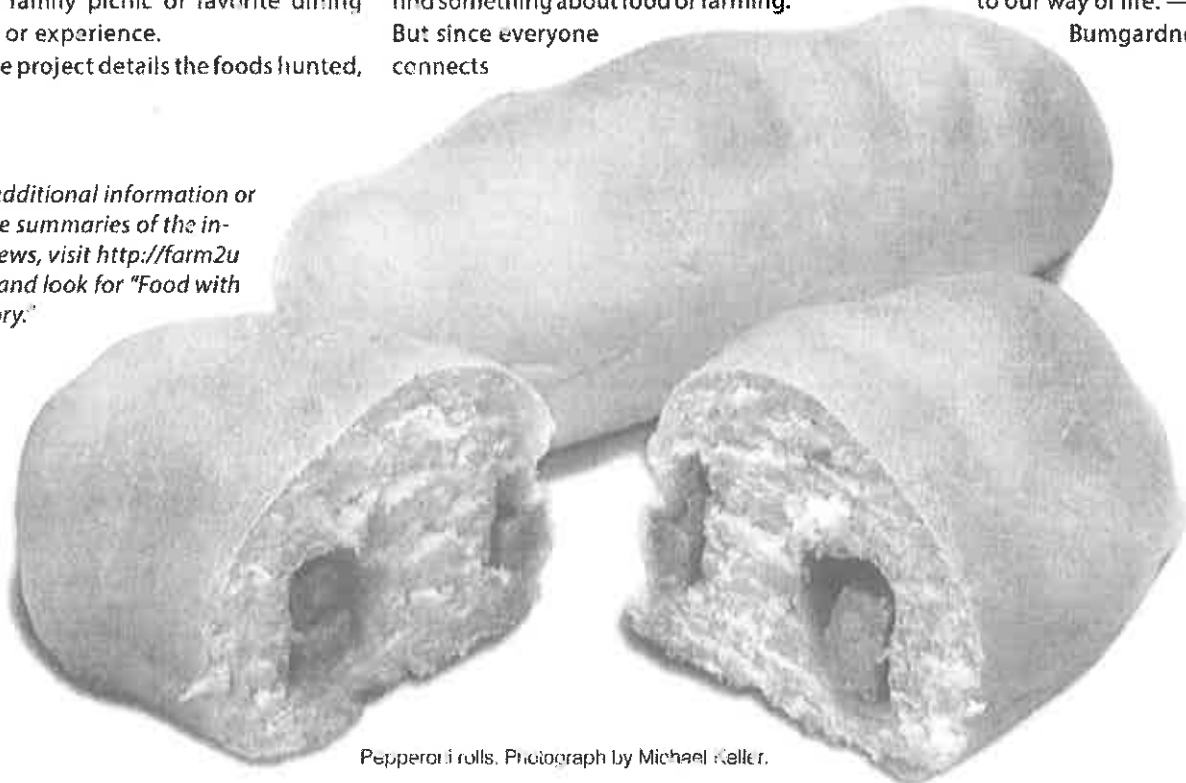
The prevalence of the subject of food was a blessing and a curse to the researchers. On the plus side, there was no shortage of information. If you pick up literally any county history, you will find something about food or farming. But since everyone connects

personally with food, it is also a never-ending project — one can barely scratch the surface of the topic.

The importance of local foods and their heritage is reflected today in the growth of farmers markets and food displays and demonstrations at the state's fairs and festivals. Annual events honor specific foods, including ramps, buckwheat, black walnuts, apples, apple butter, maple syrup, strawberries, blackberries, peaches, poultry, hot dogs, chili, burgoo, lemonade, and even "road kill," to name a few.

In West Virginia — and throughout Appalachia — food is much more than a necessity of life. It has important social significance. Home-cooked food is a focal point of every celebration from births to weddings, while covered dishes are customary tokens of respect to neighbors or family members who have lost loved ones. In these and other ways, our food traditions are not just nostalgic memories; they are integral to our way of life. —Stan Bumgardner

For additional information or to see summaries of the interviews, visit <http://farm2u.org> and look for "Food with a Story."



Pepperoni rolls. Photograph by Michael Keller.



I remember sitting in Phyllis Marks' tiny house in Gilmer County in 1979 and hearing her sing an old song usually titled "The Two Sisters." It's a rare ballad about a love triangle involving a young suitor who decides to woo the younger of two sisters. The older one "didn't like that," becomes jealous, entices her younger sister down to the "sea brin," and pushes her in. When found, the young drowned girl's "golden hair" is made into a fiddle bow:

*And when on the fiddle the bow it did sound,
It said, "By my sister I was drowned."*

In the song, the fiddle magically reveals how the girl's life was taken. This ballad with its supernatural ending, extremely rare in this country, is said by scholars to have originated in northern Europe and found its way from Scandinavia to Scotland sometime during the Middle Ages. It came to America in the 18th century. It was sung by Phyllis' grandmother and mother and is now still sung in West Virginia by Phyllis Marks. Through all of these generations, it was not learned from books, but was passed from one person to another and "learned by heart."

Phyllis Marks at her home in Gilmer County.
Photograph by Gerald Milnes.

Phyllis Marks

"Learned by Heart"

By Gerald Milnes

I have been extremely fortunate to have known several old-time singers in West Virginia. Members of the Hammonds/Hammons family of Randolph and Pocahontas counties, Everett White of Harrison County, Russell Lehew of Marion County, William May of Mingo County, Dock Scott of McDowell County, Clyde Case of Braxton County, and Hazel Stover of Clay County to name a few. Many, including Phyllis Marks, ended up contributing to folksong and ballad anthologies I produced for the Augusta Heritage Center of Davis & Elkins College from field recordings I made over the years. Phyllis is the last active ballad singer I know of in the state who learned by heart from traditional sources in the traditional way. At age 87, she still proudly sings them for anyone who cares to listen.

Phyllis learned most of her ballads, folksongs, and life lessons from her mother, Arlene Layfield Frashure, whom Phyllis says was of Irish ancestry. Phyllis' father, Marion Frashure, of Scots ancestry, died when Phyllis was six months old. Arlene learned her songs from her mother, Sarah Messenger Layfield, who had lived at Baldwin, in Gilmer County. According to local folklore, her great grandpa, Peter Messenger, found the original Baldwin apple there, although the same discovery is also claimed by local tradition in Massachusetts. Phyllis' grandmoth-

er married a Dr. Layfield, an herb doctor who maintained his own herb garden. He came from Ritchie County and lived at Camden in Lewis County, not too distant from Baldwin.

Phyllis was born in Sand Fork, Gilmer County, on June 5, 1927. During childhood, Phyllis now realizes, she had different interests than many of her friends. Many times when her friends would be out playing, she rather preferred to sit and listen to the old people sing songs and tell stories. She does remember participating in play party games with others at night under the only streetlight when it was installed at the one intersection in Sand Fork.

Phyllis loves tomatoes, a family trait. When she was 14 years old she ate far too many, causing her to break out in what she calls "hord hives." This caused great discomfort. During the healing process her eyes were still giving her trouble, and she had to "doctor them" with various country doctors. One made the painful and tragic mistake of putting blue vitriol (copper sulfate) into her eyes for a cure from which she never fully recovered. She was at first considered to be legally blind, then totally blind, and remains so to this day.

Phyllis married Jesse Marks during World War II, when she was 16 years old. Now when she meets 16-year-olds, she wonders what she was thinking!

The Frashure family homeplace, where Phyllis was raised at Sand Fork, Gilmer County. Photographer and date unknown.



She jokes that she and Jesse only ever had one argument, but it lasted for 54 years of marriage! One time Jesse's mother, who apparently was possessive of Jesse, told Phyllis that she never did "get over" Jesse getting married. Phyllis said, "Well don't feel bad, I never either!" Phyllis quips that the reason she had four children in six years was because during the war President Roosevelt said to "speed up production," and Jesse took it literally. Jesse passed away in 1997.

Courtship, married life, and marital strife seem to be a subject of endless folklore, especially in many old songs Phyllis sings. In one, "Get Up and Bar the Door," the cold wind blows the door to a cottage open on a frigid night. The man and woman make "a solemn pact," that the first one to speak will have to get up out of bed and bar the door. Stubbornness persists until three "robbers" come in the open door, eat their food, and abuse them while they remain silent, holding to their pact. Then one says, "I'll kiss your pretty wife," at which point the man angrily threatens him. Absurdly, the song continues:

*Said Iane, "Now, John, you spoke a word;
Get up and bar the door."*



Phyllis with husband Jesse Marks. Photographer and date unknown.

Another old song of marital strife that she calls "Lady Gay" begins:

*There was a lady gay,
And the truth to you I'll tell;
She loved her husband dearly,
But another man twice as well.*

The woman wants the husband out of the way and blinds him by making him suck marrow bones, oddly enough, then attempts to drown her blind husband by leading him to the water's edge and pushing him in. But when she goes to push him, he sticks out his foot and she goes tumbling in. To add insult to injury:

*He being kind-hearted,
Knew she couldn't swim;
Went and got a long pole,
And pushed her further in.*

Phyllis remembers her mother would take her to the woods and show her bird nests, lichens, pawpaws, and persimmons and taught her respect for God's creations. Arlene loved to go fishing. Phyllis remembers that when she caught a fish, no matter if it was big or little, she would say, "Oh, you pretty thing, you pretty thing." Her mother remarried and eventually moved to Erbacon, Webster County, and was employed as a cook at the Aiken lumber camp there, where she lived for the rest of her life. She sang this little ditty from a Webster County boy's point of view:

*I'm a Webster County lad,
Raised on ramps, mush, and bread,
With meat of the rarest purest kind;
With possum and of beef,
To soothe the wildest grief,
And give rest to the weary, weary mind.*

When Phyllis' mother was widowed, local "outlaws" (as Phyllis derisively calls them) in the community kidded and "deviled" her about marrying an old local, unsavory bachelor. They would knock on the door, disguise their voices, and say, "This is Queen [his surname], I want to talk to you." Tiring of this, and upon them doing it once too often, she had Phyllis' half-sister quickly throw open the door and Arlene threw the contents of a full chamber pot on the mischief-maker. No one in the neighborhood owned up to being the culprit!

Phyllis sings annually at the West Virginia State Folk Festival in Glenville. I asked her how that came



Arlene and Arthur Posey, Phyllis' mother and stepfather.
Photographer and date unknown.

about. She said an old acquaintance, Betty Springston, was taking a class with Dr. Patrick Gainer at the college. [See "Dr. Gainer: Folk Festival Founder," by Paul Cartner; Summer 2000.] Gainer asked students if they knew anyone who sang old songs. Betty took Gainer to visit Phyllis' mother in Erbacon. Arlene was not inclined to come to Glenville to sing, but suggested they talk to Phyllis, who lived nearby the college and who had learned her songs. Gainer had Phyllis come to the first festival to sing. She says she was nervous, but remembers sitting in a rocking chair on stage and singing "Dandoo" and the "Devil and the Old Woman," as learned from her mother.

Arlene was clearly the biggest influence on Phyllis' life. Phyllis says it was the stories told in her mother's numerous songs that keep the words in her mind. Phyllis sang Arlene's songs back to her when she was on her deathbed, unclear whether she could hear them or not. But, Phyllis says, upon finishing singing the old song "Dandoo," a small voice from the bed quietly said, "Dandoo." She had heard.

Arlene had many sayings and exclamations. When taken aback, she would sometimes say, "Well, don't that beat the bugs a-fightin'." She often proverbially warned Phyllis that "self praise is half scandal." And when company decided to leave she would say, "Well, don't rush off in the heat of the day without a blanket."

Phyllis remembers one of the first little songs she learned by heart, when she was five years old:

*I wish I had a tiny little fiddle,
I would tuck it underneath my chin,
Then I'd take my fiddle bow,
I'd play a tune I know,
I'd bow to the ladies and then I'd begin.*

Besides numerous folksongs and ballads, her mother also imparted much folklore of other types to Phyllis. She remembers ditties and recites rhymes, long recitations, poems, jokes, ghost stories, haunted house tales, and folk wisdom of all kinds. These were all learned because of her deep interest in their meaning and the stories they tell. They are also dear to her because it was her mother from whom she learned them.

Folklore was extensive in the family. Phyllis' husband, Jesse, contributed songs to her. He told me one time that if a person who kept honeybees dies, you have to go to every bee stand and whisper that that person was dead, or the bees would all die too! Being a beekeeper myself, he warned me that a bee swarm in summer doesn't have enough time to build up strength to survive the winter, and he gave me this wise old rhyme to make the point:

*A swarm in May's worth a stack of hay,
A swarm in June's worth a silver spoon;
A swarm in July's not worth a fly.*

Phyllis acknowledges that, growing up, they were very poor. But like most neighboring families she notes that, at the time, "We didn't know it." She recites a little saying her mother used to describe her make-do attitude toward life:

*I'll do the best I can do,
Like the poor befrighted Hindu;
Who sticks to his caste,
From the first to the last,
And for pants he makes his skin do.*

It seems there are many stories, jokes, and songs "made on" people to make light of their unusual ways, modes of life, and cultural differences. Phyllis sings one song about an Englishman, a Dutchman (German), and an Irishman that I found stems from an early 17th-century English play. In this case Pat, the Irishman, is played for the fool:

*Three men went a-hunting,
So the people say;*

*They met a haystack by the way,
A haystack by the way.*

*The Englishman said it's a haystack
The Dutchman he said nay;
No, said Pat, it's a country church,
With the steeple blowed away.*

Phyllis tells one tale she heard from old people about a young girl who went out to an outbuilding every evening without anyone knowing. She would feed bread and milk to herself and to a poisonous snake that would appear to her there. Her parents wondered what she was doing, so they followed her one day. When they observed what she was doing her



Phyllis Merks performing at the West Virginia State Folk Festival in Glenville. Photographer and date unknown.

father killed the snake, at which time the young child sickened and soon died. This proves to be an ancient folktale that was collected by the Brothers Grimm and published in their famous collection, Grimm's Fairy Tales, collected in the early 19th century in Germany. In all four of the oral versions I've found in West Virginia, told for the truth, the tale ends with the girl's death. A translation of the end of the Grimms' version explains the girl's death:

From that time forth, a change came over the child. As long as the snake had eaten with her, she had grown tall and strong, but now she lost her pretty rosy cheeks and wasted away. It was not long before the funeral bird began to cry in the night, and the redbreast [began] to collect little branches and leaves for a funeral garland, and soon afterwards the child lay on her bier.

Beliefs about snakes are widespread in many rural areas of West Virginia. One curious tradition that Phyllis follows is to always have ash trees in her yard to keep snakes away. She remembers that when older married women in the family had to go to the "new ground" to hoe corn, and had babies to care for, they would lay a quilt down at the edge of the field, lay the babies on it, and put strips of ash bark all around them to keep the snakes away. Pliny the Elder, the ancient natural philosopher, wrote 2,000 years ago in his *Natural History* that the power of the ash tree is so great that a snake will not cross over a shadow thrown by it.

When Phyllis and Jesse lived in an old farmhouse on Lynch Run, near Sand Fork, she heard unusual sounds at night and doors would open on their own at the head of the stairs. They wondered what could be the cause. Later, after moving, they learned that a Killensworth woman had been pushed down the stairs and died in that house. It was thought that "she walked the stairs of a night."

An old tale about witchery with an old motif was told to Phyllis by her mother:

My mother also told a story about the young man who wanted to leave home, and his mother didn't want him to. He said he was going to leave anyway, so he built him a cabin out in the woods. He had it pretty well finished, but he was going to make a chubby [sic] hole up in the top of the loft, and he hadn't put a door there yet. He was stirring up the fire one night, and he just had the feeling something was looking at him. He looked up and there set a big black cat ready to jump on him, and he threw the poker and hit it. It jumped down on the ground and screamed like a woman. The next morning he heard his mother had been out in the night and broke her hip!

I appreciate people, like Phyllis Marks, who took the time to listen to the "old people," and learned by heart. Now in the 21st century, they are still able to pass on the old songs, stories, and tales, and do it with great pleasure. Thank you, Phyllis. 🐾

GERALD MILNES lives in Fikins, where he is retired after 25 years as folk arts coordinator at the Augusta Heritage Center of Davis & Fikins College. His most recent contribution to GOLDENSEAL appeared in our Winter 2014 issue.

Phyllis with guide dog Sassy. Photograph by Gerald Milnes.



In the days before the modern Ohio River dam system, the Ohio overflowed its banks almost annually, sometimes twice in one year.

For a boy growing up in New Martinsville, it was a time of adventure when the routine school year was interrupted, often for many days at a time. Numerous stories resulted from these annual deluges, some funny, some interesting, and some with a degree of dan-

ger involved. Anyone who lived in those times along the river could tell similar stories with only the details and locations being different.

