

# Upshur County Commission Meeting Agenda

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

- Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
- Date of Meeting: October 19, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• October 5, 2023
- 9:15 a.m. Becky McDaniels, Upshur County Schools Counselor, Presentation of Red Ribbon Week Proclamation – October 23rd through 27th, 2023. [Page 4](#)
- 9:30 a.m. Addie Helmick on behalf of Centers Against Violence – Presentation of Domestic Violence Awareness Month Proclamation – October 2023. [Page 5](#)
- 10:00 a.m. Alan Tucker on behalf of the Buckhannon Band of Brothers - 2024 Calendar Campaign Kickoff.
- 1:00 p.m. Department Supervisor Meeting
- 2:00 p.m. Policy Board Meeting

## Items for Discussion / Action / Approval:

1. Review and signature of a request for funds as outlined in correspondence from the West Virginia Department of Health and Human Resources – Bureau for Public Health – Office of Emergency Medical Services for a combined award amount of \$318,181.81 for the Salary Enhancement and Crisis Response Grant 2023. \* [Pages 6-8](#)
2. Review and signature of a Memorandum of Understanding (MOU) by and between the Supreme Court of Appeals of West Virginia and the Upshur County Commission to provide the framework for transfer of certain assets from the Court to the Commission. This MOU acknowledges Upshur County's commitment to the Criminal and Civil Prohibiting Records Improvement Project, which is a statewide plan detailed within the MOU. \* [Pages 9-12](#)
3. Approval and signature of a contract by and between the County Commission, the Upshur County Board of Education and Micrologic, based upon their lowest bid, to complete a camera upgrade and expansion project funded by the FY22 Community Oriented Policing Services (COPS) Grant. The contract sum under this Agreement is \$178,994. A separate scope of work will be prepared to utilize remaining grant funds to purchase additional cameras to upgrade antiquated models and eliminate blind spots within the nine school sites. \* [Pages 13-20](#)
4. Review and signature of a Water System Improvement Project - Request for Payment #4 for the Mt. Hope Water System Improvement Project in the amount of \$552.09. \* [Pages 21-30](#)
5. Revision of the 2023 Courthouse Closure Schedule to reflect early closure on December 21, 2023 at 12:00 p.m. rather than on December 15, 2023. \* [Page 31](#)
6. Consider reappointment of Paul A. Spencer to the Adrian Public Service District Board of Directors. Upon approval, the term will be effective November 1, 2023 through October 31, 2029. \*

[Under separate cover](#)

7. Approval of Upshur County Department of Homeland Security and Emergency Management volunteers:
  - a) Wifold Syski\*
  - b) Evelyn Syski\*
  - c) Edward Brandt\*
  - d) Jewel Fisher\*

[Under separate cover](#)

8. Correspondence from Sheriff J. Michael Coffman, requesting the full-time employment of Kayli G. Curry, as Tax Deputy, effective October 22, 2023. \*

*Item may lead to Executive Session per WV Code §6-9A-4 A*

[Under separate cover](#)

9. Correspondence from Sheriff J. Michael Coffman, requesting the employment of John R. Davis, as fill-in Court Security Officer, effective October 22, 2023. \*

*Item may lead to Executive Session per WV Code §6-9A-4*

[Under separate cover](#)

10. Correspondence from Sheriff J. Michael Coffman, requesting the transfer of Robert Wilt from fill-in Court Security Officer to part-time Court Security Officer, effective October 22, 2023. \*

*Item may lead to Executive Session per WV Code §6-9A-4*

[Under separate cover](#)

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

**For Your Information:**

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

1. Assessor's Certificate of Compliance from Kent A. Leonhardt, Commissioner of Agriculture, regarding Dustin Zickefoose's completion of the Farm Census of 2023, satisfactorily complying with the requirements of the Farm Statistics Law and being eligible to receive compensation from the County Court according to Chapter 7, Article 7, Section 6C of the New Code of West Virginia. [Page 32](#)
2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for September, 2023. The invoice reflects 1,715 inmate days X \$43.58 per diem rate totaling \$74,739.70. The August 2023 invoice was \$64,019.02. [Page 33](#)
3. Lewis-Upshur Animal Control Facility Reports for the month of September, 2023.
  - Revenue Report [Page 34](#)
  - Account of Animals Report [Page 35](#)
  - Animal Control/Humane Officer Animal Report [Page 36](#)
4. Upshur County Building & Floodplain Permits for the month of September, 2023. [Pages 37-38](#)
5. Upshur County E911 Communication Reports – September, 2023. [Under separate cover](#)
  - Monthly Department Summary Report
  - Monthly Wrecker Report
  - YTD Wrecker Report
6. Public Notices:
  - a) Newsletters and/or Event Notifications:

- None

b) Agendas and/or Notice of Meetings:

- |                                       |                  |                         |
|---------------------------------------|------------------|-------------------------|
| • Buckhannon-Upshur Airport Authority | October 9, 2023  | <a href="#">Page 39</a> |
| • Upshur County Farmland Protection   | October 17, 2023 | <a href="#">Page 40</a> |
| • City Council of Buckhannon          | October 19, 2023 | <a href="#">Page 41</a> |

c) Meetings:

- |   |                    |                             |
|---|--------------------|-----------------------------|
| • Adrian Public Service District          |                    |                             |
| ○ Monthly Board Meeting                   | September 7, 2023  | <a href="#">Page 42</a>     |
| • Upshur County Safe Sites and Structures | September 14, 2023 | <a href="#">Pages 43-44</a> |
| • Adrian Public Service District          |                    |                             |
| ○ Phase VII Project Meeting               | September 20, 2023 | <a href="#">Page 45</a>     |

d) **\*Dates and times of monthly board meetings are viewable at:**

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

7. Appointments Needed or Upcoming:

- None

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\**

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

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission  
October 26, 2023 --- 9:00 a.m.  
Upshur County Courthouse Annex



## Red Ribbon Week Proclamation

**Whereas**, recovery and abstinence from alcohol and other drug use is emphasized in West Virginia; It is imperative that visible, unified prevention education efforts by community members be continue to eliminate the effects of drugs and their use; and

**Whereas**, the National Red Ribbon Campaign is offering citizens the opportunity to demonstrate their commitment to healthy lifestyles including no drug use; and will be celebrating such during National Red Ribbon Week, October 23 – 27, 2023.

**Whereas**, Upshur County further commits its resources to ensure the success of the Red Ribbon Campaign;

**Now therefore be it resolved,**

That Upshur County does hereby proclaim October 23– 27, 2023, as Red Ribbon Week and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a healthy, drug free state.

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President, Upshur County Commission





## Proclamation

Whereas, Family is the foundation of a safe and healthy community. It is the goal of this community for our families to be safe.

Whereas, the problem of domestic violence is not confined to any group, but crosses all economic, racial, gender, educational, religious and societal barriers

Whereas, Domestic Violence is widespread and is devastating to society as a whole

Whereas, Victims and Survivors of domestic violence should have the support in their community to find the compassion, comfort, and healing they need, and the abusers should be punished to the full extent of the law

Whereas, Between October 2022 to the end of September 2023, 150 households in Upshur County received services from Centers Against Violence (formally known as Woman's Aid In Crisis)

Whereas, Upshur County along with Centers Against Violence urges community members to take this opportunity to educate themselves about the impact of Domestic Violence and become familiar with resources, trainings, and programs available. Let us remember the victims and survivors of this community, and work together to end domestic violence.

**Now Therefore,** together we do hereby proclaim the month of October 2023 as **“Domestic Violence Awareness Month”**

**Upshur County Commissioners**

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**UPSHUR COUNTY COMMISSION**  
 Upshur County Administrative Annex  
 91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201

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

TDD Numbers  
 Business: 472-9550  
 Emergency: 911

# INVOICE

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

<b>VENDOR NAME:</b> Upshur County Commission	<b>VENDOR NUMBER:</b> 000000212322
<b>REMIT TO:</b> Administrative Annex 91 West Main Street Suite 101. Buckhannon, WV 26201, WV 26201	<b>INVOICE NUMBER:</b> ...23-SB737-54097  <b>INVOICE DATE:</b> Friday, September 29, 2023

**PERIOD OF SERVICE:**

**AMOUNT DUE** \$318,181.81

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

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

\_\_\_\_\_  
 Date

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

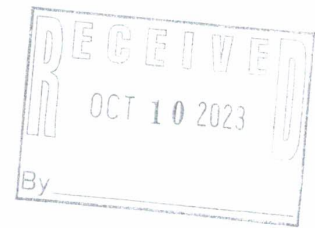
\_\_\_\_\_  
 Date

**Amount Requested: \$318,181.81**

*An Equal Opportunity Employer*



**STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Public Health  
Office of Emergency Medical Services**



**Sherri A. Young, DO, MBA,  
FAAFP  
Interim Cabinet Secretary**

**Matthew Q. Christiansen, MD, MPH  
State Health Officer  
Commissioner**

October 2, 2023

The Honorable County Commission of Upshur County  
Administrative Annex 91 West Main Street  
Suite 101.  
Buckhannon, WV 26201, WV 26201

The Honorable County Commission of Upshur County,

This communication serves as your notification of the amount of your allotted award under the Emergency Medical Services Salary Enhancement Fund. *See W. Va. Code R, § 64-116-4.7.* As outlined in West Virginia Code of State Rules § 64-116-4.4., counties were evaluated in the following manner:

1. **Rurality:** Points were allocated based on the Center for Medicare and Medicaid Services classification of each area as urban, rural, or super rural.
2. **Border Counties:** Counties bordering other states were assigned a coefficient of 4 points.
3. **Emergency Medical Services Levy:** Counties with an emergency medical services levy were evaluated based on data obtained from the West Virginia County Commission Association.
4. **Vacancy Rate:** Points were awarded based on the ratio of vacant positions to the number of emergency medical services employees in each county.
5. **Budget Surplus, Salary Differences, and Other Factors:** Additional points were awarded based on budget surplus, salary discrepancies, and other variables based upon individual county responses.

