

## 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: March 18, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
  - March 4, 2021
- 9:15 a.m. Discuss Gardner Case Number 010920-01 (Warren Tax District – Tax Map 8D – Parcel Number 12,13,14) The Order Setting Forth Findings of Fact and Conclusions of Law entered on February 11, 2021, provided the property owners with thirty (30) calendar days to take corrective action with respect to the property at issue. \* Page 5 - 9
- 9:30 a.m. Public Hearing to consider evidence related to the possible closure of an unused paper alley located in the Buckhannon District on a portion of Darylene Drive \*
- 9:45 a.m. Ben Claypool, Highway Administrator II for the WV Division of Highways Maintenance Division – Provide an update regarding various projects within Upshur County
- 10:00 a.m. Jason Keeling, Executive Director of the Allegheny Highlands Chapter American Red Cross – (1) Presentation of Proclamation declaring March as Red Cross Month (2) Announce Driving Our Mission campaign to raise \$37,500 to purchase a new Blood Saves Lives Dodge Caravan by June 30, 2021. \* Page 10-11
- 10:15 a.m. Present Certificate of Recognition to Prissilla Peggs for life saving measures performed on a Randolph County resident Page 12
- 10:30 a.m. Missy Loudin, ASAP Medical Billing – Consider County Fire Billing Ordinance

### Items for Discussion / Action / Approval:

1. Correspondence from Steve Booth on behalf of Tri County Towing requesting to be placed on the Upshur County Wrecker Rotation List for emergency towing services. Page 13
2. Approval of James W. Curry Scholarship Announcement and Application for 2021. \* Page 14-17
3. Approval and signature of a Master Equipment Lease-Purchase Agreement and Related Instruments, by and between Country Roads Leasing, LLC. The tax-exempt lease-purchase financing for the acquisition of a 2021 Ford Expedition at 3.1% interest will cost \$10,596.79 annually over a period of four years resulting in a total acquisition cost of \$42,387.16. \* Page 18-45
4. Approval and signature of the Airport Coronavirus Response Grant Program Grant Offer Grant No. 3-54-0039-036-2021 for the Upshur County Regional Airport in the amount of \$9,000. \* Page 46-71

5. Correspondence from Lori Ulderich Harvey, Director of the Upshur County Family Resource Network, requesting use of the large pavilion for the West Virginia State University's Healthy Grandfamilies program free of charge on Tuesday evenings from June 8<sup>th</sup> to August 17<sup>th</sup>. \* Page 72
6. Correspondence from Shane Jenkins, President of the WV Strawberry Festival Board of Directors, requesting use of the Courthouse Plaza on May 13<sup>th</sup> through May 16<sup>th</sup>. Mr. Jenkins further requests use of the Sheriff's Department for associated services and assistance from the E911 Communications Center and Upshur County Department of Homeland Security and Emergency Management as necessary. \* Page 73
7. Correspondence from Shanna Collins, President of the Rock Cave PTO, Inc., requesting the donation of Upshur County Recreational Park pool passes to be used as prizes during the "10 Day Spring Basket and Bag Bash" fundraiser. \* Page 74-75
8. Approval and signature of a Mutual Aid Agreement between the Buckhannon Police Department and the Upshur County Sheriff's Office. \* Page 77-79
9. Consider Resignation of Employee \* Under separate cover  
*Item may lead to Executive Session per WV Code*
10. Approval of Lewis–Upshur Animal Control Facility Volunteer Beatrice Simmons. \* Under separate cover
11. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

**For Your Information:**

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

1. Correspondence from Jeffrey E. Fleck, Executive Director of the State of West Virginia Consolidated Public Retirement Board, regarding the employer contributions to be paid into the Deputy Sheriff's Retirement System. Effective July 1, 2021, the employer contribution rate will increase from 12% to 13% of an employee's gross salary. Page 80
2. Proclamation made on March 2, 2021 by Governor Jim Justice declaring a State of Emergency in Upshur County to remain in effect for thirty days unless terminated by subsequent Proclamation. Page 81-82
3. Request for Applicants: full-time administrative assistant position in the Prosecuting Attorney's Office \* Page 83-84
4. Upshur County Building Permits for the month of February, 2021. Page 85-86
5. Upshur County E911 Communication Reports – January & February 2021 Under separate cover
  - Monthly Department Summary Report
  - Monthly Wrecker Report
  - YTD Wrecker Report
6. Upshur County Mileage Reports – January, 2021 Page 87-96

- Upshur 911
- Maintenance
- Emergency Management
- Sheriff
- Addressing and Mapping
- Community Corrections
- Dog Pound

7. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- |   |                |                     |
|---|----------------|---------------------|
| • Upshur County Family Resource Network                   | March 8, 2021  | <u>Page 97</u>      |
| • Upshur County Safe Structures & Sites Enforcement Board | March 11, 2021 | <u>Page 98</u>      |
| • Buckhannon-Upshur Airport Authority                     | March 15, 2021 | <u>Page 99</u>      |
| • Upshur County Farmland Protection Board                 | March 16, 2021 | <u>Page 100-101</u> |
| • Upshur County Fire Board, Inc.                          | March 16, 2021 | <u>Page 102</u>     |
| • Upshur County Public Library                            | March 17, 2021 | <u>Page 103</u>     |
| • City Council of Buckhannon                              | March 18, 2021 | <u>Page 104</u>     |

c) Meeting Minutes:

- |   |                   |                     |
|---|-------------------|---------------------|
| • Upshur County Family Resource Network                   | January 11, 2021  | <u>Page 105-106</u> |
| • Elkins Road PSD   | February 2, 2021  | <u>Page 107-109</u> |
| • Adrian PSD  | February 4, 2021  | <u>Page 110</u>     |
| • Upshur County Family Resource Network                   | February 8, 2021  | <u>Page 111-112</u> |
| • Upshur County Solid Waste Authority                     | February 8, 2021  | <u>Page 113-115</u> |
| • Hodgesville PSD   | February 9, 2021  | <u>Page 116-117</u> |
| • Upshur County Safe Structures & Sites Enforcement Board | February 11, 2021 | <u>Page 118</u>     |

d) Meetings:

- 03/02/21 5:00 p.m. Elkins Road PSD
- 03/02/21 4:00 p.m. Hodgesville PSD
- 03/04/21 7:00 p.m. Banks District VFD
- 03/04/21 7:00 p.m. City Council of Buckhannon
- 03/04/21 7:00 p.m. Selbyville VFD
- 03/08/21 12:00 p.m. Upshur County Family Resource Network
- 03/08/21 4:30 p.m. Upshur County Solid Waste Authority
- 03/08/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 04/12/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 03/09/21 7:30 p.m. Adrian VFD
- 03/04/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 03/17/21 7:00 a.m. Upshur County Development Authority – Full Board
- 03/10/21 12:00 p.m. Upshur County Senior Center Board
- 03/10/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 03/09/21 7:00 p.m. Warren District VFD
- 03/04/21 3:00 p.m. Adrian PSD
- 03/10/21 3:00 p.m. Tennerton PSD

- 03/11/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 03/11/21 7:30 p.m. Buckhannon VFD
- 03/15/21 4:00 p.m. Buckhannon Upshur Airport Authority – Special Meeting
- 03/18/21 6:30 p.m. Upshur County Youth Camp Board
- 03/14/21 6:00 p.m. Washington District VFD
- 03/15/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 03/17/21 4:00 p.m. Upshur County Public Library Board
- 03/19/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 03/23/21 6:30 p.m. Upshur County Fire Board, Inc.
- 03/23/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 03/10/21 7:00 p.m. Ellamore VFD
- 03/17/21 12:00 p.m. Lewis Upshur LEPC
- 03/10/21 1:15 p.m. Upshur County Farmland Protection Board
- 03/29/21 7:00 p.m. Upshur County Fire Fighters Association
- 03/10/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 03/24/21 10:00 a.m. James W. Curry Advisory Board
- 04/26/21 12:00 p.m. Region VII Planning and Development Council
- 03/12/21 11:00 a.m. Region VI Local Elected Officials

#### 8. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6/30/2020) – Fire Association Representative
- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (unexpired term – 06/30/2021) – City Representative

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [trperry@upshurcounty.org](mailto: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. \*\*\**

#### 9. Budget Hearing Schedule

The Commission will hold budget hearings at the Upshur County Administrative Annex on the following dates. For a detailed list of meetings, please contact Carrie L. Wallace at [clwallace@upshurcounty.org](mailto:clwallace@upshurcounty.org).

- Monday, March 15<sup>th</sup> beginning at 9:00 a.m.
- Tuesday, March 16<sup>th</sup> beginning at 9:00 a.m.
- Wednesday, March 17<sup>th</sup> beginning at 9:00 a.m.
- Thursday, March 18<sup>th</sup> beginning at 1:00 p.m.
- Friday, March 19<sup>th</sup> beginning at 9:00 a.m.
- Monday, March 22<sup>nd</sup> beginning at 1:00 p.m.

#### Tabled Items

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

**Next Regular Meeting of the Upshur County Commission  
March 25, 2021 --- 9:00 a.m.  
Upshur County Courthouse Annex**

**\*\*The Commission Meeting on April 22, 2021 has been CANCELLED\*\***

IN THE COUNTY COMMISSION OF  
UPSHUR COUNTY, WEST VIRGINIA

**ORDER SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**Case Number: 010920-01 (Gardner)**

**Property in Warren Tax District – Tax Map 8D – Parcel Number 12,13,14**

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

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

2. Such action includes but is not limited to requiring the removal and cleanup of any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage located on private lands which is deemed to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect;

3. A hearing was conducted on January 7, 2021; at which time photographs were reviewed of the property, testimony was provided and the property owners were granted thirty (30) days to bring the property into compliance;

4. After conclusion of the thirty (30) calendar days given to the property owners on January 7, 2021; a full and complete hearing was conducted on Thursday, February 11, 2021; at which time testimony was provided by property owner Richadeen Gardner. After reviewing relevant evidence, the Upshur County Commission, by majority vote, hereby found the property still has an accumulation of refuse or debris which may be deemed unsanitary and detrimental to the public safety and welfare. The below are referenced violation(s) with the property at issue:

- a) There is a collection of a combination of ferrous or non-ferrous materials together with one or more junked motor vehicles. Upon reviewing photographs of the property, it appears there are several non-licensed vehicles and an accumulation of salvage materials throughout the property; therefore, per the definition provided within the Ordinance, this property is considered a salvage yard. The property owner does not have a license to operate a salvage yard in Upshur County.
- b) The property at issue is located within the floodplain and shall conform with the Upshur County Floodplain Ordinance adopted on September 16, 2010. With regards to storage,  
(1) no materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal, or plant life, shall be stored below Base Flood Elevation and  
(2) storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent floatation or readily removable from the area within the time available after flood warning.
- c) There are vehicles and refuse along the road within the Right of Way.

**WHEREFORE**, it is hereby **ORDERED** that the property owners take the following action with respect to the property at issue:

1. Storage or removal and proper disposal of any salvage material and unlicensed vehicles. If items remain on the property, they must be placed within an enclosed building.
2. Any vehicle not being worked on or scheduled to be worked on needs removed.
3. Per the Upshur County Floodplain Ordinance adopted on September 16, 2010 with regards to storage, (1) no materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal, or plant life, shall be stored below Base Flood Elevation and (2) storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent floatation or readily removable from the area within the time available after flood warning.
4. It is recommended for there to be a structure designated on the property for the business to be conducted out of. If a new building is constructed, the appropriate permits must be obtained from the Upshur County Addressing and Mapping, Building Permit and Floodplain Office.
5. Remove all refuse, debris, scrap metal and household items and either dispose of or store in an enclosed building.
6. Remove vehicles and refuse from the Right of Way.
7. Per the Order entered on December 3, 2020, commencing on Friday, January 8, 2021, a daily civil penalty in the amount of fifty dollars (\$50) will be imposed upon each property owner and tenant and will continue and not terminate until compliance has been met. The owners of the real and personal property will be jointly and severally liable for the daily penalty amounts that accrue for the property located in Warren Tax District – Tax Map 8D – Parcel Number 12,13,14. Payment may be made to the Upshur County Commission, 91 West Main Street, Suite 101, Buckhannon, WV 26201.
8. The Commission will review the status of the property at the conclusion of thirty (30) calendar days.
9. If the property is brought into compliance within the thirty (30) calendar days, the property owner shall contact the Upshur County Commission and arrange for an inspection.
10. The Commission further requests for Compliance Officer Gregory B. Harris to visit the property at the conclusion of the thirty (30) days and provide photographs and a report to the Commission regarding the conditions of the property.
11. The Commission will discuss the status of the property during a regularly scheduled Commission Meeting to be held on Thursday, March 18, 2021 at 9:15 a.m. in Room 301 of the Upshur County Courthouse Annex, 38 West Main Street, Buckhannon, WV 26201.
12. Photographs of the property taken on February 10, 2021 will be entered as “Exhibits”.

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

Richadeen Gardner  
828 Wentz Ford Road  
Buckhannon, WV 26201

William Phillips  
786 Wentz Ford Road  
Buckhannon, WV 26201

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

The motion in favor of the foregoing Order was made by Commissioner Samuel R. Nolte, seconded by Commissioner Terry B. Cutright and unanimously adopted.

WHEREUPON, Kristie G. Tenney, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this 11<sup>th</sup> day of February, 2021.



*Samuel R. Nolte*  
Samuel R. Nolte, Commissioner

*Kristie G. Tenney*  
Kristie G. Tenney, President

*Terry B. Cutright*  
Terry B. Cutright, Commissioner

ATTEST: *Carol J. Smith*  
Carol J. Smith, County Clerk

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

**CORRECTED JUDGMENT**

**\*Revised on 2/18/2021 due to typographical error\***

**Case Number: 010920-01 (Gardner)**

**Property in Warren Tax District – Tax Map 8D – Parcel Number 12,13,14**

**Deed Book 347 Page 279**

**Accrual of Fine (\$50 per day per owner) Per the Order Setting Forth Findings of Fact and Conclusions of Law entered on December 3, 2020; January 7, 2021; and February 11, 2021 by the Upshur County Commission**

**Richadeen Gardner (Owner) – Real Property Owner**  
**828 Wentz Ford Road**  
**Buckhannon, WV 26201**

Fine begins January 8, 2021

1. Fines incurred from 1/8/2021 – 2/11/2021 (35 days) = \$1,750
2. Fines incurred from 2/12/2021 – 3/18/2021 (35 days) = \$1,750

**Subtotal: \$3,500**

**William Phillips (Tenant)– Personal Property Owner**  
**786 Wentz Ford Road**  
**Buckhannon, WV 26201**

Fine begins January 8, 2021

1. Fines incurred from 1/8/2021 – 2/11/2021 (35 days) = \$1,750
2. Fines incurred from 2/12/2021 – 3/18/2021 (35 days) = \$1,750

**Subtotal: \$3,500**

**Total judgment against property located at 786 Wentz Ford Road - Warren Tax District – Tax Map 8D – Parcel Number 12,13,14 to date = \$7,000 UNLESS property owner contacts the office of the Upshur County Commission before 3/18/2021 to notify the property has been brought into compliance.**



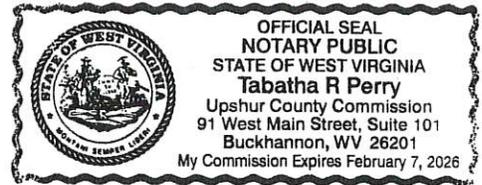
Kristie G. Tenney  
 President, Upshur County Commission  
 February 16, 2021

State of WV  
County of Upshur

The foregoing document was acknowledged before me this 16<sup>th</sup> day of February, 2021 by  
Kristie G. Tenney.

