

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-717-275-8940 or 1-712-832-8330
Access Code: 898 8882 to enter the conference call
- Date of Meeting: October 29, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- October 8, 2020
 - October 19, 2020 – Special Meeting
 - October 22, 2020
- 9:15 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 4
- 1:00 p.m. Public hearing on the 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. * Page 5-18

Items for Discussion / Action / Approval:

1. Correspondence from Larry W. Brown requesting an extension to complete the requirements of the Upshur County Building Permit Ordinance and Upshur County Floodplain Ordinance set forth within the Commission's letter dated October 8, 2020 pertaining to the property located in Banks District, Tax Map 5T, Parcel 24. * Page 19
2. Correspondence from R. Dennis Xander requesting reappointment to the Upshur County Building Commission. Mr. Xander's current term expires November 10, 2020 and upon approval his new term will expire on November 10, 2025. * Page 20
3. 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, Remote Work Request(s).

For Your Information:

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

1. Correspondence from Joseph Armstrong, Chairperson of the WV Court Security Board, announcing the approval of a Court Security Fund Grant in the amount of \$71,289 for the purpose of enhancing the county's court security. Page 21

2. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- | | | |
|-------------------------------------|------------------|----------------|
| • Upshur County Public Library | October 21, 2020 | <u>Page 22</u> |
| • Buckhannon-Upshur Board of Health | November 5, 2020 | <u>Page 23</u> |

c) Meeting Minutes:

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|--|--------------------|-------------------|
| • Upshur County Solid Waste Authority | September 14, 2020 | <u>Page 24-26</u> |
| • Upshur County Fire Board | September 15, 2020 | <u>Page 27</u> |
| • Upshur County Public Library Board of Trustees | September 16, 2020 | <u>Page 28-30</u> |

d) Meetings:

- 11/04/20 5:00 p.m. Elkins Road PSD
- 11/03/20 4:00 p.m. Hodgesville PSD
- 11/05/20 7:00 p.m. Banks District VFD
- 11/05/20 7:00 p.m. City Council of Buckhannon
- 11/05/20 7:00 p.m. Selbyville VFD
- 11/09/20 12:00 p.m. Upshur County Family Resource Network
- 11/09/20 4:30 p.m. Upshur County Solid Waste Authority
- 11/09/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 12/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 11/10/20 7:30 p.m. Adrian VFD
- 11/05/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 11/18/20 7:00 a.m. Upshur County Development Authority – Exec. Board
- 11/11/20 12:00 p.m. Upshur County Senior Center Board
- 11/11/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 11/11/20 7:00 p.m. Warren District VFD
- 11/05/20 3:00 p.m. Adrian PSD
- 11/11/20 3:00 p.m. Tennerton PSD
- 11/12/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 11/12/20 7:30 p.m. Buckhannon VFD
- 11/09/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 11/19/20 6:30 p.m. Upshur County Youth Camp Board
- 11/15/20 6:00 p.m. Washington District VFD
- 11/16/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 11/18/20 4:00 p.m. Upshur County Public Library Board
- 11/20/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 11/17/20 6:30 p.m. Upshur County Fire Board, Inc.
- 11/24/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 11/11/20 7:00 p.m. Ellamore VFD
- 11/18/20 12:00 p.m. Lewis Upshur LEPC
- 11/19/20 2:00 p.m. Upshur County Farmland Protection Board – Special Meeting
- 10/28/20 10:00 a.m. James W. Curry Advisory Board
- 11/30/20 7:00 p.m. Upshur County Fire Fighters Association
- 11/11/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau

3. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative
- Upshur County Building Commission (Joe Malcolm – 11/20/2020)

****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
November 5, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

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."

