

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535

- 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: April 7, 2022
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:
- March 24, 2022\*
  - April 1, 2022 – Special Meeting\*
- 9:15 a.m. Dirk Burnside on behalf of the Enhanced Emergency Telephone Advisory Board (EETAB) -- Request to add Carrie Wallace as a voting member to the Board. \*
- 9:30 a.m. Jennifer Bostian: UCDA Executive Director—Discuss the Leadership Upshur development program, request formal support from the County, use of the county’s logo on marketing materials and sponsorship. \* Pages 5-7
- 9:45 a.m. Addie Helmick on behalf of Women’s Aid in Crisis – Presentation of Sexual Assault Awareness Month Proclamation Page 8
- 9:50 a.m. Lori Ulderich Harvey, Upshur County Family Resource Network Director and team leader for Upshur County Partners in Prevention -- Requesting for the Month of April 2022 to be proclaimed as Child Abuse Prevention and Awareness Month. \* (recess for flag) Page 9
- 10:15 a.m. Trecie Coleman, Region 6 Youth Ready - Approval and Signature of On the Job "OTJ" Agreement for the LUACF. Placement will work up to 1039 hours as a full-time temporary employee with Region 6 reimbursing 75% of the expense. \*
- 11:00 a.m. Public Meeting – Assign a name to a private right-of-way per the requirements of the 911 Addressing and Mapping Ordinance adopted on September 18, 2003. \* Pages 10-12
- 11:15 am Consider the resignation of Carrie L. Wallace, County Administrator, effective May 2, 2022\* and discuss the employment of her successor. \*
- Item may lead to Executive Session per WV Code §6-9A-4*
- \*Employees name is listed on the agenda per her request [Under Separate Cover](#)
- 11:45 a.m. Discuss potential property acquisition  
*Item may lead to Executive Session per WV Code §6-9A-4*

Items for Discussion / Action / Approval:

1. Consideration, approval and signature of Statement of Interest in Multi-Hazard Mitigation Planning for Region VII Planning and Development Council. \* [Page 13](#)
2. 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 reallocate funding to a different line item in order to cover the Council's cost overrun due to the project taking longer to complete than originally anticipated. \* [Pages 14-19](#)
3. Review and signature of a 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 \$7,788.10. This is for Request for Funds #29. \* [Pages 20-27](#)
4. Approval and signature of a letter of support for the Upshur County Regional Airport proposed expansion project. \* [Page 28](#)
5. Approval and signature of correspondence to the WV Courthouse Facilities Improvement Authority requesting permission to utilize remaining funds from the former jail facility roof replacement project to complete Phase III of the project which consists of rehabilitating the front arcaded brick porch. \* [Page 29](#)
6. Review and signature of Renewal Agreement between the Upshur County Commission and Stanton Lawn Service for grounds keeping services for the 2022 season. Per the renewal clause, Owner and Contractor agree all terms set forth in the Agreement dated February 24, 2020 are in full force and effect for another one-year period effective April 7, 2022 and continuing through September 30, 2022. Owner shall pay the Contractor, upon completion of all work, no more than the sum of \$17,360, which includes one additional area at the B-U Recreational Park added last season. \* [Pages 30-31](#)
7. Consideration and approval of Electronic Pollbook Sales Order Agreement Sales Quotation #: S1142 between ESS and the Upshur County Commission in the amount of \$13,165.00\* [Pages 32-38](#)
8. Approval and signature of the Employer Renewal Verification Checklist by and between the Upshur County Commission and PayFlex Systems USA, Inc. Changes are being made to the contact information, HRA run-out period and rollover provisions. \* [Pages 39-47](#)
9. Discussion and approval of job description for the part-time Deputy Director of Emergency Management, Upshur County Office of Emergency Management. \* [Pages 48-51](#)
10. Consider Resignation of Employee \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)*  
[Under separate cover](#)
11. Consider Resignation of Employee \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)*  
[Under separate cover](#)
12. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility

Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

**For Your Information:**

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

1. Correspondence from Michael V. Coleman, Director, State of West Virginia Department of Homeland Security, Division of Administrative Services relating to jail per diem rates. HB4497 relating to WV State Code 15A-3-16(g) passed and subsequently approved by the Governor on March 28, 2022 extended the statutory per diem cap of \$48.25 paid by counties and municipalities to incarcerate inmates in regional jails, through July 1, 2023. [Page 52](#)
2. Tri-County Child Exchange & Visitation Program is accepting applications for part-time Site Supervisor & Monitor positions. [Page 53](#)
3. Toshiba MFP Maintenance/Lease Agreement between Hart Office Solutions and the Upshur County Clerk for a new copier installed on March 18, 2022. This lease will be in the amount of \$9,685.62 and will be billed monthly at \$153.74. All service and supplies will be billed monthly based on use. \* [Pages 54-58](#)
4. Upshur County Building and Floodplain Permits for the month of March, 2022 [Pages 59-60](#)
5. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - Free Paper Shred Event  
Sponsored by the Upshur County Solid Waste Authority April 23, 2022 [Page 61](#)
    - Disc Golf Tournament May 28, 2022 [Page 62](#)
  - b) Agendas and/or Notice of Meetings:
    - James W. Curry Library/Park Advisory Board March 23, 2022 [Page 63](#)
    - Elkins Road PSD April 5, 2022 [Page 64](#)
    - Buckhannon Historic Landmarks Commission\*Special Meeting April 5, 2022 [Pages 65-66](#)
    - SUBA Meeting April 6, 2022 [Page 67](#)
    - City Council of Buckhannon April 7, 2022 [Page 68](#)

Meeting Minutes:

*\*None*

- c) Meetings:
  - 04/05/22 5:00 p.m. Elkins Road PSD
  - 04/07/22 7:00 p.m. Banks District VFD
  - 04/07/22 7:00 p.m. City Council of Buckhannon
  - 04/07/22 7:00 p.m. Selbyville VFD
  - 04/07/22 6:00 p.m. Buckhannon-Upshur Board of Health
  - 04/07/22 3:00 p.m. Adrian PSD
  - 04/11/22 6:00 p.m. Lewis-Upshur Community Corrections Board – Upshur Co
  - 04/12/22 4:00 p.m. Hodgesville PSD
  - 04/12/22 7:30 p.m. Adrian VFD

- 04/12/22 7:00 a.m. Upshur County Development Authority – Full Board
- 04/12/22 12:00 p.m. Upshur County Senior Center Board
- 04/12/22 7:00 p.m. Warren District VFD
- 04/13/22 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 04/13/22 3:00 p.m. Tennerton PSD
- 04/13/22 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 04/13/22 7:00 p.m. Ellamore VFD
- 04/13/22 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 04/14/22 7:00 a.m. Upshur County Development Authority \*Executive Board
- 04/14/22 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 04/14/22 7:30 p.m. Buckhannon VFD
- 04/10/22 6:00 p.m. Washington District VFD
- 04/11/22 12:00 p.m. Upshur County Family Resource Network
- 04/11/22 4:30 p.m. Upshur County Solid Waste Authority
- 04/11/22 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 04/11/22 4:00 p.m. Buckhannon Upshur Airport Authority
- 04/19/22 6:30 p.m. Upshur County Fire Board, Inc.
- 04/20/22 4:00 p.m. Upshur County Public Library Board
- 04/20/22 12:00 p.m. Lewis Upshur LEPC – Upshur Co.
- 04/21/22 6:30 p.m. Upshur County Youth Camp Board
- 04/21/22 5:00 p.m. Upshur County Farmland Protection Board
- 04/26/22 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 04/26/22 3:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 04/27/22 7:00 p.m. Upshur County Fire Fighters Association

6. Appointments Needed or Upcoming:

*\*None*

*\*\*\*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. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

April 14, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

**\*\*\*There will be a Special Meeting on April 19, 2022 to lay the levy and conduct public testing of the voting machines\*\*\***

## **Leadership Upshur 2023 Potential Ideas**

Leadership Upshur is a leadership development program for people who live or work in and around Upshur County, WV. This program is designed to help aspiring leaders (personal, business, political, or otherwise) develop the skills necessary to grow in their positions. This program will broaden the participants vision in many categories including leadership skills, habits, effectiveness, emotional intelligence, civil engagement, and more.

The goal of the project is to better equip our participants to be the leaders of the present and future in their businesses and in our community. Well-rounded leaders are critical to our community's success and the foundation of successful businesses.

- 9-month program meeting once per month in person all day (seems Thursday is best for this from 9:30 am – 4:30 pm)
- Potentially a Zoom meeting for 1 hour every other week in the evening (to discuss the current book) All meetings will include lunch for each participant (est. cost \$150) sourced locally.
- Suggested start date of January 2023 for the inaugural class
- 9 in person meetings with a specific leadership theme, training, and a speaker(s) at each one. (We will be counting on our partners to provide outreach to potential speakers or to speak themselves when necessary)
- ~5 Leadership & Development books for during the program (\$100)
  - 7 Habits of Highly Effective People – Stephen Covey (\$20)
  - Wooden on Leadership – John Wooden (\$30)
  - Good to Great – Jim Collins (\$17)
  - Start with Why – Simon Sinek (\$15)
  - How to win friends and influence people – Carnegie (\$12)
  - The 21 Irrefutable Laws of Leadership – John Maxwell (\$20)
  - The One Minute Manager - Ken Blanchard & Spencer Johnson (\$12)
  - Thinking, Fast and Slow – Daniel Kahneman (\$12)
  - Dare to Lead – Brene Brown (\$12)
- 9 In-Person Meeting Ideas (Potential partners please review and see if you can provide a speaker or outreach possibility to a person who fits each speaker profile)

- Intro – first meeting will be an introduction to the program (30 min), meet each other (ice breaker) & network (1 hr.), passing out of the first book & explaining the book club idea (including Zoom meeting schedule TBD by group) 30 min, lunch (1 hr.), first speaker (~ 2 hours), round table for what each person wants to get out of the program (1 hr.), and
- 2<sup>nd</sup> – History, Trends, & People also discuss planning, preparation, and effectiveness. Speakers from CVB, Create Buckhannon, and Local Government/Historian along with planning and prep discussion. Service project discussion and decision.
- 3<sup>rd</sup> – Local, County, and State Government including speakers from all levels to discuss government. Speakers possibly include Mayor, County Commissioner, and Congressman/Senator
- 4<sup>th</sup> – Business and Technology Speakers include UCDA Director, Chamber of Commerce, and local business owners (3-4 total and possibly a field trip to local businesses)
- 5<sup>th</sup> – Group Retreat (fun all-day activity possibly at Stonewall or Snowshoe) (\$100/pp)
- 6<sup>th</sup> – Emotional Intelligence (speakers to discuss EQ compared to IQ and the different roles they play in leadership)
- 7<sup>th</sup> – Service project to help our community (Est. \$50/pp)
- 8<sup>th</sup> – Quality of Life & Continuing Education (speakers to discuss quality of life in our community, showcasing different perspective and viewpoints to build off of EQ discussion, and talking about education and it's role in our futures) Speakers include local teacher/principle, WVWC speaker, and Tech school speaker (possibly take a tour of College and tech center while the speaker presents)
- Final/Graduation – speaker, lunch, and celebration including colleagues, friends, and family (\$50/pp). Receive graduation gifts (Rocketbook, graduation certificate and plaque, est. cost \$80)
- Estimated Cost per Participant is \$530, cost to participate est. \$595 pp
- Also, looking for businesses to sponsor the costs of the program (ex. Leadership book sponsor \$100 x number of attendees [which we can cap at 10-12 if we want] or Lunch sponsor for each meeting of \$15 pp X number of attendees).

