

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, dial 1-717-275-8940 or 1-712-832-8330 Access Code: 898 8882 to enter the conference call.
- Date of Meeting: October 8, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - October 1, 2020
 - October 5, 2020 – Emergency Meeting
- 9:15 a.m. Board of Assessment Appeals Hearing – Greylock Midstream Projects, LLC – Tax Year 2020
Page 5-6
- 9:30 a.m. Alan Tucker on behalf of the Buckhannon Band of Brothers - 2021 Calendar Campaign Kickoff. Proceeds will be focused on nursing home residents, including the WV Veterans Nursing Home in Clarksburg
Page 7
- 10:30 a.m. Second reading of Ordinance Granting a Renewal Franchise to Cequel III Communications II, LLC, a Delaware Limited Liability Company doing business as Suddenlink Communications, to Operate and Maintain a Cable System in the County of Upshur, West Virginia; and Setting Forth Conditions Accompanying the Grant of Franchise; Superseding All Previous Franchise Ordinances for the County Commission of Upshur County. A public hearing will take place on the 29th day of October, 2020 at 1:00 p.m. *
Page 8-21

Items for Discussion / Action / Approval:

1. Establish date and time for Trick or Treat *
2. Approval of Recommendation for Extension of Time for First Annual Settlement for the Estate of Jerry N. Black, as requested by the Fiduciary Commissioner, Daya Masada Wright. *
Page 22
3. Approval and signature of correspondence to Larry W. Brown regarding requirements of the Upshur County Building Permit Ordinance and Upshur County Floodplain Ordinance for his property discussed during the August 13, 2020 Commission Meeting. *
Page 23-24
4. Approval and signature of Resolution of Participation for the West Virginia Certified Development Community (CDC) Program for the Upshur County Development Authority. *
Page 25
5. Review and signature of correspondence to Ryan Halsey, Project Manager, enclosing Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$124,039.76. This is for Request for Funds #15. *
Page 26-40

6. Correspondence from Hannah Povroznik, Founder and Campaign Chairperson of “Boxing It Up to Give Thanks”, requesting a monetary donation to help support the campaign. Boxing It Up provides a complete traditional Thanksgiving meal to those in need throughout North Central West Virginia. *
Page 41
7. Approval and signature of a Proposal for Financing provided by Country Roads Leasing, LLC and Resolution Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith. The tax-exempt lease-purchase financing for the acquisition of a 2020 Ford Expedition at 3.35% interest will cost \$10,736.54 annually over a period of four years resulting in a total acquisition cost of \$42,946.16. *
Page 42-58
8. Approval of Financial Statement – Fiscal year ended June 30, 2020. * *Under separate cover*
9. Review and approval of the Coronavirus Disease (COVID-19) Sick Leave Policy and Coronavirus Disease (COVID-19) Travel Policy. * *Page 59-60*
10. Review and approval of a Remote Work Policy, Remote Work Request Form and Remote Work Employee Property Agreement. * *Page 61-65*
11. Approve additional Election Officials and Alternates for the November 3, 2020 General Election. *
Page 66
12. Approve election workers as needed throughout the election cycle for the November 3, 2020 General Election. *
13. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Day Report Center Program Director, requesting the employment of Cory Elliott as full-time Case Manager for the Lewis County office, effective October 1, 2020. Upon approval, his rate of pay will be \$12.50 per hour. *
Item may lead to Executive Session per WV Code §6-9A-4 *Page 67*
14. Approval of Lewis–Upshur Animal Control Facility Volunteer, Denise Posey. *Under separate cover*
15. 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. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Day Report Center Program Director, requesting for a check to be cut from the Community Corrections local fund in the amount of \$26,059, made payable to Stephen’s Auto for the purchase of a 2020 Jeep Grand Cherokee. *
Page 68-69
2. Elkins Road Public Service District Independent Audit for Fiscal Year July 1, 2019 through June 30, 2020. Copies are available for public inspection in the office of the Upshur County Commission upon request.
Page 70

3. Lewis-Upshur Animal Control Facility Reports for the months of August, 2020

- Adoption Financial Transactions
- Cat Report
- Animal Report
- Animal Control/Humane Officer Animal Report

4. Upshur County E911 Communication Reports – September, 2020

Under separate cover

- Monthly Department Summary Report
- Monthly Wrecker Report
- YTD Wrecker Report

5. Upshur County Building Permits – September, 2020

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6. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- Elkins Road PSD October 5, 2020 Page 79
- Upshur County Safe Structures and Sites Enforcement Board October 8, 2020 Page 80
- Upshur County Farmland Protection Board October 8, 2020 Page 81
- James W. Curry Library/Park Advisory Board October 21, 2020

Page 82-83

c) Meeting Minutes:

d) Meetings:

- 10/05/20 5:30 p.m. Elkins Road PSD
- 10/06/20 4:00 p.m. Hodgesville PSD
- 10/01/20 7:00 p.m. Banks District VFD
- 10/01/20 7:00 p.m. City Council of Buckhannon
- 10/01/20 7:00 p.m. Selbyville VFD
- 10/12/20 12:00 p.m. Upshur County Family Resource Network
- 10/12/20 4:30 p.m. Upshur County Solid Waste Authority
- 10/12/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 12/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 10/13/20 7:30 p.m. Adrian VFD
- 11/05/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 10/21/20 7:00 a.m. Upshur County Development Authority – Full Board
- 10/14/20 12:00 p.m. Upshur County Senior Center Board
- 10/14/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 10/14/20 7:00 p.m. Warren District VFD
- 10/01/20 3:00 p.m. Adrian PSD
- 10/14/20 3:00 p.m. Tennerton PSD
- 10/08/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 10/08/20 7:30 p.m. Buckhannon VFD
- 10/12/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 10/15/20 6:30 p.m. Upshur County Youth Camp Board
- 10/18/20 6:00 p.m. Washington District VFD
- 10/19/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce

- 10/21/20 4:00 p.m. Upshur County Public Library Board
- 10/16/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 10/20/20 6:30 p.m. Upshur County Fire Board, Inc.
- 10/27/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 10/14/20 7:00 p.m. Ellamore VFD
- 10/21/20 12:00 p.m. Lewis Upshur LEPC
- 10/08/20 2:00 p.m. Upshur County Farmland Protection Board – Special Meeting
- 10/28/20 10:00 a.m. James W. Curry Advisory Board
- 10/26/20 7:00 p.m. Upshur County Fire Fighters Association
- 10/14/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 10/26/20 10:00 a.m. Mountain CAP of WV, Inc., a CDC

7. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
October 22, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

****The Commission Meeting on October 15, 2020 has been CANCELLED****

Public testing of voting machines will take place in the County Clerk area and election room at 9 a.m. on October 15th

ORDER

At a Regular Session of the County Commission of Upshur County, West Virginia, sitting as the Board of Assessment Appeals, held at the Courthouse thereof, on the _____ day of _____, 2020, the following Order was made and entered:

SUBJECT: GREYLOCK MIDSTREAM PROJECTS, LLC
Tax Year: 2020

The County Commission of Upshur County, West Virginia, sitting as a Board of Assessment Appeals is advised that Greylock Midstream Projects, LLC ("Greylock") and the Upshur County Assessor's Office have agreed to a settlement to resolve the assessment of the property in dispute by making an adjustment of the previous assessment of the subject property for the 2020 Tax Year.

The Board of Assessment Appeals is further advised that the parties have agreed that the subject property be valued at \$2,681,700.00 and assessed at \$1,609,020.00 for the 2020 Tax Year.

The Board of Assessment Appeals, based upon the agreement of Greylock, does hereby find that the request to have the agreement adopted by the Board of Assessment Appeal is appropriate and is hereby **GRANTED**, and does hereby find that the tax liabilities for the subject property is \$28,177.00 for the 2020 Tax Year.

WHEREFORE, for good cause shown the County Commission of Upshur County in its capacity as the Board of Assessment and Appeals approves this Order as its action and directive to make the adjustments in the assessment all as set forth hereinabove.

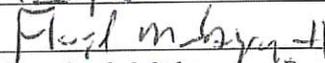
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Commissioner

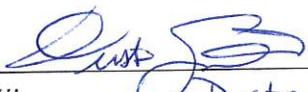
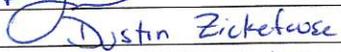
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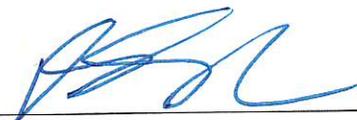
Seen and Agreed to by:

Greylock Midstream Projects, LLC


_____, Taxpayer
By: 
Attorney for Greylock Midstream Projects, LLC

County Assessor of Upshur County, West Virginia


By: 
Dustin Zickefoose, Upshur County Assessor

Approved by:  _____, County Attorney

Buckhannon Band of Brothers

Help Us Help Kids From 1 to 92!

'Truly I tell you, whatever you did for one of the least of these brothers and sisters of mine, you did for me.' Matthew 25:40 NIV

Help Us Help Kids – An Annual Christmas Project

- Past years, it was aimed at needy children and disadvantaged families.
- This year, the major focus is on the most vulnerable amongst us: our beloved seniors who have been and still are under lockdown in nursing homes and those heroes at the WV Veterans Nursing Home.

Help Us Help Kids is a Christmas project conducted by a Band of Brothers comprised of Christian men from various churches across Upshur County. Until this year, its goal was to make the Christmas and New Year's season much brighter for underprivileged children and their parents. This is the fifth year for this initiative. Due to the pandemic, this year's project takes on even greater importance. We still plan to help some of our kids' programs such as a Prison Angel Tree Program and Christmas Store for needy kids. We also hope to help some disadvantaged families who are struggling financially.

Pursue Love: The Apostle Paul writes that the greatest of "faith, hope and love" is love. He encourages us to "pursue love." We can think of few people who need love more at this moment than those lonely people in nursing homes. We have been told that residents feel abandoned and long for contact with their loved ones. Most fear this insidious virus that sadly is taking a tremendous toll on them. The result is unending sadness and depression. We want to make a difference where we can.

We plan to work with as many nursing homes, including the WV Veterans Nursing Home in Clarksburg, as possible (dependent on money raised) to try to shine a some light in those dark places and hopefully uplift as many residents as possible. Our early work indicates nursing home personnel feel like our help (financial) will allow them to create a nice Christmas-related event that their residents and staff will enjoy. We will work to financially assist each selected nursing home to create an event that best fits their situation. The few that we have spoken with are very excited for the opportunity to do something special for their residents.

We have a huge task ahead of us as we raise our money through the sale of a West Virginia Scenic calendar and via donations. In the past, people have been amazingly generous. Unfortunately, the pandemic has cancelled most of our sales avenues. We are looking for caring people who would like to help us sell calendars and reach more people about this great need. If you can help us help kids from 1 to 92, contact one of the brothers below.



CONTACTS

Kevin Hawkins – 304-613-8566

Bill Nicholson – 304-439-4170

Tim Rock 304-642-2555

John Simons – 304-613-4063

Al Tucker – 304-704-4292

Check out Al Tucker's FB page for more info

Calendars are \$15 each. Make checks to "Band of Brothers."

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF UPSHUR, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS FRANCHISE ORDINANCES FOR THE COUNTY COMMISSION OF UPSHUR COUNTY

WHEREAS, the County of Upshur, after giving public notice and holding public hearings as required by West Virginia Code, Chapter 24D, Article 1, Section 1, et. seq., and the rules thereunder, has agreed to renew the existing cable franchise pursuant to the terms and provisions hereof.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "Upshur County Cable Television Franchise Ordinance."

SECTION 2. DEFINITIONS.

2.01. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

2.02. "Basic Cable Service" shall mean the tier of service which includes the retransmission of local television broadcast signals, such other signals as are required to be carried on a basic service tier under federal or state law, and such other signals as selected by the Grantee.

2.03. "Expanded Cable Service" shall mean the analog tier of service which generally includes satellite-received cable programming that is sold as an optional addition to Basic Cable Service.

2.04. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.05. "County" is the County of Upshur, West Virginia.

2.06. "Commission" is all of the duly seated members comprising the County Commission of Upshur County, West Virginia

2.07. "Franchise" means the initial authorization, or renewal thereof, issued by County, whether such authorization is designated as a franchise, permit, license, resolution,

contract, certificate, or otherwise, which authorizes construction and operation of the System.

2.08. "Grantee" is Cequel III Communications II, LLC, a Delaware limited liability company doing business as Suddenlink Communications, and its successors, transferees or assigns, as the same are permitted by the provisions hereof.

