

## 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: August 12, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
  - July 29, 2021
- 9:45 a.m. Bid opening – COPS Grant #2020-SVWX-0033 Notification System Upgrade Project
- 10:00 a.m. Sheriff Virgil D. Miller – Request to amend the Sheriff’s Deputy Sign-On Incentive Program that was approved on February 11, 2021 and for the transfer of William T. Chidester from a part-time Deputy Sheriff to a full-time Deputy Sheriff, effective August 16, 2021\*  
*Item may lead to Executive Session per WV Code §6-9A-4*  
(Under separate cover)
- 1:00 p.m. Wrecker Services Meeting –Discuss Procedures to Dispatch Wrecker Services Page 5-6

### Items for Discussion / Action / Approval:

1. Correspondence to West Virginia State Delegates and Senators expressing opposition towards Critical Race Theory \* Under separate cover
2. Approval of advertisement for a Community Corrections Case Manager/Counselor\* Under separate cover
3. Approval and signature of the Sales Order and related documents between KOMAX Business Systems and the Upshur County Commission for a new color copier to be located in the Addressing & Mapping Department. This lease will be for a 36-month period in the amount of \$1,532.04 due annually. \* Page 7-9
4. Correspondence from Software Systems, Inc. regarding changes in maintenance contract amounts. Review and approval of 2021-2022 maintenance levels. This maintenance includes program updates, telephone support and time spent performing data conversions and other on-site tasks depending upon which level is requested for each system. \* Page 10-13
5. Review and approval of Notice of Public Auction. \* Page 14  
*Item may lead to Executive Session per WV Code §6-9A-4(9)*
6. Approval and signature of the WV CDBG Small Cities Block Grant Program Grant Amendment No. 5 for the Elkins Road PSD Phase III Water System Improvement Project. This amendment will modify the project funding structure. \* Page 15-16

7. 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 \$57,074.30. This is for Request for Funds #22. \*  
*Page 17-39*
8. Review and signature of correspondence from Johnathan Vickers, Assistant Director, Chief Inspector's Division of the WV State Auditor's Office, revising the services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2020. The fee for the single-audit services will be now be \$36,650. \*  
*Page 40-46*
9. Correspondence from Brian Elmore requesting appointment to the Upshur County Enhanced Emergency Telephone Advisory Board as the fire service representative. Upon approval, his term will be effective immediately and expire June 30, 2024. \*  
*Page 47-48*
10. Approval of Lewis–Upshur Animal Control Facility Volunteer Mariah Goldsmith. *Under separate cover*
11. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

**For Your Information:**

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

1. Public Service Commission of West Virginia to hold Public Comment Hearings on Suddenlink – August 23<sup>rd</sup> and 24<sup>th</sup>  
*Page 49-50*
2. United States of America Federal Energy Regulatory Commission – Notice of Availability of the Draft Supplemental Environmental Impact Statement for the Proposed Atlantic Coast Pipeline Restoration Project and Supply Heater Restoration Project – July 23, 2021  
*Page 51-54*
3. Correspondence from the Weyerhaeuser Giving Fund, announcing the award of \$10,000 to the Upshur County Youth Camp.  
*Page 55-57*
4. Upshur County Building & Floodplain permits for the month of July, 2021  
*Page 58-59*
5. Upshur County E911 Communication Reports – July, 2021  
*Under separate cover*
  - Monthly Department Summary Report
  - Monthly Wrecker Report
  - YTD Wrecker Report
6. Public Notices:
  - a) Newsletters and/or Event Notifications:
  - b) Agendas and/or Notice of Meetings:
 

• Buckhannon-Upshur Airport Authority	August 9, 2021	<i>Page 60</i>
• Lewis-Upshur Community Corrections	August 9, 2021	<i>Page 61</i>

- Buckhannon-Upshur Parks and Recreation Advisory Board August 9, 2021 Page 62
- Elkins Road PSD August 10, 2021 Page 63

c) Meeting Minutes:

- Adrian PSD July 1, 2021 Page 64

d) Meetings:

- 08/03/21 5:00 p.m. Elkins Road PSD – CANCELLED
- 08/10/21 5:00 p.m. Elkins Road PSD - Special
- 08/03/21 4:00 p.m. Hodgesville PSD
- 08/05/21 7:00 p.m. Banks District VFD
- 08/19/21 7:00 p.m. City Council of Buckhannon
- 08/05/21 7:00 p.m. Selbyville VFD
- 08/09/21 12:00 p.m. Upshur County Family Resource Network
- 08/09/21 4:30 p.m. Upshur County Solid Waste Authority
- 08/09/21 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 08/09/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 08/10/21 7:30 p.m. Adrian VFD
- 08/05/21 6:00 p.m. Buckhannon-Upshur Board of Health
- 08/25/21 7:00 a.m. Upshur County Development Authority –annual meeting
- 08/11/21 12:00 p.m. Upshur County Senior Center Board
- 08/11/21 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 08/10/21 7:00 p.m. Warren District VFD
- 08/05/21 3:00 p.m. Adrian PSD
- 08/11/21 3:00 p.m. Tennerton PSD
- 08/12/21 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 08/12/21 7:30 p.m. Buckhannon VFD
- 08/09/21 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/19/21 6:30 p.m. Upshur County Youth Camp Board
- 08/08/21 6:00 p.m. Washington District VFD
- 08/16/21 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 08/18/21 4:00 p.m. Upshur County Public Library Board
- 08/20/21 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/24/21 6:30 p.m. Upshur County Fire Board, Inc.
- 08/24/21 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 08/11/21 7:00 p.m. Ellamore VFD
- 08/18/21 12:00 p.m. Lewis Upshur LEPC
- 09/16/21 6:00 p.m. Upshur County Farmland Protection Board
- 08/23/21 7:00 p.m. Upshur County Fire Fighters Association
- 08/11/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 08/25/21 10:00 a.m. James W. Curry Advisory Board

7. Appointments Needed or Upcoming:

- Buckhannon-Upshur Airport Authority (unexpired term -- 6/30/2021) – City Representative
- Upshur County Fire Board (7/1/2021-6/30/2024) – Fire Association Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – City Representative
- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – City Representative

- Buckhannon-Upshur Parks and Recreation Advisory Board (7/1/21-6/30/23) – BOE Representative
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – Farm Bureau Representative
- Corridor H Authority (7/1/21-6/30/25)
- Upshur County Enhanced Emergency Telephone Advisory Board (7/1/21-6/30/24) – Fire Association
- Upshur County Fire Board (unexpired term 6/30/22) – Community Representative – 1<sup>st</sup> Mag. District
- Wes-Mon-Ty Resource Conservation & Development (7/1/2021 – 6/30/2023) -- County Commission

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

### Tabled Items

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

1. Approval and signature of a Software License and Implementation Agreement between Central Square Technologies LLC and the Upshur County 911 Communications Center for the license of an integrated Computer System on a subscription basis consisting of a 911 system and any additional applications described in the Agreement and the Addenda. The total amount of this contract is one hundred fifty-three thousand two hundred twenty-three dollars and twenty-four cents (\$153,223.24). (tabled 7/15/21)
2. Approval and signature of a CentralSquare 911 Support Agreement between Central Square Technologies LLC and the Upshur County 911 Communications Center for annual maintenance services and support. The annual Maintenance and Support Fee for year 1 will be nineteen thousand two hundred fifty-six dollars and seventy-five cents (\$19,256.75). (tabled 7/15/21)
3. Ty Landis, Youth Environmental Club – Presentation of proposed amphitheater renovation project at the Upshur County Recreational Park (tabled 7/29/21)
4. Correspondence from Thomas J. O'Neill expressing an interest in the vacant seat on the Corridor H Authority. Upon approval, this term will be effective immediately and extend through June 30, 2025. (tabled 7/29/21)

**Next Regular Meeting of the Upshur County Commission**

**August 19, 2021 --- 9:00 a.m.**

**Upshur County Courthouse Annex**

**\*The Upshur County Commission Meeting scheduled for September 2, 2021, has been CANCELLED\***

# UPSHUR COUNTY COMMISSION

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

Telephone: (304) 472-0535  
Telecopier: (304) 478-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

## Procedures to Dispatch Wrecker Services

**Effective September 19, 2019**

In compliance with Chapter 24, Article 6, Section 12 of the Code of West Virginia, as amended, the County Commission of Upshur County does hereby establish a policy or procedure as outlined below to provide for the most prompt, fair, equitable and effective response to requests or dispatches for emergency towing services. Any type of request or call to the Upshur County E911 Communications Center for towing services will be considered as a request for emergency towing services and will be subject to these procedures.

