

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call
- Date of Meeting: September 9, 2021
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - August 26, 2021
 - September 1, 2021 – Emergency Meeting
- 9:15 a.m. Robin Keough on behalf of Luv4Animals – Request for use of \$3,000 of spay/neuter funds to supplement project initiatives
- 10:00 a.m. Property inspections
- 1:00 p.m. Consider the request by an heir for removal of Zelma Gibson as the Personal Representative for the Estate of Denzil Lewis, deceased. Under separate cover

Items for Discussion / Action / Approval:

1. Withdraw the local State of Emergency declared during the Emergency Commission Meeting conducted on September 1, 2021. *
[Page 5-6](#)
2. Request from Pastor J. Edward McDaniels to use the Courthouse steps/plaza for a county wide worship service and walk on September 19, 2021 at 3:30 p.m. A certificate of Liability Insurance will be provided.*
[Page 7](#)
3. Approval and signature of a Memorandum of Understanding between Volunteer West Virginia and the Upshur County Department of Homeland Security and Emergency Management. This agreement pertains to the Community Emergency Response Team (CERT) Program. *
[Page 8-9](#)
4. Review and signature of correspondence to Ryan Halsey, Project Manager, enclosing Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$6,433.52. This is for Request for Funds #23. *
[Page 10-27](#)
5. Approval and signature of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-54-0039-037-2021 for the Upshur County Regional Airport. The grant award is in the sum of \$61,394 to be used to reimburse the Airport Authority for a portion of the cost incurred for the construction of two 100' x 100' box hangars. *
[Page 28-71](#)
6. Approval and signature providing Lumos Networks of WV, Inc. dba Segra access to BCN Telecom Project Sites. This consent is needed in order for an upgrade to be completed to the judiciary's internet access.*
[Page 72](#)

7. Approval of Public Notice of Proposed Relocation of Precinct 9 from the Courthouse Annex to City Hall. Public Notice to be advertised as a Class II-0 legal advertisement in the Record Delta, the Inter-Mountain and My Buckhannon for two consecutive weeks as per WV Code §59-3-1 (a)(3). *

[Page 73](#)

8. Approval and signature of Pitney Bowes State and Local Fair Market Value Lease(s) for a term of 60 months in the monthly amount of \$413.95, billed quarterly at \$1,241.85. *

[Page 74-78](#)

9. Approval and signature of the esri renewal quote in the amount of \$4,450 for term period October 1, 2021 to September 30, 2022. Of this amount, \$1,200 is to be paid by the Assessor's Revaluation Fund. *

[Page 79-80](#)

10. Memo from Carrie L. Wallace, County Administrator, requesting the employment of Adam Brumley as Upshur County Parks and Recreation Facilities Director effective September 12, 2021, without advertisement pursuant to the Appointment Procedures Policy within the Upshur County Employee Handbook of Personnel Guidelines. *

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 Jerry Arnold, Director of Public Works for the City of Buckhannon, requesting the use of the County's E911 Addressing and Mapping Arc GIS addressing and centerline shape files. The request has since been granted.

[Page 81](#)

2. Correspondence from Nofertary Fofana, Grants Management Specialist for the US Department of Justice Office of Community Oriented Policing Services, pertaining to the completed desk review on SVPP Awards #2018SVWX0089 and #2020SVWX0033.

[Page 82-83](#)

3. WV Legislature's Joint Committee - Dates, Procedures Set for Joint Committee on Redistricting Virtual Public Hearings – Congressional District 2: Upshur County will be held September 21st from 6 p.m. to 8 p.m.

[Page 84-86](#)

4. Upshur County Sheriff's Financial Statement for period ending July, 2021

[Page 87-89](#)

5. Upshur County E911 Communication Reports – August, 2021

[Under separate cover](#)

- Monthly Department Summary Report
- Monthly Wrecker Report
- YTD Wrecker Report

6. Public Notices:

a) Newsletters and/or Event Notifications:

- Upshur County Schools – Vision of the Future – Public Meetings

[Page 90](#)

b) Agendas and/or Notice of Meetings:

- | | | |
|-------------------------------|-------------------|----------------------------|
| • James W. Curry Library/Park | August 25, 2021 | Page 91-92 |
| • City Council of Buckhannon | September 2, 2021 | Page 93 |
| • Elkins Road PSD | September 7, 2021 | Page 94 |

Meeting Minutes:

- | | | |
|---|------------------|------------------------------|
| • Upshur County Farmland Protection Board | January 13, 2021 | Page 95-96 |
| • Upshur County Farmland Protection Board | March 16, 2021 | Page 97-99 |
| • Upshur County Family Resource Network | May 10, 2021 | Page 100-101 |
| • Upshur County Farmland Protection Board | May 20, 2021 | Page 102-103 |
| • Upshur County Farmland Protection Board | June 22, 2021 | Page 104-105 |
| • James W. Curry Library/Park | June 23, 2021 | Page 106-107 |
| • Elkins Road PSD | July 6, 2021 | Page 108-109 |
| • Upshur County Family Resource Network | July 12, 2021 | Page 110-111 |
| • James W. Curry Library/Park | July 28, 2021 | Page 112 |

c) Meetings:

- | | |
|-----------------------|---|
| • 09/07/21 5:00 p.m. | Elkins Road PSD |
| • 09/07/21 4:00 p.m. | Hodgesville PSD |
| • 09/02/21 7:00 p.m. | Banks District VFD |
| • 09/16/21 7:00 p.m. | City Council of Buckhannon |
| • 09/02/21 7:00 p.m. | Selbyville VFD |
| • 09/13/21 12:00 p.m. | Upshur County Family Resource Network |
| • 09/13/21 4:30 p.m. | Upshur County Solid Waste Authority |
| • 09/13/21 5:30 p.m. | Buckhannon-Upshur Recreational Park Advisory Board |
| • 10/18/21 6:00 p.m. | Lewis-Upshur Community Corrections Board – Upshur Co. |
| • 09/14/21 7:30 p.m. | Adrian VFD |
| • 11/04/21 6:00 p.m. | Buckhannon-Upshur Board of Health |
| • 09/14/21 7:00 a.m. | Upshur County Development Authority –Executive Board |
| • 09/08/21 12:00 p.m. | Upshur County Senior Center Board |
| • 09/08/21 3:00 p.m. | Upshur County Conventions & Visitors Bureau |
| • 09/14/21 7:00 p.m. | Warren District VFD |
| • 09/02/21 3:00 p.m. | Adrian PSD |
| • 09/08/21 3:00 p.m. | Tennerton PSD |
| • 09/09/21 3:00 p.m. | Upshur County Safe Sites & Structures Enforcement Board |
| • 09/09/21 7:30 p.m. | Buckhannon VFD |
| • 09/13/21 4:00 p.m. | Buckhannon Upshur Airport Authority |
| • 09/16/21 6:30 p.m. | Upshur County Youth Camp Board |
| • 09/12/21 6:00 p.m. | Washington District VFD |
| • 09/20/21 12:00 p.m. | Buckhannon-Upshur Chamber of Commerce |
| • 09/15/21 4:00 p.m. | Upshur County Public Library Board |
| • 09/17/21 10:00 a.m. | Wes-Mon-Ty Resource Conservation & Development Council |
| • 09/28/21 6:30 p.m. | Upshur County Fire Board, Inc. |
| • 09/28/21 5:00 p.m. | UC Enhanced Emergency Telephone Advisory Board |

- 09/08/21 7:00 p.m. Ellamore VFD
- 09/15/21 12:00 p.m. Lewis Upshur LEPC
- 09/16/21 6:00 p.m. Upshur County Farmland Protection Board
- 09/27/21 7:00 p.m. Upshur County Fire Fighters Association
- 09/08/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 10/27/21 1:00 p.m. James W. Curry Advisory Board
- 10/25/21 12:00 p.m. Region VII Planning & Development Council

7. Appointments Needed or Upcoming:

- Upshur County Fire Board (7/1/2021-6/30/2024) – Fire Association Representative
- Upshur County Farmland Protection Board (7/1/21-6/30/25) – Farm Bureau Representative
- Upshur County Fire Board (unexpired term 6/30/22) – Community Representative – 1st Mag. District
- Wes-Mon-Ty Resource Conservation & Development (7/1/2021 – 6/30/2023) -- County Commission
- Safe Sites & Structures Enforcement Agency (6/30/2022) – Community Representative

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

Tabled Items

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

1. Ty Landis, Youth Environmental Club – Presentation of proposed amphitheater renovation project at the Upshur County Recreational Park (tabled 7/29/21)
2. Bid award – COPS Grant #2020-SVWX-0033 Notification System Upgrade Project (tabled 8/12/21)

**Next Regular Meeting of the Upshur County Commission
September 16, 2021 --- 9:00 a.m.
Upshur County Courthouse Annex**

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

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

TDD Numbers
Business: 472-9550

STATE OF EMERGENCY DECLARATION

Upshur County, West Virginia September 1, 2021

WHEREAS, on August 29, 2021, the Governor of West Virginia declared that a State of Preparedness exists in West Virginia and its counties with regard to the threat posed by the remnants of Hurricane Ida; and,

WHEREAS, on August 31, 2021, the Governor of West Virginia declared that a State of Emergency exists in and continues through all of West Virginia and its counties and will remain in effect for thirty days unless earlier terminated by subsequent Proclamation; and,

WHEREAS, excessive rainfall is predicted and will likely create the possibility of flash flooding throughout Upshur County; and,