NOTICE OF PUBLIC HEARING BY THE UPSHUR COUNTY COMMISSION

The Upshur County Commission ("Commission") has scheduled three readings and a public hearing on the renewal of their Cable Franchise Ordinance with Suddenlink, excluding the municipality of Buckhannon. The readings and public hearing will be held in the Commission Meeting Chambers located in Room 301 of the Upshur County Courthouse Annex, 38 West Main Street, Buckhannon, West Virginia, 26201.

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|--------------------------|----------|----------|------------------|
| • First Reading | 10:30 am | Thursday | October 1, 2020 |
| • Second Reading | 10:30 am | Thursday | October 8, 2020 |
| • Public Hearing | 1:00 pm | Thursday | October 29, 2020 |
| • Third Reading/Adoption | 10:30 am | Thursday | November 5, 2020 |

Parties in interest may appear before the Upshur County Commission (the "Commission") and may be heard as to whether the following described Ordinance adopted by the Commission shall be revised as recommended.

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

A copy of the Ordinance is available for public review on the County's website at: https://www.upshurcounty.org/county_ordinance/index.php# and on file for review during regular office hours in the office of the Upshur County Commission at 91 West Main Street, Suite 101, Buckhannon, West Virginia.

Comments may be submitted in person at a reading or public hearing or via the Cable Franchise Renewal Comment Form found with the draft Ordinance on the County's website.

Published at the direction of the Upshur County Commission on October 6, 2020 and October 13, 2020.

Terry B. Cutright

Terry B. Cutright, President

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

To Upshur County Commission

I Larry Brown want to request
for more time for completing
required tasks requested by
the Upshur County Commission.

Waiting to here from Commission about
requested Building being on
Skid runner.

Larry Brown

R. Dennis Xander

Buckhannon, WV 26201

Xander@DenexPetroleum.com

October 27, 2020

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

RE: Reappointment to the Upshur County Building Commission

Dear Commissioners,

This letter serves as my official request for reappointment to the Upshur County Building Commission. My current term expires on November 10, 2020. I would appreciate the opportunity to continue to serve on this board. This reappointment would be for a five-year term to expire on November 10, 2025.

Should have any questions regarding this request, please do not hesitate to contact me.

Thanking you for your cooperation and consideration and with best regards, I remain,

Very truly yours,

A handwritten signature in blue ink that reads "Dennis Xander". The signature is written in a cursive, flowing style.

R. Dennis Xander

SUPREME COURT OF APPEALS
STATE OF WEST VIRGINIA
ADMINISTRATIVE OFFICE

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



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

October 8, 2020



The Honorable Terry Cutright
President
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201

Dear Commissioner Cutright:

I am pleased to inform you that the Court Security Board has approved a Court Security Fund Grant to the Upshur County Commission in the amount of \$71,289.00, for the purpose of enhancing the county's court security.

The West Virginia Division of Administrative Services / Justice and Community Services, the administrative agency for the Court Security Fund Grant Program, will be in contact with the Project Director concerning grant administration.

We share a common goal of protecting our citizens and communities against the threat of crime and violence. Your participation in this project is a positive step towards achieving that goal.

Please contact me if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Armstrong".

Joseph Armstrong
Chairperson
West Virginia Court Security Board

KLP/anm

c: Ms. Tabatha Perry

**UPSHUR COUNTY PUBLIC LIBRARY
Board of Directors Meeting Agenda
Wednesday, October 21, 2020, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
- VI. New Business
 - A. Ramp Dinner 2021 Planning
 - i. Date
 - ii. COVID-19 changes?
- VII. Friends of the Library update – Ann Slaughter
- VIII. Setting date of next Board meeting
- IX. Adjournment