2.09. "Gross Revenue" shall mean the revenues for the provision of Cable Service received by Grantee from Subscribers located within the Service Area. "Gross Revenues" does not include any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such.

2.10. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

2.11. "Public Property" shall mean any real property owned by the County other than a street.

2.12. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System..

2.13. "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.

2.14. "System" shall mean a system of antennas, cables, wires, lines, towers, wave guides or other conductors, converters, equipment or facilities, used for distributing video programming to subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to subscribers that utilize the public right of way. Notwithstanding the definition hereof, this Franchise shall not permit the Grantee or its assigns to erect any additional towers within the current or expanded by annexation, corporate limits of the County of Upshur without the express written approval of the

County of Upshur, and then only as not prohibited pursuant to county ordinance, or state or federal law, however, such approval shall not be unreasonably withheld by the County.

2.15. "Transfer of the Franchise" means any transaction in which:

(i) a fifty percent ownership or greater interest in Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Grantee is transferred; or

(ii) the rights held by Grantee are transferred or assigned to another Person or group of Persons.

(iii) However, notwithstanding Sub-sections (i) and (ii) above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; transfer of an interest in the Franchise or the rights held by the Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee; any action which is the result of a merger of the parent of the Grantee; or any action which is the result of a merger of another Affiliate of the Grantee.

SECTION 3. GRANT OF AUTHORITY.

3.01. Grant of Franchise. The County hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a System and associated equipment to provide Cable Service and such other services that may lawfully be provided over the System, in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the County and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the System. This Franchise is an authorization to utilize the Public Ways and does not require or guarantee that Grantee shall continue to offer Cable Service in the Service Area.

3.02. Franchise Term. The renewal term of this Franchise shall be deemed to be effective on _____, 2020 (the "Effective Date"), and shall expire five (5) years from the Effective Date on _____, 2025, unless said franchise is sooner renewed, revoked or otherwise terminated as herein provided.

3.03. Conditions of Franchise. The rights afforded to the Grantee by Sections 3.01 and 3.02 hereof are granted subject to the conditions which are herein contained and set forth. The Grantee shall not install any cables, wires or lines comprising its system in an overhead or aboveground manner in any area where other existing utility cables, wires or lines, e.g., electrical power and/or telephone lines, have been installed in an underground manner. The Grantee's

obligation to comply with the underground installation requirements of this Section is conditioned upon these same requirements applying to all utilities and any other entities using cables, wires or lines in the area. The Grantee shall consult with the County prior to any new installation or any reinstallation or upgrading of existing cables, wires or lines, respecting the specific location and manner of such installation or reinstallation in, on, over, under, upon, across and along the Public Ways and Public Property of the County. Emergency repairs undertaken by the Grantee to the existing system may constitute an exception to the advance consultation with County officials' requirement set forth above.

3.04 Change of law. In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Franchise during the Franchise Term as described in Section 3.02 above, or any extension thereof, solely the Grantee has the option to terminate this Franchise upon ninety (90) days notice to the County.

SECTION 4. CONSTRUCTION PROVISIONS.

4.01. Service Area. The System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least twenty five (25) residential dwellings within one (1) aerial mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System. Whenever Grantee shall receive a request for service from at least forty (40) residential dwellings within one (1) underground mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System.

4.02. Joint Use. The Grantee shall make use of existing poles and other facilities available to the Grantee. The Grantee may erect its own poles and install its own conduit, with the approval of the County, which approval shall not be reasonably withheld. All poles and conduit installed within the County limits shall be made available for attachment or use by the Grantee, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. §224.

In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall furnish the Grantee with reasonable notice of not less than thirty (30) days prior to any such construction or development, and of the particular dates upon which open trenching will be available for the Grantee's installation of its conduit, pedestals and /or vaults, and laterals, all to be provided at the Grantee's expense. The

Grantee shall also provide specifications as needed for any such trenching. Any costs of trenching and easements as may be required to bring service to the development shall be borne by the developer or property owner, unless otherwise agreed to by the Grantee.

4.03. Construction Codes and Permits. The Grantee shall obtain any and all required permits from the County before commencing any construction involving the opening or disturbance of any Public Way or Public Property. The County shall cooperate with the Grantee and use its best efforts in granting and facilitating the issuance of any permits as are required. The Grantee shall arrange and place its lines, cables and other appurtenances, on any Public Way or Public Property, in such a manner so as to cause no reasonable interference with the usual and customary use of said Public Way or Public Property by any person.

4.04. Repair of Public Ways and Public Property. Any and all Public Ways or Public Property which are disturbed or damaged during the construction, operation or maintenance of the System shall be promptly repaired by the Grantee, at the Grantee's expense and to at least as good condition as existed prior to the disturbance or damage. The Grantee shall coordinate any and all construction and repairs with personnel and/or agents designated by the County.

4.05. Trimming of Trees. The Grantee may cut or trim trees and vegetation interfering with the National Electrical Safety Code and other clearance requirements.

4.06. Movement of Facilities. In the event that it becomes necessary temporarily to move or remove any of the Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building or other structure over the Public Ways of the County, upon thirty (30) days prior notice by the County to the Grantee, the Grantee shall move at the prepaid expense of the person requesting the temporary removal, such of the facilities as may be required to facilitate such movements.

SECTION 5. TECHNICAL PROVISIONS.

5.01 Technical Requirements. The Grantee shall maintain a System that meets at least the minimum technical standard applied or required, or as may hereafter be applied or required by the Federal Communications Commission (the "FCC"). Procedures for testing the technical capacity of the System shall conform with the technical and testing standards applied to cable systems by the FCC. The results of any tests as are now required or as may hereafter be required by either the FCC or the WVPSC shall be filed promptly with the County by the Grantee upon the County's written request.

5.02 Maintenance. All lines, equipment, facilities, and other property of the Grantee located within the County shall at all times be kept and maintained by the Grantee in a safe and suitable condition and in good order and repair. The Grantee shall render efficient service, respond to all complaints promptly, make repairs promptly and interrupt service only for good cause.

5.03 Emergency Alert System. Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of West Virginia, including the state rules and regulations and the current state EAS Plan in order that emergency messages may be distributed over the System.

SECTION 6. SERVICE PROVISIONS.

6.01. Free Services to Certain Public Facilities. Subject to Section 4.01 of the Franchise, and 47 C.F.R. §76.42 of the Code of Federal Rules (if applicable), the Grantee shall install at no cost to the County, and shall provide a minimum of one (1) free connection of Basic Cable Service and Expanded Cable Service (collectively the "Free Service") to each public school located within the County. The connections shall not be used to distribute or sell Cable Service in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including, but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this Section 6.02, Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to such buildings or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and it will not adversely affect the operation, financial condition, or market development of the System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred fifty (150) cable feet. In the event that additional connections are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of the connections and the additional outlets relating thereto.

6.02. Public, Educational and Governmental Use. Grantee shall designate up to three (3) channels for non-commercial Public, Educational or Governmental ("PEG") use. At least one (1) such designated channel shall be carried as part of the lowest tier of service. The Grantee shall abide by all reasonable rules and procedures adopted by the County as local franchise authority for activation of the designated PEG channels. Notwithstanding the immediately foregoing provision respecting PEG channels, and assuming that the County's waiver of the same is not clearly prohibited by law, the County may waive entitlement to receive PEG channels.

SECTION 7. RATE REGULATION.

7.01. Rate Regulation by the State of West Virginia. The West Virginia Public Service Commission ("WVPSC") presently requires such cable operator to file a schedule of its rates of service on a form and with the notice that the WVPSC may prescribe. To the extent permitted by federal law, the WVPSC shall regulate rates to insure that said rates are just and reasonable both to the public and to the cable operator, and that said rates are not

unduly discriminatory. To the extent permitted by federal law, the WVPSC shall regulate charges other than those related to rates for the provision of basic cable service to insure that they are just and reasonable and not unduly discriminatory.

SECTION 8. FRANCHISE FEE.

8.01. Franchise Fee. The Grantee shall pay to the County an annual franchise fee in the amount of five percent (5%) of its Gross Revenue from the provision of Cable Services received by Grantee within the County. Franchise fees may be passed through to subscribers as a line item on subscriber invoices, or otherwise. Any franchise agreement subsequently negotiated by the Grantee with the County Commission of Upshur County, West Virginia during this franchise term shall not be inconsistent with the annexation provision hereof.

8.02. Payment Period. Payments due to the County under this provision shall be payable quarterly within forty five (45) days of the end of each calendar quarter. Grantee may use electronic funds transfer to make any payments to the County required under this Franchise.

8.03. Franchise Fee Report. The Grantee shall submit to the County, contemporaneously with each franchise fee payment, a report showing the method by which such franchise fees were calculated.

8.04. Inspection. The County reserves the right to have an accountant or other representative of its selection examine the books and records of the Grantee, upon reasonable notice, to verify the correctness of the payment of the quarterly installments and the inclusion of revenues received from all County subscribers. Any and all accounting costs and expenses associated with this Section shall be borne by the County, unless it is determined from the County's inspection that the Grantee has underpaid the County in an amount of two percent (2%) or more of the County's franchise fees for any quarterly period as calculated upon the Grantee's Gross Revenues, in which case the Grantee shall be responsible to immediately reimburse the County for all of such reasonable accounting costs and expenses, together with payment of the adjusted franchise fee amount.

8.05. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Grantee is due. Unless within three (3) years from and after such payment due date the County initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and County shall be stopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

SECTION 9. LOCAL OFFICE.

The Grantee at all times during the renewal term hereof shall put forth reasonable efforts to maintain an office with qualified technical and administrative staffing as exists at the outset of this franchise term, within the County or otherwise conveniently located in accordance with federal regulations, which shall be open during regular business hours, and shall have a publicly listed, toll free telephone number, so as to receive subscriber payments, complaints and requests for repairs or adjustments.

SECTION 10. REVIEW SESSION.

On or about _____, and on each succeeding anniversary date of the renewal term thereafter, the Grantee will, upon the County's written request, report upon (1) the technical reliability of the System; (2) the generally-accepted state of the art for systems of comparable size; (3) the need for, or economic feasibility of modifications and programming additions to the System; and (4) current and anticipated rates for the System. The County may schedule a review session to discuss such report and any proposed modifications to the System.

SECTION 11. INSURANCE AND INDEMNITY.

11.01. Indemnity. The Grantee shall save, indemnify, hold harmless and defend the County at all times during the term of this Franchise from and against all claims arising for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.

11.02. Insurance. The Grantee shall maintain throughout the term of the Franchise, a policy of liability insurance covering the Grantee, which shall name the County in all respects as an additional or co-insured in amounts not less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards:

(1) Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person, within the limit of One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident.

(2) Two Hundred Fifty Thousand Dollars (\$250,000) for property damage resulting from any one accident.

SECTION 12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.01 Notice of Violation. In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

12.02 Grantee's Right to Cure or Respond. Grantee shall have sixty (60) days from receipt of the notice described in Section 12.01: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

12.03 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 12.01 pursuant to the procedures set forth in Section 12.02, or in the event that the alleged default is not remedied within one hundred twenty (120) days after Grantee is notified of the alleged default pursuant to Section 12.01, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is no fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

12.04 Enforcement. Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may:

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;
- (b) Commence an action at law for monetary damages or seek other equitable relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked; or
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of County to enforce prompt compliance.

SECTION 13. RENEWAL.

This Franchise may be renewed pursuant to the procedures prescribed by federal law and further by the West Virginia Public Service Commission (Ch. 24D, Article 1, Sect. 1 et seq., of the West Virginia Code), provided that the Grantee and the County shall in any event afford the public adequate notice and opportunity for comment.

SECTION 14. Transfer of Franchise. Subject to Section 617 of the Federal

Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the County may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Grantee in the Franchise or System in order to secure indebtedness, for any transaction in which Grantee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 2.15 above.

SECTION 15. MISCELLANEOUS.

15.01. Severability. In the event that any law, ordinance, regulation or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall nevertheless remain in full force and effect, unless the enforcement of such remaining provisions would be unconscionable or substantially oppressive to one or the other of the parties.

15.02. Force Majeure. The prevention or delay in performance of any provision of this Franchise due to circumstances beyond the control of the Grantee or the County, or Acts of God, shall not be deemed as noncompliance with, or as a violation of this Franchise. The parties expressly agree that the failure of equipment suppliers to timely deliver equipment needed for any technical additions to the existing system is a circumstance beyond the control of the Grantee.