My commission expires: February 7, 2026.

Tabatha R Perry  
Notary Public



Upshur County  
Carol J Smith, Clerk  
Instrument 202100001716  
02/18/2021 @ 08:10:59 AM  
JUDGEMENT NO FEE  
Book 51 @ Page 32  
Pages Recorded 5



## American Red Cross Central Appalachia Region

### AMERICAN RED CROSS MONTH A Proclamation Upshur County Commission

- Whereas, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need locally, in Upshur County, West Virginia, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering.
- Whereas, During the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage.
- Whereas, In West Virginia, local families have relied on volunteers for comfort and hope while coping with home fires, floods and more. The Red Cross and its local volunteers helped over 700 families impacted by home fires throughout the state and in Upshur County, by addressing their urgent needs like food, lodging and recovery support.
- Whereas, West Virginia volunteers have supported local families in other ways too. Last year in West Virginia, the Red Cross collected over 30,000 units of lifesaving blood while providing COVID-19 antibody testing to every donor, and provided nearly 3,000 services to military members, veterans and their families.
- Whereas, This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

NOW, THEREFORE, the Upshur County Commission dedicates March 2021 as Red Cross Month to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on volunteers and the generosity of the public to perform its mission.

Dated: March 18, 2021

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Samuel R. Nolte  
Commissioner

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Kristie G. Tenney  
President

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Terry B. Cutright  
Commissioner



**Every two seconds, someone in the U.S.—a mother giving birth, a neighbor receiving treatment for cancer, an auto accident victim—needs blood.** To meet the constant demand for blood, the American Red Cross must collect nearly 13,000 units every day, and our *Blood Saves Lives* emergency vehicles are essential to this lifesaving work.

**Collections:** Every day, Red Cross vehicles transport staff, equipment and supplies to about 520 blood drives nationwide.

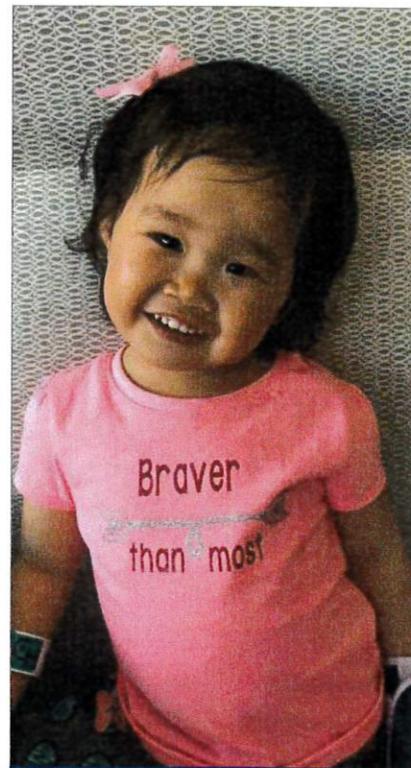
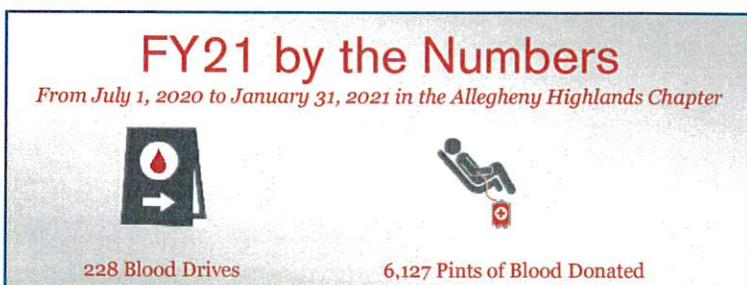
**Processing:** Our vehicles then shepherd each unit of blood to a processing facility where it undergoes rigorous testing, ensuring the safest blood products possible.

**Delivery:** Our vehicles deliver approximately 6.5 million blood products, securely transporting it from storage to patients at hospitals and cancer-treatment centers each year.

In support of the ongoing need to provide lifesaving blood when its needed most, the Allegheny Highlands Board of Directors has announced its *Driving Our Mission* campaign. **Our goal – together with our community – is to raise \$37,500 to purchase a new *Blood Saves Lives Dodge Caravan* by June 30, 2021.** Almost \$15,000 has already been donated by the Board of Directors and community partners.

This new vehicle will serve **our neighbors** in the Allegheny Highlands. After three years as a blood services vehicle, it converts to support disaster response in our area.

To make a gift or for more information, please contact Jason Keeling, Executive Director at (681) 209-5631 or [Jason.Keeling2@RedCross.org](mailto:Jason.Keeling2@RedCross.org).



Shelby Campbell is living with a rare blood disorder. To prevent her from experiencing life-threatening anemia, Shelby requires a transfusion every three weeks.

# Certificate of Recognition

THE UPSHUR COUNTY COMMISSION HEREBY RECOGNIZES

## Prisilla Peggs

WHOSE QUICK-THINKING, COURAGE AND HEROISM OF ADMINISTERING LIFE SAVING ASSISTANCE TO A FELLOW CITIZEN IN NEED RESULTED IN THE SAVING OF A LIFE AND HAS FOREVER CHANGE THE COURSE OF LIFE FOR HIM AND HIS LOVED ONES. WE COMMEND PRISILLA'S SELFLESS ACT OF HEROISM AND ARE EXCEEDINGLY PROUD OF HER.



\_\_\_\_\_  
Sam Nolte, Commissioner

\_\_\_\_\_  
Kristie Tenney,  
Commission President  
On this day March 18, 2021

\_\_\_\_\_  
Terry Cutright, Commissioner

Tri County Towing  
1068 Old Elkins Road  
Buckhannon, WV 26201  
Tel: (304)472-8412  
Cell: (304)642-8411  
Fax: (303)472-0422

Upshur County Commission  
38 West Main Street  
Buckhannon, WV 26201

Ref: Petitioning Upshur County Commission to be put on rotation for towing service in Upshur County

Enclosed is the information that is required to be on rotation for towing service in Upshur County.

Thanking you in advance

Steve Booth



# James W. Curry Scholarships

Scholarship of \$2000 over a two-year period

Two Awards - \$1000 per year for each

## Upshur County Commission

*Rewarding students who continue his legacy...  
Investing in our future!*

The James W. Curry Scholarships will provide financial assistance to deserving individuals who plan to continue their education following graduation from high school. James W. Curry valued education and understood the importance of furthering education to assure economic prosperity, as well as returning to your community to serve after obtaining additional training and education.

### Criteria:

- π 2.0 overall high school GPA
- π Must obtain high school diploma or GED
- π Resident of Upshur County
- π Complete application and submit by April 26th deadline
- π Show proof of acceptance by an accredited 2-year or 4-year institution of higher education and maintain academic eligibility for second year of award

### Upshur County Commission

91 West Main St., Suite 101  
Buckhannon, West Virginia 26201

Phone: (304) 472-0535

Fax: (304) 473-2802

Eligible applicants will be required to submit a completed application according to the instructions provided. Applications must be delivered to the Office of the Upshur County Commission, via USPS mail or e-mail to [trperry@upshurcounty.org](mailto:trperry@upshurcounty.org) on or before 4 p.m. on Monday, April 26, 2021.

### James W. Curry Scholarship

The Upshur County Commission is now accepting applications for The James W. Curry Scholarship for the 2021-2022 academic year. The James W. Curry Scholarships will provide financial assistance to deserving individuals who plan to continue their education following graduation from high school. James W. Curry valued education and understood the importance of furthering education to assure economic prosperity, as well as returning to your community to serve after obtaining additional training and education. The scholarship is for \$2000 over a two-year period. Applicants must meet the following criteria: overall high school GPA of 2.0, high school diploma or GED must be obtained, resident of Upshur County, submit completed application by Monday, April 26th deadline, show proof of acceptance by an accredited 2-year or 4-year institution of higher education and maintain academic eligibility for second year of award.

Interested individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:00 p.m., Monday through Friday or the website at [www.upshurcounty.org](http://www.upshurcounty.org). Completed applications must be returned to the Office of the Upshur County Commission on before close of business on Monday, April 26, 2021.

# James W. Curry Scholarship Application

## Calendar Year 2021

Sponsored by the Upshur County Commission

APPLICANT INFORMATION		
<input type="checkbox"/> Female <input type="checkbox"/> Male		Date
Last Name	First	M.I.
Street Address		Apartment/Unit #
City	State	Zip
Phone	E-mail Address	
If under the age of 18 Name of Parent/Guardian		
Address:		

EDUCATION			
High School		Address	
Anticipated date of Graduation	GPA:	Advanced Courses Taken	

REFERENCES	
<i>Please list three personal or professional references</i>	
Full Name	Relationship
Address	Phone (    )
City, State, Zip	
Full Name	Relationship
Address	Phone (    )
City, State, Zip	
Full Name	Relationship
Address	Phone (    )
City, State, Zip	

ACADEMIC ACHIEVEMENT
Academic Honors and Awards Received

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**COMMUNITY/SERVICE INVOLVEMENT AND/OR EXTRA CURRICULAR ACTIVITIES**

Community Involvement / Service Projects


Extracurricular Activities


Please visit the James W. Curry Library and Park and then write an essay on the following topic:

How has the James W. Curry Library and Park influenced your childhood and how does this impact your plans and goals for the future?

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(Attach any additional essay sheets to this application --Please keep to a maximum of two additional sheets)

**COLLEGE PLANS; PLEASE ENCLOSE LETTER OF ACCEPTANCE**

Name of College /Career /Technical School  
Planning to Attend

Intended Major

**VERIFICATION AND SIGNATURE**

I certify that the information on this application is true and complete to the best of my knowledge.

Signature

Date

**MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**THIS MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT** (the "Agreement"), dated as of this 18th day March, 2021 by and between Country Roads Leasing, LLC, a Limited Liability Company, as the lessor ("Lessor"), and Upshur County Commission as the lessee ("Lessee").

**WITNESSETH:**

**WHEREAS**, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental and/or proprietary functions;

**WHEREAS**, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement;

**WHEREAS**, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes and subject to the conditions set forth herein; and,

**WHEREAS**, This Agreement shall be implemented through one or more series of equipment schedules ("Equipment Schedules") with each Equipment Schedule comprising one or more Equipment Lists, Acceptance Certificates, Schedules of Payments and related documents, all of the foregoing constituting a single transaction, and the terms and conditions contained herein shall apply to each series of the foregoing as if a separate lease was executed for each Equipment Schedule:

**NOW THEREFORE**, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

**ARTICLE 1**

**DEFINITIONS, IMPLEMENTATION AND ATTACHMENTS**

**Section 1.1 Definitions:** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified.

**Acceptance Certificate:** The document which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee on the date thereof.

**Agreement Date:** The date of this Agreement.

**Code:** The Internal Revenue Code of 1986, as now or hereafter amended, and the regulations and revenue rulings and procedures issued pursuant thereto from time to time.

**Equipment:** Individually or collectively, the personal property consisting of equipment described in one or more Equipment Schedules, including Equipment List(s), Essential Use Letter(s) and Acceptance Certificates executed by Lessee and delivered to Lessor, or to be executed and delivered, pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

**Fiscal Year:** The twelve-month fiscal period of Lessee, as defined in the Schedule of Payments.

**Escrow Agreement:** An escrow agreement delivered pursuant to Section 1.2(a) hereof, if applicable.

**Interest:** The portion of any Rental Payment designated as and comprising interest as shown in the Schedule of Payments as now or hereafter constituted.

**Lessor:** "Lessor" shall include all persons to whom Lessor's rights under this Agreement have been assigned in compliance with Section 11.1 hereof.

**Net Proceeds:** Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof, including attorneys' fees.

**Non-appropriation:** The failure of governing body to appropriate money for any fiscal year of Lessee sufficient for the continued performance of this Agreement by Lessee, as evidenced by a written notice thereof to Lessor before the commencement of such Fiscal Year.

**Payment Date:** The date upon which any Rental Payment is due and payable as provided in the Schedule of Payments as now or hereafter constituted.

**Principal:** The portion of any Rental Payment designated as principal in the Schedule of Payments as now or hereafter constituted.

**Purchase Price:** The amount which Lessee can pay to Lessor to acquire the Equipment outright on a Rental Payment due date, as set forth on the Schedule of Payments executed by Lessee and applicable to such Equipment.

**Rental Payments:** The basic payments payable by Lessee pursuant to the provisions of this Agreement during the Term which are payable in consideration of Lessor permitting the Lessee to use the Equipment. Rental payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term set forth in the Schedule of Payments.

**Schedule of Payments:** The document(s) which sets forth the terms and provisions of Lessee's payment obligation under each Equipment Schedule with respect to the Equipment and which shall include an amortization table showing the principal and interest component of each payment..

**Specifications:** The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Vendor.

**State:** The State of West Virginia.

**State and Federal Law or Laws:** The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any Federal agency.

**Term of this Agreement or Agreement Term:** The period during which this Agreement is in effect as specified in Section 4.1.

**Vendor:** Each of the manufacturers or vendors, as well as the agents or dealers of manufacturers and vendors, from whom Lessee (or Lessor at Lessee's request) has ordered or will order, or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract, for the manufacture, delivery and/or installation of the Equipment.