**Board of Health Meeting Agenda
Thursday, November 05, 2020
6:00pm**

- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
- C. Consent Agenda
 - C.1 Approval of the September 03, 2020 Minutes.
- D. Financial Report – Melinda Law
Grant information
- E. Departmental Reports
 - E.1 Environmental - Chris Garrett, RS
 - E.2 Nurse Director – Sue McKisic, RN
 - E.3 Medical Director – Dr. Joseph Reed
 - E.4 Threat Preparedness Report – Patty Thrasher
 - E.5 Administrator's Report – Sue McKisic, RN
- F. Harm Reduction Program – Report from Laura Jones, Milan Puskar Health Right
- G. Correspondence & Information
 - G.1 COVID-19 Updates
- H. Strategic Issues for Discussion and / or vote
- I. Board Member Comments and Announcements
 - I.1 Larry Carpenter
 - I.2 Teresa Kee
 - I.3 Amy Queen
 - I.4 Kessa Thorpe
- J. Board Chairman Comments and Announcements
- K. Executive Session – As needed
- L. Adjournment

POSTED: 10/21/2020

Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
September 14, 2020

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Recycling Garage next to the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 p.m. on September 14, 2020. The meeting was moved to the Recycling Garage to ensure social distancing.

Present at the meeting were: Joyce Harris-Thacker, James S. "Jay" Hollen, III, Mary Gower and Belinda Lewis. Jackie McDaniels and Paul Richter did not attend the meeting. A quorum was present. There were no guests.

Minutes of the August 10, 2020 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes was made by Mary and seconded by Jay. Motion carried. The minutes were approved and signed by the Chair and Director.

The Financial Report for August was presented by the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering August 2020 were presented. The ending balances for the accounts are as follows:

	<u>July</u>	<u>August</u>
• REAP Account	\$ 2,286.58	\$ 2,232.39
• SWMB Account	\$ 100.00	\$ 100.00
• Money Mkt Account	\$ 19,560.52	\$ 19,561.18
• Operating Account	\$ 12,049.45	\$ 21,253.75

A motion to accept by Mary and seconded by Jay. Motion carried. The financial report for August was approved.

Director's Report:

Belinda Lewis presented a written copy of the Director's Report for the period from August 11, 2020 through September 14, 2020, a copy of which is attached as part of the minutes. She talked about the Shred-It Event, EDDM mailings and a mouse in the office.

Old Business:

Belinda reported that she has been working closely with Jessica Kirk to participate in the Small Government Monitoring Project. She is submitting information as it is requested.

The September 14, 2020 Shred-It event was discussed. Belinda reported that there had been 77 participants and that she received a telephone call from resident Ellen Nichol, commending the UCSWA for the manner in which this event was offered. A discussion was held about possibly using the Transfer Station as a place for April's Shred-It event. This will be discussed closer to the date of the next Shred-It event.

New Business:

Discussion was held about the UCSWA meetings in October, November and December. A motion to cancel the October 12, 2020 meeting was made by Jay and seconded by Mary. Motion carried. The motion to cancel the October meeting was approved. November and December meetings will be held as scheduled. Belinda was directed to advertise the cancellation of the October meeting.

Belinda presented the DEP Sworn Statements of Expenditures to be signed and notarized. A motion to approve these statements was made by Jay and seconded by Mary. Motion carried. The Sworn Statements of Expenditures were approved.

A discussion was held on the tonnage report, as presented in the board packet.

With no further business, the meeting adjourned at 5:05 p.m.

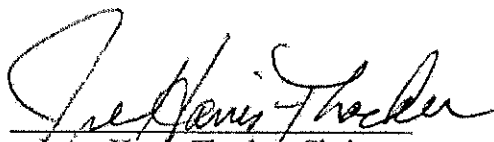
Respectfully Submitted,



Belinda Lewis, Director

September 14, 2020

(Signature Copy to be maintained in the UCSWA Office)



Joyce Harris-Thacker, Chair

UPSHUR COUNTY SOLID WASTE AUTHORITY

DIRECTOR'S REPORT--- Belinda Lewis

Period from August 11th through September 14, 2020

Activities include:

- Prepared and distributed by email the minutes of the 8/10/2020 meeting.
- Checked upshurwa@yahoo.com email daily.
- Checked mail at Post Office every day.
- Received email of Direct Deposit to Operating Account of SWMB Assessment check (\$1,945.44) on 8/19/20. I made copies of the notice and put in file.
- Received email of Direct Deposit to Operating Account for the SWMB Grant in the amount of \$9,100. As you will see, I wrote a check to transfer this amount to the SWMB account.
- Received monthly bank statements on the four accounts and reconciled balances. Everything is okay for August 2020. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current Grants.
- Prepared checks for payment of bills for the September meeting.
- Cleaned office.
- A terrible odor developed in the office. I looked everywhere to see what it might be. Eventually, I found a DEAD and DECAYING mouse!! I had to dispose of the mouse and mopped the floor several times.
- Arranged an alternative meeting place for the September 14th meeting; checked with Jeff about using the Recycling Garage and informed Board Members and others of the change via email.
- Delivered EDDM brochures to Buckhannon, Volga, Helvetia, Adrian, Rock Cave, Tallmansville and French Creek post offices.
- Have been working every day from 1:00 p.m. to 3:15 p.m.
- Posted Free Paper Shredding Event signs around Buckhannon. The yard signs were posted on Camden Ave, in the Walmart parking lot near Crossroads, near the intersection leaving Walmart and in front of Krogers. The computer signs were posted at the following sites: Laundrymat, Video Store, Vicksburg Food Mart, Legends Restaurant, Buckhannon Fitness Center, Tateep, Stone Tower, American Finance. Andregg Jewelers and Sweet-a-Licious.
- Met with a State Auditor to finish UCSWA's participation in the Small Government Auditing Program. (They wanted a lot of information!)
- Submitted the SWMB End of Year Report.
- Talked to people at Shred-It about the upcoming Shred-It event in September.
- Double checked with Shred-It about September 12th event.
- Set up for Shred-It and worked at this event on Saturday, September 12th.

Thanks—Belinda

**Upshur County Fire Board Meeting
September 15, 2020**

Members Present: Joe Gower, Kristie Tenney, Larry Alkire and Tom O'Neill (via telephone)

Members Absent: Rick Harlow and Clifton Shaw

Others Present: Toni Newman-Fire Fee Clerk

The Fire Board meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from August 18, 2020, were approved on motion by Larry Alkire and second by Kristie Tenney.

The Fire Fee Clerk reported the 2020 fees are at 70 percent collected.

The checking account balance as of 8/31/2020 was \$43,628.89. The disbursement from the Chief Tax Deputy for the month of August was \$101,930.82.

The following invoices were reviewed and approved upon motion by Larry Alkire and second by Kristie Tenney:

- Software Systems---Invoice #34096---Maintenance Charge August---\$228.00

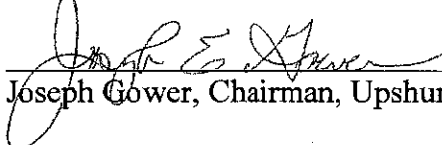
The Board reviewed and approved financial statements of the Buckhannon VFD. Warren District has not provided a statement to date.

There were three corrective tickets this month approved on motion by Kristie Tenney and second by Larry Alkire. There were 11 exoneration requests approved by the Board.

The Board reviewed the single bid received for the audit. All other firms declined to bid. The contract will be awarded to Ferrari and Associates in the amount of \$2,200.00 per year for the next 3 audit cycles.

On motion by Kristie Tenney and second by Larry Alkire the Board approved the first disbursement of the 2020 funds in the amount of \$20,000.00 for each of the approved volunteer fire departments, to be awarded at the October meeting.

There being no further business the meeting adjourned at 7:35 p.m. The next meeting of the Board will be October 20, 2020.