15.03. Nonexclusive. This Franchise is nonexclusive. The County reserves the right to award additional franchises, provided, however, that the County shall not authorize or permit a cable television system to operate within the County on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise; and provided, that if the County authorizes or permits another cable television system to operate within the County, it shall do so on the condition that such cable television system indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of the Grantee, the County, and utilities, incidental to inspections, make ready, and construction of an additional cable television system in the franchise area; and provided further that the Grantee shall be designated as a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to any other cable television systems.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Ways in the County, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services, the County hereby agrees that it will notify Grantee prior to the effective date of the existence of such exemption or authorization, and, upon a request from Grantee, as a matter of

law, Grantee's Franchise will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis.

15.04. Entire Agreement. This Ordinance and all attachments hereto, represent the entire understanding and agreement by and between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties and can be amended, supplemented, modified or changed only by a written agreement executed by both parties, which makes specific reference to this Franchise and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

15.05. Laws Governing. This Franchise shall be governed by and construed in accordance with the applicable laws of the State of West Virginia, and particularly the provisions of the West Virginia Public Service Commission (Ch. 24D, Ali. 1, Sect. 1, et seq., of the West Virginia Code), and which provisions are expressly incorporated and embodied herein, and this Franchise shall be governed by and construed in accordance with applicable federal law.

15.06. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.07. Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon County or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to County shall be addressed as follows:

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

The notices or responses to Grantee shall be addressed as follows:

Altice USA, Inc.
1 Court Square, West
Long Island Town, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

Cequel III Communications II, LLC
c/o Altice USA, Inc.
1 Court Square, West
Long Island Town, NY 11101
Attention: Legal Department

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

Notwithstanding anything herein to the contrary, regulatory notices from Grantee to the County which are required pursuant to state and federal laws and regulations may be served electronically upon the County, instead of by mail as described above, to an email address provided by the County.

15.08 Effective Date. This Ordinance and Franchise shall be effective upon _____, 2020, and acceptance shall be evidenced by the Grantee's and County's execution of this document.

Passed and adopted this _____ day of _____, 2020, subject to applicable federal, state and local law.

UPSHUR COUNTY COMMISSION, WEST VIRGINIA

By: _____
Terry B. Cutright, Commission President

County Clerk

Accepted this _____ day of _____, 2020, subject to applicable federal, state and local law.

CEQUEL III COMMUNICATIONS II, LLC
DBA SUDDENLINK COMMUNICATIONS

By: _____

Pat Hayes, Senior Vice President, Government
Affairs

DRAFT

In Re: The Estate of Jerry N. Black, Deceased

**RECOMMENDATION FOR EXTENSION OF TIME FOR FIRST ANNUAL
ACCOUNTING**

Now comes the undersigned Fiduciary Commissioner and recites the following **FACTS**:

1. On July 2, 2019, James Denver Lee Black was appointed as Executor of the Estate of Jerry N. Black.
2. Pursuant to WV Code 44-4-2, the first annual accounting was due by September 2, 2020.
3. As Fiduciary Commissioner, I granted an extension to October 5, 2020.
4. The Executor is requesting an additional extension to November 5, 2020.
5. Said request is both reasonable and warranted.
6. Said request requires consideration of and approval by the Upshur County Commission.

Therefore, it is hereby **RECOMMENDED** that:

1. The Executor have until November 5, 2020 to tender a first annual accounting.

RECOMMENDED: _____

10/5/2020

Daya Masada Wright
Fiduciary Commission
Upshur County, West Virginia

UPSHUR COUNTY COMMISSION

Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201

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

TDD Numbers
Business: 472-9550
Emergency: 911

October 8, 2020

Larry W. Brown
104 Corhart Rd
Buckhannon, WV 26201

**Re: Non-Compliance
Banks District, Tax Map 5T, Parcel 24**

Dear Mr. Brown:

On August 13, 1998, the Upshur County Commission adopted the "Upshur County Building Permit Ordinance" (revised June 28, 2012) which establishes the requirement for a building permit for any and all site preparation, development, renovations, improvements, construction or relocation of any building or structure within the unincorporated areas of Upshur County. All activities within the identified floodplain must also comply with the Upshur County Floodplain Ordinance.

The Upshur County Addressing and Mapping, Building Permit and Floodplain Office is in receipt of the requested elevation certificates for the two (2) residential structures/camps with utilities. Per the Upshur County Floodplain Ordinance:

Site #1 Residential site

- You will be required to elevate the residential structure five foot six and a half inches (5'6.5") from the existing ground elevation. The residential structure will need to be anchored to resist floatation, collapse and lateral movement. Depending on your choice of elevation and anchoring methods, please be advised that dry stacked blocks are not acceptable and everything will need to be anchored at a minimum of eighteen (18") inches, the suggested frost line for Upshur County.
- You will be required to install flood vents based on one square inch for every square foot of enclosed area. The bottom of the flood vents can be no higher than one foot (1') above the current ground elevation and shall be on opposite walls.
- You will be required to protect and elevate utilities servicing the residential structure, including but not limited to sewer, water, telephone, electric, gas, etc.
- You will be required to provide the office with a finished construction elevation certificate to confirm the structure in question together with the utilities has been elevated and in compliance with the floodplain ordinance.
- You will be required to sign a non-conversion agreement that will be placed on file as a deed restriction.

Site #2 Residential site with attached addition

- You will be required to elevate the residential structure and attached addition seven foot seven and a half inches (7' 7.5") from the existing ground elevation. The residential structure will need to be anchored to resist floatation, collapse and lateral movement. Depending on your choice of elevation and anchoring methods, please be advised that dry stacked blocks are not acceptable and everything will need to be anchored at a minimum of eighteen (18") inches, the suggested frost line for Upshur County.

An Equal Opportunity Employer

- You will be required to install flood vents based on one square inch for every square foot of enclosed area. The bottom of the flood vents can be no higher than one foot (1') above the current ground elevation and shall be on opposite walls.
- You will be required to protect and elevate utilities servicing the residential structure and attached addition, including but not limited to sewer, water, telephone, electric, gas, etc.
- You will be required to provide the office with a finished construction elevation certificate to confirm the structure in question together with the utilities is elevated and in compliance with the floodplain ordinance.
- You will be required to sign a non-conversion agreement that will be placed on file as a deed restriction.

Remaining sites #3 recreational vehicles

Per the Upshur County Floodplain Ordinance, recreational vehicles are allowed in the special identified flood hazard area if they meet the following standards:

- On site less and one hundred eighty (180) consecutive days, or
- Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by a quick disconnect type utility and has no permanently attached additions, or
- Are required to meet the permitting, elevation and anchoring requirement for manufactured homes.

If the above referenced steps are not completed, the structures and vehicles must be removed from the site. The enclosed Building Permit Applications, Floodplain Permit Applications and Contractor Licensure Affidavits must be completed in their entirety for each camp and returned to the Upshur County Addressing and Mapping, Building Permit and Floodplain Office within 30 days.

The current Ordinances would require remittance of a check in the amount of four hundred and eighty dollars (\$480.00) for both building permit fees and floodplain fees; wherein, each building permit costs fifteen dollars (\$15) and the floodplain fee is seventy-five dollars (\$75) per camp as reflected in Section 7.9 of the enclosed Ordinance. Furthermore, since the work has already commenced, the fee for each floodplain permit would be tripled; therefore, the fee for each permit is two hundred and twenty-five dollars (\$225). However, since your original check for the building permits was dated February, 20, 2019, the Commission is willing to charge you the fees that were in place at that time. Therefore, please remit a new check in the amount of thirty dollars (\$30.00) for the building permits. There will be no charge for the Floodplain Permits. Once the paperwork and fees have been received and processed by the Upshur County Addressing and Mapping, Building Permit and Floodplain Office Coordinator, our office will coordinate a date and time for photographs to be taken of the property.

Sincerely,

Terry B. Cutright
Commission President

Enclosures: as referenced above
Check #6678

Cc: Terri Jo Bennett, Coordinator

WEST VIRGINIA
CERTIFIED DEVELOPMENT COMMUNITY (CDC)
PROGRAM

RESOLUTION OF PARTICIPATION

WHEREAS, the governing body of Upshur County is interested in the economic well being of its citizens and community at-large; and

WHEREAS, the governing body is prepared to support appropriate efforts within the community to become attractive to businesses and industry promising economic development; and

WHEREAS, the West Virginia Chamber of Commerce, the West Virginia Economic Development Council and the Governor's Office of Community and Industrial Development are offering a program that is especially designed to help West Virginia communities become better prepared for industrial and related economic development; and

WHEREAS BE IT RESOLVED, by the Upshur County Commission that our community and/or region wishes to participate in the Certified Development Community program and that the leadership of this community fully realizes this program requires dedicated efforts; and

BE IT FURTHER RESOLVED, that by making entry into this program, we are pledging our honest efforts to continue to be designated a "Certified" community, and

BE IT FURTHER RESOLVED that the program requires the existence or formation of a Local Economic Development Organization, and this governing body designated the Upshur County Development Authority is representing our community for the purpose of participation in this program.

This resolution is in full effect upon its adoption the 8th day of October, 2020.

Approval:

Attest:

TERRY B. CUTRIGHT
President, Upshur County Commission

CAROL J. SMITH
Clerk, Upshur County Commission

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

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

TDD Numbers
Business: 472-9550

October 8, 2020
CDBG Project Manager
West Virginia Development Office
1900 Kanawha Boulevard East
Building 3, Suite 700
Charleston, WV 25305-0311

**RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements
Small Cities Block Grant Project #16SCBG0008
Request for Funds #15**

Dear Mr. Halsey:

In accordance with the drawdown procedures established by the State, this letter of transmittal contains a progress report on the above-referenced project to support the enclosed Request for Payment:

1. **Engineering**—Engineering services and inspection continues on site. Amount requested is \$14,097.36.
2. **Construction**— Construction contracts #3 and #4 started construction in mid-July with contract #3 (AJ Burk) being approximately 30% complete and Contract #4 (Chojnacki) being approximately 28% complete. Amount requested is \$109,942.00.

The total amount of this request is \$124,039.76. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Terry B. Cutright
President

Enclosure

**Community Development Block Grant - CDBG Program
REQUEST FOR PAYMENT**

TO: West Virginia Development Office
Building 3, Suite 700
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304-558-2234 304-558-3248

FROM: Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

Project Name:	Elkins Road PSD Phase III Water System Improvements	Project #:	16SCBG0008
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Invoice Number:	173858-15	% of Project Complete:	19.1%
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Time Period Covered by this Request:	7/1/2020	TO	10/8/2020
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Amount of CDBG Funds on hand at the time of this Request:	\$	-
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COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 19,433.65	\$ 19,433.65	\$ -	\$ 19,433.65	\$ 19,433.65	\$ -
Arch/Engineering	\$ 277,306.00	\$ 142,486.92	\$ 14,097.36	\$ 156,584.28	\$ 134,240.56	\$ 120,721.72
Land Acquisition	\$ -		\$ -	\$ -	\$ -	\$ -
Construction	\$ 1,203,260.35	\$ -	\$ 109,942.40	\$ 109,942.40	\$ -	\$ 1,093,317.95
Permits/Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL:	\$ 1,500,000.00	\$ 161,920.57	\$ 124,039.76	\$ 285,960.33	\$ 153,674.21	\$ 1,214,039.67
Less Income						
TOTAL:	\$ 1,500,000.00	\$ 161,920.57	\$ 124,039.76	\$ 285,960.33	\$ 153,674.21	\$ 1,214,039.67

PROGRESS REPORT: REQUEST FOR PAYMENT WILL NOT BE PROCESSED WITHOUT DETAILED PROGRESS REPORT

Engineering—Engineering services and inspection continues for the contracts on site. Amount requested is \$14,097.36.

Construction— Construction contracts #3 and #4 started construction in mid-July with contract #3 (AJ Burk) being approximately 30% complete and Contract #4 (Chojnacki) being approximately 28% complete. Amount requested is \$109,942.00.

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract.