Upon evaluation, and in accordance with the provisions of West Virginia Code of State Rules § 64-116-4.4.6 County has been classified under Tier III. Consequently, the final award for the purpose of salary enhancement for emergency medical services personnel allocated is

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**\$300,000.00** Additionally, the final award for the purpose of providing crisis response services in support of first responders is **\$18,181.81**. As a result the total combined (Salary Enhancement and Crisis Response) Grant award is **\$318,181.81**

In accordance with West Virginia Code § 16-4C-25(a), funds provided through this allocation must be used solely for the purpose of salary enhancement for emergency medical services personnel and for the provision of crisis response services. Crisis response should be coordinated with other agencies within your region in accordance with 64CSR116 4.4.1 Should you have any questions or require further clarification, please do not hesitate to contact me directly. Also, please be mindful of 64CSR116 4.10, as it requires your action on a Post Fund Distribution Assessment which will be sent to you in the upcoming weeks.

To receive this grant, the Upshur County Commission will need to submit an invoice to WV OEMS's on Upshur County Commission's letterhead. I have included an invoice template for your convenience. If you utilize an internal system for invoicing, please include your vendor number (000000212322), the WVOEMS internal id of (23-SB737-54097), as well as the total grant award of **\$318,181.81** in conjunction with the commission's name and address. Failure to include this needed information may slow payment processing.

Sincerely,

Joseph Ratliff, BA, FP-C  
Director  
West Virginia Office of Emergency Medical Services



**SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA  
ADMINISTRATIVE OFFICE**

JOSEPH M. ARMSTRONG  
ADMINISTRATIVE DIRECTOR  
PHONE: 304-558-0145  
FAX: 304-558-1212



BUILDING 1, ROOM E-100  
1900 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0145  
WWW.COURTSWV.GOV

**MEMORANDUM OF UNDERSTANDING**

This binding Memorandum of Understanding (“MOU”) by and between the Supreme Court of Appeals of West Virginia by and through its Administrative Office (“Court”) and the Upshur County Commission (the “Commission”), each a “Party” and collectively the “Parties,” shall be effective on October 5th, 2023 (the “Effective Date”). The overall purpose of this MOU is to provide the framework for transfer of certain assets from the Court to the Commission.

Whereas, the Criminal and Civil Prohibiting Records Improvement Project (“the Project”) is a multi-faceted statewide plan to increase the completeness, automation, and transmittal of criminal dispositions, mental health adjudications and commitments, and other records that prohibit an individual from possessing or receiving a firearm under the National Instant Criminal Background Check System (“NICS”) Improvement Amendments Act to the State Criminal Identification Bureau (“CIB”) and the NICS.

Whereas, the ongoing plan to improve West Virginia’s criminal and civil prohibiting records is accomplished through multiple projects that work together to address the completeness and accuracy of those records. Specifically, the plan addresses missing and incorrect information from past records, identifies and implements policy and procedural changes to improve records moving forward, seeks to automate current and future records, and involves training.

Whereas, with regard to criminal history records, the Project seeks to improve up to 20 years of historical records and Court Disposition Reporting (“CDR”) forms and to work with local law enforcement, court clerks, and other key players in the criminal justice process to improve the accuracy, timeliness, and completeness of criminal records moving forward. A critical factor in improving and providing accurate criminal records is through the use of a LiveScan. This electronic fingerprint-capturing device allows real-time submissions of criminal arrest bookings to the West Virginia State Police Automated Fingerprint Identification System (“WVSP AFIS”), which updates the West Virginia Computerized Criminal History (“CCH”) and FBI systems within hours.

Whereas, the Commission acknowledges its commitment to the Supreme Court of Appeals of West Virginia’s Criminal and Civil Prohibiting Records Improvement Project.

Whereas, the Commission understands that the Project is funded by federal grants awarded to the Court, and once the Court purchases and transfers the assets pursuant to the execution of this MOU, the Court has no further obligation to purchase or provide other resources to the Commission.

Therefore, in consideration of the mutual promises contained herein, the Court and the Commission agree as follows:

**Section A. Obligations of Court:**

(1) The Court will utilize this particular federal funding to purchase a Idemia LiveScan Unit ("LiveScan Unit") for the Commission, including any and all cabling used to support the LiveScan Unit. The purchase of the LiveScan Unit includes: 1) Idemia LiveScan Station Software License (See Section C); 2) FBI Appendix F Certified Tenprint/Palmprint 1000PPI Scanner; 3) Computer, touchscreen monitor, keyboard; 4) Ruggedized cabinet fixed-height with foot pedal; 5) Mugshot capture kit; 6) Bar code reader; 7) Signature capture pad; 8) Standard WVSP criminal profiles and workflows; 8) UPS; 9) On-site installation and training; 10) Freight; and 11) One-year on-site advantage solution warranty.

(2) The Court agrees to transfer unequivocally and irrevocably to the Commission the following assets: 1) a LiveScan Unit for Upshur County; 2) a printer; 3) a desktop computer to be used with the LiveScan Unit; and 4) any and all cabling provided to support the LiveScan Unit (collectively "Assets").

(3) In addition to the Assets, the Court agrees to transfer and the Commission agrees to accept the transfer of operation and maintenance of the LiveScan Unit, the printer, the desktop computer, and any and all cabling to support the LiveScan Unit. The Court forfeits any interest in the Assets upon transfer and will no longer be responsible.

(4) The Court agrees to transfer any and all registrations, if necessary, of the Assets from the Court to the Commission.

**Section B. Obligations of Commission:**

(1) The Commission agrees to accept the Assets as is and understands that the Court does not in any way warrant said Assets or accompanying software.

(2) The Commission agrees to provide space for the Assets, be responsible for any and all ongoing operation and maintenance costs of the Assets and agreement with Idemia Identity & Security USA, LLC ("Idemia"), and provide the necessary network to connect to the West Virginia State Police ("WVSP") (this includes, but is not limited to hubs, routers, modems, etc.).

(3) The Commission agrees to provide the necessary facility resources required for operation of the Assets, including access, space, environmental control, electrical power, and own networking.

(4) The Commission agrees to obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.

(5) The Commission agrees to obtain and maintain all required authorizations for connecting to the WVSP AFIS.

(6) The Commission agrees to encourage coordination with the local Sheriff's Department and partner with the local court in the facilitation of improving criminal records in this specified region.

(7) The Commission acknowledges that it has previously entered into an inter-agency agreement with the WVSP. This agreement is available through the WVSP.

(8) The Commission agrees that it will be responsible for ensuring compliance with Federal and State laws and State Police policies and regulations, including auditing requirements.

(9) In the event that any of the above Assets or any portion thereof, are destroyed or damaged beyond repair, replacement equipment shall be purchased by the Commission, if determined to be necessary.

(10) In the event that any of the above Assets or any portion thereof, are decommissioned or retired, replacement equipment shall be purchased by the Commission, if determined to be necessary.

### **Section C: Software**

(1) The Court acknowledges that title to the included software will not pass to the Court at any time. Upon purchase of the LiveScan Unit, the Court will be granted a personal, limited, non-transferable (except as permitted) and non-exclusive license to the included software.

(2) The Court has or will have been granted written consent to transfer the license of the included software to the Commission upon transfer of the Assets to the Commission.

(3) Upon transfer of the included software license, the Commission agrees to abide by the Software License Agreement originally between the Court and Idemia.



**Section D: General Provisions**

(1) **RELEASE OF LIABILITY:** In consideration for the Court's purchase and transfer of the above-named Assets to the Commission, the Commission acknowledges and agrees that the Court shall not be liable for any claims, demands or causes of action related to the above-named Assets. The Court will not be liable for any incidental, consequential, special or indirect damages, whether arising out of breach of warranty, breach of contract, negligence, strict liability or otherwise, attributable to or resulting from the transfer of the Assets.

(2) **ENTIRE AGREEMENT:** This MOU represents the entire understanding of the Parties and supersedes any understanding agreement or representation, whether oral or in writing, made prior to the Effective Date.

(3) **AMENDMENTS:** Amendments to this MOU shall only be valid when mutually agreed to in writing by the Court and the Commission, and executed by formal written document(s) entitled.

(4) **GOVERNING LAW:** The Parties agree that the laws of the State of West Virginia shall govern this MOU without regard to conflicts-of-law principles.

(5) **SEVERABILITY:** Should any provision of this MOU be judged unenforceable or conflicting with the intent of this MOU, then the unenforceable or conflicting provision of the MOU shall be stricken from the document and this MOU shall be interpreted as though the stricken provision had never been a part of this MOU. Section headings contained in the MOU are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this MOU.