The Upshur County E911 Communications Center will automatically dispatch towing services for all motor vehicle accidents (MVA's). Once the Upshur County E911 Communications Center has dispatched the appropriate towing service and has received an ETA, E911 personnel are to notify responding law enforcement and fire department personnel that a towing service has been contacted and is enroute. If law enforcement arrives on scene and determines that a towing service is not necessary, the dispatched towing service will forfeit or forego their position on the rotation list.

If a towing service is the first to arrive on scene, they must stage away from the accident. No vehicle at the scene is to be moved until the investigation has been completed and law enforcement personnel have authorized removal, unless on scene emergency personnel need to move any vehicle in order to provide necessary medical treatment and/or to preserve and protect human life.

The Upshur County E911 Communications Center will follow an established rotation list of available towing services located in Upshur County that are in compliance with these procedures. The Upshur County E911 Communications Center will maintain a public record of towing services utilized and forward the same to the Office of the Upshur County Commission each month.

The Upshur County E911 Communications Center will contact the next towing service or operator on the established rotation list to respond to the request or accident. Once a towing service accepts a call they must depart their location in no more than five (5) minutes. Notification with an estimated time of arrival (ETA) shall be made to the Upshur County E911 Communications Center once they are enroute.

If the towing service company or operator does not answer the call from the E911 Communications Center and confirm the availability of towing services, the towing service will forfeit and forego that call as per the established rotation list. The Upshur County E911 Communications Center will not alter the established rotation list for any missed call(s).

Unless an operator or owner of a vehicle request is made for a particular vehicle at the scene, the towing service dispatched from the rotation list will handle all vehicles located at scene. If necessary, the dispatched towing service or operator should arrange for additional assistance. In order to provide for public safety, first responders located at the accident scene have the authority to direct the E911 Communications Center to contact more than one towing service.

A responding towing service must accept the vehicle(s) unless there is an equipment failure or other circumstance outside of their control that prohibits them from transporting the vehicle(s). If a towing service company or operator refuses a vehicle(s) for any other reason they will be suspended from the established rotation list for a period of six (6) months.

*An Equal Opportunity Employer*

To be included and remain on the established rotation list, towing service companies and/or operators must be in compliance with all local, state and/or federal laws or regulations that govern such type of business. The towing service dispatched from the rotation list is responsible for all vehicle debris clean-up on scene, excluding Hazardous Materials. Employees of the towing service are required to conform with all uniform safety requirements. It is the towing services responsibility to equip their response vehicles and employees in order to adequately and safely provide these services. If a towing service fails to meet regulations, first responders on scene shall notify the Upshur County E911 Communications Center for notation in the computer aided dispatch (CAD) system.

Local regulations will require (but are not limited to) the following:

1. Each towing service company must respond to at least one (1) call and cannot refuse more than ten (10) calls within a one (1) month time period.
2. Provide a copy of the following documents received on July 1<sup>st</sup> of each year to the Upshur County E911 Communications Center by July 15<sup>th</sup> of each year: valid universal cab card for each unit, current medical examination card for each driver, current Class D or CDL operator's license for each driver.

Towing service companies that fail to respond to the required calls and/or fail to provide the required documentation will be removed from the established rotation list until a letter of request to be added to the list is provided from the towing service company to the Office of the Upshur County Commission and required documentation is provided to the E911 Communications Center Director.

The established rotation list will be followed subject to the following exceptions or deviations:

- The operators or owners of the vehicle(s) may request a specific towing service located in Upshur County. In order to maintain a fair and equitable procedure in the selection of a towing service, operators or owners should not receive any advice or assistance from law enforcement personnel or other emergency personnel located at the scene. The Upshur County E911 Communications Center will record the city and state that the vehicle is registered in and the officer on scene in the public record. Specific requests from an operator or owner will not cause a towing service to forfeit or forego their normal position in the established rotation list.
- In order to provide for the public safety and welfare, first responders located at the scene have the authority to override a request made by the operator or owner of a vehicle or make a request for the towing service company in closest proximity to be utilized. Any specific request under this circumstance will not cause a towing service to forfeit or forego their normal position in the established rotation list.

Approved and adopted by the County Commission of Upshur County, West Virginia on the 9<sup>th</sup> day of August 2001. Amended by the County Commission of Upshur County, West Virginia on the 16<sup>th</sup> day of March 2006. Reviewed and approved by the County Commission of Upshur County, West Virginia on the 26<sup>th</sup> day of February 2009. Amended by the County Commission of Upshur County, West Virginia on the 18<sup>th</sup> day of June 2015. Amended by the County Commission of Upshur County, West Virginia on the 29<sup>th</sup> day of September 2016. Amended by the County Commission of Upshur County, West Virginia on the 11<sup>th</sup> day of April, 2019. Amended by the County Commission of Upshur County West Virginia on the 19<sup>th</sup> day of September 2019.

  
 Samuel R. Nolte, President



# SALES ORDER

500 D Street  
South Charleston, WV 25303  
(304) 744-7440 • Fax (304) 744-7450

Date July 26 2021  
Sales Representative Sydney Holland

[illegible]

## De Lage Landen Financial Services, Inc.

## Lease Agreement

Send Email Invoice To:

LESSEE	Full Legal Name <b>UPSHUR COUNTY COMMISSION</b>		Tax ID No <b>55-6000406</b>		Phone Number <b>(304) 472-1182</b>
	Billing Address <b>91 WEST MAIN ST</b>		City <b>BUCKHANNON</b>	State <b>WV</b>	Zip <b>26201</b>
	Equipment Location (if not same as above): <b>38 W. Main Street Room 303</b>		County <b>UPSHUR</b>	Attention to: <b>CARRIE WALLACE</b>	
					Purchase Order Requisition Number
EQUIPMENT	Make <b>KONICA MINOLTA</b>	Model Number <b>C450I</b>	Serial Number	Quantity <b>1</b>	Description (Attach Separate Schedule A If Necessary)
PAYMENT INFORMATION	Number of Lease Payments <b>3</b>	Lease Payment <b>\$1,532.04</b>	Plus Applicable Taxes		Term of Lease in Months <b>36</b>
			Plus Applicable Taxes		Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other <b>ANNUAL</b>
			Plus Applicable Taxes		End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other
			Plus Applicable Taxes		End of Lease Purchase Option shall be FMV unless another option is selected.
Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]		Security Deposit (PLUS)		First Period Payment (PLUS)	Other (EQUALS)
Sales tax Exempt <input checked="" type="checkbox"/> Please provide valid certificate					Total Payment Enclosed Plus Applicable Taxes
				+	=

**1. Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

**2. Term:** This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

**3. Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

**4. Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**6. Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

**7. Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

**8. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

**9. End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

**10. Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury.** You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at [dillgroup.com/us/privacy](http://dillgroup.com/us/privacy).

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW		
	Signature	DOB	Date
LESSEE SIGNATURE	Title <b>President</b>	Print Name <b>Kristie G. Tenney</b>	
	Legal Name of Corporation <b>UPSHUR COUNTY COMMISSION</b>		
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Print Name
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. <b>This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.</b>		
	Signature	Name of Guarantor	Date

# FISCAL FUNDING ADDENDUM

<b>CUSTOMER</b>	Full Legal Name <u>UPSHUR COUNTY COMMISSION</u>	DBA Name (If Any) <u>ADDRESS AND MAPPING</u>
	Billing Address <u>38 W. MAIN STREET ROOM 303</u>	Phone Number <u>304-472-1673</u>
	City <u>BUCKHANNON</u>	County <u>UPSHUR</u> State <u>WV</u> Zip Code <u>26201</u>
	Agreement Number _____	Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

<b>CUSTOMER SIGNATURE</b>	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name <u>Kristie G. Tenney</u>
	Title <u>Commission President</u> Date <u>8-12-2021</u>
	Name of Government Entity <u>UPSHUR COUNTY COURTHOUSE</u>
<b>ACCEPTED BY COMPANY</b>	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____



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23 South University Avenue, Morgantown, WV 26508

Phone: (304) 292 – 2568 FAX: (304) 292 - 9836

July, 31, 2021

TO: All Software Systems, Inc. Maintenance Contract Customers

SUBJECT: Changes in Maintenance Contract Amounts

Please find enclosed your new maintenance contract amounts. As a reminder, the level 2 and level 3 amounts are based on your “usage” for the period 7/1/2020 through 6/30/2021. Each month, we include in our billing, a page with a header that says “Maintenance Information”. It also notes that you are not to pay that amount, but it is the value of the services you have received under your maintenance contract. If you total all those pages you’ve gotten over the past year, and divide by 12, you will see that the proposed level 2 and level 3 charges are the same as the numbers you calculate. We do this so that you will recognize what factors influence the price of our support. You are effectively paying this year for services you received last year. We do not just bill a flat fee for our support. We compute different fees based on the amount of help each of our customers require. This is done in an effort to allow you to spread equal payments across the entire year, rather than having ups and downs in the amount due each month, and to be as fair as possible with our support charges.