The rise of the river established a time sequence that was repeated with each flood. The milk chocolate-colored water reached Main Street

at the same time it came into our basement, a mile away on Maple Avenue. It reached the lower levels of the First Methodist Church sanctuary at that same time.

The water that invaded the town first came from Fishing Creek, where the rising water backed through the

Flood of Memories

By Sam
McColloch



low ground between Main Street and Maple Avenue. A series of four- to five-foot-tall culverts beneath east-west Locust, North, and Virginia streets allowed the water to keep moving northward, where it eventually reached all the lower areas of town.

Fish accompanied the rising water through those culverts. One time as the water receded, someone got a couple of screen doors and blocked the culvert, thereby trapping the

many fish that had sought new feeding grounds. When the water got low enough to wade in, a number of fellows with frog gigs, pitchforks, and any other implement that would stab a fish had a field day collecting the trapped fish. The action got so chaotic that one guy ran his pitchfork through his own foot, but he didn't give up the sport until he had his catch in a sack. I can't imagine the kinds of germs and viruses that could have made their way into his system,

but I never heard that he suffered any infection from that experience. The idea of eating those fish didn't seem to me to be such a good one either as the river was polluted in those days preceding and during World War II. There was not much interest in keeping the river pristine during those troubled times, as the emphasis was on winning the war and worrying about the condition of the river afterward. It was eventually cleaned up, however, and now sport

High Water in New Martinsville



fish once again thrive in the waters of the Ohio.

Eventually the rising river breached the low levee that ran along the riverbank where the buildings on the west side of Main Street stood. The initial levee breach usually occurred near the sand-and-gravel company works over a mile north of the courthouse. This resulted in a small wall of water a few inches high that swept southward along North Main and Martin avenues, where it joined the backup water from Fishing Creek. After that everyone knew this was a full-sized flood coming.

Many of the families that lived in the areas prone to flooding owned or had access to a rowboat or johnboat — sometimes written “jonboat.” Rowboats had a pointed bow end, while johnboats had square ends. Storekeepers often had a store boat, which allowed them to keep at least a limited mode of operation during the high water. My grandfather and his brothers owned a grocery store on North Street. After they moved their store stock to the upper floor, they delivered groceries and other

Left: The Ohio River, seen here looking west from a hill on McEldowney Avenue in New Martinsville, is swollen to nearly a mile wide. Photographers and dates unknown unless otherwise noted.

Right: Store owner Charlie Gurby, our author's grandfather, lowers an order to his customers in a johnboat during a flood in the late 1930's.

necessities to customers by lowering the goods in a bucket to the customer in his boat below. Life and financial transactions were much more informal in those days, and the customer was told to come by after the water went down to settle up the bill. Grandfather and his brother took turns staying at the store throughout the flood to serve their customers and watch out for their property.

My family was fortunate that we could stay at my grandfather's home near our house. His house was on somewhat higher ground. At the time it was built in 1922, a neighbor had happened by during the construction of the basement built of concrete blocks. In the course of their conversation, the neighbor said, "Hey, Charlie, why don't you add an extra layer of concrete blocks. It might be enough to keep the water out of your living room someday."

That advice was followed, and floodwater never reached the living

level of the house. In the high flood of 1936, water did lap onto the front porch from passing boat wakes, and it could be heard lapping the underside of the living room floor from the water in the basement. Since it was not known exactly how high the water would reach, most of the furniture had been moved upstairs and the piano lifted onto boards placed between two sawhorses.

Our home was six or seven feet lower than Grandpa's house. The water once reached higher than my mother's head, judging by the high-water mark left on the walls of our living room. We always had plenty of warning that floods were on the way, so we had time to empty the basement of Dad's tools, canned goods from our garden, and other stuff that had accumulated in the basement. We sometimes hoisted canned goods to the upper floor with a rope and bucket at the back of the house. Dad's workbench was

left to fend for itself, as was a small coal stove that Dad would later fire up to help the drying-out process during cleanup.

Our house was built on the slope on the west side of Maple Avenue. That made the back of the house lower than the street side; we had four stories on the back and three on the front. After the basement was cared for, the living area was emptied of furniture that was carried to the sleeping floor and attic.

There was a great sense of teamwork on the block as men from each house went door-to-door to help with the heavy items. Pianos were carefully maneuvered up the stairs after the legs had been removed. Our refrigerator was also moved up, but in the early days Dad sometimes just left it in place after removing the motor. Then the group of neighbor men would go to the next house and take care of whatever needed to be moved. Friends came together to help

The back of our author's house with water filling the basement. During the worst of the floods, water would cover half of the first-floor windows.



in whatever way was necessary to see that the needs of everyone were addressed.

I recall one time, after the basement had been emptied, the rising floodwaters were about a foot or so deep in the back yard. I thought it would be fun to take a short boat ride in a large washtub, using a broom for a paddle. That's when I learned that it is not possible to maneuver a round and rudderless boat with only one paddle. The paddling only made the washtub spin around, with no ability to pursue a course. As I drifted in the slow current farther away from the basement door, I had to resort to pushing the tub back by "poling" it

with the broom where it could still reach the ground. This was another learning experience for a growing boy.

On one occasion my mother stayed too long as the water slowly rose. She would usually leave when the water could still be waded through to get to the higher, opposite side of the street. That was the time she opened the basement door to get some last-minute items from a shelf that was built above the basement stairs. She had to walk out on the stairs a few steps to reach where she needed to be. The bottom of the stairs had floated up with the water and had come loose at the

top where they were attached to the door frame. As she reached for the shelf, the stairs began floating away from the doorway. I recall her calling frantically for someone to come to reach out and pull her back to the door from her makeshift raft. By then the water was too deep in the street for her to wade out, so a neighbor wearing hip boots came and got her and carried her across the street to the higher side.

After we finished moving our household to safety, we went across the street to Grandpa's in the next block, where we stayed until the flood was over. One time we left in the boat, as the water had got-

This flood in 1898 inundated the streets of New Martinsville, but did not rise above the wooden walkway visible at left. The original Wetzel County courthouse is visible at right. Photograph courtesy of the Clark family.



ten quite high by the time we were ready to leave. As we rowed away, we saw a number of rats and mice that had been flushed from the fallow fields behind our house. They had collected in the tree branches in the next-door neighbor's apple orchard, but found they needed to move on as the water rose. They swam with their noses and tails just out of the water looking like miniature submarines with their periscopes just above the water. It was fun to pop at them with a trusty Red Ryder BB gun, complete with a leather saddle thong.

Dad usually stayed in the house watching our property. It must have been very uncomfortable without heat or electricity, since floods were almost always in the winter. He used a small gas stove for warmth as long as the gas service was operable. We periodically went to get him in the boat to take him to Grandpa's for a meal and warm up. I don't remem-

ber his ever complaining as he did his duty, but it must have been a struggle for him to leave the warmth at Grandpa's, where we were able to keep a coal fire going in the fireplace. Gas service usually stayed in operation at least for a while. I recall that one time the kitchen gas stove was turned on, and water squirted out of the burner, as the pipes had become flooded.

My cousins Nancy, Chuck, and Tom from Martin Avenue also came to their aunt and uncle's house to stay during the flood, as their father also stayed with their house. It was a time of much fun for the kids, but now I can only imagine the stress the adults experienced as they coped with the deluge.

One story I heard involved some men in a boat who managed to allow the boat oars to float away. Rowboat oars could be fixed to the gunwale by a pin, but johnboat oars "floated" freely in a slot on the gunwale. It

was necessary to hold onto the oars, or they could drift away. The men were adrift and at the mercy of the currents that could be somewhat dangerous around the downtown buildings. They were drifting close to drooping wires that normally were far above except for during times of flooding. Another boat happened along and saw their predicament. The drifters were rescued in time, but the outcome could have been disastrous. Usually the electricity was cut off during floods, but it was not known at that time whether the wires were charged or not.

Downtown businesses boarded up their large plate-glass windows to keep debris from banging into the glass. Boats with motors were not allowed to make wakes that would agitate the debris. Steamboats on the river also made large waves. Most of them tied up to bankside trees, as they had a difficult time making headway upstream against the mighty

Flooding floodwaters left a muddy mess in the wake of this 1935 flood in New Martinsville.



flood currents. There was one story about a riverboat churning along trying to make a run upstream. It was making very large waves, which were banging into the houses along the river. One riverside resident was said to have placed a few well-aimed rifle shots on the side of the boat's pilothouse, and the boat captain quickly made for the shore and tied up for the duration of the flood.

My friends Herb and Bill made a canoe trip around town during one of the 1940's floods. They felt it strange to be paddling over the high board fences that surrounded the football field. Only the tops of the bleachers, scoreboard, goal posts, and the field house were sticking out of the water. The field house was built in the late 1930's as a Depression-era Civilian Conservation Corps (CCC) project. It still serves home and visiting teams to this day.

Some interesting situations were revealed as the floodwaters receded.

Our downstream neighbor's apple orchard trees made a great trap for debris. The town still had a very rural flavor in those days, and a number of residents had small barns for their horse or milk cows. There were small sheds and even a few outhouses, many of which would later be found far from their original locations. Trapped by our neighbor's trees would be corn shocks, numerous boards from building siding to railroad ties, glass gallon Clorox jugs that could be sold for 5 or 10 cents each, and thick deposits of mud.

One time our upstream neighbor's garage floated off its cement slab and overturned. It floated onto our yard, where it became tangled up on the top of Dad's grape arbor. There it remained until we dismantled it sometime after the flood. The people now living in that house use the former garage concrete slab for a yard patio. The mud was usually left for a few weeks until it dried out when it

could be pitched into a wheelbarrow and carted off. The mud dried into chunks varying from three- to five- or six-sided crystal-like forms.

Eventually the water returned to the riverbanks, and everything was back to normal. The downtown area was rinsed clean of mud by fire department hoses, while residents swept and hosed out their homes. Many residents vowed this was the last flood for them. "We are going to move to higher ground before another flood comes" was often heard in conversations. But the routines of life resumed. Some people did move, but most stayed put. That's the way it was in flood-prone New Martinsville. ❄

SAM McCOLLOCH was born in Wetzel County. A graduate of West Virginia University, he worked as a geologist for Shell Oil Company for 28 years and now lives in Texas. His photography appeared in our Spring 2013 issue; his most recent contribution as a GOLDENSEAL author was in our Winter 2014 edition.

Maple Avenue piled up with debris following the flood of 1913.



The Great Harmon

In the spring of 1912, the luxury ocean liner *Titanic* struck an iceberg and sank off the coast of Newfoundland. Pioneer aviator Wilbur Wright died in May. Theodore Roosevelt survived an assassination attempt in October.

Late on Sunday, September 1, a torrential rainstorm struck Holliday's Cove (today part of Weirton), causing Harmon Creek to overflow its banks and wreak death and destruction throughout the Cove and nearby Colliers.

Earlier that evening Robert Elmer Campbell, his wife Bessie, and their children Kenneth and Mary attended evening worship services at Cove

United Presbyterian Church. The Campbells lived in a house at the present site of Millsop Community Center in Weirton. Another son, Robert, was visiting his grandparents at the Campbell homestead near the top of Greenbrier Road.

The family passed the evening sitting on their porch while the skies were ablaze with the oranges and reds of a brilliant summer sunset. Just before nightfall, towering clouds began tumbling into the valley from the east. As darkness fell, great flashes of lightning were seen up the Cove in the direction of Colliers.

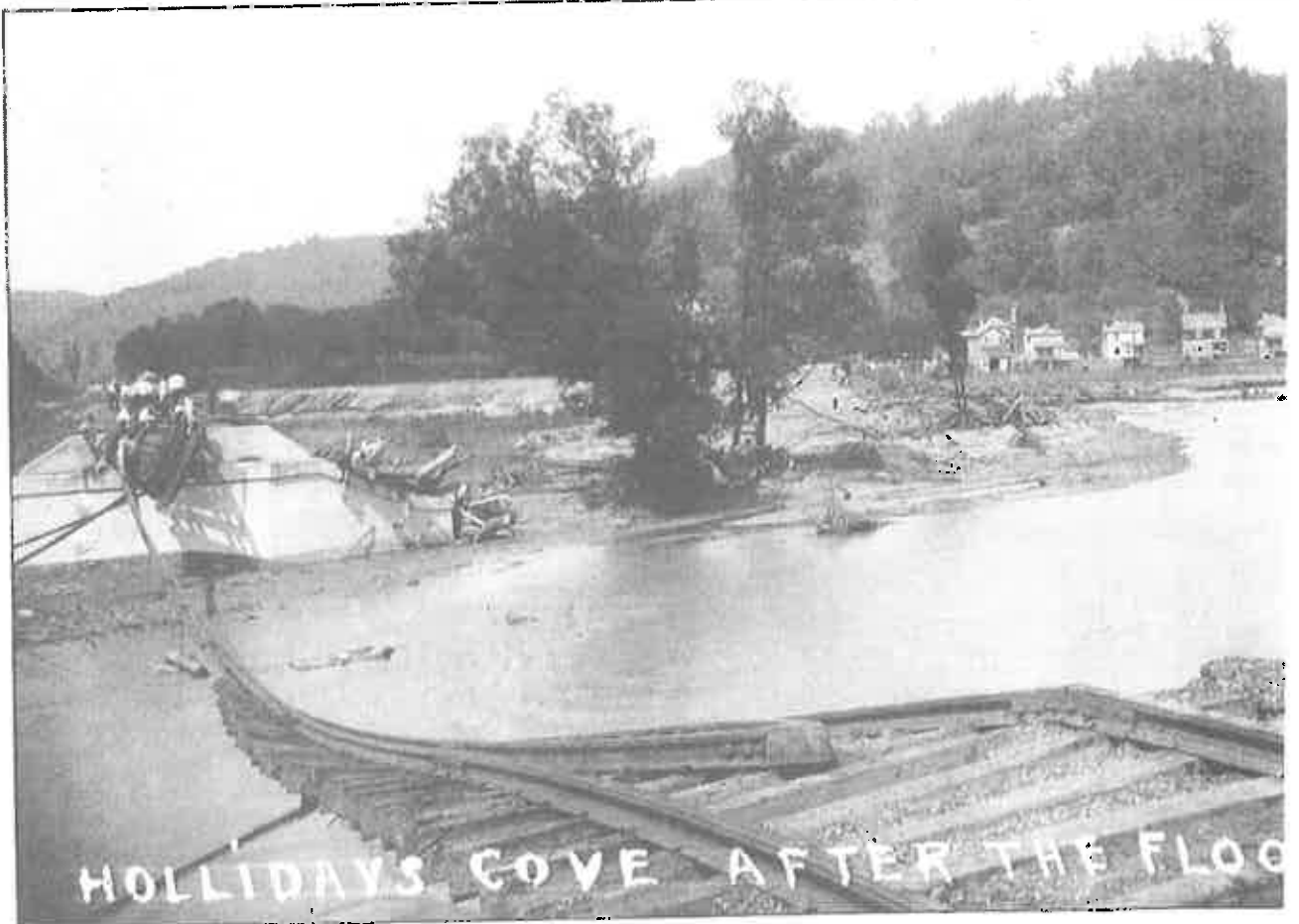
Around midnight the clouds opened, and a violent, driving rain-

storm began. The force of the rainfall was such that it literally beat people to the ground. In Burgettstown, basements were quickly flooded. At Colliers, Harmon Creek floodwaters reached to the second story of some homes, and 15 houses were swept away by the current.

Lightning flashes revealed the devastation. As residents scrambled to higher ground, they caught glimpses of their homes and belongings swirling downstream. In no time at all, the creek ran 30 feet deep. By 1:30 in the morning, Harmon Creek had overflowed its banks and crested at 40 feet.

In Holliday's Cove, the raging

Scene at the Y-bridge, which branched toward New Cumberland and to Colliers. The Ohio River and Steubenville are around the bend on left side of the photo. Pix to courtesy of the Weirton Area Museum and Cultural Center.



Creek Flood of 1912

By John L. Davis

floodwaters swept into the residences of William Fleming, Henry Campbell, and Harry Bilderback. William Moulds' meat market, William W. Smith's bake shop, and Virgil Jackson's garage also were inundated by water.

At the William C. Knox house near the present site of the Salvation Army building, Mrs. Knox and her two children were trapped. They stood at an upstairs window and called for help. Charles Ferguson, a local plasterer, secured a rope to an embankment, waded and swam to the Knox house with the other end of the rope, and tied it to a gas pipe near the window. Just moments after the family and Ferguson had pulled themselves along the rope to safety,

the house collapsed and was carried away in a rush of water.

In the lower Cove, most folks were still fast asleep. Harry Smith hurried across Main Street to awaken the Campbells. Outside a shuttered bedroom window, Mr. Smith picked up a tub and began pounding on it furiously. The din alarmed Mr. and Mrs. Campbell, and the family escaped — drenched, but safe — to the Smith home. There, little Mary, her brother Kenneth, and their parents spent a sleepless night in the company of other worried neighbors.