URL: Leadershipupshur.com

Email: [info@leadershipupshur.com](mailto:info@leadershipupshur.com)

Ph: 304-418-4559

**Leadership Upshur**  
Changing lives thru Leadership



## Sexual Assault Awareness Month

### Upshur County Proclamation

*WHEREAS*, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence against the citizens of Upshur County continues; and

*WHEREAS*, sexual violence is an intolerable violent crime that affects every person in Upshur County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

*WHEREAS*, to prevent the future violation of our citizens, it is critical to foster greater public awareness of the causes and effects of sexual violence, and to address this problem on every civic level; and

*WHEREAS*, Upshur County recognizes that no one person, organization, agency, or community can eliminate sexual violence on their own – we must work together to educate our entire population about what can be done to prevent sexual violence, support victim/survivors, and their significant others, and increase support for agencies providing services to victim/survivors; and

*WHEREAS*, West Virginia Sexual Assault programs and other professionals such as Law Enforcement and Child Advocacy Centers have joined together with the West Virginia Foundation for Rape Information and Services (WVFRIS) to support each other in their work and to provide our state and its citizens with a central source of information on sexual violence; and

*WHEREAS*, Centers Against Violence staff and volunteers promote sexual assault prevention by offering educational services and support in Upshur County throughout the year; and

*WHEREAS*, Centers Against Violence request public support and assistance as it continues to work toward a society where all women, children and men can live in peace, free from violence, and exploitation; and

NOW THEREFORE, WE

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The Upshur County Commission, do hereby proclaim April 1 through April 30, 2022

## Sexual Assault Awareness Month

And we commend this observance to all citizens.



## **CHILD ABUSE PREVENTION AND AWARENESS MONTH APRIL 2022**



**WHEREAS**, during child abuse and neglect prevention month, it is important to talk about what each and every one of us can do to make sure that children in our community grow up healthy, safe, and loved;

**WHEREAS**, child abuse and neglect is a symptom of a larger problem – the lack of resources in and support for families in our community, and the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

**WHEREAS**, when the well-being of children and families becomes the priority of everyone in the community, the number of child abuse and neglect cases will decrease, and other good things will happen such as better health outcomes, improved school performance, etc.;

**WHEREAS**, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment;

**WHEREAS**, this month, it is important that every member of our community consider what they can do to improve our collective well-being which can be achieved by volunteering, making donations, or advocating for family-friendly policies and programs – everyone can take their turn making a difference.

**WHEREAS**, child abuse prevention month is an especially good time to talk about the five Protective Factors (Knowledge of Parenting and Child Development; Parental Resilience; Social Connections; Social and Emotional Development of Children; and Concrete Support in Times of Need) and how, when present, they increase the health and well-being of children and families.

**NOW THEREFORE, THE UPSHUR COUNTY COMMISSION** does hereby proclaim the month of **April** as **Child Abuse Prevention and Awareness Month in Upshur County** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

*Signed on April 7, 2022*

Kristie Tenney, President, Upshur County Commission

Terry Cutright, Upshur County Commission

Samuel Nolte, Upshur County Commission

I am unable to attend the meeting scheduled for Thursday, April 7, 2022 at 11:00 a.m. but would like the following name to be considered and voted upon. This completed form must be received on or before Friday, April 1, 2022 for the road name recommendation to be considered.

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Property Owner(s) Signature

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Address

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Phone number

**\*Please be advised that the approved road name resulting from this meeting will be the physical address/ mailing address for each addressable structure along this right-of-way\***

March 7, 2022

Re: Public Meeting Notice

Dear Property Owner:

On September 18, 2003, the Upshur County Commission enacted a 911 Addressing and Mapping Ordinance in order to uniformly assign and maintain street addresses, provide for easy identification and to promote the health, safety and welfare of the citizens of Upshur County. This ordinance requires the assignment of names to all streets and roads in Upshur County which provides emergency access to three or more addressable structures.

According to our records, you have been identified as a property owner along a private right-of-way that now requires a name. Guidelines have been established that the property owners have the right to participate in the road naming process.

Please be advised that a public meeting has been scheduled for Thursday, April 7, 2022 at 11:00 a.m. at the Upshur County Courthouse Annex, Room 301 (County Commission Meeting Room) if you would like to participate. If you have any questions, please feel free to contact the Addressing and Mapping Office at 472-1673.

Sincerely,

Terri Jo Bennett  
Upshur County Addressing & Mapping Coordinator

Enclosures







**Section 5: Community Signed Statement**

**Statement of Interest in Multi-Hazard Mitigation Planning**

As a potential participant in the Hazard Mitigation Assistance Program, the Upshur County Commission, Buckhannon, West Virginia hereby states their interest in participating in the multi-jurisdictional Region VII Planning and Development Council Natural Hazard Mitigation Plan.

After Federal Emergency Management Agency approval and during the implementation, the Upshur County Commission agrees to actively participate in the hazard mitigation planning process.

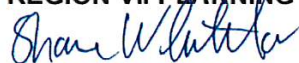
As signed, we understand this is a voluntary program and our participation may benefit our jurisdiction by identifying hazards and prioritizing potential projects to mitigate the effects of natural hazards.

**UPSHUR COUNTY COMMISSION:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**REGION VII PLANNING AND DEVELOPMENT COUNCIL:**



\_\_\_\_\_  
Executive Director



**Form Number: 6**

**West Virginia Department of Economic Development**  
Community Development Block Grant (CDBG)  
Budget Amendment Form- Water/Sewer/Storm Sewer/Parks and Rec/Broadband

<b>Subrecipient:</b>	Upshur County Commission
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<b>Project Name:</b>	Elkins Road PSD, Phase III Water System Improvement Project
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<b>Project Number:</b>	16SCBG0008	<b>Amendment Number:</b>	5
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Activity Category*	Current CDBG Budget	Increase	Decrease	Amended CDBG Budget
Administration	\$ 77,462.84	\$ 30,000.00		\$ 107,462.84
Accounting				\$ -
Arch/Engineering	\$ 341,172.00			\$ 341,172.00
Land Acquisition				\$ -
Construction	\$ 1,057,423.17		\$ 30,000.00	\$ 1,027,423.17
Permits/Fees	\$ 23,941.99	\$ -		\$ 23,941.99
Legal				\$ -
Planning				
Demolition				
<b>TOTAL</b>	\$ 1,500,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,500,000.00

\*Activity Categories cannot change from original budget.

<b>Reason for Amendment:</b>	The project had taken longer to complete than originally anticipated causing the need for additional meetings and project requirements to be met than what was originally agreed upon.
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Subrecipient Signature:	
Printed Name and Title:	Upshur County Commission, President
Date:	4/7/2022

WVDED Project Manager:	Ryan Halsey		
Signature:		Date:	
WVDED Program Manager:	Sherry Risk		
Signature:		Date:	



**Amendment #1 to Administrative Agreement  
between the  
Upshur County Commission  
and the  
Region VII Planning & Development Council**

**Old Scope of Services:** As mentioned in the original administrative agreement dated March 16, 2017 between the Upshur County Commission (referred to as COUNTY) and the Region VII Planning and Development Council (referred to as the COUNCIL), the COUNCIL shall provide technical assistance to the COUNTY and its staff in all matters relating to the proper administration of the said project and compliance with the relevant Community Development Block Grant (CDBG) requirements for a fee of \$100,000.00.

**New Scope of Services:** The COUNCIL is requesting their fee be increased by \$30,000.00 to cover the COUNCIL's cost overrun. The project has taken longer to complete than originally anticipated causing additional meetings and project requirements to be met than what was originally agreed upon. The additional \$30,000 will allow us to complete the project and submit the project closeout documents for the Upshur County Commission and Elkins Road PSD. With this amendment, the total administrative fee will increase from \$100,000.00 to \$130,000.00.

Both parties agree to this amendment of the original administrative agreement for the completion of the Project.

**This Agreement is effective this** 17th **day of** March, **2022.**

**UPSHUR COUNTY COMMISSION:**

**UPSHUR COUNTY COMMISSION**

By: Kristie G. Tenney  
Kristie G. Tenney, President

**ELKINS ROAD PSD:**

By: Carey Wagner  
Carey Wagner, Chairperson

**COUNCIL:**

**REGION VII PLANNING AND DEVELOPMENT COUNCIL**

By: Shane Whitehair  
Shane Whitehair, Executive Director

Elkins Rd PSD  
 JDC No. 2016W-1632  
 Expenditure Report #21A - Budget Amendment

3/25/2022

JDC 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#1-47)	460,350.00	8,530.63	468,880.63	468,880.63	0.00	468,880.63	0.00
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 Bank)	1,117,740.00	176,467.00	1,294,207.00	1,284,437.80	0.00	1,284,437.80	9,769.20
Contract 4 Line Ext (Chojnacki)	1,384,581.65	(211,216.11)	1,173,365.54	988,373.89	0.00	988,373.89	184,991.65
Contingency	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
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	80,750.00	0.00	80,750.00	0.00
Touch Read & Radio Read Meters	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
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	136,000.00	0.00	136,000.00	0.00
Contract 3, Change Order #6	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
Contract 3, Change Order #7	0.00	153,525.00	153,525.00	0.00	0.00	0.00	153,525.00
Radio Read Meters (Remainder of Meters in System)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
Backflow Prevention Valve & Vault	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
Asphalt Driveway Paving	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	48,500.00	138,310.00	138,310.00	0.00	138,310.00	0.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	(108,866.00)	330,945.00	243,040.01	0.00	243,040.01	87,904.99
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	5,894.00	0.00	5,894.00	4,606.00
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	25,000.00	0.00	25,000.00	0.00
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	(2,244.11)	37,755.89	37,755.89	0.00	37,755.89	0.00
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	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
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	4,335,927.79	0.00	4,335,927.79	664,072.21

CDBG	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	(162,362.64)	358,154.36	304,001.00	0.00	304,001.00	54,153.36
Contract 4 Line Ext (Choihacki)	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
Contract 3, Change Order #6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #7	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Radio Read Meters (Remainder of Meters in System)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Backflow Prevention Valve & Vault	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Asphalt Driveway Paving	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	38,490.00	0.00	38,490.00	0.00
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	110,963.77	0.00	110,963.77	50,091.23
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	2,526.00	0.00	2,526.00	1,974.00
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	88,029.19	107,462.84	64,215.58	0.00	64,215.58	43,247.26
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	25,387.80	25,387.80	25,387.80	0.00	25,387.80	0.00
Bond Counsel (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,500,000.00	(0.00)	1,500,000.00	1,342,189.86	0.00	1,342,189.86	157,810.14

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	468,880.63	0.00	468,880.63	0.00
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	14,104.36	1,652,361.36	1,588,438.80	0.00	1,588,438.80	63,922.56
Contract 4 Line Ext (Chloinack)	2,067,370.00	(226,136.46)	1,841,233.54	1,648,453.79	0.00	1,648,453.79	192,779.75
Contingency	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
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	80,750.00	0.00	80,750.00	0.00
Touch Read & Radio Read Meters	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
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	136,000.00	0.00	136,000.00	0.00
Contract 3, Change Order #6	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
Contract 3, Change Order #7	0.00	153,525.00	153,525.00	0.00	0.00	0.00	153,525.00
Radio Read Meters (Remainder of Meters in System)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
Backflow Prevention Valve & Vault	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
Asphalt Driveway Paving	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	48,500.00	176,800.00	176,800.00	0.00	176,800.00	0.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	(45,000.00)	492,000.00	354,003.78	0.00	354,003.78	137,996.22
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	8,420.00	0.00	8,420.00	6,580.00
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	25,000.00	0.00	25,000.00	0.00
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	(2,244.11)	37,755.89	37,755.89	0.00	37,755.89	0.00
Administrative (Region VII)	100,000.00	30,000.00	130,000.00	86,752.74	0.00	86,752.74	43,247.26
Sites and Other Lands	50,000.00	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
Permits / Miscellaneous	70,040.00	1,445.81	71,485.81	71,485.81	0.00	71,485.81	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	6,500,000.00	(0.00)	6,500,000.00	5,678,117.65	0.00	5,678,117.65	821,882.35