**Please enter the level of maintenance you want for each system in the column second from the right. Also, then please initial each line. If you do not make an entry in the “2021-2022” column, we will assume you wish to continue the same level as last year.**

Please also note that we have assumed most counties would continue the same level of maintenance this year as last year. The invoice for July 2021 reflects new rates for the same level of maintenance you had last year. If you determine you wish to change the level of maintenance, we will adjust the amount, and make corresponding changes to the charges for services performed in July 2021.

We look forward to bringing you additional program enhancements this year under the Level 1 terms of your maintenance contracts, and as usual are anxious to help you with all your computing needs.

Upshur County Commission  
 Upshur County Courthouse  
 40 W. Main St.  
 Buckhannon WV 26201

Please find below the 2021-2022 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	<u>Select New Level of Maintenance 2021-22 Initials</u>	
Assessor Supplementals	\$58.00	4 + IV12	\$58.00 <u>\$13.00</u> \$71.00	N/A	2	_____	_____
Budget/Payroll	N/A	0 + IV12	N/A <u>\$2.00</u> \$2.00	N/A	2	_____	_____
DMV Processing	\$50.00	0 + IV12	\$50.00 <u>\$2.00</u> \$52.00	N/A	2	_____	_____
Jury Selection and Processing	\$50.00	2 + IV12	\$50.00 <u>\$6.00</u> \$56.00	N/A	2	_____	_____

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

Upshur County Commission  
 Upshur County Courthouse  
 40 W. Main St.  
 Buckhannon WV 26201

Please find below the 2021-2022 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	<u>Select New Level of Maintenance</u>	
						<u>2021-22</u>	<u>Initials</u>
Circuit Court Processing	\$300.00	70 + lv2	\$300.00	N/A	2	_____	_____
			<u>\$199.00</u> \$499.00				
Sheriff's Accounting	\$250.00	6 + lv2	\$250.00	N/A	2	_____	_____
			<u>\$18.00</u> \$268.00				
System/Hardware	N/A	20 + lv2	N/A	N/A	2	_____	_____
			<u>\$67.00</u> \$67.00				
Tax Collection	\$250.00	13 + lv2	\$250.00	\$250.00	3	_____	_____
			<u>\$34.00</u>	\$34.00			
			\$284.00 + lv3	<u>\$81.00</u> \$365.00			

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

Upshur County Commission  
 Upshur County Courthouse  
 40 W. Main St.  
 Buckhannon WV 26201

Please find below the 2021-2022 maintenance charges proposed for your office(s). Level 1 charges are for program updates as per our maintenance contract. Level 2 charges are for telephone support. In the following list, you will find the number of calls we received from your staff, returned to your staff, or had our computer call your computer to evaluate a problem or transfer a program update. We also compute a Level 3 charge based on time spent performing data conversions and other on-site tasks. Some or all of the applications listed below were covered by maintenance contracts last year. We have indicated the level of maintenance you selected last year for each application. Unless we hear from you, we will continue to bill you for the same levels you selected last year, at the new rates. If you wish to make changes in your level of coverage, or have other questions about our maintenance contracts, please give us a call. If you are making changes, or wish to confirm your selections, please indicate the level of maintenance you require, and initial that line on this form. Please return any forms requesting changes in maintenance coverage as soon as possible.

<u>Application</u>	<u>Level 1 Charge</u>	<u>Number of Calls</u>	<u>Level 2 Charge</u>	<u>Level 3 Charge</u>	<u>Last Yr</u>	Select New Level of Maintenance	
						<u>2021-22</u>	<u>Initials</u>
Tax Internet Inquiry	\$100.00	0 + lv2	\$100.00	N/A	2	_____	_____
			<u>\$2.00</u>				
			\$102.00				
Tax On-line Payments	\$75.00	1 + lv2	\$75.00	N/A	2	_____	_____
			<u>\$3.00</u>				
			\$78.00				

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Upshur County Commission  
Notice of Public Auction**

The Upshur County Commission will be auctioning a 2010 Dodge Charger with 122,312 miles; a 2010 Ford F-150 with 112,553 miles; a 2009 Ford Focus with 136,084 miles; a 2004 Ford Explorer with 120,481 miles; various pieces of office furniture including filing cabinets and a 225 KVA Square D Company Transformer. The Commission will be utilizing Public Surplus, the internet based public auction service at [www.publicsurplus.com](http://www.publicsurplus.com), search keywords "Upshur County Commission" or utilize the "Browse auctions within area" feature by selecting "West Virginia" and then "Upshur County Commission". Online bidding will be open from Tuesday, August 17<sup>th</sup> until 4:00 p.m. on Monday, September 13<sup>th</sup>. Onsite viewing available by appointment only, please call Brian Shreves at (304) 642-6508 to make arrangements. Winning bidder must supply all equipment to transfer the purchased items. All sales are final. Full terms and conditions can be found at [www.publicsurplus.com](http://www.publicsurplus.com). Please direct any questions to Tabatha Perry at (304) 472-0535 ext. 2 or [trperry@upshurcounty.org](mailto:trperry@upshurcounty.org).

*Publish 8/17, 8/22*



Community Development Block Grant  
(CDBG)

## Grant Amendment No. 4

West Virginia Development Office  
1900 Kanawha Blvd. East  
Building 6, Room 553  
Charleston, WV 25305

Subrecipient Information	State Accounting Information
Name: Upshur County Commission Courthouse Address: Annex, 91 West Main St., Suite 101, Buckhannon, WV 26201 FEIN: 55-6000406 DUNS: 028608099	Major Program: CDBG Program: CDBGGRANTS Oasis Vendor Number: 17*3858 Oasis Grant Award Number: 212313

### Grant Amendment No. 5 Description

This amendment will modify the project funding structure and extend the period of performance necessary for project completion.

Federal Award Information	Pass-through Award Information
Federal Awarding Agency: Department of Housing and Urban Development (HUD) CFDA Number and Name: 14.228 – Community Development Block Grant R&D Award: No	Pass-through Awarding Agency: Commerce – WV Development Office Subaward Project Number: 16SCBG0008 Period of Performance: 12/13/2016 -- 6/30/2018 Amended Period of Performance: 12/13/2016 – 6/30/2022
PY2017 Funds B17DC540001 FAIN..... 10/19/2017 Federal Award Date..... \$12,228,766.00 Total Federal Funds Available.....	PY2017 Funds – PPC-B17 Funds Obligated by This Action..... \$190,000.00 Total Funds Obligated..... \$497,619.82
PY2016 Funds B16DC540001 FAIN..... 09/19/2016 Federal Award Date..... \$12,520,351.00 Total Federal Funds Available.....	PY2016 Funds – PPC – B16 Funds Obligated by This Action..... \$0.00 Total Funds Obligated..... \$283,434.00
PY2015 Funds B15DC540001 FAIN..... 8/02/2015 Federal Award Date..... \$12,528,038.00 Total Federal Funds Available.....	PY2015 Funds – PPC-B15 Funds Obligated by This Action..... \$0.00 Total Funds Obligated..... \$68,921.35
PY2014 Funds B14DC540001 FAIN..... 8/02/2015 Federal Award Date..... \$12,528,038.00 Total Federal Funds Available.....	PY2014 Funds – PPC-B14 Funds Deobligated by This Action..... \$190,000.00 Total Funds Obligated..... \$248,418.00
PY2013 Funds B13DC540001 FAIN..... \$13,429,610.00 Total Federal Funds Available.....	PY2010-PY2013 Funds – PPC-B98 Funds Obligated by This Action..... \$0.00 Total Funds Obligated..... \$401,606.83
PY2012 Funds B12DC540001 FAIN..... \$13,177,973.00 Total Federal Funds Available.....	Total Federal Funds Committed to Project..... \$1,500,000.00
PY2011 Funds B11DC540001 FAIN..... \$15,383,805.00 Total Federal Funds Available.....	
PY2010 Funds B10DC540001 FAIN..... \$18,358,507.00 Total Federal Funds Available.....	