IN WITNESS WHEREOF, the Court and the Commission have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_  
Joseph M. Armstrong, Administrative Director  
Administrative Office of the Courts  
Supreme Court of Appeals of West Virginia  
Building 1, Room E-100  
1900 Kanawha Blvd, East  
Charleston, West Virginia 25305

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

and

\_\_\_\_\_  
UPSHUR, Commissioner  
UPSHUR County Commission

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

## AGREEMENT

This Agreement is entered into this 10<sup>th</sup> day of October 2023, by and between the County Commission of Upshur County, ("Commission"), the Board of Education of the County of Upshur ("BOE"), and Micrologic, Inc. ("Contractor").

WHEREAS, the Commission has received funding under the COPS School Violence Prevention Program to improve security at schools and on school grounds through school safety programs, and

WHEREAS, the BOE has identified nine school sites at which they desired to retain a qualified contractor to provide services, hardware, and software necessary for the upgrade and expansion of their security camera systems, and

WHEREAS, following a public bid process, Contractor was identified as the lowest responsible bidder to provide such services, hardware, software, and installation, and

WHEREAS, the parties collectively desire to memorialize in writing their agreement by which Contractor will provide such services, hardware, software, and installation.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows.

**1. Scope of Work.** Contractor will perform the scope of work outlined in Section 3 of the Request for Proposal dated May 4, 2023, and titled "Upshur County, West Virginia COPS Camera Upgrade and Expansion Project" to which Contractor responded, and which is incorporated by reference into this Agreement in its entirety. Contractor is responsible for the design and installation plan for each site, will obtain any necessary permits, and will complete the scope of work within the required timeline. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the work in strict conformance with the contract documents and to the entire satisfaction of the Commission and the BOE, so as to complete the project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, and fit for the purpose for which intended.

**2. Implementation Plan.** Prior to commencing installation, Contractor will develop and submit a detailed, written plan, camera topology, and proposed schedule of installation to the Director of Safety & Emergency Preparedness for the BOE. The Director of Safety & Emergency Preparedness shall give written permission to begin installation before installation actually commences. Installation may occur only at one school site at a time, unless Contractor has proposed to use multiple installation crews, and the Director of Safety & Emergency Preparedness has approved of such plan through their written permission to commence. Director of Safety & Emergency Preparedness as used in this Agreement shall mean Matthew Sisk, Director of Safety & Emergency Preparedness (matthew.sisk@k12.wv.us), or his successor if identified by the BOE during the course of this Agreement.

Installation may occur only during non-school hours, which shall be deemed to include weekday evenings (3:30 p.m. until 6:00 a.m. the following day), weekends (3:30 p.m. Friday through 6:00 a.m. Monday), holidays, summer recess, and other days when students are not present.

**3. Substantial Completion.** Work on the Project may begin as soon as this Agreement is signed, and Contractor's Implementation Plan has been approved. Work must be substantially complete by August 1, 2024, unless the parties agree to a different completion date. For purposes of this Agreement, "substantially complete" means that the work is essentially complete in accordance with this Agreement and ready for full occupancy or use by the BOE in the manner intended without unreasonable inconvenience or discomfort, as determined by the Commission and BOE.

Time is of the essence. The dates above are of the essence of this Agreement. Contractor will prosecute its work in accordance with the dates above, including any amendment thereto.

Contractor will give the Director of Safety & Emergency Preparedness written notice of any delay affecting its work within ten (10) days of the commencement of the delay, along with the reasons for the delay.



The failure to give the required notice constitutes an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The BOE in its sole and reasonable discretion will determine whether a delay entitles the Contractor to an extension of time. Any extensions of time will only be granted pursuant to a written amendment to this Agreement.

**4. Corrective Action.** If the BOE determines that the Contractor is not cooperating or coordinating its work properly with any subcontractors, not supplying sufficient skilled workers, not cleaning up the project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the work in strict conformance with this Agreement, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR MUST IMMEDIATELY, AND IN NOT LESS THAN 48 HOURS AFTER NOTICE OF SUCH DETERMINATION,, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE BOE, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN 10 DAYS OF SUCH NOTICE AND/OR, (3) IF THE BOE INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, MUST IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated.

**5. Contract Sum.** The Contract Sum to be paid by the Commission to the Contractor, as provided herein, for the satisfactory performance and completion of the project and all of the duties, obligations and responsibilities of the Contractor under this Agreement is One Hundred Seventy-Eight Thousand Nine Hundred Ninety-Four Dollars (\$178,994). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor is responsible to pay any such taxes. The Contract Sum also includes the cost of any permits required for the Work.

Without prejudice to any of the Owner's rights and remedies under Agreement, if the Contractor fails to submit payment applications and any required documentation, and the Commission has provided written notice of such failure, but the Contractor has not responded, then, not less than 90 days after the written notice to the Contractor to do so has been provided to the Contractor, the balance of the Contract Sum will remain and become the sole possession of the Commission.

**6. Liquidated Damages.** The Contractor will have its work substantially complete by the date given in Paragraph 3 above, unless the date is extended by the parties. If the Contractor does not have its work on the project substantially complete by the date stated in Paragraph 3 or as otherwise agreed by the parties, the Contractor will pay the Commission (and the Commission may set off from sums coming due the Contractor) liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day beyond the date for substantial completion as extended in accordance with this Agreement.

The Contractor acknowledges by signing this Agreement that the amount of liquidated damages represents a reasonable estimate of the actual damages the BOE would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the school sites, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Commission and BOE harmless from any claims, and if the work on the project is accelerated because of delay, for all costs related to the acceleration of the work, as provided in this Agreement.

**7. Limitation of Liability.** The Commission's and BOE's combined total liability under this Agreement is limited to the Contract Sum described in Paragraph 5 above, unless increased by written agreement of the parties. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Commission or BOE be personally liable for any obligations or claims arising out of or related to this Agreement.



**8. Payment.** Payment applications will be submitted after work at each school site has concluded and will reflect the amount of work completed at that site. All payment applications must be accompanied by proof of the Contractor's payments to material suppliers or subcontractors, as was necessary for the work performed at the relevant site. The Commission may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Commission or BOE from loss because of:

- (a) The Contractor's default or failure to perform any of its obligations under this Agreement, including but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to this Agreement; failure to conform to the project time schedule; and failure to follow the directions of or instructions from the Commission or the BOE;
- (b) The work has not proceeded to the extent set forth in the application for payment;
- (c) Any representations made by the Contractor are untrue;
- (d) The failure of the Contractor to make payments to its material suppliers or subcontractors;
- (e) Damage to the Commission's or BOE's property or the property of another person or laborer;
- (f) The determination that there is a substantial possibility that the work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (g) Liens filed or reasonable evidence indicating the probable filing of such liens.

The Contractor shall submit payment applications to the Director of Safety & Emergency Preparedness for approval. The Director of Safety & Emergency Preparedness will then forward the payment applications to Region VII Planning & Development Council for review and preparation of a payment request to the Commission. The Commission will pay the Contractor within thirty (30) days after receipt of the approved Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Commission may establish a cut-off date for the submission of the payment application.

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

**10. Claims and Disputes.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement, provided that the Owner's decision to adjust or withhold payment under Paragraph 8 will not be considered a Claim. The responsibility to substantiate claims rests with the party making the Claim.

Claims must be made by written notice. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein must be given before proceeding to execute the Work. If the Contractor wishes to make a Claim for additional time, the Contractor must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim will be documented by

data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the scope of work, then the observing party will give written notice to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Commission and BOE will issue an appropriate Change Order.

The Contractor must make all claims in writing within ten days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim. Within 10 days of its receipt of a written request, the Contractor will make available to the Director of Safety & Emergency Preparedness any books, records, or other documents in its possession or to which it has access relating to any Claim and will require its Subcontractors, regardless of tier, and materialmen to do likewise. If a Claim has not been resolved within fourteen (14) days after submission to the other party, unless agreed otherwise in writing by the parties, the Claimant's exclusive remedy is to file suit in the Circuit Court of Upshur County.

**11. Default of the Contractor.** Each of the following constitutes an event of default of the Contractor:

- (a) The Contractor's failure to perform any of its obligations under this Agreement and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof or such lesser time as is provided in this Agreement, or
- (b) The Contractor's failure thereafter to use its best efforts to correct such failure, or
- (c) Except when an extension of time is granted in writing by the Commission or the BOE, to correct such failure within ten (10) days after receipt of written notice thereof.
- (d) The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

**12. Remedies in the Event of Default.** Upon the occurrence of an event of default the Commission and the BOE will have the following remedies, which are cumulative:

- (a) Order the Contractor to stop the Work, which the Contractor will do immediately;
- (b) To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;
- (c) To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Commission and the BOE for such purpose, and to employ any person or persons to complete the work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the work is completed; and/or,
- (d) All other remedies which the Commission and the BOE may have at law or in equity or otherwise under this Agreement.

If the Agreement is terminated pursuant to this Paragraph, the termination of this Agreement is without prejudice to any other rights and remedies, including without limitation the right to be indemnified by the Contractor.



If the unpaid balance of the Contract Sum exceeds the cost of finishing the project, including any costs, expenses or damages incurred as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Commission's or BOE's staff, such excess will be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Commission. The obligations under this Paragraph will survive the termination of this Agreement.

**13. Termination for Convenience.** The Commission and the BOE may, in their discretion and without cause, by written notice to the Contractor terminate this Agreement for their convenience.