### **Section 1.2 Implementation:**

(a) **Equipment Schedules.** The Agreement is being executed in conjunction with one or more written Equipment Schedules which by reference to this Agreement, and upon proper execution by Lessee and Lessor, become subject to all the terms and conditions contained herein. The terms and conditions contained herein shall apply to each such Equipment Schedule as if a separate Agreement were executed for each Equipment Schedule. Subsequent wording of this Agreement notwithstanding, this Agreement is effective with respect to any Equipment Schedule executed in conjunction herewith for the lease term (as subsequently defined herein) provided in such Equipment Schedule. Additional Equipment Schedules may be executed from time to time by the Lessee and the Lessor, and if such Equipment Schedules refer by date and contracting parties to this Agreement, such Equipment Schedule shall be deemed to be executed in conjunction herewith and to be subject hereto regardless of the date upon which such Equipment Schedules are executed.

(b) Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) a Schedule of Payments; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto.

(c) Implementation of Non-Escrow Funded Transactions. Non-Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate with respect thereto to which shall be attached the related Schedule of Payments.

**Section 1.3 Attachments:** The following Attachments are attached to and by reference made a part of this Agreement and each Equipment Schedule:

**Attachment 1:** Equipment List which describes the Equipment being leased by Lessee pursuant to this Agreement, including the serial number thereof, which shall be inserted when available.

**Attachment 2:** Schedule of Payments which is defined in Section 1.1.

**Attachment 3:** An Acceptance Certificate which is defined in Section 1.1 (non-escrow transactions).

**Attachment 4:** A form of opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Agreement and various related documents, the absence of litigation, and related matter.

**Attachment 5:** A form of resolution of the governing body of Lessee relating to the Agreement and, if applicable, certain federal tax matters.

**Attachment 6:** An Incumbency Certificate which certifies the signatures and offices of certain officers of Lessee.

**Attachment 7:** An essential use letter which confirms that the Equipment is essential to the governmental functions of Lessee.

**Attachment 8:** Insurance Coverage Agreement.

**Attachment 9:** \$10,000,000 Small Issuer Certificate (if applicable).

**Attachment 10:** Payment Request Form (non-escrow transaction).

**Attachment 11:** IRS Form 8038, Form 8038G or Form 8038GC (as applicable).

**Attachment 12:** Uniform Commercial Code Financing Statement.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 2.1 Representations, Covenants and Warranties of Lessee:** Lessee represents, covenants and warrants as follows:

(a) Lessee is a state or political subdivision or body within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder.

(e) Lessee shall cause to be executed and delivered to Lessor, an opinion of its counsel and an incumbency certificate in form and substance satisfactory to Lessor.

(f) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement.

(g) The execution, delivery and performance of this Agreement, and transactions contemplated herein, will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound.

(h) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder.

(i) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall deliver to Lessor, an Essential Use Letter in substantially the form attached hereto.

(j) The Equipment is, and shall remain during the Term of this Agreement, personal property.

(k) Upon execution of this Agreement, Lessee will submit to Lessor (or its counsel) a Form 8038-G information reporting statement as prescribed by the Secretary of the Treasury at the time and in the form then required by the Code and the Regulations.

(l) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants with respect to any agreement of the same general nature as this Agreement, or any of its bonds, notes or other obligations for which its general credit or revenues are or were pledged.

(m) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

### ARTICLE III LEASE OF EQUIPMENT

**Section 3.1 Agreement to Lease Equipment:** Lessee hereby agrees to acquire, purchase and lease all the Equipment from Lessor, and Lessor hereby agrees to sell, transfer and lease all the Equipment to Lessee, all on the terms and conditions set forth in this Agreement.

**Section 3.2 Equipment Delivery; Documentation:** Lessor shall furnish to Lessee completed copies of Equipment List(s) and Schedule(s) of Payments relating to the Equipment for each Equipment Schedule. Upon delivery of the Equipment, Lessee shall inspect such Equipment, and if such Equipment meets Lessee's Specifications contained in the order and bid relating thereto, Lessee shall within three (3) business days from the date of delivery of the Equipment provide to Lessor a completed and executed copy of an Acceptance Certificate relating thereto (and other items as required by this Agreement). If Lessee has furnished to Lessor such Acceptance Certificate (and other required items) within such three-day period, Lessee shall be deemed to have accepted the Equipment. Simultaneously with the delivery, Lessor and Lessee shall take all actions necessary to vest legal Title to the Equipment in the party specified in Section 6.1 hereof, and to perfect a security interest therein in favor of Lessor or a person, firm or corporation designated by it. In addition, Lessee covenants that at least 15% of the principal amount of the Agreement will be spent within 180 days of the date of the Agreement, and further that 100% of the principal amount will be spent within 18 months of the date of this Agreement.

**Section 3.3 Possession and Enjoyment:** So long as Lessee is not in default hereunder, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use and enjoy the Equipment without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof.

**Section 3.4 Lessor Access to Equipment:** The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

**Section 3.5 Location of Equipment.** Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change of that location.

**Section 3.6 Modifications.** Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

#### **ARTICLE IV TERM OF AGREEMENT**

**Section 4.1 Agreement Term:** This Agreement shall be effective as of the date of execution hereof and shall remain in effect until Lessee has paid all Rental Payments and other amounts due hereunder, subject to Section 4.2 below.

**Section 4.2 Termination of Agreement Term:** The Term of this Agreement as to each Equipment Schedule will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.4;
- (b) the exercise by Lessee of its right to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Agreement with respect to the Equipment pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to the Equipment.

**Section 4.3 Intent to Continue Agreement Term; Appropriations:** Lessee intends, subject to the provisions of Section 4.4, to pay all Rental Payments hereunder and reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Term will be available. Lessee further intends, and hereby covenants, to do all things lawfully within its power to obtain and maintain funds from which all Rental Payments and payments for all necessary insurance and maintenance on the Equipment may be made, including making provision in each budget submitted and adopted in accordance with law, to use its bona fide best effort to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

**Section 4.4 Non-appropriation by Lessee:** In the event that during any Fiscal Year of Lessee sufficient funds are not appropriated for the payment of all Rental Payments required to be paid during Lessee's next succeeding Fiscal Year, Lessee shall have the right to terminate this Agreement as of the end of its then current fiscal year, in the manner and subject to the terms specified in this Section and Section 4.5. Lessee may effect such termination by giving Lessor a written notice of termination with respect to the Equipment and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal year. Lessee shall give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement with respect to the Equipment as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor, or release its interest in, the Equipment within

ten (10) days after the termination of this Agreement.

**Section 4.5 Effect of Termination:** Upon termination of this Agreement, as provided in Section 4.4, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Agreement, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages, but only insofar as and to the extent permitted by laws of the State with respect to a governmental entity of the same type, in an amount equal to the amount of the Rental Payments thereafter coming due under the Schedule of Payments which are attributed to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

## ARTICLE V RENTAL PAYMENTS

**Section 5.1 Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder constitutes a current expense of Lessee and not a debt in contravention of constitutional or statutory limitation nor a pledge of the full faith and credit or the general tax revenues, funds or monies of Lessee.

**Section 5.2 Rental Payments:** Lessee agrees to pay Rental Payments during the Term of the Agreement, in the amounts and on the dates specified in the Schedule of Payments. All Rental Payments shall be paid to Lessor at its offices at the address specified on the signature page hereof, or to such other person(s) or entity(ies) to which Lessor has assigned such Rental Payments at such place as assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from monies legally available therefore, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee(s).

**Section 5.3 Interest and Principal Components:** As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest, and the balance is paid as, and represents payment of, principal.

**Section 5.4 Rental Payments to be Unconditional:** Except as provided in Section 4.4, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Agreement. Lessee's obligation to make Rental Payments or other payments during the Agreement Term shall not be abated through accident or unforeseen circumstances.

## ARTICLE VI TITLE

**Section 6.1 Title:** During the Term of this Agreement, and so long as Lessee is not in default as provided in Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions, and modifications to it shall be in Lessee. Upon termination of this Agreement pursuant to Section 4.4 or Article XII hereof, title to the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without the necessity of any further action by the parties. In the event that title reverts to Lessor as described above, Lessee will reasonably surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 12.3.

**Section 6.2 Security Interest:** To secure all obligations of Lessee hereunder, Lessee hereby grants to

Lessor a security interest in and to all of Lessee's right, title and interest in and to the Equipment including substitutions and replacements thereof or thereto, and all proceeds (cash and non-cash), including the proceeds of insurance. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, or Lessor deems necessary or appropriate to give notice of Lessor's security interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment. In the case of escrow funded transactions, as further security Lessee hereby grants to Lessor, a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in that certain Escrow Agreement by and among Lessor, Lessee and the financial institution acting as escrow agent dated as of the date hereof) and all proceeds (cash and non-cash) thereof. Lessee further agrees that with respect to the Equipment and if applicable, the Escrow Fund, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee authorizes Lessor to file such financing statements or other documents and to take whatever other action as are necessary to perfect and continue Lessor's security in the Equipment. If necessary, Lessee agrees to execute such further documents or take such further action to allow Lessor to perfect the security interest granted herein.

**Section 6.3 Liens:** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein.

**Section 6.4 Personal Property:** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment, or any part thereof, may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means or cement, plaster, nails, bolts, screws or otherwise.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

**Section 7.1 Insurance:** Lessee, at its own expense, shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment sufficient to protect the full replacement value of the Equipment and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor.

**Section 7.2 Requirements For All Insurance:** All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insured, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Article shall be applied as provided in Section 8.4 and 8.5 hereof.

**Section 7.3 Failure to Maintain Insurance:** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of 15% per annum.

**Section 7.4 Lessee's Negligence:** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents.

**Section 7.5 Indemnification:** Lessee shall, to the extent permitted by applicable law, indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of, or as the result, of the Equipment, including the ownership of any item of the Equipment, the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death of any person, unless the source shall have been caused by the acts or omissions of Lessor, its officers, employees or agents. The indemnification obligation arising hereunder shall continue in full force and effect notwithstanding the full payment of any obligations under this agreement or termination of the Term for any reason.

## ARTICLE VIII

### LICENSES, MAINTENANCE, TAXES, UTILITIES, DAMAGES AND CONDEMNATION

**Section 8.1 Use; Permits:** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use or operate the Equipment improperly, carelessly, in violation of any State and Federal Law, or for a purpose, or in a manner contrary to that, contemplated by this Agreement. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

**Section 8.2 Maintenance of Equipment by Lessee:** Lessee shall, at all times and at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

**Section 8.3 Taxes, Other Governmental Charges and Utility Charges:** The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation or cause taxation in any form (except for net income taxes of Lessor), including, but not limited to, a determination that Lessor's (or its assignees) interest in the Lease is a taxable interest, Lessee will pay during the Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or thereon, or as a result thereof, as well as all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

**Section 8.4 Damage, Destruction and Condemnation.** If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the

Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment.

**Section 8.5 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration or the Purchase Price referred to in Section 8.4 hereof, Lessee shall, as applicable, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds (Lessee agrees that, if by reason of such insufficiency of the Net Proceeds, Lessee shall incur expenses pursuant hereto, it shall not be entitled to any reimbursement thereof from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article V hereof); or (b) pay to Lessor the excess of the sum of the then applicable Purchase Price and pro rata allocation of interest over the Net Proceeds (which shall be retained by Lessor) and, upon such payment, the Term shall terminate and title to the Equipment shall be conveyed by Lessor to Lessee as provided in Article X of this Agreement.

**Section 8.6 Advances:** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 2% per month or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## ARTICLE IX EQUIPMENT WARRANTIES

**Section 9.1 Selection of Equipment:** The Equipment and the Vendor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Vendor or its sales representative of the order submitted, or any delay or failure by the Vendor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Attachment 1 when available.

**Section 9.2 Installation and Maintenance of Equipment:** Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Vendor.

**Section 9.3 Disclaimer of Warranties.** (a) LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

(b) Execution of an Acceptance Certificate shall constitute acknowledgment by Lessee that: (i) the equipment is of a size, and design, capacity and manufacture selected by Lessee; (ii) Lessee is satisfied that the Equipment is suitable for its purpose; (iii) Lessor has represented that it is not a vendor or a manufacturer or dealer in property of such kind; and (iv) Lessor has disclaimed any representation or warranty or covenant as set forth in Section 9.3(a) above.

**Section 9.4 Vendor's Warranties:** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to

time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representations or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

**Section 9.5 Patent Infringement:** Lessor hereby assigns to Lessee for and during the Term of this Agreement all of its interest in patent indemnity protection provided by a Vendor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Agreement.

## ARTICLE X CONSUMMATION OF PURCHASE

**Section 10.1 Consummation of Purchase:** As to each Equipment Schedule, and at the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

- (a) at the end of the term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or
- (b) on any Rental Payment due date, upon payment by Purchaser of the then applicable Purchase Price as set forth in the Schedule of Payments and all other sums required to be paid hereunder.

Upon the occurrence of either of the above, Lessor shall, upon request of Lessee, deliver to Lessee a confirmatory Bill of Sale transferring permanently its full remaining right, title and interest in the Equipment to Lessee free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances, but without other warranties.

## ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

**Section 11.1 Assignment by Lessor:** This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder, may be assigned and reassigned in whole to one assignee by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of the Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payment to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective. Lessee agrees to establish and maintain a book-entry record of ownership of this Agreement. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interest in the Equipment and in this Agreement.

**Section 11.2 Assignment, Sale or Other Disposition by Lessee:** Lessee agrees not to (a) sell, assign, transfer, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Agreement or the Equipment, (b) remove the Equipment from its Equipment Location identified on the Equipment List or (c) enter into any contract or agreement with respect to the use and operation of any of the Equipment by any person other than Lessee, without Lessor's prior written consent in each instance. Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or other conveyance that may be made with such consent. Lessee shall take no action that may adversely affect the excludability from gross income for federal income tax purposes of any portion of the interest component of the Rental Payments.

**ARTICLE XII**  
**EVENTS OF DEFAULT AND REMEDIES**

**Section 12.1 Events of Default Defined:** The following shall be "events of default" under this Agreement, and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder within ten (10) calendar days of the time and manner specified herein; or
- (b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or
- (c) Any certificate, statement, representation, warranty or audit contained herein or heretofore furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or
- (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, the filing by Lessee of an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding, or the failure to file an answer to such petition within forty-five (45) days from the filing thereof.