Chief Elected Official - Original Signature Required

Date

Print or Type Name & Title: Terry B. Cutright, Upshur County Commission President

CDBG Invoice Summary-Engineering

Period Covered by Request

07/01/20-10/08/20

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group	0018795	Professional Services: July 26, 2020 to August 22, 2020	8/31/2020	\$ 14,097.36
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 14,097.36

Elkins Road PSD

INVOICE

SEP 14 2020
RECEIVED

Elkins Road Public Service District
Attn: Carey Wagner, Chairperson
4536 Old Elkins Rd
Buckhannon, WV 26201

August 31, 2020
Project No: 0000007006.00
Invoice No: 0016795

Project 0000007006.00 Elkins Road PSD-Phase III WSI
Re: Elkins Road PSD Phase III WSI
Professional Services from July 26, 2020 to August 22, 2020
Fee

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	20.00	25,660.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	537,000.00	7.6725	41,201.57
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		566,647.61
		Previous Fee Billing	519,656.41

\$14,097.36 - SCBG
\$32,893.84 - IJDC
\$46,991.20 - Total

PLEASE REMIT TO:
Chapman Technical Group LTD
c/o GRW Engineers
801 Corporate Dr.
Lexington, KY 40503
304.727.5501
www.chaptech.com

INVOICE

Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0018796
		Current Fee Billing	46,991.20	
		Total Fee		46,991.20
		Total this Invoice		<u>\$46,991.20</u>

Outstanding Invoices

Number	Date	Balance
0018050	4/30/2019	487.50
0018212	7/31/2019	1,402.50
0018247	8/31/2019	861.75
0018303	9/30/2019	468.00
0018344	10/31/2019	1,233.60
0018382	11/30/2019	655.80
0018428	12/31/2019	39.00
0018476	1/31/2020	1,548.60
0018512	2/29/2020	304.06
0018557	3/31/2020	3,894.00
0018581	4/30/2020	4,549.50
0018641	5/31/2020	15,000.00
0018698	6/30/2020	7,092.50
0018736	7/31/2020	19,870.37
Total		57,407.18

Billing Note:
 SCBG Eligible (30%) \$14,097.36

** Denotes Amendment No. 1 (Not SCBG Eligible)

PLEASE REMIT TO:
 Chapman Technical Group LTD
 c/o GRW Engineers
 801 Corporate Dr.
 Lexington, KY 40503
 304.727.5501
 www.chapttech.com

Chapman Technical Group
 Invoice Detail

INVOICE

INVOICE NO. 18795

INVOICE DETAIL - July 26, 2020 through August 22, 2020.

CONSTRUCTION OBSERVATION

Basic Fee:	\$537,000.00			
David Mitchell	160.0 x	\$80.00	=	\$ 12,800.00
Michael Shaffer	120.0 x	\$80.00	=	\$ 9,600.00
Ronald Shaffer	58.0 x	\$80.00	=	\$ 4,640.00
Reimbursable Expenses			=	<u>7,121.20</u>
				<u>\$ 34,161.20</u>

Amount Earned Construction Observation	\$ 41,201.57
Amount Previously Invoiced	<u>7,040.37</u>
Amount Due this Invoice Construction Observation	<u>\$ 34,161.20</u>

PLEASE REMIT TO:
 Chapman Technical Group LTD
 c/o GRW Engineers
 801 Corporate Dr.
 Lexington, KY 40503
 304.727.5501
 www.chapttech.com

CDBG Invoice Summary-Construction

Period Covered by Request

07/01/20-10/08/20

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chojnacki Construction, Inc.	3	Construction	9/25/2020	\$ 109,942.40
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
CONSTRUCTION TOTAL					\$ 109,942.40



Contractor's Application for Payment No. 3

Application Period: 8/14/2020 - 9/11/2020	Application Date: 9/25/2020
To (Owner): Elkins Road PSD	From (Contractor): Chojnacki Construction Inc.
Project: Water Distribution System Extensions	Via (Engineer): Chapman Technical Group
Owner's Contract No.:	Contractor's Project No.: Contract #4
	Engineer's Project No.: 7006

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions	
				1. ORIGINAL CONTRACT PRICE..... \$ \$2,067,370.00
				2. Net change by Change Orders..... \$
				3. Current Contract Price (Line 1 ± 2)..... \$ \$2,067,370.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ \$582,612.64
				5. RETAINAGE:
				a. 10% X \$456,572.00 Work Completed..... \$ \$45,657.20
				b. X \$126,040.64 Stored Material..... \$
				c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$45,657.20
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$536,955.44
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$399,545.41
				8. AMOUNT DUE THIS APPLICATION..... \$ \$137,410.03
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ \$1,530,414.56
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: *[Signature]* Date: 9/29/20

Payment of: \$ 137,410.03
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 09/30/2020
(Engineer) (Date)

Payment of: \$ 137,410.03
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

\$109,942.40 - SCBG
 \$ 27,467.63 - IJDC
 \$137,410.03 - Total

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #4						Application Number: 9					
Application Period: 8/14/2020 - 9/11/2020						Application Date: 9/25/2020					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	12" Steel Casing, Open Cut	25	LF	\$130.00	\$3,250.00	20	\$2,600.00		\$2,600.00	80.0%	\$650.00
2	8" Steel Casing, Bore & Jack	140	LF	\$60.00	\$8,400.00	90	\$5,400.00		\$5,400.00	64.3%	\$3,000.00
3	6" PVC C-900, DR 14	10320	LF	\$20.00	\$206,400.00	4972	\$99,440.00	\$26,098.24	\$125,538.24	60.8%	\$80,861.76
4	6" Restrained Joint DIP Creek Crossing	50	LF	\$100.00	\$5,000.00	40	\$4,000.00		\$4,000.00	80.0%	\$1,000.00
5	4" PVC C-900, DR14	14500	LF	\$18.00	\$261,000.00	14118	\$254,124.00		\$254,124.00	97.4%	\$6,876.00
6	2" PVC Class 315	750	LF	\$17.00	\$12,750.00	956	\$16,252.00		\$16,252.00	127.5%	-\$3,502.00
7	6" Gate Valve W/Valve Box	3	EA	\$1,200.00	\$3,600.00	2	\$2,400.00		\$2,400.00	66.7%	\$1,200.00
8	4" Gate Valve W/Valve Box	6	EA	\$1,000.00	\$6,000.00	5	\$5,000.00		\$5,000.00	83.3%	\$1,000.00
9	Tandem Water Meter Assemblies	28	EA	\$1,200.00	\$33,600.00	2	\$2,400.00		\$2,400.00	7.1%	\$31,200.00
10	3/4 Dia. Copper Service Lateral	870	LF	\$18.00	\$15,660.00	152	\$2,736.00		\$2,736.00	17.5%	\$12,924.00
11	3/4 Dia. Copper Service Lateral, Bored	510	LF	\$38.00	\$19,380.00	135	\$5,130.00		\$5,130.00	26.5%	\$14,250.00
12	1" Dia. Copper Service Lateral	710	LF	\$20.00	\$14,200.00						\$14,200.00
13	1" Dia. Copper Service Lateral, Bored	60	LF	\$75.00	\$4,500.00						\$4,500.00
14	Fire Hydrant Assembly	7	EA	\$4,800.00	\$33,600.00	4	\$19,200.00		\$19,200.00	57.1%	\$14,400.00
15	Blow Off Assembly	3	EA	\$1,200.00	\$3,600.00	1	\$1,200.00		\$1,200.00	33.3%	\$2,400.00
16	Air/Vacuum Release Valve Assembly	5	EA	\$1,000.00	\$5,000.00						\$5,000.00
17	Type "A" Trench Restoration (Concrete/Asphalt)	60	LF	\$75.00	\$4,500.00						\$4,500.00
18	Type "B" Trench Restoration (Concrete/Asphalt)	1530	LF	\$35.00	\$53,550.00						\$53,550.00
19	Type "C" Trench Restoration (Stone)	2000	LF	\$10.00	\$20,000.00	209	\$2,090.00		\$2,090.00	10.5%	\$17,910.00
20	Hawkins Road Booster Station	1	LS	\$200,000.00	\$200,000.00						\$200,000.00
21	Connect To Existing w/6" Tapping Sleeve and Valve	4	EA	\$4,000.00	\$16,000.00						\$16,000.00
22	Connect To Existing w/6"x4 Tapping Sleeve and Valve	1	EA	\$3,500.00	\$3,500.00						\$3,500.00
23	Connect To Existing w/8"x6" Tapping Sleeve and Valve	3	EA	\$4,500.00	\$13,500.00	2	\$9,000.00		\$9,000.00	66.7%	\$4,500.00
24	RIP RAP Ditch	3500	LF	\$5.00	\$17,500.00	1120	\$5,600.00		\$5,600.00	32.0%	\$11,900.00
25	Hawkins Booster Generator	1	LS	\$54,075.00	\$54,075.00						\$54,075.00
26	Main Booster Generator	1	LS	\$59,550.00	\$59,550.00						\$59,550.00
27	Kesling Mill Booster Generator	1	LS	\$54,480.00	\$54,480.00						\$54,480.00
28	Gormley Booster Generator	1	LS	\$61,750.00	\$61,750.00						\$61,750.00
29	Waughman Booster Generator	1	LS	\$110,650.00	\$110,650.00						\$110,650.00
30	Union Booster Generator	1	LS	\$105,450.00	\$105,450.00						\$105,450.00
31	Abandon Existing 2" Waterline	2	EA	\$1,000.00	\$2,000.00						\$2,000.00
32	Abandon Existing 6" Waterline	3	EA	\$1,000.00	\$3,000.00						\$3,000.00
33	Abandon Existing Meters	4	EA	\$100.00	\$400.00						\$400.00
34	Service Reconnects (Exists. Meter Remains in Service)	16	EA	\$500.00	\$8,000.00						\$8,000.00
35	Audio-Video Color Taping	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
36	Hawkins Road Tree Removal	1	LS	\$2,500.00	\$2,500.00						\$2,500.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #4						Application Number: 9					
Application Period: 8/14/2020 - 9/11/2020						Application Date: 9/25/2020					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
HUD SCBG Portion of Work											
37	12" Steel casing, Bore and Jack	50	LF	\$130.00	\$6,500.00					\$6,500.00	
38	6" Steel Casing, Bore & Jack	50	LF	\$100.00	\$5,000.00					\$5,000.00	
39	12" Steel Casing, Open Cut	50	LF	\$75.00	\$3,750.00					\$3,750.00	
40	6" Steel Casing, Open Cut	25	LF	\$75.00	\$1,875.00					\$1,875.00	
41	6" PVC C-900, DR 14	18500	LF	\$18.00	\$333,000.00			\$99,942.40	\$99,942.40	30.0%	\$233,057.60
42	6" Restrained Joint DIP Creek Crossing	85	LF	\$100.00	\$8,500.00					\$8,500.00	
43	2" Yelomine PC 250 Creek Crossing	300	LF	\$75.00	\$22,500.00					\$22,500.00	
44	2" PVC Class 315	3200	LF	\$15.00	\$48,000.00					\$48,000.00	
45	2" Gate Valve W/Valve Box	1	EA	\$800.00	\$800.00					\$800.00	
46	6" Gate Valve W/Valve Box	11	EA	\$1,200.00	\$13,200.00					\$13,200.00	
47	Tandem Water Meter Assemblies	22	EA	\$1,200.00	\$26,400.00					\$26,400.00	
48	3/4" Dia. Copper Service Lateral	250	LF	\$18.00	\$4,500.00					\$4,500.00	
49	3/4 Dia. Copper Service Lateral, Bored	290	LF	\$38.00	\$11,020.00					\$11,020.00	
50	1" Dia. Copper Service Lateral	660	LF	\$20.00	\$13,200.00					\$13,200.00	
51	Fire Hydrant Assembly	9	EA	\$4,800.00	\$43,200.00					\$43,200.00	
52	Blow Off Assembly	1	EA	\$1,500.00	\$1,500.00					\$1,500.00	
53	Air/Vacuum Release Valve Assembly	4	EA	\$1,500.00	\$6,000.00					\$6,000.00	
54	Type "C" Trench Restoration (Stone)	1285	LF	\$10.00	\$12,850.00					\$12,850.00	
55	Connect To Existing w/6" Tapping Sleeve and Valve	2	EA	\$4,000.00	\$8,000.00					\$8,000.00	
56	Connect To Existing w/8"x 6" Tapping Sleeve and Valve	1	EA	\$4,500.00	\$4,500.00					\$4,500.00	
57	Audio-Video Color Taping (Burnt Bridge Rd. & Osborne Run Rd.)	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
58	RIP RAP Ditch	9346	LF	\$5.00	\$46,730.00						\$46,730.00
Totals											
					\$2,067,370.00		\$456,572.00	\$126,040.64	\$582,612.64	28.2%	\$1,484,757.36

