

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call
- Date of Meeting: November 5, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- October 22, 2020
 - October 29, 2020
- 9:05 a.m. Erin Anderson – Presentation of plaque in recognition of being named 2021 West Virginia Teacher of the Year
- 9:15 a.m. Discuss Riffle Case Number 61319-02 (Banks Tax District – Tax Map 3P – Parcel Number 20.1) The Order Setting Forth Findings of Fact and Conclusions of Law entered on October 1, 2020 provided the property owners with thirty (30) calendar days to have all refuse, debris, trash and non-licensed recreational vehicles removed from the property. *
- 9:30 a.m. Discuss Humphrey Case Number 121318-01 (Washington Tax District – Tax Map 6L – Parcel Number 11.3) – The Order Setting Forth Findings of Fact and Conclusions of Law entered on October 1, 2020 provided the property owners with thirty (30) calendar days to have all debris, trash, salvage materials and unlicensed junk vehicles removed from the property. *
- 9:45 a.m. Discuss Chewning Case Number 101019-02 (Warren Tax District – Tax Map 7C – Parcel Number 42.10) – The Order Setting Forth Findings of Fact and Conclusions of Law entered on August 20, 2020 provided the property owner with sixty (60) calendar days to remove and dispose of all debris, trash and other materials associated with the previously demolished trailer in addition to any environmental hazards. The hearing on October 22, 2020 was cancelled due to COVID-19. *
- 10:30 a.m. ***Third reading and adoption*** of 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 4-17
- 1:00 p.m. Court Security Advisory Board Meeting
- 2:00 p.m. Policy Board Meeting

Items for Discussion / Action / Approval:

1. 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 \$93,060.33. This is for Request for Funds #16. *

2. Consider allocation of \$5,000 to the Upshur County Parish House and Crosslines, Inc. to benefit the Food Pantry. This expense will be requested for reimbursement from the CARES Act Grant. *
3. Correspondence from Tom S. Elliott, USDA Animal and Plant Health Inspection Service Wildlife Services District Supervisor, providing a cost estimate for vulture and pigeon damage management in the amount of \$8,650. * Page 33
4. Correspondence from Joseph A. Malcolm requesting reappointment to the Upshur County Building Commission. Mr. Malcolm's current term expires November 10, 2020 and upon approval his new term will expire on November 10, 2025. * Page 34
5. Review and signature of the Upshur County Fire Board, Inc. incentive for the four Tax Deputies who process Fire Fees collected in the Sheriff's Office. Each Tax Deputy will be compensated with an annual \$520.00 supplement to be divided over 26 pay periods. The total cost to the Fire Board for one year is \$2,467.92. This supplement will begin with the first pay period in October and will be contingent upon an annual review in September of each year. * Page 35
6. 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. Upshur County Sheriff's Financial Statement for period ending September, 2020 Page 36-37
2. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Santa's Workshop – Saturday, December 5th beginning at 10 a.m. at the James W. Curry Public Library Page 38
 - Christmas at Curry – Friday, December 11th and Saturday, December 12th Page 39
 - b) Agendas and/or Notice of Meetings:

• James W. Curry Library/Park Advisory Board	October 28, 2020	<u>Page 40</u>
• Elkins Road PSD	November 4, 2020	<u>Page 41</u>
• City Council of Buckhannon	November 5, 2020	<u>Page 42</u>
 - c) Meeting Minutes:

• James W. Curry Library/Park Advisory Board	September 23, 2020	<u>Page 43-44</u>
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 - 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
 - 12/14/20 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
- 11/11/20 1:15 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 12, 2020 --- 9:00 a.m.

Upshur County Courthouse Annex

The County Commission will begin Canvassing for the November 3rd General Election on Monday, November 9, 2020 starting at 9:00 a.m. in the County Clerk area

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

ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #6

**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	\$ 17,380.95	\$ 40,555.54	\$ 57,936.49
M&A Coatings, LLC.	\$ -	\$ 59,791.99	\$ 59,791.99
AJ Burk, LLC	\$ -	\$ 147,935.22	\$ 147,935.22
Chojnacki Construction Inc.	\$ 75,679.38	\$ 176,585.22	\$ 252,264.60
WV Department of Transportation, Division of Highways	\$ -	\$ 13,510.00	\$ 13,510.00
TOTAL	\$ 93,060.33	\$ 438,377.97	\$ 531,438.30

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 4th day of November, 2020.