The following morning, area residents surveyed the damage around them. Sixteen lives had been lost, including 10 in Colliers. Coveresident Mrs. Clyde Warwick and her two-year-old daughter were drowned. Their bodies were recovered from the Ohio River near New Martinsville on Wednesday afternoon. *[Newspaper accounts from the time called this storm "the most terrific that has ever been known to break over this section" and put the death toll at approximately 50 lives lost. — ed.]*

When the cloudburst had struck, an unknown Colliers citizen telephoned Holliday's Cove to warn residents there of the approaching flood. Otherwise, the death toll in the Cove would have been greater.

Mary and Kenneth Campbell hiked out Cove Road with their father the morning after the storm. Everywhere they saw houses crushed into splinters. They saw a pig swimming in the swollen creek. At the home of Ida and C.T. Hoover, Mary's aunt and uncle, they found Aunt Ida dressed in her finest ensemble and toting a silk umbrella. Floodwaters had overwhelmed the Hoover house and had crept up the stairway to within three steps of the second floor landing. Nevertheless, Aunt Ida had confronted the tragedy with her dignity intact.

Fourteen miles of Panhandle Rail-

road track washed away, and three railroad bridges were swept from their foundations. Concrete and stone bridge abutments likewise had been displaced by the raging water.

Throughout the region, rail service was disrupted. In Steubenville alone, 200 travelers (including members of several big league baseball teams) were stranded. Passenger rail service would not be restored until Thursday afternoon.

The new Phillips Steel & Tin Plate Company (later Weirton Steel Company) tin mill was shut down because of water in the flywheel pits. At Woodlawn (today Aliquippa), Pennsylvania, lightning struck the Jones & Laughlin Steel power plant, leaving the entire mill without lights. A man was drowned.

In the days and weeks following the flood, debris and personal belongings choked the creek and nearby river. At Warwood a piano and a pig were found bobbing in the river. A wooden trunk was recovered and pried open. Inside was \$1,000, which was later claimed by immigrants who presented a key to the lock.

Local gas service was turned off. For a while, women prepared meals over open fires in backyards. Oil lamps were again in vogue.

Mary's brother Robert returned from the Campbell homestead the day after the flood. Naturally, the 10-year-old was very disappointed to have missed all the commotion.

This article was based in part on an interview with eyewitness Mary Campbell Bowman, a descendant of pioneer settler James Campbell. She died in 1995 at age 91. — ed.

JOHN L. DAVIS is a native of Weirton. He and his wife, Iona, reside today in Wellsburg. He is executive vice president and general counsel at West Liberty University. This is his first contribution to GOLDENSEAL.

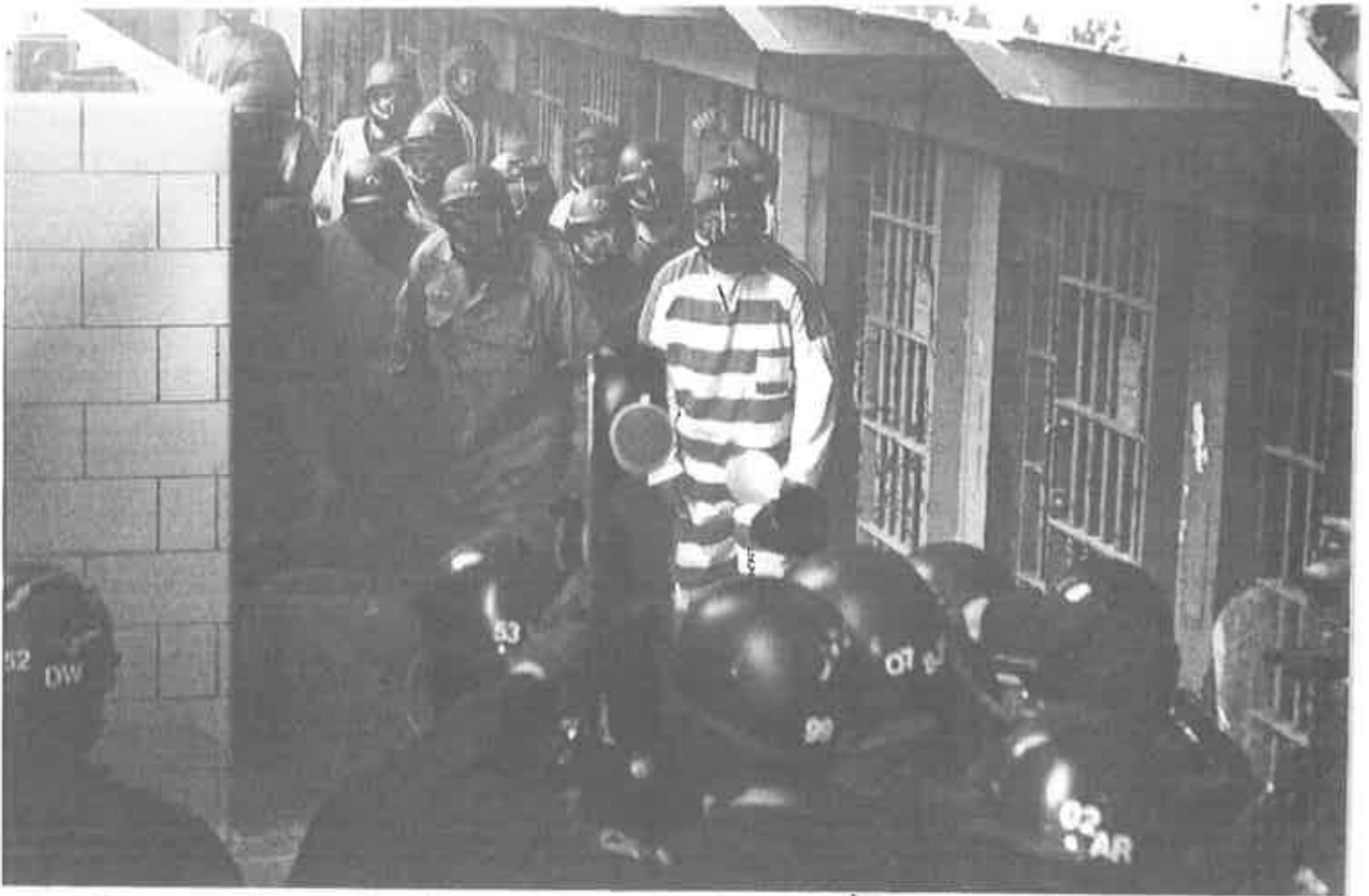


There's a Riot Going On!



Emergency Training at Moundsville

By John Lilly
Photographs by Ashly Campbell



Above: Mock Riot scenario at the former West Virginia State Penitentiary at Moundsville.

Right: Paul Simmons, director of security for the West Virginia Department of Corrections in Moundsville. Paul has been involved in every Mock Riot since they began in 1997.

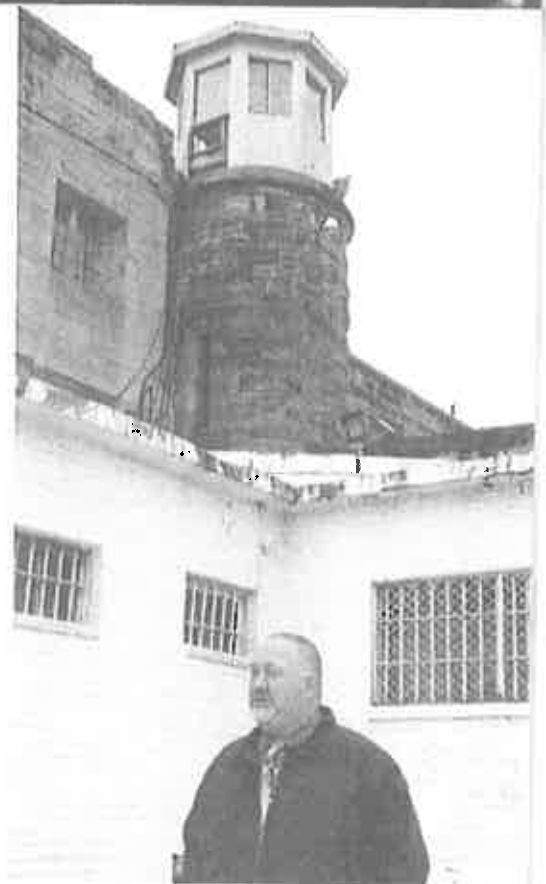
A desperate inmate is holed up in a remote area of the prison, demanding a vehicle and a large amount of cash. He has a homemade weapon and has taken a hostage. Time is ticking. Tensions and stakes are high. Negotiators try to reason with him but are prepared to use force if necessary.

Finally an air horn blows, and the tactical responders are evaluated and scored on their efforts, and another team of law enforcement personnel take their turn. So it goes for three days each May at the former West Virginia State Penitentiary in Moundsville, where the Mock Riot takes place. Presented by the West Virginia Training Federation, a not-for-profit organization based in Moundsville, the West Virginia Division of Corrections supports and hosts the Mock Riot once a year for tactical teams from across the country and around the globe.

The huge, historic facility at Moundsville provides an ideal and realistic training ground for police and prison authorities who seek a safe and practical way to gain experience in difficult situations and to discover and try out the latest technological advances in the way of weapons and other tools of their trade.

Paul Simmons is the director of security for the Division of Corrections. He is one of the planners and organizers of the Mock Riot and has been involved with it since its inception. Born and raised in Moundsville, Paul has been at the prison for 27 years.

"I actually worked here for seven-and-a-half years," Paul says, recalling his days right out of high school when the prison still housed inmates. His father was a coal miner, but Paul didn't see a future for himself in the mines. So he went to work at





Participants prepare for a scenario on the North Yard training area for crowd control and civil disturbance while others look on.

the prison, taking every training opportunity that was offered to him.

"I started out as a correctional officer," he recalls. "Through the years here at Moundsville, I was the ITO [Institutional Training Officer], I was an investigator here; at the end I was the segregation commander for the North Hall. I was the officer in charge of the lockup unit."

When the prison closed in 1995, state officials searched for a new purpose for the imposing gothic building. [See "'A Tough Joint': The West Virginia Penitentiary at Moundsville," by Joseph Platania; Summer 1995.] Built in 1866, the 240,000-square-foot structure is built of blocks two feet thick and is surrounded by stone walls 24 feet high. It housed some of the most dangerous criminals ever held behind bars — as many as 2,000 prisoners at its peak in the 1960's. It was the site of 94 executions before the state abolished the death penalty in 1965. A brutal prison riot

took place there in 1986.

"The first Mock Riot started in 1997, after the prison closed," Paul says. "It was pretty much a training event. Tactical team commanders from West Virginia, Pennsylvania, and Ohio got together and decided it's a nice location — a nice venue for training." A total of 70 people from those three states attended that first year. The one-day affair featured three scenarios or mock crisis situations and four technological displays. Participating officers outnumbered attendees 50 to 20.

The event grew tremendously in the following years. By 2001, there were 1,347 attendees working their way through three dozen different scenarios and having access to more than 75 technological displays over the course of a five-day event. Factical teams have come from as far away as Hong Kong, Norway, and South Sudan to participate in the training and the competitions.

"Most of them are tactical fight teams come in from other states, other countries," Paul says. "You've got teams from all your states, you got the FCI [Federal Corrections Institution], sheriffs' departments, police departments — several different entities coming here."

Attendees stay at local motels or at the Marshall County school district field house, where they sleep on cots and use the showers and other facilities.

The scenarios are all taken from real-life events that law enforcement personnel have experienced in their prisons or in their communities. Paul and other organizers then script out the events and set up scoring criteria for each situation. Attendees take turns being the "good guys" and "bad guys," Paul says, as each team tries to resolve the situation in the shortest amount of time using the least amount of force.

"In our competitions, everything



An attendee inspects some protective gear in the Mock Riot exhibit hall. Last year there were 50 vendors displaying at the exhibit hall.

is score-able, everything is timed," Paul says. "What goes on in between, as long as it's safe, you do it the best way that you can. The quicker the better."

Safety is a primary concern for Paul and his staff, and each scenario includes a safety officer who monitors the level of conflict and force being employed at any given time. If the safety office deems it necessary, the scenario is halted before anyone gets hurt, Paul points out. Teams are scored according to how quickly and effectively they resolve a scenario. If they request it, organizers can provide attendees with a film of their team's efforts, which they can take home and use as a training or evaluation tool.

In addition to law enforcement personnel, scores of vendors set up displays in the prison's exhibit hall, showing off the latest and most sophisticated gear used in this field of work. Some vendors demonstrate their wares in the open space of the

courtyard, at times allowing attendees to field test this sometimes-cutting-edge gear.

"The vendors are there with their new up-to-date gadgets," Paul explains. "Participants come through and look at them, they evaluate them, and a lot of times they use them inside of their training scenarios while they're here." Paul adds that a lot of networking goes on in the exhibit hall, followed up by further contact after the event is finished.

In classrooms, specialized instruction is offered in areas such as crisis negotiation techniques, Taser, pepper ball, and crisis intervention. "We have all types of different classes that go on," Paul explains. Some classes offer certifications for specialized training; other classes are simply informational.

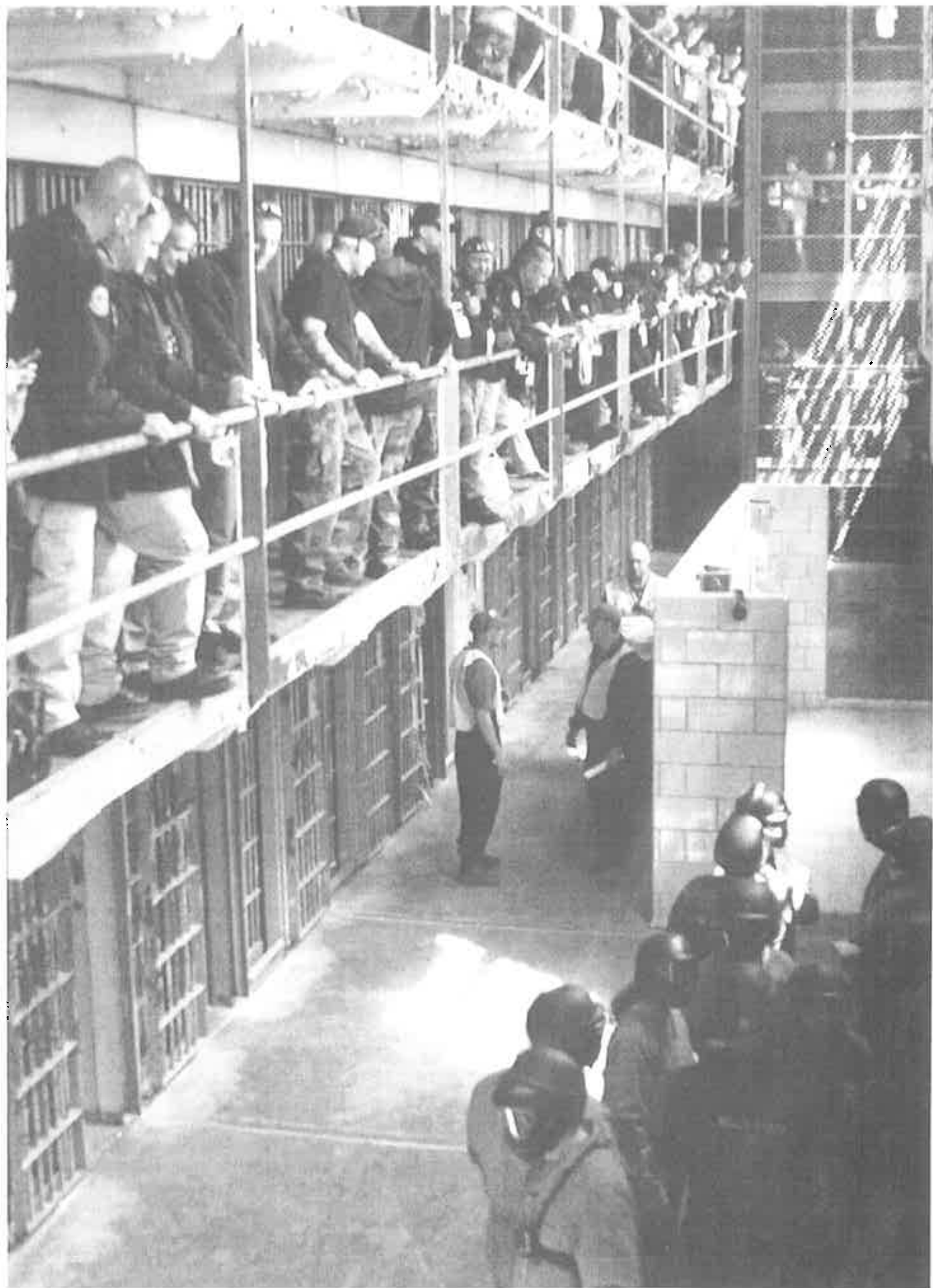
A fourth component to the Mock Riot is a skills competition that takes place for two days prior to the event itself. Here participants compete in

marksmanship, strength and agility events, an obstacle course, and other challenges. Some are individual competitions, but most involve a team of contestants, vying for bragging rights and maybe a donated prize or two from one of the vendors.