**Notice of Grant Award**

This funding is provided under Title I of the Housing and Community Development Act of 1974 under regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject the State of West Virginia's CDBG Policies and Procedures Manual and all program guidelines.

**Terms of Acceptance**

By accepting funds under this Agreement, the subrecipient agrees to comply with all terms and conditions in this Agreement; all assurances and certifications made in the Agreement; and all applicable federal statutes, regulations, and guidelines. The subrecipient agrees to administer the funded program in accordance with the Agreement and budget(s), supporting documents, and other representations made in support of the Agreement.

**For the Pass-Through Entity:**

\_\_\_\_\_  
Authorized Signature                      Date

Jennifer Ferrell, Director

Name / Title

304-558-2234

Phone

Jennifer.L.Ferrell@wv.gov

Email

**For the Subrecipient:**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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

August 12, 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 #22**

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 \$12,292.37.
2. **Construction**— Construction contracts #3 and #4 continues with construction, with contract #3 (AJ Burk) being approximately 82% complete and Contract #4 (Chojnacki) being approximately 81% complete. Amount requested is \$0.00.
3. **Administration**— Region VII continues to assist Elkins Road PSD and Upshur County Commission as construction continues. Amount requested is \$44,781.93.
4. **Permits/Fees**- No activity currently. Amount requested is \$0.00.

The total amount of this request is \$57,074.30. 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

<b>Project Name</b>	<b>Elkins Road PSD Phase III Water System Improvements</b>	<b>Project #</b>	<b>16SCBG0008</b>
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<b>Invoice #</b>	<b>173858-22</b>	<b>% of CDBG Funds Expended</b>	<b>86%</b>
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<b>Time Period Covered by this Request:</b>	<b>07/01/2020</b>	<b>To:</b>	<b>08/12/2021</b>
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<b>Amount of CDBG Funds on hand at the time of this Request</b>					<b>\$</b>	<b>-</b>
<b>COST CATEGORIES</b>	<b>APPROVED BUDGET AMOUNT</b>	<b>AMOUNT REQUESTED TO DATE</b>	<b>AMOUNT REQUESTED THIS DRAW</b>	<b>TOTAL AMOUNT REQUESTED</b>	<b>AMOUNT DISBURSED TO DATE</b>	<b>BALANCE</b>
Administration	\$ 77,462.84	\$ 19,433.65	\$ 44,781.93	\$ 64,215.58	\$ 19,433.65	\$ 13,247.26
Admin Direct Costs		\$ 12,654.08	\$ 29,379.34	\$ 42,033.42	\$ 12,654.08	
Admin Indirect Costs		\$ 6,779.57	\$ 15,402.59	\$ 22,182.16	\$ 6,779.57	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 248,694.29	\$ 12,292.37	\$ 260,986.66	\$ 248,694.29	\$ 80,185.34
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,057,423.17	\$ 962,550.90	\$ -	\$ 962,550.90	\$ 962,550.90	\$ 94,872.27
Permits/Fees	\$ 23,941.99	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 21,941.99
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
<b>SUB-TOTAL:</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,232,678.84</b>	<b>\$ 57,074.30</b>	<b>\$ 1,289,753.14</b>	<b>\$ 1,232,678.84</b>	<b>\$ 210,246.86</b>
Less Income				\$ -		
<b>TOTAL:</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,232,678.84</b>	<b>\$ 57,074.30</b>	<b>\$ 1,289,753.14</b>	<b>\$ 1,232,678.84</b>	<b>\$ 210,246.86</b>

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

\_\_\_\_\_  
August 12, 2021

Date

*Copies of Invoices Required*  
*Invoice Summary Forms Required*

v1.12.2021

## CDBG Invoice Summary-Engineering

Period Covered by Request

07/01/20-08/12/21

Vendor		Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group LTD	0019197	Professional Services from April 18, 2021 to May 29, 2021	5/31/2021	\$ 9,958.49
2.	Chapman Technical Group LTD	0019245	Professional Services from May 30, 2021 to June 26, 2021	6/30/2021	\$ 2,333.88
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 12,292.37

# INVOICE

## Elkins Road PSD

JUN 7 8 2021

RECEIVED

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

May 31, 2021

Project No: 0000007006.00

Invoice No: 0019197

Project 0000007006.00 Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from April 18, 2021 to May 29, 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	\$ 9,958.49 - CDBG
Construction Phase	128,300.00	90.00	115,470.00	\$23,236.48 - IJDC
Surveying Services	7,500.00	100.00	7,500.00	\$33,194.97 - Total
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	54.3054	291,619.84	
** Tank Inspection	4,700.00	100.00	4,700.00	
Total Fee	1,181,940.00		906,875.88	
		Previous Fee Billing	873,680.91	

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	0019197
		Current Fee	33,194.97	
		Billing		
		Total Fee		33,194.97
		Total this Invoice		<u>\$33,194.97</u>

## Outstanding Invoices

Number	Date	Balance
0019016	1/31/2021	14,831.18
0019053	2/28/2021	8,343.15
0019095	3/31/2021	4,769.00
0019124	4/30/2021	22,580.31
Total		50,523.64

## Billing Note:

SCBG Eligible (30%) \$9,958.49

\*\* 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](http://www.chaptech.com)

Chapman Technical Group  
Invoice Detail

# INVOICE

INVOICE NO. 19197

INVOICE DETAIL -March 21, 2021 through May 29, 2021

CONSTRUCTION OBSERVATION

Basic Fee:	\$537,000.00	
Charles Cash	213.5 x \$80.00	= \$ 17,080.00
Charles Cash-OT	0.5 x \$120.00	= \$ 60.00
Greg Belcher	8.0 x \$175.00	= \$ 1,400.00
Reimbursable Expenses		= 8,239.97
		<u>\$ 26,779.97</u>

Amount Earned Construction Observation

\$ 291,619.84

Amount Previously Invoiced

264,839.87

Amount Due this Invoice Construction Observation

\$ 26,779.97

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

Elkins Road PSD

**INVOICE** 

JUL 26 2021

RECEIVED

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

June 30, 2021

Project No: 0000007006.00

Invoice No: 0019245

Project 0000007006.00 Elkins Road PSD-Phase III WSI

Re: Elkins Road PSD Phase III WSI

Professional Services from May 30, 2021 to June 26, 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	90.00	115,470.00
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	55.7541	299,399.44
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		914,655.48
		Previous Fee Billing	906,875.88

\$2,333.88 - CDBG

\$5,445.72 - IJDC

\$7,779.60 - Total

PLEASE REMIT TO:  
Chapman Technical Group LTD  
Post Office Box 1355  
St. Albans, WV 25177  
304.727.5501  
304.727.5580 Fax  
www.chaptech.com

# INVOICE



Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019245
		Current Fee Billing	7,779.60	
		Total Fee		7,779.60
		Total this Invoice		<u>\$7,779.60</u>

**Outstanding Invoices**

Number	Date	Balance
0019124	4/30/2021	6,774.09
0019197	5/31/2021	33,194.97
Total		39,969.06

**Billing Note:**

SCBG Eligible (30%) \$2,333.88

\*\* 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

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**INVOICE NO. 18245****INVOICE DETAIL -May 30, 2021 through June 26, 2021.****CONSTRUCTION OBSERVATION**

Basic Fee: \$537,000.00

Charles Cash 69.5 x \$80.00 = \$ 5,560.00

Reimbursable Expenses = 2,219.60\$ 7,779.60

Amount Earned Construction Observation

\$ 299,399.44

Amount Previously Invoiced

291,619.84

Amount Due this Invoice Construction Observation

\$ 7,779.60

## CDBG Invoice Summary-Administration

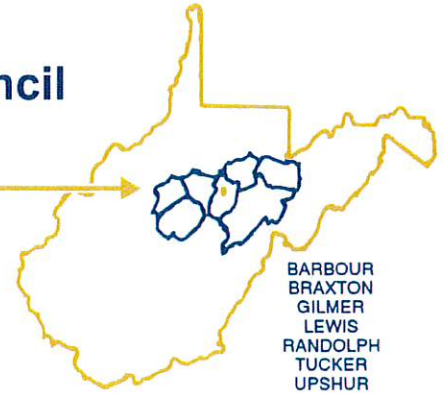
Period Covered by Request:

07/01/20-08/12/21

Vendor		Invoice #	Description	Inv Date	\$
1.	Region VII Planning & Development Council	394-3	Administration Services	6/30/2021	\$ 44,781.93
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ADMINISTRATION TOTAL					\$ 44,781.93

