



## Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: February 6, 2020

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• January 30, 2020
- 9:15 a.m. Buckhannon-Upshur High School biology students - Request permission to undertake a project at the Upshur County Recreational Park
- 9:30 a.m. Rob Hinton, Upshur County Development Authority Director -- Review of the Medical Cannabis Act and request for required letter from the Commission
- 9:45 a.m. Terri Jo Bennett, Upshur County Addressing and Mapping Coordinator – Presentation of Road Name Change Petition filed by Theresa Servetas Page 5-6
- 10:00 a.m. Bid opening, presentation and award – 1 Police Sedan
- 10:15 a.m. Heather Sparks, Chief Tax Deputy — Final Disposition List for Tax Year 2018. Approval and signature of the Affidavit of Acceptance by the Upshur County Commission.
- 10:30 a.m. Lori Ulderich Harvey on behalf of the Upshur County Family Resource Network Tobacco Prevention Coalition – Presentation of “Through with Chew Week and the Great American Spit Out” Proclamation Page 7

### Items for Discussion / Action / Approval:

1. Adopt Policy Extending Emergency Absentee Voting. \* Page 8
2. Order to approve the Number of Election Officials and Election Commissioners for the May 12, 2020 Primary Election. \* Page 9
3. Order to approve the Number of Sets of Emergency Absentee Voting Commissioners for the May 12, 2020 Primary Election. \* Page 10
4. Approval and signature of Authorization for Full Settlement Authority and Informed Consent for the consolidated opioid litigation. This authorization will permit Fitzsimmons Law Firm PLLC to engage in settlement negotiations with the defendants conditioned upon the Commissions’ final approval of any settlement which may be reached. \* Under separate cover
5. Approval and signature of Order Setting Forth Findings of Fact and Conclusions of Law in the Riffle Case Number 061319-02 (Banks Tax District – Tax Map 3P – Parcel Number 20.1). \* Page 11-12
6. Approval of Amended Employee Health Reimbursement Plan Document, originally effective April 1, 2011 and restated effective December 1, 2019. This amendment incorporates all previous amendments into one policy\* Page 13-36

7. Approval of advertisement for a full-time Animal Control Officer. Applications must be received by 4:00 p.m. on February 18th, 2020. \*

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Page 37

8. 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. Commission's Response to the City of Buckhannon's Petition to Intervene in regards to the expansion of service territory of Tennerton Public Service District. Page 38-44
2. Correspondence from Ora L. Ash, Deputy State Auditor, regarding the levy estimate (budget) 2020-2021, approved percentages for the Assessor's Valuation Fund and a budget sequence of events. Page 45-50
3. Correspondence from Joseph N. Geiger, Jr., Director of the WV Archives and History, announcing the award of \$13,000. The Assessor's office was awarded \$3,000 to scan and index various documents and \$10,000 was awarded to the Circuit Clerk's office to digitize chancery and civil order books. Mr. Geiger is also requesting a response with the Commission's intent to pursue the records project. Page 51
4. Correspondence from C. Robbie Martin, Delegate 45<sup>th</sup> District, requesting for the Upshur County Commission to declare Upshur County as a "Second Amendment Sanctuary". Page 52
5. Correspondence from Brad Ayers, Senior Director of Government Affairs for Suddenlink by Altice USA, notifying the Commission that effective February 28, 2020, there will be changes to certain video rates and surcharges for commercial customers. Page 53-54
6. Upshur County Building Permits for the month of January 2020 Page 55-56
7. NACo Prescription Drug Discount Card Program breakdown from 2014 to December 2019 Page 57-58
8. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - Upshur County Cooperative Parish House and Crosslines, Inc. -- January 2020 Page 59
  - b) Agendas and/or Notice of Meetings:

• Hodgesville PSD	February 3, 2020	<u>Page 60</u>
• City Council of Buckhannon	February 6, 2020	<u>Page 61</u>
• Upshur County Solid Waste Authority	February 10, 2020	<u>Page 62</u>
  - c) Meeting Minutes:
  - d) Meetings:
    - 02/04/20 5:30 p.m. Elkins Road PSD
    - 02/04/20 4:00 p.m. Hodgesville PSD



- 02/06/20 7:00 p.m. Banks District VFD
- 02/06/20 7:00 p.m. City Council of Buckhannon
- 02/06/20 7:00 p.m. Selbyville VFD
- 02/10/20 12:00 p.m. Upshur County Family Resource Network
- 02/10/20 4:30 p.m. Upshur County Solid Waste Authority
- 02/10/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 03/09/20 6:00 p.m. Lewis-Upshur Community Corrections Board -- Lewis Co.
- 02/11/20 7:30 p.m. Adrian VFD
- 03/05/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 02/19/20 7:00 a.m. Upshur County Development Authority – Executive Board
- 02/19/20 12:00 p.m. Upshur County Senior Center Board
- 02/13/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 02/12/20 7:00 p.m. Warren District VFD
- 02/06/20 3:00 p.m. Adrian PSD
- 02/12/20 3:00 p.m. Tennerton PSD
- 02/13/20 4:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 02/13/20 7:30 p.m. Buckhannon VFD
- 02/13/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 02/20/20 6:30 p.m. Upshur County Youth Camp Board
- 02/16/20 6:00 p.m. Washington District VFD
- 02/17/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 02/19/20 4:00 p.m. Upshur County Public Library Board
- 02/18/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 02/18/20 6:30 p.m. Upshur County Fire Board, Inc.
- 02/25/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 02/12/20 7:00 p.m. Ellamore VFD
- 02/19/20 12:00 p.m. Lewis Upshur LEPC --- Upshur location
- 02/20/20 2:00 p.m. Upshur County Farmland Protection Board
- 03/25/20 10:00 a.m. James W. Curry Advisory Board
- 02/24/20 7:00 p.m. Upshur County Fire Fighters Association
- 02/12/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 03/13/20 11:00 a.m. Region VI Local Elected Officials
- 02/24/20 10:00 a.m. Mountain CAP of WV, Inc. a CDC

9. Appointments Needed or Upcoming:

- Buckhannon-Upshur Parks and Recreation Advisory Board (BOE appointee – 6/30/2020)

10. Board of Review & Equalization Meeting Schedule

- 01/30/2020 1:00 p.m. – 3:00 p.m. No appointments ---Review Property Books
- 02/05/2020 1:00 p.m. – 3:00 p.m.
- 02/11/2020 9:00 a.m. – 11:00 a.m. Coal, Oil & Gas and Industrial Appointments
- 02/18/2020 9:00 a.m. – 11:00 a.m. Adjournment

*These meetings will take place at the Upshur County Administrative Annex*

Tabled Items

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

1. Chapman Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11)

Next Regular Meeting of the Upshur County Commission  
February 13, 2020 --- 9:00 a.m.  
Upshur County Courthouse Annex

**\*\*The regularly scheduled Commission Meeting on February 20, 2020 is CANCELLED\*\***



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Upshur County Addressing and Mapping Project  
Terri Jo Bennett, Coordinator  
Upshur County Courthouse Annex  
38 West Main Street, Room 303, Buckhannon, WV 26201  
Phone: (304) 472-1673 Email: [tjb@upshurcounty.org](mailto:tjb@upshurcounty.org)

## Road Name Change Petition

This application must be completed by a property owner along the road that is proposed to be changed. The petitioner is required to pay a non-refundable deposit of \$50.00 to the Office of the Upshur County Clerk. After the road name change is approved by the Upshur County Commission, the petitioner will then have ninety (90) calendar days to gather signatures from 80% of the property owners along the road proposed to be changed. Documentation such as a tax bill or deed showing ownership of each signatory must accompany the petition at the time of filing. The petitioner understands that they are also obligated to pay the Upshur County Commission for the actual costs incurred by this road name change. See actual cost below.

(Upshur County 911 Addressing and Mapping Ordinance, Section 6.7)

Date: 1-31-2020 Current Road Name: Larry Loudm Rd.

Name of Petitioner: Theresa Serretas

Mailing Address: 536 Larry Loudm Rd. Fr. Creek WV 26218

Phone Number(s): 3

### Requested Road Name:

Kittle Run Road

Directions to the road petitioned to be changed: \_\_\_\_\_

- Total number of structures 10 (x \$172.00) = \$ 1032.00
- Change on statewide addressing and mapping site \$150.00
- DOH sign cost \$318.00 (applies only if a DOH road)
- Total cost \$ 1450.00 required at the time of filing (this amount is less the non-refundable \$50.00 deposit)

\$1500  
- \$50  
\$1450.

Signature of Petitioner: [Signature]

\*\*\*\*\* (internal use only) \*\*\*\*\*

The requested road name has no conflict with the current list of approved road names and it is my recommendation that the Upshur County Commission approve this request.

A&M Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Name Change: \_\_\_\_\_ Date: \_\_\_\_\_





Upshur County  
Carol J Smith, Clerk  
Instrument 202000000654  
2020 APR 3 10:00 AM





### Through with Chew Week and The Great American Spit Out

Whereas, smokeless tobacco may not be getting as much press as e-cigarettes and vaping, but it is as addictive and has many harmful side effects, and

Whereas, "Smokeless does not mean harmless," and

Whereas, people who consume 8-10 dips or chews per day receive the same amount of nicotine as a heavy smoker who smokes 30-40 cigarettes a day, and

Whereas, chew (or also called "spit tobacco") contains at least 28 chemicals that have been found to cause cancer in the mouth, esophagus, and pancreas. Treating oral cancers can involve removal of tissue and bone including the tongue and jaw. Smokeless tobacco can also cause gum disease, heart disease, and precancerous mouth sores. On average, chew products deliver a higher dose of nicotine than cigarettes making the product more habit forming, and

Whereas, Through With Chew Week, also known as TWCW, is observed next on Sunday, February 16th, 2020. It has been observed the third full week of February since 1989, and

Whereas, the Upshur County Tobacco Prevention Coalition encourages encourage local residents to be through with chew and to help youth understand and avoid the dangers of chew.

Therefore, the Upshur County Commission, does hereby declare February 16<sup>th</sup> the first day of Through with Chew Week in Upshur County. Signed this day, February 6, 2020.

Signature \_\_\_\_\_  
Terry Cutright, President, Upshur County Commissioner

Signature: \_\_\_\_\_  
Samuel Nolte, Upshur County Commissioner

Signature: \_\_\_\_\_  
Kristie Tenney, Upshur County Commissioner



## EMERGENCY ABSENTEE VOTING POLICY

WHEREAS, WV Code §3-3-5c authorizes County Commissions in West Virginia to adopt a policy extending emergency absentee voting procedures in their County; and

WHEREAS, it is the opinion of this Commission that the adoption of such a policy would benefit the citizens of Upshur County;

THE FOLLOWING POLICY IS HEREBY ADOPTED BY THIS COMMISSION

A person qualified to vote an absent voter's ballot, as defined by West Virginia Code §3-3-1, who is admitted on or after the seventh day next preceding an election, to:

(1) A hospital or other duly licensed health care facility within a County adjacent to Upshur County or within thirty-five miles of the County Seat of Upshur County, for medical treatment; or

(2) A nursing home within the County;

And who remains confined and is unable to vote in person on election day, may vote an emergency voter's ballot under the procedures set forth in West Virginia Code §3-3-5c.

Dated this 6<sup>th</sup> day of February, 2020

Upshur County Commission

\_\_\_\_\_  
President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

February 6, 2020

In compliance with WV Code § 3-1-29, the Upshur County Commission approved the following election boards for the following precincts for the Primary Election to be held on May 12, 2020.

- #4 – Arlington Community Building– 3 Commissioners; 2 Clerks, 2 Alternates
- #6 – Rock Cave Grade School – 4 Commissioners; 4 Clerks, 2 Alternates
- #7 – Selbyville Fire Department – 3 Commissioners; 2 Clerks, 2 Alternates
- #8 – Buckhannon Academy School - 4 Commissioners; 4 Clerks, 2 Alternates
- #9 – Courthouse Annex - 4 Commissioners; 4 Clerks, 2 Alternates
- #12 – Vo Tech School - 3 Commissioners; 2 Clerks, 2 Alternates
- #14 – Buckhannon Academy School - 4 Commissioners; 4 Clerks, 2 Alternates
- #16 – Brushy Fork Community Building - 4 Commissioners; 4 Clerks, 2 Alternates
- #18 – Vo Tech School - 4 Commissioners; 4 Clerks, 2 Alternates
- #19 – BU Middle School - 3 Commissioners; 2 Clerks, 2 Alternates
- #20 – BU Middle School - 4 Commissioners; 4 Clerks, 2 Alternates
- #25 – French Creek School - 3 Commissioners; 2 Clerks, 2 Alternates
- #27 – French Creek School - 4 Commissioners; 4 Clerks, 2 Alternates
- #33 – Excelsior Community Building - 4 Commissioners; 4 Clerks, 2 Alternates
- #35 – Union District School - 3 Commissioners; 2 Clerks, 2 Alternates
- #37 – Union District School - 4 Commissioners; 4 Clerks, 2 Alternates
- #38 – Hodgesville School - 3 Commissioners; 2 Clerks, 2 Alternates
- #39 – Hodgesville School - 4 Commissioners; 4 Clerks, 2 Alternates
- #40 – BU Middle School - 3 Commissioners; 2 Clerks, 2 Alternates
- #44 – BU Middle School - 4 Commissioners; 4 Clerks, 2 Alternates
- #47 – Washington District School - 4 Commissioners; 4 Clerks, 2 Alternates

\_\_\_\_\_  
President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

February 6, 2020

In compliance with WV Code § 3-3-5c(b), the Upshur County Commission approved to appoint one team of Emergency Absentee Ballot Commissioners for the Primary Election to be held on May 12, 2020.