Stored Material Summary

Contractor's Application

For (Contract):		Contract #4					Application Number:		3			
Application Period:		8/14/2020 - 9/11/2020					Application Date:		44099			
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)	
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
	M608393		on site	6" C900 PVC Pipe 6,160 LF	7/2020		\$30,060.80	\$30,060.80	9/2020	\$2,596.16	\$5,797.44	
	M608392		on site	6" C900 PVC Pipe 6,160 LF	7/2020		\$30,060.80	\$30,060.80			\$30,060.80	
	M4451842		on site	6" C900 PVC Pipe 6,160 LF	7/2020		\$30,060.80	\$30,060.80			\$30,060.80	
	M608396		on site	6" C900 PVC Pipe 6,160 LF	7/2020		\$30,060.80	\$30,060.80			\$30,060.80	
	M608394		on site	6" C900 PVC Pipe 6,160 LF	7/2020		\$30,060.80	\$30,060.80			\$30,060.80	
	M4451842		on site	4" C900 DR 14 Pipe 13,300 LF	7/2020		\$33,649.00	\$33,649.00	9/2020	\$13,932.71		
Total								\$183,953.00	\$183,953.00		\$16,528.87	\$126,040.64

Elkins Rd PSD
 IJDC No. 2016W-1632
 Expenditure Report #5

10/5/2020

IJDC Loan	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	460,350.00	0.00	460,350.00	0.00	0.00	0.00	460,350.00
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	0.00	176,365.91	176,365.91	86,031.76
Contract 3 Line ext (AJ Burk)	1,117,740.00	0.00	1,117,740.00	265,178.93	190,232.17	455,411.10	662,328.90
Contract 4 Line Ext (Chojnacki)	1,384,581.65	0.00	1,384,581.65	399,545.51	27,467.63	427,013.14	957,568.51
Contingency	219,549.00	(40,897.67)	178,651.33	0.00	0.00	0.00	178,651.33
Kesling Mill Booster Station	100,000.00	0.00	100,000.00	0.00	0.00	0.00	100,000.00
Touch Read & Radio Read Meters	274,994.00	0.00	274,994.00	0.00	0.00	0.00	274,994.00
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	3,500.00	93,310.00	8,981.00	8,981.00	17,962.00	75,348.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	0.00	439,811.00	4,928.26	23,912.84	28,841.10	410,969.90
Special Services							
Surveying Services	10,500.00	0.00	10,500.00	9,202.23	0.00	9,202.23	1,297.77
Financing Services	3,622.50	0.00	3,622.50	3,622.50	0.00	3,622.50	0.00
Record Drawings	10,500.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00
PSC Services	1,627.50	0.00	1,627.50	1,627.50	0.00	1,627.50	0.00
Geotech Engineering Services	6,118.00	0.00	6,118.00	6,118.00	0.00	6,118.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	0.00	27,143.89	12,856.11
Administrative (Region VII)	80,566.35	0.00	80,566.35	0.00	22,537.16	22,537.16	58,029.19
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	32,318.01	0.00	32,318.01	37,721.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	5,000,000.00	0.00	5,000,000.00	1,207,768.33	449,496.71	1,657,265.04	3,342,734.96

SCBG	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 Tank (M&A)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 Line ext (AJ Burk)	520,517.00	0.00	520,517.00	0.00	0.00	0.00	520,517.00
Contract 4 Line Ext (Chojnacki)	682,788.35	0.00	682,788.35	0.00	109,942.40	109,942.40	572,845.95
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kesling Mill Booster Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Touch Read & Radio Read Meters	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Technical Services (Chapman)							
Study & Report	12,000.00	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00
Design	108,000.00	0.00	108,000.00	108,000.00	0.00	108,000.00	0.00
Bidding	7,710.00	0.00	7,710.00	7,710.00	0.00	7,710.00	0.00
Engineering During Construction	38,490.00	0.00	38,490.00	3,849.00	3,849.00	7,698.00	30,792.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	97,189.00	0.00	97,189.00	2,112.11	10,248.36	12,360.47	84,828.53
Special Services							
Surveying Services	4,500.00	0.00	4,500.00	3,943.81	0.00	3,943.81	556.19
Financing Services	1,552.50	0.00	1,552.50	1,552.50	0.00	1,552.50	0.00
Record Drawings	4,500.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00
PSC Services	697.50	0.00	697.50	697.50	0.00	697.50	0.00
Geotech Engineering Services	2,622.00	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00
Tank Inspection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Legal							
a. Legal - Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Legal - PSC (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting (Griffith)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative (Region VII)	19,433.65	0.00	19,433.65	19,433.65	0.00	19,433.65	0.00
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bond Counsel (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,500,000.00	0.00	1,500,000.00	161,920.57	124,039.76	285,960.33	1,214,039.67

Total Project	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	460,350.00	0.00	460,350.00	0.00	0.00	0.00	460,350.00
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	0.00	176,365.91	176,365.91	86,031.76
Contract 3 Line ext (AJ Burk)	1,638,257.00	0.00	1,638,257.00	265,178.93	190,232.17	455,411.10	1,182,845.90
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	399,545.51	137,410.03	536,955.54	1,530,414.46
Contingency	219,549.00	(40,897.67)	178,651.33	0.00	0.00	0.00	178,651.33
Kesling Mill Booster Station	100,000.00	0.00	100,000.00	0.00	0.00	0.00	100,000.00
Touch Read & Radio Read Meters	274,994.00	0.00	274,994.00	0.00	0.00	0.00	274,994.00
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	3,500.00	131,800.00	12,830.00	12,830.00	25,660.00	106,140.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	0.00	537,000.00	7,040.37	34,161.20	41,201.57	495,798.43
Special Services							
Surveying Services	15,000.00	0.00	15,000.00	13,146.04	0.00	13,146.04	1,853.96
Financing Services	5,175.00	0.00	5,175.00	5,175.00	0.00	5,175.00	0.00
Record Drawings	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00
PSC Services	2,325.00	0.00	2,325.00	2,325.00	0.00	2,325.00	0.00
Geotech Engineering Services	8,740.00	0.00	8,740.00	8,740.00	0.00	8,740.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	0.00	27,143.89	12,856.11
Administrative (Region VII)	100,000.00	0.00	100,000.00	19,433.65	22,537.16	41,970.81	58,029.19
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	32,318.01	0.00	32,318.01	37,721.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	6,500,000.00	0.00	6,500,000.00	1,369,688.90	573,536.47	1,943,225.37	4,556,774.63

**ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #5**

**RESOLUTION OF THE ELKINS ROAD PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO
THE WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,**

WHEREAS, the Elkins Road Public Service District, has reviewed the invoices attached hereto for its water project funded by the West Virginia Infrastructure & Jobs Development Council ("IJDC") and Small Cities Block Grant ("SCBG"), and find as follows:

- a.) That none of the items for which payment is proposed to be made has been requested from another funding source.
- b.) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.
- c.) That each of such costs has been otherwise properly incurred.
- d.) That the payment for each of the items proposed is due and owing as the date hereof.

NOW, THEREFORE BE IT RESOLVED by the Elkins Road Public Service District as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

VENDOR	SCBG	IJDC Loan	TOTAL
Chapman Technical Group LTD	\$ 14,097.36	\$ 32,893.84	\$ 46,991.20
M&A Coatings, LLC.	\$ -	\$ 176,365.91	\$ 176,365.91
AJ Burk, LLC	\$ -	\$ 190,232.17	\$ 190,232.17
Chojnacki Construction Inc.	\$ 109,942.40	\$ 27,467.63	\$ 137,410.03
Region VII Planning & Development Council	\$ -	\$ 22,537.16	\$ 22,537.16
TOTAL	\$ 124,039.76	\$ 449,496.71	\$ 573,536.47

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 5th day of October, 2020.

By: _____

Its: Chairman

Boxing It Up to Give Thanks

Seeking Support for Upshur County



Hello! My name is Hannah Povroznik, founder and campaign chairperson of Boxing It Up to Give Thanks. In 2017, high school student leaders established a service initiative titled Boxing It Up to Give Thanks. In essence, Boxing It Up provides complete traditional Thanksgiving meal to those in need throughout North Central WV. Last year alone, 34 pantries and school backpack programs across Harrison, Doddridge, Lewis, Marion, Monongalia, Upshur, and Taylor counties were served. Now in its 4th year of growth, the journey is challenged by COVID-19, rising food prices, and growing needs within pantries.

Since 2017, the committee of dedicated student leaders accomplished the following:

- Delivered 2,044 complete Thanksgiving meals (inclusive of a turkey), feeding a family of 6 for \$24 per box.
 - **Supported Upshur County Parish House with 50 boxes.**
- United 7 WV high schools and 3 college campuses to advocate for food security.
- Led guest speaker panels on Boxing It Up at Key Club's International Leadership Conference and District Conventions.
- **New for 2020**, published a children's book titled "Mella's Box" to mentor youth about food insecurity and community service.

A recap video of Boxing It Up's accomplishments can be viewed at tinyurl.com/yxdyko4 or by Googling "Boxing It Up to Give Thanks 2019"

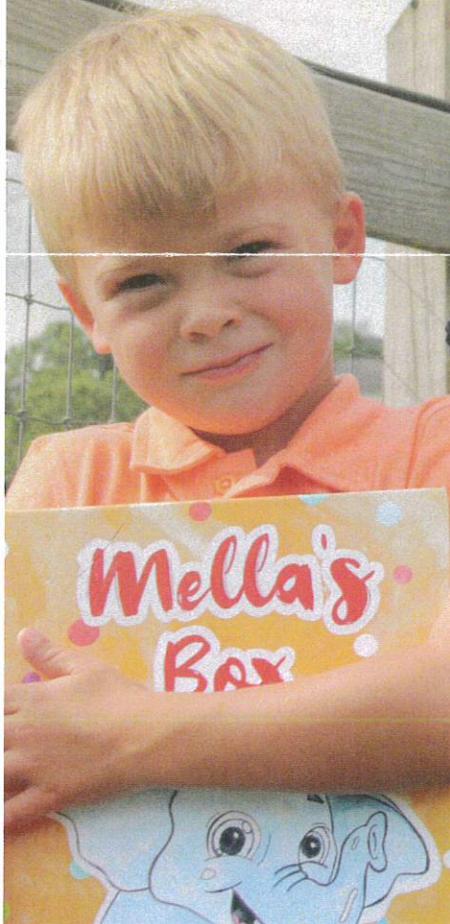
For 2020, Boxing It Up seeks to invite leaders of Upshur county to join this journey and support our mission at Thanksgiving to allow families to do what families do best: make memories! Amid the COVID-19 pandemic, we will continue to make a difference! We will inspire young leaders of tomorrow and teach the importance of community service.

The 2020 campaign goal was set at \$25,000 to continue to serve prior year's outreach, and I already fear it will not be enough. Like in past years, we will branch outward if donations afford us the opportunity. Would you consider joining Boxing It Up's team?

To make a monetary donation and read more about the campaign, please visit gofundme.com/boxingitup2020. GoFundMe is a simple and secure way to support this campaign and only requires a tip of \$1 to process electronically! Alternatively, checks can be mailed to Hannah Povroznik (c/o Boxing It Up), 403 Tupelo Ln. Bridgeport, WV 26330. Either way, we would be honored to capture your photograph with a Gold Donor sign and display on our social media pages. As always, follow us on Facebook!

In appreciation of your consideration, I am, most respectfully yours,

Hannah Povroznik
 (304) 672 - 1353
 Founder and Campaign Chairperson



Attachments To The
Master Lease - Purchase Agreement
Between
COUNTRY ROADS LEASING, LLC
AND
UPSHUR COUNTY COMMISSION
DATED 01/09/2020
EQUIPMENT SCHEDULE NUMBER 2

Equipment List	Attachment 1
Schedule of Payments	Attachment 2
Acceptance Certificate	Attachment 3
Form of Lessee's Counsel Opinion	Attachment 4
Resolutions of Governing Body	Attachment 5
Incumbency Certificate	Attachment 6
Essential Use Letter	Attachment 7
Insurance Coverage Agreement	Attachment 8
Small Issuer Certificate	Attachment 9
Payment Request Form	Attachment 10
IRS Form 8038, Form 8038G or Form 8038GC (As Applicable)	Attachment 11
Uniform Commercial Code Financing Statement(s)	Attachment 12
Municipal Addendum (If Applicable)	Attachment 13

EQUIPMENT LIST
(Acceptance Certificate No.2)

The Equipment which is the subject of that certain Master Equipment Lease-Purchase Agreement dated January 9, 2020, (the "Agreement") between Country Roads Leasing, LLC and Lessee is as follows:

One (1) New 2020 Ford Expedition VIN#1FMJU1GT6LEA78011

The above described
Equipment shall be
located at:

Upshur County Sheriff's Office
3891 West Main Street
Buckhannon, West Virginia 26201

LESSEE:

Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201

By: _____

Name: Terry Cutright
Title: President
Date: October 8, 2020

SCHEDULE OF PAYMENTS
(Acceptance Certificate No.2)

Pertaining to that certain Acceptance Certificate No.2 entered pursuant to that certain Master Equipment Lease-Purchase Agreement, dated January 9, 2020 (the "Agreement") between Country Roads Leasing, LLC ("Lessor") and Upshur County Commission ("Lessee").

