

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: May 20, 2021

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• May 6, 2021

Items for Discussion / Action / Approval:

1. Approval of Request to Appoint the Sheriff of Upshur County as the Administrator of the Estate of Wesley Wayne Depoy, deceased. * Page 6
2. Approval and signature of Oath and Certificates for the personal property books and real land books. * Under separate cover
3. Approval and signature of the WV Department of Homeland Security Emergency Management Division/HS SAA Homeland Security Grant Program Request for Reimbursement in the amount of \$5,423 for period October 16, 2019 through May 1, 2021. These funds have been utilized to make upgrades to the Emergency Operations Center. * Page 7
4. Review and signature of correspondence to Ryan Halsey, Project Manager, enclosing Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$123,802.33. This is for Request for Funds #20. * Page 8-35
5. Approval and signature of the Section 125 Flexible Benefit Plan Adoption Agreement by and between American Fidelity Assurance Company. * Page 36-68
6. Acceptance, approval and signature of the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Title VI of the Civil Rights Act of 1964. * Page 69-74
7. Approval of “Requests for Bids” and Minimum Vehicle Specifications for two new AWD Sport Utility Vehicles for the Upshur County E911 Communication Center and Upshur County E911 Addressing and Mapping. Sealed proposals must be received no later than 4:00 p.m. on June 15, 2021 at the Administrative Annex located at 91 West Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:15 a.m. on Thursday, June 17, 2021. * Under separate cover
8. Correspondence from Thanna Wentz requesting reappointment to the Upshur County Youth Camp Board, effective June 1, 2021. Upon approval, Ms. Wentz’s new term will expire on May 31, 2027. * Page 75

9. Approval of employment of Buckhannon-Upshur Recreational Park Assistant Managers, effective May 16, 2021. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
10. Approval of employment of additional Buckhannon-Upshur Recreational Park Staff, effective May 16, 2021. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) Under separate cover
11. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Day Report Center Program Director, requesting the employment of Cody Hannah as full-time Case Manager for the Lewis County office, effective May 24, 2021. *
Item may lead to Executive Session per WV Code §6-9A-4 Under separate cover
12. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code
13. Approval of granting leave under the Family and Medical Leave Act* Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
14. 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. Frontier Communications Corporation, et al. – Notice of (1) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Related Bar Dates Page 76-78
2. United States of America Federal Energy Regulatory Commission – Notice of Intent to Prepare a Supplemental Environmental Impact Statement and Notice of Schedule for Environmental Review for the Proposed Atlantic Coast Pipeline Disposition and Restoration Plan and Supply Header Project Restoration Plan – issued May 4, 2021 Page 79-86
3. Notice of Public Hearing of the Council of the City of Buckhannon and of Proposed Adoption of Ordinance by the Council of the City of Buckhannon – Ordinance No. 451 -- Public Hearing will be held on June 3, 2021 at 7 p.m. at Buckhannon City Hall Page 87
4. Correspondence from Maureen Lewis, WV Secretary of State Administrative Law Division, requesting the filing of a list of all Public Service Districts (PSD's) and their current board members along with the board member's term of office by July 1, 2021. Page 88
5. State of West Virginia Legislative Citation Recognizing County Officials and Personnel as Essential Workers Page 89-90
6. Correspondence from Carrie L. Wallace, County Administrator, expressing the Upshur County Commission's support of the Hodgesville PSD Water System Improvements Project. Page 91

7. Press release announcing a grant award made to the Lewis-Upshur Animal Control Facility in the amount of \$7,500 by Petco Love. Funds will be utilized to obtain emergency veterinarian care for animals that are in need of medical attention when brought to the facility by the Animal Control Officer or surrendered by owner. Page 92-93
8. Upshur County E911 Communication Reports – April, 2021 Under separate cover
- Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report
9. Upshur County Mileage Reports – April, 2021 Page 94-103
- Upshur 911
 - Maintenance
 - Emergency Management
 - Sheriff
 - Addressing and Mapping
 - Community Corrections
 - Dog Pound
10. Public Notices:
1. Newsletters and/or Event Notifications:
 2. Agendas and/or Notice of Meetings:

• Upshur County Senior Center	April 14, 2021	<u>Page 104</u>
• Upshur County Family Resource Network	May 10, 2021	<u>Page 105</u>
• Buckhannon-Upshur Airport Authority	May 10, 2021	<u>Page 106</u>
• Upshur County Public Library	May 12, 2021	<u>Page 107</u>
• Upshur County Convention & Visitors Bureau	May 12, 2021	<u>Page 108</u>
• Upshur County Safe Structures and Sites Enforcement Board	May 13, 2021	<u>Page 109</u>
• City Council of Buckhannon – Special Meeting	May 17, 2021	<u>Page 110</u>
• Upshur County Farmland Protection Board	May 20, 2021	<u>Page 111</u>
• City Council of Buckhannon	May 20, 2021	<u>Page 112</u>
 3. Meeting Minutes:

• Elkins Road PSD	March 2, 2021	<u>Page 113-115</u>
• Upshur County Family Resource Network	March 8, 2021	<u>Page 116-117</u>
• Upshur County Safe Structures & Sites Enforcement Board	March 11, 2021	<u>Page 118</u>
• James W. Curry Library/Park Advisory Board	March 31, 2021	<u>Page 119-121</u>
• Adrian PSD	April 1, 2021	<u>Page 122-123</u>
• Hodgesville PSD	April 6, 2021	<u>Page 124-127</u>
• Elkins Road PSD	April 6, 2021	<u>Page 128-130</u>
• Upshur County Solid Waste Authority	April 12, 2021	<u>Page 131-133</u>
• Upshur County Family Resource Network	April 12, 2021	<u>Page 134-135</u>
• Upshur County Public Library	April 14, 2021	<u>Page 136-138</u>

4. Meetings:

- 06/01/21 5:00 p.m. Elkins Road PSD
- 06/01/21 4:00 p.m. Hodgesville PSD
- 05/06/21 7:00 p.m. Banks District VFD
- 05/20/21 7:00 p.m. City Council of Buckhannon
- 05/06/21 7:00 p.m. Selbyville VFD
- 05/10/21 12:00 p.m. Upshur County Family Resource Network
- 05/10/21 4:30 p.m. Upshur County Solid Waste Authority
- 05/10/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 05/17/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 05/11/21 7:30 p.m. Adrian VFD
- 05/06/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 05/19/21 7:00 a.m. Upshur County Development Authority –Full Board
- 05/12/21 12:00 p.m. Upshur County Senior Center Board
- 05/12/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 05/11/21 7:00 p.m. Warren District VFD
- 05/06/21 3:00 p.m. Adrian PSD
- 05/12/21 3:00 p.m. Tennerton PSD
- 05/13/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 05/13/21 7:30 p.m. Buckhannon VFD
- 05/10/21 4:00 p.m. Buckhannon Upshur Airport Authority
- 05/20/21 6:30 p.m. Upshur County Youth Camp Board
- 05/09/21 6:00 p.m. Washington District VFD
- 05/17/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 05/19/21 4:00 p.m. Upshur County Public Library Board
- 05/21/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 05/25/21 6:30 p.m. Upshur County Fire Board, Inc.
- 05/25/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 05/12/21 7:00 p.m. Ellamore VFD
- 05/19/21 12:00 p.m. Lewis Upshur LEPC
- 05/12/21 1:15 p.m. Upshur County Farmland Protection Board
- 05/24/21 7:00 p.m. Upshur County Fire Fighters Association
- 05/12/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 05/26/21 10:00 a.m. James W. Curry Advisory Board

11. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Upshur County CVB Board of Directors (7/1/2021-6/30/2024) – Commission Tourism Representative
- Upshur County Fire Board (7/1/2021-6/30/2024) – Fire Association Representative

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

Tabled Items

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

1. Correspondence from Laura B. Meadows, Upshur County Convention & Visitors Bureau Executive Director, regarding the Commission's representative vacancy, to serve July 1, 2021 through June 30, 2024. *(tabled 4/29/2021)*

Next Regular Meeting of the Upshur County Commission

May 27, 2021 --- 9:00 a.m.

Upshur County Courthouse Annex

STATE OF WEST VIRGINIA:

In the Office of the Clerk of the Upshur County Commission, in vacation of said Commission, May 20, 2021.

It appearing to the Clerk that it has been more than two months since the death of Wesley Wayne Depoy, deceased, an unmarried man with no known legitimate issue. With there being no known Last Will and Testament for Wesley Wayne Depoy, late, and upon the motion of Melissa A. Taylor, the purported daughter and sole heir, of Wesley Wayne Depoy, deceased, does hereby request the Sheriff of Upshur County to serve as the Administrator of the Estate of Wesley Wayne Depoy, deceased. Therefore, in accordance with Chapter 44, Article 1, Section 11 of the West Virginia Code, it is ordered that the Sheriff of Upshur County serve as Administrator of the estate of Wesley Wayne Depoy, late a resident of Meade District, Upshur County, West Virginia.

TESTE: Carrie D. Smith, CLERK

WEST VIRGINIA
Department of Homeland Security
Emergency Management Division/ HS SAA
Homeland Security Grant Program

REQUEST FOR REIMBURSEMENT

DHS/SAA APPROVAL

I have reviewed the attached documentation and believe this expenditure falls within grant guidelines and that sufficient funds exist to process and pay this request.

Homeland Security Program Staff _____

I have reviewed the attached documentation and to the best of my knowledge and belief this expenditure falls within West Virginia's HS Strategy, Goals and Objectives and/or grant guidelines.

Director, Homeland Security SAA _____

I certify that this report presents actual receipts and expenditures of funds in accordance with the approved budget for this subgrant.

Grant Accountant/Auditor _____

This RFR corresponds with Financial Report # _____

State Agencies: Please indicate the account that you would like the funding transferred to via IET.

Sub-grantee: Upshur Co. Commission

Address:

91 West Main Street, SUITE 101
Buckhannon WV 26201

Subgrant Number: 19-SHS-48

Funds are hereby requested to cover expenditures

FROM: 10/16/2019

TO: 5/1/2021

Planning: \$ _____

Equipment: \$ 5,423 _____

Training: \$ _____

Exercises: \$ _____

Organization: \$ _____

TOTAL Requested Amount: \$

EMD/HS SAA:

OASIS - GRTAWD Document ID: _____

OASIS - IN Document ID: _____

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in complete accordance with the approved budget for this sub-grant.

BY: _____
 TYPED NAME & TITLE
 Authorized Official or Grant Financial Officer ONLY

 SIGNATURE

 DATE

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

May 13, 2021
 CDBG Project Manager
 West Virginia Development Office
 1900 Kanawha Boulevard East
 Building 3, Suite 700
 Charleston, WV 25305-0311

**RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements
 Small Cities Block Grant Project #16SCBG0008
 Request for Funds #20**

Dear Mr. Halsey:

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

1. **Engineering**—Engineering services and inspection continue on-site as construction occurs. Amount requested is \$27,943.33.
2. **Construction**— Construction contracts #3 and #4 continues with construction, with contract #3 (AJ Burk) being approximately 79% complete and Contract #4 (Chojnacki) being approximately 57% complete. Amount requested is \$95,859.00.

The total amount of this request is \$123,802.33. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Kristie G. Tenney
 President

Enclosure

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

TO: West Virginia Development Office
Building 3, Room 700
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304.558.2234

FROM: Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201
ph. 304.472.0535

Project Name	Elkins Road PSD Phase III Water System Improvements	Project #	16SCBG0008
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Invoice #	173858-20	% of CDBG Funds Expensed	62%
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Time Period Covered by this Request:	12/01/2020	To:	05/13/2021
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Amount of CDBG Funds on hand at the time of this Request					\$	-
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 77,462.84	\$ 19,433.65	\$ -	\$ 19,433.65	\$ 19,433.65	\$ 58,029.19
Admin Direct Costs		\$ 12,654.08	\$ -	\$ 12,654.08	\$ 12,654.08	
Admin Indirect Costs		\$ 6,779.57	\$ -	\$ 6,779.57	\$ 6,779.57	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 213,976.87	\$ 27,943.33	\$ 241,920.20	\$ 213,976.87	\$ 99,251.80
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,057,423.17	\$ 578,467.00	\$ 95,859.00	\$ 674,326.00	\$ 357,643.30	\$ 383,097.17
Permits/Fees	\$ 23,941.99	\$ -	\$ -	\$ -	\$ -	\$ 23,941.99
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
SUB-TOTAL:	\$ 1,500,000.00	\$ 811,877.52	\$ 123,802.33	\$ 935,679.85	\$ 591,053.82	\$ 564,320.15
Less Income				\$ -		
TOTAL:	\$ 1,500,000.00	\$ 811,877.52	\$ 123,802.33	\$ 935,679.85	\$ 591,053.82	\$ 564,320.15

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

Chief Elected Official Signature

Kristie G. Tenney, Upshur County Commission

Printed Name of Chief Elected Official

May 13, 2021

Date

Copies of Invoices Required
Invoice Summary Forms Required

v1.12.2021

**ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #11**

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

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

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

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

VENDOR	SCBG	IJDC Loan	TOTAL
Chapman Technical Group LTD	\$ 27,943.33	\$ 65,201.09	\$ 93,144.42
Pro Contracting, Inc.	\$ -	\$ 17,063.69	\$ 17,063.69
AJ Burk, LLC	\$ 53,910.00	\$ 134,030.63	\$ 187,940.63
Chojnacki Construction, Inc.	\$ 41,949.00	\$ -	\$ 41,949.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 123,802.33	\$ 216,295.41	\$ 340,097.74

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 4th day of May, 2021.