These commissioners shall comprise of one Republican and one Democrat. This team will deliver emergency absentee ballots, and must be available to do so from May 5, 2020 through May 12, 2020 at noon.

\_\_\_\_\_  
President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



11

IN THE COUNTY COMMISSION OF  
UPSHUR COUNTY, WEST VIRGINIA

ORDER SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case Number: 061319-02

The County Commission of Upshur County, West Virginia ("Upshur County Commission") hereby finds and declares as follows:

1. The Upshur County Safe Structures and Sites Ordinance ("Safe Structures Ordinance") provides a mechanism for the Upshur County Commission, in connection with the Enforcement Agency, to take certain action with respect to qualifying property within the Upshur County corporate limits;

2. Such action includes but is not limited to requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, exclusive of buildings utilized for farm purposes on land actually being used for farming;

3. A hearing was held on Thursday, January 30, 2020 in accordance with Section 4.2 of the Safe Structures Ordinance as property owner(s) and/or the person(s) responsible for the property at issue timely requested such a hearing;

4. After a full and complete hearing, having heard testimony from the Assistant County Administrator, Tabatha R. Perry, the property owner Diane Riffle, and occupant of the property Rodney McCoy, and reviewing relevant evidence, the Upshur County Commission, by majority vote, hereby finds that the property at issue:

(a) Has other conditions prevailing therein whether used for human habitation or not, and whether the result of natural or manmade force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

**WHEREFORE**, it is hereby **ORDERED** that the property owner(s) or person(s) responsible for the property take the following action with respect to the property at issue:

1. Removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.
2. The Commission moved to provide the property owner with sixty (60) calendar days to have all debris, trash and junk vehicles removed from the property. The sixty (60) calendar days expire on Monday, March 30, 2020.

- (12)
3. The Commission requests for Enforcement Officer Gregory B. Harris to schedule a date and time with the property occupant, Rodney McCoy, to discuss specifically what needs to be done to bring the property into compliance.
  4. The Commission further requests for Enforcement Officer Gregory B. Harris to visit the property at the conclusion of the sixty (60) days and provide photographs and a report to the Commission regarding the conditions of the property.
  5. The Commission will discuss the status of the property during a regularly scheduled Commission Meeting to be held on April 2, 2020 at 9:05 a.m. in Room 301 of the Upshur County Courthouse Annex, 38 West Main Street, Buckhannon, WV 26201.
  6. Photographs of the property taken on December 17, 2019 will be entered as "Exhibits".

It is further **ORDERED** that the Clerk of the Upshur County Commission shall mail attested copies of this order to the following property owner(s) or person(s) responsible for the property.

Diane L. Riffle  
1012 Rock Cave Road  
Rock Cave, WV 26234

Angela and Rodney McCoy  
14 Davidson Drive  
Rock Cave, WV 26234

**NOTE:** Failure to abide by this Order may subject the property owner to imposition penalties in accordance with the Upshur County Commission Safe Structures Ordinance.

The motion in favor of the foregoing Order was made by Commissioner Kristie G. Tenney seconded by Commissioner Samuel R. Nolte and unanimously adopted.

**WHEREUPON**, Terry B. Cutright, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this 30<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Terry B. Cutright, President

\_\_\_\_\_  
Kristie G. Tenney, Commissioner

\_\_\_\_\_  
Samuel R. Nolte, Commissioner

ATTEST:

\_\_\_\_\_  
Carol J. Smith, County Clerk

# Upshur County Commission

Employee Health Reimbursement

Plan Document

Group Number: 781

Originally Effective April 1, 2011

Restated Effective December 1, 2019



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## GENERAL PLAN INFORMATION

**NAME OF PLAN:** Upshur County Commission  
Employee Health Reimbursement Plan

**NAME AND ADDRESS OF PLAN ADMINISTRATOR/PLAN SPONSOR:** Upshur County Commission  
91 38 West Main Street, Suite 101  
Buckhannon, West Virginia 26201

**AGENT SERVICE OF LEGAL PROCESS:** County Administrator  
Upshur County Commission  
91 38 West Main Street, Suite 101  
Buckhannon, West Virginia 26201

**PLAN SPONSOR TAX ID NUMBER:** 55-6000406

**PLAN NUMBER:** 501

**CONTRACT ADMINISTRATOR:** EBSO, Inc.  
2145 Ford Parkway, Suite 300  
St. Paul, MN 55116  
(651) 695-2500 or (800) 486-7663  
Fax: 651-695-1646

**PLAN EFFECTIVE DATE:** April 1, 2011

**PLAN YEAR:** July 1 through June 30.

**ELIGIBILITY TO PARTICIPATE:** 40 Hours of Active Employment per week.

**EFFECTIVE DATE:** 1<sup>ST</sup> of the month coincident with or following 45 days of Active Employment.

**TERMINATION OF PARTICIPATION:** The last day of the month.

**CLAIM GRACE PERIOD:** August 31st

**HRA MAXIMUM ANNUAL CONTRIBUTION:** \$4,655 per Plan Year for Single Coverage  
\$9,310 per Plan Year for Family Coverage

**HRA CARRY FORWARD:** No Carry Forward



Upshur County Commission  
Health Reimbursement Plan  
Effective April 1, 2011  
Revised and Restated Effective December 1, 2019

**ARTICLE I. INTRODUCTION**

**1.1 Establishment of Plan**

Upshur County Commission (the "Employer") hereby establishes the Upshur County Commission Health Reimbursement Plan arrangement (HRA) Plan (the "Plan") effective on April 1, 2011. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II. This Plan is designed to permit an Eligible Employee to obtain reimbursement of Medical Care Expenses on a nontaxable basis from the HRA Account.

**1.2 Legal Status**

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code § 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from participating Employees' gross income under Code § 105(b).

**ARTICLE II. DEFINITIONS**

**2.1 Definitions**

"**Administrator**" means Upshur County Commission. The contact person is the County Administrator for Upshur County Commission, who has the full authority to act on behalf of the Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Administrator, as described in Section 13.1.

"**Benefits**" means the reimbursement benefits for Medical Care Expenses described under Article VII.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Committee**" means the Benefits Committee appointed by the Upshur County Commission

"**Compensation**" means the wages or salary paid to an Employee by the Employer.

"**Covered Person**" means any eligible Employee, eligible Dependent, eligible Retired Employee, eligible Retired Employee's eligible spouse and eligible Retired Employee's eligible Dependent children whose coverage became effective and has not terminated.

**"Dependent"** means any individual who is a tax dependent of the Participant as defined in Code § 105(b), with the following exception: Any child to whom Code § 152 (e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents. Notwithstanding the foregoing, the HRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

**"Effective Date"** of this Plan has the meaning described in Section 1.1.

**"Electronic Protected Health Information"** has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

**"Eligible Employee"** means an Employee eligible to participate in this Plan, as provided in Section 3.1. For the purposes of this Plan, "Employee" includes a Retiree of this Employer. In addition, "Employee" includes the following Elected Officials: Assessor; County Clerk; Circuit Clerk; Commissioner; Prosecuting Attorney; and Sheriff.

**"Employee"** means an individual that the employer classifies as a Full-time common-law employee or one of the following elected officials; Assessor; County Clerk; Circuit Clerk; Commissioner; Sheriff; or, Prosecuting Attorney, and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation, including those deemed to be a more-than-2% shareholder by virtue of the Code § 318 ownership attribution rules. The term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for benefits in accordance with Section 3.2.

**"Employer"** means Upshur County Commission and any Related Employer that adopts this Plan with the approval of Upshur County Commission Related Employers, if any, that have adopted this Plan are listed in Appendix A to this Plan. However, for purposes of Article XIV and Section 15.3, "Employer" means only Upshur County Commission

**"Employment Commencement Date"** means the first regularly-scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.



**"Enrollment Form"** means the form provided by the Administrator for the purpose of allowing an eligible Employee to participate in this Plan.

**"FMLA"** means the Family and Medical Leave Act of 1993, as amended.

**"Health FSA"** means a health flexible spending arrangement as defined in Prop. Treas. Reg. § 1.125-2, Q/A- 7(a).

**"Health Insurance Plan"** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies.

**"Highly Compensated Individual"** means an individual defined under Code § 105(h), as amended, as a "highly compensated individual" or "highly compensated employee."

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**"HRA"** means a health reimbursement arrangement as defined in IRS Notice 2002-45.

**"HRA Account"** means the HRA Account described in Section 7.4.

**"Medical Care Expenses"** has the meaning defined in Section 7.2.

**"Open Enrollment Period"** with respect to a Plan Year means the calendar month preceding the first day of the Plan Year, or such other period as may be prescribed by the Administrator.

**"Participant"** means a person who is an Eligible Employee; or eligible Elected Official; or an eligible Retiree who is participating in this Plan in accordance with the provisions of Article III.

**"Period of Coverage"** means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in Section 3.2. A different Period of Coverage (e.g., monthly) may be established by the Administrator and communicated to Participants.

**"Plan"** means the Upshur County Commission Health Employee Health Reimbursement Plan (HRA) as set forth herein and as amended from time to time.

**"Plan Year"** means the plan year (i.e. the 12-month period commencing April 1 and ending on March 31), except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

**"Privacy Official"** shall have the meaning described in 45 CFR § 164.530(a).

**"Protected Health Information"** shall have the meaning described in 45 CFR §160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"**Related Employer**" means any employer affiliated with Upshur County Commission that, under Code § 414(b), (c), or (m), is treated as a single employer with for purposes of Code § 105.

"**Spouse**" means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

"**SPD**" means the separate summary plan description describing the terms of this Plan.

"**Suspension Election Form**" means the form provided by the Administrator for the purpose of allowing a Participant to suspend his or her HRA Account for a Plan Year.

"**USERRA**" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

### **ARTICLE III. ELIGIBILITY AND PARTICIPATION**

#### **3.1 Eligibility to Participate**

An individual may participate in this Plan if the individual is (a) an Employee who regularly works 40 hours or more per week; or (b) an Elected Official as defined under "Employee" in Definitions Section 2.1; or (c) is an eligible Retiree.

Once an individual meets the Plan's eligibility requirements and submits an Enrollment Form to the Plan sponsor, coverage under the Plan as a Participant will commence on the first day of the month coincident with or following 45 days of Active Employment with the Employer.

#### **3.2 Termination of Participation**

An Employee's coverage under this Plan shall terminate, except as provided in the Plan's Coverage Continuation Rights under COBRA, upon the earlier of:

- The date the Plan terminates;
- The date of Employee's entry into the Armed Forces of any country, except for temporary active duty of thirty-one (31) days or less;
- At midnight on the last day of the month during which the covered Employee leaves or is dismissed from the employment of the Employer or is retired\* or pensioned or ceases to be engaged in Active Employment in the conduct of and on the premises of the Employer's business; unless the Employee is on an Employer approved medical leave, which may extend for a period of up to 3 months as determined by the Employer; or the Employee is on an Employer approved leave as may be provided for by the federal Family and Medical Leave Act of 1993; or the Employee is

\* *An Employee who retires and is an eligible Retiree as defined in this Plan may continue coverage under this Plan. Please see definition of Retiree or contact the Upshur County Commission Administrator for additional information about Retiree coverage.*



- The date beginning the period for which the Employee has failed to make any required contribution for coverage;
- The date the Plan Administrator determines in its sole and absolute discretion that the Employee has failed to comply with the terms of the Plan under "Rights of Plan for Reimbursement and/or Subrogation".

### **Dependent Coverage Termination**

A Dependent's coverage under this Plan shall terminate, except as provided in the Plan's Coverage Continuation Rights under COBRA, upon the earlier of:

- The date the Plan is terminated or is modified to terminate Dependent coverage;
- The date the Employee's coverage terminates;
- At midnight on the last day of the month during which the Dependent ceases to be an eligible Dependent by Plan definition;
- The date the Plan Administrator determines in its sole and absolute discretion that the covered Dependent has failed to comply with the terms of the Plan under "Rights of Plan for Reimbursement and/or Subrogation";
- The date beginning the period for which the Employee has failed to make any required contribution for Dependent coverage;
- The date of the Dependent's entry into the Armed Forces of any country, except for temporary active duty of thirty-one (31) days or less;
- The date the Dependent becomes eligible for coverage under this Plan as an Employee.

### **Retiree Coverage Termination**

Retiree coverage under this Plan shall terminate upon the earliest of any of the following events. With respect to:

#### **Retired Employee**

- Attainment of age 65
- Termination of the Plan
- Termination of participation in the Plan by the Retiree
- The Retiree is eligible for Medicare
- The required contribution for coverage is not made

#### **Retiree's Spouse**

- Attainment of age 65
- Termination of the Plan
- The retiree's spouse is eligible for Medicare
- The required contribution for coverage is not made

Retiree's Dependent children

- Termination of the Plan
- The required contribution for coverage is not made
- The Dependent child ceases to meet the Plan's definition of a Dependent

Retiree coverage is offered in lieu of COBRA coverage. However, if the length of time on retiree coverage is less than the maximum continuation which you are eligible for under COBRA, you will be entitled to continue coverage for the difference in time with a COBRA election.

### **Extended Coverage Options**

Refer to Coverage Continuation Rights under COBRA.

### **3.3 Participation Following Termination of Employment or Loss of Eligibility**

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff or voluntary resignation, and then is rehired within 30 days or less of the date of termination of employment, the Employee will be reinstated with the same HRA Account balance that such individual had before termination. If an Employee (whether or not a Participant) terminates employment and is not rehired within 30 days or ceases to be an Eligible Employee for any other reason, including (but not limited to) a reduction in hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

### **3.4 FMLA and USERRA Leaves of Absence**

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA or USERRA, then to the extent required by the FMLA or USERRA, as applicable, the Employer will continue to maintain the Participant's Benefits on the same terms and conditions as if the Participant were still an active Employee (as further described in the SPD).