An awards ceremony for the skills competition is held Sunday evening, as well as an opening ceremony for the Mock Riot, trade show, and training events, which all begin Monday morning. Activities take place throughout the day, for three days concluding on Wednesday evening.

As a rule the attendees are extremely competitive, Paul says. While there are academic and training sides to the Mock Riot, the attendees come here to win. The stronger the opposition, the harder they try.

"They're trained to win," Paul says. "They're not trained to lose. So if a certain level [of resistance] appears, they're gonna respond at a certain level. And that level is always gonna





be one step above what they're getting.

"Ninety-nine percent of what we do here deals in less-than-lethal responses. We are wanting to resolve everything with the least amount of force as necessary. And that could be conversation, new toys, new tools, everything's less lethal — up to a point. And that's where we never want to go is to the lethal platform."

Is it fun?

"It's a blast!" Paul says without hesitation. "It's hard to find a place to train in like this. This is realistic. This is a prison. You can come in and work in cells, you can work in the yards. You come in, see what your team's capabilities are, see if you need to go back and change something. You come in here and gain the knowledge from other people. That's the fun part. You get to meet people from other places that do the same job that you do." ❀

JOHN LILLY is editor of GOLDENSEAL magazine.

ASHLY CAMPBELL is from Glen Easton, Marshall County, and is a graduate of Cameron High School. She attended Alderson Broaddus and West Liberty State colleges. She currently lives in Moundsville and works for the West Virginia Department of Corrections. Ashly has been a freelance photographer for 15 years; this is her first contribution to GOLDENSEAL.



Above: A team from Lee County, Florida, work through an obstacle course during the skills competition at the Mock Riot.

Right: West Virginia correctional officers Lieutenant Mike "Smitty" Smith (at center) and Sergeant Ryan Hill (right) prepare to shoot rubber bullets in an exercise at the Mock Riot.

Opposite page: Participants line the walls in the cell block to observe a training scenario below. The participants take turns playing "good guys" and "bad guys" during the Mock Riot, though most prefer to play the part of the "bad guys."

The Unthinkable Game

By C.W. "Bill" Jarrett

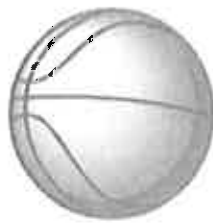


Stonewall Jackson High School in Charleston, date unknown. Photograph courtesy of the West Virginia State Archives.

I played junior high and high school basketball from 1941 to '46, a time when West Virginia schools were racially segregated. I grew up in Charleston and attended all-white Stonewall Jackson High; across town was all-black Garnet High School. Ohio schools were integrated, so I did play in a few mixed-race matches in Ironton and Portsmouth, but this was a limited experience, however, relative to the total games played in six full seasons of basketball. In high school alone I started and played in at least 70 regular- and post-season games.

My first association with a black person was when I met the son of our janitor at Central Methodist Church while I was still in elementary school. He would come to the gym every Saturday morning with his father. At the end of our church basketball sessions, most of those who came to play left the floor quickly to shower and change into street clothes, hurrying from the gym to other activities. Quite often the son of the janitor would join the few who remained to continue playing basketball. I always stayed for the extra playing time and came to know the janitor's son quite well.

As I entered Lincoln Junior High School, I learned he would be attending a different school and eventually Garnet High. I asked my father why he was going to a different school than me, and my father softly replied: "They have their way of life and we have our way of life. You





Garnet High School in Charleston, date unknown. Photograph courtesy of the West Virginia State Archives.

childhood friendship will dissolve among the many friends you have yet to meet." There was no evil in my father's words or manner, yet it was my first understanding of segregation.

When Stonewall Jackson High School played non-segregated games in Fronton and Portsmouth, our coach, Clyde B. "Pud" Hutson, would prepare our squad as usual with game information on the opposing team, their strengths, weaknesses, and probable plan of attack against our defense. He never uttered the word "black" during any pregame preparations. We approached the Ohio games, their gyms, and crowds with the same fervor and attention to detail as any other games on our schedule.

Charleston sportswriters covered the Stonewall Jackson basketball team voluminously, especially in my senior year in 1946. Fans packed the gymnasiums wherever we played, as we continued to win over highly touted teams in a 27-game season, including sectional, regional, and state tournament games. When the 1946 basketball season had ended, we had lost in the state finals to the high-flying Eagles of Beckley by three points.

This was unthinkable -- a real though unofficial game played between an all-black and an all-white team, both from Charleston.

George Pierson, who was co-captain with me of the 1946 team, came to me after our loss in the state tournament

and said, "Bill, we are invited to play another team. Guess who wants to play us in their gym on a Saturday morning, including game officials, time clock, and all fans welcome at no cost to anyone?"

"Who is it?" I asked, curiously.

"Hold your breath, Bill," George continued. "It's Garnet High School."

This was unthinkable — a real though unofficial game played between an all-black and an all-white team, both from Charleston. The game would be played without coaches or supervision but with officials, time clock, scorekeepers, and fans. We knew from reading the sports pages that Garnet had a very good team, a respectable team.

As co-captains George and I discussed playing them in realistic terms. Could we beat Garnet? Should we play them in their gym? How would we function without the presence of our great coach "Pud" Hutson? We decided to place their offer before the team and ask what they thought. And George did, sounding out the team's thoughts about the risks of playing at Garnet without supervision or

coaches, and possibly with the presence of hostile fans.

Our players had only one negative thought, "How would Garnet fans treat our team and our fans?" In a brief period of paranoia, we considered inviting some members of our football squad to



attend for protection, but that notion was quickly set aside upon agreeing the fun in playing this game would exceed any real or imagined dangers conjured up within our minds. "Let's go and give them a good game," was our vote.

The contest took place in relative secrecy in the Garnet High School gym. Garnet and Stonewall had agreed the respective team captains would coach, substitute players, and represent the teams in all matters.

So George Pierson and I led the

Stonewall Jackson starters onto the floor. Our players included George King [see "Top Score: Morris Harvey's George King," by Bob Kuska; Spring 2009], Jim Maddox, Bobby Blubaugh, Harden Scraggs, Jerry Frazier, Richard Sines, Bobby Wolfe, Ross Parker, Albert Cavender, Howard Lowe, Jim Birge, and George Davis.

The players for the Yellow Jackets of Garnet included John C. "Jackie" Norman, Charles "Pinky" Blake, Robert "Hooks" Boxley, Charles Preston III, Charles Law, and Jerome Purnell.

The referee tossed the ball high into the air for the opening center jump. George Pierson tipped the ball to me, and while in midair I tipped the ball down court toward George King, who had slipped around the jump circle and now sped toward the basket for an uncontested bucket. We had scored within a split second from the "double tip," and there was no turning back.

Garnet had certainly scouted our team well, and their squad was prepared to play that morning. Garnet



1940-47 Stonewall Jackson High School General basketball team. First row (from the left): Bill Jarrett, Bob Blubaugh, George Pierson, Jim Maddox, George King, Bob Wolfe. Second row: Howard Lowe, Jerry Frazier, Albert Cavender, Richard Sines, Ross Parker, Harden Scraggs. Third row: managers George Davis and Jim Birge, with Coach Clyde "Pud" Hutson.

Friday, February 8, 1946

Members of The Garnet High '46 Basketball Squad

Boys	Pos	Age	H
Charles Adams	F	18	5.8½
Charles Barnes	G	18	5.5
Robert Boxley	F	18	5.7
Charles Blake	G	15	5.11
Carl Charlton	C	16	5.8½
Albert Evans	G	17	5.11
Dennis Eanes	G	16	5.8
Briscoe Moss	C	17	6.2
George Nowling	F	16	5.8½
Jack Norman	C	16	6
Charles Payne	C	15	5.11½
Charles Preston	G	16	5.10
Milon Sawyers	F	16	5.11

—GHS—

From the Garnet High School newspaper *The Eye*, February 8, 1946.

knew that Bobby Blubaugh and George King could handle the ball when necessary, and that Jim Maddox could be depended on for another shot at the basket after a missed set shot from the floor. They knew that our subs could replace any starter without a noticeable loss of ability.

The scoreboard showed the game was tied at half-time and again at the end of the third quarter. The teams played their best basketball throughout the fourth quarter with one team leading and then the other, until a furious run at the end of regulation gave Stonewall a two-point victory.

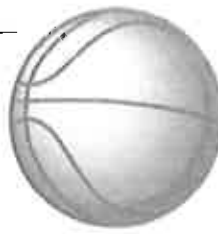
I wonder even so many years later if Garnet's fairness in every aspect of the game resulted in our slim margin

of victory in the final competitive seconds. No unfair advantage was taken with the officiating or the time clock. The word segregated never entered into our mindset. We came away knowing the Garnet players were as talented as ours. Their two-point loss must have been as disappointing for them as was our three-point loss to Beckley in the state finals. On any other day the outcome of this game might have been different. Isn't that one of the great lessons of sports? Often, champions are determined by the slimmest of margins.

The "unthinkable game" might have been a mere moment in time for the young men who played on that Saturday morning, or for the men and women who were pres-



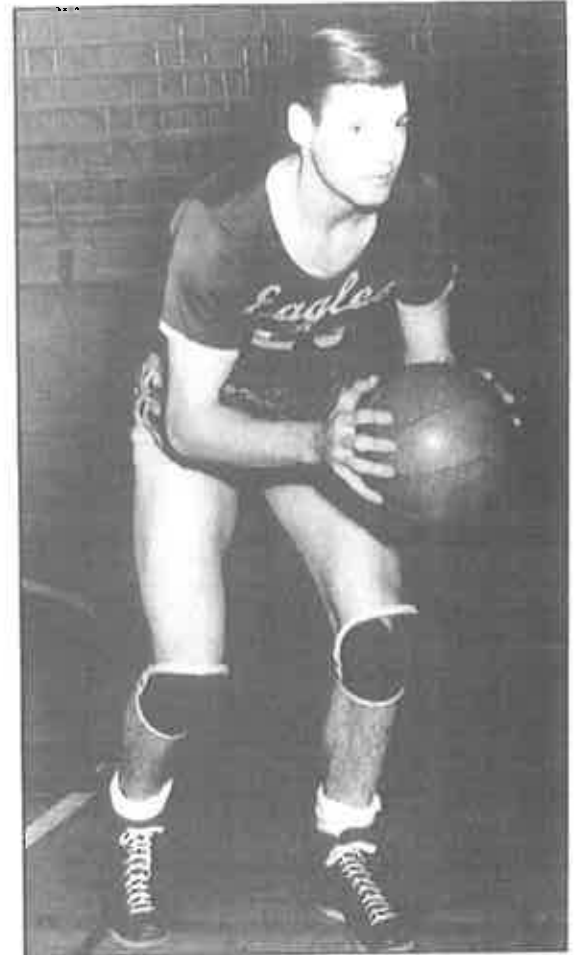
1947-48 Garnet High School basketball team. Players are unidentified.



Back in '46,

ent, but I think the game was a step forward to assure everyone who was present that segregation could and would end — even though the end of segregation would also mean the end of Garnet High School, which closed in 1956.

As of today, I do not know what became of the janitor's son with whom I played basketball in the Central Methodist Church gym. The two of us were the same age when we played together more than 70 years ago. It would have been exceptional had he remembered my name or recognized me years later when we played Garnet High in their gym. Perhaps my young friend moved to another town, though the romantic in me often wonders if he was the driving force, the instigator of the SJHS "46" basketball team's last game. ✪



George King of Stonewall Jackson High School. Photograph courtesy of the University of Charleston, Morris Harvey Archive. Photographer and date unknown.

C.W. "BILL" JARRETT is a native of Charleston and a graduate of Stonewall Jackson High School. He attended Morris Harvey College. Bill retired from Columbia Gas Transmission after 37 years and currently resides in Florida. His most recent contribution to GOLDENSEAL appeared in our Spring 2011 issue.



Charles G. Blake (Garnet HS)



George Pierson (SJHS)



George King (SJHS)



Author Bill Jarrett (SJHS)

We Did the Unthinkable

By Mike Whiteford

It was quite understandable, of course, that the Garnet High School basketball team would want to compare itself to one of the state's best teams. But it was 1946, and Garnet, Charleston's black high school located on Shrewsbury Street on the edge of downtown, played a strictly all-black schedule in that regrettable era of Jim Crow insanity.

Back then, as in virtually every American city, Charleston's schools, restaurants, and theaters, as well as most of the job market, kept their doors tightly closed to any hint of integration. In some of the nation's more vicious racist enclaves of the day, high school and college teams simply refused to play any opponent that had even one black student.

Thus the prospects of an African American team like Garnet, which had played well in its recent all-black state tournament, squaring off against an outstanding white team seemed as realistic as an integrated lunch counter on Capitol Street.

But the game took place, and wonderfully so, against Stonewall Jackson High School, which had recently advanced to the state tournament in Morgantown where it lost to Woodrow Wilson 40-37 in the championship game.

Looking back more than 60 years, Stonewall star C.W. "Bill" Jarrett remembers the game as one of his fondest athletic memories.

"That was a marvelous game. I'm glad we played it," Jarrett said from his home in Keystone Heights, Florida.

It is understandable that the Garnet players wanted to compare their talents against a talented white team; it's also understandable that they would have resented their second-class citizenship and might have allowed that resentment to carry over onto the basketball floor. The Stonewall team even considered taking some of the school's football

players for protection, but it wasn't necessary.

"I take my hat off to the Garnet people," said Jarrett. "They could have treated us any way they wanted to. But oh my, you couldn't have asked for better treatment. They couldn't have been fairer, and maybe their fairness cost them the game. They certainly didn't blow the whistle on us at the end when they could have and gotten some foul shots."

A few foul shots might have made a difference — Stonewall slipped past Garnet that day by two points (nobody remembers the exact score). But the Generals (of Stonewall) had an advantage in the presence of George King, who would go on to set a national scoring record by averaging 31.2 points a game at Morris Harvey College (now the University of Charleston), earn second-team All-NBA honors, and excel as a college coach at West Virginia and Purdue.

King scored the opening basket of the Garnet game but, at the time, he was considered only an above-average high school player. Nobody imagined the basketball future that awaited him.

The most noted player on the Garnet team was Jack Norman, who later graduated from Harvard's medical school and practiced medicine for many years in Boston. At the time of the game against Stonewall, his mother taught at Garnet.

Norman, in fact, might have been the Garnet player who conceived the idea of a game with Stonewall. Jarrett doesn't know, but would like to think it was Norman.

"I would love to know who that would have been," he recalled. "I would really believe it must have been Norman. He probably had that kind of mind. He probably said, 'Let's go play that bunch and see if we can beat 'em.'"

Whoever conceived the idea was ahead of his time. More than 60 years



Jack Norman of Garnet High School. Photographer and date unknown.

ago, conventional wisdom insisted that blacks and whites were not supposed to get together in the wholesome world of athletic competition. But on this occasion, they did. And C.W. "Bill" Jarrett is grateful for the memories. ✪

This column by Mike Whiteford appeared in the February 13, 2007, edition of The Charleston Gazette and is used by permission of the author. —ed

MIKE WHITEFORD is a Fairmont native who holds a degree in speech and journalism from Fairmont State College. He moved to Charleston in 1972 and worked as a sportswriter for *The Charleston Gazette* for 39 years, retiring in 2011. Mike's most recent contribution to GOLDENSEAL appeared in our Summer 2014 edition.

The Extraordinary Adolph Connard

By William R. Hudnall

I was 11 years old when Adolph Connard came to our church on Kellys Creek to play and sing. It was 1944, and he had been entertaining mine camp families on this creek in far eastern Kanawha County for years. The church was crowded on this occasion. We children were flabbergasted, laughing to tears, as he conversed with dummies Oscar and Dennis. We wanted more of his ventriloquist magic, and he complied.

Momentarily he picked up his banjo-mandolin. With a well-seasoned voice he sang and told stories



Adolph Connard with dummies Oscar and Dennis in the mid-1940s. Photograph unknown.

about mountain people in coalfields of long ago. Such a treat has never been forgotten. Self-taught, his musical skills had a profound impact on our close-knit mining community. He brought joy to a creek people who had sold their souls to the coal mines. When I grew up I married his niece and became fascinated by the story of this talented, hard-working man.