Upon receipt of a written notice from the Director of Safety & Emergency Preparedness terminating this Agreement without cause and for the Commission's or BOE's convenience, the Contractor will (i) immediately cease performing the work, unless otherwise directed by the Director of Safety & Emergency Preparedness, in which case the Contractor will take the action directed by the Director of Safety & Emergency Preparedness, (ii) take all reasonable and necessary action to protect and preserve the work, and (iii) unless otherwise directed by the Director of Safety & Emergency Preparedness, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Commission will pay the Contractor (i) for work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for work performed under this Agreement, including overhead and profit up to the date of termination, (ii) for work performed at the direction of the Director of Safety & Emergency Preparedness on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders, (iii) for work necessary to protect and preserve the work, as determined by the procedures applicable to Change Orders, (iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and (v) other costs incurred by the Contractor directly as a result of the termination of this Agreement.

If this Agreement is terminated without cause for convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor is entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

**14. Insurance and Indemnification.** The Contractor must maintain general liability insurance in the minimum amount of \$1,000,000, worker's compensation coverage as required by West Virginia law. The Commission and BOE will be named as additional insureds on the insurance provided, and the Contractor will provide a certificate of insurance with the Commission and the BOE identified as the holder of the certificate.

Insurance furnished by the BOE, if any, is not intended to and will not cover equipment and materials before they are physically incorporated into the work or tools. The Contractor bears the entire risk of loss with respect to tools, equipment, and materials. The BOE will not provide a separate builder's risk insurance policy for the project.

The parties waive all rights against each other and against the Subcontractors, Sub-subcontractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

To the maximum extent permitted by law, the Contractor will indemnify and hold harmless the Commission, the BOE, and their respective consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the work, including but not limited to the failure of the Contractor to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Commission



may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under this Agreement.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Agreement will not be limited by a limitation on amount or type of damages, compensation, or benefits payable for the Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

**15. Warranties.** In addition to any other warranties, guarantees, or obligations set forth in this Agreement or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- (a) The BOE will have good title to the work and all materials and equipment incorporated into the work will be new;
- (b) The work and all materials and equipment incorporated into the work will be free from all defects, including any defects in workmanship or materials;
- (c) The work and all equipment incorporated into the work will be fit for the purpose for which intended; and
- (d) The work and all materials and equipment incorporated into the work will conform in all respects to this Agreement.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under this Agreement, the Contractor, in addition to any other requirements in this Agreement, will commence to correct such breach and all damage resulting therefrom within 48 hours after written notice thereof, thereafter use its best efforts to correct such breach and damage to the satisfaction of the Commission and the BOE, except when an extension of time is granted in writing, correct such breach and damage to the satisfaction of the Commission and the BOE within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period will be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Commission and the BOE, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice will pay the BOE, within 10 days after the date of such notice, all of the BOE's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation their administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay any amounts due under this Paragraph 15, the Contractor will pay in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

**16. Modification.** No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Commission and the BOE requires the signature of the President or Superintendent acting under the authority of a specific resolution. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this section.

**17. Assignment.** The Contractor may not assign this Agreement without the written consent of the Commission and the BOE which they may withhold in their sole discretion.

**18. Third Parties.** Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against any of the parties to this Agreement.



**19. Law and Jurisdiction.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of West Virginia. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, must be brought in the Circuit Court of Upshur County or another local court having subject matter jurisdiction of the issue, and each party hereby expressly consents to the jurisdiction of such court. The parties waive their right to remove any action filed in a state or local court to federal court.

**20. Statute of Limitations.** Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming work that is not discovered by the Commission, or the BOE will not commence until the discovery of such defective or non-conforming work.

**21. Notices.** Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and must be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, or email and, in the case of the BOE, addressed to the Director of Safety & Emergency Preparedness set forth in Paragraph 2 of this Agreement marked and, in the case of the Contractor, addressed to 1120 Old Elkins Rd, Buckhannon, WV 26201. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands will be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of 48 hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission or email, upon the expiration of twenty-four (24) hours after the transmission is sent.

**22. Construction.** The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it or them.

**23. Approvals.** Except as expressly provided herein, the approvals and determinations of the Commission and the BOE are subject to their sole discretion and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

**24. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect, and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**25. Compliance with Laws and Regulations.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Without limiting the foregoing, the Contractor, at its sole expense, will comply with the following, which govern projects involving schools or conducted on school grounds:

- (a) Contractor will complete a Contractor's Certification of Eligibility certifying its compliance with W. Va. Code Section 5A-3-10a, and certifying that it is not in debt to the State of West Virginia or any of its political subdivisions for the amount of \$1,000 or greater.
- (b) Contractor must comply with W. Va. Code Section 18-5-15c, which requires Contractor to verify the criminal records of any employees who may have unaccompanied access to school grounds or direct unaccompanied contact with students. Contractor must ensure that no individual having a qualifying offense listed in W. Va. Code Section 18-5-15c shall be granted access to school facilities. Contractor also must provide the written

verification required by W. Va. Code Section 18-5-15c before commencement of any work, and throughout the project if employees are newly added to the project.

- (c) Contractor will ensure that its employees, agents, representatives, Subcontractors, consultants, or others under its direction comply with prohibitions in West Virginia law concerning the possession of drugs, alcohol, tobacco, or weapons on school grounds.
- (d) Contractor must complete the attached "Certification Regarding Lobbying" and if necessary, the attached "Disclosure of Lobbying Activities" and return them to the Commission prior to commencing work under this Agreement.

**26. Project Safety.** The Contractor will follow all applicable safety and health regulations during the progress of the project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Commission and the BOE assume no responsibility for the development, review, or implementation of the any project safety plan or for project safety and have no authority to direct the means and methods of the Contractor.

**27. Equal Opportunity.** The Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor will ensure that each of its Subcontractors, regardless of tier, will state in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

**28. Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives effective as of the date first set forth above.

**Board of Education  
of the County of Upshur**

**Micrologic, Inc.**

**County Commission  
of Upshur County**

By: Christine Miller

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

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

Date: 10-10-2023

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

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



**RESOLUTION**  
 of the  
**MT. HOPE WATER ASSOCIATION, WEST VIRGINIA**  
  
**APPROVING INVOICES RELATING TO SERVICES**  
 for the  
**MT. HOPE WATER SYSTEM IMPROVEMENT PROJECT**  
**WV Infrastructure Jobs & Development Council PROJECT # 2023W-2372**  
**RFP #4**  
 and  
**AUTHORIZING PAYMENT THEREOF**

**WHEREAS**, the Mt. Hope Water Association has reviewed the invoices attached hereto and incorporated herein by reference relating to the Water System Improvement Project funded in part by the WV Infrastructure Jobs & Development Council and the Upshur County Commission and find as follows:

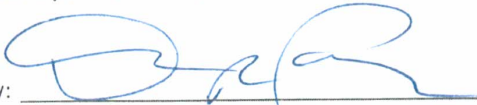
- A. That none of the items for which payment is proposed to be made has been requested from another funding source;
- B. That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the Project;
- C. That each of such costs has been otherwise properly incurred;
- D. That the payment for each of the items proposed is due and owed.

**NOW, THEREFORE, BE IT RESOLVED** that the Mt. Hope Water Association hereby approves and authorizes payment of the following invoices:

Vendor	Invoice #	Invoice Date	Upshur County Commission	WV IJDC	Total
Mt. Hope Water Association - Reimbursement	NA	NA	\$552.09	\$0.00	<b>\$552.09</b>
		<b>TOTALS:</b>	<b>\$552.09</b>	<b>\$0.00</b>	<b>\$552.09</b>

**ADOPTED BY** the Mt. Hope Water Association at a meeting held on the 16<sup>th</sup> day of October, 2023.

**Mt. Hope Water Association**

By:   
 Donnie R. Tenney, President

**Upshur County Commission**

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

Mt. Hope Water Association Water System Improvement Project  
IJDC Project #2023W-2372  
Upshur County Commission ARPA Project Report  
October 16, 2023

The preliminary engineering report (PER) was completed and subsequently submitted as part of the application to the WV Infrastructure & Jobs Development Council (IJDC) on May 1, 2023.

IJDC approved the application and proposed funding during its meeting on July 5, 2023.

Hornor Brothers Engineers has completed the project design (plans and specifications) and submitted permitting applications to regulating agencies.

Permits from the following regulatory agencies have been received:

Agency	Date
WV SHPO	August 11, 2023
Bureau for Public Health	August 30, 2023
WV Dept of Highways	Outstanding

The request for binding commitment of IJDC funds was approved on August 29, 2023.

The Public Service Commission case, requesting a project specific rate increase, was filed on September 15, 2023. The rate increase will fund the debt payment associated with the project. PSC review is expected to take 3 months, as it will be processed expeditiously due to ARPA funding being involved.

As required by WVPSC, Mt. Hope Water Association advertised and mailed notices for the rate increase associated with the project to all customers on 10/6/23, in advance of their annual meeting on 10/16/23. The attached request for payment is to reimburse the Association for this advertisement and notification expense.

The project team continues to meet regularly and gather necessary documents to request authorization to bid from IJDC.

Bidding is expected to take place in March 2024, pending any unforeseen delays.