# Region VII Planning and Development Council

P.O. BOX 849 • 21 EAST MAIN STREET • SUITE 102 • BUCKHANNON, WV 26201  
 PHONE: (304) 472-6564 • FAX (304) 472-6590



## INVOICE

TO: UPSHUR COUNTY COMMISSION  
 91 WEST MAIN STREET, SUITE 101  
 BUCKHANNON, WV 26201  
 ELKINS ROAD PSD PHASE III WATER EXTENSION

FROM: REGION VII PLANNING AND DEVELOPMENT COUNCIL  
 PO BOX 849  
 BUCKHANNON, WEST VIRGINIA 26201

SUBJECT: **PROJECT ADMINISTRATION SERVICES INVOICE**  
**INVOICE PERIOD:** 07/01/2020 - 06/30/2021  
**ACCOUNT NO.:** 394-3

Personnel (35.01/hr. @ 616.5 hrs.)	\$21,580.64
Fringe Benefits	\$7,709.81
Travel	\$88.89
Telephone	\$0.00
Advertising	\$0.00
Postage	\$0.00
Indirect Costs	\$15,402.59
<b>Amount Due:</b>	<b>\$44,781.93</b>

  
 \_\_\_\_\_  
 Shane Whitehair  
 Executive Director



**West Virginia Development Office**  
**Community Development Block Grant - CDBG**  
**Request for Payment**  
**Indirect Cost Reimbursement Support Sheet**

Revised 1/25/2019

Grantee:	Upshur County Commission
Project Name:	Elkins Road PSD Phase III Water Extension
Project Number:	16SCBG0008
Amendment #	3
Amendment Date	4/19/2021

Date:	8/12/2021
Indirect Cost Rate (%):	52.4%
Approval Period	07/01/2017--06/30/2022
Cognizant Agency	US Economic Development Administration
Request for Payment #	22

Total Costs Per Current Request for Payment	
Direct Administration Costs	Requested Amount
Personnel and Salaries	\$21,580.64
Fringe Benefits	\$7,709.81
Travel	\$88.89
Telephone	\$0.00
Advertising	\$0.00
Meetings	\$0.00
<b>Total Direct Administration Costs</b>	<b>\$29,379.34</b>
<b>Total Indirect Costs</b>	<b>\$15,402.59</b>
<b>Total Administration Costs =</b>	<b>\$44,781.93</b>

Indirect Cost Calculation Per Approved Indirect Cost Proposal	
Indirect Cost Allocation Base	
Personnel and Salaries	\$21,580.64
Fringe Benefits	\$7,709.81
Travel	\$88.89
Telephone	\$0.00
Advertising	\$0.00
Meetings	\$0.00
<b>Total Allocation Base</b>	<b>\$29,379.34</b>
<b>Indirect Cost Rate</b>	<b>52.4%</b>
<b>Total Indirect Costs =</b>	<b>\$15,402.59</b>

Direct Program Costs	
Construction Services	
Architectural/Engineering	\$12,292.37
Land Acquisition	
Permits/Fees	
(List Other Approved Activity)	
<b>Total Direct Program Costs =</b>	<b>\$12,292.37</b>

<b>Total Request for Payment =</b>	<b>\$57,074.30</b>
------------------------------------	--------------------

**Administrator Signature Approval**

Signature:	<i>Shane Whitehair</i>
Print Name:	Shane Whitehair
Date:	8/12/2021

**WVDO Signature Approval**

Signature:	
Print Name:	
Date:	

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.575

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
8/15/20		-		-	\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
8/3/20	Buckhannon to Upshur County (Construction Labor Interviews)			28	\$ 16.10	\$ -	\$ -	\$ -		\$ 16.10	394
8/10/20	Buckhannon to Weston (Paperwork for WSB Meeting)			32	\$ 18.40	\$ -	\$ -	\$ -		\$ 18.40	337
8/10/20	Buckhannon to Century Volga PSD (Paperwork for CVPSD Meeting)			32	\$ 18.40	\$ -	\$ -	\$ -		\$ 18.40	396
7/22/20	-			-	\$ -	\$ -	\$ -	\$ 45.57	Surface Carry Case	\$ 45.57	999
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				92	\$ 52.90	\$ -	\$ -	\$ 95.57		\$ 148.47	


Employee

Executive Director



Date

Date



Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.575

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
		-		-	\$ -	\$ -	\$ -	\$ -		\$ -	
9/22/20	Buckhannon	to Keating Mill/Ellemore (Labor Interviews)		38	\$ 21.85	\$ -	\$ -	\$ -		\$ 21.85	394
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				38	\$ 21.85	\$ -	\$ -	\$ -		\$ 21.85	

Cary A Smith  
Employee

Shane Wilbur  
Executive Director

Date

9/29/30  
Date

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.575

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
11/1/20		-	-		\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
11/4/20	Buckhannon to Elkins Road PSD (Board Meeting)			18	\$ 10.35	\$ -	\$ -	\$ -		\$ 10.35	394
10/30/20	Buckhannon to Lewis County/Jane Lew (Paperwork Pick-up)			50	\$ 28.75	\$ -	\$ -	\$ -		\$ 28.75	337
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				68	\$ 39.10	\$ -	\$ -	\$ 50.00		\$ 89.10	

Cary Smith  
Employee

11/10/2020  
Date

Shane W. White  
Executive Director

11/10/20  
Date

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.575

Date	From	Travel		Return	Mileage	Amount	Hotel	Meals	Other	Describe	Total	Grant
		To								Other		
12/1/20		-		-		\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
12/8/20	Buckhannon	to Elkins Road PSD (Board Meeting)			18	\$ 10.35	\$ -	\$ -	\$ -		\$ 10.35	394
						\$ -	\$ -	\$ -	\$ -		\$ -	
						\$ -	\$ -	\$ -	\$ -		\$ -	
						\$ -	\$ -	\$ -	\$ -		\$ -	
						\$ -	\$ -	\$ -	\$ -		\$ -	
						\$ -	\$ -	\$ -	\$ -		\$ -	
						\$ -	\$ -	\$ -	\$ -		\$ -	
					18	\$ 10.35	\$ -	\$ -	\$ 50.00		\$ 60.35	

Cary A Smith  
Employee

12/11/2020  
Date

Shane W. White  
Executive Director

12/14/20  
Date

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.56

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
1/1/21		-		-	\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
1/5/21	Buckhannon	to Elkins Road PSD (Board Meeting)		18	\$ 10.08	\$ -	\$ -	\$ -		\$ 10.08	394
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				18	\$ 10.08	\$ -	\$ -	\$ 50.00		\$ 60.08	

Cary A Smith  
Employee

01/15/2021  
Date

Sharon W. Ruff  
Executive Director

1/15/21  
Date

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.56

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
4/1/21		-	-		\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
4/6/21	Buckhannon to Elkins Road PSD (Board Meeting)			18	\$ 10.08	\$ -	\$ -	\$ -		\$ 10.08	394
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				18	\$ 10.08	\$ -	\$ -	\$ 50.00		\$ 60.08	

*Cary A Smith*

Employee

*Shawn W. Smith*

Executive Director

04/12/2021

Date

*4/12/21*

Date

Region VII Planning & Development Council  
Travel Expense Account

Employee Cary Smith

Position Project Manager

Mailing Address 1852 Mud Lick Road  
Buckhannon, WV 26201

0.56

Date	From	Travel To	Return	Mileage	Amount	Hotel	Meals	Other	Describe Other	Total	Grant
6/1/21		-	-		\$ -	\$ -	\$ -	\$ 50.00	AT&T Fee	\$ 50.00	999
5/17/21	Buckhannon to Elkins, Elkins Sanitary Board Meeting (424)			50	\$ 28.00	\$ -	\$ -	\$ -		\$ 28.00	424
5/27/21	Buckhannon to Belington, Belington Sewer Board Meeting (702)			50	\$ 28.00	\$ -	\$ -	\$ -		\$ 28.00	702
6/1/21	Buckhannon to Elkins Road PSD (394)			18	\$ 10.08	\$ -	\$ -	\$ -		\$ 10.08	394
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
					\$ -	\$ -	\$ -	\$ -		\$ -	
				118	\$ 66.08	\$ -	\$ -	\$ 50.00		\$ 116.08	