### **3.5 Non-FMLA and Non-USERRA Leaves of Absence**

If a Participant goes on a leave of absence that is not subject to the FMLA or USERRA, the Participant will be treated as having terminated participation, as described above under Section 3.2.

## **ARTICLE IV. METHOD AND TIMING OF ENROLLMENT**

### **4.1 Enrollment When First Eligible**

Active Employee - An Employee who first becomes eligible to participate in this Plan will commence participation on the first day of the month after the eligibility requirements have been satisfied, provided that an Enrollment Form is submitted to the Administrator before the first day in which participation will commence.

Eligible Retiree - An employee who retires on or after January 1, 2011 and meets the Plan's definition of Retiree is eligible for coverage under this Plan as a Retiree.



Once enrolled, the employee's participation will continue from month-to-month and year-to-year until the employee's participation ceases pursuant to Section 3.2. The Enrollment Form shall identify the Spouse and Dependents whose medical expenses may be submitted to the HRA. The Participant must promptly notify the Administrator if this information changes.

#### **4.2 Election to Suspend HRA Account**

A Participant may elect to suspend his or her HRA Account for any future Plan Year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan Year. The Participant's suspension election will remain in effect for the entire Plan Year to which it applies, and the Participant may not modify or revoke the election during that Plan Year. The Participant will not receive reimbursements for any Medical Care Expenses incurred during the Plan Year to which the suspension election applies except for dental or vision expenses. If a Participant suspends his or her HRA Account for a Plan Year, the Employer will continue contributing to the HRA Account. Medical Care Expenses incurred before the beginning of the suspended Plan Year will be reimbursed during the suspended Plan Year, subject to the reimbursement procedures contained in Section 7.6, so long as no suspension election was in effect for the Plan Year in which such expenses were incurred.

### **ARTICLE V. BENEFITS OFFERED AND METHOD OF FUNDING**

#### **5.1 Benefits Offered**

When an Eligible Employee becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Medical Care Expenses, as described in Article VII. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical Care Expenses.

#### **5.2 Employer and Participant Contributions**

- a) *Employer Contributions.* The Employer funds the full amount of the HRA Accounts.
- b) *Participant Contributions.* There are no Participant contributions for Benefits under the Plan.
- c) *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions be treated as Employer contributions to the Plan.

#### **5.3 Funding This Plan**

All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

### **ARTICLE VI. RESERVED**

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## ARTICLE VII. HEALTH REIMBURSEMENT BENEFITS

### **7.1 Benefits**

The Plan will reimburse Participants for Medical Care Expenses up to the unused amount in the Participant's HRA Account, as set forth and adjusted under Section 7.3.

- a) *Employee Coverage.* After the Employee pays the first \$500 of the Deductible, the HRA Plan will pay 70% of the Deductible processed under the Medical Plan up to a maximum HRA benefit of \$4,655 per Period of Coverage. The Employee is responsible for paying 30% of the balance of such Deductible.
- b) *Family Coverage.* After the Employee pays the first \$1,000 (\$500 per person limit) of the Deductible, the HRA Plan will pay 70% of the Deductible up to a maximum HRA benefit of \$9,310 per Period of Coverage not to exceed the individual HRA benefit of \$4,655 for any one family member. The Employee is responsible for paying 30% of the balance of such Deductible not to exceed the individual limit for any one family member.

### **7.2 Eligible Medical Care Expenses**

Under the HRA Account, a Participant may receive reimbursement for Medical Care Expenses incurred during a Period of Coverage.

- a) *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Medical Care Expenses incurred before a Participant first becomes covered by the Plan are not eligible.
- b) *Medical Care Expenses Generally.* "Medical Care Expenses" means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code § 213 (including, for example, amounts for certain hospital bills, doctor and dental bills and prescription drugs), but shall not include expenses that are described in subsection (c). Reimbursements due for Medical Care Expenses incurred by the Participant or the Participant's Spouse or Dependents shall be charged against the Participant's HRA account.
- c) *Medical Care Expenses Exclusions.* "Medical Care Expenses" shall not include (1) Expenses listed as Exclusions under the Employers Health Plan, which this HRA is attached to; and (2) health insurance premiums for individual policies or for any other group health plan (including a plan sponsored by the Employer); and (3) the expenses listed as exclusions under Appendix B to this Plan. Notwithstanding the foregoing, an HRA Account may reimburse COBRA premiums that a Participant pays on an after-tax basis under any other group health plan sponsored by the Employer
- d) *Cannot Be Reimbursed or Reimbursable from Another Source.* Medical Care Expenses can only be reimbursed to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Insurance Plan, other insurance, or any other accident or health plan (but see Section 7.9 if the other health plan is a Health FSA). If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Health Insurance Plan imposes co-payment or deductible limitations), the HRA Account can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VII.

### **7.3 Maximum Benefits**

- a) *Maximum Benefits.* The maximum dollar amount that may be credited to an HRA Account for an Employee who participates for an entire 12-month Period of Coverage is \$4,655 if single coverage was elected and \$9,310 if family coverage was elected (not to exceed the individual HRA benefit of \$4,655 for any one family member). Unused amounts will not be carried over to the next Period of Coverage.



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- b) *Changes.* For subsequent Plan Years, the maximum dollar limit may be changed by the Administrator and shall be communicated to Employees through the Enrollment Form, the SPD or another document.
- c) *Nondiscrimination.* Reimbursements to Highly Compensated Individuals may be limited or treated as taxable compensation to comply with Code § 105(h), as may be determined by the Administrator in its sole discretion.
- d) *Plan Year Benefits.* If an individual or family participates in the plan for a portion of the Plan Year, the maximum dollar amount available for that portion of the Plan Year will be the Maximum Benefit of \$4,830 if single coverage is elected and \$9,660 if family coverage is elected (not to exceed the individual HRA benefit of \$4,830 for any one family member).

#### **7.4 Establishment of Account**

The Administrator will establish and maintain an HRA Account with respect to each Participant but will not create a separate fund or otherwise segregate assets for this purpose. The HRA Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and available reimbursement amounts.

- a) *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each Plan Year, or such shorter period as may apply to any individual or family becoming covered mid Plan Year, with an amount equal to the applicable maximum dollar limit for the Period of Coverage
- b) *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.
- c) *Available Amount.* The amount available for reimbursement of Medical Care Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b).

#### **7.5 Carryover of Accounts/Claim Stop Date**

Amounts remaining in an account at the end of the claim grace period will not be carried forward to the next Plan Year.

Upon termination of employment or other loss of eligibility, the Participant's coverage ceases, and expenses incurred after such time will not be reimbursed unless COBRA is elected as provided in Section 7.7. In addition, any HRA benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall remain the property of the Employer.



## **7.6 Reimbursement Procedure**

- a) *Timing.* Within 30 days after receipt by the Administrator of a reimbursement claim for coverage under the Employer's Medical Plan from a Participant, the Employer will reimburse the Provider for the Participant's Medical Care Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied (see Section 13.1 regarding procedures for claim denials and appeals procedures). This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

*Claims Substantiation.* A Provider will automatically be reimbursed under this HRA Plan when eligible medical expenses have been applied to the Deductible or Coinsurance under the Employer's group Medical Plan. Reimbursement will be made up to the amount available for HRA reimbursement, adjusted for prior HRA claims paid for services incurred during a Plan Year.

- b) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article XIII.

## **7.7 Reimbursements After Termination; COBRA**

When a Participant ceases to be a Participant under Section 3.2, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after his or her participation terminates. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to termination of participation, provided that the Participant (or the Participant's estate) files a claim prior to March 31<sup>st</sup> following the close of the Plan Year in which the Medical Care Expense arose.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, the Participant and his or her Spouse and Dependents (Qualified Beneficiaries), whose coverage terminates under the HRA Account because of a COBRA qualifying event, shall be given the opportunity to continue (on a self-pay basis) the same coverage that he or she had under the HRA Account the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA). However, in the event that such coverage is modified for all similarly-situated non-COBRA Participants prior to the date continuation coverage is elected, Qualified Beneficiaries shall be eligible to continue the same coverage that is provided to similarly-situated non-COBRA Participants.

At the beginning of each month in the Plan Year, Qualified Beneficiaries shall be credited with the monthly reimbursement accrual (i.e., the maximum annual reimbursement amount, divided by the number of months in that Plan Year) that is made available to similarly-situated non-COBRA beneficiaries. A premium for continuation coverage shall be charged to Qualified Beneficiaries in such amounts and shall be payable at such times as are established by the Plan Administrator and permitted by COBRA.



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#### **7.8 Named Fiduciary; Compliance with COBRA, HIPAA, etc.**

- a) *Named Fiduciary.* Upshur County Commission is the named fiduciary for the Plan.
- b) *Laws Applicable to Group Health Plans.* Benefits shall be provided in compliance with **COBRA, HIPAA, FMLA, USERRA**, and other group health plan laws to the extent required by such laws.

#### **7.9 Coordination of Benefits**

Benefits under this Plan are intended to pay benefits solely for Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise eligible Medical Care Expense is payable or reimbursable from another source, that other source shall pay or reimburse prior to payment or reimbursement from this Plan.

### **ARTICLE VIII. HIPAA PRIVACY AND SECURITY**

#### **8.1 Employer's Certification of Compliance**

The Plan shall not disclose Protected Health Information to the Employer unless the Employer certifies that the Plan document incorporates the provisions of 45 CFR § 164.504(f)(2)(ii) and the Employer agrees to conditions of disclosure set forth in this Article VIII.

#### **8.2 Permitted Disclosure of Enrollment/Disenrollment Information**

The Plan may disclose to the Employer information on whether an individual is a Participant in the Plan.

#### **8.3 Permitted Uses and Disclosures of Summary Health Information**

The Plan may disclose Summary Health Information to the Employer, provided that the employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan. "Summary Health Information" means information (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and (b) from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

#### **8.4 Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes**

Unless otherwise permitted by law, the Plan may disclose a Covered Individual's Protected Health Information to the Employer, provided that the Employer will use or disclose such Protected Health Information only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing (including appeals), auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions. Any disclosure to and use by Employer of a Covered Individual's Protected Health Information will be subject to and consistent with the provisions of this Article VIII (including, but not limited to, the restrictions on the Employer's use and disclosure described in Section 8.5) and the specifications and requirements of the administrative simplification provisions of HIPAA and its implementing regulations at 45 CFR Parts 160-64.



### **8.5 Restrictions on Employer's Use and Disclosure of Protected Health Information**

- a) Employer will neither use nor further disclose a Covered Individual's Protected Health Information, except as permitted or required by the Plan document, or as required by law.
- b) Employer will ensure that any agent, including any subcontractor, to which it provides a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan, agrees to the restrictions, conditions, and security measures of the Plan document that apply to Employer with respect to the Protected Health Information or Electronic Protected Health Information, respectively.
- c) Employer will not use or disclose a Covered Individual's Protected Health Information for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of Employer.
- d) Employer will report to the Plan any use or disclosure of a Covered Individual's Protected Health Information that is inconsistent with the uses and disclosures allowed under the Plan document of which the Employer becomes aware.
- e) Employer will make Protected Health Information available to the Plan or to the Covered Individual who is the subject of the information in accordance with 45 CFR § 164.524.
- f) Employer will make a Covered Individual's Protected Health Information available for amendment, and will on notice amend a Covered Individual's Protected Health Information, in accordance with 45 CFR § 164.526.
- g) Employer will track disclosures it may make of a Covered Individual's Protected Health Information that are accountable under 45 CFR § 164.528 so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- h) Employer will make its internal practices, books, and records relating to its use and disclosure of a Covered Individual's Protected Health Information received from the plan available to the Plan and to the U.S. Department of Health and Human Services to determine compliance with the HIPAA Privacy Rule at 45 CFR Part 164, Subpart E.
- i) Employer will, if feasible, return or destroy all Protected Health Information of a Covered Individual, in whatever form or medium, received from the Plan, including all copies thereof and all data, compilations, or other works derived therefrom that allow identification of any Covered Individual who is the subject of the Protected Health Information, when the Covered Individual's Protected Health Information is no longer needed for the plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all such Protected Health Information, Employer will limit the use or disclosure of any Covered Individual's Protected Health Information that cannot feasibly be returned or destroyed to those purposes that make the return or destruction of the information infeasible.
- j) Employer will ensure that the adequate separation between Plan and Employer (i.e., the "firewall"), required in 45 CFR § 504(f)(2)(iii), is satisfied.

### **8.6 Adequate Separation Between Employer and the Plan**

- a) Only the following employees or classes of employees or other workforce members under the control of Employer may be given access to a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan or a business associate servicing the Plan:
  - Privacy Official;
  - County Administrator;
  - Employee in the Employer's Payroll Department;
  - Employees in the Employer's Office of Prosecuting Attorney; and
  - Any other class of employees designated in writing by the Privacy Official.
- b) The employees, classes of employees, or other workforce members identified in Section 8.6(a) will have access to a Covered Individual's Protected Health Information or Electronic Protected Health Information only to perform the plan administration functions that Employer provides for the Plan, as specified in Section 8.4.
- c) The employees, classes of employees, or other workforce members identified in Section 8.6(a) will be subject to disciplinary action and sanctions pursuant to the Employer's employee discipline and termination procedures, for any use or disclosure of a Covered Individual's Protected Health Information or Electronic Protected Health Information in breach or violation of or noncompliance with the provisions of this Article VIII.

### **8.7 Security Measures for Electronic Protected Health Information**

The Employer will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of a Covered Individual's Electronic Protected Health Information that the Employer creates, receives, maintains, or transmits on the Plan's behalf.