By: _____

Its: Chairman

Elkins Rd PSD
 IJDC No. 2016W-1632
 Expenditure Report #6

11/4/2020

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	176,365.91	59,791.99	236,157.90	26,239.77
Contract 3 Line ext (AJ Burk)	1,117,740.00	0.00	1,117,740.00	455,411.10	147,935.22	603,346.32	514,393.68
Contract 4 Line Ext (Chojnacki)	1,384,581.65	0.00	1,384,581.65	427,013.14	176,585.22	603,598.36	780,983.29
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	17,962.00	8,981.00	26,943.00	66,367.00
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	28,841.10	31,574.54	60,415.64	379,395.36
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	22,537.16	0.00	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	13,510.00	45,828.01	24,211.99
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	1,657,265.04	438,377.97	2,095,643.01	2,904,356.99

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	109,942.40	75,679.38	185,621.78	497,166.57
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	7,698.00	3,849.00	11,547.00	26,943.00
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	12,360.47	13,531.95	25,892.42	71,296.58
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	285,960.33	93,060.33	379,020.66	1,120,979.34

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	176,365.91	59,791.99	236,157.90	26,239.77
Contract 3 Line ext (AJ Burk)	1,638,257.00	0.00	1,638,257.00	455,411.10	147,935.22	603,346.32	1,034,910.68
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	536,955.54	252,264.60	789,220.14	1,278,149.86
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	25,660.00	12,830.00	38,490.00	93,310.00
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	41,201.57	45,106.49	86,308.06	450,691.94
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	41,970.81	0.00	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	13,510.00	45,828.01	24,211.99
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	1,943,225.37	531,438.30	2,474,663.67	4,025,336.33

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

November 5, 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 #16**

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 continue on-site as construction occurs. Amount requested is \$17,380.95.
2. **Construction**— Construction contracts #3 and #4 continues with construction, with contract #3 (AJ Burk) being approximately 41% complete and Contract #4 (Chojnacki) being approximately 42% complete. Amount requested is \$75,679.38.

The total amount of this request is \$93,060.33. 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**

23

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	
Invoice Number:	173858-16			% of Project Complete:	25.3%	
Time Period Covered by this Request:				8/1/2020	TO	11/5/2020
Amount of CDBG Funds on hand at the time of this Request:				\$ -		
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	\$ 156,584.28	\$ 17,380.95	\$ 173,965.23	\$ 134,240.56	\$ 103,340.77
Land Acquisition	\$ -		\$ -	\$ -	\$ -	\$ -
Construction	\$ 1,203,260.35	\$ 109,942.40	\$ 75,679.38	\$ 185,621.78	\$ -	\$ 1,017,638.57
Permits/Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL:	\$ 1,500,000.00	\$ 285,960.33	\$ 93,060.33	\$ 379,020.66	\$ 153,674.21	\$ 1,120,979.34
Less Income						
TOTAL:	\$ 1,500,000.00	\$ 285,960.33	\$ 93,060.33	\$ 379,020.66	\$ 153,674.21	\$ 1,120,979.34

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

Engineering—Engineering services and inspection continue on-site as construction occurs. Amount requested is \$17,380.95.

Construction— Construction contracts #3 and #4 continues with construction, with contract #3 (AJ Burk) being approximately 41% complete and Contract #4 (Chojnacki) being approximately 42% complete. Amount requested is \$75,679.38.

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

8/01/20-11/05/20

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group	0018836	Professional Services: August 2020 to September 2020	9/30/2020	\$ 17,380.95
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 17,380.95

INVOICE

Elkins Road PSD

OCT 13 2020

RECEIVED

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

September 30, 2020

Project No: 0000007006.00

Invoice No: 0018836

Project 0000007006.00 Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from August 23, 2020 to September 17, 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	30.00	38,490.00
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	16.0723	86,308.06
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		624,584.10
		Previous Fee Billing	566,647.61

\$17,380.95 - SCBG

\$40,555.54 - IJDC

\$57,936.49 - Total

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

INVOICE

Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0018836
		Current Fee	57,936.49	
		Billing		
		Total Fee		57,936.49
			Total this Invoice	<u>\$57,936.49</u>

Outstanding Invoices

Number	Date	Balance
0018641	5/31/2020	15,000.00
0018698	6/30/2020	7,092.50
0018736	7/31/2020	19,870.37
0018795	8/31/2020	46,991.20
Total		88,954.07

Billing Note:

SCBG Eligible (30%) \$17,380.95

** 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.chaptech.com

Chapman Technical Group
Invoice Detail

INVOICE

INVOICE NO. 18836

INVOICE DETAIL -August 23, 2020 through September 19, 2020.