**Section 12.2 Remedies on Default:** Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, with or without terminating this Agreement, declare all Rental Payments due, or to become due, during the Fiscal Year in effect when the default occurs, to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- (b) Lessor, with or without terminating this Agreement, may repossess the Equipment by giving Lessee written notice to deliver such Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within five (5) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and retake possession of the Equipment. Lessee expressly waives any damages occasioned by such repossession. Upon gaining possession of the Equipment, Lessor shall have the right to sell, lease or sublease Equipment, or any item thereof, for its own account. Notwithstanding the fact that the Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect.
- (c) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs and costs incurred in repossessing the Equipment, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**Section 12.3 Return of Equipment:** Upon the expiration or termination of this Agreement prior to the payment of all Rental Payments in accordance with the Schedule of Payments, Lessee shall pack and return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 8.2, with a written audit as to what is being returned, in the following manner as may be specified by Lessor: (i) by delivering the

Equipment, at Lessee's cost and expense, to such location as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable, at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. The Equipment shall be properly packed by Lessee's maintenance office or organization. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2. If the Equipment, or any portion of it, has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Price of the Equipment, as set forth in the Schedule of Payments (less credit for Net Proceeds) to Lessor.

**Section 12.4 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 12.5 Late Charge:** Whenever any event of default referred to in Section 12.1(a) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for *each* thirty (30) day period, or part thereof, during which such event of default occurs, equal to one and one-half (1.5%) percent, or the highest legal rate allowed by law, whichever is less, of the delinquent amount of Principal and accrued Interest owed, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefore; provided, however, that this Section 12.5 shall not be applicable if or to the extent that the application thereof would affect the validity of this Agreement.

### ARTICLE XIII TAX MATTERS

**Section 13.1 Covenants:** The parties assume that Lessor can exclude the interest component of the Rental Payments from Federal gross income. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G (or, if the invoice price of the Equipment is less than \$100,000, a form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

**Section 13.2 Taxability Determination:** If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude any interest paid hereunder from Federal gross income because Lessee breached a covenant contained herein, or because of an amendment to the Code or a change in any law affecting the tax treatment by the Lessor of such interest, then, and in such event, Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, an amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement through the date of such event. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to Lessor, on each succeeding Rental Payment due date, such amount as will maintain such after-tax yield to Lessor.

**ARTICLE XIV  
ADMINISTRATIVE PROVISIONS**

**Section 14.1 Notices:** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof.

**Section 14.2 Financial Information:** During the Term of the Agreement, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor or its assignee.

**Section 14.3 Binding Effect:** This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee, and their respective successors and assigns.

**Section 14.4 Severability/Survival:** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligation of Lessee under Sections 7.5, 8.3 and 13.2 which accrue during the term shall survive termination of this Agreement.

**Section 14.5 Amendments, Changes and Modifications:** This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

**Section 14.6 Further Assurances and Corrective Instruments:** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

**Section 14.7 USA Patriot Act Compliance Notification.** Designed to assist the government in preventing the funding of terrorist and money laundering activities, Section 326 of the USA Patriot Act requires Lessor to know the business entities that are new to Lessor. To accomplish this, Lessor will obtain, verify and record information that identifies entities that enter into a lease or funding arrangement with it. What this means to Lessee is that Lessor will ask Lessee for, and Lessee agrees to provide, business name, physical address, taxpayer identification number and other information that will allow Lessor to verify Lessee's identity. The information requested may include, but is not limited to, driver's license number, social security number and documents such as a charter or articles of incorporation, if applicable, which will verify the identifying information presented to Lessor.

**Section 14.8 Execution in Counterparts:** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.9 Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State.

**IN WITNESS WHEREOF**, Lessor has caused this Agreement to be executed in its company name by its duly authorized officer; and Lessee has caused this Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

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

**By** \_\_\_\_\_  
**Name: Jeffrey W Smell**  
**Title: Sole Member**

**ATTEST:**

**LESSEE:**  

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

**By** \_\_\_\_\_  
**Name: Carol J. Smith**  
**Title: County Clerk**

**By:** \_\_\_\_\_  
**Name: Kristie G. Tenney**  
**Title: President**

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Attachments To The  
Master Lease - Purchase Agreement  
Between  
COUNTRY ROADS LEASING, LLC  
AND  
UPSHUR COUNTY COMMISSION  
DATED 03/18/2021  
EQUIPMENT SCHEDULE NUMBER 1

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

Attachment 1

**EQUIPMENT LIST**  
(Acceptance Certificate No.1)

The Equipment which is the subject of that certain Master Equipment Lease-Purchase Agreement dated March 18, 2021, (the "Agreement") between Country Roads Leasing, LLC and Lessee is as follows:

One (1) New 2021 Ford Expedition VIN#1FMJU1GT8MEA26896

The above described  
Equipment shall be  
located at:

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

**LESSEE:**

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

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

**Name: Kristie G. Tenney**

**Title: President**

**SCHEDULE OF PAYMENTS**  
(Acceptance Certificate No.1)

Pertaining to that certain Acceptance Certificate No.1 entered pursuant to that certain Master Equipment Lease-Purchase Agreement, dated March 18, 2021 (the "Agreement") between Country Roads Leasing, LLC ("Lessor") and Upshur County Commission ("Lessee").

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

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

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

\$10,596.75 per year made for a term of 4 payments, with the first payment due on March 19, 2021, and each subsequent payment due on the like day of each year thereafter.

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

**B. LATE PAYMENTS.**

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

**C. BUDGETARY PERIOD.**

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

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

**LESSOR:**

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

**LESSEE:**

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

By: \_\_\_\_\_  
Name: Jeffrey W Smell  
Title: Sole Member

By: \_\_\_\_\_  
Name: Kristie G. Tenney  
Title: President

**Upshur County Commission Ford Expedition 2021**

**Compound Period: Annual**

**Nominal Annual Rate: 3.100 %**

**CASH FLOW DATA**

<b>Event</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Period</b>	<b>End Date</b>
Payment	03/19/2021	10,596.79	4	Annual	03/19/2024

**AMORTIZATION SCHEDULE - Normal Amortization**

	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
Loan	03/18/2021				40,510.00
1	03/19/2021	10,596.79	3.44	10,593.35	29,916.65
2021 Totals		10,596.79	3.44	10,593.35	
2	03/19/2022	10,596.79	927.42	9,669.37	20,247.28
2022 Totals		10,596.79	927.42	9,669.37	
3	03/19/2023	10,596.79	627.67	9,969.12	10,278.16
2023 Totals		10,596.79	627.67	9,969.12	
4	03/19/2024	10,596.79	318.63	10,278.16	0.00
2024 Totals		10,596.79	318.63	10,278.16	
<b>Grand Totals</b>		<b>42,387.16</b>	<b>1,877.16</b>	<b>40,510.00</b>	

*Last interest amount increased by 0.01 due to rounding.*

**ACCEPTANCE CERTIFICATE No. 1**

**THIS ACCEPTANCE CERTIFICATE** is issued pursuant to that certain Master Equipment Lease-Purchase Agreement dated March 18, 2021 (the "Agreement") between Country Roads Leasing, LLC ("Lessor") and Upshur County Commission, ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition, and hereby accepts, all of the Equipment described on the attached Equipment List this 18th day of March 2021.

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

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

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

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

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

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

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

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

**ATTEST:**

**By:** \_\_\_\_\_  
**Name: Carol J. Smith**  
**Title: County Clerk**

**LESSEE:**

**By:** \_\_\_\_\_  
**Name: Kristie G. Tenney**  
**Title: President**

**Resolutions of Governing Body**

**LESSEE: Upshur County Commission**

Master Equipment Lease-Purchase Agreement dated: March 18, 2021

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 4th day of March 2021, the following resolution was introduced and adopted.

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

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

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

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

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

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

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

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

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

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

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

Seal:

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

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

**LESSEE:**

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

**By:** \_\_\_\_\_  
**Name: Kristie G. Tenney**  
**Title: President**

**INCUMBENCY CERTIFICATE**

I do hereby certify that I am the duly elected or appointed and acting President of the Upshur County Commission, a political subdivision duly organized and existing under the laws of the State of West Virginia, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease-Purchase Agreement dated March 18, 2021 between such entity and Country Roads Leasing, LLC.

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Kristie G. Tenney	President	_____
Carol J. Smith	County Clerk	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this 18th day of March 2021.

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

**Name: Kristie G. Tenney**  
**Title: President**

Seal

**ESSENTIAL USE LETTER**

Reference is made to that certain Master Equipment Lease-Purchase Agreement, dated as of March 18, 2021, (the "Agreement"), between Country Roads Leasing, LLC, as Lessor and the undersigned, as Lessee. The Equipment, as such term is defined in the Agreement can generally be described as follows:

One (1) New 2021 Ford Expedition VIN#1FMJU1GT8MEA26896

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

**LESSEE:**

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

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

**Name: Kristie G. Tenney**

**Title: President**

**Date: March 18, 2021**

## INSURANCE COVERAGE AGREEMENT

**LESSEE:**

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

**LESSOR:**

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

**Description of Equipment:** One (1) New 2021 Ford Expedition VIN#1FMJU1GT8MEA26896

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

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

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

**INSURANCE AGENT**

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

**INSURANCE COMPANY**

WV Corp.  
 Policy: WV-UP-049-21  
 Email jmullen@riskprograms.com

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

**Name: Kristie G. Tenney**

**Title: President**

**Date: March 18, 2021**

**SMALL ISSUER CERTIFICATE**

Reference is made to, and this certificate is attached to and made a part of, that certain Master Equipment Lease-Purchase Agreement (the "Agreement") dated as of March 18, 2021 by and between Country Roads Leasing, LLC, as Lessor, and Upshur County Commission, as Lessee.

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

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

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

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

DATE: March 18, 2021

**LESSOR:**

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

**LESSEE:**

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

By \_\_\_\_\_  
Name: Jeffrey W Smell  
Title: Sole Member

By: \_\_\_\_\_  
Name: Kristie G. Tenney  
Title: President

**PAYMENT REQUEST FORM**

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

PAYEE: Jenkins Ford

AMOUNT: \$39,218.00

DESCRIPTION OF EQUIPMENT: One (1) New 2021 Ford Expedition VIN#1FMJU1GT8MEA26896

**LESSOR:**

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

**LESSEE:**

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

By \_\_\_\_\_  
**Name: Jeffrey W Smell  
Title: Sole Member**

By: \_\_\_\_\_  
**Name: Kristie G. Tenney  
Title: President  
Date: March 18, 2021**

**ADDENDUM NO. 1**  
**To**  
**Master Lease-Purchase Agreement (the "Lease")**  
**Dated March 18, 2021**  
**By and Between Country Roads Leasing, LLC (the "Lessor") and**  
**The Upshur County Commission (the "Lessee")**

1. Pursuant to Section 7-1-3GG (3) of the West Virginia Code, as amended, the Lessee shall have the following options during each fiscal year of the Lease:

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

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

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

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

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

Dated: March 18, 2021

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

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

**By:** \_\_\_\_\_  
**Its:** Sole Member

**By:** \_\_\_\_\_  
**Title:** President

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

Pursuant to the Master Equipment Lease-Purchase Agreement ("Agreement") dated March 18, 2021, Country Roads Leasing, LLC ("Lessor"), hereby gives notice to the Upshur County Commission, whose address is, 91 West Main Street, Buckhannon, West Virginia 26201, ("Lessee") of an Assignment between Country Roads Leasing, LLC and Freedom Bank, ("Assignee") whose address is 625 West Main Street, Bridgeport, West Virginia 26330, by which Lessor assigned to Assignee all of its rights, title and interest in and to the Agreement and the Exhibits incorporated therein (collective, the "Assigned Lease"), the Equipment, and to the Lease Payment ("Lease Payment") and other amounts due under the Assigned Lease.

Lessee hereby agrees to (1) reflect this transfer through the book entry system maintained by Lessee pursuant to the Agreement, and (2) commencing on March 19, 2021 with 4 annual payments in the amount of \$10,596.79 and other amounts due pursuant to the Assigned Lease are payable to and should be remitted to the Assignee at the following or such other address as may be designated by Assignee:

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

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

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

**LESSOR: COUNTRY ROADS LEASING, LLC**

**By:** \_\_\_\_\_  
**SOLE MEMBER**

**ACKNOWLEDGED: LESSEE**

**By:** \_\_\_\_\_  
**Its: President**  
**Date: March 18, 2021**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Eastern Region  
West Virginia

FAA AEA-600  
176 Airport Circle  
Room 101  
Beaver, WV 25813

### CRRSA Transmittal Letter

March 15, 2021

Mr. Vigil LaRosa  
Airport Authority President  
P.O. Box 1042  
Buckhannon, WV 26201

Dear Mr. LaRosa:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-54-0039-036-2021 for Upshur County Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 15, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

*Matthew Di Giulian*  
Matthew Di Giulian (Mar 15, 2021 11:11 EDT)

Matthew Di Giulian  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date March 15, 2021

Airport/Planning Area Upshur County Regional Airport

ACRGP Grant Number 3-54-0039-036-2021

Unique Entity Identifier 077493658

TO: Buckhannon-Upshur Airport Authority

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Upshur County Commission

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 12, 2021, for a grant of Federal funds at or associated with the Upshur County Regional Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Upshur County Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Upshur County Regional incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000, allocated as follows:
  - \$9,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.isf>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 16. Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

### SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

#### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements,

encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 15, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Matthew Di Giulian*  
Matthew Di Giulian (Mar 15, 2021 11:11 EDT)  
*(Signature)*

Matthew Di Giulian  
*(Typed Name)*

Manager, Beckley AFO  
*(Title of FAA Official)*

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated March 15, 2021

Buckhannon-Upshur Airport Authority

*(Name of Sponsor)*

Virgil LaRosa

Virgil LaRosa (Mar 15, 2021 11:17 EDT)

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Virgil LaRosa

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Vice President

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

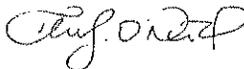
**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Tom O'Neill, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 15, 2021

By: 

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

Upshur County Commission

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designative Official/Representative)*

**By:**

\_\_\_\_\_  
*(Type Name of Sponsor's Designative  
Official/Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designative Official/Representative)*

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
  - 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language**

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Buckhannon-Upshur Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 12, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

Upshur County Family Resource Network  
79 East Main Street  
Buckhannon, WV 26201

March 15, 2021

Upshur County Commission  
91 West Main Street  
Buckhannon, WV 26201

Dear Commissioners:

The Upshur County Family Resource Network and Upshur County Senior Center have been partnered since 2019 in an effort to bring the West Virginia State University's Healthy Grandfamilies program to our county. Our efforts were derailed last year as a result of Covid and were unable to start the program as we would have hoped. We now have plans to start the Healthy Grandfamilies first group in June 2021.

The Healthy Grandfamilies program is a 10-week program that will be held on Tuesday evenings. Both the UCFRN and the UCSC are asking the Upshur County Commission to donate the use of the large pavilion at the Upshur County Park (with the full use of the kitchen and bathroom facilities) on Tuesday evenings from June 8<sup>th</sup> to August 17<sup>th</sup> (we will skip the program the week of Independence Day).