Cary A Smith  
Employee

Sharon White  
Executive Director

6/9/2021  
Date

6/9/21  
Date

**ELKINS ROAD PUBLIC SERVICE DISTRICT  
2016W-1632  
16SCBG0008  
Request #14**

**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:

<b>VENDOR</b>	<b>SCBG</b>	<b>IJDC Loan</b>	<b>TOTAL</b>
Chapman Technical Group, LLC	\$ 12,292.37	\$ 28,682.20	\$ 40,974.57
Region VII Planning & Development Council	\$ 44,781.93	\$ -	\$ 44,781.93
Griffith & Associates, PLLC.	\$ -	\$ 459.00	\$ 459.00
Chojnacki Construction, Inc.	\$ -	\$ 128,703.42	\$ 128,703.42
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 57,074.30	\$ 157,844.62	\$ 214,918.92

**ADOPTED BY the Elkins Road Public Service District**, at a meeting held on the 10th day of August, 2021.

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

Its: Chairman

Elkins Rd PSD  
 IJDC No. 2016W-1632  
 Expenditure Report #14

8/10/2021

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-#7)	460,350.00	8,530.63	468,880.63	457,158.61	0.00	457,158.61	11,722.02
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	130,916.83	1,248,656.83	1,045,492.78	0.00	1,045,492.78	203,164.05
Contract 4 Line Ext (Chojnacki)	1,384,581.65	14,920.35	1,399,502.00	791,619.88	128,703.42	920,323.30	479,178.70
Contingency	219,549.00	(49,428.30)	170,120.70	0.00	0.00	0.00	170,120.70
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	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	133,899.99	0.00	133,899.99	2,100.01
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	76,338.50	4,490.50	80,829.00	12,481.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	(63,866.00)	375,945.00	185,387.89	24,191.70	209,579.59	166,365.41
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	27,220.39	459.00	27,679.39	12,320.61
Administrative (Region VII)	80,566.35	(58,029.19)	22,537.16	22,537.16	0.00	22,537.16	0.00
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	(23,941.99)	46,098.01	46,098.01	0.00	46,098.01	0.00
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	3,554,823.61	157,844.62	3,712,668.23	1,287,331.77

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	(130,916.83)	389,600.17	302,471.00	0.00	302,471.00	87,129.17
Contract 4 Line Ext (Chojnacki)	682,788.35	(14,920.35)	667,868.00	660,079.90	0.00	660,079.90	7,788.10
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	32,716.50	1,924.50	34,641.00	3,849.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	97,189.00	63,866.00	161,055.00	79,451.98	10,367.87	89,819.85	71,235.15
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	58,029.19	77,462.84	19,433.65	44,781.93	64,215.58	13,247.26
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	23,941.99	23,941.99	2,000.00	0.00	2,000.00	21,941.99
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	1,232,678.84	57,074.30	1,289,753.14	210,246.86

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	8,530.63	468,880.63	457,158.61	0.00	457,158.61	11,722.02
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	1,347,963.78	0.00	1,347,963.78	290,293.22
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	1,451,699.78	128,703.42	1,580,403.20	486,966.80
Contingency	219,549.00	(49,428.30)	170,120.70	0.00	0.00	0.00	170,120.70
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	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	133,899.99	0.00	133,899.99	2,100.01
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	109,055.00	6,415.00	115,470.00	16,330.00
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	264,839.87	34,559.57	299,399.44	237,600.56
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	27,220.39	459.00	27,679.39	12,320.61
Administrative (Region VII)	100,000.00	0.00	100,000.00	41,970.81	44,781.93	86,752.74	13,247.26
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	48,098.01	0.00	48,098.01	21,941.99
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	4,787,502.45	214,918.92	5,002,421.37	1,497,578.63



Office of the State Auditor  
 Chief Inspector Division  
 State Capitol, Building 1, Suite W-100  
 1900 Kanawha Boulevard, East  
 Charleston, West Virginia 25305

*State of West Virginia*

**John B. McCuskey**

**State Auditor and  
 Chief Inspector**

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**REVISED**      July 21, 2021

Ms. Kristie G. Tenney, President  
 Upshur County Commission  
 38 W. Main Street  
 Buckhannon, WV 26201

We are pleased to confirm our understanding of the services we are to provide the Upshur County Commission for the fiscal year ended June 30, 2020. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Upshur County Commission's basic financial statements as of and for the fiscal year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Upshur County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Upshur County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. Schedule of funding progress - OPEB (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Upshur County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Rate covenant compliance (if applicable).
3. Combining statements and supporting schedules (if applicable).

Upshur County Commission  
 July 21, 2021  
 Page Two

## **Auditor Responsibilities**

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the Upshur County Commission. We will make reference to Ferrari and Associates, PLLC's audit of the Upshur County Development Authority and Upshur County Fire Board and a yet to be determined CPA's audit of the Buckhannon-Upshur County Airport Authority in our report on your financial statements. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Farmland Protection Board, the Upshur County Youth Camp and the Upshur County Building Commission to enable us to express such an opinion. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Building Commission to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Upshur County Commission's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Upshur County Commission's major programs. The purpose of these procedures will be to express an opinion on the Upshur County Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

If necessary, we may also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Upshur County Commission in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. If performed, these nonaudit services would not constitute an audit under *Government Auditing Standards* and such services would not be conducted in accordance with *Government Auditing Standards*. We would perform the services in accordance with applicable professional standards. The other services would be limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for: (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (a) management, (b) employees who have significant roles in internal control and, (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 19, 2021.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Upshur County Commission  
July 21, 2021  
Page Six

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we may provide. If nonaudit services are provided, you will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services that may be provided by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Upshur County Commission. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office

Upshur County Commission  
July 21, 2021  
Page Seven

for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our most recent external peer review report is available at our website (<http://www.wvsao.gov/ChiefInspector/AdvisoryMemos.aspx>) or can be obtained by contacting our office.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our auditors, Ashely Taylor and Thomas Dodd, have been assigned to conduct your audit and expect to begin the engagement on approximately July 19, 2021. To enable the auditors to work more efficiently, we would appreciate it if you would provide them with suitable office space that is quiet and has access to a telephone and the internet. Our fee for these services will be \$36,650 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

We appreciate the opportunity to be of service to the Upshur County Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and provide it to the auditor. If the auditor is not available, please return it to us to the attention of Jackie Austin.

Very truly yours,



Jonathan Vickers, CICA  
Assistant Director  
Chief Inspector Division  
Office of the State Auditor

**RESPONSE:**

This letter correctly sets forth the understanding of the Upshur County Commission.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

No.101

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INTEROFFICE MEMORANDUM

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TO: Upshur County Commission

FROM: Tabatha Perry, Assistant County Administrator *TRP*

SUBJECT: EETAB

DATE: August 8, 2021

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Commissioners,

There is currently a Fire Service representative seat vacant on the Upshur County Enhanced Emergency Telephone Advisory Board previously held by Tom Bennett. This is a three-year term set to expire on June 30, 2024. Brian Elmore has expressed an interest in serving on the Board. The attached e-mail correspondence may be used for verification of his interest.

From: "KG" <kgtenney@upshurcounty.org>  
To: trperry@upshurcounty.org  
Subject: Fwd: E-Tab  
Date: 7/29/2021 3:47:50 PM

----- Original Message -----

From: "Brian Elmore" <belmore1153@gmail.com>  
Sent: 7/29/2021 3:38:32 PM  
To: kgtenney@upshurcounty.org  
Subject: E-Tab

I was asked if I would be interested in being a member of the E-Tab board. I appreciate the offer and am willing to be on the board to help out in anyway possible. Please let me know if you need anything else.

Sent from my iPhone</belmore1153@gmail.com>

# Public Service Commission of West Virginia

Contact: Susan Small, 304-340-0820, [ssmall@psc.state.wv.us](mailto:ssmall@psc.state.wv.us)



For Immediate Release

August 5, 2021

## PSC to Hold Public Comment Hearings on Suddenlink

CHARLESTON, WV – The Public Service Commission is holding three public comment hearings to give customers the opportunity to express their concerns with Suddenlink's quality of service. Interested members of the public are welcome to attend. The hearings will be held in person:

- Monday, August 23, 2021 at 5:00 p.m. in the Ceremonial Courtroom at the Raleigh County Courthouse, 215 Main Street, Beckley
- Tuesday, August 24 at 10:30 a.m. and at 6:00 p.m. in the Commission's main hearing room at [201 Brooks Street, Charleston, WV 25301](#)

Those who want to make their thoughts known to the Commission but choose not to participate in a public comment hearing may send a letter to the Commission at [201 Brooks Street, Charleston, WV 25301](#) or they can submit a comment on the Commission's website.