**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>	
<b>Invoice #</b>	<b>173858-29</b>			<b>% of CDBG Funds Expensed</b>	<b>90%</b>	
<b>Time Period Covered by this Request:</b>				<b>08/14/2021</b>	<b>To:</b>	<b>04/07/2022</b>
<b>Amount of CDBG Funds on hand at the time of this Request</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	\$ 64,215.58	\$ -	\$ 64,215.58	\$ 64,215.58	\$ 13,247.26
Admin Direct Costs		\$ 42,033.42	\$ -	\$ 42,033.42	\$ 42,033.42	
Admin Indirect Costs		\$ 22,182.16	\$ -	\$ 22,182.16	\$ 22,182.16	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 288,505.58	\$ -	\$ 288,505.58	\$ 288,505.58	\$ 52,666.42
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,055,977.36	\$ 964,080.90	\$ 7,788.10	\$ 971,869.00	\$ 964,080.90	\$ 84,108.36
Permits/Fees	\$ 25,387.80	\$ 25,387.80	\$ -	\$ 25,387.80	\$ 25,387.80	\$ 0.00
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
<b>SUB-TOTAL:</b>	\$ 1,500,000.00	\$ 1,342,189.86	\$ 7,788.10	\$ 1,349,977.96	\$ 1,342,189.86	\$ 150,022.04
Less Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL:</b>	\$ 1,500,000.00	\$ 1,342,189.86	\$ 7,788.10	\$ 1,349,977.96	\$ 1,342,189.86	\$ 150,022.04

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

\_\_\_\_\_  
April 7, 2022

Date

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

v1.12.2021

**ELKINS ROAD PUBLIC SERVICE DISTRICT  
2016W-1632  
16SCBG0008  
Request #22**

**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>CDBG</b>	<b>IJDC Loan</b>	<b>TOTAL</b>
Chapman Technical Group LTD	\$ -	\$ 13,979.48	\$ 13,979.48
Chojnacki Construction, Inc.	\$ 7,788.10	\$ 155,882.35	\$ 163,670.45
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 7,788.10	\$ 169,861.83	\$ 177,649.93

**ADOPTED BY the Elkins Road Public Service District**, at a meeting held on the 5th day of April, 2022.

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

Its: Chairman



Elkins Rd PSD  
IDDC No. 2016W-1632  
Expenditure Report #22

4/5/2022

IDDC 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	468,880.63	0.00	468,880.63	0.00
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	176,467.00	1,294,207.00	1,284,437.80	0.00	1,284,437.80	9,769.20
Contract 4 Line Ext (Chopnacki)	1,384,581.65	(211,216.11)	1,173,365.54	988,373.89	155,882.35	1,144,256.24	29,109.30
Contingency	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
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	80,750.00	0.00	80,750.00	0.00
Touch Read & Radio Read Meters	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
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	136,000.00	0.00	136,000.00	0.00
Contract 3, Change Order #6	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
Contract 3, Change Order #7	0.00	153,525.00	153,525.00	0.00	0.00	0.00	153,525.00
Radio Read Meters (Remainder of Meters in System)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
Backflow Prevention Valve & Vault	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
Asphalt Driveway Paving	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	48,500.00	138,310.00	138,310.00	0.00	138,310.00	0.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	(108,866.00)	330,945.00	243,040.01	13,979.48	257,019.49	73,925.51
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	5,894.00	0.00	5,894.00	4,606.00
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	25,000.00	0.00	25,000.00	0.00
b. Legal - PSC (S&I)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	(2,444.11)	37,555.89	37,555.89	0.00	37,555.89	0.00
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	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
Permits / Miscellaneous	70,040.00	(23,941.99)	46,098.01	46,098.01	0.00	46,098.01	0.00
Bond Counsel (S&I)	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	4,335,927.79	169,861.83	4,505,789.62	494,210.38

CDBG	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Off 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 Buck)	520,517.00	(162,362.64)	358,154.36	304,001.00	0.00	304,001.00	54,153.36
Contract 4 Line Ext (Chopinacki)	682,788.35	(14,920.35)	667,868.00	660,079.90	7,788.10	667,868.00	0.00
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
Contract 3, Change Order #6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #7	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Radio Read Meters (Remainder of Meters in System)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Backflow Prevention Valve & Vault	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Asphalt Driveway Paving	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	38,490.00	0.00	38,490.00	0.00
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	110,963.77	0.00	110,963.77	50,091.23
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	2,526.00	0.00	2,526.00	1,974.00
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&I)	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	88,029.19	107,462.84	64,215.58	0.00	64,215.58	43,247.26
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	25,387.80	25,387.80	25,387.80	0.00	25,387.80	0.00
Bond Counsel (S&I)	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	1,342,189.86	7,788.10	1,349,977.96	150,022.04

Total Project	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ote Bldg (Pro)	460,350.00	8,530.63	468,880.63	468,880.63	0.00	468,880.63	0.00
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	14,104.36	1,652,361.36	1,588,438.80	0.00	1,588,438.80	63,922.56
Contract 4 Line Ext (Chojnacki)	2,067,370.00	(226,136.46)	1,841,233.54	1,648,453.79	163,670.45	1,812,124.24	29,109.30
Contingency	219,549.00	(113,410.40)	106,138.60	0.00	0.00	0.00	106,138.60
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	80,750.00	0.00	80,750.00	0.00
Touch Road & Radio Road Meters	274,994.00	(274,880.00)	114.00	0.00	0.00	0.00	114.00
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	136,000.00	0.00	136,000.00	0.00
Contract 3, Change Order #6	0.00	101,880.00	101,880.00	101,880.00	0.00	101,880.00	0.00
Contract 3, Change Order #7	0.00	153,525.00	153,525.00	0.00	0.00	0.00	153,525.00
Radio Road Meters (Remainder of Meters in System)	0.00	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00
Backflow Prevention Valve & Vault	0.00	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
Asphalt Driveway Paving	0.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	48,500.00	176,800.00	176,800.00	0.00	176,800.00	0.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	(45,000.00)	492,000.00	354,003.78	13,979.48	367,983.26	124,016.74
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	8,420.00	0.00	8,420.00	6,580.00
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	25,000.00	0.00	25,000.00	0.00
b. Legal - PSC (S&I)	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Accounting (Griffith)	40,000.00	(2,244.11)	37,755.89	37,755.89	0.00	37,755.89	0.00
Administrative (Region VII)	100,000.00	30,000.00	130,000.00	86,752.74	0.00	86,752.74	43,247.26
Sites and Other Lands	50,000.00	(3,187.50)	46,812.50	46,812.50	0.00	46,812.50	0.00
Permits / Miscellaneous	70,040.00	1,445.81	71,485.81	71,485.81	0.00	71,485.81	0.00
Bond Counsel (S&I)	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	5,678,117.65	177,649.93	5,855,767.58	644,232.42

## CDBG Invoice Summary-Construction

Period Covered by Request

08/14/21-04/07/22

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chojnacki Construction Inc.	13	Application Period August 14, 2021 to March 25, 2022	March 31, 2022	\$ 1,530.00
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
CONSTRUCTION TOTAL					\$ 1,530.00



Contractor's Application for Payment No. 13	
Application Period 8/14/21 to 7/24/22	Application Date 10/12/22
To (Owner) Elkino Road PSD	From (Contractor) Chapman Construction Inc.
Project Water Distribution System Extensions	Via (Engineer) Chapman Technical Group
Owner's Contract No. 4	Engineer's Project No. 7096

\$ 7,788.10 - CDBG  
 \$155,882.35 - JDC  
 \$163,670.45 - Total

#### Application For Payment Change Order Summary

Approved Change Order Number	Additions	Deletions	1. ORIGINAL CONTRACT PRICE
CO#1	N/A	N/A	\$ 52,057,370.09
CO#2	\$3,928.00		\$ -526,136.46
CO#3		\$234,463.00	\$ -51,841,233.54
CO#4	\$4,398.54		\$ -51,836,428.54
			a. 1% X \$1,870,428.54 Work Completed \$ -518,304.29
			b. X Stored Material \$ -518,304.29
			c. Total Retainage (Line 5a + Line 5b) \$ -518,304.29
TOTALS	\$8,326.54	\$234,463.00	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ -51,812,124.25
NET CHANGE BY			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications) \$ -51,648,453.80
CHANGE ORDERS			8. AMOUNT DUE THIS APPLICATION \$ -51,637,670.45
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above) \$ -579,106.29

#### Contractor's Certification

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

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

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

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

Contractor Signature \_\_\_\_\_ Date 4/17/2021

I hereby certify that the items/services have been received and approved for payment.

Cary A Smith

04/05/2022

NAME DATE

Payment of \$ 163,670.45 (Line 8 or other - attach explanation of the other amount)

is recommended by Robert G. Robinson (Engineer) (Date)

Payment of \$ 163,670.45 (Line 8 or other - attach explanation of the other amount)

is approved by \_\_\_\_\_ (Owner) (Date)

Approved by \_\_\_\_\_ Funding or Financing Entry (if applicable) (Date)