CONSTRUCTION OBSERVATION

Basic Fee:	\$537,000.00				
David Mitchell	64.0	x	\$80.00	=	\$ 5,120.00
Michael Shaffer	120.0	x	\$80.00	=	\$ 9,600.00
Charles Cash	123.0	x	\$80.00	=	\$ 9,840.00
James Driggs	29.5	x	\$80.00	=	\$ 2,360.00
Todd Adkins	119.0	x	\$80.00	=	\$ 9,520.00
Todd Adkins - OT	1.0	x	\$120.00	=	\$ 120.00
Reimbursable Expenses				=	8,546.49
					<u>\$ 45,106.49</u>

Amount Earned Construction Observation

\$ 86,308.06

Amount Previously Invoiced

41,201.57

Amount Due this Invoice Construction Observation

\$ 45,106.49

PLEASE REMIT TO:
Chapman Technical Group LTD
c/o GRW Engineers
801 Corporate Dr.
Lexington, KY 40503
904.727.5501
www.chaptech.com

CDBG Invoice Summary-Construction

Period Covered by Request

8/01/20-11/05/20

Vendor		Invoice #	Description	Inv Date	\$
1.	Chojnacki Construction, Inc.	4	Construction	10/28/2020	\$ 75,679.38
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
CONSTRUCTION TOTAL					\$ 75,679.38

Contractor's Application for Payment No.

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Contractor's Application for Payment No. 4	
To (Owner) Elkins Road PSD	Application Period 9/12/2020 - 10/9/2020	Application Date 10/28/2020	
Project Water Distribution System Extensions	From (Contractor) Choyback Construction Inc	Via (Engineer) Chapman Technical Group	
Owner's Contract No	Contract Contract #4		
	Contractor's Project No	Engineer's Project No 7006	

Application For Payment
Change Order Summary

Approved Change Orders		Change Order Summary	
Number		Additions	Deductions
TOTALS			
NET CHANGE BY CHANGE ORDERS			

- | | | |
|---|----|----------------|
| 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) | \$ | \$870,736.44 |
| 5. RETAINAGE: | | |
| a. 10% X \$815,163.00 Work Completed | \$ | \$81,516.30 |
| b. X \$55,573.44 Stored Material | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | \$81,516.30 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ | \$789,220.14 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | \$506,555.44 |
| 8. AMOUNT DUE THIS APPLICATION | \$ | \$282,664.70 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above) | \$ | \$1,278,149.36 |

Previous: \$536,955.54 C.A.S.
Amt Due: \$252,264.60 C.A.S.

Contractor's Certification

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

- (1) All previous progress payments received from Owner or 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 from 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

19

Date _____

Payment of \$ 252,264.60 **\$252,264.60 C.A.S.**
(Line 8 or other - attach explanation of the other amount)

is recommended by Ammonia Lepi 10/20/2020
(Engineer) (Date)

Payment of \$ 252,264.70
(Line 8 or other - attach explanation of the other amount)

is approved by _____
(Owner) (Date)

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

\$ 75,679.38 - SCBG
\$176,585.22 - IJDC
 \$252,264.60 - Total

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) Contract #4						Application Number 4					
Application Period 9/12/2020 - 10/9/2020						Application Date 10/28/2020					
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	3	\$3,000.00		\$3,000.00	50.0%	\$3,000.00
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)	1330	LF	\$35.00	\$46,550.00						\$46,550.00
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	Mason Booster Generator	1	LS	\$59,550.00	\$59,550.00						\$59,550.00
27	Kestling 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	Waghman 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 4						
Application Period 9/12/2020 - 10/9/2020					Application Date 10/28/2020						
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	20	\$1,500.00	\$1,500.00	40.0%	\$2,250.00	
40	6" Steel Casing, Open Cut	25	LF	\$75.00	\$1,875.00	12	\$900.00	\$900.00	48.0%	\$975.00	
41	6" PVC C-900, DR 14	18500	LF	\$18.00	\$333,000.00	14440	\$259,920.00	\$29,475.20	86.9%	\$43,604.80	
42	6" Restrained Joint DIP Creek Crossing	85	LF	\$100.00	\$8,500.00	42	\$4,200.00	\$4,200.00	49.4%	\$4,300.00	
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	2421	\$36,315.00	\$76,315.00	75.7%	\$11,685.00	
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	7	\$8,400.00	\$8,400.00	63.6%	\$4,800.00	
47	Tandem Water Meter Assemblies	22	EA	\$1,200.00	\$26,400.00	8	\$9,600.00	\$9,600.00	36.4%	\$16,800.00	
48	3/4" Dia. Copper Service Lateral	250	LF	\$18.00	\$4,500.00	82	\$1,476.00	\$1,476.00	32.8%	\$3,024.00	
49	3/4" Dia. Copper Service Lateral, Bored	220	LF	\$58.00	\$12,760.00					\$12,760.00	
50	1" Dia. Copper Service Lateral	660	LF	\$20.00	\$13,200.00	480	\$9,200.00	\$9,200.00	69.7%	\$4,000.00	
51	Fire Hydrant Assembly	5	EA	\$4,800.00	\$24,000.00	5	\$24,000.00	\$24,000.00	100.0%	\$0.00	
52	Blow Off Assembly	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	100.0%	\$0.00	
53	AutoVacuum Release Valve Assembly	4	EA	\$1,500.00	\$6,000.00					\$6,000.00	
54	Type "C" Trench Restoration (Stone)	1283	LF	\$10.00	\$12,830.00	158	\$1,580.00	\$1,580.00	12.3%	\$11,250.00	
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%	\$0.00	
58	RIP RAP Driv	9346	LF	\$5.00	\$46,730.00					\$46,730.00	
Totals						\$3,967,370.00	\$816,162.00	\$55,593.44	\$476,736.44	42.1%	\$1,190,633.56