### **8.8 Notification of Security Incident**

The Employer will report to the Plan any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in the Employer's information systems, of which the Employer becomes aware.

## **ARTICLE IX-XII. [RESERVED]**

## **ARTICLE XIII. APPEALS PROCEDURE**

### **13.1 Procedure if Benefits are Denied Under This Plan**

If a claim for reimbursement under this Plan is wholly or partially denied, claims shall be administered in accordance with the claims procedure set forth in the SPD. The Committee acts on behalf of the Administrator with respect to appeals.

## **ARTICLE XIV. RECORDKEEPING AND ADMINISTRATION**

### **14.1 Administrator**

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.



#### **14.2 Powers of the Administrator**

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to enroll in and submit claims pursuant to this Plan;
- c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Administrator determines to be appropriate;
- d) to request and receive from all Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- f) to receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Administrator determines from time to time to be necessary and proper;
- g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

#### **14.3 Reliance on Participant, Tables, etc.**

The Administrator may rely upon the information submitted by a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Administrator.

#### **14.4 Provision for Third-Party Plan Service Providers**

The Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.



**14.5 Fiduciary Liability**

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

**14.6 Compensation of Plan Administrator**

Unless otherwise determined by the Employer and permitted by law, any Administrator who is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

**14.7 Bonding**

The Administrator shall be bonded to the extent required by law.

**14.8 Insurance Contracts**

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

**14.9 Inability to Locate Payee ,**

If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

**14.10 Effect of Mistake**

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

## ARTICLE XV. GENERAL PROVISIONS

### **15.1 Expenses**

All reasonable expenses incurred in administering the Plan are currently paid by the Employer.

### **15.2 No Contract of Employment**

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

### **15.3 Amendment and Termination**

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Upshur County Commission or by any person or persons authorized to take such action, and any such amendment or termination will automatically apply to Related Employers that are participating in this Plan.

### **15.4 Governing Law**

This Plan shall be construed, administered and enforced according to the laws of the State of West Virginia to the extent not superseded by the Code, or any other federal law.

### **15.5 Code and Compliance**

It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code and the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

### **15.6 No Guarantee of Tax Consequences**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

### **15.7 Indemnification of Employer**

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.



**15.8 Non-Assignability of Rights**

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

**15.9 Headings**

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

**15.10 Plan Provisions Controlling**

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

**15.11 Severability**

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Upshur County Commission Employee Health Reimbursement Plan, Upshur County Commission has caused this Plan to be executed in its name and on its behalf, on \_\_\_\_\_, 2019.

**Upshur County Commission**

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

Witness  
Signature: \_\_\_\_\_

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**Appendix A - Related Employers That Have Adopted This Plan  
With the Approval of *Upshur County Commission***

**None**



## Appendix B: Exclusions-Medical Expenses That Are Not Reimbursable

The *Upshur County Commission* HRA Plan document contains the general rules governing what expenses are reimbursable. This Appendix B, as referenced in the Plan document, specifies certain expenses that are not reimbursable, even if they meet the definition of "medical care" under Code § 213 and may otherwise be reimbursable under IRS guidance pertaining to HRAs.

### Exclusions:

The following expenses are not reimbursable, even if they meet the definition of "medical care" under Code § 213 and may otherwise be reimbursable under IRS guidance pertaining to HRAs.

- Office and Prescription Drug Co-pays
- Over-the-counter drugs and pregnancy testing kits
- Health insurance premiums for any other plan . (including a plan sponsored by the Employer). (Notwithstanding the foregoing, the HRA Account may reimburse COBRA premiums that a Participant pays on an after-tax basis under any other group health plan sponsored by the Employer.
- Long-term care services.
- Cosmetic surgery or other similar procedures unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. "Cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even though recommended by a qualified physician due to an Employee's or Dependent's inability to perform physical housework).
- Massage therapy
- Home or automobile improvements
- Custodial care.
- Costs for sending a problem child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Health club or fitness program dues, even if the program is necessary to alleviate a specific medical condition such as obesity.
- Social activities, such as dance lessons (even though recommended by a physician for general health improvement).
- Bottled water.
- Maternity clothes.
- Diaper service or diapers.
- Cosmetics, toiletries, toothpaste, etc.
- Vitamins and food supplements, even if prescribed by a physician.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.

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- Transportation expenses of any sort, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code § 213



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**Animal Control Officer**  
**Upshur County Sheriff's Department**

The Upshur County Sheriff is accepting applications for a full time Animal Control Officer position. The rate of pay will be \$13.26 per hour and the position will include the county benefit package available to full-time employees. Individual will be responsible to perform the required duties and functions of the Animal Control Officer, after successful completion of training will investigate animal humane welfare cases, complete training to become a Certificate Animal Euthanasia Technician and perform those functions and other duties as assigned by the Sheriff of Upshur County.

Individuals may obtain an application from the Office of the Upshur County Sheriff located in the Upshur County Courthouse Annex (Room 101) during the normal business hours of 8:00 a.m. until 4:00 p.m., Monday through Friday. Completed applications must be returned to the Office of the Upshur County Sheriff on or before the close of business on Tuesday, February 18, 2020.

David H. Coffman, Sheriff  
38 West Main Street, Room 101  
Buckhannon, WV 26201

Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, gender identity, sexual orientation, disability, age or handicap. Upshur County has established a drug free and tobacco free work environment.

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03:54 PM JAN 31 2020 EXEC SEC DIV

**KAY  
CASTO  
& CHANEY**  
Attorneys at Law <sup>PLLC</sup>

1500 Chase Tower • 707 Virginia Street East • Charleston, WV 25301

Mailing Address: P.O. Box 2031 • Charleston, WV 25327

Telephone (304) 345-8900 • Fax (304) 345-8909

[www.kaycasto.com](http://www.kaycasto.com)

E-Mail: [rrodecker@kaycasto.com](mailto:rrodecker@kaycasto.com)

Direct: 304/391-8838

January 31, 2020

Ms. Connie Graley  
Executive Secretary  
Public Service Commission  
201 Brooks Street  
Charleston, West Virginia 25301

RE: CASE NO. 20-0025-PSD-PC  
UPSHUR COUNTY COMMISSION,  
Upshur County, West Virginia  
Expansion of service territory of Tennerton Public Service District.

Dear Ms. Graley:

Enclosed herein please find the original and twelve (12) copies of the Upshur County Commission's Response to the City of Buckhannon's Petition To Intervene filed in the above-referenced proceeding on January 24, 2020.

As evidenced by the Certificate of Service attached hereto, a copy of this filing has today been served upon all counsel of record.


Sincerely,



Robert R. Rodecker  
WV Bar No. 3145

enclosure  
cc: counsel of record

CHARLESTON • MORGANTOWN • MARTINSBURG

 MERITAS LAW FIRMS WORLDWIDE



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03:54 PM JAN 31 2020 EXEC SEC DIV

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

CASE NO. 20-2025-PSD-PC

CASE NO. 20-0025-PSD-PC  
UPSHUR COUNTY COMMISSION,  
Upshur County, West Virginia  
Expansion of service territory of Tennerton Public Service District.

**UPSHUR COUNTY COMMISSION'S RESPONSE TO  
CITY OF BUCKHANNON'S PETITION TO INTERVENE**

Now comes the Upshur County Commission ("County Commission") pursuant to Rule 12.6.3 of the Commission Rules of Practice and Procedure, 150 C.S.R. 1, ("*Procedural Rules*") in response to the Petition to Intervene ("Petition") filed by the City of Buckhannon ("City") and states as follows:

1. The County Commission admits the allegations contained in paragraphs 1, 2, 3, and 4 of the Petition.
2. The County Commission is without information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraphs 5, 6, 7, 8, 9, or 10 of the Petition, but denies the relevance of the allegations set forth therein as to the matter of the expansion of the boundaries of the Tennerton Public Service District ("Tennerton")
3. The County Commission denies the allegations set forth in paragraph 11 of the Petition and denies that the expansion of Tennerton's boundaries has any bearing on the "South Side Project".

4. The County Commission is without information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12 of the Petition but denies the relevance of a Management Audit as to the matter of the expansion of boundaries of Tennerton.

5. The County Commission denies the allegations contained in paragraphs 13 and 14 of the Petition.

Nothing contained in the City's Petition gives rise to a basis for denying the expansion of Tennerton's boundaries. There is nothing in West Virginia Code §16-13A-2 which prevents a County Commission from expanding the boundaries of an existing public service district to permit that district to provide utility service anywhere within the county, including within a municipal corporation unless another district is already providing service within the expanded boundaries, and, in order to provide service within a municipal corporation, the municipal corporation must adopt a resolution to permit such expansion.<sup>1</sup>

---

<sup>1</sup> West Virginia Code §16-13A-2(a) states in pertinent part as follows:

Any territory may be included regardless of whether or not the territory includes one or more cities, incorporated towns or other municipal corporations which own and operate any public service properties and regardless of whether or not it includes one or more cities, incorporated towns or other municipal corporations being served by privately owned public service properties: Provided, however, That the same territory shall not be included within the boundaries of more than one public service district except where the territory or part thereof is included within the boundaries of a separate public service district organized to supply water, sewerage services, stormwater services or gas facilities not being furnished within such territory or part thereof: Provided further, That no city, incorporated town or other municipal corporation shall be included within the boundaries of the proposed district except upon the adoption of a resolution of the governing body of the city, incorporated town or other municipal corporation consenting.

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There is no allegation contained in the Petition to suggest that the expansion of Tennerton's boundaries will extend into the municipal limits of Buckhannon. However, by its Petition, the City seeks to prevent Tennerton from providing service where the City now asserts that it is interested in serving. The County Commission took this action because it is aware of prior promises of the City to extend service into the area of the expansion, only to find that extensions were contingent upon annexation or were too costly to the potential customers.

Expanding the boundaries of Tennerton will permit Tennerton to provide service in the areas where it currently does not have authority to do so, if the situation should arise where members of the public are unable to obtain service from the City or another utility in a position to provide service, and, this Commission approves a certificate of convenience and necessity to provide such service. Approval of the expansion of the boundaries will make it possible for Tennerton to provide service in the event the Public Service Commission approves a project that may come before it in the future. Further, expanding Tennerton's boundaries will not prevent the City from serving within that area.

In the case of *Berkeley County Public Service Sewer District v. West Virginia Public Service District. Et al.* 204 W.Va. 279, 512 S.E.2d 201 (1998), our Supreme Court of Appeals clearly set forth the limited scope of this Commission's authority under *West Virginia Code §16-13A-2* as follows:

In these proceedings, the Water District and the Sewer District stake their claims of service rights on the fact that the tract in dispute has been within their respective boundaries, as designated by the County Commission, since before the land was annexed by the City of Martinsburg. They suggest that the service rights of a public service district are coextensive with its territorial boundaries, resulting in an exclusive "service territory." The districts contend that the only way in which a public service district's



boundaries may be altered, and its corresponding service area reduced, is by an order of the County Commission entered pursuant to *W.Va.Code* § 16-13A-2 (1986) (amended 1995).

The fatal flaw in the districts' argument is that ***W.Va.Code* § 16-13A-2 has nothing to do with service rights** and, therefore, is completely inapposite to the issue presented.

\* \* \*

The 1986 version of *W.Va.Code* § 16-13A-2 describes in detail how a public service district is to be created and its boundaries established, and modified if necessary, but the statute does not address how those boundaries affect the district's service rights. Further, this statute grants no monopoly nor absolute right to a public service district with respect to the provision of utility services within its territory. 204 *W.Va.* 279, 285-86, 512 S.E.2d 201, 206-207 (Emphasis added)

The City's allegations concerning Tennerton's financial condition and its management may be relevant in a future certificate proceeding, but they are not relevant to the expansion of boundaries under *West Virginia Code* §16-13A-2. Financial conditions and management change. Waiting to see if the City carries out its intentions before acting would serve no purpose other than delay and cause expense to the County Commission to repeat the same process it has undertaken to reach this point where it is making it possible for a public service district to provide service in an area in the event circumstances would lead to the Public Service Commission's approval.

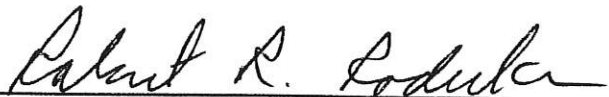
Contrary to the City's representations otherwise, the City is not being adversely affected in any way by this proceeding. If the City ultimately provides service in the expanded area, it will not have been disadvantaged by the expansion of the District's boundaries. If the City does not provide service as it has proposed, Tennerton will have the opportunity, which it does not now have, to provide service upon the Public Service

Commission's approval. In either event, the City, as the only provider of wastewater treatment in the County, will reap the benefit of additional revenues to support its operations.

WHEREFORE, based upon the foregoing, the Petition To Intervene filed by the City of Buckhannon should be denied.