# Progress Estimate - Unit Price Work Contractor's Application

For Contract: Contract #4		Application Number: 13												
Application Period:		Application Date: 3/31/2022												
Bid Item No.	Item Description	A			B			C	D	E	F		G	
		Item	Quantity	Units	Contract Information		Total Value of Item (\$)				Estimated Quantity Installed	Value of Work Installed to Date		Materials Presently Stored (not in C)
1	12" Steel Casing, Open Cut		25	L.F.	\$130.00		\$3,250.00		35	\$4,550.00		\$4,550.00	140.0%	-\$1,300.00
2	8" Steel Casing, Bore & Jack		140	L.F.	\$60.00		\$8,400.00		50	\$3,000.00		\$3,000.00	35.7%	-\$5,400.00
3	6" PVC C-900, DR 14		10320	L.F.	\$20.00		\$206,400.00		8465	\$169,300.00		\$169,300.00	82.0%	\$37,100.00
4	6" Restrained Joint DIP Creek Crossing		50	L.F.	\$100.00		\$5,000.00		40	\$4,000.00		\$4,000.00	80.0%	\$1,000.00
5	4" PVC C-900, DR 14		14500	L.F.	\$18.00		\$261,000.00		14572	\$262,296.00		\$262,296.00	100.5%	-\$1,296.00
6	2" PVC Class 315		750	L.F.	\$17.00		\$12,750.00		786	\$13,362.00		\$13,362.00	104.8%	-\$612.00
7	6" Gate Valve W/Valve Box		3	EA	\$1,200.00		\$3,600.00		5	\$6,000.00		\$6,000.00	166.7%	-\$2,400.00
8	4" Gate Valve W/Valve Box		6	EA	\$1,000.00		\$6,000.00		8	\$8,000.00		\$8,000.00	133.3%	-\$2,000.00
9	Tandem Water Meter Assemblies		28	EA	\$1,200.00		\$33,600.00		25	\$30,000.00		\$30,000.00	89.3%	\$3,600.00
10	3/4 Dia. Copper Service Lateral		870	L.F.	\$18.00		\$15,660.00		445	\$8,010.00		\$8,010.00	51.1%	\$7,650.00
11	3/4 Dia. Copper Service Lateral, Bored		510	L.F.	\$38.00		\$19,380.00		199	\$7,562.00		\$7,562.00	39.0%	\$11,818.00
12	1" Dia. Copper Service Lateral		710	L.F.	\$20.00		\$14,200.00		166	\$3,320.00		\$3,320.00	23.4%	\$10,880.00
13	1" Dia. Copper Service Lateral, Bored		60	L.F.	\$75.00		\$4,500.00							\$4,500.00
14	Fire Hydrant Assembly		7	EA	\$4,800.00		\$33,600.00		6	\$28,800.00		\$28,800.00	85.7%	\$4,800.00
15	Blow Off Assembly		3	EA	\$1,200.00		\$3,600.00		3	\$3,600.00		\$3,600.00	100.0%	
16	Air/Vacuum Release Valve Assembly		5	EA	\$1,000.00		\$5,000.00		5	\$5,000.00		\$5,000.00	100.0%	
17	Type "A" Trench Restoration (Concrete/Asphalt)		60	L.F.	\$75.00		\$4,500.00		14	\$1,050.00		\$1,050.00	23.3%	\$3,450.00
18	Type "B" Trench Restoration (Concrete/Asphalt)		1530	L.F.	\$35.00		\$53,550.00		140	\$4,900.00		\$4,900.00	9.2%	\$48,650.00
19	Type "C" Trench Restoration (Stone)		2000	L.F.	\$10.00		\$20,000.00		362	\$3,620.00		\$3,620.00	18.1%	\$16,380.00
20	Hawkins Road Booster Station		1	LS	\$200,000.00		\$200,000.00		1.00	\$200,000.00		\$200,000.00	100.0%	
21	Connect To Existing w/6" Tapping Sleeve and Valve		4	EA	\$4,000.00		\$16,000.00		2	\$8,000.00		\$8,000.00	50.0%	\$8,000.00
22	Connect To Existing w/6"x4 Tapping Sleeve and Valve		1	EA	\$3,500.00		\$3,500.00		1	\$3,500.00		\$3,500.00	100.0%	
23	Connect To Existing w/8"x6" Tapping Sleeve and Valve		3	EA	\$4,500.00		\$13,500.00		5	\$22,500.00		\$22,500.00	166.7%	-\$9,000.00
24	RIP RAP Ditch		3500	L.F.	\$5.00		\$17,500.00		1470	\$7,350.00		\$7,350.00	42.0%	\$10,150.00
25	Hawkins Booster Generator		1	LS	\$54,075.00		\$54,075.00		1.00	\$54,075.00		\$54,075.00	100.0%	
26	Main Booster Generator		1	LS	\$59,550.00		\$59,550.00		1.00	\$59,550.00		\$59,550.00	100.0%	
27	Kasling Mill Booster Generator		1	LS	\$54,480.00		\$54,480.00		1.00	\$54,480.00		\$54,480.00	100.0%	
28	Gordley Booster Generator		1	LS	\$61,750.00		\$61,750.00		1.00	\$61,750.00		\$61,750.00	100.0%	
29	Wrightman Booster Generator		1	LS	\$110,650.00		\$110,650.00		0.95	\$105,117.50		\$105,117.50	95.0%	\$5,532.50
30	Union Booster Generator		1	LS	\$105,450.00		\$105,450.00		0.95	\$100,177.50		\$100,177.50	95.0%	\$5,272.50
31	Abandon Existing 2" Waterline		2	EA	\$1,000.00		\$2,000.00		4	\$4,000.00		\$4,000.00	200.0%	-\$2,000.00
32	Abandon Existing 6" Waterline		3	EA	\$1,000.00		\$3,000.00		1	\$1,000.00		\$1,000.00	33.3%	\$2,000.00
33	Abandon Existing Meters		4	EA	\$100.00		\$400.00							\$400.00
34	Service Reconnects (Exists, Meter Remains in Service)		16	EA	\$500.00		\$8,000.00		17	\$8,500.00		\$8,500.00	106.3%	-\$500.00
35	Audio-Video Color Taping		1	LS	\$10,000.00		\$10,000.00		1	\$10,000.00		\$10,000.00	100.0%	
36	Hawkins Road Tree Removal		1	LS	\$2,500.00		\$2,500.00		1	\$2,500.00		\$2,500.00	100.0%	





## UPSHUR COUNTY COMMISSION

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

Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550  
Emergency: 911

April 7, 2022

Mr. Tom O'Neill, President  
Buckhannon Upshur Airport Authority  
630 Airport Road  
P.O. Box 1042  
Buckhannon, WV 26201

Dear Mr. O'Neill,

This correspondence serves as our official support of the Buckhannon Upshur Airport Authority's proposed expansion project. The Upshur County Regional Airport is the only regional airport in the area and is vital to continued economic growth in Upshur and surrounding counties.

The 1,000-foot expansion to the current 4,201-foot runway would allow larger aircraft to land in Buckhannon and lead to immediate economic development. KCI Aviation, a current tenant at the Upshur County Regional Airport, specializes in aircraft maintenance and repair. They have expressed the need for runway expansion to the Buckhannon-Upshur Airport Authority on a regular basis since executing their lease agreement, as they have clients seeking their services here that are unable to land given the length of the current runway and their insurance requirements. A larger runway would provide additional fuel sales, the highest source of revenue for the airport, increase the need for additional hangar space and subsequently assure financial stability for future progress and development.

Upshur County is centered in the heart of West Virginia with easy access to both Corridor H and I-79. The completion of Corridor H coupled with the expansion of the Upshur Regional Airport's runway is imperative for the growth in this area of rural Appalachia. The 2020 West Virginia Aviation Economic Impact Study (WV AEIS) found that the Upshur County Regional Airport's economic impact for the region is over \$8,000,000 annually. Imagine what this number could be with the completion of the runway expansion!

We greatly appreciate your interest and consideration of this project and hope to work with you to see it to completion. If you have any questions, or would like to discuss the expansion further, please feel free to contact our office at any time.

Sincerely,

Samuel R. Nolte  
Commissioner

Kristie G. Tenney  
Commission President

Terry B. Cutright  
Commissioner

*An Equal Opportunity Employer*

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April 7, 2022

Melissa Garretson Smith  
Executive Director  
WV Courthouse Facilities Improvement Authority  
2003 Quarrier Street  
Charleston, WV 25311

Project Number: *18cycUpshur18CY2021 49*  
Grant Number: *18cycUpshu2021*

Dear Ms. Smith,

At the conclusion of the above referenced project, we realized there is a remaining balance of awarded Courthouse Facility Authority grant funds in the amount of \$45,014.21. Due to the low bid submitted by Shield Roofing and Construction, LLC, the above project was able to be satisfactorily completed substantially under budget. Since these funds have already been "obligated" in the Authority's budget, we are requesting permission to utilize the remaining funds for Phase III of the former jail facility project. This phase consists of labor and material to cut out, repoint, tuck-up and replace some brick and stone on the arcaded brick porch located in the front entrance and replacing the porch roof. I have enclosed an estimate for this work to be completed and a projected budget. Should the Authority approve this request, the Commission understands that all components of the contract will need to be adhered to including contacting SHPO, filing a Section 106 Review and placing the project out to bid. The Authority's consideration of this request is greatly appreciated.

Best regards,

Kristie G. Tenney  
Upshur County Commission President

Enclosures: Estimate, budget, photographs

*An Equal Opportunity Employer*

**Renewal Agreement Between Owner and Contractor**  
**On the Basis of a Stipulated Price**

Date: April 7, 2022

**THIS RENEWAL** is by and between the County Commission of Upshur County, West Virginia ("OWNER") and Stanton Lawn Service ("CONTRACTOR") for grounds keeping services located within Upshur County, West Virginia. Per the renewal clause, Owner and Contractor agree **all terms** set forth in the Agreement dated February 24, 2020 are in full force and effect for another one-year period effective April 7, 2022 and continuing through September 30, 2022. Specific commencement and completion dates must be coordinated with Greg Harris, Upshur County Facility Supervisor.

An updated Certificate of Insurance with at least \$1,000,000 in general liability coverage has been received by the Owner.

Owner shall pay the Contractor upon completion of all work no more than the sum seventeen thousand three hundred sixty dollars (\$17,360).

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of the agreement dated February 24, 2020. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

This Renewal will be effective on the 7<sup>th</sup> day of April, 2022

**OWNER:**

**County Commission of Upshur County**

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

Attest: \_\_\_\_\_

**Address for Giving Notices:**

Office of the Upshur County Commission  
91 W Main Street, Suite 101  
Buckhannon, WV 26201

Telephone: 304 / 472.0535  
Facsimile: 304 / 473.2802

**Greg Harris, Facility Supervisor**  
**(304) 613-1801**

**CONTRACTOR:**

**Stanton Lawn Service**

By: \_\_\_\_\_  
Name: Justin Stanton  
Title: Owner

Attest: \_\_\_\_\_

**Address for Giving Notices:**

40 Cleveland Avenue  
Buckhannon, WV 26201

Telephone: (304) 642-6722  
Facsimile: N/A



Maintaining voter confidence. Enhancing the voter experience.

**Upshur County, West Virginia**  
**Electronic Pollbook Sales Order Agreement**  
**Sales Quotation #: S1142**

**Purchase Solution Includes:**

Description	UOM	Qty	Unit Price	Total Price
<b>ExpressPoll Tablet:</b> ExpressPoll System Including Tablet, Premier Stand, Integrated Barcode Reader, Carrying Case, Mobile Device Management and ExpressPoll Software Application	Each	4	\$1,215.00	\$4,860.00
<b>ExpressPoll External Printer:</b> ExpressPoll Thermal Receipt Printer	Each	4	\$210.00	\$840.00
<b>Software:</b> ExpressPoll Connect Software License and Hosting Fee	License	1	\$2,000.00	\$2,000.00
<b>Implementation Services:</b> Acceptance Testing	Event	1	\$1,795.00	\$1,795.00
Project Management	Day	1	\$1,795.00	\$1,795.00
Pollbook Software Training	Day	1	\$1,795.00	\$1,795.00
Shipping (ExpressPoll Hardware & Software)		1	\$80.00	\$80.00
One-Year Hardware and Software Warranty	N/A			Included
<b>Order Total</b>				<b>\$13,165.00</b>

**Payment Terms:**

\$3,291.00 Due within thirty (30) calendar days of contract execution.

\$9,874.00 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

**Annual Post-Warranty License, Maintenance and Support Fees**  
**(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)**

<b>PollBook Software:</b>				
ExpressPoll Software License and Maintenance and Support Fee	Per Unit	4	\$125.00	\$500.00
ExpressPoll Connect Software License Fee and Hosting Services	License	1	\$2,000.00	\$2,000.00

Note: Annual Software License, Hosting, and Maintenance and Support fees of \$2,500.00 will be invoiced 90-days prior to beginning of the post-warranty period. 100% of invoice total due within 30 calendar days of invoice date.

The parties hereby agree that this Sales Order and the ExpressPoll Sales Order Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of ExpressPoll System products and services. Further, the undersigned Customer hereby agrees to purchase such ExpressPoll products and services from ES&S as set forth herein. The undersigned Customer hereby agrees to the ExpressPoll System Sales Order Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the Customer as set forth above.

ES&S Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Contact Person	Carol J. Smith
Address (no PO box)	40 W. Main Street
City	Buckhannon
State/Province	WV
Zip	26201
Phone Number	304-472-0949



## ELECTRONIC POLLBOOK GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the Equipment and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time and temporary employees to use the ES&S Software described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software described in this Section 2 are ES&S proprietary software products. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any review, testing, examination or audit of the ES&S Software without ES&S' prior written consent; or

e. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except for finished ballot printers selected by Customer) in which ES&S owns or claims any

proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended Instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall pay ES&S for any Update which is specific to Customer or required due to a change in state or local law.

6. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date set forth on the Sales Order and, if required, will have been certified by the appropriate state authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Software License, Maintenance and Support Services, the ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election

laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third-party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

7. **Delivery; Risk of Loss.** The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

8. **Warranty.**

a. **Equipment/ Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or

Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third-party items for resale or rental to Customer, and that the proprietary and Intellectual property rights to the third-party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third-party items, all of its rights and obligations with respect thereto flow from and to the Third Parties.

c. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 8(a) or 8(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (b) user errors, voter errors or

problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

10. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Term; Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives written notification thereof from the non-breaching party.

13. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale,

transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

15. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

16. **Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Further, Customer is responsible for equipment and setup, and the costs associated with setup, of the network infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates. Likewise, any Customer requested enhancements, modifications or changes to the Equipment or ES&S Software which ES&S agrees to provide, in its sole discretion, shall be set forth in separate change orders to the Agreement.