By: _____

Its: Chairman

Elkins Rd PSD
 IJDC No. 2016W-1632
 Expenditure Report #11

5/4/2021

IJDC Loan	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)(w/ CO#1-#6)	460,350.00	11,755.63	472,105.63	440,094.92	17,063.69	457,158.61	14,947.02
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
Contract 3 Line ext (AJ Burk)	1,117,740.00	0.00	1,117,740.00	970,471.15	45,030.63	1,015,501.78	102,238.22
Contract 4 Line Ext (Chojnacki)	1,384,581.65	0.00	1,384,581.65	683,619.88	0.00	683,619.88	700,961.77
Contingency	219,549.00	(52,653.30)	166,895.70	0.00	0.00	0.00	166,895.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	0.00	37,000.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	0.00	52,000.00	52,000.00	84,000.00
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	3,500.00	93,310.00	44,905.00	26,943.00	71,848.00	21,462.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	0.00	439,811.00	135,814.08	38,258.09	174,072.17	265,738.83
Special Services							
Surveying Services	10,500.00	0.00	10,500.00	9,202.23	0.00	9,202.23	1,297.77
Financing Services	3,622.50	0.00	3,622.50	3,622.50	0.00	3,622.50	0.00
Record Drawings	10,500.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00
PSC Services	1,627.50	0.00	1,627.50	1,627.50	0.00	1,627.50	0.00
Geotech Engineering Services	6,118.00	0.00	6,118.00	6,118.00	0.00	6,118.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	0.00	27,143.89	12,856.11
Administrative (Region VII)	80,566.35	0.00	80,566.35	22,537.16	0.00	22,537.16	58,029.19
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	46,098.01	0.00	46,098.01	23,941.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	5,000,000.00	0.00	5,000,000.00	3,102,754.49	216,295.41	3,319,049.90	1,680,950.10

SCBG	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 Tank (M&A)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 Line ext (AJ Burk)	520,517.00	0.00	520,517.00	248,561.00	53,910.00	302,471.00	218,046.00
Contract 4 Line Ext (Chojnacki)	682,788.35	0.00	682,788.35	329,906.00	41,949.00	371,855.00	310,933.35
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kesling Ridge Booster Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Touch Read & Radio Read Meters	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Technical Services (Chapman)							
Study & Report	12,000.00	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00
Design	108,000.00	0.00	108,000.00	108,000.00	0.00	108,000.00	0.00
Bidding	7,710.00	0.00	7,710.00	7,710.00	0.00	7,710.00	0.00
Engineering During Construction	38,490.00	0.00	38,490.00	19,245.00	11,547.00	30,792.00	7,698.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	97,189.00	0.00	97,189.00	58,206.06	16,396.33	74,602.39	22,586.61
Special Services							
Surveying Services	4,500.00	0.00	4,500.00	3,943.81	0.00	3,943.81	556.19
Financing Services	1,552.50	0.00	1,552.50	1,552.50	0.00	1,552.50	0.00
Record Drawings	4,500.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00
PSC Services	697.50	0.00	697.50	697.50	0.00	697.50	0.00
Geotech Engineering Services	2,622.00	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00
Tank Inspection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Legal							
a. Legal - Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Legal - PSC (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting (Griffith)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative (Region VII)	19,433.65	0.00	19,433.65	19,433.65	0.00	19,433.65	0.00
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bond Counsel (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,500,000.00	0.00	1,500,000.00	811,877.52	123,802.33	935,679.85	564,320.15

Total Project	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	460,350.00	11,755.63	472,105.63	440,094.92	17,063.69	457,158.61	14,947.02
Contract 2 Tank (M&A)	225,000.00	37,397.67	262,397.67	262,397.67	0.00	262,397.67	0.00
Contract 3 Line ext (AJ Burk)	1,638,257.00	0.00	1,638,257.00	1,219,032.15	98,940.63	1,317,972.78	320,284.22
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	1,013,525.88	41,949.00	1,055,474.88	1,011,895.12
Contingency	219,549.00	(52,653.30)	166,895.70	0.00	0.00	0.00	166,895.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	0.00	37,000.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	0.00	52,000.00	52,000.00	84,000.00
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	3,500.00	131,800.00	64,150.00	38,490.00	102,640.00	29,160.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	0.00	537,000.00	194,020.14	54,654.42	248,674.56	288,325.44
Special Services							
Surveying Services	15,000.00	0.00	15,000.00	13,146.04	0.00	13,146.04	1,853.96
Financing Services	5,175.00	0.00	5,175.00	5,175.00	0.00	5,175.00	0.00
Record Drawings	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00
PSC Services	2,325.00	0.00	2,325.00	2,325.00	0.00	2,325.00	0.00
Geotech Engineering Services	8,740.00	0.00	8,740.00	8,740.00	0.00	8,740.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	0.00	12,100.00	12,900.00
b. Legal - PSC (S&J)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	0.00	40,000.00	27,143.89	0.00	27,143.89	12,856.11
Administrative (Region VII)	100,000.00	0.00	100,000.00	41,970.81	0.00	41,970.81	58,029.19
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	46,098.01	0.00	46,098.01	23,941.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	6,500,000.00	0.00	6,500,000.00	3,914,632.01	340,097.74	4,254,729.75	2,245,270.25

CDBG Invoice Summary-Engineering

Period Covered by Request

12/01/20-5/13/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group LTD	0019016	Professional Services from December 27, 2020 to January 23, 2021	1/31/2021	\$ 14,831.18
2.	Chapman Technical Group LTD	0019053	Professional Services from January 24, 2021 to February 20, 2021	2/28/2021	\$ 8,343.15
3.	Chapman Technical Group LTD	0019095	Professional Services from February 21, 2021 to March 20, 2021	3/31/2021	\$ 4,769.00
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 27,943.33

Elkins Road PSD

INVOICE

FEB 12 2020

RECEIVED

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

January 31, 2021

Project No: 0000007006.00
Invoice No: 0019016

Project 0000007006.00 Elkins Road PSD-Phase III WSI
Re: Elkins Road PSD Phase III WSI
Professional Services from December 27, 2020 to January 23, 2021
Fee

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	70.00	89,810.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	537,000.00	40.5582	217,797.41
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		807,393.45
		Previous Fee Billing	757,956.18

\$14,831.18 - CDBG
\$34,606.09 - IJDC
\$49,437.27 - Total

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

INVOICE



Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019016
		Current Fee	49,437.27	
		Billing		
		Total Fee		49,437.27
		Total this Invoice		<u>\$49,437.27</u>

Outstanding Invoices

Number	Date	Balance
0018907	10/31/2020	19,523.10
0018927	11/30/2020	12,231.40
0018969	12/31/2020	30,857.12
Total		61,611.62

Billing Note:

SCBG Eligible (30%) \$14,831.18

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

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

INVOICE

Chapman Technical Group
Invoice Detail

INVOICE NO. 19016

INVOICE DETAIL -December 27, 2020 through January 23, 2021.

CONSTRUCTION OBSERVATION

Basic Fee:	\$537,000.00				
Charles Cash	120.0	x	\$80.00	=	\$ 9,600.00
Charles Cash-OT	9.5	x	\$120.00	=	\$ 1,140.00
James Driggs	72.0	x	\$70.00	=	\$ 5,040.00
James Driggs-OT	0.0	x	\$105.00	=	\$ -
Robert Shirk	60.0	x	\$80.00	=	\$ 3,600.00
Robert Shirk - OT	0.0	x	\$90.00	=	\$ -
Reimbursable Expenses				=	<u>4,397.27</u>
					<u>\$ 23,777.27</u>

Amount Earned Construction Observation
Amount Previously Invoiced
Amount Due this Invoice Construction Observation

\$ 217,797.41
194,020.14
\$ 23,777.27

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

Elkins Road PSD

MAR 16 2021

RECEIVED

INVOICE 

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

February 28, 2021

Project No: 0000007006.00
Invoice No: 0019053

Project 0000007006.00 Elkins Road PSD-Phase III WSI
Re: Elkins Road PSD Phase III WSI
Professional Services from January 24, 2021 to February 20, 2021
Fee

\$ 8,343.15 - CDBG
\$19,467.34 - IJDC
\$27,810.49 - Total

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	75.00	96,225.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	537,000.00	44.5424	239,192.90
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		835,203.94
		Previous Fee Billing	807,393.45

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

INVOICE



Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019053
		Current Fee	27,810.49	
		Billing		
		Total Fee		27,810.49
		Total this Invoice		<u>\$27,810.49</u>

Outstanding Invoices

Number	Date	Balance
0018869	12/31/2020	9,257.14
0019016	1/31/2021	49,437.27
Total		58,694.41

Billing Note:

SCBG Eligible (30%) \$8,343.15

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

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

Chapman Technical Group
Invoice Detail

INVOICE

INVOICE NO. 19053

INVOICE DETAIL ~January 24, 2021 through February 20, 2021.

CONSTRUCTION OBSERVATION

Basic Fee:	\$537,000.00				
Charles Cash	78.5	x	\$80.00	=	\$ 6,280.00
Charles Cash-OT	6.0	x	\$120.00	=	\$ 720.00
James Driggs	116.0	x	\$70.00	=	\$ 8,120.00
James Driggs-OT	0.0	x	\$105.00	=	\$ -
Robert Shirk	0.0	x	\$60.00	=	\$ -
Robert Shirk - OT	0.0	x	\$90.00	=	\$ -
Reimbursable Expenses				=	6,275.49
					<u>\$ 21,395.49</u>

Amount Earned Construction Observation

\$ 239,192.90

Amount Previously Invoiced

217,797.41

Amount Due this Invoice Construction Observation

\$ 21,395.49

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

INVOICE

Elkins Road PSD

APR 16 2021

RECEIVED

March 31, 2021

Project No: 0000007006.00

Invoice No: 0019095

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

Project 0000007006.00 Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from February 21, 2021 to March 20, 2021

Fee

Billing Phase	Fee	Percent Complete	Earned	
Study & Report Phase	65,000.00	100.00	65,000.00	
Preliminary Design	154,400.00	100.00	154,400.00	\$ 4,769.00 - CDBG
Final Design	205,600.00	100.00	205,600.00	\$11,127.66 - IJDC
Bidding & Contracting	25,700.00	100.00	25,700.00	\$15,896.66 - Total
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00	
Construction Phase	128,300.00	80.00	102,640.00	
Surveying Services	7,500.00	100.00	7,500.00	
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04	
Financing Services	3,500.00	100.00	3,500.00	
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00	
Record Drawings	15,000.00	0.00	0.00	
PSC Services	2,325.00	100.00	2,325.00	
Geotechnical Engineering Services	5,000.00	100.00	5,000.00	
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00	
Resident Construction Observation	537,000.00	46.3081	248,674.56	
** Tank Inspection	4,700.00	100.00	4,700.00	
Total Fee	1,181,940.00		851,100.60	
		Previous Fee Billing	835,203.94	

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

INVOICE



Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019095
		Current Fee	15,896.66	
		Billing		
		Total Fee		15,896.66
		Total this Invoice		<u>\$15,896.66</u>

Outstanding Invoices

Number	Date	Balance
0018969	12/31/2020	9,257.14
0019016	1/31/2021	49,437.27
0019053	2/28/2021	27,810.49
Total		86,504.90

Billing Note:

SCBG Eligible (30%) \$4,769.00

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

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

Chapman Technical Group
Invoice Detail

INVOICE

INVOICE NO. 19095**INVOICE DETAIL -February 21, 2021 through March 20, 2021.****CONSTRUCTION OBSERVATION**

Basic Fee: \$537,000.00

Charles Cash	103.0 x	\$80.00	=	\$	8,240.00
Charles Cash-OT	0.0 x	\$120.00	=	\$	-
James Driggs	0.0 x	\$70.00	=	\$	-
James Driggs-OT	0.0 x	\$105.00	=	\$	-
Robert Shirk	0.0 x	\$60.00	=	\$	-
Robert Shirk - OT	0.0 x	\$90.00	=	\$	-
Reimbursable Expenses			=		1,241.66
				\$	9,481.66

Amount Earned Construction Observation

\$ 248,674.56

Amount Previously Invoiced

239,192.90

Amount Due this Invoice Construction Observation

\$ 9,481.66

PLEASE REMIT TO:
Chapman Technical Group LTD
c/o GRW Engineers
801 Corporate Dr.
Lexington, KY 40508
304.727.5501
www.chaptech.com

CDBG Invoice Summary-Construction

Period Covered by Request

12/01/20-05/13/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	A. J. Burk, LLC	8	Construction	4/12/2021	\$ 53,910.00
2.	Chojnacki Construction, Inc.	8	Construction	4/8/2021	\$ 41,949.00
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
CONSTRUCTION TOTAL					\$ 95,859.00



Contractor's Application for Payment No.

8

Application Period: 02-13-21 to 04-09-21		Application Date: 4/12/2021
To (Owner): Elkins Rd PSD	From (Contractor): A.J. Burk, LLC	Via (Engineer):
Project: Water Distribution System Phase III	Contract: Contract #3	
Owner's Contract No.:	Contractor's Project No.: 201233	Engineer's Project No.: 7006

Application For Payment Change Order Summary

Number	Additions	Deductions
1	0	0
2	\$37,000.00	0
3	\$136,000.00	0
4	\$80,750.00	0
TOTALS	\$253,750.00	
NET CHANGE BY CHANGE ORDERS	\$253,750.00	

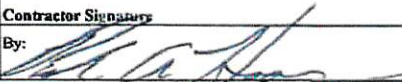
1. ORIGINAL CONTRACT PRICE.....	\$	\$1,638,257.00
2. Net change by Change Orders.....	\$	\$253,750.00
3. Current Contract Price (Line 1 + 2).....	\$	\$1,892,007.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,443,049.00
5. RETAINAGE:		
a. 2.5% X \$1,443,049.00 Work Completed.....	\$	\$36,076.23
b. 0% X \$75,952.00 Stored Material.....	\$	0
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$36,076.23
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,406,972.78
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,219,032.15
8. AMOUNT DUE THIS APPLICATION.....	\$	\$187,940.63
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$485,034.23

\$ 53,910.00 - CDBG
\$134,030.63 - IJDC
\$187,940.63 - Total

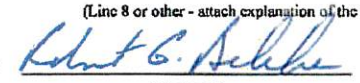
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 4-15-21

Payment of: \$ \$187,940.63
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  4-16-21
 (Engineer) (Date)