Stored Material Summary

Contractor's Application

[illegible]



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

730 Yokum Street
Elkins, WV
26241

304-636-1785
304-636-5397 fax

October 30, 2020

Carrie Wallace
County Administrator
Upshur County
91 West Main St. Suite 101
Buckhannon, WV 26201

Dear Ms. Wallace:

This letter is in response to your request for cost estimates for vulture and pigeon damage management program we spoke of. I have provided a cost analysis for the main options that USDA APHIS Wildlife Services (WS) can provide.

WS is a cost reimbursable agency; therefore, WS only charges to cover the costs associated for the work and any unused funds are not collected. Charges will not exceed the provided quote.

The following option is designed to give you the most efficient and socially acceptable solution for your situation. This proposal is for conducting vulture damage management at that location.

Option 1: 12 months
Trapping with a decoy trap
Effigies hung for additional harassment if need

Plus

12 months
Trapping with a decoy trap
Registered toxicant application

TOTAL for Option	\$8,650.00
------------------	------------

The option will remove and negatively condition vultures, as well as reduce property damage. If you have any questions or want to discuss any other options on the type of services available please call me at your convenience (304 - 636-1785).

Sincerely,

Tom S. Elliott
District Supervisor
USDA APHIS WS



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

October 28, 2020

I Joseph A. Malcolm would
Like to serve another term
on the Upshur County Building
commission.

Thank you!

Joe

UPSHUR COUNTY FIRE BOARD, INCORPORATED

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Upshur County Courthouse Annex
38 West Main Street
Buckhannon, West Virginia 26201
(304) 473-2902

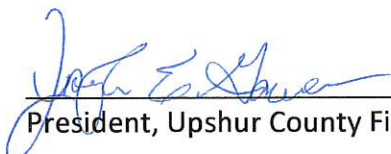
October 20, 2020

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

At the October meeting of the Upshur County Fire Board, Inc., an incentive was approved for the four Tax Deputies who process Fire Fees collected in the Sheriff's office. The Fire Board has agreed to compensate each Tax Deputy (Lesa Lipscomb, Natalie Nicholson, Sharon Hosaflook, and Laura Page) with an annual \$520.00 supplement to be divided over 26 pay periods. The total cost to the Fire Board for one year is \$2,467.92 and includes 11% retirement and 7.65% social security/fed-med.

The increase will begin with the first pay period in October and will be contingent on an annual review of the Board, Sheriff, and Commission in September of each year. In the event a new (5th) Tax Deputy is hired the Board will consider the new employee at the next annual review. If an employee leaves and is replaced, the incentive will transfer to the replacement employee.