Customer shall be responsible for the payment of all fees associated with such enhancements, modifications or changes made by ES&S.

17. Other. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 – 6, 8(c), 9 – 11, 13, 14, 15(b) and this section 17 of these General Terms shall survive the termination of this Agreement, to the extent applicable.



**EXHIBIT A**  
**ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. ES&S may increase the ES&S Software License and Software Maintenance and Support Fees for any renewal period by not more than 5% of the amount of the most recent fees paid by the Customer. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

**ARTICLE II**  
**License of ES&S Software**

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any review, testing, examination or audit of the ES&S Software without ES&S' prior written consent; or
- e. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary Intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this

Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

### **ARTICLE III** **ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.



PayFlex Systems USA, Inc.  
P.O. BOX 2239  
OMAHA, NE 68108-0396

**PAYFLEX**

March 3, 2022

CARRIE WALLACE  
Upshur County  
91 W MAIN STREET, SUITE 101  
BUCKHANNON, WV 26201

We at PayFlex appreciate your business and want to help you prepare for the renewal of your plan which is quickly approaching. The purpose of this letter is to:

- Verify information for the upcoming plan year with the enclosed (Renewal Verification Checklist).
- Identify what we need from you for the new plan year.

**Action Required for Upcoming Plan Year**

- If you require enrollment materials, they are available on [www.payflex.com](http://www.payflex.com). Select *Communications Center*, and then *Order Open Enrollment Materials*.
- Please review, sign and return your completed Renewal Verification Checklist 60 days prior to the start of your new plan year
  - If there are no changes to your plan this year, please sign the first page of the Renewal Verification Checklist and return that to me.
- Elections must be calculated on a per pay period basis and annual elections must be calculated *to the penny*.
- Enrollment information needs to be received one month prior to your plan year effective date in order to insure that your participants are enrolled by the first day of the new plan year.
- If you have any questions regarding the actions required for the upcoming plan year please notify me, your Account Manager, immediately.

Thank you for choosing PayFlex to be your spending account administrator. We look forward to continuing to grow our relationship with you and your participants. We want your participants to receive the maximum benefit from this plan year! Participants can access their account information 24 hours a day, 7 days a week by visiting [www.payflex.com](http://www.payflex.com) or by calling our toll free Call Center, (800) 284-4885. Please encourage your employees to file their claims promptly and not to wait until the end of your run-out period.

Sincerely,

CLIENT SERVICES  
PayFlex Systems USA, Inc.  
(866) 625-0416  
[clientservices@payflex.com](mailto:clientservices@payflex.com)

**Action Required:**

This checklist reflects the current setup in our system. Please review the information in this checklist and make changes as needed. Identify changes by marking the box on the left of the page and making the changes in the space provided at the right. Once you have completed the checklist, return it to your Account Manager via email.

☒ Please make changes listed below for our new plan year. Signed by: \_\_\_\_\_/date: \_\_\_\_\_

☐ No changes are required for the new plan year. Signed by: \_\_\_\_\_/date: \_\_\_\_\_

**General Employer Information:**

☐ Employer Name: **Upshur County** \_\_\_\_\_

☐ Employer Tax ID: **556000406** \_\_\_\_\_

☐ IRS Business Activity Code: \_\_\_\_\_  
(<http://www.census.gov/eos/www/naics/>) \_\_\_\_\_

☐ Type of Entity: **State or Local Government** \_\_\_\_\_

**Employer Service:**

☐

Production Funding Method: **Electronic funds transfer (24 hours)** \_\_\_\_\_

Settlement Funding Method: **Electronic funds transfer (24 hours)** \_\_\_\_\_

Open Enrollment Source: **Electronic file** \_\_\_\_\_

Maintain Enrollment Source: **Electronic file** \_\_\_\_\_

Register Report Delivery Method: **E-mail** \_\_\_\_\_

Payroll Deposit Source: **Electronic file** \_\_\_\_\_

**Contact Information:**

☐ Name: **DEBBIE HULL** \_\_\_\_\_  
 Email: **dahull@upshurcounty.org** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: **(304) 473-2903** \_\_\_\_\_ Fax: \_\_\_\_\_

Roles: **Funding** *Check all that apply:*  
**Electronic Data** ☐ Executive ☒ Billing ☒ Funding ☒ Electronic Data ☐ Website Administrator  
**Eligibility** ☒ Reporting ☐ Broker ☒ Eligibility ☐ Other  
**Communication**  
**Reporting**  
**Billing**

☒ Name: **NANCY LUCAS** **REMOVE** \_\_\_\_\_  
 Email: **nancy.lucas@usi.com** \_\_\_\_\_  
 Address: **418 8TH STREET, SUITE 301** \_\_\_\_\_  
 Address2: \_\_\_\_\_  
 City: **HUNTINGTON** \_\_\_\_\_ State: **WV** \_\_\_\_\_ Zip: **25701** \_\_\_\_\_  
 Phone: **(304) 638-7281** \_\_\_\_\_ Fax: \_\_\_\_\_

Roles: **Broker** *Check all that apply:*  
**Communication** ☐ Executive ☐ Billing ☐ Funding ☐ Electronic Data ☐ Website Administrator  
☐ Reporting ☒ Broker ☐ Eligibility ☐ Other

☐ Name: **TABATHA PERRY** \_\_\_\_\_  
 Email: **trperry@upshurcounty.org** \_\_\_\_\_  
 Address: **91 WEST MAIN STREET, SUITE 101** \_\_\_\_\_  
 Address2: \_\_\_\_\_  
 City: **BUCKHANNON** \_\_\_\_\_ State: **WV** \_\_\_\_\_ Zip: **26201** \_\_\_\_\_  
 Phone: **(304) 472-0535 ext. 2** \_\_\_\_\_ Fax: \_\_\_\_\_

Roles:

**Funding***Check all that apply:***Electronic Data**☒ Executive ☒ Billing ☒ Funding ☒ Electronic Data ☐ Website Administrator**Eligibility**☒ Reporting ☐ Broker ☒ Eligibility ☐ Other**Communication****Reporting****Billing**☐ Name: **CAROL SMITH**Email: **cjsmith@upshurcounty.org**Address: **40 WEST MAIN ST, ROOM 101**

Address2:

City: **BUCKHANNON** State: **WV** Zip: **26201**Phone: **(304) 472-0949** Fax: **(304) 472-1029**

Roles:

**Funding***Check all that apply:***Reporting**☐ Executive ☐ Billing ☒ Funding ☐ Electronic Data ☐ Website Administrator**Eligibility**☒ Reporting ☐ Broker ☒ Eligibility ☐ Other**Communication**☐ Name: **PETE THACKSTON**Email: **pete.thackston@usi.com**

Address:

Address2:

City: State: Zip:

Phone: **(304) 638-7281** Fax:

Roles:

**Broker***Check all that apply:*☐ Executive ☐ Billing ☐ Funding ☐ Electronic Data ☐ Website Administrator☐ Reporting ☒ Broker ☐ Eligibility ☐ Other☒ Name: **CARRIE WALLACE**

REMOVE

Email: **clwallace@upshurcounty.org**Address: **91 W MAIN STREET, SUITE 101**



Employer Renewal Verification Checklist

PayFlex Systems USA, Inc.

Address2: \_\_\_\_\_

City: **BUCKHANNON** \_\_\_\_\_ State: **WV** \_\_\_\_\_ Zip: **26201** \_\_\_\_\_Phone: **(304) 472-0535** \_\_\_\_\_ Fax: **(304) 473-2802** \_\_\_\_\_

Roles:

**Funding***Check all that apply:***Executive**☒ Executive ☒ Billing ☒ Funding ☒ Electronic Data ☐ Website Administrator**Electronic Data**☒ Reporting ☐ Broker ☒ Eligibility ☐ Other**Eligibility****Communication****Reporting****Billing**

**Plan Information:**

<input type="checkbox"/> Number of Eligible Employees:	<b>100</b>			
<input type="checkbox"/> Plan Name:	<b>Upshur County HRA</b>			
<input type="checkbox"/> Plan Number:	<b>501</b>			
<input type="checkbox"/> Original Plan Effective Date:	<b>07/01/2020</b>			
<input type="checkbox"/> Employment Status:	<b>Full-time/Part-time</b>	<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Full/Part Time
<input type="checkbox"/> Min. Hours per Week:	<b>30</b>			
<input type="checkbox"/> Waiting Period (days):	<b>1</b>			
<input type="checkbox"/> Eligibility Rule:	<b>First of Month</b>	<input type="checkbox"/> First Day	<input type="checkbox"/> First of Month	<input type="checkbox"/> Plan Year Start

**Account Information:**☒ **Healthcare (HRA)**

Maximum Election:	<b>\$0.00</b>	
Maximum Contribution:	<b>\$4,000.00</b>	
Reimbursement % Level:	<b>100</b>	
Run-Out Days:	<b>194</b>	
Rollover Rule Type:	<b>Percentage of Balance</b>	<b>None other than run-out claims</b>
Rollover Value:	<b>100</b>	<b>0 zero</b>
Contribution Schedule Type:	<b>Payroll</b>	
Debit Card:	<b>true</b>	<input type="checkbox"/> True <input type="checkbox"/> False

☒ **Limited HRA**

Maximum Election:	<b>\$0.00</b>	
Maximum Contribution:	<b>\$4,000.00</b>	
Reimbursement % Level:	<b>100</b>	
Run-Out Days:	<b>194</b>	
Rollover Rule Type:	<b>Percentage of Balance</b>	<b>None other than run-out claims</b>
Rollover Value:	<b>100</b>	<b>0 zero</b>
Contribution Schedule Type:	<b>Payroll</b>	
Allowed Expense Type:	<b>Dental</b>	
Allowed Expense Type:	<b>Orthodontia</b>	
Allowed Expense Type:	<b>Vision</b>	
Debit Card:	<b>true</b>	<input type="checkbox"/> True <input type="checkbox"/> False

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**Payroll Schedules:**First payroll date of new plan year: **07/01/2022**☐ Change \_\_\_\_\_

Months of Year:	<b>All</b>
<input type="checkbox"/> Change	All Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Occurrence:		<b>Mthly 1st Fr All Months [07/01/2020-open ended]</b>	
<input type="checkbox"/> Change (Please indicate changes below)			
<input type="checkbox"/> Daily			
<input type="checkbox"/> Weekly	Day of Week:	Mo Tu We Th Fr Sa Su	
	AND		
	Week of Month:	All 1st 2nd 3rd 4th Last	
<input type="checkbox"/> Bi-Weekly 24 *No more than twice per month	Day of Week:	Mo Tu We Th Fr Sa Su	
<input type="checkbox"/> Bi-Weekly 26 *All occurrences, typically 26/yr	Day of Week:	Mo Tu We Th Fr Sa Su	
<input type="checkbox"/> Monthly	Day of Month:	Day of Month: _____	
	— OR		
	Day of Week:	Mo Tu We Th Fr Sa Su	
	AND		
	Week of Month:	1st 2nd 3rd 4th Last	
<input type="checkbox"/> Semi-Monthly	Days of Month:	Day 1: _____ Day 2: _____	

Holiday Rule:	<b>Prior business day</b>	<input type="checkbox"/> Change	<input type="checkbox"/> Same Day <input type="checkbox"/> Prior Business Day <input type="checkbox"/> Saturday Prior - Sunday Next Business Day	<input type="checkbox"/> Following Business Day <input type="checkbox"/> Saturday Ignore - Sunday Next Business Day
Saturday Rule:	<b>Prior business day</b>	<input type="checkbox"/> Change	<input type="checkbox"/> Same Day <input type="checkbox"/> Prior Business Day <input type="checkbox"/> Saturday Prior - Sunday Next Business Day	<input type="checkbox"/> Following Business Day <input type="checkbox"/> Saturday Ignore - Sunday Next Business Day
Sunday Rule:	<b>Prior business day</b>	<input type="checkbox"/> Change	<input type="checkbox"/> Same Day <input type="checkbox"/> Prior Business Day <input type="checkbox"/> Saturday Prior - Sunday Next Business Day	<input type="checkbox"/> Following Business Day <input type="checkbox"/> Saturday Ignore - Sunday Next Business Day
Exclude Standard Schedule Days:	<b>None</b>	<input type="checkbox"/> Change	_____	
Include Non-Standard Schedule Days:	<b>None</b>	<input type="checkbox"/> Change	_____	

**Co-Pay Information:**

Whole dollar copay amounts are used to program the debit card system for those employers electing the flex debit card. (Percentage based copay amounts or co-insurance percentages do not need to be provided). Amounts must be provided for each of the employer's health plans. (A summary plan description may be provided in lieu of a completed worksheet.) Please indicate changes below. If you have questions, please contact your Account Manager.