The Upshur County Grandfamilies program has very limited funds which need to cover the required food portion of the program, child care costs, and program materials. So the UCFRN and UCSC ask the commission for the gracious donation of the pavilion for our first Grandfamilies class. This program will be an asset to the families of our community.

Thank you,

A handwritten signature in blue ink, appearing to be 'Lori Ulderich Harvey', with a long horizontal line extending to the right.

Lori Ulderich Harvey

Director, Upshur County Family Resource Network

March 10, 2021

Kristy Tenney, President

Upshur County Commission

91 West Main Street, Ste 101

Buckhannon, WV 26201

Dear Madam President Tenney and Upshur County Commission,

The 2021 79<sup>th</sup> West Virginia Strawberry Festival is quickly approaching. Although we have been forced to modify this year's event, we remain focused and eager to continue our mission. At the forefront of our mission lies the promotion of our community, agriculture, business, and the people within. We look forward to our partnership with the county, and rely on your support for success. Therefore, the WVSF Board of Directors is requesting financial assistance in the amount of \$5,000.00. This funding would ensure future success of the festival and help us carry out our mission.

Please note, the 2021 WVSF BOD is working closely with health officials and monitoring state guidelines to ensure a successful festival while keeping the community healthy and safe. Therefore, the following requests are subject to change. Changes to the current submission will be communicated to department/personnel as necessary.

The 2021 West Virginia Strawberry Festival Board of Directors requests the following use of county owned property and services during the 79<sup>th</sup> annual event on May 13-16<sup>th</sup>, 2021:

1. The use of the courthouse plaza (steps, entrance area) during the event.
2. The use of the UC Sheriff's Department and associated services as necessary.
3. Assistance from UC Communications Center and UCDHS/OEM and county fire departments as necessary. (Individual requests will be made)

In addition to these above requests, we appreciate the normal customary activities the county performs during the week of festival. The Board of Directors would like to thank the county for their contributions, both monetary and otherwise given to the festival and its board each year. Your partnership with the festival ensures its future and current success.

Annual commission invites will be sent out at a later date, following event schedule finalization.

Thank You,

Shane Jenkins, President

2021 79<sup>th</sup> WV Strawberry Festival

304-516-5150

## *Rock Cave PTO, Inc*

P.O. Box 83 • Rock Cave, WV 26234

304/924-6969 • Fax 304/924-5541

Shanna Collins, President 304-924-6636

My name is Shanna Collins and I am the president of Rock Cave PTO, Inc. We are currently planning a fundraiser to help raise money for field trips, teacher appreciation, scholarship and any other activities that will help promote the welfare of children and youth in home, school and community.

I would like to request a donation to add to the prizes we have accumulated, for our upcoming fundraiser. Attached is the flyer/tickets for the event. We believe passes to the Upshur County Recreational Park Pool would be a great addition to one of the prizes .

If you need any further information, to fulfill this request, please contact me.

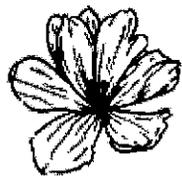
Thank You,  
Shanna Collins  
President  
Rock Cave PTO, Inc

### ADDRESS

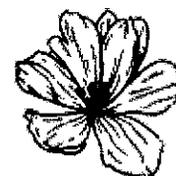
P.O. Box 83  
Rock Cave WV 26234

### CONTACT

rockcavepto@gmail.com



# 10 DAY SPRING BASKET AND BAG BASH



## BASH

COACH, VERA BRADLEY, and much more!



Monday, May 3rd - Friday, May 7th  
Monday, May 10th - Friday, May 14th



Winners will be posted daily on  
Rock Cave Elementary School's Facebook Page and on the  
Fundraiser's Event "RCEs Spring Bag And Basket Bash" on Facebook  
Please go to our event on Facebook to view our amazing prizes!

A % of all profits will go to our Scholarship Fund!



### TICKETS

\$20 Admission Tickets-  
(This includes a chance to win all 12 prizes!)

\$5 Extra Chance Tickets-  
(This includes 1 extra chance to win your favorite prize!)  
You Must Buy An Admission Ticket To Be Eligible To Buy Extra Chance Tickets

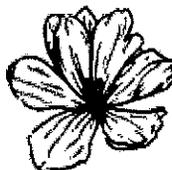


Please return tickets and payment by Friday, April 30th.

Admission Ticket \$20

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_



Extra Chance Ticket \$5

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

What day would you like an extra chance to win?

Day 1 \_\_\_ Day 2 \_\_\_ Day 3 \_\_\_ Day 4 \_\_\_ Day 5 \_\_\_

Day 6 \_\_\_ Day 7 \_\_\_ Day 8 \_\_\_ Day 9 \_\_\_ Day 10 \_\_\_



Extra Chance Ticket \$5

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

What prize would you like an extra chance to win?

Day 1 \_\_\_ Day 2 \_\_\_ Day 3 \_\_\_ Day 4 \_\_\_ Day 5 \_\_\_

Day 6 \_\_\_ Day 7 \_\_\_ Day 8 \_\_\_ Day 9 \_\_\_ Day 10 \_\_\_



### BAGS/BASKETS

- Day 1 • Gardening W/ Coach Wristlet
- Day 2 • Vera Bradley Iconic Glenna Satchel
- Day 3 • Summer Basket
- Day 3 • Vera Bradley Lighten Up Just Right Backpack
- Day 4 • Coach Khaki/Pink Ruby Sierra Mini Satchel
- Day 5 • Camping Basket
- Day 6 • Lavender Pearl Iconic Small Backpack
- Day 7 • Fishing Basket
- Day 8 • Vera Bradley Rose Gold Shimmer Iconic RFID All In One Crossbody
- Day 8 • Gardening Basket
- Day 9 • Coach Metallic Berry Mini Abby Duffie
- Day 10 • Vera Bradley Iconic Weekender, Vera Bradley Iconic Large Cosmetic, and Vera Bradley Iconic Hanging Travel Organizer

If paying by check, please make checks out to Rock Cave Elementary PTO, Inc.

If you have questions or would like extra tickets, please email our

PTO President Shanna Collins at  
rockcavepto@gmail.com

## MUTUAL AID AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Buckhannon Police Department and the Upshur County Sheriff's Office;

**WHEREAS**, the statutory provisions of Chapter 15, Article 10, Sections 2-4 of the West Virginia Code specifically provide that each political subdivision within the State is empowered to make and enter into MUTUAL AID AGREEMENTS with other contiguous, political subdivisions within the State, in order to most effectively allocate law enforcement and other public safety services; and,

**WHEREAS**, the undersigned law enforcement departments as parties to this agreement desire to realize additional law enforcement protection for the citizens of their several political subdivisions which they serve during emergency and other situations by making the most efficient use possible of the law enforcement personnel of the several political subdivisions, and specifically of the two (2) aforementioned law enforcement departments; and,

**WHEREAS**, each of the law enforcement departments hereto agree to voluntarily aid and assist each other in the event that emergency and other situations should occur, by the interchange of law enforcement services and the exchange of criminal investigative and other information; and,

**WHEREAS**, the parties hereto further invoke this voluntary aid and assistance agreement on a continuing basis for the interchange of law enforcement services in their day-to-day operations, particularly relating to drug and violent crime investigations; and,

**WHEREAS**, it is reasonable, necessary, and proper that this written, MUTUAL AID AGREEMENT be executed to formalize the agreement for the interchange of such mutual aid on a municipal, countywide, and regional basis.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between each and all of the law enforcement departments hereto, as follows:

- 1) As used herein, the phrase "Emergency Situation" means an actual or potential condition within the jurisdiction of one or more of the law enforcement departments that poses an immediate threat to life or property that exceeds the resources and capability of the jurisdiction(s) to successfully bring the situation under control.

- 2) Each department agrees that in the event of any emergency situation, each other party to this Agreement shall furnish such personnel, equipment, facilities, or services as is, in the opinion of the assisting member, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it is determined that such actions are necessary for the continued protection of the assisting department's primary jurisdiction.
- 3) The following officers shall have the authority to invoke this agreement:
- Sheriff's Office
    - A. Sheriff
    - B. Chief Deputy
    - C. Lieutenant
    - D. Sergeant
  
  - Police Department
    - A. Chief of Police
    - B. Lieutenant
    - C. On Duty Shift Supervisor

All parties shall provide each other with an updated list at least semi-annually, specifying the name, position, telephone number, and any other pertinent contact information of the above officials.

- 4) In order to invoke mutual aid under the provisions of this agreement, the designated official from the requesting department shall be required to contact the designated official of the responding party by telephone, radio, in writing, in person, or by any other reasonable communication. The responding department may request such information from the requesting department as is necessary to confirm the emergency situation and assess the type and amount of assistance that shall be provided.
- 5) During an emergency situation, all personnel from responding agencies shall report and work under the direction and supervision of the designated supervisor of the requesting agency at the emergency site. Provided, however, that at all times, the officers shall adhere to the policies and procedures of their own department, and shall only be required to render assistance, whenever it is determined that such action is violative of their own departmental policies and procedures.
- 6) Personnel responding to any call for mutual aid outside of their appointed jurisdiction shall possess those law enforcement powers as provided for by the State of West Virginia.
- 7) In the event of any mutual aid request involving actual or potential mass arrests, responding department law enforcement officers shall make such arrests only for

offenses directly related to the incident, and shall assist in the processing of arrestees as follows:

- a. Identification of arrestees
  - b. Control of property obtained from arrestees
  - c. Completion of arrest reports
  - d. Transportation of arrestees
  - e. Complete proper arrest warrant and prosecutorial procedures, and
  - f. Court duty pertaining to arrests.
- 8) In any emergency situation where the MUTUAL AID AGREEMENT has been invoked, radio communications shall be established between all responding departments.
  - 9) Each department providing personnel under the scope of this Agreement agrees to be exclusively responsible for the wages, pension, and workers' compensation benefits incurred by their own personnel as a result of any emergency situation.
  - 10) Each department providing equipment under the scope of this Agreement agrees to be exclusively responsible for any damage or destruction resulting thereto as a consequence of acting in response to this Agreement.
  - 11) Each department shall be responsible for maintaining and providing to each other on a semi-annual basis, from the date of both parties signing the Agreement, an accurate account of available resources including, but not limited to, available personnel per shift, equipment, and specialized units.
  - 12) All parties shall develop and update on a regular basis, a plan providing for the effective mobilization of all of its resources, equipment, and facilities to cope with any type of emergency situation or unusual occurrence.
  - 13) Mutual aid operational directives shall be cooperatively developed and updated on a regular basis by the parties hereto, and are operative between the parties in accordance with the provisions of such directives.
  - 14) All parties agree to meet on a semi-annual basis to review all mutual aid plans and the provisions of this Agreement.
  - 15) This Agreement shall become effective as to each party's law enforcement department when approved and executed by that department's political subdivision's governing body, and a copy of said Agreement is filed with the office of the Circuit Clerk of the county in which the law enforcement departments involved operate. The Agreement shall remain in effect as between all parties until terminated in writing. Either party to this Agreement may terminate participation in this Agreement upon written notice

addressed to the designated law enforcement officials of the other signatory law enforcement departments which are party to this Agreement.

16)The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party.

17)All departments to this Agreement expressly agree to: (1) waive any and all claims against all the other departments hereto that may arise out of their activities performed outside their primary jurisdictions pursuant to this Agreement, and (2) indemnify, defend, save, and hold harmless the other departments to this Agreement from any and all claims asserted by any third parties or personal injury that may arise out of the activities of the other parties performed pursuant to this Agreement, and outside their primary jurisdictions under this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed and approved and is effective and operative as to each of the departments as herein provided.

**BUCKHANNON POLICE DEPARTMENT**

\_\_\_\_\_  
Matthew Gregory, Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Skinner III, Mayor of the City of Buckhannon

\_\_\_\_\_  
Date

**UPSHUR COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Virgil D. Miller, Sheriff

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristie G. Tenney, President, Upshur County Commission

\_\_\_\_\_  
Date



EXECUTIVE DIRECTOR  
Jeffrey E. Fleck

## Consolidated Public Retirement

4101 MacCorkie Ave., SE  
Charleston, West Virginia 25304-1636  
Telephone: 304-558-3570 or 800-654-4406  
Fax: 304-957-7522  
Email: cprb@wv.gov  
www.wvretirement.com



BOARD CHAIRMAN  
Joseph G. Bunn

March 2, 2021

UPSHUR COUNTY COMMISSION  
CAROL SMITH  
DEPUTY SHERIFFS  
40 WEST MAIN STREET RM 101  
BUCKHANNON, WV 26201

Dear CAROL SMITH:

Pursuant to the provisions of West Virginia Code § 7-14D-7(a), it is the responsibility of the Board of Trustees of the West Virginia Consolidated Public Retirement Board to determine the amount of employer contributions to be paid into the Deputy Sheriffs Retirement System (DSRS). Specifically, the employer contribution rate is based upon the annual actuarial valuation of the assets and liabilities of the retirement system.

Pursuant to action taken by the Board at its meeting held on January 27, 2021, the employer contribution rate for DSRS will **increase** from 12.0% to 13.0% of an employee's gross salary effective July 1, 2021. This information should be used in your budgetary considerations for Fiscal Year 2022.

The employer contribution rate changes are necessary to provide for the continued actuarial soundness of DSRS, ensuring funding for the normal cost of expected benefits and unfunded liabilities throughout the amortization period established for the plan. It is important to note that all future employer contribution rates are subject to the annual actuarial valuation results.

If you should have any questions or need any additional information, please do not hesitate to contact our Employer Reporting staff at (304) 558-3570.

Sincerely,

Jeffrey E. Fleck  
Executive Director

UP SHUR COUNTY COMMISSION  
 BUCKHANNON, WEST VIRGINIA  
 2021 MAR 10 A 10:48

**STATE OF WEST VIRGINIA****EXECUTIVE DEPARTMENT**

At Charleston

**A PROCLAMATION**

By the Governor

**WHEREAS**, beginning on the Twenty-seventh day of February, Two Thousand Twenty-one, a severe rainstorm causing flooding, power outages and road blockages in certain counties including Boone, Braxton, Cabell, Clay, Greenbrier, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Pocahontas, Preston, Putnam, Randolph, Roane, Upshur, and Wayne counties; and

**WHEREAS**, the effects of the storm pose a severe and continuing threat to the health, safety, welfare and property of the citizens of West Virginia; and

**NOW, THEREFORE, I, JIM JUSTICE**, by virtue of the authority vested in me as the Governor of the State of West Virginia, and in view of the foregoing, do hereby **FIND AND DECLARE** that a State of Emergency exists and continues throughout Boone, Braxton, Cabell, Clay, Greenbrier, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Pocahontas, Preston, Putnam, Randolph, Roane, Upshur, and Wayne counties of West Virginia, said State of Emergency to remain in effect for thirty days unless terminated by subsequent Proclamation. In response to this State of Emergency, I have **INVOKED** the emergency powers set forth in section six, article five chapter fifteen of the Code of West Virginia; **UTILIZED** the Emergency Operations Plan, as necessary; **ORDERED** appropriate personnel and resources to mobilize and respond to the emergency; and **DELEGATED** certain administrative powers to the Director of the West Virginia Emergency Management Division, as necessary, to facilitate the provision of essential emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

DONE at the Capitol in the City of Charleston, State of West Virginia, this the second day of March, in the year of our Lord, Two Thousand Twenty-one, in the One Hundred Fifty-eighth year of the State.