Joseph Gower, Chairman, Upshur County Fire Board


Board Member

Upshur County Public Library Board of Trustees Meeting September 16, 2020

The regular meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, September 16, 2020 at the library. Board members in attendance were Carol Smith, John Haymond, Kenna Leonard, Linda Riegel, and Katie Loudin. Also in attendance were Paul Norko, Director; Beth Rogers, Assistant Director; Connie Cutright, Business Manager; and Ann Slaughter, Friends of the Library representative.

The minutes of the August 19 meeting were approved on a motion made by Carol and seconded by Linda.

The financial reports were accepted on a motion made by John and seconded by Carol.

Director's Report – see written report

The striping of the parking lot has been completed by County Maintenance and we have received a bid from Highland Nursery for the landscaping which was a little over \$10,000.00. Paul is going to write a grant to Rotary for \$10,000.00. There could still be some additional help both in financial and labor from the Tennerton Lion's Club and the Boy Scouts.

The Emergency Plan was approved on a motion made by Linda and seconded by Carol.

The COVID 19 Procedures/Policy was approved on a motion made by Katy and seconded by John with the additional wording "or awaiting test results" concerning family.

On a motion made by John and seconded by Carol, the motion made and approved by email appointing Carol, Connie, and Paul to the audit procurement committee was officially approved. (printout of motion and votes attached)

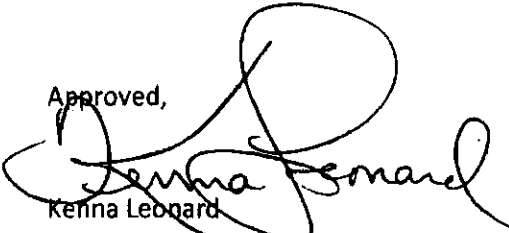
On a motion made by John and seconded by Carol, the motion was made to update the authorized signatories with the State Farm, now US Bank, money market account to include the following names: Kenna Leonard, Carol Smith, John Haymond, Linda Riegel, Katie Loudin, Paul Norko, and Elisabeth Rogers. The motion carried.

Ann reported that the Friends have not been active due to COVID 19 restrictions and that she would be unavailable for long period of time due to a medical issue.

The next meeting will be Wednesday, October 21, 2020, 4:00 p.m. at the library. The meeting was adjourned on a motion made by Carol and seconded by Katie.