Adolph Arndt Connard, a first-generation Austrian American, followed his immigrant father into West Virginia's mines. Viennese-born Joseph Mathew came to America on the ship *Westernland*, sailing from Antwerp, Belgium, in the spring of 1894. It's been said within the family that Mathew hoofed it from Vienna to Antwerp. Adolph was born at Deepwater, Fayette County, in 1895. His father, hired as a coal loader by Ward's Kellys Creek Colliery, moved his family there in 1906.

Adolph was a most inquisitive child and excelled at school. At an early age and outside the classroom, he hungered to play music. Before long he was good enough to play mandolin and banjo at family gatherings. Along the way, he learned and taught music theory to creek people, bringing much-needed money to the growing family. The eight-stringed banjo-mandolin, a popular instrument featured in early 20th-century string bands, soon became Adolph's instrument of choice. Before long, he had enough local players to compose a string band. Standing out as tolerant in an intolerant world, he invited talented local black musicians to join him.

Adolph's second string band was the Blue Eagle Boys who played Ward's Opera House. The Opera House served as both movie theater and community meeting hall. When acts such as knife throwers, acrobats, and carnival-style entertainment came to the Opera House, the people had something other than coal loading to talk about.

In 1935 the Blue Eagle Boys were invited to play in the presence of West Virginia Governor Herman G.

Kump. The occasion was Ward's Annual Safety Club Banquet. Adolph's Blue Eagle Boys once entered a talent contest held in Charleston. Among the judges was the one and only Grandpa Jones. Jones admired the band's musical presentation, but said that they needed a good vocalist to make their effort more complete.

Adolph married Virginia "Ginny" Marion, a descendent of Revolutionary War Brigadier General Francis Marion, the famous "Swamp Fox." The pair raised four sons (a fifth died young), and two girls. The boys, Alvin, Herman, Haven, and Rodney learned music from their father, joining him later on the music stage. During World War II, these four boys answered the

nation's call to serve. Rodney served with the U.S. Army in Italy, and was killed in action. His remains lie in the American Cemetery in Florence.

Naval pilot Ensign Alvin Connard flew P6F Hellcat fighter planes off the carrier *U.S.S. Hornet* and participated in air combat over the Mariana and Caroline island groups. After the war, he joined Beckley radio station WJLS. Herman and Haven served in combat with the Marines in the Pacific and followed their father into the coal mines at war's end. The girls were Ila Mae and Wilma Lee. Ginny always had a cow and chickens and added to the family treasury by selling eggs, milk, buttermilk, and butter.

Adolph supported his family by



Adolph with a banjo-mandolin, and his band. Photographer and date unknown.

tireless, backbreaking work in Ward's mines. His fellow workers demonstrated unfailing confidence in his integrity, maturity, and personal conduct by electing him to the important position of secretary to Ward's United Mine Workers of America, Local 340. This was at a volatile time as conflicts between the coal miners and company management seemed to be everyday occurrences. On one occasion striking miners, hidden among trees on a nearby steep mountain, fired rifles at "scab" coal miners as they exited a coal mine portal. Newspapers reported rail flatcars mounted with machine guns patrolling the creek to protect the scabs. State Police and Baldwin-Felts mine guards provided security for the scab miners, intimidating union miners at the smallest provocation. The shooting incident was investigated by the State Police, and several locals were taken into custody.

Dozens of striking workers and their families were tossed from their homes and made to live in tents for three years. The area was aptly named "Squattersville." The Charleston newspaper reported that of about 40 Squattersville families, several children died from malnutrition.

Adolph's family was among those thrown out.

In addition to his talents as a musician, singer, and ventriloquist, Adolph was an accomplished photographer. His perfectly posed photos are likely in many creek family albums even to this day. He understood that children loved to sit on ponies, especially for "birthday poses." So he bought one, saddle and all. He artfully posed his subjects, all the while keeping in mind the effects of light, shadows, aperture settings, and exposure time. [See "'Who Could Refuse?': Still More Cowpokes"; Fall 1996.]

Upon Adolph's death, grandson David Connard, son of Haven, preserved Adolph's camera. Time has taken a toll on the 100-year-old camera. Its bellows torn, but present, David says it is a Conley View Camera, Model B. The 1908 Sears Roebuck catalog listed a similar large-format camera for \$37. To set up the Model B Conley required at least 20 preparatory steps before clicking the shutter. It is natural that Adolph would use members of his family as stand-ins while he practiced setting the camera in place to make a perfect picture. One day, seeking scene balance, Adolph positioned daughter Ila and son Rodney atop

tarpaper seats on the fence in front of his house. It was a hot August day. The kids later complained that the camera setup took so long that their bottoms were nearly blistered from sitting on the hot tarpaper.

Once exposed, the task of developing and printing the photographs was not easy or quick. The Connards rented a three-room company house near the mouth of Ward's Five Mile Hollow. Ward's houses were built using green lumber throughout. Batten boards covered cracks between ill-fitting exterior boards, but somehow Adolph overcame those issues. He added a room off his back porch large enough for his four boys. And since company-supplied water pumps were located an uncomfortable distance away, he drew house water from his own sunken well.

Developing and printing photographs requires temperature-regulated chemicals, and we can only speculate how Adolph managed to carry out the many steps necessary to produce a finished image. Adolph color-tinted selected portraits, made double-exposed action scene photos, and affixed photos onto metal tins. Such tins were very popular during that era.



Adolph is at right in this rare, underground self-portrait taken at Ward mines in Kanawha County.

It was 1945, and the war was over. Saddened by the loss of their youngest son, Rodney, Adolph and Ginny needed a life change. Earlier, Adolph had been diagnosed with severe diabetes. That ailment, added to the detrimental effects of years of coal mining, led company officials to assign him less stressful work. Adolph and Ginny purchased a piece of the earth for themselves in the small community of Brooks, near present-day Hinton. Ginny moved

to their new house while Adolph stayed in Ward in his "homemade shanty." From his shanty home, he walked through the mine tunnel to tend to the company's power substations. Adolph found his way home on weekends by hitching a ride to Montgomery and catching a C&O train to Brooks.

He followed this routine for several years until declining health forced him into full retirement. Late in his life at Brooks, he positioned his camera

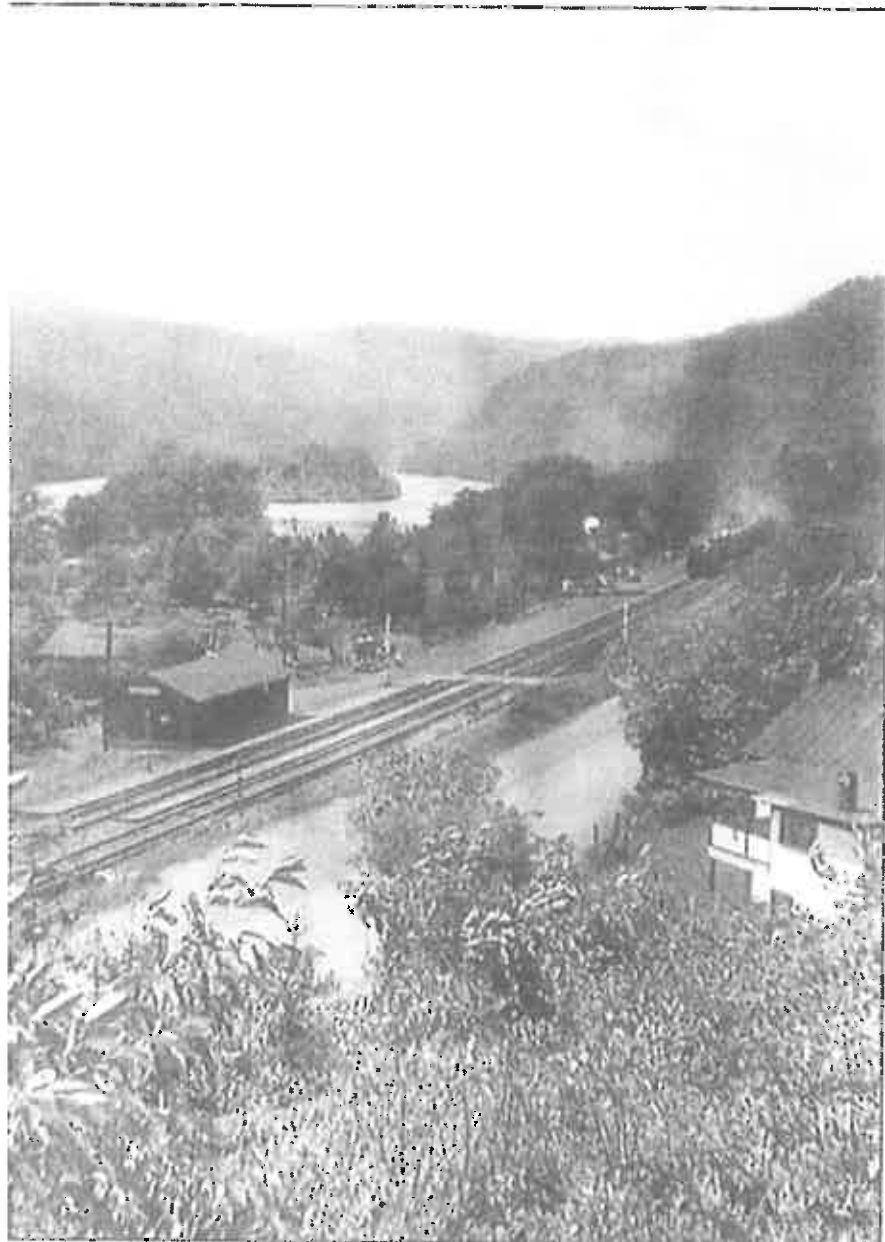
on a hill near his home to shoot his most memorable photograph. As a C&O train approached the station, the landscape perfectly framed, the light just right, the aperture set, the tripod steady, exposure time calculated, he was ready! Then came the "click" of the shutter as Adolph squeezed the release bulb. That photo is prized by his family and is probably the only existing view of the area.

Adolph's niece Gail Hudnall recalls that at the end of a long workday, he would pay her five cents to massage his tired feet. She and her sister Carol spent many comfortable nights on Ginny's feather mattresses.

Grandson Mike Hartley, son of Ila Mae, remembers Adolph and Ginny: "As a young boy I lived two years with them and have firsthand knowledge of Grandpa's integrity and strong work ethic," Mike recalls. "Chores I was required to do included feeding the livestock, gathering eggs, and stocking the stoves with wood and coal. He taught me how to hunt and trap. It was rare that we did not have rabbit or squirrel on the table over the winter months. I learned to cuss one day summer, but never in front of him, as he had me carrying two full five-gallon water buckets from a nearby creek every day to [water] his newly planted tree seedlings on the mountain above. Grandpa loved music so much that he broadcast his live music over loudspeakers to the benefit of the neighborhood."

Family reunions were full of music, fun, and conversation about Ward days. Adolph and Ginny had a comfortable retirement in spite of Adolph having lost a portion of his leg to the ravages of diabetes. I'm 80 years old, and memories of Adolph Connard remain happily very clear. 🌻

WILLIAM R. HUDNALL was born in Donaldson Hollow, Kanawha County, and is a graduate of East Bank High School. William holds a bachelor's degree in secondary education from Kent State University and a master's degree in educational supervision from Monmouth University. He retired from the U.S. Army as a lieutenant colonel in 1979 after 26 years of service. He now makes his home in Charlottesville, Virginia. This is his first contribution to GOLDENSEAL.



In addition to his other skills, Adolph was an accomplished photographer. This prized shot of the train depot at Brooks was taken by Adolph in Summers County in 1945.

Battle of the

Between New Martinsville and Paden City, about two miles east into the hills, was Van Camp, a pre-Civil War settlement with combined post office and store, a church, and a school. It was named after some of my ancestors, members of the Van Camp family of Wetzel County. Deep in my file of family photographs was a 19th-century Van Camp farmhouse with my great-grandparents, grandmother, and the family dog posing in front of a paling fence, which kept sheep, cattle, and chickens at bay. The picture showed open upstairs windows with no screens, open to insects from barnyards full of domestic livestock like Mike and Leck, oxen raised by my great-uncles. It was springtime, and the ladies were cleaning house. Pillows lay in the screenless window sills, exposed to the sunlight for airing.

Early Van Camps could kill wolves and snakes, befriend the Indians, and clear the wilderness, but insects could only be endured. Bugs beyond counting plagued them. They had only their folklore and ingenuity to use against the insect multitudes. Keeping food safe from insects, the pantry was a dark windowless area where a door opened only at mealtime to get victuals and return them to shelves after the meal. Some essential condiments remained in the center of the kitchen table, securely

covered by a cloth to prevent insect visitation between meals. Also there was a dark cave cellar built into the hillside behind the house, where ladies kept food items cool. Insects could not penetrate the cave with its only opening being a heavy door.

Screen doors, common for nearly 150 years, were rare before 1870. Coping with the biting and stinging fury of droves of obnoxious pests attacking their pioneering efforts resulted in the inevitable invention of the modern screen door.

The welcomed screen door incorporated screen mesh to block flying insects from entering while admitting air and light. After the metallic screening was patented on April 22, 1884, by John Golding of Chicago, Illinois, the screen door was invented in 1887 by Hannah Harger of the University of Central Florida. My ancestral family was probably the first in Van Camp to obtain a screen door. Buying it was rather simple since the sale of miscellaneous farm produce covered the cost. Hanging it wasn't a problem since hinges were plentiful having been salvaged from discarded doors. Opening and closing the screen door was easy since there were homemade wooden handles both inside and outside. But the door was severely limited in that it never remained tight against the door stop; it hit the stop upon closing and eventually settled in

an open position a few inches from the stop. This allowed insects to enter, defeating the purpose of the screen.

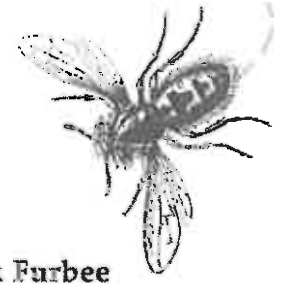
The Van Camps were fastidiously clean people, a trait inherited by Grandmother Van Camp Long, with whom the Furbees lived. Combating the tendency of doors to settle slightly open, they fashioned buttons, snaps, and dead bolts to maintain closure. But these devices depended on consistent human behavior, remembering to use the contrivance for keeping the door shut tightly. To make absolutely certain the door was closed, multiple closure maintenance devices were sometimes used on one door. But human forgetfulness prevailed: doors relaxed in an open position.

Often the unattended door remained open for hours until someone used it again. The house might fill with insects in the meantime. Not only did insects gain free admission, cats, dogs, and a variety of poultry could enter. If the screen remained open after dark, a greater variety of varmints filled the house. In my father's bachelor days, an open kitchen screen door once attracted an innocent and hungry horse who adopted the Long kitchen for a stall where he treated himself to water and leftovers.

After selling some butter and a few dressed chickens to customers in New Martinsville, my folks



BUGS



By Jack Furbee



purchased a welcomed addition to the screen door at Wells Hardware, a metallic coil spring 12 inches long. It attached to the center of the door and then stretched and attached to the hinge side of the door frame on the inside, the purpose being to draw the open door shut. The person exiting

or entering continued on his or her way with the door closing because of the spring's tension.

The Longs were quite happy with the spring as it drew the door shut, accompanied by its loud slam against the doorstop. However there was nothing to hold the door tight. Again

they found themselves using the snaps, buttons, and bolts to tighten the door against the stop. The ladies found flies pestering the household since they flew through an opening caused by the inadequacy of the spring. In disgust and disappointment that their screen door with its spring was



John Marshall Van Camp, seated, with daughter Euna Brany and wife Margaret Ann Martin in the 1860's at Van Camp, Wetzel County.

less than perfect as a fly deterrent, reluctantly they adopted other fly elimination techniques of a less mechanical variety but very popular in the Van Camp community. A flypaper or glue fly ribbon was inexpensive and simple to install. The ladies simply untwisted the ribbon and hung it with an enclosed thumbtack in the desired location. Ribbons emitted an unpleasant vapor for a few days, but eventually the odor subsided. The sweet, sticky ribbon about two feet long was generally attached to the ceiling in areas where there was less traffic below, with care taken to avoid food preparation areas. Soon the ribbon was covered with flies, mosquitoes, and many airborne pests.

Some insects avoided the flypaper to become survivors of human attempts to exterminate them. Another direct attempt to battle the bugs became part of the household insect arsenal. In 1905, Dr. Samuel J.

Crumbine, a member of the Kansas State Board of Health, set out to rid the state of a bumper crop of flies. While attending a Topeka softball game, Crumbine was inspired by the crowd's chant of "swat the ball." The next issue of his Fly Bulletin bore the headline "SWAT THE FLY." This inspired schoolteacher Frank H. Rose to construct a device from a yardstick and a piece of screen. The holes in the screen were essential because a fly can sense the air pressure of a solid object like a hand. Rose called his invention a "fly bat." Dr. Crumbine renamed it "fly swatter."