Cc: Upshur County Sheriff



President, Upshur County Fire Board



Fire Board Member



Upshur County Sheriff

President, Upshur County Commission



Upshur County Sheriff's Financial Statement

For Period Ending: September 2020

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,778,736.34	\$ 1,568,585.57	\$ (716,265.83)	\$ 2,631,056.08
FUND - 002 COAL SEVERANCE TAX FUND	\$ 11,225.33	\$ 0.25	\$ -	\$ 11,225.58
FUND - 003 DOG AND KENNEL FUND	\$ 25,152.55	\$ 5,413.20	\$ (2,686.45)	\$ 27,879.30
FUND - 004 GENERAL SCHOOL FUND	\$ 23,884.35	\$ 3,895.00	\$ -	\$ 27,779.35
FUND - 005 MAGISTRATE COURT FUND	\$ 1,961.50	\$ 1,012.00	\$ (217.76)	\$ 2,755.74
FUND - 006 WORTHLESS CHECK FUND	\$ 128,039.27	\$ 130.81	\$ -	\$ 128,170.08
FUND - 007 E-911 FUND	\$ 604,652.21	\$ 202,307.44	\$ (8,711.71)	\$ 798,247.94
FUND - 008 HOME CONFINEMENT FUND	\$ 54,597.87	\$ 7,094.14	\$ (3,052.83)	\$ 58,639.18
FUND - 013 CURRY PARK FUND	\$ 24,117.17	\$ 649.61	\$ (435.35)	\$ 24,331.43
FUND - 015 CURRY LIBRARY FUND	\$ 17,861.44	\$ 136.73	\$ (1,073.34)	\$ 16,924.83
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 102,030.62	\$ 39,225.46	\$ (101,985.82)	\$ 39,270.26
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 49,360.73	\$ 4,365.90	\$ (2,559.80)	\$ 51,166.83
FUND - 039 COAL REALLOCATION FUND	\$ 19,126.37	\$ 0.35	\$ -	\$ 19,126.72
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 526,346.28	\$ 28.39	\$ (4,365.90)	\$ 522,008.77
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 254,160.73	\$ 54,414.71	\$ (12,983.17)	\$ 295,592.27
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 706,404.39	\$ 1,424.42	\$ -	\$ 707,828.81
FUND - 059 CONCEALED WEAPONS FUND	\$ 19,986.90	\$ 955.48	\$ -	\$ 20,942.38
FUND - 063 VOTER'S REGISTRATION FUND	\$ 678.87	\$ 0.01	\$ -	\$ 678.88
FUND - 071 JURY FUND	\$ 15,040.00	\$ -	\$ (946.07)	\$ 14,093.93
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,486.24	\$ 0.02	\$ -	\$ 2,486.26
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 23,665.89	\$ 8,006.71	\$ -	\$ 31,672.60
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,556.11	\$ 1,100.00	\$ (435.00)	\$ 44,221.11
FUND - 080 COMM. CORR. FUND	\$ 364,254.63	\$ 111,815.00	\$ (4,312.53)	\$ 471,757.10
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 26,250.00	\$ (26,250.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 233.00	\$ (233.00)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 75.00	\$ (75.00)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 294.00	\$ (294.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 640.00	\$ (640.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 16,154.71	\$ (16,154.71)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 164,934.75	\$ -	\$ (626.35)	\$ 164,308.40
FUND - 365 DELQ & NONENT LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
FUND - 366 BOARD OF HEALTH FUND	\$ 380,691.91	\$ 22,962.29	\$ (34,334.27)	\$ 369,319.93
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 686.00	\$ 517.50	\$ (686.00)	\$ 517.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 1,808,360.71	\$ (1,808,360.71)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 916,298.10	\$ (916,298.10)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 140,777.93	\$ (140,777.93)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 16,893.32	\$ (16,893.32)	\$ -
FUND - 206 COVID 19 FUND	\$ 60,619.20	\$ -	\$ (1,060.84)	\$ 59,558.36
FINAL TOTALS	\$ 5,485,025.28	\$ 4,960,017.76	\$ (3,822,715.79)	\$ 6,622,327.25
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 8,255,834.20	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (8,806,904.68)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 7,171,647.73			
NET BANK BALANCE	\$ 6,620,577.25			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 6,622,327.25			