"The Commission has received thousands of complaints from Suddenlink customers about the unacceptable level of service provided by the Company," said Public Service Commission Chairman Charlotte Lane. "Listening to citizens' input is a critical part of how the Commission decides cases. We provide several ways for customers to comment on the cases in front of us and actively encourage customers to be part of the process."

Intervenors in the case include the Commission's Consumer Advocate Division; the Cities of Beckley, Charleston and Elkins; and the Kanawha County Commission.

Those attending the hearings will be required to wear a mask.

More information, including documents filed in this case and the full procedural schedule, may be found on the Commission website: [www.psc.state.wv.us](http://www.psc.state.wv.us) by referencing Case No. 21-0515-CTV-SC-GI.

###

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 AVAILABILITY OF THE  
DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT FOR THE  
PROPOSED  
**ATLANTIC COAST PIPELINE RESTORATION PROJECT**  
AND  
**SUPPLY HEADER RESTORATION PROJECT**

(July 23, 2021)

The staff of the Federal Energy Regulatory Commission (FERC or Commission) has prepared a draft supplemental environmental impact statement (EIS) for the Atlantic Coast Pipeline, LLC's (Atlantic) Atlantic Coast Pipeline Restoration Project, and Eastern Gas Transmission and Storage, Inc.'s (EGTS) Supply Header Restoration Project (Restoration Projects), in the above-referenced dockets. Atlantic and EGTS request authorization to implement the Restoration Projects in order to stabilize lands affected by previous construction efforts for the Atlantic Coast Pipeline and Supply Header Project, respectively, and to facilitate cessation of all project-related activities. Implementation of the plans is proposed because Atlantic and EGTS have cancelled their respective projects and do not intend to complete them.

The draft supplemental EIS assesses the potential impacts that would result from the Restoration Projects, in accordance with the requirements of the National Environmental Policy Act (NEPA).<sup>1</sup> The FERC staff concludes that the proposed actions, with the additional mitigation measures recommended in the supplemental EIS, would continue to avoid or reduce impacts to less than significant levels with the exception of climate change impacts, which FERC staff is unable to determine significance.

The U.S. Department of Agriculture's Forest Service and the U.S. Department of the Interior's Fish and Wildlife Service participated as cooperating agencies in the preparation of the draft supplemental EIS. Cooperating agencies have jurisdiction by law or special expertise with respect to resources potentially affected by the proposal and participate in the NEPA analysis.

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<sup>1</sup> The construction and operation impacts of the then-proposed Atlantic Coast Pipeline and Supply Header Project were evaluated in a final EIS, which was issued by the Commission on July 21, 2017, in Docket Nos. CP15-554-00, CP15-554-001; and CP15-555-000.

The draft supplemental EIS addresses the potential environmental effects of the following activities:

- Atlantic proposes to leave all installed pipeline in place (approximately 31.4 miles of the pipeline right-of-way), restore lands that were cleared and graded (approximately 82.7 miles of the pipeline right-of-way), and leave felled trees in place in areas where trees have not yet been cleared (approximately 25.2 miles of the pipeline right-of-way). For aboveground facilities, Atlantic proposes to restore the sites and manage the disposition of the materials and land through an investment recovery process. Workspace for these activities would occur in West Virginia, Virginia, and North Carolina.
- EGTS proposes to leave all installed pipeline in place (approximately 11.7 miles), leave approximately 0.13 mile of felled trees in place, and complete final restoration of approximately 9 miles of the pipeline right-of-way that EGTS previously cleared and/or graded. EGTS proposes to stabilize all aboveground facility sites and prepare assets for long term preservation. Workspace for these activities would occur in Pennsylvania and West Virginia.

The Commission mailed a copy of the *Notice of Availability***Error! Bookmark not defined.** for the draft supplemental EIS to federal, state, and local government representatives and agencies; elected officials; environmental and public interest groups; Native American tribes; potentially affected landowners and other interested individuals and groups; and newspapers and libraries in the project area. The draft supplemental EIS is only available in electronic format. It may be viewed and downloaded from the FERC's website ([www.ferc.gov](http://www.ferc.gov)), on the Environmental Documents page (<https://www.ferc.gov/industries-data/natural-gas/environment/environmental-documents>). In addition, the final supplemental EIS may be accessed by using the eLibrary link on the FERC's website. Click on the eLibrary link (<https://elibrary.ferc.gov/eLibrary/search>), click on General Search, and enter the docket number in the "Docket Number" field, (i.e., CP15-554 or CP15-555). Be sure you have selected an appropriate date range. For assistance, please contact FERC Online Support at <mailto:FercOnlineSupport@ferc.gov> or toll free at (866) 208-3676, or for TTY, contact (202) 502-8659.

The draft EIS is not a decision document. It presents Commission staff's independent analysis of the environmental issues for the Commission to consider when addressing the merits of all issues in this proceeding. Any person wishing to comment on the draft supplemental EIS may do so. Your comments should focus on the EIS's disclosure and discussion of potential environmental effects, reasonable alternatives, and measures to avoid or lessen environmental impacts. To ensure consideration of your comments on the proposal in the final supplemental EIS, it is important that the Commission receive your comments on or before 5:00 pm Eastern Time on **September 13, 2021**.

For your convenience, there are three methods you can use to submit your comments to the Commission. The Commission encourages electronic filing of comments and has staff available to assist you at (866) 208-3676 or [FercOnlineSupport@ferc.gov](mailto:FercOnlineSupport@ferc.gov). Please carefully follow these instructions so that your comments are properly recorded.

- 1) You can file your comments electronically using the eComment feature on the Commission's website ([www.ferc.gov](http://www.ferc.gov)) under the link to FERC Online. This is an easy method for submitting brief, text-only comments on a project;
- 2) You can file your comments electronically by using the eFiling feature on the Commission's website ([www.ferc.gov](http://www.ferc.gov)) under the link to FERC Online. With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "eRegister." If you are filing a comment on a particular project, please select "Comment on a Filing" as the filing type; or
- 3) You can file a paper copy of your comments by mailing them to the Commission. Your written comments must reference the Project docket number **CP15-554-009 and/or CP15-555-007**. Submissions sent via the U.S. Postal Service must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, Maryland 20852.

Any person seeking to become a party to the proceeding must file a motion to intervene pursuant to Rule 214 of the Commission's Rules of Practice and Procedures (18 CFR Part 385.214). Motions to intervene are more fully described at <https://www.ferc.gov/ferc-online/ferc-online/how-guides>. Only intervenors have the right to seek rehearing or judicial review of the Commission's decision. The Commission grants affected landowners and others with environmental concerns intervenor status upon showing good cause by stating that they have a clear and direct interest in this proceeding which no other party can adequately represent. **Simply filing environmental comments will not give you intervenor status, but you do not need intervenor status to have your comments considered.**

### Questions?

Additional information about the proposals is available from the Commission's Office of External Affairs, at (866) 208-FERC, or on the FERC website ([www.ferc.gov](http://www.ferc.gov))

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

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using the eLibrary link. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

In addition, the Commission offers a free service called eSubscription that allows you to keep track of all formal issuances and submittals in specific dockets. 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>.

Debbie-Anne A. Reese,  
Deputy Secretary.

## Application Approved and Awarded

Dear Tabatha Perry ,

Congratulations, We are very pleased to announce that your grant application to the Weyerhaeuser Giving Fund has been approved in the amount of \$10,000.00 USD

This grant award is for program support as outlined in your grant application request.

Please keep your (Application ID# 401821 ) for your records.

We would like to acknowledge the efforts of your local giving fund advisory committee whose recommendations were instrumental in securing this grant.

We should expect payment of a check in approximately 7-10 business days. Please alert your accounting staff.

We appreciate your review of our **GRANT USE TERMS AND CONDITIONS** (below).

In the meantime you have our best wishes for continued success and we look forward to hearing about your accomplishments during the year.

We applaud the work that you are doing for our community and the services you provide. It is indeed a pleasure to be among your current supporters.

Sincerely,  
Weyerhaeuser Giving Fund

**\*\*Please do not respond to this email. If you have questions please contact us at [givingfund@weyerhaeuser.com](mailto:givingfund@weyerhaeuser.com) \*\***

### **GRANT USE TERMS AND CONDITIONS**

We are delighted to give your organization this one-time charitable gift from the Weyerhaeuser Giving Fund.

Generating publicity about your grant is a perfect way to let the public know more **about your organization and the good things you are doing to make your community** a better place to live and work. Identifying Weyerhaeuser as one of your supporters can enhance your efforts.