Before a meal was served, the Long ladies of Van Camp patrolled the eating area determined to eliminate flies that had somehow evaded the screen door and fly ribbon. These women had perfected a quick motion of the hand, wrist, and arm in order to eliminate one fly after another with a fly swatter.

Their skill amazed me as a child as I waited with stomach growling for the delicious meal sitting on the table.

The ladies had come a long way from early days when there were no screens. Unaware of the disease-carrying danger of flies, they worked intently toward a clean house free of insects. Admittance of insects through any crack or opening was strictly unacceptable.

Another closure device, second only to the spring and a bit more mechanical, the door catcher ensured that the screen door would remain closed. The closing action of the door engaged a catch or rubber roller, having a strong steel spring that closed the door tightly and held it in a shut position by a second rubber roller. With its stout construction, especially the strong short spring, the door catcher was a sure sign that the inhabitants were serious about what entered their



A pair of oxen at the Van Camp farm, date unknown.

house. With this final contrivance the ladies seemed pleased, although flies would probably exist indefinitely long after screen doors, flypaper, and ribbons have vanished from the earth. They would survive even as the Long ladies fought valiantly for their extermination.

In one last attempt to discourage insects' future in the Long house, my grandmother crept silently away from the family as they listened to their nightly radio programs over Wheeling and Clarksburg radio stations. Quietly and cautiously she carried a glass of leftover soapy dishwater in her right hand and a kitchen chair in the other. Looking upward toward the white wallpapered ceiling aglow with the soft rays from the oil lamp, she paused and rested her rotund form before undertaking the most daring part of her exploit. With major effort and caution, she climbed up on the chair as she gingerly balanced the glass of soapy water, clinging tenaciously and somewhat un-

ily to the back of the chair. For an elderly lady of scarcely over five feet, this act was comparable to that of a beginning tight wire walker taking his or her first steps over a chasm below. Keeping her eyes over upward, she gently raised the glass to within one inch of the ceiling. Above the glass was the object of her quest, a fly resting from a day of annoying humans. Suddenly Grandma stretched her chubby arm upward to its full length, a move and posture uncharacteristic of her, so that the rim of the glass touched the ceiling surrounding the fly. Dropping into the soapy water, the fly met its end as did several others as Grandma relocated her chair and repeated her gymnastics going from one room to another. Holding the glass containing the last fly cadavers for that day, Grandma descended from the chair, quite pleased with her catch. She almost complained aloud about her arthritic knees, but silent suffering seemed more appropriate.

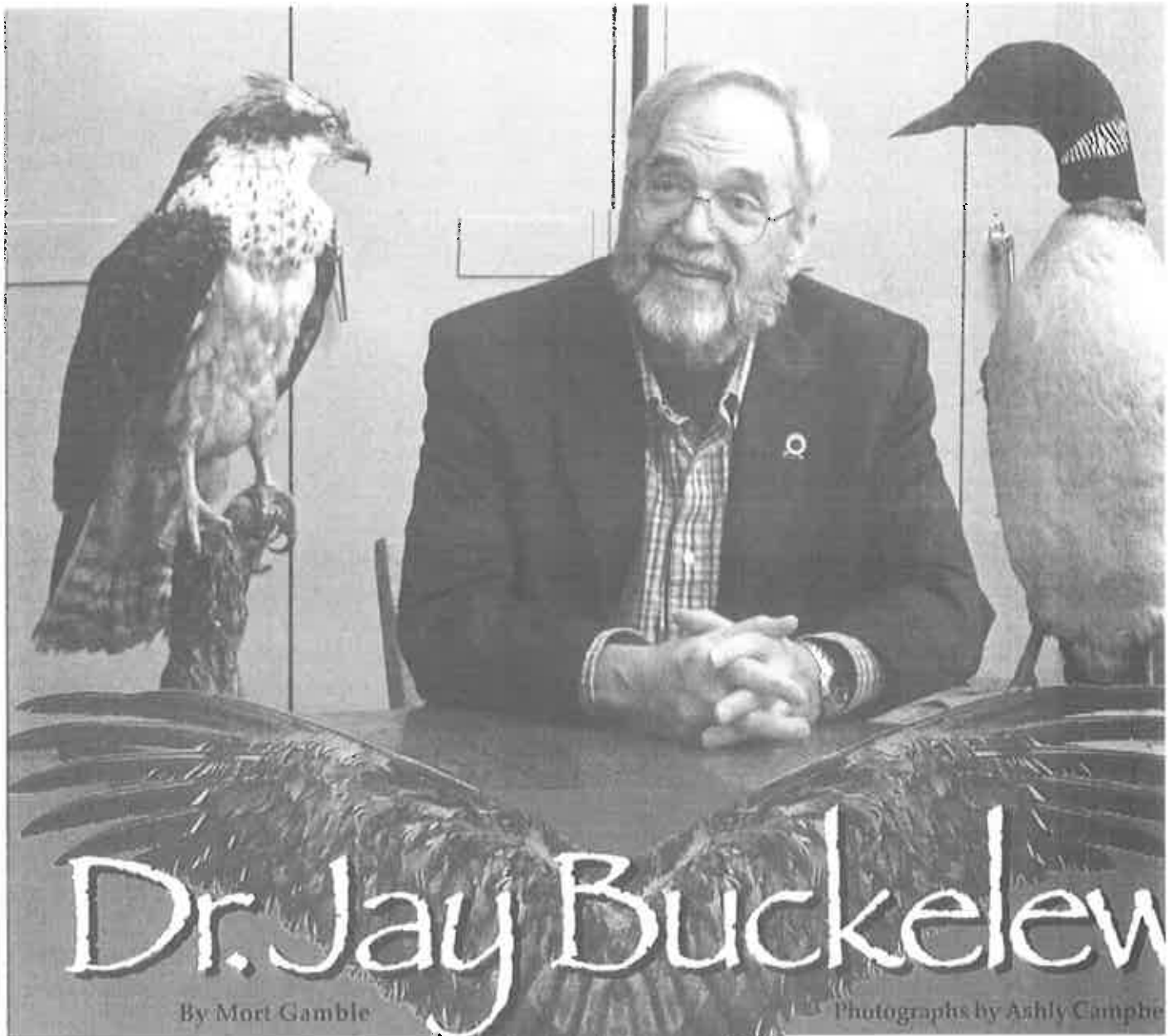
Winter provided a rest period for the screen door since insects were dormant. Still hinged, it retired in an open position fastened to the adjacent wall. The spring was released to fall along the main door frame where it rested until another fly time. The door catcher remained open in its released position all winter, waiting to grasp the screen door upon its first closing in the spring. Within a kitchen drawer lay retired weapons of warfare, the flypaper and fly swatter, eager to serve at the behest of Long ladies for one more season, one more battle of the bugs. 🦋



JACK FURBEE was born in 1934 in Wetzel County. He holds a master's degree and a doctorate in education from West Virginia University and served 35 years as an educator, counselor, and administrator. He now lives in Bourbonnais, Illinois, where he is professor emeritus at Olivet University. Jack is the author of the book *Growing Up Appalachian in the Van Camp Community of Wetzel County, West Virginia*. His most recent contribution to GOLDENSEAL appeared in our Winter 2014 edition.



This hog pen at the Van Camp farm must have been a haven for flies and bugs. Date unknown.



Some years ago, ornithologist Dr. Albert R. "Jay" Buckelew, Jr., hiked through the unmarked, backwater trails of the Trough, a scenic, mysterious section of the South Branch of the Potomac River flowing north between Moorefield and Remney. [See "Our Cruise on the South Branch: The Log Book (July 13-27, 1919)," by Harold Field; Summer 1998.] He was in search of something that few knew was there, something that he himself had never seen.

The Bird Man of Bethany

Left: Dr. Albert R. Jay Bucklew, Jr., with an osprey and a loon at Bethany College.

Right: Jay with a tray of preserved bird specimens. The college has an extensive collection of stuffed birds, some dating to the 1930's.

The Trough is surrounded by steep mountainsides, stands of forest, and the occasional farm clearing. Its waters alternate between small sets of barely navigable rapids and deep pools that go by such local names as the "Blue Hole." Beautiful but hardly inviting, the terrain is largely inaccessible except by ATV, boat, or rail. On this day in June of 1982, the South Branch Valley Railroad, traveling a former spur line of the B&O, brought Jay and some 70 of his fellow scientists and wildlife enthusiasts from the Brooks Bird Club to a place so remote and rugged that it could have aptly — and literally — been known as a place where only eagles dared.

For it was *Haliaeetus leucocephalus*, the American bald eagle, still endangered then, the target of misguided shooters, its fragile eggs long the victims of the pesticide DDT, that Jay had come to see and to study. A professor of biology at Bethany College, Jay had heard there was a nesting pair of eagles in the Trough — probably the first successful nest in the state in modern times — working their way upstream from the Washington, D.C., area into the Potomac watershed. Accustomed to extreme hiking to find rare species of wildlife, Jay was determined to see them.

Fairly common in West Virginia now, bald eagles were still a rare sight throughout the Eastern U.S. when Jay approached the railroad about transporting him and his party, camping nearby on one of the forays of the Brooks Bird Club, deep into the Trough in search of the living symbol of America. They



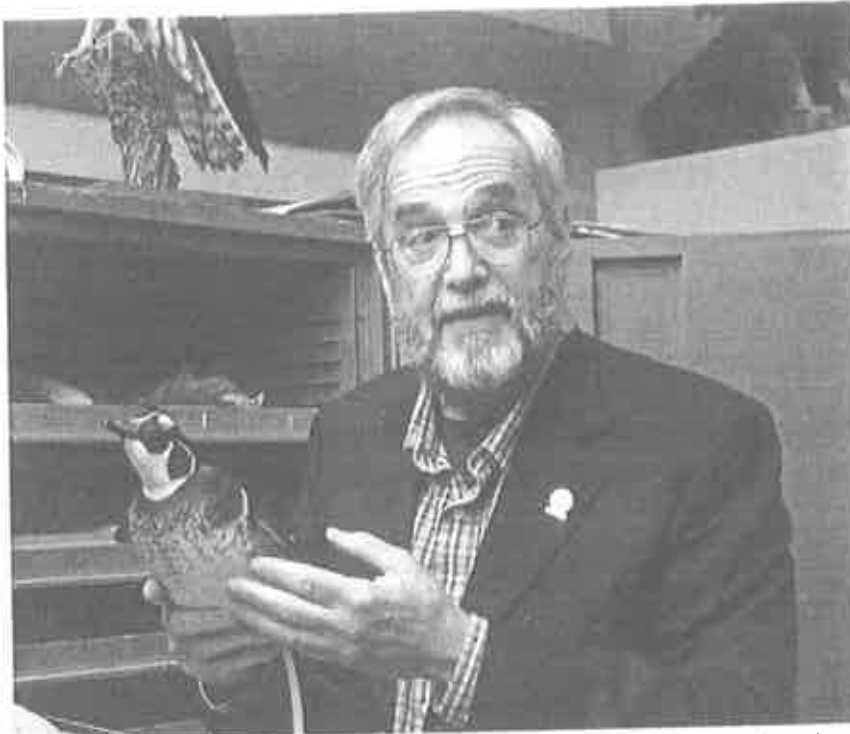
could walk back in there, but such a journey would take a toll on the less able-bodied of the group.

"I thought, wow, wouldn't it be neat if we could get in there and see the nest?" Jay recalls. "The railroad went through, and my idea was to get permission to walk over the South Branch on its railroad bridge. We

could walk up the track and view the nest."

After first consulting with the West Virginia Department of Natural Resources, Jay sold the railroad officials in Moorefield on his idea.

As Jay and others who rode the special train approached the nest site, they were joined by those who



Now retired, Jay taught various science classes at Bethany College from 1969 until 2011. His favorite subject was ornithology — the study of birds.

managed the trip on foot. "We walked up to and above the nest, and looked so we could see into it," Jay remembers. "I'd never seen an eagle nest up close like that." An immature eagle, black and without the familiar white-feathered crown of adult specimens, was perched on the nest.

What Jay saw next was totally unexpected, even for an experienced biologist. "The ground below the nest was littered with box turtle shells," he says. Eagles may look majestic, Jay explains, but they are also opportunistic scavengers. "I couldn't imagine there were that many turtles in that area," he marvels. "They sure had picked up a bunch of those."

About a year later, the railroad started offering regular tourist excursions into the same area to see the Trough's star attractions. The special train is now known as the Potomac Eagle.

Jay sits back in a comfortable chair at Bethany College's Erickson Alumni Center and continues talking about his favorite subject, one that has filled and directed his life for more

than half a century. It's plain to see why, when he retired in 2011 after 42 years as a member of the biology faculty at Bethany, he couldn't let go of his passion — birds.

Jay's career has taken him to the highest, most breathtaking peaks of West Virginia's mountains and to a classroom in the former state penitentiary at Moundsville. Today he remains active with the Brooks Bird Club, named in honor of naturalist A.B. Brooks, and continues as editor of *The Redstart*, the club's respected journal of ornithology and wildlife. He also serves as chair of

The thrill of sighting a rare species aside, birds are a serious subject for Jay; he understands all too well why they should matter to the rest of us, too. In the world of veteran ornithologist and scholar Buckelew, birds are the bellwether of our planet's health. When birds are few where once they were plentiful, nature is sounding the alarm. We do well to listen, he says.

"In some ways, it's hard to be optimistic, but I am moderately optimistic that we can keep most of this together," he points out — "this" being the ecosystems of the world that sustain life.

"Visit Hawaii where native species have been forced out," he says. "They've finally learned their lesson. You're now inspected for invasive plants and animals at the airport." He should know because he has visited the islands six times and studied the impact of invasive species on the Hawaiian Islands.

"On balance, we probably aren't doing too badly in the United States," he comments. "We woke up to DDT. I read Rachel Carson's *Silent Spring* when I was a sophomore in college. Earth Day has helped. There are still problems worldwide, and each government approaches environmental problems in a different way."

Human overpopulation is the biggest environmental concern, he says, along with pollution and the invasion of native ecosystems by alien flora and fauna.

As he has for many years, since at least the mid-1970's, Jay participates in the Brooks Bird Club forays that result in bird counts known as the singing male census

Oglebay Institute's Friends of the Schrader Environmental Education Center. The Institute sponsors summer natural-history camps for older teens and adults at Terra Alta, where Jay served as a camp director in the 1970's.



"You get up at 4:50 in the morning and go out and record all the birds that are singing on a study plot every morning for about an hour and a half for a week," he says. Popular foray study areas include the Old Spruce Scenic Area in Randolph County. Jay publishes the data in *The Redstart*.

Hardy County is rich bird country, he points out, with its loggerhead shrikes, blue grosbeaks, barn owls, and, of course, the eagles that glide above the river, snatching in sharp talons an unsuspecting bass or trout, and flying off again in one continuous maneuver that lasts only seconds. It is clear, hearing him describe the ways of birds, that Jay admires the drama and spectacle of flight, the diversity of species, and the essential role that such creatures play in our own survival.

Yet he is, above all, a diligent scientist. Among his greatest and proudest achievements is a book-length study of West Virginia's bird species that took Jay to almost every county in the Mountain State, *The West Virginia Breeding Bird Atlas*. Coauthored with the late George A. Hall, professor emeritus at West Virginia University, and published by the University of Pittsburgh Press in cooperation with the West Virginia Division of Natural Resources, the book grew out of a mapping of breeding bird species of West Virginia for the period 1984 through 1989. It was a huge, six-year undertaking for Jay — akin to "another full-time job," he recalls. But, he says, "it was a spectacular experience" during which he met people from all over the state. He is currently assisting with a second breeding bird atlas, now in development.

Jay's career is so commonly identified with the wildlife of West Virginia that many might not realize that this is not his home state. Born in Washington, D.C., in 1942, he spent his early childhood years in Livingston, New Jersey, where birds captured his interest and curiosity early on. "I was always interested in them," he says. He remembers hearing from his crib the distinctive "meow" call



Jay and his backyard bird feeder. He is proud of his homemade squirrel baffle.

of a catbird outside the bedroom window. Later, "My mother said I climbed a tree and made a nest out of mud and straw and twigs for some robins. They certainly wouldn't use a nest I made," he says with a laugh.

Jay and his wife, Susan, are both graduates of Fairleigh Dickinson University, and he earned his Ph.D. in microbiology from the University of New Hampshire in 1968. It was there that he began seriously pursu-

ing his interest in birds, hunting for waterfowl while canoeing. In 1969, he joined the faculty of Bethany College where he is now professor emeritus of biology and has received numerous awards and recognition for his teaching, research — authoring papers in ornithology, biochemistry, and microbiology journals — advising, and campus service. The Buckelews have two daughters, Dana and Sara, who often invite their parents to their



In many respects, Jay inherited his job — and the extensive bird collection — at Bethany College from ornithologist and artist Dr. George M. Sutton (1893-1982). Here Jay poses by a bust of Sutton in the college's natural sciences lab.

homes in Georgia and Colorado for hiking and adventures in the outdoors with their own children.