All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment will be:

\$10,388.53 per year made for a term of 4 annual payments, with the first payment due on October 8, 2020 and each subsequent payment due on the like day of each year thereafter.

A portion of each Rental Payment is paid as and represents payment of interest as set forth on Amortization Schedule attached hereto. Lessee agrees to and shall pay all transportation and/or delivery costs if any.

B. LATE PAYMENTS.

PURSUANT TO SECTION 12.5 OF THE AGREEMENT, THERE WILL BE A LATE PAYMENT CHARGE FOR EACH THIRTY (30) DAY PERIOD, OR PART THEREOF, DURING WHICH SUCH EVENT OF DEFAULT OCCURS, EQUAL TO ONE AND ONE-HALF (1.5%) PERCENT, OR THE HIGHEST LEGAL RATE ALLOWED BY LAW, WHICHEVER IS LESS, OF THE DELINQUENT AMOUNT OF PRINCIPAL AND ACCRUED INTEREST OWED.

C. BUDGETARY PERIOD.

Lessee's budgetary period is from July 1 to June 30.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

LESSOR:

Country Roads Leasing, LLC
Post Office Box 217
Bridgeport, West Virginia 26330

LESSEE:

Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201

By: _____
Name: Jeffrey W Smell
Title: Sole Member

By: _____
Name: Terry Cutright
Title: President

Upshur County Commission 2020 Ford Expedition
Compound Period: Annual
Nominal Annual Rate: 3.350 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
Payment	10/08/2020	10,388.53	4	Annual	10/08/2023

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/08/2020				39,577.00
1	10/08/2020	10,388.53	0.00	10,388.53	29,188.47
2020 Totals		10,388.53	0.00	10,388.53	
2	10/08/2021	10,388.53	977.81	9,410.72	19,777.75
2021 Totals		10,388.53	977.81	9,410.72	
3	10/08/2022	10,388.53	662.55	9,725.98	10,051.77
2022 Totals		10,388.53	662.55	9,725.98	
4	10/08/2023	10,388.53	336.76	10,051.77	0.00
2023 Totals		10,388.53	336.76	10,051.77	
Grand Totals		41,554.12	1,977.12	39,577.00	

Last interest amount increased by 0.03 due to rounding.

ACCEPTANCE CERTIFICATE No. 2

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Master Equipment Lease-Purchase Agreement dated January 9, 2020 (the "Agreement") between Country Roads Leasing, LLC ("Lessor") and Upshur County Commission, ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition, and hereby accepts, all of the Equipment described on the attached Equipment List this 8th day of October 2020.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. Lessee confirms that it will make all Rental Payments set forth on the Schedule of Payments attached hereto as required by and in accordance with Article V of the Agreement.

4. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

5. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Equipment List.

6. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges: the organization or existence of Lessee; the authority of Lessee or its officers to enter into the Agreement; the proper authorization, approval and execution of the Agreement and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Agreement in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligation under the Agreement and the transactions contemplated thereby.

8. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

9. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

ATTEST:

By: _____
Name: Carol J. Smith
Title: County Clerk

LESSEE:

By: _____
Name: Terry Cutright
Title: President

Resolutions of Governing Body

LESSEE: Upshur County Commission

Master Equipment Lease-Purchase Agreement dated: January 9, 2020

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 8th day of October 2020, the following resolution was introduced and adopted.

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the members of the Upshur County Commission ("Lessee") have determined that a true and very real need exists for the equipment (the "Equipment") described in the Master Equipment Lease-Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. BEST INTERESTS OF LESSEE. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. AUTHORIZATION. The Agreement is hereby approved. The President of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The President or County Clerk of the Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATION. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

The undersigned certifies that the above resolution has not been repealed or amended and remains in full force and effect, and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Seal:

County Clerk

I hereby certify that I am the President of said governing body and that the foregoing is a correct copy of the resolution passed as therein set forth, and that the same is now in full force.

LESSEE:

<p>Upshur County Commission 91 West Main Street Buckhannon, West Virginia 26201</p>
--

By: _____
Name: Terry Cutright
Title: President

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting President of the Upshur County Commission, a political subdivision duly organized and existing under the laws of the State of West Virginia, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease-Purchase Agreement dated January 9, 2020 between such entity and Country Roads Leasing, LLC.

NAME	TITLE	SIGNATURE
Terry Cutright	President	_____
Carol J. Smith	County Clerk	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this 8th day of October 2020.

By: _____

Name: Terry Cutright

Title: President

Seal

ESSENTIAL USE LETTER

Reference is made to that certain Master Equipment Lease-Purchase Agreement, dated as of January 9, 2020, (the "Agreement"), between Country Roads Leasing, LLC, as Lessor and the undersigned, as Lessee. The Equipment, as such term is defined in the Agreement can generally be described as follows:

One (1) New 2020 Ford Expedition VIN#1FMJU1GT6LEA78011

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

LESSEE:

Upshur County Commission 91 West Main Street Buckhannon, West Virginia 26201

By: _____

Name: Terry Cutright

Title: President

Date: October 8, 2020

INSURANCE COVERAGE AGREEMENT

LESSEE:

**Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201**

LESSOR:

Country Roads Leasing, LLC
Post Office Box 217
Bridgeport, West Virginia 26330

Description of Equipment: One (1) New 2020 Ford Expedition VIN#1FMJU1GT6LEA78011

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable.

I further understand that all insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insured, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor; that each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies; and that the Net Proceeds (as defined in Section 8.01) of the insurance required in Article VII of the Agreement shall be applied as provided in Section 8.4 and 8.5 hereof.

Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

INSURANCE AGENT

Name Jared Mullen
Address: 1819 Electric Road, Ste. C
Roanoke, VA 24018
Phone 540-904-1837

INSURANCE COMPANY

WV Corp.
Policy: WV-UP-049-20
Email jmullen@riskprograms.com

By: _____

Name: Terry Cutright

Title: President

Date: October 8, 2020

SMALL ISSUER CERTIFICATE

Reference is made to, and this certificate is attached to and made a part of, that certain Master Equipment Lease-Purchase Agreement (the "Agreement") dated as of January 9, 2020 by and between Country Roads Leasing, LLC, as Lessor, and Upshur County Commission, as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreement) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

2. The parties assume and intend that the Agreement will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor either (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not reasonably withhold, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from lessor of such event, the amount which with respect to rental payments previously paid, will restore the after-tax yield on the transaction evidenced by the Agreement to that which it would have been had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.

3. The obligations of Lessee hereinunder which accrue during the term of the Agreement shall survive termination of the Agreement.

4. The parties agree that this attachment is an integral part of the Agreement.

DATE: October 8, 2020

LESSOR:

**Country Roads Leasing, LLC
Post Office Box 217
Bridgeport, West Virginia 26330**

LESSEE:

**Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201**

By _____
Name: Jeffrey W Smell
Title: Sole Member

By: _____
Name: Terry Cutright
Title: President

PAYMENT REQUEST FORM

Country Roads Leasing, LLC is hereby requested to facilitate payment to the person or corporation designated below as Payee, the sum set forth below such designation, in payment (of all/a portion) of the acquisition costs described below. The amount shown below is due and payable under a purchase order or contract with respect to the equipment item cost described below and has not formed the basis of any prior request for payment.

PAYEE: Jenkins Ford, Inc.

AMOUNT: \$38,424.00

DESCRIPTION OF EQUIPMENT: One (1) New 2020 Ford Expedition VIN#1FMJU1GT6LEA78011

LESSOR:

Country Roads Leasing, LLC
Post Office Box 217
Bridgeport, West Virginia 26330

LESSEE:

Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201

By _____

Name: Jeffrey W Smell

Title: Sole Member

By: _____

Name: Terry Cutright

Title: President

Date: October 8, 2020

ADDENDUM NO. 1
To
Master Lease-Purchase Agreement (the "Lease")
Dated January 9, 2020
By and Between Country Roads Leasing, LLC (the "Lessor") and
The Upshur County Commission (the "Lessee")

1. Pursuant to Section 8-12-11 of the West Virginia Code, as amended, the Lessee shall have the following options during each fiscal year of the Lease:

(a) The option to terminate the Lease and return the equipment without any further obligation on the part of Lessee;

(b) The option to continue the Lease for an additional rental period not to exceed one (1) year in length; and,

(c) The option to pay in advance at any time during any fiscal year the balance due under the Lease, with an appropriate rebate of the unearned interest or time-price differential, if any.

2. Lessee represents and certifies that the funds for the initial rental payment under this agreement are legally at the disposal of the Lessee for expenditure in the current fiscal year.

3. Any conflict between the terms and conditions of this Addendum and of the Lease shall be governed by the terms of this Addendum.

Dated: October 8, 2020

Country Roads Leasing, LLC
Post Office Box 217
Bridgeport, West Virginia 26330

Upshur County Commission
91 West Main Street
Buckhannon, West Virginia 26201

By: _____

Its: Sole Member

By: _____

Title: President

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Pursuant to the Master Equipment Lease-Purchase Agreement ("Agreement") dated January 9, 2020, schedule #2 dated as of October 8, 2020, Country Roads Leasing, LLC ("Lessor"), hereby gives notice to the Upshur County Commission, whose address is, Upshur County Commission 91 West Main Street, Buckhannon, West Virginia 26201, ("Lessee") of an Assignment between Country Roads Leasing, LLC and Freedom Bank, ("Assignee") whose address is 625 West Main Street, Bridgeport, West Virginia 26330, by which Lessor assigned to Assignee all of its rights, title and interest in and to the Agreement and the Exhibits incorporated therein (collective, the "Assigned Lease"), the Equipment, and to the Lease Payment ("Lease Payment") and other amounts due under the Assigned Lease.

Lessee hereby agrees to (1) reflect this transfer through the book entry system maintained by Lessee pursuant to the Agreement, and (2) commencing on October 8, 2020 with 4 annual payments in the amount of \$10,388.53 and other amounts due pursuant to the Assigned Lease are payable to and should be remitted to the Assignee at the following or such other address as may be designated by Assignee:

**FREEDOM BANK
625 West Main Street
Bridgeport, West Virginia 26330**

For purposes of the Assignment, by receipt hereof, Lessee acknowledges that Lessor has assigned its right, title and interest under the Assigned Lease as such right, title and interest pertain to the Agreement.

Please acknowledge below and return the original of this Notice and Acknowledgment of Assignment to Country Roads Leasing, LLC.

LESSOR: COUNTRY ROADS LEASING, LLC

By: _____
SOLE MEMBER

ACKNOWLEDGED: LESSEE

By: _____
Its: President
Date: October 8, 2020

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if **Amended Return**

1 Issuer's name
Upshur County Commission

2 Issuer's employer identification number (EIN)
5 5 6 0 0 0 4 0 6

3 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
91 West Main Street, Suite 101

4 City, town, or post office, state, and ZIP code
Buckhannon, West Virginia 26201

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
Terry Cutright, President

7 Telephone number of officer or legal representative
304-472-0535

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	39,577	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 10/08/2020			
9 Amount of the reported obligation(s) on line 8a that is:	9a	39,577	00
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d		
d For leases for other (see instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: **Freedom Bank**

13 Vendor's or bank's employer identification number: **5 5 0 1 2 2 1 8 5**

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: **10/08/2020** Date

Terry Cutright, President Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ► Firm's EIN ►

Firm's address ► Phone no.