*James E. Justice*  
GOVERNOR

By the State

*Mpc Warner*  
SECRETARY OF STATE

REQUEST FOR APPLICANTS

FULL TIME POSITION – UPSHUR COUNTY PROSECUTING ATTORNEYS OFFICE

The Upshur County Prosecuting Attorney is seeking a highly organized and energetic administrative assistant for a full-time position, Monday through Friday, 8:00 a.m. to 4:00 p.m. Candidates will preferably have prior experience working in a law office, the ability to manage large document productions, strong written and oral communication skills, and also good people skills. **Must possess qualities of fairness, a strong work ethic, have the highest integrity; and must also maintain the confidentiality of law enforcement and investigatory records and other confidential information.** The position offers an excellent benefits package including health, life, dental and vision insurance.

Interested applicants please reply by March 19, 2021, along with a resume and two references to:

Bryan S. Hinkle, Upshur County Prosecuting Attorney

38 W. Main Street, Room 202

Buckhannon, WV 26201

**UPSHUR COUNTY  
OFFICE OF THE PROSECUTING ATTORNEY**

J.D. JENNINGS ANNEX, ROOM 202

38 W. MAIN ST.

BUCKHANNON, WV 26201

Phone: (304) 472-9699

FAX: (304) 472-1452

**BRYAN S. HINKLE**  
Prosecuting Attorney

**KELLEY J. CUNNINGHAM**  
Assistant Prosecuting Attorney  
**STEPHANIE MILLIRON**  
Assistant Prosecuting Attorney  
**KRISTA PYLES**  
Victim Advocate

**ROBERTA SAMPLES**  
Legal Assistant  
**LINDA TOLER**  
Legal Assistant  
**MADISON F. CLEM**  
Administrative Assistant

March 4, 2021

The Record Delta  
P. O. Box 550  
2B Clarksburg Road  
Buckhannon, WV 26201

**Re: Class II Legal Advertisement**

Editor:

Please publish the attached job posting in your "Help Wanted" section for two (2) consecutive weeks, and more particularly on the following dates:

1. Tuesday, March 9, 2021; and
2. Tuesday, March 16, 2021.

Please send an invoice to this office for the cost of this publication. If you have any questions, please contact our office at 304-472-9699.

Sincerely,

Bryan S. Hinkle  
Prosecuting Attorney

"The Upshur County Prosecuting Attorney is seeking a highly organized and energetic administrative assistant for a full-time position, Monday through Friday, 8:00 a.m. to 4:00 p.m. Candidates will preferably have prior experience working in a law office, the ability to manage large document productions, strong written and oral communication skills, and also good people skills. Must possess qualities of fairness, a strong work ethic, have the highest integrity; and must also maintain the confidentiality of law enforcement and investigatory records and other confidential information. The position offers an excellent benefits package including health, life, dental and vision insurance.

Interested applicants please reply by March 19, 2021, along with a resume and two references to: Bryan S. Hinkle, Upshur County Prosecuting Attorney, 38 W. Main Street, Room 202, Buckhannon, WV 26201."







## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

**DEPARTMENT: Upshur 911**

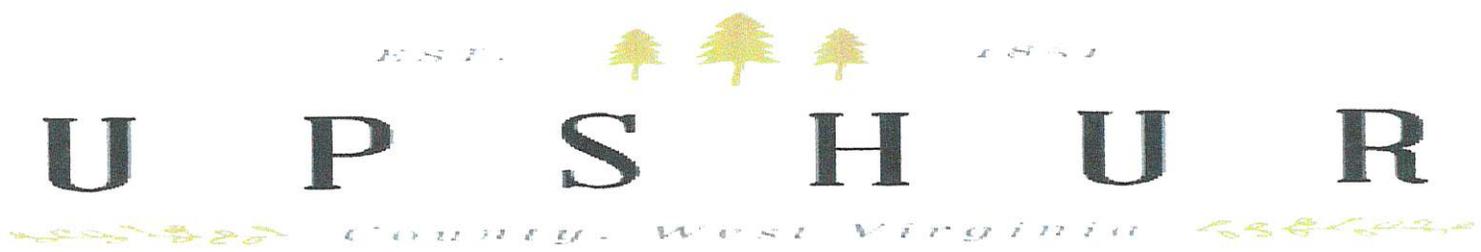
**MONTH / YEAR: January/February**

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	Ford Expedition	2CNDL73F556160712	124782.9	125541.3	758.4	22.01
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
<b>GRAND TOTALS</b>					758.4	22.01





1611



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: JAN. 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2008 Toyota Tundra	5TBBV54188551		88886	0	18.7
Chris Alkire		4917			0	
Loretta Koone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					0	18.7 0

EST.  1851

# UPSHUR

*County, West Virginia*

## UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Jan 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
B Shreves	2019 Chevy 2500	2GC2KREG1121064	7000	7222	222	35
<b>GRAND TOTALS</b>					222	35

Officer	Cruiser	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Virgil Miller-150	2020 Ford Expedition	1FMJUGT6LEA78011	N/A	N/A	N/A	N/A
Mike Coffman-151	2020 Ford Explorer	1FM5K8AB6LGA55736	6450	7855	1405	90.15
MARSHALL POWERS - 152	2016 Ford Explorer	1FM5K8AR4GGB44630	99000	100920	1920	122
THERON CAYNOR - 153	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	64983	67007	2024	132.23
DEWAINE LINGER - 154	2019 Ford Explorer	1FM5K8AR5KGA29379	29256	30892	1636	104
Rodney Rolenson - 155	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	47099	48788	1689	143
DAN BARCUS - 156	2020 Ford Explorer	1FM5K8AB0LGA20111	18250	20072	1822	116
COLE BENDER- 157	2016 Ford Explorer	1FM5K8AR0GGB43426	56490/84076	56890/85691	2015	155.7
Dakota Linger-158	2014 Ford Explorer	1FM5K8AR9EGA71008	57424	58642	1,218	86
Seth Cutright-159	2019 Ford Taurus	1FAHP2M104KG102939	13260	14705	1445	95
Cade Garrett-160	Dodge Charger	2B3AA4CT9AH269160	120414	120709	295	16.60
Tyler Chidester-162	2016 Ford Explorer	1FM5K8AR8GGB44629	86627	87250	623	39.77
BOBBY HAWKINS-163	2010 FORD CROWN VICTORIA	2FABP7BV2AX1006	121194	122614	1420	90
Jason Kniceley - 166	2019 Ram 4x4 CY6224	1C6RR7ST3KS692640	21493	23969	2476	158.37
RODNEY ROLENSON (dc)	2005 CHEVROLET EQUINOX	2CNDL73F556160712	N/A	N/A	N/A	N/A
Adam Gissy	Board of Education owns this vehicle					
		<b>GRAND TOTAL</b>			20786	1389.67
<b>Additional Vehicles</b>						
	2005 Yamaha ATV	5Y4MO4Y55AO13912				
	2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912				
	2005 HMS Transport Trailer	5HABH20265N049282				
	2010 Ford Expedition	1FMJU1G50AEB66213	Gave to 911			
	2001 Ford Explorer	1FMZV72ZE41ZA57159	Sold July 2019			
	2006 Fleetwood Mallard	1EF1B3020364011090	Selling			
	2006 Speed Trailer	5F15S091761003152				
	*2012 Ford Expedition	1FMJU1G50CEF29483				
	*S.W.A.T. 1991 International	1HT5LNEMOMH337402	Selling			
	2008 Ford Crown Victoria	2FABP71V88X123105	Sold Dec. 2017			
	2010 Ford Expedition	1FMJU1G52AEB6621	Selling			
	2017 Ford Taurus	1FAHP2MK5HG119855	Totaled-1-11-2021			











**PO Box 2115 / 79 East Main Street, Buckhannon, WV 26201**  
**(304) 473.1051    upshurfrn@yahoo.com**

**UCFRN General Membership Meeting    ~ ~ Zoom Virtual Meeting**

***March 8, 2021***

***12:00 PM***

### **Agenda Topics**

- Introduction and opening prayer
- Circle of Parents (COP) grant awarded to continue family socials
- Shower donations! Will be setting up Survey Monkey (or similar link) for agencies/individuals to pledge items for target date of end of May
- April activities will be low key
- Healthy Grandfamilies – plan start date in June. Please send Lori any families you know that would be interested. In person or online (in person will most likely be outside). We have a referral form to fill.
- Green Bean Day
- Information Sharing
- Closing

Next meeting Monday April 12, 2021 at 12:00 pm – Zoom Virtual Meeting

UPSHUR COUNTY SAFE STRUCTURES AND SITES  
ENFORCEMENT BOARD

**Meeting Agenda**

Upshur County Administrative Annex

Thursday, March 11, 2021

3:00 p.m.

\*\*\*\*\*

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
  - February 11, 2021
- V. Report and/or action on Pending Cases
  - 011421-01 (Carr) – No action, deadline is May 12, 2021
  - 021121-01 (\_\_\_\_\_) – Review photographs of property
- VI. Consider requests to establish new cases
  - No new complaints
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, April 8, 2021 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

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

## ***Buckhannon-Upshur Airport Authority–Virtual Meeting via Telephony or ZOOM <sup>1</sup>***

### ***Monday, March 15, 2021 at 4:00 pm***

---

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President’s Report – Tom O’Neill
  - Treasurer’s Report – Phil Loftis, Treasurer
    - Approval to pay Harris Airport Systems Invoice #407; \$3,000.00
    - Approval to pay WV Corp Workers Comp Quarterly Invoice #65702; \$681.50
    - Approval to renew/pay BUAA’s PO Box 1042; \$64.00
    - Approval to renew/pay BUAA’s Safe Deposit Box Rent; \$25.00
    - Approval of working budget
  - Secretary’s Report – Brian Huffman, Secretary
  - Engineering Reports – Chapman/Technical
  - Operations – Jamie Wilt, Jennifer Powers
    - Update fuel prices Jet-A and Avgas
    - Fence post at the T-Hangars needs reset
    - B2 Doors, security
    - Nick’s hangar roof repairs
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Treasurer’s Report
  - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
  - Hangar space requests/applications/updates
- G. New Business:
  - Hangar leases - new and renewals discussion
    - I’m Out, LLC lease for part Hangar B2  
[Note: Potential Executive Session]
  - Approval for Virgil to sign the FAA Corona Virus Response Grant Paperwork
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application ‘Zoom’. Should you desire to attend this meeting electronically you will need to contact the Authority ([treasurer@filyw22.com](mailto:treasurer@filyw22.com) or 304-613-9321) at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public and shall return to the Airport facilities when deemed safe for all participants. Thank you for your understanding.

---

<sup>1</sup> Due to Covid-19 concerns and per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.



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

\*\*\*\*\*

Location: West Virginia Farm Bureau Office  
1 Red Rock Road, Buckhannon, WV (conditions permitting)  
-and/or-  
Teleconference 253-993-3180 (no access code required)

Date: March 16, 2021  
Time: 1:15 p.m.

**AGENDA**

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: January 2021

BUSINESS ITEMS – Discussion/Update/Action

- ANNUAL MEETING REQUIREMENTS:

BUSINESS ITEMS – Discussion/Update/Action

- Easements closed in 2020
- Partner funds obtained in 2020

FINANCIAL MATTERS – Discussion/Update/Action

- Transfer tax collected in 2020
- Balance on hand January 31, 2020

PROGRAM REVIEW

- Re-affirm the Program as presently stated.
- Re-affirm Bylaws V20
- Re-affirm Program Document V20

OFFICER REVIEW

Lowell Peterson - Chairman – 2nd term ends June 2023  
John Sencindiver - Vice Chairman – 2nd term ends June 2023  
Arley Robinson - Secretary – 1st term ends June 2021  
Dr. Joseph Reed - Treasurer – 2nd terms ends June 2021

ELECTION OF OFFICERS



- Queen easement – Status update:
  - o Steps letter
  - o Option contract
  - o Hazardous review
  - o Geological assessment
  - o Title work
- Applications/Interest – David Hinkle inquired about his 2019 application. He was sent a new application and ranking sheet. Sherman Baxa inquired and was sent a “sale” and “donation” application. Both were made aware of the August 1<sup>st</sup> deadline.
- Review old applications under new soils reporting.
- Consideration to a new member (replacement for Dr. Reed) - County Commission request.

#### FINANCIAL MATTERS – Discussion/Update/Action

- FY21 Financial Spreadsheet / Financial Report
  - o Payment of Bills / Invoices --- Saddleback Services

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

## Notice of Meeting

\*\*\*\*\*

for

### Upshur County Fire Board, Incorporated

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

**Location:** Upshur County Administrative Annex, Suite 101, 91 W. Main Street  
**Date:** Tuesday, March 16, 2021  
**Time:** 6:30 p.m.