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

is approved by: _____
 (Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #3								Application Number: 8			
Application Period: 02-13-21 to 04-09-21								Application Date: 4/12/2021			
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information				Bid Item Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	12" STEEL CASING, BORE & JACK	120	LF	\$250.00	\$30,000.00	116	\$29,000.00		\$29,000.00	96.7%	\$1,000.00
2	4" STEEL CASING, BORE & JACK	50	LF	\$200.00	\$10,000.00	40	\$8,000.00		\$8,000.00	80.0%	\$2,000.00
3	8" STEEL CASING, OPEN CUT	100	LF	\$100.00	\$10,000.00	100	\$10,000.00		\$10,000.00	100.0%	
4	6" PVC C-900, DR 14	12,170	LF	\$24.00	\$292,080.00	11372	\$272,928.00		\$272,928.00	93.4%	\$19,152.00
5	6" RJ DIP CREEK CROSSING	175	LF	\$30.00	\$5,250.00	120	\$3,600.00		\$3,600.00	68.6%	\$1,650.00
6	6" HDPE HORIZONTAL DIRECTIONAL DRILL, INCLUDES TRANSITION COUPLINGS & CONCRETE ANCHORS	214	LF	\$200.00	\$42,800.00	560	\$112,000.00		\$112,000.00	261.7%	-\$69,200.00
7	4" PVC C-900, DR 14	10,700	LF	\$22.00	\$235,400.00	9536	\$209,792.00		\$209,792.00	89.1%	\$25,608.00
8	2" PVC CLASS 315	510	LF	\$18.00	\$9,180.00	449	\$8,082.00		\$8,082.00	88.0%	\$1,098.00
9	6" GATE VALVE W/ VALVE BOX	2	EA	\$1,250.00	\$2,500.00	4	\$5,000.00		\$5,000.00	200.0%	-\$2,500.00
10	4" GATE VALVE W/ VALVE BOX	4	EA	\$1,100.00	\$4,400.00	5	\$5,500.00		\$5,500.00	125.0%	-\$1,100.00
11	2" GATE VALVE W/ VALVE BOX	1	EA	\$950.00	\$950.00	2	\$1,900.00		\$1,900.00	200.0%	-\$950.00
12	TANDEM WATER METER ASSEMBLIES	82	EA	\$1,250.00	\$77,500.00	58	\$72,500.00		\$72,500.00	93.5%	\$5,000.00
13	34" DIA. COPPER SERVICE LATERAL	1,400	LF	\$16.00	\$22,400.00	1798	\$28,768.00		\$28,768.00	120.7%	-\$4,928.00
14	34" DIA. COPPER SERVICE LATERAL, BORED	811	LF	\$24.00	\$21,864.00	294	\$7,056.00		\$7,056.00	32.3%	\$14,808.00
15	1" DIA. COPPER SERVICE LATERAL	980	LF	\$18.00	\$17,280.00	942	\$16,956.00		\$16,956.00	98.1%	\$324.00
16	1" DIA. COPPER SERVICE LATERAL, BORED	56	LF	\$24.00	\$1,320.00						\$1,320.00
17	FIRE HYDRANT ASSEMBLY	8	EA	\$3,500.00	\$21,000.00	7	\$24,500.00		\$24,500.00	116.7%	-\$3,500.00
18	BLOW OFF ASSEMBLY	3	EA	\$2,000.00	\$6,000.00	3	\$6,000.00		\$6,000.00	100.0%	
19	AIR/VACUUM RELEASE VALVE ASSEMBLY	3	EA	\$1,500.00	\$4,500.00	4	\$6,000.00		\$6,000.00	133.3%	-\$1,500.00
20	TYPE "B" TRENCH RESTORATION (CONCRETE/ASPHALT)	2,487	LF	\$18.00	\$44,766.00						\$44,766.00
21	TYPE "C" RESTORATION (STONE)	4,804	LF	\$6.00	\$29,424.00	2859	\$17,754.00		\$17,754.00	60.3%	\$11,670.00
22	FULL WIDTH GRAVEL SURFACE RESTORATION	1,314	LF	\$7.00	\$9,198.00	1380	\$11,060.00		\$11,060.00	120.2%	-\$1,862.00
23	WINERY ROAD BOOSTER STATION	1	LS	\$200,000.00	\$200,000.00	0.1	\$20,000.00		\$20,000.00	10.0%	\$180,000.00
24	CONNECT TO EXISTING w/ 6" x 4" TAPPING SLEEVE AND VALVE	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00		\$4,000.00	100.0%	
25	CONNECT TO EXISTING w/ 6" TAPPING SLEEVE AND VALVE	3	EA	\$3,000.00	\$9,000.00	3	\$9,000.00		\$9,000.00	100.0%	
26	CONNECT TO EXISTING w/ 8" x 6" TAPPING SLEEVE AND VALVE	1	EA	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	
27	RIP RAP DITCH	3,143	LF	\$6.00	\$18,858.00	3405	\$20,430.00		\$20,430.00	108.3%	-\$1,572.00
28	WINERY ROAD GENERATOR	1	LS	\$55,000.00	\$55,000.00	0.2	\$11,000.00		\$11,000.00	20.0%	\$44,000.00
29	SCADA	1	LS	\$180,000.00	\$180,000.00	0.8	\$144,000.00	\$23,952.00	\$167,952.00	93.3%	\$12,048.00
30	ABANDON EXISTING 2" WATERLINE	2	EA	\$500.00	\$1,000.00	2	\$1,000.00		\$1,000.00	100.0%	
31	ABANDON EXISTING WATER METERS	18	EA	\$250.00	\$4,500.00	24	\$6,000.00		\$6,000.00	133.3%	-\$1,500.00
32	AUDIO-VIDEO COLOR TAPING	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
State Small Cities Block Grant											
33	6" PVC C-900, DR 14	2,783	LF	\$24.00	\$66,072.00	2662	\$63,888.00		\$63,888.00	96.7%	\$2,184.00
34	2" PVC CLASS 315	7340	LF	\$18.00	\$132,120.00	6967	\$125,406.00		\$125,406.00	94.9%	\$6,714.00
35	6" STEEL CASING, OPEN CUT	85	LF	\$85.00	\$7,225.00	63	\$5,325.00		\$5,325.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #3							Application Number: 8			
Application Period: 02-13-21 to 04-09-21							Application Date: 4/12/2021			
A					B	C	D	E	F	
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / D)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price						
36	2" GATE VALVE W/ VALVE BOX	2	EA	\$950.00	\$1,900.00	2	\$1,900.00		\$1,900.00	100.0%
37	TANDEM WATER METER ASSEMBLIES	18	EA	\$1,250.00	\$22,500.00	15	\$18,750.00		\$18,750.00	83.3%
38	3/4" DIA. COPPER SERVICE LATERAL	437	LF	\$16.00	\$6,992.00	227	\$3,632.00		\$3,632.00	51.9%
39	3/4" DIA. COPPER SERVICE LATERAL, BORED	148	LF	\$24.00	\$3,552.00	117	\$2,808.00		\$2,808.00	79.1%
40	BLOW OFF ASSEMBLY	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00		\$4,000.00	100.0%
41	AIR/VACUUM RELEASE VALVE ASSEMBLY	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%
42	TYPE 'C' TRENCH RESTORATION (STONE)	1279	LF	\$6.00	\$7,674.00	1269	\$7,614.00		\$7,614.00	99.2%
43	CONNECT TO EXISTING w/6" TAPPING SLEEVE AND VALVE	1	EA	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%
44	RIP RAP DITCH	494	LF	\$6.00	\$2,964.00	1900	\$11,400.00		\$11,400.00	384.6%
45	ABANDON EXISTING WATER METERS	3	EA	\$250.00	\$750.00	3	\$750.00		\$750.00	100.0%
46	AUDIO-VIDEO COLOR TAPING (RADABAUGH RIDGE)	1	LS	\$98.00	\$98.00	1	\$98.00		\$98.00	100.0%
CO-2	5/8"x3/4" METER REPLACEMENT	100	EA	\$370.00	\$37,000.00	100	\$37,000.00		\$37,000.00	100.0%
CO-3	5/8"x3/4" METER REPLACEMENT	400	EA	\$340.00	\$136,000.00			\$52,000.00	\$52,000.00	38.2%
CO-4	KESLING RIDGE BS PANEL UPGRADE	1	LS	\$80,750.00	\$80,750.00					
Totals										
					\$1,892,807.00		\$1,367,897.00	\$75,952.00	\$1,443,849.00	76.3%

Stored Material Summary

Contractor's Application

[illegible]

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

AIA DOCUMENT G707 A

Bond No. PB02597100288

PROJECT: Elkins Road Public Service District Water Distribution Systems Extensions - Phase 3: Contract No. 3
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO: CTG Project No. 07006

Elkins Road PSD
4536 Old Elkins Rd
Buckhannon, WV 26201

CONTRACT FOR: Water Distribution Systems Extension

CONTRACT DATE: June 16, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond.)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

A.J. Burk, LLC dba Mountaineer Welding and Construction
P O Box 118, Horner, WV 26372

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduce Retainage from 5% to 2% Retainage

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety
of any of its obligations to (here insert the name and address of Owner)

Elkins Road PSD
4536 Old Elkins Rd, Buckhannon, WV 26201

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this

15th

day of

April, 2021

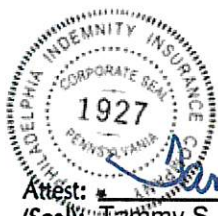
Philadelphia Indemnity Insurance Company
Surety

By:

Signature of Authorized Representative

Kimberly L. Miles, Attorney-in-Fact

Title



Attest:
(Seal):

Timothy S. Selbe
Timothy S. Selbe

STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services
P.O. Box 885
Charleston, WV 25323-0885



Matthew R. Irby, Acting Tax Commissioner

Chapman Technical Group
200 Sixth Avenue
St. Albans, WV 25177

Letter Id: L0778687008

Issued: 04/19/2021

Re: Certificate of Release of Final Payment

To Whom It May Concern:

This is to certify that, as of this date, all taxes levied or accrued against the here named taxpayer have been paid based on tax returns filed by the taxpayer.

This certificate is authorization to release final payment to the here named taxpayer pursuant to W. Va. Code § 11-10-11.

NAME and Address

A.J. BURK, LLC
5413 GEORGETOWN RD
HORNER, WV

Contract Number

3

Contract Amount

\$1,892,007.00

The execution of this certificate is not based on an audit of the taxpayer's returns, but only on information obtained after a review of the taxpayer's file.

Should you need further assistance concerning this matter, please contact Sheri Mooney at (304) 558-3333 x1.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Grant".

Nicole Grant, Tax Unit Supervisor
Taxpayer Services

Contractor's Application for Payment No. 8

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period: 2/13/2021 - 4/6/2021	Application Date: 4/8/2021
To Elkins Road PSD (Owner):	From (Contractor): Chojnacki Construction Inc.	Via (Engineer): Chapman Technical Group
Project: Water Distribution System Extensions	Contract: Contract #4	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 7006

Application For Payment

Change Order Summary

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

- | | | |
|--|----|-----------------------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | <u>\$2,067,370.00</u> |
| 2. Net change by Change Orders..... | \$ | <u> </u> |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | <u>\$2,067,370.00</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | <u>\$1,171,274.48</u> |
| 5. RETAINAGE: | | |
| a. 10% X \$1,157,996.00 Work Completed..... | \$ | <u>\$115,799.60</u> |
| b. X \$13,278.48 Stored Material..... | \$ | <u> </u> |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | <u>\$115,799.60</u> |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | <u>\$1,055,474.88</u> |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | <u>\$1,013,525.88</u> |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | <u>\$41,949.00</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... | \$ | <u>\$1,016,445.12</u> |

Contractor's Certification

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

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

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

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

Payment of: \$ 41,949.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

(Date)

Payment of: \$ 41,949.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Contractor Signature

By: Date: 4/15/21 2/23/2021

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract #4						Application Number: 8					
Application Period: 2/13/2021 - 4/6/2021						Application Date: 4/8/2021					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	12" Steel Casing, Open Cut	25	LF	\$130.00	\$3,250.00	35	\$4,550.00		\$4,550.00	140.0%	-\$1,300.00
2	8" Steel Casing, Bore & Jack	140	LF	\$60.00	\$8,400.00	50	\$3,000.00		\$3,000.00	35.7%	\$5,400.00
3	6" PVC C-900, DR 14	10320	LF	\$20.00	\$206,400.00	8465	\$169,300.00	\$13,278.48	\$182,578.48	88.5%	\$23,821.52
4	6" Restrained Joint DIP Creek Crossing	50	LF	\$100.00	\$5,000.00	40	\$4,000.00		\$4,000.00	80.0%	\$1,000.00
5	4" PVC C-900, DR14	14500	LF	\$18.00	\$261,000.00	14532	\$261,576.00		\$261,576.00	100.2%	-\$576.00
6	2" PVC Class 315	750	LF	\$17.00	\$12,750.00	786	\$13,362.00		\$13,362.00	104.8%	-\$612.00
7	6" Gate Valve W/Valve Box	3	EA	\$1,200.00	\$3,600.00	5	\$6,000.00		\$6,000.00	166.7%	-\$2,400.00
8	4" Gate Valve W/Valve Box	6	EA	\$1,000.00	\$6,000.00	6	\$6,000.00		\$6,000.00	100.0%	
9	Tandem Water Meter Assemblies	28	EA	\$1,200.00	\$33,600.00	18	\$21,600.00		\$21,600.00	64.3%	\$12,000.00
10	3/4 Dia. Copper Service Lateral	870	LF	\$18.00	\$15,660.00	425	\$7,650.00		\$7,650.00	48.9%	\$8,010.00
11	3/4 Dia. Copper Service Lateral, Bored	510	LF	\$38.00	\$19,380.00	147	\$5,586.00		\$5,586.00	28.8%	\$13,794.00
12	1" Dia. Copper Service Lateral	710	LF	\$20.00	\$14,200.00	156	\$3,120.00		\$3,120.00	22.0%	\$11,080.00
13	1" Dia. Copper Service Lateral, Bored	60	LF	\$75.00	\$4,500.00						\$4,500.00
14	Fire Hydrant Assembly	7	EA	\$4,800.00	\$33,600.00	6	\$28,800.00		\$28,800.00	85.7%	\$4,800.00
15	Blow Off Assembly	3	EA	\$1,200.00	\$3,600.00	1	\$1,200.00		\$1,200.00	33.3%	\$2,400.00
16	Air/Vacuum Release Valve Assembly	5	EA	\$1,000.00	\$5,000.00	3	\$3,000.00		\$3,000.00	60.0%	\$2,000.00
17	Type "A" Trench Restoration (Concrete/Asphalt)	60	LF	\$75.00	\$4,500.00	14	\$1,050.00		\$1,050.00	23.3%	\$3,450.00
18	Type "B" Trench Restoration (Concrete/Asphalt)	1530	LF	\$35.00	\$53,550.00						\$53,550.00
19	Type "C" Trench Restoration (Stone)	2000	LF	\$10.00	\$20,000.00	362	\$3,620.00		\$3,620.00	18.1%	\$16,380.00
20	Hawkins Road Booster Station	1	LS	\$200,000.00	\$200,000.00						\$200,000.00
21	Connect To Existing w/6" Tapping Sleeve and Valve	4	EA	\$4,000.00	\$16,000.00	2	\$8,000.00		\$8,000.00	50.0%	\$8,000.00
22	Connect To Existing w/6"x4" Tapping Sleeve and Valve	1	EA	\$3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
23	Connect To Existing w/8"x6" Tapping Sleeve and Valve	3	EA	\$4,500.00	\$13,500.00	5	\$22,500.00		\$22,500.00	166.7%	-\$9,000.00
24	RIP RAP Ditch	3500	LF	\$5.00	\$17,500.00	1470	\$7,350.00		\$7,350.00	42.0%	\$10,150.00
25	Hawkins Booster Generator	1	LS	\$54,075.00	\$54,075.00						\$54,075.00
26	Main Booster Generator	1	LS	\$59,550.00	\$59,550.00						\$59,550.00
27	Kesling Mill Booster Generator	1	LS	\$54,480.00	\$54,480.00						\$54,480.00
28	Gornley Booster Generator	1	LS	\$61,750.00	\$61,750.00						\$61,750.00
29	Waghman Booster Generator	1	LS	\$110,650.00	\$110,650.00						\$110,650.00
30	Union Booster Generator	1	LS	\$105,450.00	\$105,450.00						\$105,450.00
31	Abandon Existing 2" Waterline	2	EA	\$1,000.00	\$2,000.00						\$2,000.00
32	Abandon Existing 6" Waterline	3	EA	\$1,000.00	\$3,000.00						\$3,000.00
33	Abandon Existing Meters	4	EA	\$100.00	\$400.00						\$400.00
34	Service Reconnects (Exists. Meter Remains in Service)	16	EA	\$500.00	\$8,000.00	15	\$7,500.00		\$7,500.00	93.8%	\$500.00
35	Audio-Video Color Taping	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
36	Hawkins Road Tree Removal	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

**SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN**

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	UPSHUR COUNTY COMMISSION
Address:	40 W MAIN ST RM 101 BUCKHANNON, WV 26201
Employer Identification Number:	55-6000406
Nature of Business:	LOCAL GOVERNMENT
Name of Plan:	UPSHUR COUNTY COMMISSION Flexible Benefit Plan
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	January 1, 2012
If Amendment to existing plan, effective date of amendment:	July 1, 2021

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following date of hire.
Retiree Wording:	N/A
Minimum Hours:	All employees with 36 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 0.0 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2021 and end on June 30, 2022.
Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$10000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
American Fidelity Assurance Company Accident Only Plan and Group Hospital Indemnity |
Eligibility Requirements for Participation, if different than Item C.
2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A
Eligibility Requirements for Participation, if different than Item C.
3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company C-11 |
Eligibility Requirements for Participation, if different than Item C.
4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Lincoln Financial Group and Mountaineer Flexible Benefits |
Eligibility Requirements for Participation, if different than Item C.
5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.
6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$300.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$300.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2700.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: N/A

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are not elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of West Virginia. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

UPSHUR COUNTY COMMISSION -
(Name of Employer)

Signed By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- | | | |
|-------|--|---|
| 2.01 | Administrator | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable). |
| 2.02 | Beneficiary | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death. |
| 2.02a | Carryover | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5). |
| 2.03 | Code | Internal Revenue Code of 1986, as amended. |
| 2.04 | Dependent Any of the following: <ul style="list-style-type: none"> (a) <u>Tax Dependent</u>: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom | |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective Contribution	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.

- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.

- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or

his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average

- less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Upshur County Commission 91 W. Main St., Suite 101 Upshur, West Virginia 26201	DUNS Number: 028608099 Taxpayer Identification Number: 556000406 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Upshur County Commission
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

MAY 5, 2021

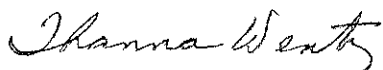
To the Upshur County Commissioners:

On May 30, 2021, I will have completed yet another six-year term on the Upshur County Youth Camp Board. I have enjoyed serving the camp in this capacity for many years.

Once again, I am requesting you to reappoint me for another six-year term.

Thank you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Thanna Wentz".

Thanna Wentz

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
Patrick Venter
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Chad J. Husnick, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200



**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

FRONTIER COMMUNICATIONS
CORPORATION, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 20-22476 (RDD)
)

) (Jointly Administered)
)

**NOTICE OF (I) ENTRY OF CONFIRMATION ORDER,
(II) OCCURRENCE OF EFFECTIVE DATE, AND (III) RELATED BAR DATES**

PLEASE TAKE NOTICE that on August 27, 2020, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), entered an order [Docket No. 1005] (the “Confirmation Order”) confirming the *Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 984] (as amended, supplemented, or otherwise modified from time to time, the “Plan”) (attached as Exhibit A to the Confirmation Order).²

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on April 30, 2021.