UPSHUR COUNTY COMMISSION

By Counsel



Robert R. Rodecker (WV State Bar No. 3145)  
John R. McGhee, Jr. (WV State Bar No. 5205)  
Kay Casto & Chaney PLLC  
Post Office Box 2031  
Charleston, West Virginia 25327-2031  
[rrodecker@kaycasto.com](mailto:rrodecker@kaycasto.com)  
[jmcghee@kaycasto.com](mailto:jmcghee@kaycasto.com)  
Telephone: 304-345-8900

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### **CERTIFICATE OF SERVICE**

I, Robert R. Rodecker, counsel for the Upshur County Commission, do hereby certify that a copy of the foregoing document has been served upon the following counsel of record in the manner so indicated on this 31st day of January, 2020:

#### **VIA HAND DELIVERY:**

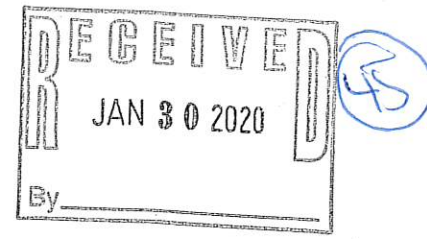
John Auville, Esquire  
Legal Division  
Public Service Commission  
of West Virginia  
201 Brooks Street  
Charleston, West Virginia 25301

#### **VIA FIRST CLASS U.S. MAIL, POSTAGE PREPAID:**

Thomas J. O'Neil, City Attorney  
City of Buckhannon  
70 East Main Street  
Buckhannon, WV 26201

  
ROBERT R. RODECKER





Office of the State Auditor  
Local Government Services  
153 West Main Street, Suite C  
Clarksburg, West Virginia 26301

State of West Virginia  
**John B. McCuskey**  
State Auditor

Toll Free: (877) 982-9148  
Telephone: (304) 627-2415  
Fax: (304) 627-2417  
[www.wvsao.gov](http://www.wvsao.gov)

January 28, 2020

TO: ALL COUNTY COMMISSIONS AND COUNTY CLERKS  
STATE OF WEST VIRGINIA

RE: LEVY ESTIMATE (BUDGET) 2020-2021

In accordance with W. Va. Code § 11-8-10, as amended, each county commission is required to submit an estimate of revenues and expenditures to the State Auditor for approval. We have posted on our web-site the official Levy Estimate-Budget Document prescribed by our office. The web-site location is: [www.wvsao.gov](http://www.wvsao.gov).

We have continued to refine and improve our procedures, which will further automate the budget process. If this format is completed correctly, it will perform several checks and alert you of some potential errors or omissions. The instructions in the budget will give you more details concerning the format. We have also posted on our web-site step-by-step instructions for completing and filling out the forms. These procedures will also be covered in our "County Budget Workshops."

If the entity uses the electronic format, the budget may be submitted to our office for approval via email. **The budget must be submitted by the county clerk or his/her designated employee and so stated in the email.** Submitting the budget via email will facilitate the approval process and allow us to respond to you more quickly. **There is a certification statement and recap sheet included in the budget that must be completed, signed, and forwarded to our Clarksburg office by the county clerk.**

Submitting the budget via email is only an option. **The entity may continue to submit a hard copy of the approved budget to the Clarksburg office.** However, we recommend that this file be completed and submitted to the WWSAO electronically via e-mail. **Please do not submit both electronically and by mail.**

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If incorrect and/or outdated forms are submitted to our office, your levy estimate-budget may be returned for correction and will not be considered received until the correct forms are submitted.

We have enclosed a "Sequence of Events" that will assist you in understanding and meeting the timeframes involved in the budget process.

The Property Valuation Training and Procedures Commission met on January 23, 2020, for the purpose of reviewing and subsequently approving the FY 2020-2021 assessor's valuation fund budget for each of the 55 counties. Enclosed in this mailing are the percentages approved for funding the assessor's valuation fund.

A manual titled "County Government Guideline to the Budget Process" has been prepared to assist counties in preparing their budgets. We have made them available to county officials that have attended our budget workshops. It is also available and can be downloaded from our website, [www.wvsao.gov](http://www.wvsao.gov).

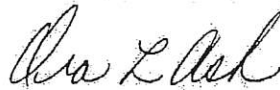
To access budget information, select the following links:

Local Government  
County Forms and Document

Please feel free to contact this office at any time if we may be of further assistance. The telephone numbers and extensions are:

Telephone Numbers		Extension	
Clarksburg Local	304-627-2415	Ora Ash	5114
Toll Free:	877-982-9148	Shellie Humphrey	5119
Charleston Switchboard	304-558-2261	Tiffany Hess	5118

Sincerely,



Ora L. Ash, Deputy State Auditor  
Local Government Services Division

Enclosures: Budget Sequence of Events  
Assessor Valuation Percentages

**WEST VIRGINIA  
COUNTY LEVY ESTIMATE  
OFFICIAL BUDGET SEQUENCE OF EVENTS**



**Prescribed and furnished by  
West Virginia State Auditor's Office**

West Virginia State Auditor's Office  
Local Government Services  
200 West Main Street, Clarksburg, West Virginia 26301  
Phone: 304-627-2415 / Toll Free 1-877-982-9148



## Sequence of Events

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A THOROUGH STUDY OF THE FORMS AND CAREFUL PREPARATION OF THE BUDGET DOCUMENT WILL SAVE TIME, LABOR, AND INCONVENIENCE TO ALL CONCERNED. YOUR ATTENTION TO THE FOLLOWING SUGGESTIONS WILL PROVE HELPFUL.

### BUDGET MEETINGS:

Between March 7 and March 28 of each year, the County Commission must meet to construct the budget for the next fiscal year. During this period, every elected official, governmental agency, and organization seeking financial support, must appear before the County Commission to list the projected requirements for the coming year.

### SUBMITTING BUDGET:

If the entity uses the electronic format, the budget may be submitted to our office for approval via email. **The budget must be submitted by the county clerk or his/her designated employee and so stated in the email.** Submitting the budget via email will facilitate the approval process and allow us to respond to you more quickly. **There is a certification statement and recap sheet included in the budget that still must be completed, signed, and forwarded to our Clarksburg office by the county clerk.**

Submitting the budget via email is only an option. **The entity may still continue to submit a hard copy of the approved budget to the Clarksburg office.** However, we recommend that this file be completed and submitted to the WVSAO electronically via e-mail. **Please do not submit both electronically and by mail.**

If you choose to file electronically, please use the following e-mail address:

[lgs@wvsao.gov](mailto:lgs@wvsao.gov)

Any budget documents being mailed to us must be mailed to the Clarksburg office at:

West Virginia State Auditor's Office  
Local Government Services  
200 West Main Street,  
Clarksburg, WV 26301

The Levy Estimate-Budget must be submitted to our **Clarksburg office** between **March 7** and **March 28**. The meeting at which the governing body adopts the budget will stand adjourned until the third Tuesday in April (April 21)

#### PUBLICATION OF BUDGET DOCUMENT:

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After County Commission adopts the Budget, the entity must begin publication. The Budget Document must be published once a week for two consecutive weeks in TWO (2) newspapers of general circulation and of opposite politics published in the area. If the area has only one such newspaper, publish in only that newspaper for two weeks. Immediately after the commission adopts the Budget, each elected official should receive a copy of their detailed request for appropriation outlining the amount the county commission has approved for the operation of their respective office.

#### AUDIT AND REVIEW BY THE STATE AUDITOR:

The State Auditor's Office will audit and review the Budget Document. Prior to the third Tuesday in April, the Auditor's Office will notify the entity by letter of the results of this audit and review. **If the auditor's office requires any changes, these changes must be made immediately and the auditor's office notified of the changes.**

#### LAYING THE LEVY:

Each entity **MUST MEET** on the **THIRD TUESDAY IN APRIL**, to officially lay the levy. This entails the hearing of objections and the adoption of the levy rates to be used during the next fiscal year. An original certified copy of the Levy Order and Rate Sheet must be completed, signed, and forwarded to the State Auditor's Local Government Services Division within three (3) days after the third Tuesday in April.

Summary Assessor's Valuation Fund Budget  
for  
FYE 2020-2021

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County	Percentage
Barbour	2.00%
Berkeley	2.00%
Boone	2.00%
Braxton	2.00%
Brooke	1.75%
Cabell	1.80%
Calhoun	2.00%
Clay	2.00%
Doddridge	1.00%
Fayette	2.00%
Gilmer	2.00%
Grant	1.85%
Greenbrier	2.00%
Hampshire	2.00%
Hancock	1.50%
Hardy	1.80%
Harrison	2.00%
Jackson	2.00%
Jefferson	1.80%
Kanawha	2.00%
Lewis	2.00%
Lincoln	2.00%
Logan	2.00%
Marion	1.55%
Marshall	1.00%
Mason	2.00%
McDowell	2.00%
Mercer	2.00%

County	Percentage
Mineral	2.00%
Mingo	2.00%
Monongalia	2.00%
Monroe	2.00%
Morgan	2.00%
Nicholas	1.50%
Ohio	2.00%
Pendleton	2.00%
Pleasants	1.70%
Pocahontas	2.00%
Preston	2.00%
Putnam	2.00%
Raleigh	1.85%
Randolph	2.00%
Ritchie	2.00%
Roane	2.00%
Summers	1.50%
Taylor	2.00%
Tucker	1.50%
Tyler	2.00%
Upshur	2.00%
Wayne	2.00%
Webster	2.00%
Wetzel	1.50%
Wirt	2.00%
Wood	2.00%
Wyoming	2.00%





51  
**The Culture Center**  
1900 Kanawha Blvd., E.  
Charleston, WV 25305-0300

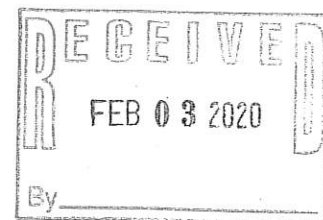
**Randall Reid-Smith, Commissioner**

Phone 304.558.0220 • [www.wvculture.org](http://www.wvculture.org)  
Fax 304.558.2779 • TDD 304.558.3562

EEO/AA Employer

February 1, 2020

The Honorable Samuel Nolte, President  
Upshur County Commission  
38 West Main Street, Room 302  
Buckhannon, West Virginia 26201



Dear President Nolte:

The Records Management and Preservation Board recently reviewed your county records grant application and approved a grant award of \$13,000 to the Upshur County Commission to be used as follows:

**Circuit Clerk: 10,000**, to digitize chancery and civil order books (1852-1992). It is the responsibility of the county and office holder to verify the digital images are exact duplicates of the original records and to provide copies of all images in JPEG or TIFF format to the State Archives. The images provided will not be retained beyond the life of the storage device.

**Assessor: \$3,000**, for personnel costs to scan and index personal property assessments, property review, and transfer documents using the county's records management system.

On behalf of the Board, we ask that you respond within fifteen days from the date of this letter with your intent to pursue your records project. Please direct your written reply to me by postal mail or e-mail ([joe.n.geiger@wv.gov](mailto:joe.n.geiger@wv.gov)). **This is only an unofficial offer of funding and no activities relating to the grant should be undertaken based on this letter.** The county must provide cash matching funds of at least ten percent for all grant expenditures. This grant would be for the fiscal year July 1, 2020-June 30, 2021.

The Records Management and Preservation Board's grant program functions in accordance with Legislative Rule Title 100 Series 1 (100CSR1) and the grant information and application issued September 2019. If you do not think the Board considered and acted fairly on your grant submission, an appeals process is outlined in 100CSR1, 5.8, which is available on-line at <http://www.wvculture.org/history/rmpb/rmpb100-1.html>. If you have any questions regarding the grant appeal process, or if we can provide any technical assistance to address your immediate records management needs, please contact us by telephone at (304) 558-0230, e-mail, or at the postal address provided below.

Sincerely,

Joseph N. Geiger Jr., Director  
West Virginia Archives and History

cc: Carrie Wallace, County Administrator  
Brian Gaudet, Circuit Clerk  
Dustin Zickefoose, Assessor



**HOUSE OF DELEGATES  
WEST VIRGINIA LEGISLATURE**

BUILDING 1, ROOM 211-E  
1900 KANAWHA BLVD., EAST  
CHARLESTON, WV 25305-0470  
PHONE (304) 340-3167  
EMAIL: CARL.MARTIN@WVHOUSE.GOV

CARL R. MARTIN



Committees:  
Vice Chair, Government  
Organization  
Senior, Children and  
Family Issues  
Small Business,  
Entrepreneurship and  
Economic Development

January 24, 2020

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

Dear Terry,

I am writing to request that you declare our county a second amendment sanctuary. Just as Cabell County has done, and others are also talking about changing.

If I can be of further assistance, please do not hesitate to call.

Sincerely,

C. Robbie Martin  
Delegate 45<sup>th</sup> District

CRM/dm



January 29, 2020

JC Raffety  
Commission President  
38 W Main St  
Buckhannon WV 26201

Re: Changes to Video Rates for Commercial Customers Only

Dear Commission President JC Raffety:

Altice USA, Inc. ("Altice USA" or "the Company") hereby notifies your office of the upcoming pricing alignment for certain video rates impacting existing and new commercial customers only. This activity is being done to harmonize commercial customer rates across the Suddenlink footprint and reflects the rising cost of programming – including sports and broadcast channels. The changes outlined in this notice will not impact residential customers.

Included in this notice, for reference, is the list of commercial rates for impacted video products and services which will go into effect on February 28, 2020.

Customers are being notified at least 30 days in advance of the total increase to their bill through bill messages.

Should you have any questions, please do not hesitate to contact me at 347-527-3424.

Sincerely,

Brad Ayers  
Senior Director, Government Affairs



# March 2020 Pricing & Packages

Product	Standard Pricing
Broadcast Surcharge (ReTrans Fee)	\$16.72
Broadcast Basic (Business)	\$45.95
Video Expanded (Business)	\$52.95
Basic and Expanded (Business)	\$98.90
Broadcast Basic (Bars & Restaurants)	\$45.99
Expanded Basic (Bars & Restaurants)	\$39.00
Full Basic (Bars & Restaurants)	\$84.99
HD-DTA	\$5.00
HD Receiver	\$11.00
HD/DVR Receiver	\$17.00
Bars & Restaurants Digital Tier/NO Sports	\$10.00

We promise to continue delivering you the best and most innovative products and services.  
Thank you for choosing Suddenlink.