### AGENDA

Call Meeting to Order

Approval of Minutes---February 16, 2021

Public Questions/Comment Period

Distribution of 2<sup>nd</sup> Disbursement of 2020 Fire Fee Funds

Report from Fire Fee Clerk on Collections and/or Operational Procedures

- Cumulative report

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 02/28/2020--- TBD prior to the meeting
- Disbursement from Chief Tax Deputy for February---TBD prior to the meeting

Payment of Bills/Invoices

- \*Software Systems---monthly maintenance---Invoice # 34753---\$228.00

Review/Approval of updated 2021 Fire Fee Statements

Discussion of methodology to increase the Fire Fee

Review and Approval of Corrective Tickets and Exoneration requests

Other Items/Matters to Consider

Date of Next Meeting---April 20, 2021---Adjournment

**UPSHUR COUNTY PUBLIC LIBRARY  
Board of Directors Meeting Agenda  
Wednesday, March 17, 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
  - A. 2020-2025 Strategic Plan – discussion & approval
  - B. Ramp Dinner logistics (early closure?)
- VI. New Business
- VII. Friends of the Library update
- VIII. Setting date of next Board meeting
- IX. Adjournment

**City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, March 18, 2021**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/>  
Please send public comments to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) via email or drop them in the mail,  
or drop box 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 Dr. Jeffery Harvey, DEL, CEM -JH Consulting, LLC
- B.2 Dennis Cortes-Upshur County Parks & Recreation Board
- B.3 James Powell-Loudin Insurance
- B.4 Virgil LaRosa-BUAA Vice President & Brian Huffman- BUAA Secretary

**C. Department & Board Reports**

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

**D. Correspondence & Information**

- D.1 FOIA Request-SmartProcure for Purchasing Orders/Vendor Information
- D.2 Advertisement for Bids- DHS/FEMA Region III Hazard Mitigation Project -Emergency Power Generators Grant No. 1-Published Record Delta Newspaper & The Charleston Gazette
- D.3 City PR: Upshur County Solid Waste Authority to Provide Free Residential Paper Shredding Event, April 17<sup>th</sup>
- D.4 Letter from Daniel Williams RE: Trade of Land Parcels

**E. Consent Agenda**

- E.1 Approval of Minutes Regular Meeting 03/04/2021
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

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

- F.1 JH Consulting Proposal for a Study of the Delivery of Emergency Services in Upshur County
- F.2 Approval to Purchase Soil Screening Equipment
- F.3 Approve Budget FY 2021-2022
- F.4 Approve Ordinance No. 450 Creation of the Colonial Theatre Board-2<sup>nd</sup> /Final Reading
- F.5 Discussion/Possible action – Appointment of Colonial Theatre Board Members
- F.6 Discussion/Possible action – Purchase/Sale Agreement 63 East Main Street
- F.7 Discussion/Possible action – Appoint Randall Sanders as Part-Time Information Coordinator
- F.8 Renewal Travelers Property Insurance
- F.9 Buckhannon-Upshur Airport Authority (BUAA) Request for Additional Funding FY 20-21 Budget \$20,000.00
- F.10 Buckhannon-Upshur Airport Authority (BUAA) Request for Additional Funding FY 21-22 Budget \$20,000.00

**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**

**Upshur County Family Resource Network  
General Membership Meeting  
January 11, 2021(via Zoom)  
Meeting Minutes**

**Board Members present:** Debora Brockleman, Addie Helmick, Matt Kerner, Tonya Kittle, Jodi McQuillan, Dr. Joseph Reed, and Beth Rogers.

**Board Members not present:** Jodie Akers, Rise Hanifan, Tina Helmick, and Kristie Tenney.

**Staff:** Lori Ulderich Harvey and Ginny Dixon

- **Community Members present:** Alicia Bosely (Centers Against Violence) Carol Bush (Mountain CAP), Devona Butler (DHHR), Anne Chopyak (community), Nicki Colthart (Mountain CAP), Taylor Daugherty (Aetna Better Health of WV), Laura McDaniels (Mountain CAP Child Advocacy Center) Cara Price (WVPTI), Courtney Pride (WVU Center for Excellence in Disabilities), Suree Sarceno (NCWVCAA), Bethany Slaughter, Barb Tucker (Adolescent Health Initiative/Harrison County BOE), April Waybright (MountainHeart WV), and Amanda White (The Health Plan).

**Introduction and opening prayer:** Dr. Reed opened the meeting with prayer.

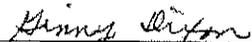
**FRN Director's Report (last quarter update):** Lori reported that our mid-term **PIP grant** report is due soon. She's not sure of the status of our **COP (Circle of Parents)** grant as there has been a lack of communication. Lori informed the membership of a grant in the beginning stages in which the UCFRN is collaborating, offered by the **WV Public Education Collaborative** and headed in Upshur County by Amanda Craig and Michelle Fleming, principals at RCES and UDES respectively. The focus is on school readiness. A school bus no longer used by our county school system has been offered up and will be retrofitted to go out to children in the county with books and food. More information will follow. One family participated in **December's family social** (a paint party with The Starving Artist). Sarah Campbell and Lori will be getting together to further plan for the **Healthy Grandfamilies** initiative. UCFRN was one of the top 5 FRNs in the State in terms of number of responses to the **CQI survey**. **Dr. Reed reported for the UCTPC:** If the City's walking trails/5K routes are incorporated into the City's park system, they would automatically be designated smoke-free. This coalition is also sponsoring a poster contest, starting with grades K-2 and 3-5. Lori continued with the announcement that the **Randolph County FRN** has a new Director: Jillian Adams

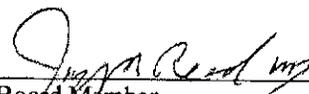
**Information Sharing:** **Cara Price** shared that WV PTI can do trainings/presentations via Zoom. Contact her if interested. **Beth Rogers** shared that the Upshur County Public Library is open regular hours and is full-service, although there is not a lot of in-person programming at this time. **Carol Bush** shared that she recently started working for Mountain CAP with their housing program. **Barb Tucker** shared that she is working on mental health first aid in several schools. **Tonya Kittle** shared that on 1/20/21 she expects to resume seeing clients face to face. **Courtney Pride** shared in chat room that there will be a Traumatic Brain Injury (TBI) Virtual Conference from 12-5 pm March 30<sup>th</sup> and 31<sup>st</sup>. **Lori** shared that the vaccination process locally is being handled by the OEM; call them to get on the list. **Dr. Reed** added that the Health Department is trying to do both vaccinations and contact tracings, and is thankful for the OEM doing the scheduling. **Laura McDaniels** shared that ABC social workers who are working with school age children are still working with families, mostly via porch visits or virtually, not in person. **Suree Sarceno**, with the VITA program, advised that on Monday, 1/25/21, e-files will start going through; there is no site yet for Upshur County residents to meet with VITA volunteers, but the

CAPs have sites. For VITA sites call 211. Individuals (not business owners) can go to *MyFreeTaxes.com* for free (state and federal) tax preparation, with no income guidelines to qualify. Go to *irs.gov* to make sure that what you may be hearing is correct. **Taylor Daugherty**, a colleague of Sherry Kuhl, is picking up Upshur County from Sherry. **Alicia Bosely** shared that January is stalking and human trafficking awareness month. **Devona Butler** shared that from 1/11-1/29/21 applications will be taken for LIEAP funds if people haven't already received assistance. **Amanda White** noted that The Health Plan offers additional member services, also that WV CHIP changed this month. **April Waybright, Parent Partner with Region # 5 Birth to Three**, wants us to know that they are here and providing services, virtually if unable to get into homes. **Nicki Bentley Colthart** noted that Mountain CAP's case managers are working remotely. The Point-in-Time count will occur 1/27-1/28/21, using HUD's definition of homelessness. Mountain CAP can be reached at 304-472-1500. **Dr. Reed** shared that the Leadership Academy, sponsored by Create Buckhannon, starts on 2/10 from 6-9 pm and will run for 10 weeks with the exception of Easter week. Registration is \$25 per person, with the deadline the end of this month. The intent is to involve participants more actively in their community. Lori added that the UCFRN Board agreed last month to sponsor 4 people. **Ginny** shared that Edgar Lewis wanted us to know that any veterans needing assistance can email him at [workforcevets@wv.gov](mailto:workforcevets@wv.gov), and they will be contacted. **Jodi McQuillan** shared a link (in chat room) to an article on the COVID-19 vaccine and pregnancy.

**Next meeting: February 8, 2021 at 12:00 pm (via Zoom)**

Respectfully submitted,

  
 \_\_\_\_\_  
 Ginny Dixon, Administrative Assistant  
 Upshur County FRN

  
 \_\_\_\_\_  
 Board Member

  
 \_\_\_\_\_  
 Board Member

Elkins Road Public Service District  
Board of Directors' Regular Meeting  
February 2, 2021

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, February 2, 2021.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-Sonny Matthews (via Zoom)

Staff Present were: Office Manager-Carolyn Douglas; Billing Clerk-Linzy Wilson; System Operator-David Wamsley

Unless otherwise stated all motions passed by vote 3-0.

Recognize that four (4) customers were present.

**APPROVAL OF MINUTES**

Minutes of January 5, 2021 Regular Monthly Meeting were presented for approval. **Sonny Matthews made a motion to approve the minutes as presented. Seconded by Larry Heater. Motion carried**

**APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE**

Carey Wagner presented the Financial Report. **Sonny Matthews made a motion to approve the financial report and pay the bills to date. Seconded by Larry Heater. Motion carried**

**BACK FLOW REQUIREMENTS**

The Board discussed the back flow requirements from the City of Buckhannon with Greg Belcher, CTG Engineer, and Dave Wamsley, our System Operator. Dave had taken dimensions and pictures of both vaults (master meter and main booster) for the Board and Greg Belcher to look over and come up with something to present to the City. After discussion it was decided that Greg would first talk with the City and get back to us at a later meeting.

**PHASE III EXTENSION PROJECT**

Ninth Draw Request from IJDC loan for Phase III invoices \$124,900.67 plus SCBG in the amount of \$47,257.14 for a total of \$172,157.81 was presented by Cary Smith (Region VII) for signature and payment. **Sonny Matthews made a motion to sign and pay invoices. Larry Heater seconded. Motion carried**

Elkins Road Public Service District  
Board of Directors' Regular Meeting  
February 2, 2021

**PHASE III EXTENSION PROJECT (continued)**

**Change Order Number 5 for Contract 1**

A fifth change order for Contract 1 was presented for a total of \$2,111.40 for additional electrical work bringing the total of Contract 1 to \$470,482.81. **Sonny Matthews made a motion to sign the change order. Larry Heater seconded. Motion carried**

Greg Belcher presented letters from Chojnacki (Contract 4) and AJ Burk (Contract 3) asking for an extension to July 1<sup>st</sup>, 2021 on their contracts due to the booster stations not arriving until sometime in May because of COVID. **Sonny Matthews made a motion to extend their contracts. Larry Heater seconded. Motion carried**

Greg Belcher gave updates on the contractors but said due to the weather they had not been a lot they could do.. Contract 1 which is the new office building is just about complete. Contract 3 is finishing up on Radabaugh Ridge and should soon be setting meters, pressure testing line and then having bac-t samples taken to Clarksburg. Contract 4 has taken most of their equipment out of Upshur County but needs to come back to do a lot of clean up when the weather permits and of course finish the contract when all materials arrive.

**MAINTENANCE**

Dave Wamsley, System Operator, discussed the January Maintenance Report which he had prepared for the meeting. Leak detection was discussed at length due to our water loss; while we did repair a major leak in the Union Tank area our water loss is still too high. Bertis McCarty helped locate the leak in the Union Tank area and will return to help locate other leaks on our system, we very much appreciate WVRWA for their assistance.

**NEW OFFICE BUILDING OPTIONS**

This was put on hold until the next meeting.

**COMMUNICATION OPTIONS TO CUSTOMERS**

Linzy Wilson who is our billing clerk brought up several options for letting customers know about major water leaks, boil water notices, etc. Will be discussed again at another meeting.

**2021 HOLIDAYS APPROVED BY UPSHUR COUNTY COMMISSION**

Board reviewed the list of holidays scheduled for 2021. **Sonny Matthews made a motion to approve the new 2021 Holiday list. Larry Heater seconded. Motion carried**

Elkins Road Public Service District  
Board of Directors' Regular Meeting  
February 2, 2021

There being no further business, **the meeting adjourned on motion made by Sonny Matthews and seconded by Larry Heater.** Meeting adjourned at 6:34 p.m.

The next meeting will be held on Tuesday, March 2, 2021 at 5:00 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda  
Sign In Sheet

Approved By:

Carey Wagner  
Board Chair/Treasurer  
Carey Wagner

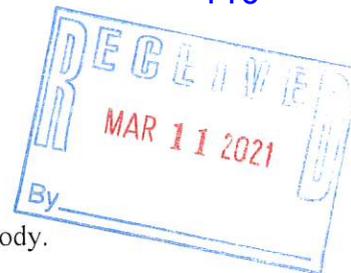
Larry Heater  
Secretary  
Larry Heater

\_\_\_\_\_  
Board Member  
Sonny Matthews  
PASSED AWM 2/20/21

Note: Recorded Meeting

**Adrian Public Service District**

February 4, 2020  
Monthly Board Meeting



Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, and Lindsey Woody.

Visitors: Morgan Haymond, via phone conference.

All motions were unanimous unless otherwise noted.

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

Morgan Haymond provided a short update concerning rights of way, and easements obtained for the Phase VIII/Pickens project. The owners of the land needed to be obtained for a tank site are having trouble agreeing on a location with the PSD's engineer. Otherwise all is going well and Morgan has obtained over 80% of rights of ways.

Minutes of the January 7th meeting were read. Kelly made the motion to approve the minutes and Carolyn second.

Invoices were presented. Motion to pay by Carolyn, second by Kelly.

**Old Business**

- Phase VIII/Pickens extension proceeding forward.

**New Business**

- none

**Items for Discussion/Action/Approval**

- Reviewed the quote from Citco Water for a water salesman to be set in Pickens
- The engagement letter with Tetrick & Bartlett for fiscal year ending 2020 audit was reviewed. A motion to approve the engagement letter was made by Carolyn and second be Kelly.

**Maintenance – Eric**

- Received and installed a new 15 HP motor for Wilsontown Pump Station.
- Installed new starter motor at Wilsontown Pump Station
- Ordered parts for chlorine pumps, having issues with four chlorinators.
- Four-wheeler has transmissions issues, needs tires and carburetor. Eric may look into pricing a side by side and selling the four-wheeler.

**Office Report**

- Business as usual

The meeting adjourned at 4:00 pm. Next regular meeting will be March 4<sup>th</sup> at 3:00 pm.

Board of Directors

  
Paul Spencer, Chairman

  
Carolyn Douglas, Vice Chairman

  
Kelly Arnold, Sec., Treas.

**Upshur County Family Resource Network  
General Membership Meeting  
February 8, 2021  
Meeting Minutes**

**Board Members present:** Debora Brockleman, Addie Helmick, Tina Helmick, Tonya Kittle, Jodi McQuillan, Dr. Joseph Reed, and Beth Rogers.