¹ The last four digits of Debtor Frontier Communications Corporation’s tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that pursuant to sections LL-PP of the Confirmation Order, the settlement, release, injunction, and exculpation provisions in Article VIII of the Plan are now in full force and effect.

PLEASE TAKE FURTHER NOTICE that pursuant to Article VII.A of the Plan, unless otherwise provided in the Plan, Holders of Claims need not file Proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced, except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding the foregoing, Entities must File (a) Proofs of Claim for payment of an Administrative Claim as set forth in Article II.A of the Plan and (b) Cure objections as set forth in Article V.C of the Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. Proposed Cure amounts, as well as additional information regarding procedures in connection therewith, can be found in the *Notice Regarding (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* [Docket No. 1737]. **For the avoidance of doubt, timely filed Proofs of Claim for Administrative Claims and timely filed Proofs of Claim related to Cure objections are not subject to automatic expungement. All Proofs of Claim required to be Filed by the Plan that are Filed after the date that they are required to be Filed pursuant to the Plan shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that except as otherwise provided by the Confirmation Order, the Plan, or a Final Order of the Court, the deadline for filing requests for payment of unpaid Administrative Claims other than Professional Fee Claims is **June 1, 2021** (*i.e.*, 30 days after the Effective Date), and the deadline for filing requests for payment of unpaid Administrative Claims with respect to Professional Fee Claims is **June 14, 2021** (*i.e.*, 45 days after the Effective Date). All Professionals must file final requests for payment of Professional Fee Claims by no later than this date to receive final approval of the fees and expenses incurred in the Chapter 11 Cases. The deadline to file Cure objections is **June 1, 2021** (*i.e.*, 30 days after the Effective Date).

HOLDERS OF ALL PROOFS OF CLAIM REQUIRED TO BE FILED BY THE PLAN THAT ARE FILED AFTER THE DATE THAT THEY ARE REQUIRED TO BE FILED PURSUANT TO THE PLAN SHALL BE DISALLOWED AND FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTION AND SHALL NOT BE ENFORCEABLE AGAINST ANY REORGANIZED DEBTOR, WITHOUT THE NEED FOR ANY OBJECTION BY THE REORGANIZED DEBTORS OR ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order, the Plan, and all other documents filed in these chapter 11 cases are available free of charge by visiting

<https://cases.primeclerk.com/ftr> or by calling the Debtors' restructuring hotline at (877) 433-8020 (toll free) or (646) 442-5842 (international). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: April 30, 2021
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
Patrick Venter

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Chad J. Husnick, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Counsel to the Debtors and Debtors in Possession

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, PLEASE CONTACT PRIME CLERK LLC BY CALLING (877) 433-8020 (TOLL-FREE) OR (646) 442-5842 (INTERNATIONAL). YOU MAY ACCESS DOCUMENTS AND CASE INFORMATION AT [HTTPS://CASES.PRIMECLERK.COM/FTR](https://cases.primeclerk.com/ftr).

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Atlantic Coast Pipeline, LLC
Eastern Gas Transmission and Storage, Inc.

Docket Nos. CP15-554-009
and CP15-555-007

NOTICE OF INTENT TO PREPARE A SUPPLEMENTAL ENVIRONMENTAL
IMPACT STATEMENT
AND
NOTICE OF SCHEDULE FOR ENVIRONMENTAL REVIEW FOR THE PROPOSED
ATLANTIC COAST PIPELINE DISPOSITION AND RESTORATION PLAN
AND
SUPPLY HEADER PROJECT RESTORATION PLAN

(May 4, 2021)

The staff of the Federal Energy Regulatory Commission (FERC or Commission) will prepare a supplemental environmental impact statement (supplemental EIS) that will discuss the environmental impacts resulting from Atlantic Coast Pipeline, LLC's (Atlantic) Atlantic Coast Pipeline Disposition and Restoration Plan and Eastern Gas Transmission and Storage, Inc.'s (EGTS)¹ Supply Header Project Restoration Plan.² The Commission will use this supplemental EIS in its decision-making process to determine whether Atlantic's and EGTS' proposals are in the public interest.

The National Environmental Policy Act (NEPA) requires the Commission to take into account the environmental impacts that could result from its action whenever it considers whether or not to authorize a project or proposal. NEPA also requires the Commission to discover concerns the public may have about proposed actions. This process is referred to as "scoping." The main goal of the scoping process is to focus the analysis in the supplemental EIS on the important environmental issues.

¹ On November 1, 2020, Dominion Energy sold certain companies, including Dominion Energy Transmission, Inc. (the Supply Header Project developer), to Berkshire Hathaway Energy Company; and Dominion Energy Transmission, Inc. changed its name to Eastern Gas Transmission and Storage, Inc.

² The Atlantic Coast Pipeline Disposition and Restoration Plan and the Supply Header Project Restoration Plan were submitted in response to Commission staff's October 27, 2020 Data Request and can be found on FERC's eLibrary at accession numbers 20210104-5278 and 20201120-5243.

On March 2, 2021, the Commission issued a *Notice of Amendment of Certificates and Opening of Scoping Period* regarding the proposed restoration activities associated with the Atlantic Coast Pipeline (ACP) and Supply Header Project (SHP). That notice opened a public scoping period of 45 days to gather input from the public and interested agencies regarding both projects.

Summary of the Proposed Project Actions

Atlantic requests authorization to implement its strategy for the restoration of ACP project workspaces in compliance with associated permits, authorizations, and legal agreements. For the pipeline, Atlantic proposes to abandon in place all installed pipe (approximately 31.4 miles of the pipeline right-of-way) and restore lands that were cleared and graded (approximately 82.7 miles of the pipeline right-of-way), and seeks exemptions to the restoration of certain lands, to include leaving felled trees in place in areas where trees have not yet been cleared (approximately 25 miles of the pipeline right-of-way). For ACP aboveground facilities, Atlantic proposes to restore the sites, and manage the disposition of the materials and land through an investment recovery process.

EGTS requests authorization to implement its strategy for the restoration of SHP workspaces in compliance with associated permits, authorizations, and legal agreements. EGTS plans to leave in place all previously installed pipe (approximately 11.7 miles) and complete final restoration of approximately 9 miles of the pipeline right-of-way that EGTS has previously cleared and/or graded. EGTS owns the properties on which SHP aboveground facilities are located and proposes to stabilize all facility sites and prepare assets for long term preservation.

The Supplemental EIS Process and Identified Issues

The supplemental EIS will discuss impacts that could occur as a result of the proposed activities related to the disposition of the projects and restoration of the project workspaces. To date, we have identified potential environmental concerns related to Atlantic's and EGTS' proposals to leave felled trees in place and abandon installed pipe, and potential impacts on wetlands and waterbodies from restoration activities. As a result, the supplemental EIS will include a reevaluation of mitigation associated with the restoration activities previously analyzed for the construction of the ACP and SHP.³ The supplemental EIS will also consider revisions to land use, air emissions, and noise levels. Commission staff will also evaluate reasonable alternatives to the proposed project

³ *Atlantic Coast Pipeline and Supply Header Project Final Environmental Impact Statement*, issued on July 21, 2017, accessible on the FERC website at: <https://cms.ferc.gov/final-environmental-impact-statement-atlantic-coast-pipeline-and-supply-header-project>

amendments or portions of the proposals and make recommendations on how to lessen or avoid impacts on the various resource areas.

The supplemental EIS will present Commission staff's independent analysis of the issues. The draft supplemental EIS will be available in electronic format in the public record through eLibrary⁴ and the Commission's natural gas environmental documents webpage (<https://www.ferc.gov/industries-data/natural-gas/environment/environmental-documents>). If eSubscribed, you will receive instant email notification when the draft supplemental EIS is issued. The draft supplemental EIS will be issued for an allotted public comment period. After the comment period on the draft supplemental EIS, Commission staff will consider all timely comments and revise the document, as necessary, before issuing a final supplemental EIS.

With this notice, the Commission is asking agencies with jurisdiction by law and/or special expertise with respect to the environmental issues of these projects to formally cooperate in the preparation of the supplemental EIS.⁵ Agencies that would like to request cooperating agency status should follow the instructions for filing comments provided under the Public Participation section of this notice. The U.S. Forest Service has already agreed to participate as a cooperating agency in the preparation of the supplemental EIS.

Environmental Mailing List

The environmental mailing list includes federal, state, and local government representatives and agencies; elected officials; environmental and public interest groups; Native American Tribes; other interested parties; and local libraries and newspapers. This list also includes all affected landowners (as defined in the Commission's regulations) for the original ACP and SHP and anyone who submits comments on the project amendments. Commission staff will update the environmental mailing list as the analysis proceeds to ensure that Commission notices related to this environmental review are sent to all individuals, organizations, and government entities interested in and/or potentially affected by the proposed project amendments.

A *Notice of Availability* of the draft supplemental EIS will be sent to the environmental mailing list and will provide instructions to access the electronic document on the FERC's website (www.ferc.gov). **If you need to make changes to your name/address, or if you would like to remove your name from the mailing list,**

⁴ For instructions on connecting to eLibrary, refer to the last page of this notice.

⁵ The Council on Environmental Quality regulations addressing cooperating agency responsibilities are at Title 40, Code of Federal Regulations, Part 1501.6.

Docket Nos. CP15-554-009 and
CP15-555-007

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please complete one of the following steps:

- 1) Send an email to GasProjectAddressChange@ferc.gov stating your request. You must include the docket number CP15-554-009 and/or CP15-555-007 in your request. If you are requesting a change to your address, please be sure to include your name and the correct address. If you are requesting to delete your address from the mailing list, please include your name and address as it appeared on this notice. **This e-mail address is unable to accept comments.**

OR

- 2) Return the attached "Mailing List Update Form" (appendix 1)⁶.

Schedule for Environmental Review

The Commission's March 2, 2021 Notice of Amendment for the ACP and SHP alerted other agencies issuing federal authorizations of the requirement to complete all necessary reviews and to reach a final decision on the request for a federal authorization within 90 days of the date of issuance of the Commission staff's final supplemental EIS for the ACP and SHP. This instant notice identifies the FERC staff's planned schedule for completion of the final supplemental EIS for the ACP and SHP, which is based on an issuance of the draft supplemental EIS in July 2021. The forecasted schedule for both the draft and final supplemental EIS is based upon Atlantic and EGTS providing complete and timely responses to any future data requests. In addition, the schedule assumes that the cooperating agencies will provide input on their areas of responsibility on a timely basis.

Issuance of Notice of Availability of the final supplemental EIS
90-day Federal Authorization Decision Deadline

November 19, 2021
February 17, 2022

If a schedule change becomes necessary for the final EIS, an additional notice will be provided so that the relevant agencies are kept informed of the Project's progress.

Additional Information

⁶ The appendices referenced in this notice will not appear in the Federal Register. Copies of appendices were sent to all those receiving this notice in the mail and are available at www.ferc.gov using the link called "eLibrary" or from the Commission's Public Reference Room, 888 First Street NE, Washington, DC 20426, or call (202) 502-8371. For instructions on connecting to eLibrary, refer to the last page of this notice.

Docket Nos. CP15-554-009 and
CP15-555-007

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In order to receive notification of the issuance of the EIS and to keep track of all formal issuances and submittals in specific dockets, the Commission offers a free service called eSubscription. This can reduce the amount of time you spend researching proceedings by automatically providing you with notification of these filings, document summaries, and direct links to the documents. Go to <https://www.ferc.gov/ferc-online/overview> to register for eSubscription.

Additional information about the project amendment is available from the Commission's Office of External Affairs, at **(866) 208-FERC**, or on the FERC website at www.ferc.gov using the [eLibrary](#) link. Click on the eLibrary link, click on "General Search" and enter the docket number in the "Docket Number" field. Be sure you have selected an appropriate date range. For assistance, please contact FERC Online Support at FercOnlineSupport@ferc.gov or (866) 208-3676, or for TTY, contact (202) 502-8659. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

Public sessions or site visits will be posted on the Commission's calendar located at www.ferc.gov/EventCalendar/EventsList.aspx along with other related information.

Kimberly D. Bose,
Secretary.

APPENDIX 1

Docket Nos. CP15-554-009 and
CP15-555-007

Appendix 1

MAILING LIST UPDATE FORM

**Atlantic Coast Pipeline Disposition and Restoration/
Supply Header Project Restoration**

Name _____

Agency _____

Address _____

City _____ **State** _____ **Zip Code** _____

☐ **Please update the mailing list**

☐ **Please remove my name from the mailing list**

FROM _____

ATTN: OEP - Gas 4, PJ - 11.4
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

CP15-554-009 (Atlantic Coast Pipeline Disposition & Restoration);
CP15-555-007 (Supply Header Project Restoration)

Staple or Tape Here

NOTICE OF PUBLIC HEARING OF THE COUNCIL OF THE CITY
OF BUCKHANNON AND OF PROPOSED ADOPTION OF ORDINANCE
BY THE COUNCIL OF THE CITY OF BUCKHANNON

TO: All customers of the City of Buckhannon Water Board

Pursuant to Chapter 24, Article 2, Section 4b of the West Virginia Code, as amended, notice is hereby given to all customers of the City of Buckhannon Water Board that the Council of the City of Buckhannon proposes the third (3rd) reading and adoption of Ordinance No. 451 of the City of Buckhannon, the subject matter and general title of which more particularly appears in said Ordinance as "ORDINANCE NO. 451 OF THE CITY OF BUCKHANNON, AN ORDINANCE: (1) AMENDING ORDINANCES NOS. 207, 228, 342, 369 AND 392 OF THE CITY OF BUCKHANNON, AND (2) SPECIFICALLY ESTABLISHING NEW WATER RATES AND CHARGES FOR WATER DISTRIBUTION SERVICES PROVIDED BY THE WATER BOARD OF THE CITY OF BUCKHANNON".

A public hearing on Ordinance No. 451 will be held by the Council of the City of Buckhannon on Thursday, June 3, 2021 at 7:00 p.m. o'clock at Buckhannon City Hall, 70 East Main Street, Buckhannon, Upshur County, West Virginia. The City Council proposes the third (3rd) reading, passage and adoption of Ordinance No. 451 during the regularly scheduled City Council meeting to be held on Thursday, June 3, 2021 immediately following the adjournment of the aforesaid public hearing, also to be held at Buckhannon City Hall. A reasonable number of copies of the proposed Ordinance No. 451 are on file at City Hall. Any member of the public may inspect Ordinance No. 451 during the regular business hours of City Hall.

All interested persons may appear at the public hearing on June 3, 2021 and be heard with respect to the proposed adoption of Ordinance No. 451. The proposed effective date of Ordinance No. 451 is July 18, 2021, with the proposed new rates to take effect August 1, 2021.



Thomas J. O'Neill, City Attorney



Mac Warner
Secretary of State
State of West Virginia

Office of the Secretary of State
State Capitol
Charleston, West Virginia 25305



Telephone: (304) 558-6000
Toll Free: 1-866-SOS-VOTE
Fax: (304) 558-0900
www.wvsos.gov

May 3, 2021

To the County Commission President:

It is the time of year to update Public Service District information. I am requesting your help to ensure that our records are current. West Virginia Code §16-13A-2(h) states that the county commission shall file a list of all districts in their county including the current board members with the Secretary of State and the Public Service Commission by July 1 of each year.

Please supply the name, address and contact information for each Public Service District and the name of each board member along with the board member's term of office. This list must be sent to both the Secretary of State's office and the Public Service Commission's office:

Secretary of State
Attn: Maureen Lewis
1900 Kanawha Boulevard E
Building 1, Suite 157K
Charleston, WV 25305

WV Public Service Commission
Attn: Water and Wastewater Division
PO Box 812
Charleston, WV 25323

In addition, I have been asked to remind you of the requirements of West Virginia Code §16-13A-4. "The public service district shall certify the number of customers served to the Public Service Commission beginning on the first day of July, one thousand nine hundred eighty-six, and continue each fiscal year thereafter." The Public Service Commission typically mails the form to public service districts in late May or early June of each year. Please make sure that the districts in your county comply with this statute.