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9j, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Coronavirus Disease (COVID-19) SICK LEAVE POLICY
Effective March 20, 2020

The purpose of this policy is to provide payment of wages to employees that are unable to work and/or telework due to potential exposure to COVID-19 or quarantine orders due to confirmed exposure or contraction of COVID-19 per the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

An employee shall immediately notify their Supervisor if they are experiencing symptoms of COVID-19, suspect a potential exposure, have confirmed exposure, are being tested, receive positive test results or are ordered to quarantine due to COVID-19. Employees that have been ordered to quarantine by the Upshur-Buckhannon Health Department or their attending physician must provide a copy of their quarantine orders to their Supervisor and the Office of the Upshur County Commission. The employee's Supervisor will coordinate action to be taken with the County Administrator on a case by case basis. In no case should an employee report to work under any of the aforementioned circumstances, until they are directed to do so by their Supervisor.

If an employee experiences direct exposure to an individual whose test results are pending, they will be requested to self-quarantine until the results are available. If the contact is not willing to share their test results or if the test results are positive, the employee will be required to obtain a PCR COVID-19 test. If the test results are negative, the employee shall return to work immediately as long as they are not experiencing symptoms; if the test results are positive the employee shall be required to quarantine per Order of the Upshur-Buckhannon Health Department's or their attending physician. Employees that have tested positive, or are ordered to quarantine by the Upshur-Buckhannon Health Department or their attending physician due to confirmed exposure, will be required to provide negative test results to the Office of the Upshur County Commission before they will be permitted to return to work.

Per the CARES Act, all health insurance providers are required to cover COVID-19 tests at 100% without cost share, though some plans may have limitations on the number of tests that may be obtained free of charge. If an employee does not have County health insurance, they should verify coverage and network providers with their health insurance prior to obtaining a test.

In the event that an employee is unable to report to work or telework due to COVID-19, their Supervisor shall provide the number of scheduled work hours missed during each pay period to the County Administrator on payroll Monday. The County Administrator shall then forward a request to the Deputy County Clerk/Bookkeeper to add the same number of hours to the employee's sick leave balance; thus, ensuring that the employee continues to be paid for their normal scheduled work hours and does not deplete their sick leave balance as a result of potential exposure to COVID-19 or quarantine orders due to confirmed exposure or contraction of COVID-19.

Coronavirus Disease (COVID-19) TRAVEL POLICY
Effective March 20, 2020

The purpose of this policy is to protect employees and residents of Upshur County to the greatest extent possible during the current COVID-19 Pandemic and State of Emergency.

During the Governor's State of Emergency Declaration regarding COVID-19, employees are required to notify their immediate Supervisor in advance of any out of state travel. Their Supervisor and/or the Upshur County Commission retain the right to require the employee to obtain a COVID-19 test prior to their return to work. Testing requirements will be reviewed on a case by case basis. The COVID-19 Sick Leave Policy will apply to days of work missed while awaiting COVID-19 test results.

Per the CARES Act, all health insurance providers are required to cover COVID-19 tests at 100% without cost share, though some plans may have limitations on the number of tests that may be obtained free of charge. If an employee does not have County health insurance, they should verify coverage and network providers with their health insurance prior to obtaining a test.

Remote Work Policy

Telecommuting is a work arrangement that allows employees to work at home or at some other off-site location for all or some of their regularly scheduled work hours. Working remotely is a voluntary arrangement that can only occur by a formal agreement between the Elected Official and employee unless the county has declared a state of emergency and remote work is immediately necessary. During a state of emergency, remote work may be approved by a formal agreement between the Department Supervisor and employee in coordination with the County Administrator. The approval to work remotely is managed on a case-by-case basis and each decision to provide this flexibility will be made on its own merits.

A "Remote Work Request Form" must be completed and executed by the appropriate parties prior to beginning remote work. Work performed remotely or from home is considered official business; therefore, departments may establish specific conditions that apply to employees engaged in remote work.

Termination of the Remote Work Agreement: The Commission and/or Elected Official or Department Supervisor reserves the right to modify the remote work arrangement at any time. Employees may be required to return to the central workplace if deemed as having performance or work conduct problems, or if the Commission/Elected Official feels it is in the best interest to modify or suspend the arrangement, either permanently or temporarily.

Compensation and Hours of Work: The employee's compensation, benefits and work responsibilities will not change due to the participation in a remote work agreement. The amount of time and hours that the employee is expected to work will not change due to the participation in a remote work arrangement. Hours of work should remain the same unless specified in the agreement by the Elected Official/Department Supervisor. Employees must be available to attend scheduled meetings and participate in other required office activities at the off-site location as needed. Normal procedures will be followed for the approval of overtime and use of leave. Sick leave, vacation and holiday time still apply in an off-site work environment. Should the employee become ill, normal sick leave practices apply. Nonexempt employees are responsible for reporting all hours worked each week. Failure to maintain proper time records can result in the termination of the remote work agreement.

Compliance with Policies: While working remotely, employees must adhere to all the conditions in the Employee Handbook. Violation of the policies may result in the termination of the remote work arrangement and/or disciplinary action, up to and including dismissal.

Work Expectations: The employee agrees to follow the work schedule provided to them, apply themselves to work, uphold high-quality standards, meet deadlines and be available to communicate with their co-workers, supervisor(s) and members of the community during work hours.

Equipment/Furnishings/Office Supplies: The Commission does not provide telecommuting employees with equipment or office furnishings for their off-site offices. If a Department has an office laptop or other equipment designated for their office, that equipment may be used at

the off-site location at the discretion of the respective Elected Official/Supervisor. Employees are responsible for equipping and maintaining their off-site office so that they can accomplish their work in an efficient and expeditious manner. Employees are responsible for providing office furnishings at their own expense. The Commission will provide common office supplies such as paper, pencils, pens and paper clips, for employees' use at their off-site location. Only equipment owned by the Commission and on loan to the employee is covered by the Commission's insurer. All other equipment is to be covered by the employee's personal insurance provider. When employees are authorized to use their own equipment, the Commission will not assume responsibility for costs of repairs, maintenance, or service.

Security: Employees are encouraged to use secure remote access procedures and are responsible for the security of all documents and records in their possession while working remotely. Employees shall not connect to public Wi-Fi and shall only connect to the internet through a secure, encrypted network that is password protected. Devices should be locked when not in use and devices should be set to log out or lock automatically after a few minutes of inactivity.

Liability: Employees are advised to choose a safe and secure location to work from, and to maintain high levels of safety. The Commission assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability damages to employee's real or personal property resulting from working remotely. Worker's compensation coverage is limited to designated work areas in the employee's homes or alternate work locations. Employees must follow normal procedures for reporting illness or injury.



Remote Work Request Form

Complete this form to request a remote work arrangement and obtain approval from your Elected Official*. Department operations and office coverage will be considered before requests are approved.

Employee Complete:

Name:

Department:

Remote Work Begin Date:

Remote Work End Date:

The address at which employee will work is:

**The employee is covered by worker's compensation and must report accidents within 24 hours to his or her supervisor. Employees will be required to inspect their off-site work location daily for safety and ergonomics.*

1. The employee's proposed telecommuting work schedule will be (days and hours):

Telecommuting Days: Mon Tues Wed Thurs Fri

Telecommuting Time: Start Time: _____ Finish Time: _____

Total Telecommuting Hours/Day: _____

2. The procurement of software, hardware, communication lines, etc. will be made between the supervisor and the employee. The employee is liable for any damage to County property resulting from abuse and is responsible for securing data.

No County owned equipment will be used at the remote work location.

The following County owned equipment will be used at the remote work location:

Equipment (device name & model #):

Equipment: (device name & model #)

**If equipment is being utilized, the attached "Employee Property Agreement" must be completed and filed with the Upshur County Commission. **

*During a state of emergency, this form may be executed by the Department Supervisor and employee in coordination with the County Administrator.

Additional Comments:

I have discussed telecommuting with my supervisor and understand that my request does not guarantee that I will be eligible to telecommute. I have read the Remote Work Policy adopted by the Upshur County Commission and understand that it is not an entitlement and that it is not appropriate for every employee. I understand telecommuting can be terminated at any time by the Upshur County Commission, my supervisor, or me.

Printed Name:**Signature:****Date:****Elected Official / Supervisor Complete:****Approval** _____**Disapproval** _____**Reason:****Signature:****Date:****Commission Approval / County Administrator during state of emergency:**

IN THE COUNTY COMMISSION OF
UPSHUR COUNTY, WEST VIRGINIA

REMOTE WORK EMPLOYEE PROPERTY AGREEMENT

The Upshur County Commission ("Upshur County") requires its employees to return any Upshur County owned property in their possession once the Remote Work Agreement is terminated. This agreement sets forth what property the employee receives in the course of their employment and describes the procedures by which the property should be returned to Upshur County, including Upshur County's recourse in the event the property is not returned. This agreement is intended to comport with W. Va. Code §21-5-4 and permit Upshur County to deduct the replacement cost of any employer property not immediately returned by the employee upon termination of the Remote Work Agreement from the employee's final paycheck.

I, _____,
do hereby swear or affirm, under penalty of perjury, that I assent to the terms of this agreement as follows: (Please initial beside each section)

_____ 1. Upshur County has provided to me certain property in the course of and for use in performing my job remotely.

_____ 2. The value of the property provided by Upshur County to me in the course of and for use in performing my job exceeds one hundred dollars (\$100.00).

_____ 3. An itemization of the Upshur County property provided to me, including replacement cost(s) for those items, is as follows:

Item	Replacement Cost

_____ 4. I acknowledge that upon the expiration of the Remote Work Agreement, I shall immediately return all Upshur County property itemized above back to Upshur County.

_____ 5. I acknowledge and agree that should I fail to timely return the specified items; the replacement cost of such items may be recovered by Upshur County from my properly due and owing final wages.

Signature

Date

STATE OF _____
COUNTY OF _____, to wit:

Taken, subscribed, and sworn to before me this _____ day of _____,

My commission expires: _____

Notary Public

CAROL J. SMITH
UPSHUR COUNTY CLERK

Upshur County Courthouse
40 West Main Street, Room 101 • Buckhannon, West Virginia 26201
Telephone: (304) 472-1068 • Fax: (304) 472-1029

October 5, 2020

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

Dear Honorable Commissioners:

Please approve the temporary hiring of Election Workers beginning on or around October 21, 2020 and ending on or around November 10, 2020. These temporary workers will assist with processing absentee ballots, work during the Early Voting period and provide assistance during the Canvassing process.

Thank you for your consideration.

Sincerely,



Carol J. Smith
Upshur County Clerk



26th Judicial Circuit Community Corrections
Day Report Center



Upshur County
43 WBUC Road
Buckhannon, West Virginia 26201
Phone: (304) 472-9548
Fax: (304) 472-8735

Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

October 6, 2020

Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioners,

On behalf of the 26th Judicial Circuit Community Corrections Board I am requesting the hire of Cory Elliott as a full-time 40 hours per week Case manager for our Lewis County office. His starting rate of pay will be \$12.50 per hour. His start date will be October 12, 2020. Corey will be filling the vacant position left by previous case manager James Lough. The Community Corrections Board had a special meeting on September 28, 2020 and voted unanimously on the approval of this hire. If you have any questions feel free to contact me.

Sincerely,

Cheyenne Troxell
Program Director

26th Judicial Circuit Community Corrections
Day Report Center

Upshur County
43 WBUC Road
Buckhannon, West Virginia 26201
Phone: (304) 472-9548
Fax: (304) 472-8735



Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

September 30, 2020

Upshur County Commission
91 W. main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioners,

On September 14, 2020 the Community Corrections Board approved the purchase of a 2020 Jeep Grand Cherokee from the state contract bid at Stephen's Auto. This vehicle will be used to replace the 2004 Ford Explorer and 2007 Ford Expedition both of which are unreliable and unsafe. Both vehicles are currently on the county auction site. The total cost of the 2020 Jeep Grand Cherokee is \$26,059.00 and will be purchased through Community Corrections local fund. We are requesting a check for the amount on the invoice which is \$26,059.00. If you have any questions please feel free to contact me.

Sincerely,

Cheyenne Troxell
Program Director

Class 7 - Automobile
Mid Size Utility

Vendor Name: Stephens Auto Center Vendor Contact: Mike Ballard
 Manufacturer/Brand: FCA Jeep Phone No.: 304-369-2411
 Model Name & Number: Grand Cherokee WKJH74 Email: mballard@stephensauto.com

Vehicle Requirements:

Classification: Mid Size Utility
 Drive: 4 Wheel/All Wheel
 Passenger seating: minimum including driver
 Doors: 4, minimum
 Wheelbase: 109 in., minimum
 GVWR: 6100 lbs. min, 7300 lbs. max.
 Engine: 6 cylinder minimum

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
PSC	Billet Silver
PW7	Bright White
PXJ	Diamond Black
PAU	Granite Crystal
PDN	Sting Gray
PRV	Velvet Red
PUW	Walnut Brown

Additional Requirements:

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specifications.