Respectfully submitted,


Connie Cutright
Business Manager

Approved,

Kenna Leonard
Board President

Upshur County Public Library
July through September 2020

29

	TOTAL						
	Jul 20	Aug 20	Sep 20	Jul - Sep 20	Budget	\$ Over Budget	% of Budget
Income							
4020 · County Commission	0.00	0.00	11,625.00	11,625.00	46,500.00	-34,875.00	25.0%
4030 · Board of Education	0.00	0.00	23,425.00	23,425.00	93,700.00	-70,275.00	25.0%
4040 · Grant-In-Aid	23,707.00	0.00	0.00	23,707.00	94,828.00	-71,121.00	25.0%
4060 · WVLC Svcs. to Lib. (admin fees)	15,063.00	0.00	0.00	15,063.00	60,248.00	-45,185.00	25.0%
4230 · Unrestricted Gifts	1,084.45	118.37	654.10	1,856.92	6,000.00	-4,143.08	30.95%
4235 · Unrestricted - Ramp Dinner	0.00	0.00	0.00	0.00	12,500.00	-12,500.00	0.0%
4240 · Restricted - Memorial/Gift Matl	0.00	150.00	20.00	170.00	2,200.00	-2,030.00	7.73%
4310 · Interest	19.66	24.04	10.68	54.28	200.00	-145.72	27.14%
4420 · Copies/Fax	285.81	417.80	384.45	1,088.06	6,700.00	-5,611.94	16.24%
4450 · Fines	154.66	159.59	140.80	455.05	3,500.00	-3,044.95	13.0%
4490 · Other fees-cards, JD, earbuds	20.00	45.00	96.00	161.00	650.00	-489.00	24.77%
4730 · Fundraisers	0.00	0.00	113.60	113.60	1,000.00	-886.40	11.36%
Total Income	40,334.48	914.80	36,469.63	77,718.91	328,026.00	-250,307.09	23.69%
Expense							
6020 · Wages	17,352.13	15,937.23	16,492.27	49,781.63	205,735.00	-155,953.37	24.2%
6030 · FICA	1,075.84	988.11	1,022.52	3,086.47	12,756.00	-9,669.53	24.2%
6040 · Medicare	251.57	231.10	239.15	721.82	2,983.00	-2,261.18	24.2%
6050 · WV Public Employees Retirement	1,445.84	1,329.02	1,382.56	4,157.42	16,326.00	-12,168.58	25.47%
6060 · Insurance (Employer Paid)	1,892.76	1,692.76	1,692.76	5,278.28	20,085.00	-14,816.72	26.27%
6061 · RHBT (Employer Paid)	640.00	640.00	640.00	1,920.00	8,064.00	-6,144.00	23.81%
6080 · WV Unemployment	117.51	80.63	40.00	238.14	3,000.00	-2,761.86	7.94%
6090 · Workers Comp.	0.00	0.00	0.00	0.00	700.00	-700.00	0.0%
6110 · Books	619.66	858.03	349.88	1,827.57	9,800.00	-7,972.43	18.65%
6112 · Memorial/Gift Materials	176.54	123.85	215.52	515.91	2,200.00	-1,684.09	23.45%
6140 · Periodicals/Newspapers	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	0.0%
6143 · Electronic Books	5.00	801.87	0.00	806.87	2,500.00	-1,693.13	32.28%
6151 · Audios	263.94	65.97	205.60	535.51	1,500.00	-964.49	35.7%
6152 · DVD's	0.00	94.96	50.92	145.88	1,200.00	-1,054.12	12.16%
6230 · Other Grant Expenditures	543.36	0.00	0.00	543.36	12,200.00	-11,656.64	4.45%
6251 · Parking Lot Expenditures	17,261.79	0.00	0.00	17,261.79			
6310 · Office/Library Supplies	180.06	295.24	86.94	562.24	3,200.00	-2,637.76	17.57%
6350 · Postage	-11.63	83.22	82.47	154.06	1,700.00	-1,545.94	9.06%
6521 · Equipment/Furniture	0.00	194.73	0.00	194.73	1,500.00	-1,305.27	12.98%
6541 · Equipment Maint.	0.00	0.00	0.00	0.00	200.00	-200.00	0.0%
6552 · Software/Elec. Sub./Maint. fees	2,816.17	-2,129.92	145.19	831.44	3,000.00	-2,168.56	27.72%
6570 · Vehicle Maintenance	0.00	0.00	0.00	0.00	300.00	-300.00	0.0%
6720 · Bldg. Maint. (inc. Janitorial)	0.00	315.98	19.83	335.81	1,000.00	-664.19	33.58%
6742 · Utilities - Electric	1,390.84	1,318.78	0.00	2,709.62	23,500.00	-20,790.38	11.53%
6743 · Utilities - Water/Waste	84.47	0.00	84.47	168.94	1,200.00	-1,031.06	14.08%
6750 · Telephone	208.88	0.00	218.56	427.44	2,400.00	-1,972.56	17.81%
6755 · Internet Service	105.00	210.00	0.00	315.00	189.00	126.00	166.67%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	0.00	730.00	-730.00	0.0%
6910 · Public Info./Programming	-18.19	25.00	0.00	6.81	800.00	-793.19	0.85%
6920 · Memberships	0.00	0.00	0.00	0.00	250.00	-250.00	0.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	0.00	0.00	0.00	0.00	3,000.00	-3,000.00	0.0%
6950 · Fundraising Expenses	0.00	0.00	0.00	0.00	50.00	-50.00	0.0%
6960 · Ramp Dinner	0.00	0.00	0.00	0.00	4,800.00	-4,800.00	0.0%
6980 · Audit	0.00	0.00	0.00	0.00	1,800.00	-1,800.00	0.0%
Total Expense	46,401.54	23,156.56	22,968.64	92,526.74	350,178.00	-257,651.26	26.42%
Net Income	-6,067.06	-22,241.76	13,500.99	-14,807.83	-22,152.00	7,344.17	66.85%