I, David H. Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

David H. Coffman
Sheriff & Treasurer, Upshur County

10/27/2020



Upshur County Sheriff's Financial Statement

For Period Ending: September 2020

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 943,231.32	\$ -	\$ 1,413,270.25	\$ 2,356,501.57
	COAL SEVERANCE-MMA	\$ 10,225.58	\$ -	\$ -	\$ 10,225.58
	E-911 -MMA	\$ 786,558.26	\$ -	\$ -	\$ 786,558.26
	CURRY PARK-MMA	\$ 20,844.72	\$ -	\$ 500.00	\$ 21,344.72
	CURRY LIBRARY-MMA	\$ 13,052.29	\$ -	\$ -	\$ 13,052.29
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 238,646.10	\$ -	\$ 53,634.38	\$ 292,280.48
	CONCEALED WEAPONS	\$ 20,667.29	\$ -	\$ 275.09	\$ 20,942.38
	GENERAL TAX ACCOUNT-MMA	\$ 2,877,647.88	\$ (4,242,333.83)	\$ 1,364,685.95	\$ -
	BOARD OF HEALTH-MMA	\$ 126,977.23	\$ -	\$ 1,500.02	\$ 128,477.25
	UPSHUR CO. FIRE FEE-IBCK	\$ 38,758.28	\$ (105.00)	\$ 616.98	\$ 39,270.26
	UP CO COAL REALLOCAT-IBCK	\$ 19,126.72	\$ -	\$ -	\$ 19,126.72
	EMPLOYEE BENEFITS-IBCK	\$ 522,008.77	\$ -	\$ -	\$ 522,008.77
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.26	\$ -	\$ -	\$ 2,486.26
	COMMUNITY CORR. FUND-IBCK	\$ 476,909.35	\$ (5,152.25)	\$ -	\$ 471,757.10
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 195.00	\$ (195.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 146,596.38	\$ (174.99)	\$ 70,663.53	\$ 217,084.92
	TAX CLEARING ACCOUNT	\$ 101,989.56	\$ (122,452.54)	\$ 20,462.98	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 22,613.22	\$ (2,613.22)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 133,516.60	\$ (77,819.78)	\$ 22.77	\$ 55,719.59
	COAL SEVERANCE-CKNG	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	DOG & KENNEL-CKNG	\$ 29,483.80	\$ (2,239.50)	\$ 635.00	\$ 27,879.30
	GEN. CO. MISC-CKNG	\$ 104,732.69	\$ (74,197.60)	\$ -	\$ 30,535.09
	WORTHLESS CHECK FUND-CKNG	\$ 128,170.08	\$ -	\$ -	\$ 128,170.08
	E-911 -CNKG	\$ 12,189.68	\$ (500.00)	\$ -	\$ 11,689.68
	HOME DETENTION-IBCK	\$ 61,692.01	\$ (3,052.83)	\$ -	\$ 58,639.18
	CURRY PARK-CKNG	\$ 3,668.43	\$ (681.72)	\$ -	\$ 2,986.71
	CURRY LIBRARY-CKNG	\$ 3,872.54	\$ -	\$ -	\$ 3,872.54
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 7,779.34	\$ (4,467.55)	\$ -	\$ 3,311.79
	VOTER'S REGISTRATION-IBCK	\$ 678.88	\$ -	\$ -	\$ 678.88
	JURY-CKNG	\$ 14,785.25	\$ (691.32)	\$ -	\$ 14,093.93
	SPAY.& NEUTER. DEP. FUND	\$ 43,171.11	\$ (50.00)	\$ 1,100.00	\$ 44,221.11
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 16,593.07	\$ (18,217.50)	\$ 1,624.43	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (135.00)	\$ -	\$ -
	STATE POLICE FUND-CKNG	\$ 1,827.66	\$ (1,980.00)	\$ 157.34	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 993.25	\$ (4,243,327.08)	\$ 4,242,333.83	\$ -
	TAX LEIN FUND-CKNG	\$ 165,594.58	\$ (1,286.18)	\$ -	\$ 164,308.40
	DELQ & NON-ENTERED LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
	BOARD OF HEALTH-CKNG	\$ 25,187.77	\$ (5,187.77)	\$ -	\$ 20,000.00
	WVDSRF-CKNG	\$ 352.32	\$ -	\$ 165.18	\$ 517.50
	COVID 19 -CKNG	\$ 59,558.36	\$ -	\$ -	\$ 59,558.36
	BANK TOTAL	\$ 7,264,279.26	\$ (8,806,860.66)	\$ 7,171,647.73	\$ 5,629,066.33
PROGRESSIVE BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 707,828.81	\$ -	\$ -	\$ 707,828.81
	EE HEALTH CARE REIMB FUND	\$ 51,210.85	\$ (44.02)	\$ -	\$ 51,166.83
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 31,672.60	\$ -	\$ -	\$ 31,672.60
	BANK TOTAL	\$ 790,712.26	\$ (44.02)	\$ -	\$ 790,668.24
FREEDOM BANK					
	BOARD OF HEALTH-CD 1	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BOARD OF HEALTH-CD 2	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BANK TOTAL	\$ 200,842.68	\$ -	\$ -	\$ 200,842.68
SUMMARY:					
	TOTAL ALL BANKS	\$ 8,255,834.20	\$ (8,806,904.68)	\$ 7,171,647.73	\$ 6,620,577.25
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 6,622,327.25



Santa's Workshop 2020

**SATURDAY, DECEMBER 5TH
FROM 10 - ? AT THE
JAMES W. CURRY PUBLIC LIBRARY**

This year will be different due to the pandemic challenges.

To comply with guidelines and safety requirements we will be
working "by appointment."

Sign up your "pod" beginning

THURSDAY, OCTOBER 1ST

We have spots for **24** children.

Program will consist of crafts, light refreshments, and a video
message from Santa.

CALL 304-924-6724 FOR ADDITIONAL INFORMATION.

Masks are required for ages 9 and up and program is
subject to change due to COVID-19 and severe weather.

We realize how hard it is to plan these days and ask that if you
sign up and see that you will not be able to attend, please call and
cancel your reservation. Sign ups are first come/first served until
spaces are full. This year we will also have a cancellation list.