Should you have any questions, please contact me at 304-558-6000. Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink that reads "Maureen Lewis".

Maureen Lewis, Director
Administrative Law Division



HOUSE OF DELEGATES OFFICE OF THE MINORITY LEADER

BUILDING 1, ROOM M-260
1900 KANAWHA BLVD., EAST
CHARLESTON, WV 25305-0470
PHONE (304) 340-3240
EMAIL: DOUG.SKAFF@WVHOUSE.GOV

DOUG SKAFF, JR.
MINORITY LEADER
(304) 549-2171

May 3, 2021

The Honorable Kristie G. Tenney
President
Upshur County Commission
91 W Main St., Ste. 101
Buckhannon, WV 26201

Dear Commissioner Tenney:

I am pleased to share the enclosed citation with the Upshur County Commission, county elected officials and county employees. Legislators from around the state signed on to this citation to recognize the incredible work that county officials all have done throughout the past year.

This is a small token of our appreciation to show our thanks for the work that you all have done to keep our state moving during these unprecedented times. Thank you for all that you do to help West Virginians stay here, rebuild here and succeed here.

Sincerely,

A handwritten signature in black ink that reads "Doug Skaff, Jr." with a stylized flourish at the end.

Doug Skaff, Jr.
Minority Leader

Enclosure

State of West Virginia Legislative Citation

Recognizing County Officials and Personnel as Essential Workers

Whereas, the worldwide coronavirus pandemic has presented immense challenges for state and local governments in West Virginia; and

Whereas, county government officials and personnel have been selflessly committed to maintaining continuity of county government services during these most uncertain of times; and

Whereas, county commissioners have managed the myriad of challenges necessary to sustain the provision of services even amidst unforeseen shrinking county revenues; and

Whereas, county sheriffs and deputies have remained on the front lines by answering calls even while sacrificing their own safety to preserve the welfare of their citizens; and

Whereas, county clerks dutifully kept their offices operational to successfully administer the primary and general elections with the utmost integrity while facing innumerable logistical challenges; and

Whereas, county prosecutors and circuit clerks worked tirelessly to ensure that justice was "being served," even in the face of prolonged courtroom closures and backlog of caseloads resulting thereof; and

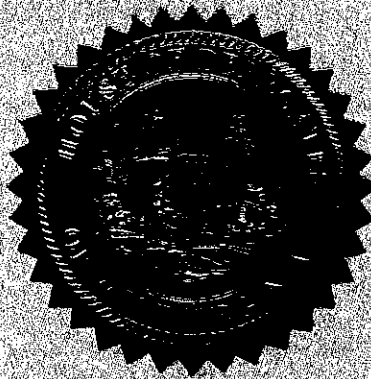
Whereas, county assessors continued to work in the field outside the confines of the office to meet the constitutional and statutory obligations of their office that is essential to the fiscal solvency of county government; and

Whereas, the State of West Virginia has been recognized as a national leader in its handling of the COVID-19 pandemic which was made possible through collaboration of state and local government officials and personnel, and the devout commitment of its citizenry; therefore

West Virginia County Officials and Personnel are hereby recognized.

*This Citation presented by
Delegate Doug Shuff*

Delegate Jim Baruch
Delegate Trinton Barnhart
Delegate Nick Bates
Delegate Jordan Bridges
Delegate Barry Bruce
Delegate Moore Caputo
Delegate Roger Conley
Delegate Phil Dierico
Delegate Ed Evans
Delegate Dana Ferrell
Delegate Don Forsht
Delegate Ric Griffith
Delegate Josh Hugginbotham
Delegate John Paul Hunt
Delegate Owen Jeffries
Delegate O. Rolland Jennings
Delegate John Kelly
Delegate Todd Longmace
Delegate Phil Mallon
Delegate Carl Martin
Delegate Ty Hester
Delegate Dave Pechtel
Delegate Chris Fritz
Delegate Ben Queen
Delegate Clay Riley
Delegate Doug Smith
Delegate Brandon Steele
Delegate Christopher Toney
Delegate Danielle Walker
Delegate Bryan Ward
Delegate Steve Westfall
Delegate Mark Zlatosalo



Delegate Brent Boggs
Delegate Jason Barrett
Delegate Jack Booth
Delegate Nathan Brown
Delegate Adam Burkhammer
Delegate Wayne Clark
Delegate Vernon Criss
Delegate Joe Ellington
Delegate Tom East
Delegate Shawn Flukarty
Delegate Joey Garcia
Delegate Caleb Hanna
Delegate Chuck Horst
Delegate Eric Householder
Delegate Riley Keaton
Delegate David Kelly
Delegate Daniel Laville
Delegate Chad Lovejoy
Delegate John Mandt
Delegate George Miller
Delegate Larry Puck
Delegate Jonathan Person
Delegate Kelly Puckin
Delegate Ken Reed
Delegate Beth Roper
Delegate Joe Statler
Delegate Keith Storch
Delegate Heather Tully
Delegate Johnnie Wamsley
Delegate Gray Webb
Delegate Kayla Young
Delegate Lisa Zuckoff

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
Emergency: 911

May 18, 2021

Hodgesville PSD
108 Fayette Street
Buckhannon, WV 26201

To whom it may concern:

Please be advised that the Upshur County Commission endorses the Hodgesville PSD Water System Improvements Project. We understand that this proposed project would consist of replacing approximately 175 water services, installation of two new water storage tanks complete with foundations and valving, one new booster pump station with associated telemetry equipment, approximately 2,000 LF waterline extension to serve five new customers, replacement of existing water meters and other necessary appurtenances required to be upgraded in the distribution system. We understand that these water distribution systems are currently experiencing issues and deficiencies including high unaccountability due to old service lines among other issues.

The Upshur County Commission, know the importance of this project for the community to be able to continue to supply clean potable water to the existing customers and the five additional customers.

Sincerely,



Carrie Wallace
County Administrator



FOR IMMEDIATE RELEASE

Contact: Jan Cochran, Lewis-Upshur Animal Control Facility, (304) 472-3865,
jlcochran@upshurcounty.org
 Jennifer Perez, Petco Love, media@petcolove.org

Newly Named Petco Love Invests in Lifesaving Work of Lewis-Upshur Animal Control Facility Grant of \$7,500 will help save more pet lives in Upshur County

Buckhannon, WV (May 14, 2021) – The Lewis-Upshur Animal Control Facility announced today a \$7,500 grant investment from the newly named, Petco Love, to support their lifesaving work for animals in Upshur County, WV.

Petco Love is a nonprofit leading change for pets nationally by harnessing the power of love to make communities and pet families closer, stronger, and healthier. Since their founding in 1999 as the Petco Foundation, they've empowered organizations with \$300 million invested to date in adoption and other lifesaving efforts. And, they've helped find loving homes for more than 6.5 million pets in partnership with Petco and more than 4,000 organizations, like ours, nationwide.

"Today Petco Love announces an investment in the Lewis-Upshur Animal Control Facility and hundreds of other organizations as part of our commitment to create a future in which no pet is unnecessarily euthanized," said Susanne Kogut, President of Petco Love. "Our local investments are only one component. This month, we also launched the first of our national tools to empower all animal lovers to drive lifesaving change right alongside us."

"It is such an honor to have received this grant from Petco. This investment is going to help so many animals, especially those with medical needs. There are times we know these animals need more medical care than what we can offer them, and this investment supports our ability to provide medical care," said Jan Cochran, Director of the Lewis-Upshur Animal Control Facility.

For more information about the Lewis-Upshur Animal Control Facility, visit upshuranimalcontrol.org. To learn more about Petco Love, visit petcolove.org.

###

About the Lewis-Upshur Animal Control Facility

The Lewis-Upshur Animal Control Facility is a dual-county animal welfare organization, serving both Lewis and Upshur County, WV; operated and managed by the Upshur County Commission. The goal of the facility is to find loving homes for as many of the shelter animals as possible. In addition to hosting

several spay/neuter clinics, the facility also assists with the arrangement of transportation to rescue groups in the Maryland, DC and Virginia areas.

About Petco Love (Formerly Petco Foundation)

Petco Love is a nonprofit changing lives by making communities and pet families closer, stronger, and healthier. Since our founding in 1999 as the Petco Foundation, we've empowered animal welfare organizations by investing nearly \$300 million in adoption and other lifesaving efforts. We've helped find loving homes for more than 6.5 million pets in partnership with Petco and organizations nationwide. Today, our love for pets drives us to lead with innovation, creating tools animal lovers need to reunite lost pets, and lead with passion, inspiring and mobilizing communities and our more than 4,000 animal welfare partners to drive lifesaving change alongside us. Is love calling you? Visit petcolove.org or follow at [Facebook](#), [Instagram](#), [Twitter](#) and [LinkedIn](#) to be part of the lifesaving work we're leading every day.



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	Ford Expedition	2CNDL73F556160712	125860	126013	153	19
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					153	19

P. 002

FAX No. 304 472 4547

Upshur Co Sheriff WV

MAY/16/2021/SUN 01:55 AM

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
B Shreves	2019 Chevy 2500	2GC2KREG1121064	7655	7800	145	
			GRAND TOTALS		145	

U P S H U R

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2020 F-250	IFT7XZB83LEE	2,425	3198	773 0	24.1
Che's Alkire		B4I72			0	20.63
Eric Poling					0	
Loretta Kooner					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					773 0	44.73 0

UPSHUR

County, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT:

Maintenance

MONTH / YEAR:

April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBF2B69KEC81	8083	8402	319 0	21.5
Chris AlKire		902			0	
ERIC Poling					0	
Louella Krone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					319 0	21.5 0

UPSHUR

County, West Virginia

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV541B8551	89464	89817	413	17.47
Chris Rikice		4917			0	15.14
ERIC POLING					0	13.95
Loretta Koone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					413	46.56

MONTHLY MILEAGE LOG

Am

MONTH / YEAR:

April
2024

[illegible]

UPSHUR COUNTY COMMISSION
MONTHLY MILEAGE LOG
Community Corrections

DEPARTMENT:

MONTHLY M
Community Corrections

MONTH / YEAR

MONTH / YEAR: April 2021

[illegible]



UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: April 2021

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Christy Riffle	F250 Ford Truck	1FTSX21598EB86131	103,420	103,421	1	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			Total Miles		1	

UPSHUR COUNTY SENIOR CENTER

TO: Upshur County Senior Center Board of Directors

FROM: Sarah Campbell/Ransom Hackett

MEETING: Senior Center Board of Directors

DATE: April 14, 2021

TIME: 12:00 PM

PLACE: Conference Call

Minutes Attached

Director's Report Attached

Finance Report Attached

AGENDA

Call to Order

Roll Call

Approval of Minutes

Guest Presenter

Bridget Bishoff: Aflac (Voluntary Benefits)

Directors Report

Public Comments

Financial Report

Previous Business

Proposed Values for the Upshur County Senior Center

New Business

Voluntary Benefit Changes

Financial Manual Review

Personnel Matters

Open Position Update

Next Meeting

Adjournment



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

UCFRN General Membership Meeting ~ Zoom Virtual Meeting

May 10, 2021

12:00 PM

Agenda Topics

- Introduction and opening prayer
- Guest Speaker: Sarah Campbell – UC Senior Ctr HG (possibly)
- Guest Speaker: Beth Rogers – Upshur County Public Library Summer Reading Program
- Shower – June 30th - DONATIONS
- Healthy Grandfamilies – HELP US FIND SOME!
- Guest Speaker: Leah Smith, NECCO
- Information Sharing
- Closing

Next meeting Monday, June 14th 2021 at 12:00 pm – Zoom Virtual Meeting

Buckhannon-Upshur Airport Authority Agenda

***Buckhannon-Upshur Airport Authority-Virtual Meeting via Telephony or ZOOM ¹
Monday, May 10, 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 McClanahan Service, Inc. invoice #49177; \$1008.20
 - Secretary's Report – Brian Huffman, Secretary
 - Shane Whitehair/Region7 possible hangar funding
 - Engineering Reports – Chapman/Technical
 - Operations – Jamie Wilt, Jennifer Powers
 - Update fuel prices Jet-A and Avgas
 - Fence repair status
 - B2 Doors, security update
 - 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
- 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 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.

¹ 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.

**UPSHUR COUNTY PUBLIC LIBRARY
Board of Directors Special Meeting Agenda
Wednesday, May 12, 2021, 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. Light pole / traffic circle work
- VI. New Business
 - A. Holiday list for FY '22
 - B. Transfer of U.S. Bank funds
 - C. New affiliate
 - D. Library Vehicle
- VII. Friends of the Library update
- VIII. Setting date of next Board meeting
- IX. Adjournment

Upshur County Convention & Visitors Bureau**May 12th, 2021 Agenda**

- Call Meeting to Order
- Approval of Minutes
- Treasurer's Report
- Director's Report
 - CVB Finances
 - Strawberry Market
 - Festival Fridays - participation
 - WV's Largest Yard Sale
 - Travel Guide
 -
- Event Center Director Report
 - Past Events / upcoming
 - Health Department updates
- Old Business:
- New Business:
 - Elections
 - Legislative Updates
- Motion to Adjourn Meeting

NEXT MEETING: June 9th, 2021

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

Meeting Agenda

Upshur County Administrative Annex

Thursday, May 13, 2021

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - March 11, 2021
- V. Report and/or action on Pending Cases
 - 011421-01 (Carr) – Review photographs of property
 - 021121-01 (Chapman) – No action, deadline is June 9, 2021
- VI. Consider requests to establish new cases
 - One new complaint
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, June 10, 2021 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

**To Participate in the meeting during the COVID-19 Stay at Home Order,
Please join the meeting from your computer, tablet or smartphone.**

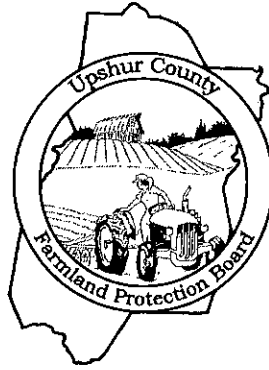
<https://global.gotomeeting.com/join/208414341>

You can also dial in using your phone United States: +1 (646) 749-3122 Access Code: 208-414-341

***Special Working Session of City Council of Buckhannon
6:00 p.m. in Council Chambers
Meeting Agenda for Monday, May 17, 2021***

- A. Call to Order**
 - A.1 Moment of Silence**
 - A.2 Pledge to the Flag of the United States of America**
- B. Working Session & Discussion**
 - B.1 Hiring of Three (3) Fire Fighters**

POSTED 05/04/2021



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: May 20, 2021
Time: 1:15 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: March 2021

BUSINESS ITEMS – Discussion/Update/Action

- Queen easement – Status update:
 - o Hazardous review
 - o Geological assessment
 - o Title work
- Creation of county specific Hazardous Review Form
- New member to be put forward for County Commission consideration/appointment
- Election of Officers

FINANCIAL MATTERS – Discussion/Update/Action

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

OTHER BUSINESS –

DATE OF NEXT MEETING –

ADJOURNMENT

City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, May 20, 2021

112

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/>
Please send public comments to 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 Shane Jenkins-President of the West Virginia Strawberry Festival Association
- B.2 Dennis Cortes-Upshur County Parks & Recreation Board

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 Mayor's Proclamation-2021 Webb Grubb Police Officer Recognition- Darrell Bennett
- D.2 Mayor's Proclamation-2021 Fire Fighter Recognition Friendly Way Honoree- Steve Thacker
- D.3 Mayor's Proclamation-National Nurses' & National Hospital Week May 9th to 15th
- D.4 Notice of Public Hearing of the City Council RE: Ordinance No. 451 New Water Rates & Charges-June 3, 2021 at 7pm
- D.5 Notice of Police Civil Service Commission Accepting Applications for Position of Full Time Entry Level Police Officer
- D.6 Notice of Special Meeting of the Planning Commission RE: The request for the consideration for zoning change on 67 S. Kanawha St. from R-2 District to C-2 District
- D.7 Letter from State Auditor RE: Guidelines on Allocation of Funds from the American Rescue Plan Act of 2021
- D.8 WVML 52nd Annual Conference August 3-6, 2021 at Oglebay Resort Wheeling WV
- D.9 Letter to WVDHSEM RE: Grant No. 1 Change of Scope No. 3 Budget Revision No. 2
- D.10 Letter to WVDHSEM RE: Invoice #12, 13, 14 DHS/FEMA Region III Hazard Mitigation Project Emergency Power Generators
- D.11 Street Paving Bid Advertisement Packet 2021

E. Consent Agenda

- E.1 Approval of Minutes Regular Meeting 04/15/2021 & 05/06/2021
- 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 Buckhannon Academy Elementary Request Closure of Smithfield St on 5/27/2021 from 1.30pm to 2:45pm Celebrate End of School Year with Staff Chair Races
- F.2 Approve Ordinance No. 451 New Water Rates & Charges 2nd Reading
- F.3 Approve to Submit Grant Application to the WVDOH for Acquiring ROW- Binky Poundstone River Walk Trail Extension
- F.4 Approve to Submit Grant Application to the WVDOH for Design & Engineering for Sidewalks on Morton Ave & Locust St

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. Executive Session Per WV Code § 6-9A-4- Property Matters

J. Adjournment

Posted 05/17/2021

Next Regular Scheduled City Council Meeting Thursday, June 3, 2021

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

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

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

Moment of Silence and a small tribute provided by Carey Wagner to honor Sonny Matthews who passed away February 20, 2021. He was not only a good board member who always went above and beyond, he was also a good friend. He will be sorely missed by all.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-vacant

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

Unless otherwise stated all motions passed by vote 2-0.