## 495-Mt. Hope Water Association-Water System Improvement Project

### Expenditure Schedule - #4

Mt. Hope Water Association Meeting Date: 10/16/2023

Edited by: Carrie Wallace

Printed: 10/11/2023 @ 4:24 PM

Total Project	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
<b>CONSTRUCTION</b>							
Contract #1 - Contractor	\$ 1,306,295.00	\$ -	\$ 1,306,295.00	\$ -	\$ -	\$ -	\$ 1,306,295.00
Contract #1 - Change Order #1	\$ -	\$ -					
Contract #2 - Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #	\$ -	\$ -					
Contract #3 - Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #	\$ -	\$ -					
CONTINGENCY	\$ 130,630.00	\$ -	\$ 130,630.00	\$ -	\$ -	\$ -	\$ 130,630.00
<b>ENGINEERING SERVICES</b>							
Engineering Firm							
Study & Report Phase	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 54,000.00
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
Asset Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES and OTHER</b>							
Administrative (Region VII)	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name)	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ -	\$ -	\$ 29,500.00
Permits/Advertisements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 300.00	\$ 552.09	\$ 852.09	\$ 3,147.91
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00
Legal (Local) (Company Name)	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
Legal (PSC) (Company Name)	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ 23,900.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 23,900.00
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 1,697,825.00</b>	<b>\$ -</b>	<b>\$ 1,697,825.00</b>	<b>\$ 38,300.00</b>	<b>\$ 552.09</b>	<b>\$ 38,852.09</b>	<b>\$ 1,658,972.91</b>



## 495-Mt. Hope Water Association-Water System Improvement Project

## Expenditure Schedule - #4

Mt. Hope Water Association Meeting Date: 10/16/2023

Edited by: Carrie Wallace

UCC ARPA	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
<b>CONSTRUCTION</b>							
Contract #1 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #1 - Change Order #1		\$ -					
Contract #2 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #		\$ -					
Contract #3 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #		\$ -					
CONTINGENCY	\$ 29,100.00	\$ -	\$ 29,100.00	\$ -	\$ -	\$ -	\$ 29,100.00
<b>ENGINEERING SERVICES</b>							
Engineering Firm							
Study & Report Phase	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 54,000.00
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
Asset Mananagement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES and OTHER</b>							
Administrative (Region VII)	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name )	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ -	\$ -	\$ 29,500.00
Permits/Advertisements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 300.00	\$ 552.09	\$ 852.09	\$ 3,147.91
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00
Legal (Local) (Company Name)	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
Legal (PSC) (Company Name)	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ 23,900.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 23,900.00
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 290,000.00</b>	<b>\$ -</b>	<b>\$ 290,000.00</b>	<b>\$ 38,300.00</b>	<b>\$ 552.09</b>	<b>\$ 38,852.09</b>	<b>\$ 251,147.91</b>

## 495-Mt. Hope Water Association-Water System Improvement Project

## Expenditure Schedule - #4

Mt. Hope Water Association Meeting Date: 10/16/2023

Edited by: Carrie Wallace

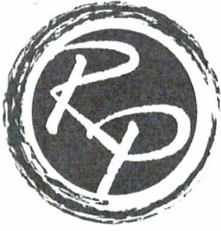
IJDC Loan	Approved Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Balance Remaining
CONSTRUCTION							
Contract #1 - Contractor	\$ 1,306,295.00		\$ 1,306,295.00	\$ -	\$ -	\$ -	\$ 1,306,295.00
Contract #1 - Change Order #1		\$ -					
Contract #2 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #2 - Change Order #		\$ -					
Contract #3 - Contractor	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Contract #3 - Change Order #		\$ -					
CONTINGENCY	\$ 101,530.00	\$ -	\$ 101,530.00	\$ -	\$ -	\$ -	\$ 101,530.00
ENGINEERING SERVICES							
Engineering Firm							
Study & Report Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Preliminary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design (Final)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bidding & Negotiating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Post-Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services							
Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Mapping & Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Surveys & Easement Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Mananagement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROFESSIONAL SERVICES and OTHER							
Administrative (Region VII)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting (Company Name )	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits/Advertisements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WV DOH Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lands/ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal (Local) (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal (PSC) (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROW Agent (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registrar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Counsel (Company Name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,407,825.00	\$ -	\$ 1,407,825.00	\$ -	\$ -	\$ -	\$ 1,407,825.00



**Mt. Hope Water Association  
1925 Tallmansville Rd.  
Buckhannon, WV 26201-1637**

First Class  
US Postage  
PAID  
Buckhannon WV  
26201  
Permit #6

*Mt. Hope Water Association is seeking a rate increase.  
Details available in newspaper publications or at the utility office after  
September 15, 2023, by calling 304-472-2526.*



Ralston Press, Inc.  
 16 Chancery Street  
 P.O. Box 638  
 Buckhannon, WV 26201  
 304-472-3333  
 printingservices@ralstonpress.com

## Invoice

No: **94286**

Date: 10/4/23

Customer PO:

Mt. Hope Water Association  
 1925 Tallmansville Road  
 Buckhannon WV 26201

Quantity	Description	Amount
1,200	Rate Increase Cards FALL 2023, 5.5 x 4.25 Canary 67# Springhill Digital Vellum Bristol Cover Colors Vellum, Digitally Printed on 1 side	\$ 76.56
<p><b>Ralston Press</b>            16 Chancery Street            Buckhannon, WV            26201            (304) 626-1453            October 4, 2023            4:11 PM</p> <hr/> <p>Receipt: xi75            Authorization: 051156</p> <p>Mastercard Debit            AID A0 00 00 00 04 10 10</p> <p>Custom Amount      <b>\$76.56</b></p> <hr/> <p><b>Total      \$76.56</b></p> <p>MasterCard 9108      \$76.56            (Chip)            Laurie A Adams</p> <p>Please pay this invoice within 30 days.            An annual finance charge of 18% will be            applied to all account balances 30 days            past due.</p> <p>Thank you for your business!</p>		
<p><b>SUBTOTAL</b></p> <p>City</p> <p>State</p> <p><b>SHIPPING</b></p> <p><b>TOTAL</b></p> <p><b>AMOUNT DUE</b></p>		<p>\$ 76.56</p> <p>\$ 0.00</p> <p>\$ 0.00</p> <p>\$ 0.00</p> <p>\$ 76.56</p> <p>\$ 76.56</p>

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**Walmart** 

304-472-2589 Mgr: SHERRI  
100 BUCKHANNON CROSSROADS  
BUCKHANNON WV 26201  
ST# 02809 OP# 000208 TEN 01 TR# 09858  
N ITEMS SOLD 1  
TC# 1497 7401 7353 8759 9751



ADD LBL	007278208160	10.12 X
** VOIDED ENTRY **		
ADD LBL	007278208160	10.12-X
	SUBTOTAL	0.00
ADD LBL	007278208160	10.12 0
	SUBTOTAL	10.12
	TOTAL	10.12
	DEBIT TEND	10.12
	CHANGE DUE	0.00
EFT DEBIT	PAY FROM PRIMARY	
10.12	TOTAL PURCHASE	
US Debit	**** ** 9108 I 0	
REF # 327500631647		
NETWORK ID. 0082 APPR CODE 112137		
US Debit		
AID A0000000042203		
AAC 84EC435644130947		
*NO SIGNATURE REQUIRED		
TERMINAL # SC010383		
10/02/23	13:50:14	
Low Prices You Can Trust. Every Day.		
10/02/23	13:50:50	

**Walmart** 

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BUCKHANNON  
11 S SPRING ST  
BUCKHANNON, WV 26201-9998  
(800)275-8777

10/06/2023 09:54 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Cust Permit Dep			\$465.41
Permit Type: Permit Imprint			
Permit Number: 6			
Permit Acct Number: 2772334			
Customer Name: MT HOPE WATER ASSN			

Grand Total:			\$465.41
--------------	--	--	----------

Debit Card Remit			\$465.41
Card Name: MasterCard			
Account #: XXXXXXXXXXXX9108			
Approval #: 085430			
Transaction #: 197			
Receipt #: 027731			
Debit Card Purchase: \$465.41			
AID: A0000000042203			Chip
AL: US Debit			
PIN: Verified			

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Track your Packages  
Sign up for FREE.®  
<https://informedelivery.usps.com>

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Refunds for guaranteed services only.  
Thank you for your business.

Tell us about your experience.  
Go to: <https://postalexperience.com/Pos>  
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 551128-0099  
Receipt #: 840-52500537-2-4872777-1  
Clerk: 14

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
--	--	--

Print or type. See Specific Instructions on page 3.	<b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mt Hope Water Association	
	<b>2 Business name/disregarded entity name</b> , if different from above	
	<b>3 Check appropriate box for federal tax classification</b> of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input checked="" type="checkbox"/> Other (see instructions) ► Association	
	<b>5 Address</b> (number, street, and apt. or suite no.) See instructions. 1925 Tallmansville Road	<b>Requester's name and address</b> (optional)
	<b>6 City, state, and ZIP code</b> Buckhannon, WV 26201	
	<b>7 List account number(s)</b> here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
<b>Social security number</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
or	
<b>Employer identification number</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px; text-align: center;">         5 5 - 0 5 4 3 6 2 3       </div>	

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	<b>Signature of U.S. person</b> ► <i>Laurie Au</i>	<b>Date</b> ► 8/22/2023
------------------	--	-------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



### 2023 Calendar Year Legal Holidays

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

.....

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

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

### **REVISED**

<b>December 21, 2023</b>	<b>Thursday</b>	<b>8:00 a.m. to 12:00 p.m.</b>
--------------------------	-----------------	--------------------------------

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

**West Virginia Department of Agriculture**

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



**ASSESSOR'S CERTIFICATE OF COMPLIANCE**

TO THE HONORABLE COUNTY COURT OF UPSHUR COUNTY

The Assessor of Upshur County, Dustin Zickefoose, has completed the Farm Census of 2023 and has satisfactorily complied with the requirements of the Farm Statistics Law. He is, therefore, eligible to receive compensation from the County Court according to Chapter 7, Article 7, Section 6C of the New Code of West Virginia.