I. Library Strategic Plan

- A. The staff and public responses for the surveys we sent out should be in the rest of the documents. Please come to the meeting with some ideas about where you would like to see the library in five years. This Strategic Plan needs to be submitted to the Commission by the end of the calendar year.

II. COVID-19

- A. The West Virginia Library Commission has granted us a waiver for last year due to COVID-19 for the following requirements in Chapter 10 of the state law and the Administrative Rules that govern libraries in West Virginia.
 - 1. MOE (Maintenance of Effort) – asked for due to our furloughing most of the staff from April 15-June 30, thus not expending the money for wages that we expected to spend.
 - 2. Hours Open – asked for because of being closed for 2 months, then opened on a different schedule that didn't meet the hours open requirements in the law for our service population
 - 3. Affiliate Visits – asked for because of travel restrictions due to COVID-19 and the fact that most affiliates were closed while we were as well
 - 4. Staff Development Workshop – asked for because ours was scheduled for March 24, the day we ended up being shut down by the Governor. Current occupancy restrictions still are preventing us from being able to hold this workshop for our staff and our affiliates, as we typically get around 45 people to attend this workshop. I will probably explore holding next year's Staff Development Workshop virtually using Zoom if these occupancy restrictions still are in place in March/April 2021.

III. Credit card transactions

- A. By the time of the board meeting on Wednesday, the ability to accept credit card payments for the Library should be set up.
 - 1. We are looking to use this mostly for patron donations, as well as other fees that we collect in the library like fines and printing
 - 2. This is the same system used by the County for fees at the Courthouse

IV. Merger updates

- A. The date for Mountain Library Network and the Northern Library Network to merge into one catalog was pushed back from November 11 to December 7, due to some technical issues that came up when they tried to put Mountain's information on the new server.

V. Grant applications

- A. I regret to inform everyone that we received official notification that UCPL did not receive two of the three grant applications that we applied for a few months ago. The two grants that we are not receiving are from the CARES ACT funding for Libraries and Museums, which would have been used to jump-start our digital resources and technology, and from the ALA Community Connect initiative, which would have been for the creation of an internet hotspot-lending program.
- B. I do know that the Library Commission is working on grant funding for an internet hotspot-lending program for libraries in the state, which I will be looking into once it is ready.
- C. In happier news, we did receive our Weyerhaeuser grant application. It will be for a total of \$5,000, broken down as such: \$2,000 for children's print books, \$2,000 for children's eBooks, and \$1,000 for programming. This is also the first time in three years that I have received the full amount I had asked for from Weyerhaeuser.

VI. Programming

- A. Book Club - We had 4 people attend in person at our September book discussion
- B. Story time - Our virtual story times have been averaging 5-7 attendees each week
- C. Yoga - We have been averaging about 5 attendees for Yoga class on Saturdays

VII. Virtual school help

- A. While we were orange-ish red on the Board of Education school map, we remained open. We saw a small but steady number of students in working on schoolwork during this period. However, there did seem to be a definite correlation between the average number of cases in the county going up and fewer numbers of people we saw coming into the library.

VIII. Affiliates

- A. Beth and Connie visited Charles Gibson on October 5, 2020 in order to do the Service Center evaluation for this affiliate that we are required to do by the WV Library Commission every three years. We still have three of these evaluations left to do before the calendar year ends.
- B. I have set up an evaluation visit for Pioneer Memorial Library in Harman for Tuesday, October 21. If I cannot attend, then Connie will go in my place with Beth.