Recognize that three (3) customers were present.

APPROVAL OF MINUTES

Minutes of February 2, 2021 Regular Monthly Meeting were presented for approval. Larry Heater made a motion to approve the minutes. Carey Wagner seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

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

PRESENTATION BY CORE AND MAIN

Three Core and Main personnel attended our meeting, Jeff Potter, Harry Dodson and Billy Saunders to give a presentation on radio read meters and the benefits of some of the reports which can be generated from these meters. Harry Dodson spoke of the many advantages of having radio read meters i.e. time saved in the reading of the meters for billing as well being able to pin point individuals who may have leaks or other problems they may not be aware of. The Board thanked them for taking the time to come to our meeting and explained we would be getting back to them at a later date.

PHASE III EXTENSION PROJECT

Tenth Draw Request from IJDC loan for Phase III invoices \$205,938.67 plus SCBG in the amount of \$220,823.70 for a total of \$426,762.37 was presented by Cary Smith (Region VII) for signature and payment. Larry Heater made a motion to sign and pay invoices. Carey Wagner seconded. Motion carried

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

PHASE III EXTENSION PROJECT (continued)

Change Order Number 6 for Contract 1

A sixth change order for Contract 1 was presented for a total of \$1,622.82 for double drywall work required by the State Fire Marshal Inspector bringing the total of Contract 1 to \$742,105.63.. **Larry Heater made a motion to sign the change order. Carey Wagner seconded. Motion carried**

Change Order Number 1 for Contract 3

A change order for Contract 3 was presented to cover the cost of 100 radio read meters (purchase and installation cost) to allow A J Burk to try and determine how long it takes to accomplish installing each meter.

Greg Belcher gave updates on the contractors but said due to the weather there had not been a lot they could do. Contract 1 Pro Contracting which is the new office building is putting finishing touches and getting ready for State Inspection plus clean up. Contract 3 A J Burk water line extension has just finished up Radabaugh Ridge and is now waiting on Winery Road Booster station to complete contract. Contract 4 Chojnacki has basically pulled their equipment out for now and are in the process of clean up on some of the roads plus are awaiting the Hawkins Road Booster station to complete contract. They are expecting the generators for the booster stations to arrive in March on different dates.

DRAFT LETTER TO THE UPSHUR COUNTY COMMISSION

The Board drafted a letter to ask the Upshur County Commission to appoint David Burr to the board to finish out the unexpired term of Sonny Matthews who passed away. **Carry Wagner made a motion to send the letter. Larry Heater seconded. Motion carried**

MAINTENANCE

Dave Wamsley, System Operator, discussed the February Maintenance Report which he had prepared for the meeting. Leak detection was discussed at length again due to continued city water bills which are extremely high due to these leaks. WVRWA came out again in February to help us locate more leaks which is greatly appreciated by the PSD.

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

There being no further business, **the meeting adjourned on motion made by Carey Wagner and seconded by Larry Heater.** Meeting adjourned at 7:10 p.m.

The next meeting will be held on Tuesday, April 6, 2021 at 5:00 p.m.

Respectfully submitted:

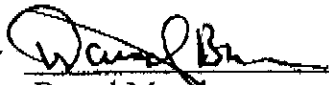
ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member

Note: Recorded Meeting

**Upshur County Family Resource Network
General Membership Meeting
March 8, 2021
Meeting Minutes (held virtually)**

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

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

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Alicia Bosely (Centers Against Violence), Carol Bush (Mountain CAP), Anne Chopyak (community), Heather Lane (Lane Family Consulting), Laura McDaniels (Mountain CAP Child Advocacy Center), Amy McMillan (Community in Schools Facilitator at BUHS), Cara Price (WV PTI), Courtney Pride WVU hsc), Renee Slattery (WVU Social Work student interning with Jodi McQuillan and the Healthy Start/HAPI Project), 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: *Circle of Parents (COP)* grant was awarded in the amount of \$900, which will fund our family socials. Word from the person in charge has been sparse due to her health issues. *Shower donations:* We will be setting up a Survey Monkey or similar link for agencies and individuals to pledge items, with a target date of the end of May. *April activities* will be low key this year. March 25th is the tentative date for proclamation reading and flag-raising with the County Commission. We have new flags with the message 'every child deserves a great childhood'. Flags will be flown at the courthouse, City Hall, and at SYCC. We still need blue LED light bulbs for window candles. We have plenty of the former variety (both candles and light bulbs) at the FRN office, if anyone needs some. Looking toward the month of May, it is both Foster Care Awareness and Mental Health Awareness month. *Healthy Grandfamilies:* Planned start date is June. Please send Lori any families you know that would be interested. Meetings can take place in person or online, with in person likely held outside. There is a referral form to fill out. *Green Bean Day:* This will take place on 8/13 and 8/14 hopefully, with a cookoff at Festival Friday on 8/13 and a stroll on 8/14 starting at 9:00 am. Dr. Reed reminded us to "plant your beans!" and to donate what you can to the Parish House.

Information Sharing:

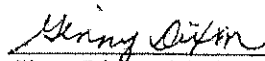
- **Ginny Dixon** shared that she began reading aloud (1st grade at Rock Cave Elementary) in person March 5th, and how much more meaningful it seems as opposed to virtually.
- **Alicia Bosely** shared that Centers Against Violence will be involved in activities next month. She will email information to the FRN to be shared with our email list.
- **Debora Brockleman** shared that Stockert's after school program is in full swing, 4 days a week plus Wednesday if their parents transport them. Camp Buccaneer is in the planning stages for Summer. Debora's been meeting with some staff at the Board of Education and, although it's too soon to announce, it will involve older children. Some possible activities which SYCC will offer include bowling teams, kayaking, and painting classes.
- **Amanda White** with The Health Plan posted in the chat room, a link for the Medicaid VAB Webinar, or on the Creating Strong Families' Facebook page: www.facebook.com/creatingstrongfamilies. The same group will be doing a webinar in a couple of months.
- **Beth Rogers** shared that the annual ramp dinner is returning this year, April 23rd, and will

be carry-out only, with pickup at Tennerton Elementary School. Reservations are required. Cost is \$25/person. The Upshur County Public Library is raffling off 2 baskets (one for Easter for children; the other a self-care basket for adults). Tickets are \$1 each or 6 for \$5; see UCPL's link on Facebook. Beth also noted that the Tobacco Prevention Coalition's poster contest winners are on display.

- **Cara Price** announced that Basic Rights Training For Special Education in the public schools will be held March 11th at 1:00. Call 304-472-5697 to register.
- **Courtney Pride** reminded us that the WVU TBI Virtual Conference will be 3/30 and 3/31, and is open to professionals, individuals, and caregivers.
- **Heather Lane** shared that the Right From The Start program is back to in-person home visits if the providers and the families agree.
- **Jodi McQuillan** noted that HAPI is serving dads also, with the same services as provided to moms. Jodi's phone # is 304-376-0086. Her email: JFleshman@hsc.wvu.edu. She has a referral form for Right From The Start and the HAPI Project.
- **Kristie Tenney** shared that Tabatha Perry, Assistant County Administrator, will get in touch with Lori to firm up the date for flag-raising. She also noted that the Upshur County Parks and Recreation and Trails group is looking at activities for families and youth, and may partner with SYCC.
- **Laura McDaniels** shared that the CAC is in the process of hiring a second therapist to start possibly mid-April. They are accepting referrals for children with behavioral issues.
- **Tina Helmick** shared how difficult recruiting DHHR employees has been due to COVID. If you know anyone graduating college this year with any 4 year degree (not necessarily in social work), refer to her or share her contact information.
- **Tonya Kittle** shared that beginning 4/21/21, employees of ACHC may resume face to face visits with their clients, if the clients are comfortable doing so.

Our next meeting will be April 12, 2021 at 12:00 noon, via Zoom.

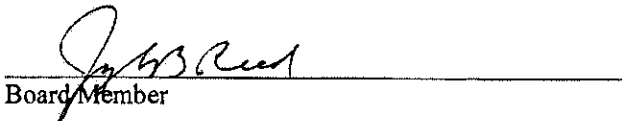
Respectfully submitted,



Ginny Dixon, Administrative Assistant
Upshur County FRN



Board Member



Board Member

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

Members present: Greg Harris, Brian Shreves, Chris Cook, and Chris Garrett

Members absent: Rick Harlow

Others present: None

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

The February 11, 2021 meeting minutes were reviewed. On Motion by Brian Shreves, seconded by Chris Cook, the meeting minutes were approved as presented.

The Enforcement Board reviewed the following cases:

011421-01 (Carr) No action, deadline is May 12, 2021 for the property owner to bring the property into compliance.

021121-01 (Chapman) Reviewed photographs of the property. There is an accumulation of household garbage, vehicles and salvage material. On motion by Brian Shreves, seconded by Chris Garrett, the Board moved to provide the property owner with the initial required action letter. The property owner will have until June 9, 2021 to bring the property into compliance.

The Enforcement Board reviewed the following new cases:

No new complaints

Public Comment:

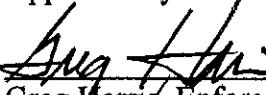
None

Other Business:

The next meeting will be held on Thursday, April 8, 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 3:15 p.m.

Approved by:



Greg Harris, Enforcement Officer



Chris Garrett, Board Member

Rick Harlow, Board Member

Kenneth "Brian" Shreves, Board Member



Chris Cook, Board Member

05-13-21

Date

5/13/2021

Date

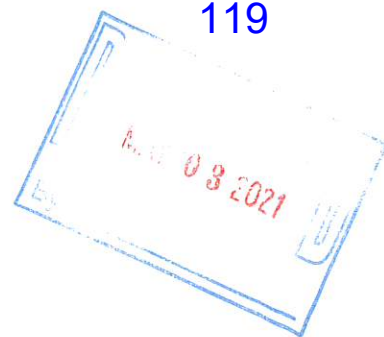
Date

Date

05-13-21

Date

James W. Curry Library/Park Advisory Board Special Meeting MINUTES



March 31st, 2021 at 2:00 pm

At James W. Curry Public Library

The March 31st, 2021 meeting of the Advisory Board was called to order at 2:02 pm by Erv Lake, President.

Roll Call

Present: Erv Lake, Tink Simmons, Carrie Wallace, Tricia Tolliver

Remote: Lori Ulderich Harvey

Absent: Sara Collins, Shanna Collins

Guests: Nate Kennedy, Terry Cutright

Staff: Jonathan Freeman, Darlene Gregory, Judith Williams

Public Comment Period: None

The October 28th, 2020 meeting minutes were reviewed. A motion was made by Tink and seconded by Tricia that the minutes be approved. Motion carried.

Staff Reports

Park: Everything still slow, very quiet. Hunting season was the quietest ever here, no hunters on the first day, no carcasses, no complaints from neighbors. We may need to repaint safety zones (blue) as they are fading. Had a couple electrical problems during Christmas; the breakers are about 12 years old in front gate site and unable to run an average sized camper. Pavilions are still being used for small get-togethers. Dumpster problem stopped. Pop sales are down somewhat.

Library: Reviewed the staff report. October through January were very busy due primarily to virtual learning support. Most of the community was suffering from digital/virtual burn out by February. Not much on the grant front at the moment except for an older technology grant that seems to have come through. Discussing options with Rob Hinton; replace the server if allowable, if not, invest in WeDo2.0 and Spike Lego Education robotics kits and a iPad to go with them. Upcoming events were reviewed.

Timber: Nothing to report specifically to Curry. Markets are back; timber prices are up 60-80% for larger high quality timber (Douglas fir, spruce). As long as interest rates stay low, it will last through mid-summer. When interest rates go up market will turn around.

Review/Report

Old Business:

Fulton Financial reply regarding request for additional 10%: The requested 10% was to support us for 5 years. They approved \$30,000 for one year. They will not send

James W. Curry Library/Park Advisory Board Special Meeting MINUTES

any more than is what is necessary to balance the budget. A request will have to be made each year. Carrie read explanation from Mr. Hakes regarding the "fifth payment". The check has been deposited. We will have to look at the revenues and see what will be needed to balance the budget each year as we move forward.

New Business:

Review of By-Laws – Discussion of Part VI #4 indicated the need to include something about attendance and the number of excused and unexcused absences. By-laws also need to include virtual attendance voting rights. Carrie and Judith will collaborate on the revisions to be presented at next month's meeting. Emergencies will continue go directly to the Commission since it is an Advisory Board.

FY 22 budget – The current condition of the trust and the economy require a conservative approach to budget. FY 21 has received money from Fulton to balance. Jonathan and Judith are to have the proposed budget to Carrie by first week of May.

Grant request for funds for an addition – Tink requested consideration of ARP funds for an addition to Curry Library. He felt it would help this part of the county more than anything else. Terry explained that numerous organizations are requesting funding and a list, to which the library will be added, is being compiled. Tink expressed that expanding the library will be vital to help southern Upshur County to prosper. Feasibility will depend upon the forthcoming eligibility guidelines from the US Treasury.

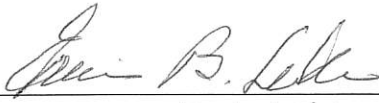
Review of COVID-19 operating procedures – There is no new guidance yet. We are waiting on guidance from the Governor for campgrounds, camps, and parks. Occupancy limit for outdoor events is up to 100. Face covering mandate is still in effect.

Movement of 4-wheeler runs to event pavilion – We have an unused pavilion, and this action would get 4 wheeler runs out of campground and solve a lot of problems. Tink moved, Carrie, seconded a motion to give Jonathan the authority to take this action when booking events. It was suggested that we post signs designating the nearest restroom facilities. Entry-egress condition is fairly good but may need a culvert installed. It seems there is enough gravel there.

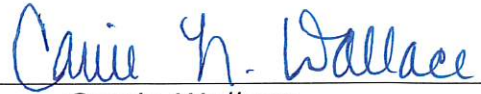
Tractor tires – Tires are over 12 years old and failing daily due to cracks, leaks, and punctures. Estimated cost is approximately \$300.00 each. Jonathan will price replacements and make necessary arrangements. This being a normal maintenance purchase, no motion was required.