**UPSHUR COUNTY BUILDING PERMITS**  
**JANUARY 1, 2020 - JANUARY 15, 2020**

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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
1/3/2020	8004	NEW	LEIGH, EVERETT AND ELIZABETH	98 BARBOUR ST, BUCKHANNON, WV 26201	\$279,000.00	\$15.00		CHECK	32' X 66' MODULAR HOME ON HALF BASEMENT	MIDDLETOWN HOMES SALES INC, 53 MIDDLETOWN RD, FAIRMONT, WV 26554	
1/6/2020	8005	81861	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$6,000.00	\$15.00		CHECK	11' X 28' BUILDING WITH 8' X 28' PORCH WITH ROOF; 8' X 10' OUT BUILDING	SELF	
1/6/2020	8006	81862	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$2,500.00	\$15.00		CHECK	16' X 32' CAMPING TRAILER ROOF	SELF	
VOID	8007										
1/6/2020	8008	N/A	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$2,300.00	\$15.00		CHECK	12' X 12' GENERATOR ROOM AND KITCHEN ROOF	SELF	
1/6/2020	8009	81865	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$3,000.00	\$15.00		CHECK	15' X 34' ROOF OVER CAMPER; 26' X 26' PAVILION WITH ROOF	SELF	
1/6/2020	8010	81866	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$3,500.00	\$15.00		CHECK	12' X 16' CABIN WITH 8' X 12' PORCH	SELF	
1/6/2020	8011	81867	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$2,000.00	\$15.00		CHECK	15' X 32' ROOF OVER CAMPER	SELF	
1/6/2020	8012	81868	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$3,850.00	\$15.00		CHECK	17' X 16' CABIN; 8' X 12' CAMPER USED FOR STORAGE	SELF	
1/6/2020	8013	81869	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$6,500.00	\$15.00		CHECK	17' X 32' CABIN	SELF	
1/6/2020	8014	81871	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$3,000.00	\$15.00		CHECK	ROOF OVER CAMPER	SELF	
1/6/2020	8015	81873	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$3,400.00	\$15.00		CHECK	10' X 20' BUILDING	SELF	
1/6/2020	8016	81872	CRADDOCK, LARRY D	PO BOX 681, LUMBERPORT, WV 26386	\$8,500.00	\$15.00		CHECK	16' X 20' CABIN WITH 4' X 20' FRONT PORCH AND 4' X 20' BACK PORCH; 6' X 12' WOODSHED; 10' X 16' OUT BUILDING; SHIPPING CONTAINER USED FOR STORAGE.	SELF	
1/7/2020	8017	80030	HUNTER, TIMOTHY GRANT II	134 TOMEY TRL, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CHECK	GARAGE CONSTRUCTION	SELF	
1/7/2020	8018	7447	MCFARLIN, DARREN	4230 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CASH	WHEELCHAIR RAMP; GUTTERS	SELF	
1/7/2020	8019	11538	HOWARD, ROGER AND JEAN	1657 IVANHOE RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CHECK	METAL BUILDING	MONCO CONSTSTRUCTORS, PO BOX 190, BUCKHANNON, WV 26201	
1/10/2020	8020	10756	JOHNSON, MICA HYRE	525 GOUGERVILLE RD, ROCK CAVE, WV 26234	\$160,000.00	\$15.00		CC	NEW MANUFACTURED HOME WITH BLOCK FOUNDATION	CLAYTON HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
1/10/2020	8021	6909	CASCO (BRAD REHMAN)	12 SUNNEN DR SUITE 100, ST LOUIS, MO 63143	\$133,860.00	\$15.00		CHECK	TENANT FIT-UP OF THE EXISTING FAMILY DOLLAR	ADVANCE CONSTRUCTION SERVICES INC, 2201 BABCOCK BLVD, PITTSBURGH, PA 15237	
1/13/2020	8022	81642	CHATFIELD, KATHLEEN M	243 GOLDEN POND LN, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CASH	6' X 10' FRONT PORCH AND 16' X 20' SCREENED PORCH	SELF	
1/14/2020	8023	2699	REID, JOSEPHINE WARINO	1399 KESLING RIDGE RD, BUCKHANNON, WV 26201	\$90,000.00	\$15.00		CHECK	28' X 68' NEW DOUBLE WIDE	CLAYTON HOMES INC, PO BOX 4098, MARYVILLE, TN 37802	
1/14/2020	8024	NEW	DAVIS, GLENN	5618 GLADY FORK RD, BUCKHANNON, WV 26201	\$585,000.00	\$15.00		OL	3,700 SQ FT NEW HOUSE WITH ATTACHED GARAGE	CAIN CONTRACTORS LLC, 1552 LIMESTONE RUN RD, WESTON, WV 26452	

1/15/2020	8025	80885	GIBSON, ALVIN / MIRAL	535 BEVERAGE KNOB RD, CRAWFORD, WV 26343	\$3,000.00	\$15.00		CC	CONVERT EXISTING BASEMENT GARAGE INTO COMMERCIAL KITCHEN. NEW VINYL TILE; INSTALL TRIPLE VEGETABLE, MOP AND HAND SINKS; ELECTRIC UPGRADES FOR APPLIANCE NEEDS	SELF	56
1/15/2020	8026	7892	WEAVER, STEPHEN	9 MORGAN ADDITION RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CHECK	WEE HOUSE	SELF	
1/15/2020	8027	10908	JEFFRIES, DAVID AND ABIGAIL	132 HOLLY GROVE RD, FRENCH CREEK, WV 26218	\$18,500.00	\$15.00		CHECK	30' X 16' ADDITION TO HOME; ENCLOSE EXISTING 8' X 12' PORCH; ADD 4' X 8' COVERED ENTRY	SELF	
					<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>				
					<b>\$1,354,910.00</b>	<b>\$345.00</b>	<b>\$0.00</b>				

**UPSHUR COUNTY BUILDING PERMITS**  
**JANUARY 16, 2020 - JANUARY 31, 2020**

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	
1/16/2020	8028	NEW	FOWLER, ANTHONY	59 RETRIEVER LN, BIG SPRINGS, WV 26137	\$10,000.00	\$15.00		OL	12' X 24' CABIN	SELF	
1/23/2020	8029	5219	JENKINS FORD	8 BILLINGSLEY DR, BUCKHANNON, WV 26201	\$293,000.00	\$15.00		CC	INTERIOR RENOVATION	HIGH POINT CONSTRUCTION, 643 RT 20 SOUTH RD, BUCKHANNON, WV 26201	FLOODPLAIN; LOMA
1/23/2020	8030	NEW	HAYMOND, JUSTIN	132 WILLIAMS AVE, KINGWOOD, WV 26537	\$12,000.00	\$15.00		CHECK	16' X 24' CABIN / SHED	SELF	
1/28/2020	8031	MULTIPLE	HOPE GAS, INC/DBA DOMINION ENERGY	320 SPRINGDALE DR, SUITE 320, AKRON, OH 44333	\$543,255.17	\$15.00	\$543.25	CHECK	REPLACEMENT OF NATURAL GAS PIPELINE	D&M CONTRACTING, 1868 LIONS CLUB RD, NEW ALEXANDRIA, PA 15670	FLOODPLAIN
1/29/2020	8032	6545	LAMB, RONALD D	74 S TENNEY DR, BUCKHANNON, WV 26201	\$40,000.00	\$15.00		OL	16' X 28' ADDITION TO HOUSE	SPOTLOE CONSTRUCTION LLC, 152 MAHER RD, TALLMANSVILLE, WV 26237	
1/29/2020	8033	12794	HYRE, DIRK	398 ROHR AVE, BUCKHANNON, WV 26201	\$3,500.00	\$15.00		CASH	10' X 16' BUILDING; 12' X 18' ROOM INSIDE OF GARAGE	SELF	
1/30/2020	8034	NEW	MATHES, MICHAEL / LORA	15505 RT 20 SOUTH RD, ROCK CAVE, WV 26234	\$113,270.00	\$15.00		OL	28' X 62' MANUFACTURED HOME	CLAYTON HOMES DBA FREEDOM HOMES, PO BOX 398, BUCKHANNON, WV 26201	
1/31/2020	8035	11304	CURTIS, TAMMY	122 SOLITUDE LN, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		OL	14' X 70' SINGE WIDE TRAILER	SELF	
1/31/2020	8036	10816	ARNOLD, KELLY W	21 REAL LEAF DR, ROCK CAVE, WV 26234	\$5,000.00	\$15.00		CASH	NEW ROOF	SELF	
					<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>				
					<b>\$1,040,025.17</b>	<b>\$135.00</b>	<b>\$543.25</b>				
					<b>GRAND PROJECT TOTAL</b>	<b>GRAND BP TOTAL</b>	<b>GRAND FP TOTAL</b>				
					<b>\$2,394,935.17</b>	<b>\$480.00</b>	<b>\$543.25</b>				