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	25	18	\$26,059.00	\$38,128.44
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

*Options:

FOB Dealership (Deduct) N/A
 FOB Other than Metro Charleston - Per Mile \$ 2.00

*Note - The above delivery "options" above are not evaluated as part of the award.

Sgt Rodney Adenshaw
 Project Director
 Lewis & Clark Comm. Correction
 Sgt. [Signature]

9.30-20

STEPHENS AUTO CENTER
 P.O. Box 278 • Danville, WV 25053
MIKE BALLARD
 F-150 Sales
 mballard@stephensauto.com
 (304) 369-2411 Ext. 33
 Fax (304) 369-2490
 Mbl (304) 687-1315

F-150 LIMITED

Elkins Road Public Service District

4536 Old Elkins Road
Buckhannon, WV 26201
304-472-3008 (M-thru-F)
Fax 304-472-2028

Board of Directors
Carey A. Wagner, Chair/Treasurer
Larry J. Heater, Secretary
Sonny Matthews, Board Member

October 2, 2020

Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Attn: Tabatha Perry, Assistant County Administrator

Re: Annual Independent Audit for 07/01/19 – 06/30/2020

Dear Tabatha,

Enclosed is a copy of our independent audit for fiscal year 07/01/19 through 06/30/2020 which was prepared by Tetrick & Bartlett, PLLC.

If you have any questions, please contact our office at 304-472-3008.

Sincerely,


Carolyn Douglas
Office Manager

/cd

Enclosure

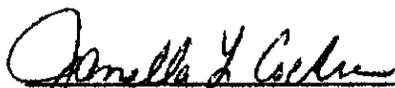
LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF August 2020		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$415	\$190
CHECK	\$30	\$15
E STORE CREDIT CARD	\$180	\$110
SUBTOTAL	\$625	\$315
SPAY/NEUTER DEPOSIT		
CASH	\$800	\$300
CHECK	\$0	\$0
E STORE CREDIT CARD	\$400	\$50
SUBTOTAL	\$1,200	\$350
BOARD RESCUE		
CASH	\$50	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$20	\$20
SUBTOTAL	\$70	\$20
MICRO-CHIPPING		
CASH	\$0	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$13	\$0
SUBTOTAL	\$13	\$0
DONATIONS		
CASH	\$20	\$0
CHECK	\$250	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$270	\$0

OTHER			
TOTAL		\$2,178	\$685

EXPLANATION:

LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(August) 2020

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	4	0	4
Cats brought in by Animal Control Officer	0	2	2
Cats brought in by County Residents	17	16	33
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	5	0	5
Cats Quarantined	0	0	0
Cat returned to owner	1	0	1
Cats Escaped	1	1	2
Adoptions:			
With Charge	9	5	14
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	6	4	10
Euthanasia:			
Owner Request	0	0	0
Other	7	6	13


 Signature

9-9-2020
 Date

LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (September 9, 2020)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (August) 2020

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	8	12	20
Other Animals brought in by Animal Control Officer	2	1	3
Dogs brought in by County Residents	14	2	16
Dogs brought in by Law Enforcement	0	0	0
Dogs in Drop Box	0	0	0
Dogs Quarantined	1	0	1
Dogs Returned to Owner	6	5	11
Dogs Escaped	0	0	0
Adoptions:			
With Charge	13	4	17
Without Charge	0	0	0
Rescues:			
With Charge	2	2	4
Without Charge	6	4	10
Euthanasia:	0	0	0
Owner Request	2	0	2
Other	0	0	0
Total	54	30	84

Jamilla L. Cochran
 Signature

9-9-2020
 Date

Jason.Knicely, ANIMAL CONTROL / HUMANE OFFICER

MONTHLY ANIMAL REPORT

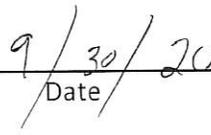
August

TRANSACTION	#
Animals picked up by ACO:	
Dogs	11
Other	
Animals returned to Owner by ACO:	0
Dogs	0
Other	0
Animals Delivered to LUACF:	0
Dogs	11
Other	13
Animals Quarantined by ACO:	7
Dogs	0
Other	0
Animals Terminated:	0
Dogs	0
Other	0
Total Number of Hours Involved	80

Signature



Date



**UPSHUR COUNTY BUILDING PERMITS
SEPTEMBER 16, 2020 - SEPTEMBER 30, 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
9/17/2020	8286	80466	MCDANIELS, GLINN	877 SHAWNEE DR, BUCKHANNON, WV 26201	\$800.00	\$15.00		CHECK	8' X 16' PORCH AND ROOF	SELF
9/17/2020	8287	5515	WILT, STANLEY F II	75 MEMORY LN, BUCKHANNON, WV 26201	\$6,000.00	\$15.00		OL	30' X 40' GARAGE	SELF
9/17/2020	8288	81941	BOSLEY, JOSEPH AND C DARLENE	849 SHAWNEE DR, BUCKHANNON, WV 26201	\$290,000.00	\$15.00		CHECK	30' X 60' NEW HOME	CLIFFORD BILKER, 1405 N 16TH ST. CLARKSBURG, WV 26301
9/21/2020	8289	80548	SASSO, VALERIE	1351 E IRVING PARK RD, ITASCA, IL 60143	\$15,000.00	\$15.00		OL	CHANGING ANTENNAS; REMOVAL OF OUTDATED EQUIPMENT FROM TOWER; ADDING FIBER TO REPLACE COAX	MASTEC NETWORK SOLUTIONS LLC, 1825 PONCE DE LEON BLVD #543, CORAL GABLES, FL 33134
9/21/2020	8290	11153	PHILLIPS, ALETHA	315 BAILEY RIDGE RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		MONEY ORDER	12' X 32' PREFAB BUILDING	SELF
9/21/2020	8291	NEW	PATTERSON, JEFF	49 HONEY HILL DR, BUCKHANNON, WV 26201	\$7,500.00	\$15.00		CHECK	HOUSE TRAILER WITH UNDERPINNING AND PORCHES	SELF
9/21/2020	8292	16840	PETTIS, KENDALL	67 OTTER RUN RD, FAIRMONT, WV 26554	\$1,100.00	\$15.00		CHECK	12' X 24' STORAGE BUILDING WITH ROOM ON TOP	SELF
9/22/2020	8293	82	CRISS, BRIAN	3407 OLD WESTON RD, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CHECK	NEW METAL ROOF AND NEW SOFFIT, FACIA, GUTTERS	SELF
9/22/2020	8294	14717	LONG, JACK	129 JASPER WAY, FRENCH CREEK, WV 26218	\$1,500.00	\$15.00		CHECK	LEAN-TO ON SIDE OF EXISTING BUILDING	SELF
9/22/2020	8295	80352	BARNETT, JOSHUA	1142 BAILEY RIDGE RD, BUCKHANNON, WV 26201	\$4,500.00	\$15.00		CHECK	10' X 16' PREFAB BUILDING	SELF
9/22/2020	8296	439	DEAN, JOSHUA AND ERICA	201 COTTONWOOD DR, BUCKHANNON, WV 26201	\$65,000.00	\$15.00		OL	SINGLE WIDE MANUFACTURED HOME	CLAYTON HOMES, PO BOX 4098, MARYVILLE, TN 37802
9/22/2020	8297	NEW	LEWIS, CHERYL	9776 ALEXANDER RD, FRENCH CREEK, WV 26218	\$65,000.00	\$15.00		OL	30' X 32' CABIN	SELF
9/22/2020	8298	NEW	LEWIS, CHERYL	9776 ALEXANDER RD, FRENCH CREEK, WV 26218	\$75,000.00	\$15.00		OL	30' X 32' CABIN WITH 20' X 30' BASEMENT	SELF
9/23/2020	8299	4998	STARKEY, TIP	134 STARKEY COVE DR, BUCKHANNON, WV 26201	\$1,800.00	\$15.00		CHECK	16' X 16' ROOF ON BACK PORCH	SELF
9/23/2020	8300	80751	STARKEY, TRENT	578 STARKEY COVE DR, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		CHECK	16' X 45' DOG KENNEL	SELF
9/23/2020	8301	7322	COGAR, DONALD	298 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$500.00	\$15.00		CHECK	11' X 32' BUILDING; SHED ON SIDE OF GARAGE; REMOVAL OF 11' X 32' BUILDING	SELF
9/23/2020	8302	NEW	KITTLE, DONNIE G	86 NIMBUS RD, BUCKHANNON, WV 26201	\$7,000.00	\$15.00		CASH	14' X 28' APARTMENT	SELF
9/23/2020	8303	10581	KESLING, JEN	830 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$2,600.00	\$15.00		OL	KENNEL AND CHAIN LINK FENCE IN BACK YARD	SELF
9/25/2020	8304	8054	WHITE, GREG AND DIANA	140 HUNTER DR, BUCKHANNON, WV 26201	\$3,700.00	\$15.00		OL	STORAGE BUILDING	SELF
9/28/2020	8305	6756	JACK, HERBERT DAVID	282 JACK LN, BUCKHANNON, WV 26201	\$35,000.00	\$15.00		CC	GARAGE ADDITION	SUNNYSIDE CONSTRUCTION, 118 EAST MAIN ST, BUCKHANNON, WV 26201

9/28/2020	8306	10367	HJLON, GARY	4317 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CC	NEW ROOF-SHINGLES	H2 GROUP LLC, 2403 OLD WESTON RD, BUCKHANNON, WV 26201	
9/28/2020	8307	224	MORRIS, THOMAS JR AND MICHELLE	45 KRAFT ST, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CHECK	30' X 50' GARAGE; ADDITION TO HOME	SELF	
9/28/2020	8308	5516	WALSH, JOHN M	786 STONY RUN RD, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CHECK	METAL ROOF ON BARN; BATHROOM IN BARN	SELF	
9/28/2020	8309	81001	REESE, ANDREA	15 UPPER SAND RUN RD, BUCKHANNON, WV 26201	\$500.00	\$15.00		OL	OUT BUILDINGS; GREENHOUSE; BACK PORCH; RETAINING WALL	SELF	
9/30/2020	8310	2865	MALCOLM, PEGGY J	98 GREENBRIER DR, BUCKHANNON, WV 26201	\$2,400.00	\$15.00		CC	RE-ROOFING	SELF	
9/30/2020	8311	12816	MCLEAN, STEVEN	833 SHAWNEE DR, BUCKHANNON, WV 26201	\$400.00	\$15.00		CASH	12' X 16' BUILDING	SELF	

TOTAL	TOTAL	TOTAL
\$626,300.00	\$390.00	\$0.00

GRAND PROJECT TOTAL	GRAND BP TOTAL	GRAND FP TOTAL
\$717,646.00	\$555.00	\$0.00

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, October 8, 2020

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - August 20, 2020
- V. Report and/or action on Pending Cases
 - 061418-03 (Best/Runyon) – Review photographs of property
 - 061120-02 (Rhodes) – Review photographs of property
 - 061120-03 (Keener) – Review photographs of property
 - 070920-01 (Hensil) – Obtain update from Health Dept.
- VI. Consider requests to establish new cases
 - 1 new Complaint
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, November 12, 2020 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.



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

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

Date: October 8, 2020

Time: 2:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: September 2020

BUSINESS ITEMS – Discussion/Update/Action

- Locally important soils – Update from John
- Review/Ranking of Halle application
- Review Queen ranking criteria

FINANCIAL MATTERS – Discussion/Update/Action

- FY20 Financial Spreadsheet / Financial Report
- Payment of Bills / Invoices ---
 - o Saddleback Services

OTHER BUSINESS –

DATE OF NEXT MEETING

ADJOURNMENT

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

October 21st, 2020 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of September 24th, 2020 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

New Business:

Tabled Items:

FY 21 Budget

Election of Officers (October 2020)

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

Fundraising Committee at 11:30 am

- SVFD HayRide
 - Story trail/ refreshments
- Santa's Workshop
 - Sign ups
 - Shopping
 - Video preparation
- Christmas at Curry
 - Release
 - Flyers
 - Corporate donations
 - Live nativity
 - Bear Factory toy concession
- Winter Raffle (Bev Fantasia/ Santa's donation)
 - Tickets
 - Adverts
- Bear Factory Birthdays
 - Flyer for hand out
 - Inventory