There being no further business, meeting adjourned at 2:46 pm.

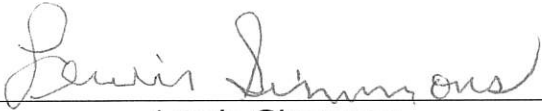
**James W. Curry Library/Park
Advisory Board Special Meeting
MINUTES**



Ervin Lake



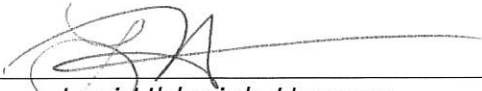
Carrie Wallace



Lewis Simmons

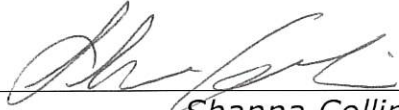


Patricia Tolliver



Lori Ulderich Harvey

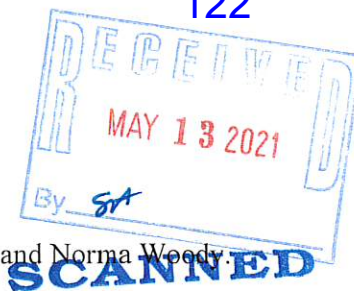
Sara Collins



Shanna Collins

Adrian Public Service District

April 1, 2021

Monthly Board Meeting

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

Visitors: Morgan Haymond, APSD rights of way agent.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 2:45 pm by Chairman Spencer.

Morgan Haymond provided a short update concerning rights of way, and easements obtained for the Phase VIII/Pickens project. We are still waiting for a few responses from the owners of the properties that we need to obtain rights of ways from.

Minutes of the March 4th 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

- The DOH Alton Deck Girder Project is requiring Adrian PSD to relocate a portion of later line. The relocation was discussed and decided that we will have Hornor Brothers Engineering engineer the relocation and have the DOH perform the construction of the relocation with a Hornor Brother super visor on site during relocation. The PSD will be reimbursed for all costs by the DOH.
- The engineering agreement from Hornor Brothers Engineering and the agreement between the PSD and DOH for the Alton Deck Girder Project were approved with a motion made by Paul second by Kelly.
- Reviewed and approved the 2021-2022 Insurance Proposal from WVCRP with a motion by Carolyn and second by Kelly.
- A motion was made by Carolyn, second by Kelly to adopt the USDA Request for Obligation of Funds.
- A motion was made by Paul, second by Kelly to adopt the USDA Letter of Intent to Meet Conditions.
- A motion was made by Paul, second by Carolyn to adopt the USDA Loan Resolution.
- A motion was made by Kelly, second by Carolyn to adopt the USDA Grant Agreement.

Maintenance – Eric

- Installed 3 new services and 2 more still to install.
- Repaired fire hydrant on Alexander Rd.
- Fixed leak at Hinkle Ridge
- Fixed service leak at Gould Rd.
- Installed rear security light on shop building.
- Reconditioned all Chlorine pumps and replaced some parts, all are running good.
- Fixed leak at Grand Camp Tank
- Fixed a busted air release on Gaines Rd.

Office Report

- Working on Consumer Confidence Report

MAY 13 2021
BY: SA

The meeting adjourned at 3:36 pm. Next regular meeting will be May 6th at 3:00 pm.

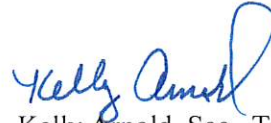
Board of Directors

Handwritten signature of Paul Spencer in blue ink.

Paul Spencer, Chairman

Handwritten signature of Carolyn Douglas in blue ink.

Carolyn Douglas, Vice Chairman

Handwritten signature of Kelly Arnold in blue ink.

Kelly Arnold, Sec., Treas.

Hodgesville PSD**Monthly Meeting****April 6, 2021-4PM**

The monthly meeting of the Hodgesville PSD was held on the above date and time at the district office at 188 Fayette Street, Buckhannon, WV 26201. In attendance were Robert Wright, Chairman; Roger Ward, Secretary; Howard Cutright, Member; Terry Gould, Manager, Barbara Curry, UBS, Inc.; Katherine Tiziani, a Guest and a Representative from Alex Mooney's office.

The meeting was called to order by Robert Wright, Chairman, and then Katherine Tiziani was given the chance to speak. She is requesting water service to be extended to a home she owns at 686 Murphy Station Rd, Buckhannon, WV. The last resident we have near this location is George and Kathy Hinkle. Letter from Ms. Tiziani is attached and made part of these minutes. Century-Volga PSD cannot serve her due to crossing the railroad tracks. Terry Gould explained several different options that Hodgesville PSD could provide to her. Ms. Tiziani has been in touch with John Harper of the PSC and he will be calling Terry to see what can possibly be worked out. After this discussion Ms. Tiziani left.

Terry Gould presented the following topics:

Discussion of the Sanitary Survey results held in March of 2021 showed no major deficiencies in all 3 systems.

Reported that pump #2 quit working at the Lowe's pump station. Pump #1 continued to run and kept things going from Friday until Monday. John Marteney ordered a new motor for the pump.

The PSC has postponed the surcharge that was requested in Rule 19A until a rate study can be completed. Zack Dobbins is requesting that they please keep in mind the past due amount that is owed to the City of Buckhannon Utility Boards when figuring our emergency interim rates. Hopefully we will hear something in the next 10 days.

The Annual Assessment has been faxed to the Public Service Commission.

David Wamsley will be doing our backflow testing which is required by the City of Buckhannon.

Hodgesville PSD has received the blanket permit from the Department of Highways for the year 2021. This has to be completed every January.

One pending tap for Randall Allen.

Received loan proceeds from First Community Bank. Hodgesville is using this for emergencies. The first item on that list will be to use proceeds to get our USDA loan payments back to their original due dates. Hodgesville had received a letter from the USDA requesting that we get those back to the original due dates and also to save on interest. The FCB loan proceeds will allow us to do just that.

The Board approved renewing the insurance Policy that we have with Philadelphia Insurance. This was made by a motion by Robert Wright and seconded by Roger Ward.

Received monitoring schedule for the year from the Bureau of Public Health. This will be handled by Quality Water Services Inc. of Weston.

Received a call from Mr. Nathan Nelson of the PSC stating the Hodgesville PSD was on a list of problem PSDs. Terry explained our situation. He ask that Terry write a letter to him explaining our situation and what the PSD was doing to correct the problems the PSD was having. Mr. Nelson stated that since were doing something about our problems we would more than likely be removed from that list.

Review of the monthly bills to be paid and a motion was made by Roger Ward and seconded by Howard Cutright to pay those bills.

Collected \$1145.29 in water shutoffs.

Water adjustments for the month of March totaled \$845.34.

Fire hydrant on Old 33W in front of Bob Beeson's was now repaired. The PSD received a call from Bob Beeson complimenting Ringers on what a professional job they had done and a very friendly crew.

No further business to discuss the meeting adjourned at 5:30 PM.

Howard C. Taylor

Letter to Hodgesville PSD

Please accept for consideration this document as an official written request to Hodgesville PSD, Hodgesville, WV, on behalf of myself, Katherine Tiziani and spouse, Donald Tiziani, to have the water main line extended to include our residence located at 686 Murphy Station Rd Buckhannon, WV 26201. It is my intention to show that this request is being made out of necessity for the service and not just luxury or convenience. Please see the attached documentation including a current water test and letter from the Buckhannon Health Department Sanitation Services. These attachments show that the quality of water being produced from the current well on said property is not only unfit for human consumption but it is such that it could not be made usable through filtration processes due to the chemicals contained in the water. Furthermore, we have been advised by competent resources that drilling another well on said property would be futile as the new well would likely produce water of the same quality. We are currently in the process of researching the history of coal mining and oil and gas production in the immediate vicinity to ascertain if that could be a likely cause of the contamination. Our efforts in doing so are not to place blame, but more of a hope to gain local, state or federal assistance to pay for the extension of the water line main. We are willing to pay our fair share as well. Whether it is concluded that the contamination be caused by man or by naturally occurring elements in the earth, the end result is the same. The water is unusable. Fresh, clean water is a necessity for the survival of all living things. It is the most basic of human needs. It should be the right of every member of this community to have a clean, fresh water source made available to them.

Sincerely, Katherine Tiziani



- 304 704 9848

Elkins Road Public Service District
Board of Directors' Regular Meeting
April 6, 2021

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, April 6, 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 (absent) and Board Member-David Burr

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 two (2) customers were present.

APPROVAL OF MINUTES

Minutes of March 2, 2021 Regular Monthly Meeting were presented for approval. Minutes were put on hold until next meeting to allow our new board member time to review them.

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Carey Wagner made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried

WELCOME DAVID BURR – NEW BOARD MEMBER

David Burr was welcomed by everyone. He was appointed to complete the unexpired term of Sonny Matthews who passed away on February 20, 2021.

CORPORATE RESOLUTION – BANK ADD

A corporate resolution was prepared by Carey Wagner to allow David A Burr and Carolyn Douglas to be added to all accounts as check signers and to remove Sonny Matthews. Carey Wagner made a motion to approve the corporate resolution. David Burr seconded. Motion carried

LETTER FROM WVCORP – DIVIDEND CREDIT

This letter was just presented to the Board so that they would be aware of the credit we will be receiving.

PHASE III EXTENSION PROJECT

No invoices or draws were submitted for approval to pay by Region VII.

Elkins Road Public Service District
Board of Directors' Regular Meeting
April 6, 2021

PHASE III EXTENSION PROJECT (continued)

Greg Belcher said he would get the substantial completion paperwork started. **Carey Wagner made a motion to approve Greg Belcher getting the substantial completion started. David Burr seconded. Motion carried**

Change Order Number 3 for Contract 3

A third change order for Contract 3 was presented for a total of \$136,000.00 to purchase and install an additional 400 Neptune radio read meters. **Carey Wagner made a motion to sign the change order. David Burr seconded. Motion carried**

Change Order Number 4 for Contract 3

A fourth change order for Contract 3 was presented to cover the cost/installation of the new electric Gorman-Rupp panel box for Kesling Ridge Booster Station at a cost of \$80,750.00. **Carey Wagner made a motion to sign the change order. David Burr seconded. Motion carried**

Greg Belcher attended the meeting after a walk through was completed at the new office location along with Pro Contracting, sub-contractor, Board members and staff.

Greg said that the contractors for the most part have completed their work except for Winery Road, Hawkins Road, Booster Station generators and the Kesling Ridge Booster Station panel box due to waiting on materials in order to complete these areas. There is still a lot of clean up to be done on some roads and that will be done when they return.

Greg also met with the City of Buckhannon to discuss our back flow requirements and we may be able to resolve this issue in the near future. The City has a six inch back flow preventer we can purchase and as soon as Greg finds out what that will be, we will proceed from there.

MAINTENANCE

Dave Wamsley, System Operator, discussed the March Maintenance Report verbally as the internet was down and he was unable to submit the report. Leak detection was discussed at length again due to continued city water bills which are extremely high due to these leaks. In finding and repairing a couple of major leaks we have brought the loss down by approximately 600,000 gallons but we are still losing too much water.

Elkins Road Public Service District
Board of Directors' Regular Meeting
April 6, 2021

There being no further business, **the meeting adjourned on motion made by Carey Wagner and seconded by Larry Heater.** Meeting adjourned at 7:10 p.m.

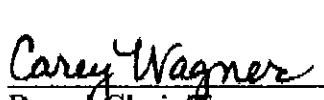
The next meeting will be held on Tuesday, May 4, 2021 at 5:00 p.m.

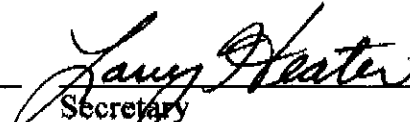
Respectfully submitted:

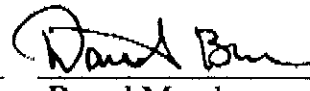
ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda
Sign In Sheet

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
David Burr

Note: Recorded Meeting

Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
April 12, 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 April 12, 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, Paul Richter and Belinda Lewis, Director. A quorum was present. There was one guest, Jeff Wamsley.

The minutes of the March 8, 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 March was presented by Treasurer Jay. Register Reports for the four bank accounts with First Community Bank covering March 2021 were presented. The ending balances for the accounts are as follows:

	<u>February</u>	<u>March</u>
• REAP Account	\$ 160.81	\$ 100.00
• SWMB Account	\$ 8,942.64	\$ 8,942.64
• Money Mkt Account	\$19,564.13	\$19,564.63
• Operating Account	\$19,784.06	\$18,282.60

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

Director's Report:

Belinda Lewis presented a written copy of the Director's Report for the period from March 9th through April 12th, 2021, a copy of which is attached as part of the minutes. She talked about the work done concerning the 5-year update of the Upshur County Comprehensive Litter and Solid Waste Control Plan, SWMB FY 2022 grant application, advertising the Free Paper Shred Event for April and distributing the EDDM brochures to county post offices.

Old Business:

The April 17th Paper Shred Event was discussed. All Board Members plan to assist with this event.

It was reported that the first hearing for the Upshur County Comprehensive Litter and Solid Waste Control Plan five-year update was held at 3:30 p.m. on April 12, 2021. Paul Richter and Belinda Lewis were in attendance. It is now necessary to allow until April 30, 2021 for written comments from the community to be received.

New Business:

A discussion was held on preparing the FY 2022 UCSWA Budget.

The FY 2022 SWMB Grant is due no later than April 30, 2021. A motion to permit Joyce to sign the grant and Belinda to submit it was made by Jay and seconded by Mary. Motion carried.

A proposal for Director's Insurance was received from WVCORP. A motion was made by Paul to accept the proposal and was seconded by Jackie. Motion carried.

One guest was recognized; Jeff Wamsley from the City. He was present to talk about the Free Paper Shred Event, which is scheduled to be held at Mudlick for the first time rather than Crossroads Recycling at Walmart. This event will be held Saturday, April 17, 2021 from 9:00 a.m. to 12:00 noon.

Additional Items of Discussion;

Joyce inquired about the status of the Small Government Monitoring Program in which UCSWA participated in lieu of hiring an auditor. Director Belinda Lewis has been in constant contact with Jessica Kirk and the last word was that information will be received no later than April 30, 2021. However, Belinda will contact her again.

A discussion was held concerning the efforts of Doug Bush to get the area around Sheetz/Walmart/Burger King free from excessive litter. Belinda reported that she is remaining in contact with him and has promised to work in cooperation with him on this project. However, he was a little discouraged at the lack of response on the part of some of the businesses.

Jackie noted a problem with the office paper bin being too heavy and high for some individuals to utilize it. Jeff explained the need for such an office paper container and remarked that people can bring their office paper into the garage if they cannot use the container.

A discussion was held on an UCSWA manual in Jackie's possession.

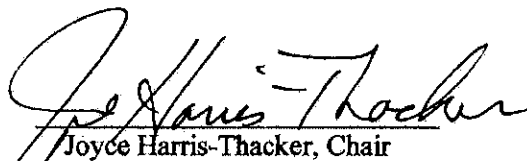
With no further business, the meeting was adjourned at 5:16 p.m.