**Carrier:****Plan:**

Retail Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
Mail-Order Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
	Glucose Monitor	\$__	Eye Exam	\$__		
	Physician Office Visit	\$__	Specialist Office Visit	\$__	Maternity Office Visit	\$__
	Routine GYN	\$__	Well Baby Care	\$__	Allergy Services/Injections	\$__
	Chiropractic Care	\$__	Physical Therapy	\$__	Speech Therapy	\$__
	Emergency Room	\$__	Urgent Care Center	\$__	Lab, Radiology, Imaging	\$__
					Routine Physical	\$__
					Immunizations	\$__
					Occupational Therapy	\$__
					Mental and Nervous	\$__

**Carrier:****Plan:**

Retail Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
Mail-Order Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
	Glucose Monitor	\$__	Eye Exam	\$__		
	Physician Office Visit	\$__	Specialist Office Visit	\$__	Maternity Office Visit	\$__
	Routine GYN	\$__	Well Baby Care	\$__	Allergy Services/Injections	\$__
	Chiropractic Care	\$__	Physical Therapy	\$__	Speech Therapy	\$__
	Emergency Room	\$__	Urgent Care Center	\$__	Lab, Radiology, Imaging	\$__
					Routine Physical	\$__
					Immunizations	\$__
					Occupational Therapy	\$__
					Mental and Nervous	\$__

**Carrier:****Plan:**

Retail Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
Mail-Order Pharmacy:	Generic Drug	\$__	Preferred Brand Drug	\$__	Non-preferred Brand Drug	\$__
	Glucose Monitor	\$__	Eye Exam	\$__		
	Physician Office Visit	\$__	Specialist Office Visit	\$__	Maternity Office Visit	\$__
	Routine GYN	\$__	Well Baby Care	\$__	Allergy Services/Injections	\$__
	Chiropractic Care	\$__	Physical Therapy	\$__	Speech Therapy	\$__
	Emergency Room	\$__	Urgent Care Center	\$__	Lab, Radiology, Imaging	\$__
					Routine Physical	\$__
					Immunizations	\$__
					Occupational Therapy	\$__
					Mental and Nervous	\$__



**Job Description**  
**Deputy Director of Emergency Management**  
**Upshur County Office of Emergency Management**

FLSA Status: Part-Time Hourly Employee  
Prepared November 17, 2015  
Prepared By: James T. Farrell  
Approved April 7, 2022

**SUMMARY**

Coordinates activities of workers and volunteers engaged in preparing for or combating disaster situations and negotiates with civic and professional leaders to develop and implement emergency plans by performing the following duties personally or through subordinate supervisors or contractors.

**Essential Duties and Responsibilities**

Include the following, while other duties may be assigned as directed by the Upshur County Commission or State Rules and Regulations.

Obtains cooperation of property owners, civic leaders, and professional groups in providing facilities and services for emergency preparedness.

Confers with business and governmental representatives to assist in local emergency planning.

Reviews emergency plans to coordinate with changes in federal, state, or local policies and first responder capabilities.

Addresses interested civic, social, and faith-based organizations to stimulate awareness of emergency preparedness activities.

Directs inventory and control of emergency supplies and equipment, writes grants and requisitions for needed materials, and arranges or performs equipment maintenance.

Assists in providing warnings and survival information to communities before, during, and after community emergencies.

Directs activities of the Emergency Operations Center, including technical, clerical, and administrative staffs and assign paid workers or volunteers to duties during simulated or actual emergencies.

Reviews and recommends alterations in local emergency planning to coordinate with changes in economic character of community or region.

**Supervisory Responsibilities**

Manages employees and volunteers temporarily assigned to this office and carries out supervisory responsibilities in accordance with the National Incident Command System (NIMS), organization's policies and applicable laws. Responsibilities include training volunteers; planning, assigning, and directing work.

## **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical – Collects and researches data.

Continuous Learning – Pursues at least the minimum amount of in-service training provided by the State and FEMA.

Job Knowledge – Competent in required job skills and knowledge; exhibits ability to learn and apply new skills; keeps abreast of current geopolitical developments and classified intelligence; requires minimal supervision; uses resources effectively. Must attend or complete specific on-line training courses in first year of employment.

Use of Technology – Adapts to new technologies; troubleshoots technological problems; uses technology to increase productivity; maintain situational awareness; and keeps skills, software, and equipment up to date.

Problem Solving – Employs the Incident Command System (ICS) planning – P when appropriate to identify and resolve problems, gather and analyze information using group led solutions to creating objectives and setting tactics with experts and expertise.

Project Management – Develops projects plans, coordinates, communicates, and documents projects and employs the Incident Command System when appropriate.

Communications – Uses common Public Information Systems and Joint Information Systems for keeping others adequately informed.

Oral Communication – Demonstrates group presentation skills and participates in meetings.

Written Communication – Effectively uses proper grammar and punctuation and presents numerical data efficiently.

Acumen – Aligns assignments with strategic goals and tactical objectives.

Cost Consciousness – Assists in preparing a department budget, and works within that budget while developing and implementing cost saving measures where possible.

Strategic Thinking – Identifies threats, and adapts tactics to changing conditions.

Adaptability – Able to deal with unexpected incidents.

Achievement Focus – Sets annual and longer-term objectives, overcomes obstacles, and recognizes opportunities.

Personal Appearance – Dresses appropriately for the days assignments and conforms to grooming and sanitation standards for donning and wearing of personal protective equipment (PPE).

Dependability – During emergencies commits to long operational periods of work when necessary to reach objectives.

**Judgment** – Includes appropriate people in the Incident Command and Multi-Agency decision-making process to create a timely incident or event action plan.

**Planning/Organization** – Prioritizes and plans work activities; plans for resources; sets objectives; develops realistic action plans.

**Safety and Security** – Observes safety and security procedures; including both physical security and cyber-security; reports potentially unsafe conditions; uses equipment and materials properly.

### **Qualifications**

**Education and Experience** - One or more years of post-secondary education, technical school, other formal training or education, or combination thereof, plus one-year related experience in the emergency services sector or emergency management sector or two years experience in any management position or preparedness consulting services. Or an honorable discharge from the US Military.

**Language Skills** - Ability to read and interpret Federal Emergency Management Agency (FEMA) and Department of Homeland Security (DHS) manuals, guidance, reports, and common legal decisions. Ability to respond to inquiries and complaints from the public, including Freedom of Information Act (FOIA) requests. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to elected officials, public groups, and in shorter formats for social media.

**Mathematical Skills** – Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs, pie charts, and other visual aids.

**Reasoning Ability** – Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret extensive technical instructions, and deal with abstract and concrete variables.

**Computer Skills** – To perform this job successfully, an individual should have knowledge of the following, Spreadsheet software; Word Processing software; e-mail; and a general knowledge of hardware, networks, and back-up storage.

**Certificates, Licenses, Registrations** – Valid WV Drivers License, United States Citizenship, Clean Criminal History.

**Physical Demands** – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with temporary disabilities to perform the essential functions or defer certain physical activities for a reasonable recovery period. The employee is required to use hands to finger, handle, or feel. The employee is frequently required to sit; to keyboard; reach with hands and arms and talk or hear. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and move up to 25 pounds and occasionally lift and move up to 50 pounds. Specific vision abilities required by this job include both correctable close and distance vision, and color vision.

Work Environment – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with temporary disabilities to perform the essential functions. The employee is occasionally exposed to wet and humid conditions; moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions including extreme wind, cold, and heat; there is a risk of electrical shock, radiological, biological, etiological, and chemical exposure. The noise level in this work environment is normally a quiet office but can range to the extreme of sirens, air horns, and explosions.

END



JEFF S. SANDY, CFE, CAMS  
CABINET SECRETARY

State of West Virginia  
Department of Homeland Security  
Division of Administrative Services  
1124 Smith Street, Suite 2100  
Charleston, WV 25301  
(304) 558-2350



MICHAEL V. COLEMAN  
DIRECTOR

March 31, 2022

Via Certified Mail

Upshur County Commission  
38 West Main Street, Room 302  
Buckhannon, WV 26201

**Re: Jail Per Diem Rate**

Dear Commissioners,

This notification letter supersedes the previous letter sent on October 19, 2021, in which we were providing the counties and municipalities the per diem rate change.

*During the 2022 Regular Session of the Legislature, HB4497 was passed and subsequently approved by the Governor on March 28, 2022. This bill affected West Virginia Code §15A-3-16(g) Funds for operations of jails under the jurisdiction of the commissioner. HB4497 revised subsection (g) of said code to extend the statutory per diem cap of \$48.25, paid by counties and municipalities to incarcerate inmates in regional jails, through July 1, 2023.*

Notification letters regarding the jail per diem rate were **previously** sent out to County Commissions and Mayors of those counties and municipalities who are incarcerating inmates in the State's regional jails on October 19, 2021. These notifications advised the receiving officials that *"The State Budget Office is required by law to establish the per diem rate annually based on the three most current years of jail operating expenses. The current per diem rate previously established by the State Budget Office was \$54.13. Due to the passage of HB4497, the per diem rate will remain capped at \$48.25 through July 1, 2023."*

*"If you have any questions, please contact Kimberly Wilson, Manager, Accounts Receivable Unit at 304-414-3432 or by email at Kimberly.S.Wilson@wv.gov."*

Very respectfully,

*Joseph C. Thornton - For*

Michael V. Coleman, Director

cc: Jeff S. Sandy, Cabinet Secretary, Department of Homeland Security  
Betsy Jividen, Commissioner, Division of Corrections and Rehabilitation  
Joseph Thornton, Deputy Director WVDAS  
Michael Cutlip, Deputy Director (Finance) WVDAS  
Bryan Arthur, Assistant Director – Fiscal Operations WVDAS  
Kimberly Wilson, Manager, Accounts Receivable Unit WVDAS  
File



**TRI-COUNTY CHILD EXCHANGE &**  
**VISITATION PROGRAM**  
**SITE SUPERVISOR & MONITOR POSITIONS**

Tri-County Child Exchange & Visitation Program is accepting  
applications for part-time positions:

Site Supervisor \$13.00 / hour - up to 19 hours weekly

Monitor \$10.50 / hour - up to 19 hours weekly

Successful applicants must hold a high school diploma or  
equivalent, general clerical skills, proficient communication  
ability, and detailed observation capabilities.

Applicants must have a professional demeanor that welcomes  
skilled direction to ensure the accurate completion of  
case documentation preservation and dependable  
transportation.

Applications and additional information can be obtained by  
contacting Bethany Kirchberg, Program Coordinator  
at 304-269-8247 or [tricountychildwv@hotmail.com](mailto:tricountychildwv@hotmail.com).

Application and resume can be mailed to:

Tri-County Child Exchange & Visitation Program  
P.O. Box 724  
Weston, WV 26452

Or submitted via email to:

[tricountychildwv@hotmail.com](mailto:tricountychildwv@hotmail.com)

Copier installed 3.18.2022



## **Toshiba MFP Maintenance Agreement**

March 14, 2022

Upshur County Clerk  
40 West Main Street  
Buckhannon, WV 26201  
304-472-1068

### **Maintenance Details for Toshiba 3015AC Copier System:**

- All service and supplies will be billed monthly at \$.0083 per black and white click and at \$.044 per color click. A \$30 monthly minimum required for all black and white clicks. All toner, parts, and labor included (excludes paper and staples). Initial IT set up included.