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Logout



## NACo Live Healthy Prescription Discount Program



U.S. Counties

Go Back

PRESCRIPTION, DENTAL AND HEALTH  
DISCOUNT PROGRAMS FOR RESIDENTS

### UPSHUR COUNTY, WV

		% OF PLAN TOTAL	% OF RETAIL PRICED	% OF RETAIL PRICED	AVERAGE MEMBER COST	AVERAGE RETAIL COST	AVERAGE RETAIL SUBMITTED PRICE	AVERAGE RETAIL SUBMITTED PRICE	AVERAGE PRICE SAVINGS	% OF PRICE SAVINGS	% OF PRICE SAVINGS	TOTAL UTILIZERS
<b>2019</b>												
DECEMBER	1	1100.00%	0	0.00%	\$ 209.18	\$ 209.18	\$ 226.32	\$ 226.32	\$ 17.14	\$ 17.14	7.57%	1
OCTOBER	2	1 50.00%	0	50.00%	\$ 167.78	\$ 83.89	\$ 187.93	\$ 93.97	\$ 20.15	\$ 10.08	10.72%	1
OCTOBER	2	1 50.00%	1	50.00%	\$ 167.78	\$ 83.89	\$ 187.93	\$ 93.97	\$ 20.15	\$ 10.08	10.72%	1
OCTOBER	2	1 50.00%	0	50.00%	\$ 167.78	\$ 83.89	\$ 187.93	\$ 93.97	\$ 20.15	\$ 10.08	10.72%	1
SEPTEMBER	3	2 66.67%	0	33.33%	\$ 257.85	\$ 85.95	\$ 294.41	\$ 98.14	\$ 36.56	\$ 12.19	12.42%	2
SEPTEMBER	3	2 66.67%	1	33.33%	\$ 257.85	\$ 85.95	\$ 294.41	\$ 98.14	\$ 36.56	\$ 12.19	12.42%	2
SEPTEMBER	3	2 66.67%	0	33.33%	\$ 257.85	\$ 85.95	\$ 294.41	\$ 98.14	\$ 36.56	\$ 12.19	12.42%	2
AUGUST	2	2100.00%	0	0.00%	\$ 32.20	\$ 16.10	\$ 34.26	\$ 17.13	\$ 2.06	\$ 1.03	6.01%	1
AUGUST	2	2100.00%	0	0.00%	\$ 32.20	\$ 16.10	\$ 34.26	\$ 17.13	\$ 2.06	\$ 1.03	6.01%	1
AUGUST	2	2100.00%	0	0.00%	\$ 32.20	\$ 16.10	\$ 34.26	\$ 17.13	\$ 2.06	\$ 1.03	6.01%	1
JULY	5	2 40.00%	0	60.00%	\$ 252.25	\$ 50.45	\$ 291.68	\$ 58.34	\$ 39.43	\$ 7.89	13.52%	1
JULY	5	2 40.00%	0	60.00%	\$ 252.25	\$ 50.45	\$ 291.68	\$ 58.34	\$ 39.43	\$ 7.89	13.52%	1
JULY	5	2 40.00%	3	60.00%	\$ 252.25	\$ 50.45	\$ 291.68	\$ 58.34	\$ 39.43	\$ 7.89	13.52%	1
JUNE	4	2 50.00%	0	50.00%	\$ 126.41	\$ 31.60	\$ 229.46	\$ 57.37	\$ 103.05	\$ 25.76	44.91%	3
JUNE	4	2 50.00%	2	50.00%	\$ 126.41	\$ 31.60	\$ 229.46	\$ 57.37	\$ 103.05	\$ 25.76	44.91%	3
JUNE	4	2 50.00%	0	50.00%	\$ 126.41	\$ 31.60	\$ 229.46	\$ 57.37	\$ 103.05	\$ 25.76	44.91%	3
MAY	1	0 0.00%	0	100.00%	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 0.00	\$ 0.00	0.00%	1
MAY	1	0 0.00%	1	100.00%	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 0.00	\$ 0.00	0.00%	1
MAY	1	0 0.00%	0	100.00%	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 0.00	\$ 0.00	0.00%	1
APRIL	3	2 66.67%	0	33.33%	\$ 289.54	\$ 96.51	\$ 364.06	\$ 121.35	\$ 74.52	\$ 24.84	20.47%	1
APRIL	3	2 66.67%	1	33.33%	\$ 289.54	\$ 96.51	\$ 364.06	\$ 121.35	\$ 74.52	\$ 24.84	20.47%	1
APRIL	3	2 66.67%	0	33.33%	\$ 289.54	\$ 96.51	\$ 364.06	\$ 121.35	\$ 74.52	\$ 24.84	20.47%	1
MARCH	3	2 66.67%	0	33.33%	\$ 123.91	\$ 41.30	\$ 219.72	\$ 73.24	\$ 95.81	\$ 31.94	43.61%	3
MARCH	3	2 66.67%	1	33.33%	\$ 123.91	\$ 41.30	\$ 219.72	\$ 73.24	\$ 95.81	\$ 31.94	43.61%	3
MARCH	3	2 66.67%	0	33.33%	\$ 123.91	\$ 41.30	\$ 219.72	\$ 73.24	\$ 95.81	\$ 31.94	43.61%	3
FEBRUARY	1	1100.00%	0	0.00%	\$ 44.91	\$ 44.91	\$ 99.49	\$ 99.49	\$ 54.58	\$ 54.58	54.86%	1
FEBRUARY	1	1100.00%	0	0.00%	\$ 44.91	\$ 44.91	\$ 99.49	\$ 99.49	\$ 54.58	\$ 54.58	54.86%	1
FEBRUARY	1	1100.00%	0	0.00%	\$ 44.91	\$ 44.91	\$ 99.49	\$ 99.49	\$ 54.58	\$ 54.58	54.86%	1
JANUARY	7	3 42.86%	0	57.14%	\$ 517.67	\$ 73.95	\$ 591.88	\$ 84.55	\$ 74.21	\$ 10.60	12.54%	3
JANUARY	7	3 42.86%	4	57.14%	\$ 517.67	\$ 73.95	\$ 591.88	\$ 84.55	\$ 74.21	\$ 10.60	12.54%	3
JANUARY	7	3 42.86%	0	57.14%	\$ 517.67	\$ 73.95	\$ 591.88	\$ 84.55	\$ 74.21	\$ 10.60	12.54%	3
<b>2018</b>												
JULY	4	2 50.00%	2	50.00%	\$ 560.77	\$ 140.19	\$ 676.22	\$ 169.06	\$ 115.45	\$ 28.86	17.07%	4
JUNE	3	1 33.33%	2	66.67%	\$ 248.68	\$ 82.89	\$ 269.17	\$ 89.72	\$ 20.49	\$ 6.83	7.61%	2
MAY	5	0 0.00%	5	100.00%	\$ 81.46	\$ 16.29	\$ 81.46	\$ 16.29	\$ 0.00	\$ 0.00	0.00%	3
APRIL	3	1 33.33%	2	66.67%	\$ 114.59	\$ 38.20	\$ 167.99	\$ 56.00	\$ 53.40	\$ 17.80	31.79%	3
MARCH	13	5 38.46%	8	61.54%	\$ 649.73	\$ 49.98	\$ 877.76	\$ 67.52	\$ 228.03	\$ 17.54	25.98%	5
FEBRUARY	1	0 0.00%	1	100.00%	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 0.00	\$ 0.00	0.00%	1
JANUARY	3	1 33.33%	2	66.67%	\$ 114.59	\$ 38.20	\$ 198.99	\$ 66.33	\$ 84.40	\$ 28.13	42.41%	3
<b>2017</b>												
DECEMBER	4	0 0.00%	4	100.00%	\$ 158.43	\$ 39.61	\$ 158.43	\$ 39.61	\$ 0.00	\$ 0.00	0.00%	2
DECEMBER	4	0 0.00%	4	100.00%	\$ 158.43	\$ 39.61	\$ 158.43	\$ 39.61	\$ 0.00	\$ 0.00	0.00%	2
NOVEMBER	10	1 10.00%	9	90.00%	\$ 158.99	\$ 15.90	\$ 227.55	\$ 22.76	\$ 68.56	\$ 6.86	30.13%	4
NOVEMBER	10	1 10.00%	9	90.00%	\$ 158.99	\$ 15.90	\$ 227.55	\$ 22.76	\$ 68.56	\$ 6.86	30.13%	4
OCTOBER	13	4 30.77%	9	69.23%	\$ 594.30	\$ 45.72	\$ 760.69	\$ 58.51	\$ 166.39	\$ 12.80	21.87%	4
OCTOBER	13	4 30.77%	9	69.23%	\$ 594.30	\$ 45.72	\$ 760.69	\$ 58.51	\$ 166.39	\$ 12.80	21.87%	4
SEPTEMBER	12	3 25.00%	9	75.00%	\$ 138.80	\$ 11.57	\$ 160.32	\$ 13.36	\$ 21.52	\$ 1.79	13.42%	4
SEPTEMBER	12	3 25.00%	9	75.00%	\$ 138.80	\$ 11.57	\$ 160.32	\$ 13.36	\$ 21.52	\$ 1.79	13.42%	4
AUGUST	13	0 0.00%	13	100.00%	\$ 161.34	\$ 12.41	\$ 161.34	\$ 12.41	\$ 0.00	\$ 0.00	0.00%	4
AUGUST	13	0 0.00%	13	100.00%	\$ 161.34	\$ 12.41	\$ 161.34	\$ 12.41	\$ 0.00	\$ 0.00	0.00%	4
JULY	9	2 22.22%	7	77.78%	\$ 270.34	\$ 30.04	\$ 371.48	\$ 41.28	\$ 101.14	\$ 11.24	27.23%	3
JULY	9	2 22.22%	7	77.78%	\$ 270.34	\$ 30.04	\$ 371.48	\$ 41.28	\$ 101.14	\$ 11.24	27.23%	3
JUNE	5	2 40.00%	3	60.00%	\$ 164.17	\$ 32.83	\$ 203.66	\$ 40.73	\$ 39.49	\$ 7.90	19.39%	3
JUNE	5	2 40.00%	3	60.00%	\$ 164.17	\$ 32.83	\$ 203.66	\$ 40.73	\$ 39.49	\$ 7.90	19.39%	3
MAY	6	1 16.67%	5	83.33%	\$ 178.59	\$ 29.77	\$ 187.47	\$ 31.25	\$ 8.88	\$ 1.48	4.74%	2
MAY	6	1 16.67%	5	83.33%	\$ 178.59	\$ 29.77	\$ 187.47	\$ 31.25	\$ 8.88	\$ 1.48	4.74%	2
APRIL	7	5 71.43%	2	28.57%	\$ 760.61	\$ 108.66	\$ 997.39	\$ 142.48	\$ 236.78	\$ 33.83	23.74%	3
APRIL	7	5 71.43%	2	28.57%	\$ 760.61	\$ 108.66	\$ 997.39	\$ 142.48	\$ 236.78	\$ 33.83	23.74%	3



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MARCH	13	5	38.46%	8	61.54%	\$ 431.16	\$ 33.17	\$ 572.11	\$ 44.01	\$ 140.95	\$ 10.84	24.64%	3
MARCH	13	5	38.46%	8	61.54%	\$ 431.16	\$ 33.17	\$ 572.11	\$ 44.01	\$ 140.95	\$ 10.84	24.64%	3
FEBRUARY	8	4	50.00%	4	50.00%	\$ 745.79	\$ 93.22	\$ 958.10	\$ 119.76	\$ 212.31	\$ 26.54	22.16%	4
FEBRUARY	8	4	50.00%	4	50.00%	\$ 745.79	\$ 93.22	\$ 958.10	\$ 119.76	\$ 212.31	\$ 26.54	22.16%	4
JANUARY	5	3	60.00%	2	40.00%	\$ 258.18	\$ 51.64	\$ 431.04	\$ 86.21	\$ 172.86	\$ 34.57	40.10%	3
JANUARY	5	3	60.00%	2	40.00%	\$ 258.18	\$ 51.64	\$ 431.04	\$ 86.21	\$ 172.86	\$ 34.57	40.10%	3

**2016**

DECEMBER	7	5	71.43%	2	28.57%	\$ 261.71	\$ 37.39	\$ 497.25	\$ 71.04	\$ 235.54	\$ 33.65	47.37%	2
DECEMBER	7	5	71.43%	2	28.57%	\$ 261.71	\$ 37.39	\$ 497.25	\$ 71.04	\$ 235.54	\$ 33.65	47.37%	2
NOVEMBER	9	1	11.11%	8	88.89%	\$ 331.43	\$ 36.83	\$ 424.14	\$ 47.13	\$ 92.71	\$ 10.30	21.86%	5
NOVEMBER	9	1	11.11%	8	88.89%	\$ 331.43	\$ 36.83	\$ 424.14	\$ 47.13	\$ 92.71	\$ 10.30	21.86%	5
OCTOBER	13	5	38.46%	8	61.54%	\$ 470.89	\$ 36.22	\$ 703.59	\$ 54.12	\$ 232.70	\$ 17.90	33.07%	5
OCTOBER	13	5	38.46%	8	61.54%	\$ 470.89	\$ 36.22	\$ 703.59	\$ 54.12	\$ 232.70	\$ 17.90	33.07%	5
SEPTEMBER	11	2	18.18%	9	81.82%	\$ 190.36	\$ 17.31	\$ 207.64	\$ 18.88	\$ 17.28	\$ 1.57	8.32%	3
SEPTEMBER	11	2	18.18%	9	81.82%	\$ 190.36	\$ 17.31	\$ 207.64	\$ 18.88	\$ 17.28	\$ 1.57	8.32%	3
AUGUST	9	1	11.11%	8	88.89%	\$ 279.44	\$ 31.05	\$ 300.03	\$ 33.34	\$ 20.59	\$ 2.29	6.86%	4
AUGUST	9	1	11.11%	8	88.89%	\$ 279.44	\$ 31.05	\$ 300.03	\$ 33.34	\$ 20.59	\$ 2.29	6.86%	4
JULY	10	5	50.00%	5	50.00%	\$ 552.27	\$ 55.23	\$ 769.48	\$ 76.95	\$ 217.21	\$ 21.72	28.23%	4
JULY	10	5	50.00%	5	50.00%	\$ 552.27	\$ 55.23	\$ 769.48	\$ 76.95	\$ 217.21	\$ 21.72	28.23%	4
JUNE	6	2	33.33%	4	66.67%	\$ 311.25	\$ 51.88	\$ 343.62	\$ 57.27	\$ 32.37	\$ 5.40	9.42%	4
JUNE	6	2	33.33%	4	66.67%	\$ 311.25	\$ 51.88	\$ 343.62	\$ 57.27	\$ 32.37	\$ 5.40	9.42%	4
MAY	9	3	33.33%	6	66.67%	\$ 325.40	\$ 36.16	\$ 467.01	\$ 51.89	\$ 141.61	\$ 15.73	30.32%	5
MAY	9	3	33.33%	6	66.67%	\$ 325.40	\$ 36.16	\$ 467.01	\$ 51.89	\$ 141.61	\$ 15.73	30.32%	5
APRIL	4	1	25.00%	3	75.00%	\$ 141.36	\$ 35.34	\$ 241.98	\$ 60.50	\$ 100.62	\$ 25.16	41.58%	4
APRIL	4	1	25.00%	3	75.00%	\$ 141.36	\$ 35.34	\$ 241.98	\$ 60.50	\$ 100.62	\$ 25.16	41.58%	4
MARCH	15	3	20.00%	12	80.00%	\$ 472.59	\$ 31.51	\$ 543.29	\$ 36.22	\$ 70.70	\$ 4.71	13.01%	5
MARCH	15	3	20.00%	12	80.00%	\$ 472.59	\$ 31.51	\$ 543.29	\$ 36.22	\$ 70.70	\$ 4.71	13.01%	5
FEBRUARY	13	7	53.85%	6	46.15%	\$ 727.41	\$ 55.95	\$ 1,069.62	\$ 82.28	\$ 342.21	\$ 26.32	31.99%	8
FEBRUARY	13	7	53.85%	6	46.15%	\$ 727.41	\$ 55.95	\$ 1,069.62	\$ 82.28	\$ 342.21	\$ 26.32	31.99%	8
JANUARY	8	4	50.00%	4	50.00%	\$ 278.25	\$ 34.78	\$ 424.76	\$ 53.10	\$ 146.51	\$ 18.31	34.49%	5
JANUARY	8	4	50.00%	4	50.00%	\$ 278.25	\$ 34.78	\$ 424.76	\$ 53.10	\$ 146.51	\$ 18.31	34.49%	5