Among Jay's many gifts is the ability to excite students of diverse backgrounds about the wonders of nature. An alumna of Bethany, who grew up in the Bronx, New York, comments that his ornithology class opened up a whole new world for her. "I didn't know anything about birds. A cardinal? What was that?" she says with a laugh. "The only bird I had ever seen in the city was a pigeon."

For a time, he taught biology courses inside the high stone walls of the former West Virginia Penitentiary. [See "A Tough Joint": The West Virginia Penitentiary at Moundsville," by Joseph Platania; Summer 1995.] Teaching inmates was the easy part. "My classes were a challenge there," Jay recalls. "Some of the courses required supplies and equipment, like microscopes, none of which the prison had. I had to bring a week's lab in a box. Taking alcohol burners

into a prison — the guards didn't like all this stuff I was bringing in."

Then there was the challenge of teaching field botany. Jay explored the prison yard and found some plant diversity, but to be effective, he felt the course really required one or more field trips. So he sought permission from the warden.

"There's a problem with that," Jay remembers the warden saying. "We cannot take the residents off state property. How about the prison farm?"

Finally they settled on the farm and the prison cemetery, located away from the penitentiary, which was wooded and not mowed frequently. That would suffice for a field trip, and the cemetery tour was organized — for daylight hours only, of course.

"I rode with about 10 inmates in

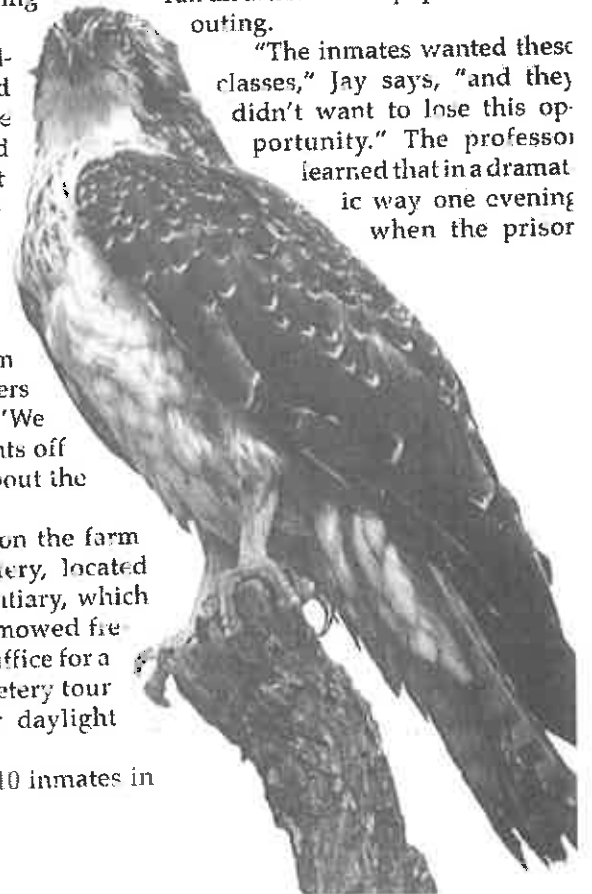
one of the prison vans," Jay recalls. "There were bars on the windows and big letters on the side. Two guards went with us, the driver and one with a shotgun. I rode in back with the students. That didn't bother me."

Everything got off to a smooth start — until the van passed an old friend of Jay's on the sidewalk. It was Sam Shaw, publisher of the *Moundsville Echo* newspaper and a fellow bird enthusiast through the Brooks Bird Club. "I'm looking out the window of a prison van," Jay says with a laugh, "and we stopped, and Sam looked right at me. What was he going to think?"

The prison botany class drove on to the cemetery out in the woods. People were barbecuing nearby. "The guards were pretty nervous," Jay recalls. "I'd say to the class, 'Come on over here to see this!' And they would run over to see. That made the guards even more nervous."

The class was a success, with inmates earning credits and two eventually being awarded degrees. Sam Shaw called Jay the night of the excursion, and about a week later ran an article in his paper about the outing.

"The inmates wanted these classes," Jay says, "and they didn't want to lose this opportunity." The professor learned that in a dramatic way one evening when the prison





Dr. Jay Buckelew and a display case of stuffed birds at Bethany College.

suddenly went into lockdown. An inmate elsewhere in the prison had escaped, and a guard ran in, ordering Jay's students to return to their cells.

"I had another hour of lecture," Jay says. "The inmates just sat there. Minutes passed. No one said anything, but they knew what had to be done. Finally I said, 'Well, I guess you need to leave now.'

"And they said, 'No, we're not going anywhere until they send a guard to get you out of here safely.'

"Another guard arrived and again ordered the class to leave. They told him they wouldn't leave until 'our professor is escorted out of the prison.' So finally I was led to safety.

"I never felt threatened," Jay recalls of his prison experience. "Maybe I should have."

Even the most devoted professor knows when it is time to leave the classroom. In the spring of 2011, Jay taught his last regular class at Bethany College. But there was one more surprise in store for him. Un-

known to him, donors to the college established an endowed fund named in his honor to continue his legacy of teaching and research. During homecoming weekend later that year, colleagues and former students gathered quietly in the Kirkpatrick Science Hall at Bethany to surprise and celebrate a beloved professor with the announcement of the new fund.

"Dr. Buckelew has been a devoted professor, advisor, mentor, and friend to Bethany students across the past four decades," said Bethany President Dr. Scott D. Miller as he announced the creation of the Buckelew endowment. "Although he remains a valued member of our campus community, Bethany's classrooms and laboratories will never quite be the same without him." Jay stood quietly nearby during the ceremony, clearly moved by the moment. He later sent personal notes to all who had contributed to the fund.

With his real classroom always being the natural world, in a sense he has not truly retired. He still answers

what for him is the irresistible call of the wild. He says he misses teaching students on a daily basis, but much is yet to be discovered in the outdoors. Nature continually beckons his precise, scientific perspective and his love of her mysteries and complexities.

"There isn't a bird that is boring," Jay says with conviction. "The rock pigeon, the red-winged blackbird—these are not boring birds."

When he saw a bald eagle down the road from his Bethany home, patrolling near the creek known as the Buffalo, Jay related the story with excitement.

"They're here. We have them!" And always the teacher, he is ready with another story. 🦅

MORT GAMBLE was born in Cumberland, Maryland, and grew up in Moorefield. He earned a doctorate from West Virginia University in higher education leadership and currently is assistant to the president at Bethany College. His most recent contribution to GOLDENSEAL appeared in our Fall 2012 issue.

Text and photographs by
Carl E. Feather

Building Houses for a Feathered Clientele

Doug Simmons of Cass is a carpenter who once built custom homes for upscale Pennsylvania residents. He has since modified his client base: he builds "log cabins" for most any North American resident with wings and a beak.

Doug peddles these rustic birdhouses at the intersection of routes 33 and 55, in the shadow of Seneca Rocks. Three long tables, set up end-to-end and filled with the rustic birdhouses and feeders three to four deep, beckon motorists with any appreciation for wildlife to stop and shop.

He is usually there every Saturday that is relatively dry and temperate, spring through fall. Signs announce the prices and "NO SUNDAY SALES," which seems pointless because Doug does not set up on Sundays.

"I go to church on Sundays," he says. "[The sign] is to let [shoppers] know I won't be here."

Doug lives with his mother in Cass, about an hour's drive from the prime selling spot. Doug's mother and late father are natives of Pocahontas County, but Doug grew up in Maryland and Pennsylvania, where his parents spent their working years. They retired to their hometown, and Doug followed them there in 2001, when a car accident changed his life in a flash.

"I was laid up for a couple of years," says Doug, who is permanently disabled. "My parents were living in Cass, so I moved back here with them."

As boredom set in, Doug looked for ways to use his skills as a carpenter on a smaller, less strenuous level. Birdhouses and lawn ornaments

seemed a good option.

He went to the library and researched birdhouse designs — Doug wanted to make sure his houses would be functional and handsome. Doug discovered that design details like the diameter of the entrance, depth of the interior, habitat, and the height of the house off the ground are important considerations when custom building to a species.

For example, the same house can be used to attract a titmouse or a downy woodpecker — it all depends on the habitat into which the house is placed and its distance from the ground. A warbler house has an entrance hole of 1.5 inches in diameter and should be placed near a river. The wren house, although it looks similar, has a smaller entrance hole.

Dozens of birdhouses made by Doug Simmons of Cass beckon tourists at Seneca Rocks. Here Doug chats with Carl J. Feather of Kingsville, Ohio, father of our author.





Doug Simmons creates his log cabin birdhouses out of scrap wood. He also sells bat houses, bird feeders, and musical instruments.

Doug adapted the basic house plans to a "log cabin" style of construction of his own creation. The "logs" are white pine cut from $\frac{3}{4}$ -inch rough-sawn lumber that he obtains from a mill near his home. He rips down 6- and 8-inch-wide boards to create the nearly square logs that literally are the building blocks for his creations.

Doug tops off each house with white pine slabs or recycled metal roofing.

"I use some reclaimed wood and tin," he says. "I salvaged the metal roof from the Trails Inn in Marlinton when they tore it down."

Doug labels each house as to the species for which it is designed. He also builds boxes that attract bats and screech owls, but they do not utilize the "log cabin" construction method. And he offers a "birdie bed-and-breakfast" in several incarnations

that cleverly use what appears to be a birdhouse as a seed reservoir for the feeder. He stains the wood and uses both glue and nails to make sure his houses and feeders withstand the weather. And he made up a reference to help buyers choose the house that's right for the birds they wish to attract.

Yes, it appears that Doug is quite the birder.

"I like birds, but I do it just to make money," he admits.

In addition to setting up at Seneca Rocks on Saturdays, he peddles birdhouses at the "gap," a well-known vending spot near Petersburg on Fridays, and, to break the boredom, Crystal Springs in Elkins, also on Fridays.

Several years ago, Doug became interested in playing guitars and other stringed instruments, and he has gradually added new and used

guitars, banjos, and mandolins to his birdhouse business. Doug sets up the instruments under a canopy separate from the birdhouses and, at the first sprinkle of rain, closes that department and carefully wraps each instrument in bubble wrap before returning it to its case.

On days when his fingers are nimble and the traffic slow, Doug picks out gospel tunes on a guitar to pass the time between customers, but he is very bashful about his abilities as a musician.

Doug won't say how many instruments or birdhouses he sells on a typical Saturday.

"It's been slow, everything's slow," he comments. Has he ever had a day that he did not sell at least one birdhouse?

"No. It never gets that bad," he says, politely refusing to disclose sales figures. He does say, however, that he gets a fair number of "shoppers" who are more interested in directions than birdhouses.

The most requested directions are to Smoke Hole Caverns, Canaan Valley, and, as ridiculous as it sounds, Seneca Rocks.

"They ask, 'Where are Seneca Rocks?' or 'Do you have a map so I can find Seneca Rocks?' It's incredible. They'll be coming down from Elkins, and they will have seen them for several miles but still ask," Doug says.

If the person appears to be sincerely ignorant, Doug simply points to the rocks rising some 900 feet in the background. But if the tourist seems to have an attitude, Doug will have some fun and provide bogus directions.

"I've sent them all around looking for the rocks," he says with a grin. ❄

For information about Doug Simmons' birdhouses and instruments, contact Doug by email at backmountainbirdhouses@gmail.com.

2014 LIARS CONTEST

The tales were tall and the bull was flying at the State Liars Contest at last year's Vandalia Gathering. This annual event proudly provides some of the most preposterous prevarications we have ever been privy to. Once the air was cleared, the winners were announced. They were:

Biggest Liar (First place) -- Fred Pollack, Charleston
Bigger Liar (Second place) -- Ariana Kincaid, Charleston
Big Liar (Third place) -- Gary Buchanan, Creston
Youth Award -- Noah Lepp, Charleston

Congratulations to our winners! Here are excerpts from some of the winning tales.
Photographs by Tyler Everi.



Fred Pollack.

1st Place -- Fred Pollack, Charleston

"Kanawha Kraken"

The Kanawha River starts out at Gauley Bridge up there where the New River and the Gauley come together. Then it goes 97 miles down to the Ohio River.

If you look carefully somewhere between the South Side Bridge and the Highway 64 bridge, there's some kind of big fish under there. Now, Mayor Danny Jones says it's just a big catfish. But a catfish with eyes that glow? I don't think so.

I did a little research on this, and I went right here in Charleston, in this Cultural Center, to the Archives in the basement to find out what's going on.

I found out that the Marmet Locks were built in 1924 to control flooding in Charleston. But the Winfield Locks? Why? Then I found a document down there from the government that said they were trying to control the Kanawha Monster right here in Charles-

ton and keep it here.

I didn't believe it, so I asked some politicians. I asked Governor Manchin right next door here at the Governor's Mansion when he was governor before he was a senator, and he said he thinks he saw something in the EPA documents in his library. So I went there, but unfortunately it was the one that he'd shot with a shotgun so it wasn't there anymore.

Brigadier General Chuck Yeager was here in town, and I asked him, "You know that time in 1957 when you flew under the South Side Bridge, did you see anything?" He said, "Yeah, a huge thing. It was as big as a school bus." But he'll never mention it again. He'll never talk about it again. And he never has.

I asked Shelley Moore Capito if she knew anything about it, and she said, "Talk to Mitch McConnell, because I always vote the way he does anyway." And Mitch McConnell said, "As long as you keep that thing out of Kentucky then we're all right. We need the water to make good whiskey."

Last summer in July I was walking along the Kanawha River right in front of the capitol, down on the lower walkway, and there on the side was a beached little fish. When I say little, I'm talking four feet long. It had big kind of jaw-like teeth, and it didn't look good. Its little wings were kind of all shriveled up, and its little dorsal scales didn't look good. The only thing I could think to do is I threw it in the back of my pickup truck, took it up to South Hills where I live, and threw it in my swimming pool.

All last summer we worked on resuscitating that little fish monster. "Kanawha Kraken" some people call it. We didn't know what to give it, so we tried everything. We tried a little bit of vitamins, minerals. We went down to GNC at the mall to get some stuff, and it wouldn't get better. Finally my kids gave it some candy. And it got better! Its little wings perked up, its eyes started to shine again. And they found it was best on Good & Plenty candy.

We studied why. It wasn't the sugar. It turned out it was the licorice. The licorice was making that darn

fish healthy again. My kids, for their science project, found out that if you gave it one part per billion of licorice, then it was okay.

And that little thing got better and better. I went back down to the Archives here, and I looked back in the dustiest part, right below where the museum is, where there happens to be a fossil. They say it's extinct - big lie.

Then I found out there's a government program with a front called something like Freedom Enterprises that's supposed to supply the licorice for the water for these monsters that are going to be used for defense purposes.

But nobody listened to me. I've got to come to the liars contest to tell this. So the only way I can get my

word out is maybe if I get first prize in this contest. Thank you.

2nd Place - Ariana Kincaid, Charleston

"Skirling"

I love the sound of bagpipes. It's one of my favorite instruments, and that's part of the reason why I love coming to Vandalia because I get to hear them out there in the Great Hall. It's just such a neat sound. It starts with this low droning noise, then it works up to this screeching, high-pitched squeal. I don't think that it's any accident that the word that you read when you read about bagpipes, that they describe the sound as skirling. Skirling is a synonym for shrieking.



Ariana Kincaid.

After the Jacobite uprising in 1745, the British, who won that one unfortunately, they outlawed the bagpipes in addition to kilts and plaid. They outlawed the bagpipes as a weapon of war. They were afraid of the sound of the bagpipes, literally.

We were wondering one day how the bagpipes came to be. Why would you figure that a plaid sack and some sticks would make this noise? I have a cousin who's done a lot of genealogy for our family, and he's looked into our family tree. And our earliest traceable forebear actually had a notation near one of his inventions that it was an inspiration for the invention of the bagpipes.

These plans that we saw looked like a chair. They called it the highland litter, and it was two rectangles that were made of wood that were crisscrossed and kind of pinned together. The rope was lashed between two of the arms of the "X" that this frame made. So that made sort of the seat and also held the chair together. These plans were some 250 years old.

I also am involved with a group of reenactors, many of whom wear the kilt. I told them about these plans that my cousin had found, and they said, "Yes, we've got to make this chair. This is awesome. It's the earliest known folding chair." And so we made one, and we took it to the next encampment and everybody wanted to sit in it and try it out.

So as the evening wore on, with more people sitting in it, the ropes in the chair started to settle and sag a little bit. And of course dew had settled on it which led to more stretching of the ropes. My friend Walt had helped me build the chair, so he got to be the last one to sit in it and chose it for his chair for the evening.