**Hart Office Solutions also offers Managed IT Services Agreements. If interested, please contact us for a Free analysis and quote.**

### **TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT**

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

*Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.*

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 10%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved from the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

**Customer Name (printed):** Upshur County Clerk

Date: 3-15-2022

Customer Signature (acceptance):

Carl J. Smith

Printed Name: Carl J. Smith

Title: County Clerk



## LEASE AGREEMENT

 1720A Crete Street, Moberly, MO 65270  
 Phone: 800-662-3759, Fax: 800-426-2626

<b>LESSEE LEGAL NAME:</b> Upshur County Clerk				<b>Telephone No:</b> 3044721068	
<b>Billing Address:</b> 40 West Main St, Buckhannon, WV 26201			<b>Equipment Location (if other than Billing Address):</b> 40 West Main St, Buckhannon, WV 26201		
<b>EQUIPMENT DESCRIPTION:</b> (Indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)					
<b>Unit Quantity</b>	<b>Description of Equipment Leased</b>	<b>Make and Type</b>	<b>Model Number</b>	<b>Serial Number</b>	
1	Toshiba E3015AC		E3015AC		
<b>BASE TERM IN MONTHS</b> 63	<b>TOTAL NUMBER OF LEASE PAYMENTS</b> 63 @ \$153.74 (plus taxes)	<b>END OF LEASE PURCHASE OPTION</b>		<b>(a) Advance Payment:</b> \$0.00	
		<input type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input checked="" type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		<b>(b) Security Deposit:</b> \$0.00	
				<b>(c) Documentation Fee:</b> \$95.00	
				<b>Total due a + b + c =:</b> \$95.00	
<b>**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.</b>					

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW:** THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Upshur County Clerk  
 X Carol J. Smith  
 Lessee Authorized Signature  
 Print Name: Carol J. Smith Title: County Clerk  
 E-Mail Address: cjsmith@upshurcounty.org Date: 3-15-2022  
 Tax ID Number: 55-6000406

**PERSONAL GUARANTY:** Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X \_\_\_\_\_ Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 LEAF Capital Funding, LLC By: \_\_\_\_\_





## State and Local Government Addendum

Reference: Application No. 716097

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Upshur County Clerk ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

<b>CUSTOMER: Upshur County Clerk</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: <u>Carol J Smith</u>	By: _____
Print	Print
Name: <u>Carol J Smith</u>	Name: _____
Title: <u>County Clerk</u>	Title: _____
Date: <u>3-15-2022</u>	Date: _____



		CHECK, CASH, COUNTY CLERK OR ONLINE		BUILDING PERMIT		ESTIMATED PROJECT COST		FLOODPLAIN PERMIT PAID		FLOODPLAIN		CONTRACTOR OR PROPERTY OWNER		FLOODPLAIN	
DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	COST	PAID	COST	PAID	COST	PAID	COST	PAID	DESCRIPTION OF PROJECT	CHECK, CASH, COUNTY CLERK OR ONLINE	FLOODPLAIN
3/2/2022	8766	NEW	PERRINE, PATRICK JR	144 HARVEY GOLDEN RD, FRENCH CREEK, WV 26218	\$2,500.00	\$15.00							CAMPER WITH ROOF COVER	CASH	SELF
3/7/2022	8767	NEW	GAUGHAN, STEVEN	3400 PILSON RD, CAMERON, WV 28326	\$100,000.00	\$15.00							1,300 SQ FT THREE BEDROOM ONE AND ONE-HALF STORY HOME	OL	SELF
3/7/2022	8768	154	CUPPARI, CATHERINE	66 E MAIN ST, BUCKHANNON, WV 26201	\$1,100.00	\$15.00							SIDING ON EXISTING BUILDING	CC	SELF
3/7/2022	8769	5428	HEATER, BOBBY J	5810 GLADY FORK RD, BUCKHANNON, WV 26201	\$22,000.00	\$15.00							NEW ROOF, NEW WINDOWS, STEPS AND HANDRAILS ON EXISTING HOUSE	CC	SELF
3/7/2022	8770	6469	HUFFMAN, JACOB C JR	158 KERRIGAN RD, BUCKHANNON, WV 26201	\$4,500.00	\$15.00							12' X 28' STORAGE SHED AND 12' X 20' STORAGE SHED	CHECK	SELF
3/7/2022	8771	NEW	WHITE, GREG AND DIANA	140 HUNTER DR, BUCKHANNON, WV 26201	\$475,000.00	\$15.00							2,400 SQ FT NEW HOME	OL	BCR CONTRACTING LLC, 4703 DUCK CREEK RD, LOST CREEK, WV 26385
3/8/2022	8772	82187	CARPER, JESSIE AND SONYA	2246 WALLACE PIKE, LUMBERTON, WV 26386	\$7,000.00	\$15.00							CAMPER	CASH	SELF
3/8/2022	8773	1984	SAPP, DYLAN	2 MOCKINGBIRD PL, BUCKHANNON, WV 26201	\$9,632.00	\$15.00							SHOWER AND BATHROOM HOME REPAIR	CASH	WOODY HOME REPAIR, 406 NATURAL BRIDGE RD, FRENCH CREEK, WV 26718
3/9/2022	8774	82188	ATKINS, BROOKLYN	42 ORK ST, BUCKHANNON, WV 26201	\$140,000.00	\$15.00							32' X 32' DOUBLE WIDE MOBILE HOME	CASH	CLAYTON HOMES, PO BOX 4098, MARYVILLE, TN 37802
3/14/2022	8775	9509	BROWN, MICHAEL A	654 HUNTER RIDGE RD, CRAWFORD, WV 26343	\$12,000.00	\$15.00							12' X 32' PORTABLE BUILDING	OL	SELF
3/14/2022	8776	81357	SPONSAUGLE, WILLIAM	26 CAMDEN DR, BUCKHANNON, WV 26201	\$5,876.88	\$15.00							RE-ROOF	CHECK	RELIABLE ROOFING, 900 INDUSTRIAL PARK DR, ELKINS, WV 26241
3/15/2022	8777	7091	CALE, JOHN AND AMY	147 CIRCLE DR, BUCKHANNON, WV 26201	\$9,000.00	\$15.00							REPLACE EXISTING TUB WITH ACRYLIC SHOWER AND SURROUND WALL. CONNECT TO EXISTING DRAIN AND SUPPLY LINES.	CHECK	OHIO BATH SOLUTIONS, DBA BATHTITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339
3/15/2022	8778	5383	BURROUGHS, LINDA	580 MARJORIE ANN DR, BUCKHANNON, WV 26201	\$9,093.00	\$15.00							REPLACE EXISTING TUB WITH ACRYLIC SHOWER AND SURROUND WALL. CONNECT TO EXISTING DRAIN AND SUPPLY LINES.	CHECK	OHIO BATH SOLUTIONS, DBA BATHTITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339

<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
\$797,701.88	\$195.00	\$0.00

**UPSHUR COUNTY BUILDING & FLOODPLAIN PERMITS**  
**MARCH 16, 2022 - MARCH 31, 2022**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE		CONTRACTOR OR PROPERTY OWNER
3/16/2022	8779	16575	KOEHL, JEANNIE - FOR CROWN CASTLE USA INC ON BEHALF OF SPRINT	370 MALLORY STATION RD SUITE 505, FRANKLIN, TN 37067	\$22,500.00	\$15.00		OL	ADD (3) ANTENNA; (1) HCS 2.0; (6) RRU AT CL 118' (476 TOWER RD)	WIRELESS SERVICES INC, 51 OSI LANE, BLDG 5, ALLISON PARK, PA 15101
3/17/2022	8780	60068	KOEHL, JEANNIE - FOR CROWN CASTLE USA INC ON BEHALF OF SPRINT	370 MALLORY STATION RD SUITE 505, FRANKLIN, TN 37067	\$23,000.00	\$15.00		OL	ADD (3) AND REMOVE (3) ANTENNAS, ANCILLARY EQUIPMENT AND GROUND EQUIPMENT (247 COAX LN)	OLYMPUS COMMUNICATIONS INC, 1667 STATE RT 39 NW, DOVER, OH 44622
3/22/2022	8781	NEW	CUNNINGHAM, JOSHUA LEE	15 TUGHEVIEW RD, BELMONT, WV 26250	\$2,000.00	\$15.00		CASH	30' IAYCO 2000 TC EAGLE (CAMPER)	SELF
3/23/2022	8782	82190	BRAGG, TIM	PO BOX 172, ADRIAN, WV 26210	\$50,000.00	\$15.00		CHECK	36' X 72' (HOUSE) AND 22' X 42' SHED	SELF
3/25/2022	8783	6262	KODER, ROY	2710 BUSH KUN RD, FRENCH CREEK, WV 26218	\$4,000.00	\$15.00		CASH	REPLACING ROOF	SELF
3/28/2022	8784	80438	WAGONER, JUSTIN	4367 TALLMANSVILLE RD, BUCKHANNON, WV 26201	\$4,037.10	\$15.00		CHECK	OUT BUILDING	SELF
3/28/2022	8785	NEW	H&R LANDS LLC	PO BOX 2654, BUCKHANNON, WV 26201	\$60,000.00	\$15.00		CASH	1,110 SQ FT CAMP	SELF
3/28/2022	8786	923	JENKINS, JANICE	1293 HACKERS CREEK RD, BUCKHANNON, WV 26201	\$4,000.00	\$15.00		OL	METAL ROOF	SELF
3/28/2022	8787	7033	HOOVER, LARRY G	284 RED KNOB RD, BUCKHANNON, WV 26201	\$20,000.00	\$15.00		CASH	NEW ROOF, SIDING AND INSIDE REMODEL ON HOUSE AND GARAGE	SELF
3/30/2022	8788	315	SHORT, TROY E II	417 RED ROCK RD, BUCKHANNON, WV 26201	\$16,000.00	\$15.00		OL	14' X 22' COVERED PATIO; FRONT WALKWAY AND REAR WALKWAY	SELF
3/31/2022	8789	NEW	CASIO, PATRICIA	68 PLATINUM DR, BUCKHANNON, WV 26201	\$5,000.00	\$15.00		CASH	PUT IN A CAMPER AND BUILD A ROOF OVER IT	SELF
3/31/2022	8790	9191	ROBINSON, ARLEY	275 GOULD RD, FRENCH CREEK, WV 26218	\$6,000.00	\$15.00		CASH	60' X 20' POLE BARN	SELF
3/31/2022	8791	80359	HURST, DONALD L JR	1198 RT 20 SOUTH RD, BUCKHANNON, WV 26201	\$55,000.00	\$15.00		CHECK	30' X 80' STORAGE BUILDING	SELF

GRAND PROJECT TOTAL	\$1,069,238.98	GRAND BP TOTAL	\$390.00	GRAND FP TOTAL	\$0.00
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The Upshur County Solid Waste Authority is sponsoring a

# **FREE PAPER SHRED EVENT**



**Date:** Saturday, April 23, 2022  
**Time:** 9:00 a.m. to 12:00 noon  
**Place:** 395 Mud Lick Rd. Buckhannon  
(across from the Transfer Station)



**Don't forget** that this event is being held across from the Recycling Center on Mud Lick Rd due to safety and efficiency issues!