A handwritten signature in blue ink, reading "Kent A. Leonhardt".

**Commissioner of Agriculture**



**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF HOMELAND SECURITY**  
**DIVISION OF CORRECTIONS & REHABILITATION**



**WILLIAM K MARSHALL III**  
**COMMISSIONER**

**JEFF SANDY, CFE, CAMS**  
**CABINET SECRETARY**

---

Office of the Commissioner  
1409 Greenbrier Street  
Charleston, WV 25311  
304-558-2036 -- Telephone  
304-558-5367 -- Fax

DISCOUNTED RATE UPSHUR COUNTY  
38 WEST MAIN STREET, ROOM 302  
BUCKHANNON, WV 26201

**Invoice Number: 9123682D**

**Invoice Date: 10/3/2023 2:41:06 PM**

**Month of Service: September, 2023**

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Discounted Rate Upshur County for the month of September, 2023. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: September

Number of Inmate Days: 1,715

Per Diem Rate: \$43.58

Amount Due: September, 2023

**\$74,739.70**

This invoice amount is due and payable upon receipt.

Please Remit Payment to:  
WV Regional Jail and Correctional Facility Authority  
PO Box 40258  
Charleston, WV 25364

318 Mud Lick Road  
Buckhannon, WV  
26201



Phone: 304-472-3865  
Fax: 304-472-9430

**REVENUE REPORT**  
**FOR MONTH ENDING: September 2023**

		UPSHUR	LEWIS
ADOPTIONS			
CASH		\$430.00	\$385.00
CHECK		\$30.00	\$20.00
E STORE CREDIT CARD		\$240.00	\$350.00
SUBTOTAL		\$700.00	\$755.00
SPAY/NEUTER DEPOSIT			
CASH		\$700.00	\$250.00
CHECK		\$0.00	\$50.00
E STORE CREDIT CARD		\$300.00	\$550.00
SUBTOTAL		\$1,000.00	\$850.00
BOARD RESCUE			
CASH		\$30.00	\$110.00
CHECK		\$35.00	\$0.00
E STORE CREDIT CARD		\$170.00	\$30.00
SUBTOTAL		\$235.00	\$140.00
MICRO-CHIPPING			
CASH		\$150.00	\$0.00
CHECK		\$0.00	\$0.00
E STORE CREDIT CARD		\$0.00	\$0.00
SUBTOTAL		\$150.00	\$0.00
DONATIONS			
CASH		\$198.00	\$0.00
CHECK		\$165.00	\$0.00
E STORE CREDIT CARD		\$670.00	\$0.00
SUBTOTAL		\$1,033.00	\$0.00
SURGICAL UNIT			
CASH		\$0.00	\$0.00
CHECK		\$0.00	\$0.00
E STORE CREDIT CARD		\$0.00	\$0.00
SUBTOTAL		\$0.00	\$0.00
SUMMARY			
	GRAND TOTALS	UPSHUR	LEWIS
CASH	\$2,253.00	\$1,508.00	\$745.00
CHECK	\$300.00	\$230.00	\$70.00
E STORE CREDIT CARD	\$2,310.00	\$1,380.00	\$930.00
TOTAL	\$4,863.00	\$3,118.00	\$1,745.00



318 Mud Lick Road  
Buckhannon, WV 26201

# LEWIS UPSHUR

## Animal Control Facility

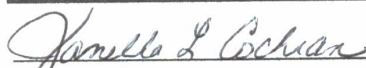
Phone: 304-472-3865  
Fax: 304-472-9430

### ACCOUNT OF ANIMALS REPORT

ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY  
FOR THE MONTH OF: **September-23**

ANIMALS RECEIVED									
ACTIVITY	CANINES			FELINES			OTHER ANIMALS		
TYPE OF ADMISSION	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
Brought in by Animal Control Officer	7	9	16	0	3	3	0	0	0
Brought in by City Trapper	0	0	0	34	28	62	0	0	0
Brought in by County Residents	13	17	30	0	0	0	1	0	1
Brought in by Law Enforcement	0	0	0	0	0	0	0	0	0
Drop Box	1	0	1	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
<b>TOTAL ADMISSION ACTIVITY</b>	<b>21</b>	<b>26</b>	<b>47</b>	<b>34</b>	<b>31</b>	<b>65</b>	<b>1</b>	<b>0</b>	<b>1</b>
ANIMALS DISCHARGED									
TYPE OF DISCHARGE	CANINES			FELINES			OTHER ANIMALS		
ADOPTIONS	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL	UPSHUR	LEWIS	TOTAL
With Charge	16	23	39	23	14	37	13	0	13
Without Charge	0	0	0	0	0	0	12	0	12
<b>TOTAL ADOPTIONS</b>	<b>16</b>	<b>23</b>	<b>39</b>	<b>23</b>	<b>14</b>	<b>37</b>	<b>25</b>	<b>0</b>	<b>25</b>
EUTHANASIA									
Owner Request	4	0	4	1	10	11	1	0	1
Other	0	1	1	5	2	7	0	0	0
<b>TOTAL EUTHANIZED</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>1</b>	<b>0</b>	<b>1</b>
RESCUES									
With Charge	2	1	3	0	0	0	0	0	0
Without Charge	4	9	13	9	7	16	0	0	0
<b>TOTAL TO RESCUE</b>	<b>6</b>	<b>10</b>	<b>16</b>	<b>9</b>	<b>7</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>
MISCELLANEOUS									
Escaped	0	0	0	0	0	0	0	0	0
Returned to Owner	0	0	0	0	0	0	0	0	0
Passed - Natural Causes	0	0	0	3	0	3	6	0	6
<b>TOTAL MISCELLANEOUS ACTIVITY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>6</b>
<b>TOTAL DISCHARGE ACTIVITY</b>	<b>26</b>	<b>34</b>	<b>60</b>	<b>41</b>	<b>33</b>	<b>74</b>	<b>32</b>	<b>0</b>	<b>32</b>
INACTIVE STATUS									
Quarantined	0	0	0	0	0	0	0	0	0
<b>TOTAL ANIMAL ACTIVITY FOR PERIOD</b>	<b>47</b>	<b>60</b>	<b>107</b>	<b>75</b>	<b>64</b>	<b>139</b>	<b>33</b>	<b>0</b>	<b>33</b>

CENSUS			
	CANINES	FELINES	OTHER ANIMALS
CENSUS AT BEGINNING OF PERIOD:	37	42	31
CENSUS AT END OF PERIOD:	24	33	0

  
Signature

10-4-2023  
Date

John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

September 2023

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	7		
Other			
Animals returned to Owner by ACO:			
Dogs			
Other			
Animals delivered to LUACF:			
Dogs			
Other			
Animals Quarantined by ACO:			
Dogs			
Other			
Animals Terminated:			
Dogs			
Other			
Total Number of Hours Involved			

John Slaughter  
Signature

10/5/23  
Date



**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**  
**SEPTEMBER 1, 2023 - SEPTEMBER 15, 2023**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
9/5/2023	9284	82362	LEWIS, CHERYL OR GREG	9776 ALEXANDER RD, FRENCH CREEK, WV 26218	\$75,000.00	\$15.00		OL	30' X 32' CABIN	SELF	
9/5/2023	9285	NEW	QUEEN, LEO	5435 CLARKSBURG RD, BUCKHANNON, WV 26201	\$300,000.00	\$15.00		CHECK	52' X 26.8' MODULAR HOME	MIDDLETOWN HOME SALES, 8 COMMERCE DR, BUCKHANNON, WV 26201	
9/5/2023	9286	82359	ROLLINS, RON	5810 GLADY FORK RD, BUCKHANNON, WV 26201	\$78,000.00	\$15.00		CASH	1,200 SQ FT TRAILER WITH DECK, RAMP AND STAIRS	SELF	
9/8/2023	9287	NEW	HOWARD, JONI	6792 RT 20 SOUTH RD, FRENCH CREEK, WV 26218	\$85,400.00	\$15.00		CHECK	ERECTING A TWO SIDED BILLBOARD STRUCTURE	SPECIALTY GROUPS INC, 10771 BUCKHANNON PIKE, LOST CREEK, WV 26385	
9/11/2023	9288	8401	KOPELOV, GLENN	53 BEECH RUN RD, BUCKHANNON, WV 26201	\$2,500.00	\$15.00		CASH	ROOF AND SIDING	SELF	
9/11/2023	9289	5509	BEST, MARK	938 STONY RUN RD, BUCKHANNON, WV 26201	\$3,500.00	\$15.00		CHECK	360' OF 4' BLACK VINYL COVERED CHAIN LINK FENCE	SELF	
9/11/2023	9290	NEW	DAUGHERTY, ALLYSON	5069 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$74,000.00	\$15.00		OL	906 SQ FT SINGLE WIDE (MOBILE HOME)	CLAYTON HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
9/12/2023	9291	9511	PAPPAS, ERNEST AND VERA	870 HUNTER RIDGE RD, CRAWFORD, WV 26343	\$49,909.21	\$15.00		OL	INSTALLATION OF 10.53KW PHOTOVOLTAIC SYSTEM (SOLAR PANELS)	REVOLT ENERTY, 4300 1ST AVE, NITRO, WV 25143	
9/12/2023	9292	10822	LEICHLITER, DONALD	136 REAL LEAF DR, ROCK CAVE, WV 26234	\$10,897.00	\$15.00		OL	13 NEW WINDOWS	HOME DEPOT USA, 2455 PACES FERRY RD, ATLANTA, GA 30339	
9/13/2023	9293	7009	QUICK, LEO	247 RED KNOB RD, BUCKHANNON, WV 26201	\$3,100.00	\$15.00		CC	METAL SIDING	SELF	
9/13/2023	9294	887	BOILING, JENNIFER	5163 HACKERS CREEK RD, BUCKHANNON, WV 26201	\$15,507.70	\$15.00	\$75.00	OL	INSTALLING 120' OF BASEMENT GUTTER AND ONE SUMP PUMP	IT'S BASEMENT SYSTEMS OF WA, 7400 GAINSFORD CT, BRISTOW, VA 20136	FLOODPLAIN ALL INSIDE WORK
9/14/2023	9295	12657	WILDMAN, MADORA B	143 CAROL ST, BUCKHANNON, WV 26201	\$21,900.00	\$15.00		CASH	NEW ROOF	SELF	