We were sitting around the fire playing music, singing. A couple people had bagpipes out. And other things began to settle within the kilt as he was sitting in the chair. It began to settle through the ropes of the chair. We didn't realize that he was sitting close to the fire, so as the evening wore on, the ropes actually started to tighten back up again. We'd been drinking,

and nature began to call. So Walt went to answer nature's call, and, as he stood, the chair rose with him. And we heard this sort of low, moaning, droning noise before it reached up to a screech as Walt was trying to pull this off of him. As he was silhouetted in the firelight, we saw the sticks of the chair over his shoulder tied together with the ropes and the thing in front and this plaid-covered bag. It was horrible. And that is how the bagpipes came to be invented.

Youth Winner' – Noah Lepp, Charleston

"The Five Bears"

You may not know this, but Warren Buffett really likes to hold contests. A couple months back actually, he held a contest that whoever could tell him a story that was undeniably false, he would give them \$5 million. And lots of people came and lots of people told him stories, but the four financial advisors who were acting as judges always said that the story could've been true. A while into the contest, I came in and I told him this story:

A long time ago when my dad was a kid, he saw these five bears out in the woods. He thought it would be really cool if he could catch and tame and ride those bears. So he started chasing them, and he chased them for many years. But then eventually he started to get old, no offense, and he enlisted me to chase the bears for him. So I chased them all around West Virginia.

I chased them over Spruce Knob, around Dolly Sods, all the way up to the Northern Panhandle, all the way across Blennerhassett Island, through a still in Upright, West Virginia, and through the Great Hall of the Culture Center. I managed to catch those bears, and I started to tame them and train them. I made sure to give them lots of food and water, although make no mistake, I gave them bottled water because I didn't want to give them any Elk River tap water because there was MCHM in it. I thought that stood for "Mean Crazy Hostile Mammals," and I didn't want that to happen to my bears.

I trained those bears to do all kinds of crazy stuff. I taught them how to do a conga line, I taught them how to juggle, I taught them how to let me ride all five of them at the same time. I tamed those bears so well that a guy from the Ukraine called and asked me to tame the Russian bear.

So I was riding the bears around this area here, and Mr. Buffett – remember, this is the story I was telling Warren Buffett – Mr. Buffett and the four financial advisors they saw me riding those bears. They were so impressed at how tame they were that they asked to buy them from me for \$1 million apiece. Except I couldn't make change for a \$10 million bill right then, so they decided to pay me at a later date. The date they agreed upon was today. So, Mr. Buffett, if your advisors agree that this story is true, then they owe me \$5 million for the bears. If they agree it is false, I win the contest and I win \$5 million. Thank you. I'll be here all weekend.



Noah Lepp.



Vandalia Time!



*The Vandalia Gathering marked its 38th anniversary in
2014 at the State Capitol Complex in Charleston.
Photographer Tyler Evert captured these memorable images.*



2014 Vandalia Winners

Vandalia Award
Roger Bryant, Logan

Senior Old-Time Fiddle
(age 60 and over)
1 - Gerry Milnes, Elkins
2 - Darrell Murray, Charleston
3 - John Morris, Ivydale
4 - Jim Mullins, St. Albans
5 - Elmer Rich, Morgantown

Old-Time Fiddle
(age 59 and under)
1 - Andy Fitzgibbons, Montrose
2 - Jesse Milnes, Valley Bend
3 - Jesse Pearson, Huntington
4 - Jenny Allinder, St. Albans
5 - Tessa Dillon, St. Albans

Youth Old-Time Fiddle
(age 15 and under)
1 - Jared Carter, St. Albans
2 - Chloe Sergent, Milton
3 - Bella Zucker, Morgantown

Senior Old-Time Banjo
(age 60 and over)
1 - Bob Shank, Bruceton Mills
2 - Paul Gartner, Yawkey
3 - Jay Lockman, Green Bank
4 - Jim Mullins, St. Albans
5 - Ken Shelter, Elkins

Old-Time Banjo (59 and under)
1 - David O'Dell, Glenville
2 - Ben Townsend, Romney
3 - Dave Bing, Harmony
4 - Travis Hammons, Marlinton
5 - Logan Hoy, Belle

Mandolin (all ages)
1 - Karl Smakula, Elkins
2 - Dan Kessinger, St. Marys
3 - Seth Marsteller, Elkins
4 - Bob Smakula, Elkins
5 - DJ Kessinger, St. Marys

Bluegrass Banjo (all ages)
1 - Andrew Kidd, Hurricane

2 - Jake Eddy, Parkersburg
3 - Rita Hunt, Premier
4 - Karl Smakula, Elkins
5 - Logan Hoy, Belle

Lap Dulcimer (all ages)
1 - Hunter Walker, Beckley
2 - David O'Dell, Glenville
3 - Martha Turley, Ona
4 - Janis Miles, Pliny
5 - Timmy Gillenwater, Griffithsville

Flatpick Guitar (all ages)
1 - Adam Hager, Kenna
2 - Dan Kessinger, St. Marys
3 - Jamie Rhodes, Culloden
4 - Matt Lindsey, Dunbar
5 - Bryant Underwood, Charleston

Youth Flatpick Guitar
(age 15 and under)
1 - Isaac Putnam, Looneyville
2 - Austin Lewis, Hurricane
3 - Claire Walker, Charleston







39th Annual Vandalia Gathering May 22-24, 2015

State Capitol Complex • Charleston, West Virginia

FRIDAY, MAY 22

7:00 p.m.

Award Presentations and Concert

SATURDAY, MAY 23

10:30 a.m.-5:00 p.m.

Kids Activities, Storytelling

10:30 a.m.-6:00 p.m.

Craft Circle, Food

11:00 a.m.-4:00 p.m.

Appalachian Heritage Dancing

11:00 a.m.-5:00 p.m.

Music Contests (Fiddle,
Bluegrass Banjo, Mandolin),
Old-Time Square Dancing,
Flatfooting, Performances

12:00 noon

Pound Cake and Cookies Contests

3:30 p.m.

Pound Cake and Cookies Walk

6:30 p.m.

Concert

SUNDAY, MAY 24

10:30 a.m.-5:00 p.m.

Craft Circle, Food

11:00 a.m.-12:15 p.m. Gospel Sing

11:00 a.m.-5:00 p.m.

Music Contests (Old-Time Banjo,
Lap Dulcimer, Flat-Pick Guitar),
Kids Activities, Performances, Old-
Time Square Dancing, Flatfooting

12:00 noon-4:00 p.m.

Appalachian Heritage Dancing

1:30 p.m.-2:30 p.m. Storytelling

2:30 p.m.-4:30 p.m. Liars Contest





Crafts vendors will offer stained glass, jewelry, wooden toys, wood turning, native plants, handmade wood items, hand-sewn items, pottery, handmade flutes, crochet, wooden furniture, leather, twig art, gourmet specialty foods, musical instruments, blown and hand-painted glass, and rag weaving.

All events are free and open to the public. For more information, call (304)558-0162 or visit www.wvculture.org/vandalia.



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Wheeling Trade Cards

In the late 1800's, Wheeling was a bustling and prosperous city. The capital of West Virginia from 1875 until 1885, it was a population, transportation, and economic center. Local industries included steel, tobacco, ceramics, textiles, brewing, and coal. The Victorian era also was a peak period for a style of advertising known as trade cards — small collectible post cards, bookmarks, or placards usually with a colorful image on one side and commercial details printed on the reverse.

A new book from Wheeling author and collector Tony G. Patee offers hundreds of examples of these cards. *Victorian Trade Cards of Wheeling, West Virginia*, presents a fascinating array of colorful, creative, and entertaining images, touting a wide range of goods and services. Some are whimsical, some are romantic; many are very artistic utilizing engraving, lithography, and other illustrative techniques popular at the time. Some are

die-cut or hand-cut into imaginative shapes. Together they tell a story of economic promise and paint an attractive picture of Wheeling during a memorable time.

Victorian Trade Cards of Wheeling, West Virginia, is a 188-page large-format paperbound edition, published by Creative Impressions of Wheeling. It sells for \$29.95, and is available online at www.cre8m.com; phone (304)232 9623.



Goldenseal Coming Next Issue...

- West Virginia Golf
- Farmerettes
- Mining Lights
- WHAW's Swap Shop



continued from inside front cover

July 18-26	Cowen Historical Railroad Festival	September 17-20	47 th Annual Treasure Mountain Festival
Cowen (226-5682)		Franklin (358-3296)	
July 19	Beverly Heritage Days	September 19	Charles Town Heritage Festival
Beverly (637-7424)		Charles Town (725-2311)	
July 19-26	65 th Mtn. State Gospel Singers Convention	September 19-20	Steam Weekend
Mt. Nebo (622-0546)		Cass Scenic Railroad State Park (456-4300)	
July 24-26	33 rd Upper Ohio Valley Italian Heritage Festival	September 19-20	Country Roads Festival
Wheeling (233-1090)		Hawks Nest State Park (658-5212)	
July 25	W.Va. Hot Dog Festival	September 19-20	Harvest Moon Arts and Crafts Festival
Huntington (525-7788)		Parkersburg (424-7311)	
July 25-August 2	W.Va. State Water Festival	September 19-20	14 th Annual Mothman Festival
Hinton (466-5332)		Point Pleasant (675-9726)	
July 27-August 1	Cherry River Festival	September 19-20	Grape Stomping Wine Festival
Richwood (346-9114)		Summersville (872-7332)	
July 29-August 2	Appalachian String Band Music Festival	September 24-25	W.Va. Storytelling Festival
Camp Washington-Carver/Climfop (558-0162)		Prickett's Fort State Park (363-3030)	
July 31-August 2	W.Va. Blackberry Festival	September 24-27	Preston County Buckwheat Festival
Nutter Fort (622-3206)		Kingwood (379-2203)	
July 31-August 2	W.Va. Peach Festival	September 25-27	St. George Greek Orthodox Church
Romney (783-0903)		Huntington (522-7890)	Greek Festival
August 7-9	Augusta Heritage Festival	September 25-27	Mountain Heritage Arts & Crafts Festival
Elkins (637-1209)		Shenandoah Junction (725-2055)	
August 9	Mahajan Lebanese Heritage Festival	September 25-27	Volcano Days
Wheeling (233-1689)		Waverly (558-1403)	
August 10-15	Town & Country Days	September 26	W.Va. Roadkill Cook-Off
New Martinsville (455-4275)		Marlington (799-2509)	
August 14-16	Jefferson County African American Cultural & Heritage Festival	September 26-October 4	79 th Mountain State Forest Festival
Ranson (725-9610)		Elkins (636-1824)	
August 14-23	State Fair of West Virginia	October 1-4	W.Va. Pumpkin Festival
Fairlea (645-1090)		Milton (634-5857)	
August 26-30	Oak Leaf Festival	October 1-4	31 st Salem Apple Butter Fest
Oak Hill (1-800-927-0263)		Salem (782-1518)	
August 28-29	Lemonade Festival	October 2-3	Huntersville Traditions Day
Bluefield (589-0239)		Huntersville (1-800-336-7009)	
August 28-30	Appalachian Festival	October 2-4	Oglehay Fest
Beckley (252-7328)		Wheeling (243-4000)	
September 4-6	57 th W.Va. Italian Heritage Festival	October 3	Rocket Boys Festival
Clarksburg (622-7314)		Beckley (256-1747)	
September 4-6	52 nd Rowlesburg Labor Day Celebration	October 3	Southern W.Va. Italian Festival
Rowlesburg (454-2411)		Bluefield (589-3317)	
September 4-6	Jackson's Mill Jubilee	October 3-4	10 th Annual Pumpkin Harvest Festival
Weston (269-7328)		Beckley (252-8538)	
September 5-6	11 th Annual Aunt Jennie Festival	October 3-4	42 nd Annual Old-Fashioned Apple Harvest Festival
Chief Logan State Park (792-7329)		Burlington (259-6010)	
September 5-6	Holly River Festival	October 3-4	Country Fall Festival
Holly River State Park (493-6353)		Point Pleasant (675-5737)	
September 5-7	Apple Butter Weekend	October 8-11	W.Va. Black Walnut Festival
Blennerhassett Island State Park (420-4800)		Spencer (927-1630)	
September 10-13	CultureFest 2014	October 10	20 th Annual Bramwell Oktoberfest
Pipstem (320-8833)		Bramwell (248-8004)	
September 11-12	46 th Nicholas County Potato Festival	October 10	Burgoo Cook-Off
Summersville (1-866-716-0448)		Webster Springs (347-7291)	
September 11-13	25 th Annual W.Va. Black Heritage Festival	October 15-18	36 th Mountain State Apple Harvest Festival
Clarksburg (641-9963)		Martinsburg (263-2500)	
September 11-13	Hampshire Heritage Fest	October 17	Bridge Day
Romney (822-3371)		Fayetteville (1-800-927-0263)	
September 12-13	Helvetia Fair	October 17	W.Va. State CCC Museum Jubilee
Helvetia (924-6435)		Mount Clare (622-3304)	
September 12-13	Elizabethtown Festival	October 17-18 & October 24-25	Hinton Railroad Days
Moundsville (845-6200)		Hinton (466-3255)	
September 17-19	47 th Annual Oil & Gas Festival	October 23-24	Fiddlers Reunion
Sistersville (652-2939)		D&E College/Elkins (637-1209)	
September 17-20	Golden Delicious Festival	December 12	Feast of the Seven Fishes
Clay (651-7353)		Fairmont (366-0468)	

GOLDENSEAL requests its readers' help in preparing this listing. If you would like your festival or event to appear in the 2016 "Folklife • Fairs • Festivals," please send us information on the name of the event, dates, location, and the contact person or organization, along with their mailing address, phone number, and Web site, if available. We must have this information by January 7, 2016, in order to meet our printing deadline. GOLDENSEAL regrets that, due to space limitations, Fourth of July celebrations are no longer included in this listing.

Goldenseal

The Culture Center
1900 Kanawha Blvd. East
Charleston, West Virginia 25305-0300

PERIODICALS

Inside Goldenseal

Page 34 — In 1912 Harmon Creek flooded at Holliday's Cove, leaving death and destruction in its wake.

Page 36 — A riot takes place each May at the former West Virginia State Penitentiary at Moundsville, designed to train tactical responders.

Page 28 — New Martinsville has seen its share of high water, according to author Sam McColloch.

Page 22 — Phyllis Marks of Glenville knows plenty of songs, rhymes, and riddles — she learned them all "by heart."

Page 42 — In 1946, Charleston's Stonewall Jackson and Garnet high school basketball teams did the unthinkable.

Page 56 — There are no boring birds, says ornithologist and retired professor Dr. Jay Buckelew of Bethany.

Page 10 — The Oliverio family of Clarksburg ship pecks of pickled peppers — and other treats — to stores across the region.

Page 62 — Doug Simmons builds and sells log cabins — for birds. You can find him on Saturdays at Seneca Rocks.

Page 48 — Coal miner, ventriloquist, musician, photographer — Adolph Conna Kellys Creek was an extraordinary man.

Page 16 — The Argento family of Powellton Hollow celebrate their Italian heritage one delicious meal at a time.



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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 262817

Doc Description: Addendum No. 1 - Printing of GOLDENSEAL Magazine

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-03	2016-11-15 13:30:00	CRFQ 0432 DCH1700000007	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

The Chapman Printing Company
 3000 Washington Street West
 Charleston, WV 25387
 Phone: 304-341-0676 - Fax: 304-341-0688

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 550717455

DATE 11/3/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum

Addendum No. 1 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish an open-end printing services contract for the quarterly publication of GOLDENSEAL Magazine.

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Offset industrial printing services				

Comm Code	Manufacturer	Specification	Model #
73151904			

Extended Description :
Offset industrial printing services

DCH170000007	Document Phase Final	Document Description Addendum No. 1 - Printing of GOLDENSEAL Magazine	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 30 - Printing

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D CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 119 WASHINGTON ST E
 CHARLESTON WV 25305

ENDOR

Vendor Name, Address and Telephone Number:

The Chapman Printing Company
 3000 Washington Street West
 Charleston, WV 25387
 Phone: 304-341-0676 - Fax: 304-341-0688

FOR INFORMATION CONTACT THE BUYER

Helle L Childers
 (304) 558-2063
 helle.l.childers@wv.gov

Signature:

FEIN # 550717455

DATE 11/3/16

I offer/subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Idendum

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VOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Offset industrial printing services	0.00000			

Item Code	Manufacturer	Specification	Model #
151904			

Extended Description :
 Offset industrial printing services

SOLICITATION NUMBER: CRFQ DCH1700000007

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DCH1700000007
Goldenseal Magazine
Questions & Answers

Q1.) Where is the postcard insert placed into the publication?

A1.) The Postcard insert is to be placed between the last page of the publication and the inside back cover; flush with the top edge.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

The Chapman Printing Co.
Company

[Signature]
Authorized Signature

11/3/16
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012