Respectfully Submitted,



Belinda Lewis, Director
April 12, 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 March 9, 2021 through April 12, 2021

Activities include:

- Prepared and distributed by email the minutes of the 3/8/2021 meeting.
- Checked upshurwa@yahoo.com email daily.
- Checked mail at Post Office every day.
- Received email of Direct Deposit to Operating Account in the amount of \$1742.00.
- Received monthly bank statements on the four accounts and reconciled balances for March. 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 April meeting.
- Prepared agenda and packets for April 12th 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 April 12th Comprehensive Solid Waste and Litter Control first hearing and the board meeting; checked with Jeff about using the Recycling Garage and informed Board Members and others of the change via email.
- Finished EDDM brochure, sent to Ralston and then picked them up when completed. I spent four days getting them ready to be mailed and then delivering them to county post offices. They are done!
- Fielded many calls on my cellphone about recycling and the Free Paper Shred Event.
- Prepared Solid Waste Management Board Grant which is due April 30, 2021 and had it ready for the Chair's signature. Took a copy to Region VII for their review and approval.
- Prepared for the first hearing of the Comprehensive Solid Waste and Litter Control Plan's five year update, held prior to the board meeting at 3:30 p.m.
- Double checked with Shred It about the April 17th Free Paper Shred Event.
- Spent time studying various House Bills (and forwarded them to Board Members).
- Created and posted signs at various businesses for the Free Paper Shred Event. Also, I erected the yard signs at various areas around Upshur County.

Thanks—Belinda

**Upshur County Family Resource Network
General Membership Meeting
April 12, 2021
Meeting Minutes (held virtually)**

Board Members present: Addie Helmick, Matt Kerner, Jodi McQuillan, and Dr. Joseph Reed.

Board Members not present: Jodie Akers, Debora Brockleman, Rise Hanifan, Tina Helmick, Tonya Kittle, Beth Rogers, and Kristie Tenney.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Carol Bush (Mountain CAP), Anne Chopyak (community), Rhett Dusenbury (District Rep. for Congressman Alex Mooney), Addie Helmick (Centers Against Violence), Matt Kerner (Director, Opportunity House), Sherry Kuhl (Aetna Better Health WV), Heather Lane (Right From the Start & HAPI programs), Rita McCrobie (WV AG's office), Amy McMillan (Community in Schools Facilitator at BUHS), Cara Price (WV PTI), Courtney Pride WVU Center for Excellence in Disabilities), Suree Sarceno (VITA Outreach Coordinator), Sarah Sienkiewicz (ResCare), Renee Slattery (WVU Social Work student interning with Jodi McQuillan and the Healthy Start/HAPI Project), Danielle Torrez (ACHC), April Waybright (MountainHeart), and Amanda White (The Health Plan).

Introductions and opening prayer: Matt Kerner offered our prayer today. Dr. Reed, Board Chair, asked us as we introduced ourselves, to state who or what we are thankful for (other than yourself) that did something well because of COVID.

FRN Director's Report: The paperwork for our basic *DHHR grant* has been submitted. The amount remains the same, as do the expenditures. *Healthy Grandfamilies:* this program will be starting on June 8th (time TBD) at the Upshur County Recreation Park pavilion (behind the high school). The fee for use of the pavilion has been waived by the County Commission. Lori offered her cell phone number (304-613-5674) for anyone inquiring about this program. *Pinwheels* have been "planted" all around the county in honor of Child Abuse Prevention and Awareness month. Additionally, Lori arranged to have signs made this year, to be displayed in different places. *Family Socials* will re-start this month via Zoom; we'll have a princess. Once we move the socials outside, we will need to limit the number participating, and all precautions (safe social distancing, etc.) will be adhered to. This year's *community baby shower* will be held outdoors at BUHS the evening of June 30th, with names of applicants taken starting on June 1st.

Information Sharing:

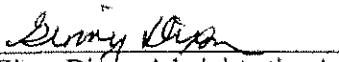
- **Suree Sarceno** shared that income tax season has been extended to May 17th this year (for the 2020 tax year). She noted that, for those taxpayers who pay an estimated tax, the payment dates remain the same as always. VITA does not have a site in Upshur County, but Suree encouraged people to contact her or her new assistant, Sandra Weber, both at ncwvcaa.org. Suree's goal is to have someone in Upshur County again.
- **Matt Kerner** shared that the WV State Legislature (both the House and the Senate) passed SB334, which "basically killed harm reduction." This bill, if signed into law, could have the far-reaching effects of harming not only IV drug users but those with whom they have sexual relations. Matt urged those of us who feel that this bill is wrong to please contact Governor Justice and ask that he veto the bill. Matt offered a link and

phone numbers to reach the Governor. Since this issue is non-partisan and is a matter of health, it was felt that Ginny could email the information to our list serve.

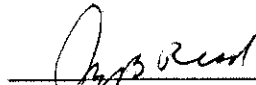
- **Carol Bush** posted in the chat room that she would welcome any ideas for local housing needs. She is the Housing Development Coordinator for Mountain CAP. Her email address: cbush@mountaincap.com.

Our next meeting will be May 10, 2021 at 12:00 noon, via Zoom.

Respectfully submitted,



Ginny Dixon, Administrative Assistant
Upshur County FRN



Board Member



Board Member

Upshur County Public Library Board of Trustees Meeting April 14, 2021

A special meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, April 14, 2021 at the library. Board members in attendance were Kenna Leonard, Carol Smith, John Haymond, Linda Riegel, and Katie Loudin. Also in attendance were Paul Norko, Director; Beth Rogers, Assistant Director; and Connie Cutright, Business Manager.

The minutes of the March 17, 2021 meeting were approved on a motion made by John and seconded by Katie.

The financial reports for March were approved on a motion made by Linda and seconded by John.

Director's Report – see written report

Additions:

- Beth reported that due to Covid, we could not use the \$6000.00 planned for programming from the Pallotine Grant. The Pallotine Foundation Board has graciously offered us another chance to make use of the grant if we could adapt it towards health and wellness and have it spent by August 31, 2021.
- Beth has applied for a Community Challenge Grant through AARP for \$13,000.00. The grant would allow us to create a small green space with tables and chairs for outside use of the wi-fi.

Connie stated that we are waiting on estimates from Steve Corder replacing the light pole damaged by the tractor and trailer.

Bank Account issues –

- First Community Bank - beginning in February, we have been charged service fees from First Community Bank for using their cash manager system for direct depositing payroll. The initial agreement when we began using the cash manager system was that if the Library transferred their money market account to First Community from Chase, no fees would be charged. The current fees would amount to over \$600.00 per year. Because First Community has been closed for remodeling, communication with FCB has been very difficult. If we cannot get this resolved, Carol made a motion, seconded by John, to begin searching for a new bank.
- U.S. Bank – Because the U.S. Bank does not have a bank in WV, we still do not have any type of documents that allow the current board members to be signatures on the account. Dennis Xander is the only person who is still in the area that has access to the account. Our concern is whether the funds are restricted by being part of the Trust Fund or to cover our OPEB liability, or can it be transferred into our money market account where it would be accessible by the current board members? Connie stated that she has not been able to find any signed documents creating a legal Trust Fund.

Connie discussed the two different budget proposals that had been emailed to everyone in advance. One budget included a wage increase for staff, not exceeding the amount saved from the fourth part time position that was not filled last August. Both budgets showed a deficit which would mean that if additional unbudgeted revenue was not received or budgeted expenses were not spent, the deficit would be taken from the fund balance. On a motion made by Carol and seconded by Katie, the budget with a 5% wage increase was approved.

The next meeting will be May 12th, 4:00 p.m. at the library.

A motion was made to go into executive session at 5:00 p.m. to discuss the Director's evaluation on a motion made by Katie and seconded by John. Carol made a motion at 5:07 p.m. to leave executive session and Katie seconded by motion. The Board President, Kenna Leonard, reported Paul received a satisfactory review. The meeting then adjourned.

Respectfully submitted,


Connie Cutright,
Business Manager

Approved,

Kenna Leonard,
President

I. Light pole & traffic circle update

- A. The trucking company whose truck driver hit our pole has contacted us to request the security video footage of the incident. We had some technical issues in getting the video to them, but they will be sending a claims adjuster to view the footage
- B. Steve Corder has been asked about providing some sort of detailed timeframe for when he can start framing and pouring the concrete needed to repair the light pole and the flagpole area in the traffic circle, but his responses have been somewhat slow. We may need to find another option besides him, as we really want this finished before summer starts.

II. Technology

A. Broadband

- 1. The Library Commission has been working on a new internet contract, as their current one only covered through the end of 2020. The biggest difference with the new contract is the speed they will be providing – a minimum of 100 MB/s, and a maximum of 500 MB/s, and would be free to us. This is much faster than the Raven Rock internet (50 MB/s down) that we have to pay for ourselves.
- 2. I am told that this new internet connection should be operational by July. Once it is up, I would like to consider dropping our Raven Rock service, which will free up some of our budget and simplify our internet needs for both our Wi-Fi and our hardwired computers.

B. New emails

- 1. The WV Office of Technology is going to be providing all libraries in West Virginia with new email addresses, as the State Executive Branch and all associated offices are going to be migrating to a new Gmail account. As a part of this migration, the Library Commission will no longer be running the email server, and all library associated emails will be changing.
- 2. I don't have details quite yet on what the new emails will be, but Beth and I are a part of the pilot program, so ours will be changing very soon. The estimated completion for the rest of the library emails to change over is September 30th.
- 3. There is also talk about the West Virginia Library Network hosting its own email server, as some libraries in the state really want more local control than what the Office of Technology will give them (mostly for marketing and branding purposes). We likely would be responsible for an annual maintenance charge with this method of providing emails, but it is another option. I don't have many more details on the WVLN email server than this yet, however.

III. Programming

- A. Book Club - We continue to average three people attending in person, while up to five people are taking and reading the book, but not attending the meeting due to other commitments, etc.
- B. Story time – Bobbi will be starting an outdoor, in-person story time activity, weather (and vacations) permitting, on May 13. This allows Bobbi to make the connections with the children that attend and begin rebuilding the audience we have lost over the course of the past year because of no in person programming activities.

IV. Affiliates & Continuing Education

- A. Karen and Paul visited both Philippi on April 20th, and Sutton on April 27th, for some cataloging training for new staff members at these libraries. Paul was able to get over to visit Gassaway while Karen was doing the training at Sutton as well.
- B. Karen will be visiting Elkins and Pioneer in the next few weeks for more cataloging training for their staff.

Upshur County Public Library
July 2020 through April 2021

138

					TOTAL		
	Feb 21	Mar 21	Apr 21	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
Income							
4020 · County Commission	11,625.00	0.00	0.00	34,875.00	46,500.00	-11,625.00	75.0%
4030 · Board of Education	23,425.00	0.00	0.00	70,275.00	93,700.00	-23,425.00	75.0%
4040 · Grant-in-Aid	0.00	0.00	23,708.00	94,829.00	94,828.00	1.00	100.0%
4060 · WVLC Svcs. to Lib. (admin fees)	0.00	0.00	15,062.00	60,250.00	60,248.00	2.00	100.0%
4150 · WVLC Other Grants	0.00	2,904.00	0.00	2,904.00			
4160 · Other Grants	0.00	5,000.00	0.00	10,000.00			
4230 · Unrestricted Gifts	90.59	263.72	535.98	3,601.53	6,000.00	-2,398.47	60.03%
4235 · Unrestricted - Ramp Dinner	0.00	6,175.00	4,562.50	10,737.50	12,500.00	-1,762.50	85.9%
4240 · Restricted - Memorial/Gift Matl	0.00	25.00	100.00	2,659.90	2,200.00	459.90	120.91%
4310 · Interest	9.86	6.92	7.10	117.52	200.00	-82.48	58.76%
4420 · Copies/Fax	376.85	563.05	463.60	4,351.61	6,700.00	-2,348.39	64.95%
4450 · Fines	70.45	265.10	117.80	1,526.88	3,500.00	-1,973.12	43.63%
4490 · Other fees-cards, JD, earbuds	89.55	71.00	271.00	909.35	650.00	259.35	139.9%
4730 · Fundraisers	1,068.00	1,135.00	20.00	3,126.75	1,000.00	2,126.75	312.68%
Total Income	36,755.30	16,408.79	44,847.98	300,164.04	328,026.00	-27,861.96	91.51%
Expense							
6020 · Wages	14,901.58	17,311.84	16,314.05	162,598.14	205,735.00	-43,136.86	79.03%
6030 · FICA	923.87	1,073.35	1,011.48	10,081.10	12,756.00	-2,674.90	79.03%
6040 · Medicare	216.06	251.04	236.55	2,357.64	2,983.00	-625.36	79.04%
6050 · WV Public Employees Retirement	1,257.60	1,448.40	1,382.99	13,703.15	16,326.00	-2,622.85	83.94%
6060 · Insurance (Employer Paid)	1,692.76	1,692.76	1,692.76	17,127.60	20,095.00	-2,967.40	85.23%
6061 · RHBT (Employer Paid)	640.00	640.00	640.00	6,400.00	8,064.00	-1,664.00	79.37%
6080 · WV Unemployment	223.52	259.67	215.33	1,279.75	3,000.00	-1,720.25	42.66%
6090 · Workers Comp.	0.00	0.00	0.00	0.00	700.00	-700.00	0.0%
6110 · Books	487.09	964.05	1,388.89	8,535.28	9,800.00	-1,264.72	87.1%
6112 · Memorial/Gift Materials	257.63	135.85	195.32	1,955.57	2,200.00	-244.43	88.89%
6140 · Periodicals/Newspapers	69.08	22.00	0.00	1,804.58	1,500.00	304.58	120.31%
6143 · Electronic Books	0.00	12.00	861.76	3,125.94	2,500.00	625.94	125.04%
6151 · Audios	44.50	147.90	157.79	1,240.03	1,500.00	-259.97	82.67%
6152 · DVD's	52.90	134.89	47.68	626.34	1,200.00	-573.66	52.2%
6230 · Other Grant Expenditures	741.28	174.36	1,700.00	6,322.15	12,200.00	-5,877.85	51.82%
6251 · Parking Lot Expenditures	0.00	0.00	0.00	18,440.18			
6310 · Office/Library Supplies	429.33	0.00	279.38	2,809.89	3,200.00	-390.11	87.81%
6350 · Postage	91.25	-10.30	101.90	1,059.53	1,700.00	-640.47	62.33%
6521 · Equipment/Furniture	0.00	0.00	0.00	275.09	1,500.00	-1,224.91	18.34%
6541 · Equipment Maint.	0.00	125.00	0.00	295.00	200.00	95.00	147.5%
6552 · Software/Elec. Sub./Maint. fees	-352.21	0.00	0.00	2,090.11	3,000.00	-909.89	69.67%
6570 · Vehicle Maintenance	0.00	0.00	0.00	0.00	300.00	-300.00	0.0%
6720 · Bldg. Maint. (inc. janitorial)	55.55	31.80	325.02	927.71	1,000.00	-72.29	92.77%
6742 · Utilities - Electric	0.00	1,912.08	1,705.10	13,593.07	23,500.00	-9,906.93	57.84%
6743 · Utilities - Water/Waste	84.76	86.93	85.85	771.92	1,200.00	-428.08	64.33%
6750 · Telephone	183.98	203.22	233.98	1,938.94	2,400.00	-461.06	80.79%
6765 · Internet Service	105.00	105.00	105.00	378.00	189.00	189.00	200.0%
6760 · Insurance - Building & Bonds	0.00	0.00	0.00	728.00	730.00	-2.00	99.73%
6910 · Public Info./Programming	0.00	0.00	15.69	22.50	800.00	-777.50	2.81%
6920 · Memberships	0.00	0.00	50.00	50.00	250.00	-200.00	20.0%
6930 · Travel/Meetings/Cont. Ed./Conf.	0.00	0.00	101.61	379.31	3,000.00	-2,620.69	12.64%
6950 · Fundraising Expenses	572.70	0.00	41.58	614.28	60.00	564.28	1,228.56%
6960 · Ramp Dinner	0.00	0.00	0.00	0.00	4,800.00	-4,800.00	0.0%
6970 · Professional & Misc. Fees	24.92	55.04	0.00	79.96			
6980 · Audit	0.00	128.00	0.00	1,728.00	1,800.00	-72.00	96.0%
Total Expense	22,703.15	26,904.88	28,889.71	283,338.76	350,178.00	-66,839.24	80.91%
Net Income	14,052.15	-10,496.09	15,958.27	16,825.28	-22,152.00	38,977.28	-75.95%