CHRISTMAS AT CURRY

SAVE THE DATES:
FRIDAY, DECEMBER 11TH AND
SATURDAY DECEMBER 12TH WITH
LIVE NATIVITY SATURDAY

DRIVE THROUGH THE CAMPGROUND
FOR A FESTIVAL OF LIGHTS
\$5.00 PER CARLOAD

STOP AT THE PAVILION WHERE WE
WILL HAVE COCOA, BAKED GOODS,
AND TOYS FOR SALE.

ALL PROCEEDS FROM THIS EVENT SUPPORT
FUTURE CHRISTMAS AT CURRY EVENTS.

FOR INFORMATION CALL 304-924-6724



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

October 28th, 2020 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of September 23rd, 2020 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

New Business:

Pine wreaths, garland, swags

Tabled Items:

FY 21 Budget

Election of Officers (October 2020)

ELKINS ROAD PUBLIC SERVICE DISTRICT

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Agenda

Meeting Regular Monthly Meeting

Start Time 5:00 PM

Date Wednesday, November 4, 2020

Place P.S.D. Office
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson 5:00 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews

Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - October 5, 2020 Regular Monthly Meeting

Vote

Treasurer Report/Payment of Bills for November/bal of October Invoices

Vote

ITEMS FOR DISCUSSION

WVRWA - Voting Representative for November 19th Meeting

Vote

Discuss/Appoint

Cash Working Capital Reporting Requirements (CWCR)

Vote

Review requirements

Choose account to be used

Fill out paperwork with information

Phase III Extension Project Update

Vote

Invoice payment approval

Progress Reports

Change Orders

Maintenance Report

Winterization

Leak Detection

Date & Time of December 2020 Meeting - Tuesday, December 1, 2020 @ 5:00 pm

Adjournment

Vote

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺)

*Rough Draft Prepared by Office Manager October 27, 2020
Prepared by Board Chair and Office Manager October 27, 2020
Posted and Available to the Public on October 30, 2020*

**City Council of Buckhannon - 7:00 pm in Council Chambers
Meeting Agenda for Thursday, November 5, 2020**

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Channel 3 is Live Streaming our City Council Meetings here:
<https://www.facebook.com/ch3buckhannon/>

Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or dropbox behind City Hall.

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - A.3 Mayor's Greetings
- B. Recognized Guests**
 - B.1 Steptoe & Johnson PLLC Attorneys At Law
 - B.2 COB Municipal Building Commission
 - B.3 Dr. Sara Stankus & Mrs. Erin Anderson -Upshur County Schools
- C. Department & Board Reports**
 - C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
 - C.2 Public Works Director- Jerry Arnold
 - C.3 Finance Director- Amberle Jenkins
 - C.4 Fire Chief- JB Kimble
 - C.5 City Attorney- Tom O'Neill
- D. Correspondence & Information**
 - D.1 BFD-Grant Denial-FY 2019 Staffing for Adequate Fire & Emergency Response (SAFER) FEMA/DHS Grant Program
 - D.2 Zoning Board of Appeals-72 Boggess Street
 - D.3 CALEA Confirmation Letter for Web Based Assessment Law Enforcement Accreditation Review
 - D.4 ART26201 News Release-First Energy Foundation Gifts \$5K in Support of Colonial Theatre Renovation
 - D.5 Proclamation-American Indian Heritage Month-November 2020
 - D.6 CGP Foods, Inc. Shop 'n Save Express- Zoning Form to WVABCA Licensing Department
 - D.7 Report of Cat & Dog Activity -Upshur County Commission-September 2020
 - D.8 CityPR: Veterans Day Program FB Live Stream Online & Broadcast on TV Channel 3 on November 11th at 11am
 - D.9 CityPR: City Plants Two Hybrid American Chestnut Trees st Riverwalk in Collaboration with WesMon Ty RC&D
 - D.10 FOIA Request-Retained Equity, LLC-Unclaimed Property
 - D.11 City Attorney's letter to Altice USA, Suddenlink RE: Notice of Intent to Renew TV Cable Franchise Agreement & Written Comments from Public regarding issues and complaints
- E. Consent Agenda**
 - E.1 Approval of Minutes-Regular Meeting 10/15/2020 & Special Meeting 10/22/2020
 - E.2 Approval of Building and Wiring Permits
 - E.3 Approval of Payment of the Bills
 - E.4 Accept 2021 Holiday Schedule
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 To consider for adoption on first reading an Ordinance of the City which authorizes (i) the acquisition by the City of Buckhannon Building Commission (the "Building Commission") of real property located in the vicinity of 395 Mudlick Road to be used by the City as public works facilities, (ii) the leasing of such real property and all improvements and appurtenances thereto by the City from the Building Commission, (iii) the sale and issuance by the Building Commission of its Lease Revenue Bonds in an amount not to exceed \$1,600,000 for the purpose of financing the costs of the acquisition of such real property, and (iv) the execution and delivery by the City of an Agreement and Lease and other documents in connection with such financing
 - F.2 Approval Change Order-Sutphen Rescue Fire Pumper Apparatus Truck
 - F.3 Approval Ordinance No. 447 Revised Downtown Parking -1st Reading
 - F.4 Ratify the COB Board Appointments FY 2020/21 Charles Gibson Public Library
 - F.5 Approval Appointment of Audit Committee FY 2020/21
- G. Comments and Announcements**
 - G.1 Mary Albaugh
 - G.2 Pamela Bucklew
 - G.3 C J Rylands
 - G.4 David Thomas
 - G.5 Jack Reger
 - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**