**Board Members not present:** Jodie Akers, Rise Hanifan, Matt Kerner, and Kristie Tenney.

**Staff:** Lori Ulderich Harvey and Ginny Dixon

- **Community Members present:** Alicia Bosely (Centers Against Violence), Anne Chopyak (community), Nicki Colthart (Mountain CAP), Taylor Daugherty (Aetna WV), Rhett Dusenbury (Congressman Alex Mooney District Representative), Sherry Kuhl (Aetna Better Health), Rita McCrobie (WV Attorney General's office), Laura McDaniels (Mountain CAP Child Advocacy Center), Amy McMillan (Community in Schools Facilitator at BUHS), Courtney Pride WVU), Emma Rexroad (UniCare), Renee Slattery (WVU Social Work student interning with Jodi McQuillan and the Healthy Start/HAPI Project), Leah Smith (Necco Foster Care), and Amanda White (The Health Plan).

**Introduction and opening prayer:** Dr. Reed opened the meeting with prayer. Those present introduced themselves in the chat room or over the phone, with agency affiliations.

**FRN Director's Report:** *Community Baby Shower:* Lori noted that this event will be held outdoors in June or July, but that we need to start getting donations now, such as from Walmart and the Rotary Club of Buckhannon-Upshur. She's been in touch with Emma Rexroad of UniCare already. Lori and Sarah Campbell, Director of the Senior Center, are still working toward starting up the *Healthy Grandfamilies initiative*, and they will be meeting at the end of this month. The "*Book Bus Grant*", mentioned in January's meeting, is still in the planning stages, with the application deadline being February 28, 2021. We will need agency information from our contacts, to distribute with books and food along the bus routes. The *CQI results*, both regional and State, are available online. Lori will send the link to Ginny to forward to our list. Jessica Ball has replaced Gary Keen as the Service Array Coordinator, Bureau of Children & Families. Lori added that DHHR is trying to straighten out the dates covered by the survey (calendar year vs. fiscal year).

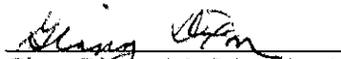
**Guest Speaker: Leah Smith, Necco, Foster Care Recruiter.** Leah informed us that Necco has been around since 1996. Last weekend, signs were placed along roadways in Buckhannon and Elkins, which usually gets some good responses. Leah also told us that she has been a foster mother since 2017, and her 3 ½ year old son was adopted on 2/4/21. Describing Necco, she stated that "we build families" and re-build families. There is no financial cost to become a foster parent, but a background check is a requirement. Classes to train potential foster parents are all online currently, and last for 9 weeks; they run on Mondays, Tuesdays, and Wednesdays, and a class beginning on Saturday, February 13<sup>th</sup> has 5 families signed up. Leah explained that families can participate in the classes even if they are not ready to open up their home yet. NECCOWV has a Facebook page also. Currently, there are 8,000 children in WV in need of foster care, and Leah explained that "We are in crisis mode." Some other agencies recruiting for foster parents include Genesis and Pressley Ridge. Lori advised that she will talk further with Leah concerning a possible Q&A in May. Once opened to questions, Dr. Reed asked what training was available to new families so their children don't have to be placed in foster care. Jodi McQuillan explained that HAPI uses a "medical model", which teaches parents how to have a healthy baby. HAPI also has a fatherhood program, and provides support throughout pregnancy until the babies are 18

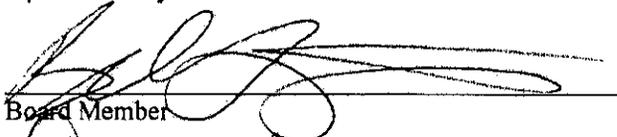
months old.

**Information Sharing:** Dr. Reed shared that the Leadership Academy starts Feb. 10<sup>th</sup>, with 8 people (ages 18-63) signed up and 60 presenters. He also shared that there were 440 shots administered at the COVID clinic on 2/5/21, some of those being first responders and people receiving their 2<sup>nd</sup> shots. **Amanda White** shared information about a webinar on value-added benefits; Ginny has sent an email with that information to those on our email list. **Amy McMillan** thanked us for allowing her to participate in the meeting, and noted she will be participating in the Leadership Academy. **Courtney Pride** shared that March is TBI (Traumatic Brain Injury) awareness month; a TBI virtual conference is scheduled for 3/30 & 3/31/21. WVU will host a lunch and learn webinar every Friday in March from 12-1 p.m. **Emma Rexroad** noted that UniCare is a managed care plan in WV, which offers all adults receiving Medicaid \$1,000 worth of preventative dental services per year (including dentures). **Laura McDaniels** shared that Mountain CAP is currently hiring a 2<sup>nd</sup> trauma therapist, who needs to be fully licensed; Mountain CAP will provide the necessary training for the position. **Rhett Dusenbury** shared that, as Congressman Alex Mooney's District Rep, he covers Randolph, Upshur, Lewis, Wirt, Calhoun, Braxton and Roane Counties. He said that Congressman Mooney is "very strong pro-life, kids, education", and that opioids are a concern, also kids being raised by grandparents. **Sherry Kuhl** shared that Aetna is still offering weekly support calls to support their community partners, Fridays at noon for a half hour. Email Sherry or Taylor Daugherty for the link. **Taylor Daugherty** added that she encourages all to participate. **Beth Rogers** shared that February is Library Lovers Month, with heart-shaped cookies for sale and cutout hearts on which to write why you like the library. **Dr. Reed** added that tonight the Strawberry Festival committee will be debating this year's festival.

**Our next meeting will be via Zoom, on March 8, 2021 at 12:00 noon.**

Respectfully submitted,

  
Ginny Dixon, Administrative Assistant  
Upshur County FRN

  
Board Member

  
Board Member

**Upshur County Solid Waste Authority**  
**Board of Directors Meeting**  
**MINUTES**  
**February 8, 2021**

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 February 8, 2021. The meeting was moved to the Recycling Garage to ensure social distancing.

Present at the meeting were: Joyce Harris-Thacker, Mary Gower, Jackie McDaniels, James S. "Jay" Hollen and Belinda Lewis, Director. Paul Richter was brought into the meeting via phone. A quorum was present. There was one guest, Carol Throckmorton.

The minutes of the January 11, 2021 meeting had been previously sent to the members and were part of the Agenda packet. A motion to accept these minutes was made by Jackie and seconded by Mary. Motion carried. The minutes were accepted.

The Financial Report for January was presented by Treasurer Jay. Register Reports for the four bank accounts with First Community Bank covering January 2021 were presented. The ending balances for the accounts are as follows:

	<u>December</u>	<u>January</u>
• REAP Account	\$ 1,237.03	\$ 464.00
• SWMB Account	\$ 8,980.71	\$ 8,980.71
• Money Mkt Account	\$19,563.18	\$19,563.68
• Operating Account	\$16,531.46	\$18,087.70

A motion to accept by Mary and seconded by Jackie. Motion carried. The financial reports for January were accepted.

**Director's Report:**

Belinda Lewis presented a written copy of the Director's Report for the period from January 12<sup>th</sup> through February 8<sup>th</sup>, 2021, a copy of which is attached as part of the minutes. She talked about the ongoing Small Government Monitoring Program, meeting with Carol Throckmorton concerning the 5-year update of the Upshur County Comprehensive Litter and Solid Waste Control Plan, SWMB and REAP grant reports and attempting to schedule the Free Paper Shred Event for April and September.

**Old Business:**

There was no old business to discuss.

**New Business:**

Guest Carol Throckmorton was present to talk to the Board about the Upshur County Comprehensive Litter and Solid Waste Control Plan 5-year update. She also discussed the upcoming Legislative Session and the Conference scheduled to be held in October at Glade Springs.

A discussion was held on the renewal of the Director's Insurance through WVCoRP. A motion to have the director submit the quote information was made by Mary and seconded by Jay. Motion carried. Director Belinda Lewis will submit the information to receive a quote for the 2021-2022 insurance.

The first step in the renewal of the Upshur County Comprehensive Litter and Solid Waste Control Plan is to place the 2016 plan in the library, County Clerk's office and the Region VII Planning and Development Commission office for public review. A motion to place the old plans in the various locations and advertise accordingly was made by Jackie and seconded by Jay. Director Belinda Lewis will distribute these plans and place an ad in the Record Delta.

A discussion was held on the Every Door Direct Mailing brochure to be published in April.

The UCSWA plans to hold Free Paper Shred Events in April and September. (As determined at the last meeting, this event will be held at Mud Lick Rd. instead of Crossroads Recycling at Walmart.) Jay made a motion to hold the Free Paper Shred Events on Saturday, April 17, 2021 and Saturday, September 18, 2021 from 8:00 a.m. to 12:00 noon. Seconded by Mary. Motion carried. This will be one of the items placed in the EDDM.

**Other Topics Discussed:**

- Jay will find out whether Upshur County will be holding Make It Shine in April this year.
- The possibility of purchasing digital recording devices instead of the cassette recorders was discussed. (This equipment is needed to record the Comprehensive Litter and Solid Waste Control Plan hearings and also the upcoming Site Plan hearings).

With no further business, the meeting adjourned at 5:17 p.m.

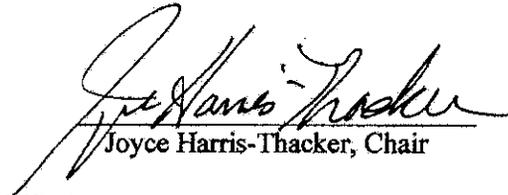
Respectfully Submitted,



Belinda Lewis, Director

February 8, 2021

(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 January 12, 2021 through February 8, 2021

### Activities include:

- Prepared and distributed by email the minutes of the 1/11/2021 meeting.
- Checked [upshurwa@yahoo.com](mailto:upshurwa@yahoo.com) email daily.
- Checked mail at Post Office every day.
- Received email of Direct Deposit to Operating Account in the amount of \$1,720.47.
- Received monthly bank statements on the four accounts and reconciled balances for January. 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 February meeting.
- Prepared agenda and packets for February 8th Board Meeting and emailed a copy of the agenda to members, Jeff Wamsley, Ms. Phillips and the Record Delta.
- Cleaned office.
- Arranged an alternative meeting place for the February 8<sup>th</sup> meeting; checked with Jeff about using the Recycling Garage and informed Board Members and others of the change via email.
- Touched base with Jessica Kirk of Small Government Monitoring Program on audit process
- Fielded many calls on my cellphone about recycling.
- Prepared SWMB semi-annual report, due February 19<sup>th</sup> and the REAP 4<sup>th</sup> quarter report, due January 31<sup>st</sup>.
- Met with Carol Throckmorton concerning the upcoming Upshur County Comprehensive Litter and Solid Waste Control Plan Five Year Update on January 28<sup>th</sup>.
- Made contact with Shred-It to tentatively secure dates for the Free Paper Shred Event. (They gave me the dates of Saturday, April 17<sup>th</sup> and Saturday, September 18<sup>th</sup>.)

*Thanks—Belinda*

HODGESVILLE PSD

RESCHEDULED MONTHLY MEETING

FEBRUARY 9 2021 – 4:00pm

The rescheduled monthly meeting of the Hodgesville PSD was called to order at the District Office at 188 Fayette Street, Buckhannon, WV on the above date and time.

In attendance were Robert Wright, Chairman; Roger Ward, Secretary; Howard Cutright, Member; Terry Gould, Manager and Barbara Curry, UBS, Inc.

The minutes of the January 5<sup>th</sup>, 2021 meeting were read and approved.

Terry Gould presented the monthly financial reports and bills to be paid. A motion to pay bills by Robert Wright, seconded by Roger Ward.

The monthly billing, accounts receivable and past due accounts were reviewed by all present.

Terry Gould discussed the following with the Board:

\*Annual Report completed, submitted and accepted by the PSC. A copy of the annual report was emailed to Thrasher Engineering and to the Dobbins CPA firm. Budget was also prepared and sent to USDA and the Upshur County Commission.

\*The Board approved sending Hodgesville PSD year ending financials to First Community Bank for renewal of \$25000.00 loan and possibly increasing to \$30000.

\*Released the lien against customer, Hodges Henderson. His account was paid in full by Hymes and Coonts from the proceeds of the sale of his home.

\*Carper Rd fire hydrant was repaired and paid from the insurance proceeds of AIG Insurance. DOH had previously damaged the hydrant.

\*Nick Ringer called today and reported that Anthony Ware's service line is leaking. They will start on this immediately. This is located just past Pet Paradise on RT 20 N going down the hill towards Turkey Run.

\* The meeting held with Terry Cutright, County Commissioner and Shane Whitehair of Region VII was discussed.

\*Central Supply was given a credit for the large water leak on their line.

\*Shut Offs collected for the month of January were \$2254.66.

\*Rosemary Mackey called the district office in reference to Gods House of Deliverance. The church has a bad leak and instead of repairing their line she was wanting to hook to a line where there was an abandoned trailer. She was informed that she could not to this. She was told once the line was replaced or repaired, HPSD would then give the Church a credit.

\* Line marking was completed for JF Allen.

\*February 2021 billing will be estimated due to the weather.

\*Leaks fixed for the month of January included Gary Stone, Oneita Powers, leak across from the Community Building, main waterline leak on Winding Lane, Contractor hit main line while installing gas service to a customer, a boil water advisory was put into effect for customers on Winding Lane only. This was lifted 36 hours later as all test results came back fine . One other leak that was fixed in January was for the Wards on Gnatty Creek Rd.

There being no further business to discuss, the meeting adjourned at 5:15 pm.

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*Howard Cutright HPSD member*

Upshur County Safe Structures and Sites  
Enforcement Board  
February 11, 2021

**Members present:** Greg Harris, Chris Cook, and Chris Garrett  
**Members absent:** Rick Harlow and Brian Shreves  
**Others present:** None

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

The January 14, 2021 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

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

011421-01 (Carr) The Board reviewed photographs of the property. On motion by Chris Cook, seconded by Chris Garrett, the Board provided the deadline of May 12, 2021 for the property owner to bring the property into compliance.

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

The Board reviewed one complaint and opened the new case (021121-01)

**Public Comment:**

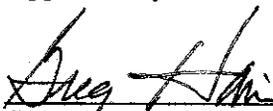
None

**Other Business:**

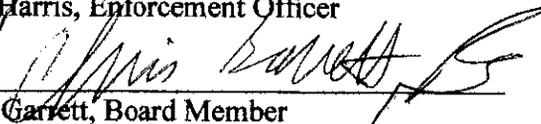
The next meeting will be held on Thursday, March 11, 2021 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

By consensus of the Board, the meeting adjourned at 3:20 p.m.

Approved by:

  
\_\_\_\_\_  
Greg Harris, Enforcement Officer

03-11-21  
Date

  
\_\_\_\_\_  
Chris Garrett, Board Member

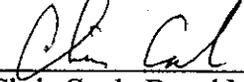
3/11/2021  
Date

\_\_\_\_\_  
Rick Harlow, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenneth "Brian" Shreves, Board Member

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Cook, Board Member

3/11/21  
Date