**2015**

DECEMBER	15	6	40.00%	9	60.00%	\$ 327.49	\$ 21.83	\$ 408.69	\$ 27.25	\$ 81.20	\$ 5.41	19.87%	7
DECEMBER	15	6	40.00%	9	60.00%	\$ 327.49	\$ 21.83	\$ 408.69	\$ 27.25	\$ 81.20	\$ 5.41	19.87%	7
NOVEMBER	10	5	50.00%	5	50.00%	\$ 497.71	\$ 49.77	\$ 664.52	\$ 66.45	\$ 166.81	\$ 16.68	25.10%	6
NOVEMBER	10	5	50.00%	5	50.00%	\$ 497.71	\$ 49.77	\$ 664.52	\$ 66.45	\$ 166.81	\$ 16.68	25.10%	6
OCTOBER	7	2	28.57%	5	71.43%	\$ 211.60	\$ 30.23	\$ 238.74	\$ 34.11	\$ 27.14	\$ 3.88	11.37%	6
OCTOBER	7	2	28.57%	5	71.43%	\$ 211.60	\$ 30.23	\$ 238.74	\$ 34.11	\$ 27.14	\$ 3.88	11.37%	6
SEPTEMBER	22	8	36.36%	14	63.64%	\$ 388.44	\$ 17.66	\$ 477.70	\$ 21.71	\$ 89.26	\$ 4.06	18.69%	8
SEPTEMBER	22	8	36.36%	14	63.64%	\$ 388.44	\$ 17.66	\$ 477.70	\$ 21.71	\$ 89.26	\$ 4.06	18.69%	8
AUGUST	11	3	27.27%	8	72.73%	\$ 199.32	\$ 18.12	\$ 237.53	\$ 21.59	\$ 38.21	\$ 3.47	16.09%	6
AUGUST	11	3	27.27%	8	72.73%	\$ 199.32	\$ 18.12	\$ 237.53	\$ 21.59	\$ 38.21	\$ 3.47	16.09%	6
JULY	13	4	30.77%	9	69.23%	\$ 237.36	\$ 18.26	\$ 290.36	\$ 22.34	\$ 53.00	\$ 4.08	18.25%	6
JULY	13	4	30.77%	9	69.23%	\$ 237.36	\$ 18.26	\$ 290.36	\$ 22.34	\$ 53.00	\$ 4.08	18.25%	6
JUNE	16	7	43.75%	9	56.25%	\$ 305.12	\$ 19.07	\$ 378.72	\$ 23.67	\$ 73.60	\$ 4.60	19.43%	8
JUNE	16	7	43.75%	9	56.25%	\$ 305.12	\$ 19.07	\$ 378.72	\$ 23.67	\$ 73.60	\$ 4.60	19.43%	8
MAY	14	7	50.00%	7	50.00%	\$ 273.32	\$ 19.52	\$ 380.42	\$ 27.17	\$ 107.10	\$ 7.65	28.15%	7
MAY	14	7	50.00%	7	50.00%	\$ 273.32	\$ 19.52	\$ 380.42	\$ 27.17	\$ 107.10	\$ 7.65	28.15%	7
APRIL	11	3	27.27%	8	72.73%	\$ 281.40	\$ 25.58	\$ 320.58	\$ 29.14	\$ 39.18	\$ 3.56	12.22%	9
APRIL	11	3	27.27%	8	72.73%	\$ 281.40	\$ 25.58	\$ 320.58	\$ 29.14	\$ 39.18	\$ 3.56	12.22%	9
MARCH	12	4	33.33%	8	66.67%	\$ 348.40	\$ 29.03	\$ 422.54	\$ 35.21	\$ 74.14	\$ 6.18	17.55%	5
MARCH	12	4	33.33%	8	66.67%	\$ 348.40	\$ 29.03	\$ 422.54	\$ 35.21	\$ 74.14	\$ 6.18	17.55%	5
FEBRUARY	20	9	45.00%	11	55.00%	\$ 679.83	\$ 33.99	\$ 933.94	\$ 46.70	\$ 254.11	\$ 12.71	27.21%	11
FEBRUARY	20	9	45.00%	11	55.00%	\$ 679.83	\$ 33.99	\$ 933.94	\$ 46.70	\$ 254.11	\$ 12.71	27.21%	11
JANUARY	15	7	46.67%	8	53.33%	\$ 581.28	\$ 38.75	\$ 705.57	\$ 47.04	\$ 124.29	\$ 8.29	17.62%	9
JANUARY	15	7	46.67%	8	53.33%	\$ 581.28	\$ 38.75	\$ 705.57	\$ 47.04	\$ 124.29	\$ 8.29	17.62%	9

**2014**

DECEMBER	14	4	28.57%	10	71.43%	\$ 677.62	\$ 48.40	\$ 875.26	\$ 62.52	\$ 197.64	\$ 14.12	22.58%	9
DECEMBER	14	4	28.57%	10	71.43%	\$ 677.62	\$ 48.40	\$ 875.26	\$ 62.52	\$ 197.64	\$ 14.12	22.58%	9
NOVEMBER	11	4	36.36%	7	63.64%	\$ 206.74	\$ 18.79	\$ 280.71	\$ 25.52	\$ 73.97	\$ 6.72	26.35%	6
NOVEMBER	11	4	36.36%	7	63.64%	\$ 206.74	\$ 18.79	\$ 280.71	\$ 25.52	\$ 73.97	\$ 6.72	26.35%	6
OCTOBER	18	7	38.89%	11	61.11%	\$ 608.76	\$ 33.82	\$ 818.46	\$ 45.47	\$ 209.70	\$ 11.65	25.62%	11
OCTOBER	18	7	38.89%	11	61.11%	\$ 608.76	\$ 33.82	\$ 818.46	\$ 45.47	\$ 209.70	\$ 11.65	25.62%	11
SEPTEMBER	8	1	12.50%	7	87.50%	\$ 197.86	\$ 24.73	\$ 229.75	\$ 28.72	\$ 31.89	\$ 3.99	13.88%	6
SEPTEMBER	8	1	12.50%	7	87.50%	\$ 197.86	\$ 24.73	\$ 229.75	\$ 28.72	\$ 31.89	\$ 3.99	13.88%	6
AUGUST	26	10	38.46%	16	61.54%	\$ 1,237.74	\$ 47.61	\$ 1,583.33	\$ 60.90	\$ 345.59	\$ 13.29	21.83%	7
AUGUST	26	10	38.46%	16	61.54%	\$ 1,237.74	\$ 47.61	\$ 1,583.33	\$ 60.90	\$ 345.59	\$ 13.29	21.83%	7
JULY	12	4	33.33%	8	66.67%	\$ 234.57	\$ 19.55	\$ 291.44	\$ 24.29	\$ 56.87	\$ 4.74	19.51%	8
JULY	12	4	33.33%	8	66.67%	\$ 234.57	\$ 19.55	\$ 291.44	\$ 24.29	\$ 56.87	\$ 4.74	19.51%	8
JUNE	19	5	26.32%	14	73.68%	\$ 623.39	\$ 32.81	\$ 803.84	\$ 42.31	\$ 180.45	\$ 9.50	22.45%	12
JUNE	19	5	26.32%	14	73.68%	\$ 623.39	\$ 32.81	\$ 803.84	\$ 42.31	\$ 180.45	\$ 9.50	22.45%	12
MAY	15	7	46.67%	8	53.33%	\$ 593.98	\$ 39.60	\$ 805.52	\$ 53.70	\$ 211.54	\$ 14.10	26.26%	8
MAY	15	7	46.67%	8	53.33%	\$ 593.98	\$ 39.60	\$ 805.52	\$ 53.70	\$ 211.54	\$ 14.10	26.26%	8
APRIL	28	8	28.57%	20	71.43%	\$ 624.28	\$ 22.30	\$ 741.97	\$ 26.50	\$ 117.69	\$ 4.20	15.86%	15
APRIL	28	8	28.57%	20	71.43%	\$ 624.28	\$ 22.30	\$ 741.97	\$ 26.50	\$ 117.69	\$ 4.20	15.86%	15
MARCH	30	7	23.33%	23	76.67%	\$ 1,049.21	\$ 34.97	\$ 1,252.95	\$ 41.77	\$ 203.74	\$ 6.79	16.26%	16
MARCH	30	7	23.33%	23	76.67%	\$ 1,049.21	\$ 34.97	\$ 1,252.95	\$ 41.77	\$ 203.74	\$ 6.79	16.26%	16
FEBRUARY	38	15	39.47%	23	60.53%	\$ 1,108.62	\$ 29.17	\$ 1,418.09	\$ 37.32	\$ 309.47	\$ 8.14	21.82%	15
FEBRUARY	38	15	39.47%	23	60.53%	\$ 1,108.62	\$ 29.17	\$ 1,418.09	\$ 37.32	\$ 309.47	\$ 8.14	21.82%	15
JANUARY	31	9	29.03%	22	70.97%	\$ 648.08	\$ 20.91	\$ 885.45	\$ 28.56	\$ 237.37	\$ 7.66	26.81%	17
JANUARY	31	9	29.03%	22	70.97%	\$ 648.08	\$ 20.91	\$ 885.45	\$ 28.56	\$ 237.37	\$ 7.66	26.81%	17



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**Upshur Cooperative Parish House  
and Crosslines, Inc.**  
**68 College Avenue, Buckhannon, WV 26201**  
**304-472-0743**

*Powered by Prayer and Volunteers*

January 2020

Happy New Year from all of us at the Upshur Parish House and Crosslines!


In 2019, we served hundreds of neighbors through a variety of programs. Whether it was packaging holiday meal baskets, filling backpacks with school supplies, or serving lunch on a Monday, Wednesday or Friday, countless volunteers have given of their time and provided needed items and funds for our projects. I simply cannot adequately express my deep appreciation for our volunteers, staff, friends and supporters. The generosity of churches, businesses, civic organizations, community groups, and individuals is truly amazing.

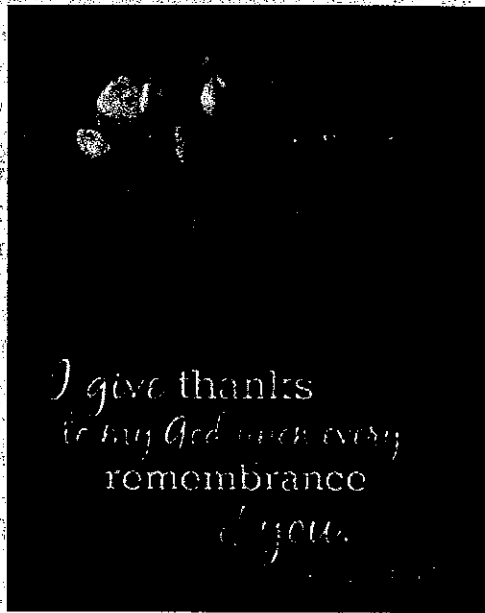
We look forward to continuing our service to neighbors throughout 2020 with the same programs in place, as well as the possibility of a few new ones. We anticipate with excitement serving pancakes in May during Strawberry Festival to support our children and youth exchange fund, as well as hosting salad luncheons during the West Virginia Conference of The United Methodist Church in June, welcoming a mission work team from Paoli UMC in Pennsylvania again this summer, helping school-age children select a new backpack in August, and preparing 600+ Thanksgiving and Christmas meal packages.

This year, we will continue to visit with neighbors on a daily basis and assist them with utility costs and food pantry needs. We will work with students from West Virginia Wesleyan as they live-out the mission of the College by caring for their neighbors and community members. We will also look for new ways to assist our Upshur County neighbors in fulfilling their basic needs and reaching a better quality of life. In short, we will continue to be a safe place providing hospitality to all who enter.

It is a joy to share this journey with you. Thank you for the many ways you support our mission and ministry. Your thoughtfulness and kindheartedness for our neighbors is amazing, and we could not do it without you!

With gratitude,

  
Kristi L. Wilkerson, Director  
KRLWilkerson@gmail.com







**Hodgesville PSD**  
**Meeting Agenda**  
**February 3, 2020**  
**4:00 pm**

***Randy Watson of Thrasher Engineering will be attending the meeting to discuss the upcoming project.***

- A. Call meeting to order.*
- B. Reading/correction/approval of January Minutes.*
- C. Financial Report and approval of bill payments.*
- D. HPSD leak and repair report.*
- E. New Service Report*
- F. Shut off Report*
- G. Customer leaks and adjustments.*
- H. Annual report.*
- I. Customer complaints.*
- J. Adjournment*

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**City Council of Buckhannon – 7:00 pm in Council Chambers**  
**Meeting Agenda for Thursday, February 6, 2020**

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**A. Call to Order**

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

**B. Recognized Guests**

**C. Department & Board Reports**

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 SYCC Director-Debra Brockleman
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Fire Chief-J.B. Kimble
- C.6 City Attorney- Tom O'Neill

**D. Correspondence & Information**

- D.1 Report of Cat & Dog Activity –Upshur County Commission-December 2019
- D.2 City Election-Certification of Candidacies & Official Levy Ballot Charles Gibson Public Library
- D.3 Notice Special City Council Working Session-Budget FY 2020-2021 on 02/25/2020 at 9am
- D.4 Letter to UCC to acknowledge BFD as a Licensed Emergency Medical Services Rapid Response Agency
- D.5 Petition of COB- Public Service Commission RE: Upshur Co Commission Boundary Expansion of Service Territory of Tennerton Public Service District
- D.6 Letter to The Culture Center RE: Grant Application FY2021 Colonial Theatre Project
- D.7 Utility Board Gift Supporting Authorization Form
- D.8 Letter from WVSF RE: No. 441-Prohibiting the Award of Living Animals as Prizes
- D.9 Letter from Suddenlink Altice USA RE: Changes to Video Rates-Commercial Customers

**E. Consent Agenda**

- E.1 Approval of Minutes-Regular meeting 01/16/2020
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

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

- F.1 Approval Ordinance No. 441-Prohibiting the Award of Living Animals as Prizes-2<sup>nd</sup> & Final Reading
- F.2 Approval Ordinance No. 442-Amending Animal Care & Control Commission Membership-2<sup>nd</sup> & Final Reading
- F.3 Zoning Change Request Property Owner A&T Enterprises LLC- Property on Brushy Fork Road from Military District to C2 Highway Commercial District To Recommend to Planning Commission
- F.4 Zoning Change Request Property Owner UCDA-Property on Brushy Fork Road from Military District to Industrial District To Recommend to Planning Commission
- F.5 Upshur Co. Commission Resolution to Allocate \$15,000 to COB for Fire Response within the First Service Zone

**G. Comments and Announcements**

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Randall Sanders

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

**I. Adjournment**

**Posted 02/03/2020 Next Regular Scheduled City Council Meeting Thursday, February 20, 2020**

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***AGENDA***  
**UPSHUR COUNTY SOLID WASTE AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**Monday, February 10, 2020**

Time: 4:30 PM  
Place: UCSWA Office, 380 Mudlick Rd, Suite 102, Buckhannon, WV 26201

1. Call to Order
2. Determine Quorum
3. Minutes of January 13, 2020 Meeting
4. Monthly Financial Report, January 2019 —Treasurer
5. Director's Report – Burl Smith
6. Recognition of Guests

**Old Business:**

1. **FY 2020 REAP Grant Award Status Update —**
2. **April Make-It-Shine Planning & Brochure Planning ---**
3. **Personnel, Director Replacement (possible executive session) ---**
4. \_\_\_\_\_

**New Business:**

1. \_\_\_\_\_

**Board Member Comments:**

**Meeting Adjournment:**

**NEXT MEETING: March 9, 2020 – (Regular Schedule)**