Posted 11/02/2020

Next Regular Scheduled City Council Meeting Thursday, November 19, 2020

James W. Curry Library/Park

Advisory Board Meeting

MINUTES

September 23rd, 2020 at 10:00 am

At James W. Curry Public Library

The September 23rd, 2020 meeting of the Advisory Board was called to order at 10:18 by Erv Lake, Secretary.

Roll Call

Present: Carrie Wallace, Patricia Tolliver, Tink Lewis, Erv Lake, Sara Collins, Shanna Collins

Absent: Lori Ulderich Harvey

Guests: Terry Cutright, Nate Kennedy, Rhett Dusenberry

Staff: Jonathan Freeman, Judith Williams

Public Comment Period: In lieu of public comments Board members introduced themselves for the benefit of the new member.

The August 26th, 2020 meeting minutes were reviewed. A motion was made by Carrie and seconded by Sara that the minutes be approved. Motion carried.

Staff Reports

Park: Camping has slowed some. There were 5 campers over Labor Day and 2 pending reservations. The pavilions are busy with birthday parties and get togethers. The bear is no longer wrecking the dumpster. The pop machine in the large pavilion has “died” and we are awaiting repairs.

Library: Judith reviewed the staff report provided to each board member. Notable points in the library report centered upon the increased usage of the library for the virtual learning portion of the school week. WiFi usage is very high with students online from about 9 am to 2-3 pm each day. Wednesday is the highest usage day with both RCE groups slated for virtual learning that day. Everyone is working together and exercising extreme patience as we find work arounds to various difficulties. There will be a hayride, scheduled for October 25th with the SVFD, details of which will follow the fund-raising meeting Thursday evening at the fire hall. Preliminary plans for the Santa’s Workshop were discussed, highlighting video messages from Santa for the children. The Crafternoon program bridging the gap between the end of summer reading and the start of school was very well received and successful serving 34 children and 18 adults. A special thanks to Beverly and George Fantasia for their generous donation of supplies.

Timber: A walk through of the site (57 acres) of the sale 2 years ago shows a reduction in the hemlock population, many of which have been replaced by maple, birch, oak and cherry

James W. Curry Library/Park Advisory Board Meeting MINUTES

showing an overall shift towards hardwoods. Site originally contained approximately 20% hemlock. Hemlock disease seems to be abating. The 2025 track of approximately 34 acres (approximately 60% of the most recent sale) has been reviewed for selection. Two additional tracts, one 3 acres of predominately soft maple along the gas line right of way and one 2 acres near the mud bog area have access issues to be discussed at a future date.

Review/Report

Old Business:

No old business

New Business:

No new business

Tabled Items:

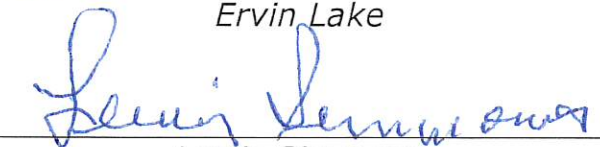
Election of officers: to take place at the October 21st, 2020 meeting.

FY 21 Budget: Pending approval of the letter to Fulton Financial requesting the additional 10% which is on the County Commission agenda for September 24th.

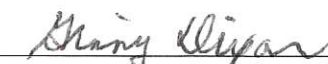
There being no further business, meeting adjourned at 10:35 am.



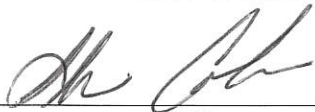
Ervin Lake



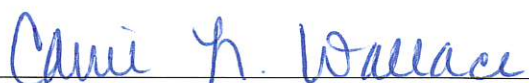
Lewis Simmons



Lori Ulderich Harvey



Shanna Collins



Carrie Wallace



Patricia Tolliver



Sara Collins