**TOTAL**      **TOTAL**      **TOTAL**  
**\$719,803.91**      **\$180.00**      **\$75.00**

# UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS

SEPTEMBER 16, 2023 - SEPTEMBER 30, 2023

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER	FLOODPLAIN
9/18/2023	9296	12149	KING, DAVID	1597 OLD ELKINS RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CASH	40' X 64' POLE BARN	SELF	
9/18/2023	9297	11316	HINKLE, HELEN M	12809 MCGOWAN AVE, CLEVELAND, OH 44135	\$75,000.00	\$15.00		CASH	4' EXTENTION TO KITCHEN AND BATHROOM; 6' EXTENTION TO LIVING ROOM AND BEDROOM; ADD TO EXISTING PORCH	SELF	
9/18/2023	9298	10054	CHIDESTER, NATASHA AND JOEY	510 GAINES RD, ROCK CAVE, WV 26234	\$200.00	\$15.00		CASH	10' X 20' ROOF OVER SAWMILL	SELF	
9/18/2023	9299	80466	MCDANIELS, GLENN	877 SHAWNEE DR, BUCKHANNON, WV 26201	\$400.00	\$15.00		CASH	8' X 8' SHED	SELF	
9/19/2023	9300	1690	HENDERSON, DON	1034 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$29,000.00	\$15.00		CHECK	NEW ROOF	BURKHOLDER ENTERPRISES, 8128 MORGANTOWN PIKE, MONTROSE, WV 26283	
9/19/2023	9301	1691	HENDERSON, DON	1034 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$9,000.00	\$15.00		CHECK	NEW ROOF	BURKHOLDER ENTERPRISES, 8128 MORGANTOWN PIKE, MONTROSE, WV 26283	
9/20/2023	9302	8682	HOLLY, GREGORY	14 MANNING RD, BUCKHANNON, WV 26201	\$9,429.51	\$15.00		OL	INSTALL 27" OF BASEMENT GUTTER AND ONE SUMP PUMP	JES BASEMENT AUTHORITY OF WV, 7940 GAINSFORD CT, BRISTOW, VA 20136	
9/20/2023	9303	8392	VANHORN, ED	780 BEECH RUN RD, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CASH	18' X 20' CARPORT	SELF	
9/20/2023	9304	11614	SELAN, ELLIOTT	22 LOCUST DR, BUCKHANNON, WV 26201	\$15,000.00	\$15.00		CC	OUT BUILDING CONSTRUCTION	SELF	
9/21/2023	9305	2539	TOOTHMAN, ROD	14 JUNIPER LN, BUCKHANNON, WV 26201	\$2,000.00	\$15.00		CASH	16' X 26' LEAN-TO ADDITION TO EXISTING GARAGE	SELF	
9/21/2023	9306	11859	WAMSLEY, JERRY	234 RIDGEVIEW LN, BUCKHANNON, WV 26201	\$9,000.00	\$15.00		OL	NEW ROOF	SELF	
9/21/2023	9307	81180	POTTS, PAULA	140 CAMDEN AVE, BUCKHANNON, WV 26201	\$2,500.00	\$15.00		OL	CONVERT RV TO RESIDENCE AND ADD ROOM	SELF	
9/25/2023	9308	2100	DENNISON, ROBERT	604 KESLING MILL RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CC	BUILDING (STORAGE)	SELF	
9/25/2023	9309	6676	A.F. WENDLING INC CHRISTOPHER WENDLING	PO BOX 661, BUCKHANNON, WV 26201	\$750,000.00	\$15.00		CC	REMODEL INTERIOR OF EXISTING BUILDING TO ADD ADDITIONAL OFFICE SPACE	TKS CONTRACTING INC, 263 HIGHPOINT DR, BUCKHANNON, WV 26201	
9/25/2023	9310	10632	BURR, CHARLES L	17823 RT 20 SOUTH RD, ROCK CAVE, WV 26234	\$600.00	\$15.00		CASH	24' X 8' QUAIL PEN	SELF	
9/26/2023	9311	11675	CONNELL, GARY	1070 IVANHOE RD, BUCKHANNON, WV 26201	\$3,800.00	\$15.00	\$225.00	CHECK	18' X 25' GOAT BARN ON CONCRETE PAD	CHRISTOPHER LYON, 3 BEAVER CAMP RD, FRENCH CREEK, WV 26215	FLOODPLAIN
9/26/2023	9312	8560	WENDLING, CHRIS	PO BOX 661, BUCKHANNON, WV 26201	\$50,000.00	\$15.00	\$75.00	CASH	20' X 20' GAZEBO REMODEL CABIN AND DINING TABLE	GEORGE DAVID, DRAYG & J BUILDERS, 12221 ALBOUT RD, BELLINGHAM, WA 26240	FLOODPLAIN
9/26/2023	9313	5801	VANCE, JAMES & CATHERINE	64 GRUBB HOLLOW RD, FRENCH CREEK, WV 26218	\$1,000.00	\$15.00		CASH	REPLACE ROOF ON CELLAR AND TOOL SHED	SELF	
9/26/2023	9314	6900	LEWIS, DANNY	49 MARBLE ST, BUCKHANNON, WV 26201	\$700.00	\$15.00		CASH	ROOF OVER FRONT PORCH AND ROOF OVER SIDE PORCH	SELF	
9/27/2023	9315	4965	HARPER, BERNARD	428 TILLMAN LN, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CASH	32' X 50' GARAGE	SELF	
					<b>TOTAL</b> <b>\$1,000,829.51</b>	<b>TOTAL</b> <b>\$300.00</b>	<b>TOTAL</b> <b>\$300.00</b>				
					<b>GRAND PROJECT TOTAL</b> <b>\$1,720,633.42</b>	<b>GRAND BP TOTAL</b> <b>\$465.00</b>	<b>GRAND FP TOTAL</b> <b>\$375.00</b>				

## ***Buckhannon-Upshur Airport Authority Agenda***

***W22- Upshur Regional Airport Terminal Building, 644 Airport Road, Buckhannon, WV 26201 as well as Virtually via Telephony or ZOOM <sup>1</sup>***

***Monday, October 9, 2023 at 4:00 pm***

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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Michael Ruffing
  - Secretary's Report – Brian Huffman, Secretary
  - Engineering Reports – Chapman Technical Group
  - Airport Manager's Report-Jennifer Powers
    - Approval for President Ruffing to sign WVDMTF General Revenue Grant Agreement UPC00212024
    - Approval/possible motion regarding KCI Enterprises lease agreement
    - Approval/possible motion regarding FY 24 rate calculations
    - Discussion/Approval of the FY 24-FY 26 ACIP (due October 16<sup>th</sup>)
    - Update on Health Net crew quarters remodel
    - Financial Audit RFP update
    - Update on fuel and airport operations
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Airport Manager's Report
  - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
  - Hangar space requests/applications/updates
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority ([jenny@flyw22.com](mailto:jenny@flyw22.com)) or 304-472-9437 ext. 101 at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public.

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<sup>1</sup>Per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.



**Notice of Special Meeting  
Upshur County Farmland Protection Board**

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Location: Upshur County Extension Office Conference Room  
91 W Main Street, Ste 102  
Buckhannon, WV 26201

Date: October 17, 2023

Time: 8:00 a.m.

**AGENDA**

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: August 2023

BUSINESS ITEMS – Discussion/Update/Action

- Hinkle Easement Update
- New Board Member- Member of the Community
- Application potentials
- Association Meeting Updates

FINANCIAL MATTERS – Discussion/Update/Action

- Financial Report- Financial Spreadsheet
  - Mileage Reimbursement for Annual Meeting
  - Payment of Bills /Invoices -Turtley For You Consulting, etc.