**For more information, contact Director Belinda Lewis  
at (814) 327-5218**

# **Disc Golf Tournament**

**FOR REGISTRATION OR FURTHER INFORMATION  
EMAIL - jacobmiller.pr@gmail.com**

**ENTRY FEE - \$25 (INCLUDES LUNCH)**

• **MAY 28, 2022**

• **SHOTGUN START @ 9 A.M.**

• **PRIZES, RAFFLES AND VARIOUS CONTESTS**

**UPSON COUNTY RECREATIONAL PARK  
300 80 DRIVE DUCHAMMUN, N.Y. 20201**



**100% OF PROCEEDS WILL BENEFIT IMPROVEMENTS  
TO THE UPSHUR COUNTY DISC GOLF COURSE**

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

March 23<sup>rd</sup>, 2022 at 1:00 pm

At James W. Curry Public Library

Call to Order:

Roll Call

Public Comment Period

Approval of October 27<sup>th</sup>, 2021 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

Budget

New Business:

Tractor repairs

Correspondence: Upshur County American Rescue Plan Funds Allocation

Weyerhaeuser Grant Application

Renewal of lease agreement for Brooks Hill Community Building use

Pavilion Mural

James W. Curry Scholarships

Meeting topic schedule

## ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

<b>Meeting</b>	<i>Regular Monthly Meeting</i>	<b>Start Time</b>	<i>5:00 PM</i>
<b>Date</b>	<i>Tuesday, April 5, 2022</i>	<b>Place</b>	<i>P.S.D. Office 133 Fallen Road, Buckhannon</i>
<hr/>			
Meeting Called to Order by Chairperson			5:00 PM
Pledge of Allegiance			
Roll Call Introduce Board of Directors			
Chair/Treasurer-Carey Wagner, Secretary-David Burr, Board Member-Vacant			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes - March 15, 2021 Regular Monthly Meeting			<b>Vote</b>
Treasurer Report/Payment of Bills for April/bal of March Invoices			<b>Vote</b>

### ITEMS FOR DISCUSSION

<b>Phase III Extension Project Update</b>	<b>Vote</b>
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	
Waugh Tank Overflow	
Master Meter Backflow	
Man Door for Attached Storage Building	

### Maintenance Report

### Quick DamageClaim/Lawsuits Updates

**Date & Time of May 2022 Meeting - Monday, May 2, 2022 @ 5:00 pm**

**Adjournment** **Vote**

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

Rough Draft Prepared by Office Manager March 25, 2022  
Prepared by Board Chair and Office Manager March 25, 2022  
Posted and Available to the Public on April 1, 2022



# Notice of Special Public Meeting of Buckhannon Historic Landmarks Commission on April 5th

Randy Sanders <randy.sanders@buckhannonwv.org>

Sat 4/2/2022 7:39 AM

To: City of Buckhannon <buckhannon@buckhannonwv.org>;

Cc: Barbara Hinkle <barbara.hinkle@buckhannonwv.org>; kconaway@therecorddelta.com <kconaway@therecorddelta.com>; Adrian PSD <adrianpsd@outlook.com>; Alice Teets <alice.teets@buckhannonwv.org>; Amanda Hayes <amandahayeswv@gmail.com>; Amberle Jenkins <amby.jenkins@buckhannonwv.org>; Ammie Garman <ammie.garman@buckhannonwv.org>; Alisa Lively <lively\_a@wwwc.edu>; Billie Davidson <billie.davidson@buckhannonwv.org>; Brad Hawkins <streetdept@gmail.com>; Bryson VanNostrand <bryson@vnarch.com>; Carrie Wallace <clwallace@upshurcounty.org>; Chamber of Commerce <info@buchamber.com>; Channel 3 <office@ch3buckhannon.com>; Chris Garrett, R.S. <William.c.garrett@wv.gov>; CJ Rylands <cjmbuc@cebridge.net>; David McCauley <mccauley@wwwc.edu>; Debora Brockleman <debora.brockleman@buckhannonwv.org>; Doug Loudin <dougloudin@buckhannonpolice.com>; Elissa Linger <elissalinger@millers@yahoo.com>; Elkins Road PSD <elkinsrdpsd@frontier.com>; Helen Echard <helen.echard@buckhannonwv.org>; Hodgesville & Tennerton PSD <hodgesvillepsd@frontier.com>; Holly Gregory <holly.gregory@buckhannonwv.org>; J B Kimble <buckfire1153@gmail.com>; Jack Reger <jack.reger@buckhannonwv.org>; Jay Hollen <jay.hollen@buckhannonwv.org>; JB Kimble <jb.kimble@buckhannonwv.org>; Jeff Wamsley <wamsleyjeff60@gmail.com>; Jennifer Bostian <jen@upshurda.com>; Jerry Arnold <jarnold.buckhannon@gmail.com>; Jerry Arnold <jerry.arnold@buckhannonwv.org>; Kathy Holt <kathy.holt@buckhannonwv.org>; Katie Kuba <katie@mybuckhannon.com>; Kelly Arnold <kelly.arnold@buckhannonwv.org>; Kristie Tenney <kgtenney@upshurcounty.org>; Laura Meadows <lmeadows@visitbuckhannon.org>; Matt Gregory <mattgregory@buckhannonpolice.com>; Monica Zalaznik <monica@mybuckhannon.com>; My Buckhannon.com <news@mybuckhannon.com>; Pamcuppari <pamcuppari@aol.com>; Parris Freeman <freeman\_pj@wwwc.edu>; Randy Sanders <randy.sanders@buckhannonwv.org>; Record Delta <news@therecorddelta.com>; Record Delta office <office@therecorddelta.com>; Robbie Skinner <robbie\_skinner@buckhannonwv.org>; Rodney Irvin <rodjr@upshurcomputers.com>; Sam Ludlow <sam.ludlow@buckhannonwv.org>; Sam Nolte <srnolte@upshurcounty.org>; Shelia Sines <ssines1727@gmail.com>; Stockert Youth <stockertyouth@gmail.com>; Tara Kennedy <tkennedy@therecorddelta.com>; Terry Cutright <tbcutright@upshurcounty.org>; Teresa Summers <teresa.summers@buckhannonwv.org>; The Intermountain <jhowell@theintermountain.com>; Tim Reese <tsrod@aol.com>; Tim Smith <timsmith@buckhannonpolice.com>; Tom Oneill <tom.oneill@buckhannonwv.org>; Tabatha Perry <trperry@upshurcounty.org>; Vincent Smith <vincent.smith@buckhannonwv.org>; Debra Poling <dapoling@k12.wv.us>; Kimbra Wachob <klwachob@upshurcounty.org>; Randy Hardman <randy.hardman@k12.wv.us>; Family Dental <bfdental@suddenlinkmail.com>; WVWV <press@wwwc.edu>; Stephanie Bennett <stbennet@k12.wv.us>; Jodie Akers <jakers@k12.wv.us>;

April 2, 2022, BUCKHANNON, WV: The Buckhannon Historic Landmarks Commission will hold a [special public meeting on Tuesday, April 5, 2022 at 6:00 pm in](#) the City Council Chambers at City Hall, [70 East Main Street, Buckhannon WV 26201](#).

**Special guest will be Meredith Dreistadt, from the West Virginia State Historic Preservation Office.**

To participate in the meeting virtually, join the meeting from your computer, tablet or smartphone at <https://global.gotomeeting.com/join/297588861>. You can also dial in using your phone United States: **+1 (408) 650-3123** Access Code: 297-588-861.

The purpose of the meeting is to discuss the following items:

- Residential Design Criteria Guidelines for the Buckhannon Historic District
- Information and Resources on Guidance to Repair Historic Properties
- Grant Opportunities for Historic Properties

This is an open meeting (*per WV code § 6-9A-3*) and all interested parties are welcome to attend.

**Randy Sanders**

City of Buckhannon, WV

City Recorder & Information Coordinator

Chairman of WAMSB 2023 Organizing Committee

City Hall - 304/472-1651

Cell - 304/472-4026



APRIL 6, 2022 AT 6 P.M.  
BANKS DISTRICT VOLUNTEER FIRE DEPARTMENT

# SUBA MEETING

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WITH GUEST SPEAKER

**JENNIFER BOSTIAN**

EXECUTIVE DIRECTOR OF  
UPSHUR COUNTY  
DEVELOPMENT AUTHORITY



**City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, April 7, 2022**

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Please join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693>  
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- A. Call to Order**
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests**
  - B.1 Upshur County Development Authority-Executive Director Jennifer M. Tanner-Bostian, MBA
  - B.2 Buckhannon Upshur Chamber of Commerce-Tammy Reger
  - B.3 Dennis Cortes-Upshur County Parks & Recreation Board
- C. Department & Board Reports**
  - C.1 Public Works Director- Jerry Arnold
  - C.2 Finance Director- Amberle Jenkins
  - C.3 Fire Chief- JB Kimble
  - C.4 City Attorney- Tom O'Neill
- D. Correspondence & Information**
  - D.1 Lay the Levy on Tuesday, April 19, 2022 at 9:00AM
  - D.2 Extension of Letter Agreement Use of Space at 16 Factory Street by WVWC
  - D.3 Mayor Skinner Congratulates St. Joseph's Hospital on 100<sup>th</sup> Anniversary
  - D.4 Notice of Public Auction 39 Sedgwick Street & 31 Upper Drive
  - D.5 FOIA Request from SmartProcure for Employee Contact Information & Kenneth Wood for BPD Records
  - D.6 WV Municipal League Annual Conference-Morgantown WV-August 2-5, 2022
  - D.7 Ethics Newsletter by the WV Ethics Commission -April 2022
- E. Consent Agenda**
  - E.1 Approval of Minutes -Regular Meeting 03/03/22, 03/17/22; Special Budget Work Sessions 02/25/22, 03/02/22, 03/11/22
  - E.2 Approval of Building and Wiring Permits
  - E.3 Approval of Payment of the Bill
- F. Strategic Issues for Discussion and/or Vote**
  - F.1 Approval to Support Leadership Upshur, Financial Sponsorship & Use of the City's Logo on the Marketing Material
  - F.2 Approval to Support Buckhannon-Upshur Chamber of Commerce Annual Awards Event-\$1,000 Sponsorship
  - F.3 Approval Request Financial Funding for the 2022 & Use of COB Public Safety Complex Training Room for Almost Heaven BBQ Rib Fest Competition
  - F.4 Appointment of the Revenue Review Committee
  - F.5 Approval Membership, Dues \$35 & Appointment to (BURMA) Buckhannon Upshur Retail Merchants Association
  - F.6 Police Civil Service Commission Recommendation of Top 3 Candidates to Council for Consideration of Hiring & to Set Date of Interviews for Position of Probationary Police Officer
  - F.7 Approval Ordinance No. 456 Establishment of the Buckhannon Parks and Recreation Board of Directors 1<sup>st</sup> Reading
  - F.8 Waste Collection Board Recommendation Placement of a Dumpster Enclosure in Lot #3
  - F.9 Approval Waterline Upgrade at the Site of the Future Fire Training Center at 444 Mudlick Road
  - F.10 Approval of Task Orders for City Projects Engineering and Design to be Conducted by Potesta:
    - Tennerton Water Storage Tank Painting to be paid by ARPA Funds
    - Tennerton Booster Station Site Improvements to be paid by ARPA Funds
    - SYCC Conceptual Design for Multi-Use Facility to be paid by General Fund
    - Jawbone Hydrology Study to be paid by General Fund
    - Taylor Street Sanitary Sewer Design to be paid by ARPA Funds
    - Taylor Street Storm Sewer Design to be paid by ARPA Funds
    - N. Locust Street Sanitary Sewer Design to be paid by ARPA Funds
    - Miscellaneous Tasks as Directed by the City of Buckhannon to be paid by fund in charge of the project
  - F.11 Approval to Appoint Randall Sanders to the Upshur County Firefighter Association Committee to Address Staffing & Issues within the Volunteer Fire Departments
- G. Comments and Announcements**
  - G.1 Pamela Bucklew
  - G.2 C J Rylands
  - G.3 David Thomas
  - G.4 Jack Reger
  - G.5 Shelia Lewis-Sines
  - G.6 Randall Sanders

**H. Mayor's Comments and Announcements**

**I. Adjournment**

Posted 04/04/2022      Next Regular Scheduled City Council Meeting Thursday, April 21, 2022