**We consider the deposit of our grant as your acceptance of our support and its terms and conditions, which are as follows:**

1. Use Weyerhaeuser Giving Fund contributions specifically for the purpose(s) stated in our grant letter to you. Any changes you wish to make in the use of these funds must be approved by us in advance.
2. Unless your grant is earmarked as "unrestricted support," the funds cannot be used for general administrative costs, the provision of facilities or other types of expenses normally classified as "overhead" or "indirect costs."
3. Our funds should not be used to influence legislation. If the project we are supporting includes a budget for lobbying purposes, please contact us before depositing our check.
4. This contribution is strictly charitable, and as such no goods or services are to be provided to Weyerhaeuser or its employees as a result of this grant (i.e. tickets, tables, preferential seating at events).
5. Organizations receiving grants from the Weyerhaeuser Giving Fund must practice equal employment opportunity.
6. Although not required, we would appreciate receiving copies of any press releases or news clips regarding this grant.
7. Please let us know what was accomplished with our funds. A letter reporting outcomes that were accomplished when the project is finished or the grant is expended will be sufficient and appreciated.

Thank you for observing these terms and conditions. We wish you success and look forward to receiving news about how your work is progressing.

You can contact us direct at [givingfund@weyerhaeuser.com](mailto:givingfund@weyerhaeuser.com)

[Go to GrantsConnect](#)

GrantsConnect || Powered by: YourCause || Email Template: GC-50

6111 West Plano Parkway, Suite 1000, Plano, Texas, 75093

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TOTAL	TOTAL	TOTAL
\$302,700.00	\$225.00	\$225.00

***UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS  
JULY 16, 2021 - JULY 31, 2021***

[illegible]

TOTAL	TOTAL	TOTAL
\$837,525.00	\$150.00	\$525.00

GRAND PROJECT TOTAL	GRAND BP TOTAL	GRAND FP TOTAL
\$1,140,225.00	\$375.00	\$750.00

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

***Buckhannon-Upshur Airport Authority-W22 Upshur Regional Airport Terminal Building as well as Virtually via Telephony or ZOOM <sup>1</sup>***

***Monday, August 9, 2021 at 4:00 pm***

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- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
  - President's Report – Tom O'Neill
    - Approval of KCI lease-Hangar B4
    - FY 2021 ACIP discussion
  - Treasurer's Report – Phil Loftis, Treasurer
    - Approval to renew the Airport Liability Policy with Mountain Lakes Insurance
  - Secretary's Report – Brian Huffman, Secretary
    - FAA 5010 Form
  - Engineering Reports – Chapman Technical
  - Operations – Jamie Wilt, Jennifer Powers
    - Update fuel prices Jet-A and Avgas
    - USDA arriving the end of August
    - Approval of overtime pay for Derek Smith during USDA flights (weekend)
    - 100LL inventory is getting low. Discussion about how much to purchase
    - Update on status of audits/financial statement
- 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:
- 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@fllw22.com](mailto:treasurer@fllw22.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.

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

In compliance with West Virginia's Public Meeting Law, the 26<sup>th</sup> Judicial Circuit Community Corrections Program special board meeting will be held August 9, 2021 at 6:00pm at the Lewis County Day Report Center in Lewis County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

## **COMMUNITY CORRECTIONS**

### **Board Meeting Agenda**

**August 9, 2021**

**Lewis County Day Report Center 6:00 P.M.**

#### **I. Handouts**

- Sign in sheets
- Agenda, Previous Meeting Minutes
- Budget report

#### **II. New Business**

- 1) Batterer's Intervention Prevention Class Update
  - Upshur/Lewis- 0 referrals still no facilitator or training class
- 2) Home Confinement Update- Lewis-16 Upshur-20
- 3) Community Corrections Update
  - Referrals received since July 1, 2020 Upshur-53 Lewis-56 Total- 109
  - Request to advertise/hire counselor/case manager

#### **III. Next Meeting**

- **October 18, 2021 at the Upshur County Day Report Center at 6:00 P.M.**

**Notice of Meeting**  
Buckhannon-Upshur Parks and Recreation Advisory Board

\*\*\*\*\*

Date: August 9, 2021

Time: 5:30 PM

Location: BU Recreational Park Pavilion

Agenda

1. Approval of Minutes from July meeting
2. Amphitheater update
3. Disc Golf Update/tournament ideas
4. Trail update
5. Financial Report
6. Added playground equipment/park amenities to place on a flyer for potential donations
7. Public Comment

Adjournment

Next Meeting: 5:30 PM, September 13, 2021

# ELKINS ROAD PUBLIC SERVICE DISTRICT

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## Agenda

<b>Meeting</b>	<i>Regular Monthly Meeting</i>	<b>Start Time</b>	<i>5:00 PM</i>
<b>Date</b>	<i>Tuesday, August 10, 2021</i>	<b>Place</b>	<i>P.S.D. Office 133 Fallen Road, Buckhannon</i>

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Meeting Called to Order by Chairperson	5:00 PM
Pledge of Allegiance	
Roll Call Introduce Board of Directors	
Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-David Burr	
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;	
System Operator-David Wamsley	
Recognize Current Customers	
Approval of Minutes - July 6, 2021 Regular Monthly Meetings	<b>Vote</b>
Treasurer Report/Payment of Bills for August/bal of July Invoices	<b>Vote</b>

### ITEMS FOR DISCUSSION

<b>Division of Highways</b>	<b>Vote</b>
Review paperwork/map for new Red Light Signals	
For Kesling Mill and Childers Run on US33	

<b>Phase III Extension Project Update</b>	<b>Vote</b>
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	

<b>Maintenance Report</b>	
Leak Detection	
Report for PSC	

<b>Personnel</b>	
Employee Reviews	

**Date & Time of September 2021 Meeting - Tuesday, September 7, 2021 @ 5:00 pm**

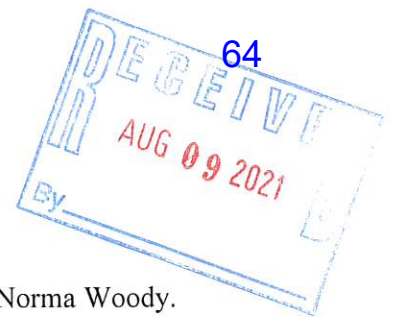
<b>Adjournment</b>	<b>Vote</b>
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**Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you.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

**Adrian Public Service District**

July 1, 2021

Monthly Board Meeting



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

All motions were unanimous unless otherwise noted.

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

Minutes of the June 3<sup>rd</sup> meeting were read. Carolyn made the motion to approve the minutes and Kelly second.

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

**Old Business**

- Phase VIII/Pickens extension proceeding forward.
- Sanitary Survey completed.

**New Business**

- None

**Items for Discussion/Action/Approval**

- The City of Buckhannon adopted ORDINANCE NO. 451 ESTABLISHING NEW WATER RATES AND CHARGES FOR WATER DISTRIBUTION SERVICES PROVIDED BY THE WATER BOARD OF THE CITY OF BUCKHANNON. The new rate increase will go into effect August 1, 2021.
- Lindsey Woody submitted RULE 30B APPLICATION TO PASS THROUGH INCREASED RATES to the Public Service Commission. The commission responded with recommendation to enter an order approving the staff recommended rates identified on an interim basis subject to refund and ordering the rates in effect no earlier than August 1, 2021.
- Board evaluated employees for their yearly compensation review. The Board approved a 50 cent raise for Eric Brunn, Miranda Simmons, Ed Tenney, Lindsey Woody and Norma Woody.

**Maintenance Report**

- Pump at Arlington Booster Station burnt up. (17 years old) Replaced with new pump.
- Completed state inspection on all ten tanks and booster stations, as well as chlorine pumps.
- Carter Booster Station main breaker at pole replaced, after First Energy turned power off and back on.
- Reconfigured 3" main line leak at Carter Booster Station.
- Identified leaks at newly refurbished Rock Cave Tank and Grand Camp Tank. Mid Atlantic assessed with future date for repairs. Temporary plugs in use currently.
- Installed three new services.
- Repaired Watersalesman and raised above ground.

**Office Report**


- Emergence Response Plan/Vulnerability Self-Assessment completed.


**Adjournment**

The meeting adjourned at 4:00 pm. Next regular meeting will be August 5, 2021 at 3:00 pm

Board of Directors

  
Paul Spencer, Chairman

  
Carolyn Douglas, Vice Chairman

  
Kelly Arnold, Sec., Treas.