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT





***City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, October 19, 2023***

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

Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709>  
You can also dial in using your phone United States: [+1 \(872\) 240-3212](tel:+18722403212) Access Code: 804-282-709

**A. Call to Order**

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

**B. Recognized Guests**

- B.1 Buckhannon Fire Department-Michael O McNamee Award of Valor Unit Citation

**C. Department & Board Reports**

- C.1 Public Works Director- Jerry Arnold
- C.2 City Horticulturist Dixie Green
- C.3 Finance Director- Amberle Jenkins
- C.4 Police Chief- Matthew Gregory
- C.5 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 Thank you letter from A&O Railroad, Inc. re: Support of the USDOT Grant Award
- D.2 Trunk-or-Treat at the Public Safety Complex 10/30/23 6:30pm-8:30pm
- D.3 Trick-or-Treat in City Limits 10/31/23 6pm-7:30pm
- D.4 Veteran's Day Parade November 11, 2023 10am
- D.5 Buckhannon Christmas Parade December 1, 2023 6pm
- D.6 WVML BOD's Meeting
- D.7 Southern Mayor's Conference
- D.8 Mayoral Proclamation Christian Heritage Week in WV Proclaimed by Governor Jim Justice November 19-25, 2023
- D.9 Report of Cat & Dog Activity –Upshur County Commission-September 2023

**E. Consent Agenda**

- E.1 Approval of Minutes -Regular Meeting 05/16/23, 06/15/23, 08/03/23, 09/07/23  
08/17/23, 09/21/23, 10/05/23 Special 03/01/23, 09/13/23, 10/02/23
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

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

- F.1 Approval Financing of the BPD Motorola Radios
- F.2 Modification to the COB Outside Entity Funding Request Application
- F.3 Discussion/Possible Action Proposed Stockert Youth & Community Center Building Project

**G. Comments and Announcements**

- G.1 Pamela Bucklew
- G.2 David McCauley
- G.3 Jack Reger
- G.4 David Thomas
- G.5 CJ Rylands
- G.6 Randall Sanders

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

**I. Adjournment**

**POSTED 10/16/2023 REVISED 10/17/2023**

**Adrian Public Service District**  
**September 7, 2023**  
 Monthly Board Meeting

Present from Adrian PSD: **Paul Spencer**, *Chairman*; **Carolyn Douglas**, *Vice Chairman*; **Kelly Arnold**, *Sec./Treas.*; **Eric Brunn**, *Chief Water Operator*; **Norma Woody**, *Manager* and **Alicia Wright**, *Assistant Manager*.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Paul Spencer, Chairman.

Minutes of the **August 3, 2023 board meeting** were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried. **Minutes of the August 17, 2023 project meeting** were read. Paul made a motion to approve the minutes and Kelly seconded. Motion carried.

Invoices were presented. A motion was made to pay by Carolyn, seconded by Paul.

**Old Business**

- None

**New Business**

- None

**Items for Discussion/Action/Approval**

- Norma advised the board of front parking lot paving completion.

**Maintenance Report**

- Repaired water leaks at Fishers/Lick Run/Gougerville/Alexander Bridge.
- Installed two new services.
- Repaired three service leaks
- Installed new antennas for Phase VIII telemetry upgrade.

**Office Report**

- Lead & Copper Sampling 2023 Completed.

**Adjournment**

The meeting adjourned at 4:00 pm.

The next **board meeting** will be **October 6, 2023 at 3:00 pm.**

The next **project meeting** will be **October 24, 2023 at 3:00 pm.**

Board of Directors

  
 Paul Spencer, Chairman

  
 Carolyn Douglas, Vice Chairman

  
 Kelly Arnold, Sec., Treas.

**Upshur County Safe Structures and Sites Enforcement Board**  
**September 14, 2023**

**Members present:** Chris Garrett, Chris Cook, Greg Harris, Jerry Wamsley  
**Members absent:** J. B. Kimble  
**Others present:** Cindy Hughes, Assistant Administrator

The meeting was called to order at 3:00 p.m. by Greg Harris.

The August 10, 2023 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved.

The Board discussed the current Property Ordinance Complaint Form and would like to consider revising the form and submitting it to the Commission for approval. Assistant Administrator, Cindy Hughes, will develop a template for the Board to critique at the October meeting.

**The Enforcement Board reviewed the following cases:**

121322-01 (Carl Tenney): This property is located at 10845 Old Elkins Road Ellamore, WV (Route 151). The Board discussed the status of the property since Mr. Tenney's passing. The property is being cleaned up by Mr. Tenney's brother. There is an old garage on the property that is unsafe. The Estate has been settled and two new owners have been identified. On motion by Chris Garrett, seconded by Chris Cook, the Board voted to restart the notification process with the new owners. Greg Harris will mail a certified Notice of Investigation to the property owners.

060823-01 (Sipe): This property is located at 88 Jack Lane in Buckhannon. The property owner was located by the Upshur County Sheriff's Department shortly after the August meeting. She resides in New Martinsville, WV. This information was conveyed to the Board and after discussion a motion was made by Jerry Wamsley, seconded by Chris Garrett, to reopen this case and withdraw the previous motion to turn the case over to the Commission. A Notice of Investigation will be sent via Certified Mail to the property owner announcing the date updated photos will be taken of the property.

062223-01 (Lee): This property is located at 232 Jackson Park Avenue, Buckhannon, WV. Property owner, Wesley Lee, was mailed a Notice of Investigation after the August meeting. Photographs were taken on September 8<sup>th</sup>, 2023 and reviewed by the Board. After discussion, a motion was made by Chris Cook and seconded by Chris Garrett to grant an extension to the property owner to clean up the identified issues. The extension was granted until the November 8, 2023 meeting. Photographs will be taken prior to the meeting.

081023-01 (Bever): This property is located at 1193 Route 20 South, Buckhannon, WV. A Notice of Investigation was sent to the property owner after the August meeting. Greg Harris took photographs of the property and talked with the owner. There are old tires that need removed and the owner is re-roofing the current trailer on the property. After discussion, a motion was made by Chris Garrett and seconded by Jerry Wamsley to give the property owner until November 8<sup>th</sup>, 2023 to address the issues. Updated photographs will be taken prior to the meeting.

**The Enforcement Board reviewed the following new cases:**

091423-01 (Casto): This property is located at 65 Orr Street, Buckhannon, WV. On motion by Chris Cook, seconded by Jerry Wamsley, the Board voted to send a Notice of Investigation to the property owner. Photos will be taken and reviewed at next meeting.

091423-01 (Holland Enterprises)): This property is attached to the Subway Establishment in Buckhannon, WV. On motion by Chris Cook, seconded by Jerry Wamsley, the Board voted to send a Notice of Investigation to the property owner. Photos will be taken and reviewed at next meeting.

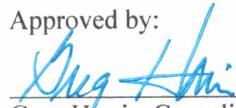
**Public Comment:**

None

**Other Business:**

The next meeting will be held on Thursday, October 12, 2023 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. On motion by Greg Harris, seconded by Chris Cook, the meeting adjourned at 3:36 p.m.

Approved by:



Greg Harris, Compliance Officer

10-12-23

Date

Chris Garrett, Board Member

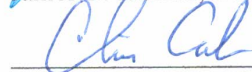
Date



James B. Kimble, Board Member

10-12-22

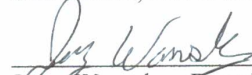
Date



Chris Cook, Board Member

10-12-23

Date



Jerry Wamsley, Board Member

10-12-23

Date



**Adrian Public Service District**  
**September 20, 2023**  
 Phase VIII Project Meeting

Present from Adrian PSD: Kelly Arnold, Sec/Treas.; Carolyn Douglas, Vice Chairman; Paul Spencer, Chairman via home; Eric Brunn, Chief Water Operator and Norma Woody, Manager.

Visitors: Trey Hornor, P.E. President Hornor Brothers Engineering  
 Carry Wallace, Program Coordinator, Region VII  
 Doug Heater, Superintendent, Pro Contracting  
 Wayne Beechler, Mid-Atlantic Storage Systems

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Vice Chairman, Carolyn Douglas.

**Items for Discussion/Action/Approval**

- Trey Hornor, Hornor Brothers Engineering reviewed progress and status of construction (78.2% complete as of August 31, 2023). Indian Camp complete, Get Out Rd complete, Frenchton Rd complete, Little Trace Run Rd complete, Holly Grove Rd complete, Alexander Rd complete, portion of Eden complete; working on Route 20, Eden Rd/Gaines and Metzner Hollow Rd, Helvetia to Pickens.
- Norma requested approval of **Resolution No. 10 of the Phase VIII water extension project**. Kelly made a motion to approve, and Carolyn seconded the motion. Motion carried.
- Norma requested approval of **Adverse Weather Day calculation sheets for Phase VIII water extension project**. Contract 1 (0 days), Contract 2 (0 days), Contract 3 (3 days). Carolyn made the motion to approve, and Kelly seconded the motion. Motion carried.
- **Contract #2 Change Order #3 Pro-Contracting** (ATS) Automatic Transfer Switch. Kelly made a motion to approve, and Carolyn seconded the motion. Motion carried.
- **Contract #3 Change Order #5 Mid-Atlantic Storage Systems** (SCADA) Supervisory control and data acquisition for maintenance shop. Carolyn made the motion to approve, and Kelly seconded the motion. Motion carried.
- Schedule for Contracts are as follows: Contract 1-Pro Contracting (1 crew working), Contract 2-Pro Contracting (2 crews working), Contract 3-Mid Atlantic Storage Systems (sites complete; tank erection to start by first of October).
- Norma requested approval of **Engineering Amendment No. 5**. Carolyn made a motion to approve, and Kelly seconded the motion. Motion carried.
- Hornor Brothers Engineers provided update on start-up of Booster Stations and Eden Road start-up, along with addressing complaints/concerns of customers.

**Adjournment**


The meeting adjourned at 4:00 pm.

Next regular board meeting will be **October 6, 2023** at 3:00 pm.

Board of Directors

Next project meeting will be **October 24, 2023** at 3:00 pm.

  
 Paul Spencer, Chairman

  
 Carolyn Douglas, Vice Chairman

  
 Kelly Arnold, Sec., Treas.