WHEREAS, the Buckhannon River was last measured at 7 feet at approximately 9:45 a.m. today; and,

WHEREAS, the Buckhannon River is expected to crest at 19 feet 7 inches at approximately 5:00 p.m. this evening; and,

WHEREAS, local government has the responsibility to protect the public health, safety, welfare, and property and to mitigate the effects of such events; and,

WHEREAS, the Upshur County Commission finds that the potential of flash flooding is a threat to public safety in Upshur County and takes every precaution in order to prepare for the worst-case scenario; and,

NOW, THEREFORE, the Upshur County Commission finds and declares that, a local State of Emergency exists in Upshur County, West Virginia and hereby reserves the right to activate the Upshur County Emergency Operations Plan and activate the operation of the Upshur County Emergency Operations Center for the coordination of information and resources, at the discretion of the Commission President.

Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Chapter 15 Article 5 of the West Virginia Code.

All public offices and employees of Upshur County are hereby directed to exercise the utmost diligence in the discharge of duties required by them for the duration of the emergency and in execution of emergency laws, regulations, and directives.

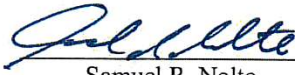
All citizens are called upon and directed to comply with necessary emergency measures, to

cooperate with public officials and emergency management forces in executing emergency operations plans and to obey and comply with the lawful direction of properly-identified officers.


All operating forces will direct their communications and requests for assistance and new operations directly to the Emergency Operations Center at (304) 472-4983.

This State of Emergency Declaration shall remain in effect until lifted by action and authority of the Upshur County Commission.

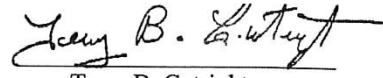
In witness, we have hereunto set our hand this 1st day of September, 2021.



Samuel R. Nolte
Commissioner



Kristie G. Tenney
Commission President



Terry B. Cutright
Commissioner

UPSHUR COUNTY ~ APPLICATION FOR COMMUNITY USE OF BUILDINGS, EQUIPMENT AND GROUNDS

INSTRUCTIONS:

1. All information must be furnished before application can be processed.
2. Application must be filed with the County not less than ten (10) working days before intended use.

Organization Christian Fellowship Church Location Requested Courthouse Plaza
 Address 56 Fellowship Way, Bkn Date Application Filed 9/7/21
 Contact Person Pastor J. Edward McDaniels Office Phone 304-677-6077
 (Present Duration of Rental)
 Address ed.mcdaniels@gmail.com Home Phone _____
 Date(s)/Time(s) of Activity 9/19/21 3:30 pm - ?
 Type of Activity Prayer Walk
 Special Equipment Desired: N/A
 Names of Performing Groups (if not your group) other local churches

The undersigned and the above-named organization, jointly and severally, agree to be responsible for the terms of this agreement, including the payment of all expenses associated with the event, damages to premises and further agree to indemnify and hold Upshur County, its agents, servants, and employees harmless from any legal liability, injury or damage to any person or property in connection with the use of the County property. The undersigned certifies that he/she has read and understands the rules and regulations of the Upshur County for Community Use of County Property and that such rules and regulations will be enforced. The Upshur County must be named as an additional insured on the Organization's general liability policy with a minimum \$1,000,000 limit of general liability coverage. A Certificate of Insurance naming the Upshur County Commission as an "additional insured" must be provided with this application.

Name of Group/Organization	Signature of Contact Person	Position	Date
Christian Fellowship Church	Pastor		9/7/21

Certificate of Insurance Attached Yes / No

County Named Add'l Insured Yes / No

Expiration Date _____

<p>Following the activity, a facility/grounds inspection will occur. The renter is responsible for any damage or vandalism that did occur during the duration of the activity.</p>
--

Approved _____ Disapproved _____

Approved By:



Memorandum of Understanding

BETWEEN

VOLUNTEER WEST VIRGINIA

(the state's commission for national and community service)

AND

CERT PROGRAM INFORMATION	CERT PROGRAM INFORMATION, cont'd
Organization Name Upshur County Dept of Homeland Security and Emergency Management	Contact Name Carrie Wallace or Tabatha Perry
Address 91 W. Main St., Suite 101	E-MAIL dhsem@upshurcounty.org
City Buckhannon	PHONE 304-472-0535
State & Zip WV, 26201	FAX 304-472-2802

As part of Volunteer West Virginia's Disaster Services program, Community Emergency Response Training (CERT) is encouraged in communities throughout the state. CERT strengthens the capacity of disaster volunteers to support first responders and help their neighbors in an emergency. In addition, CERT elevates the level of individual, family, and neighborhood preparedness for disasters of all kinds.

Purpose of Agreement: To ensure proper reporting and collection of CERT volunteer hours and activities; allow for volunteer recognition; ensure proper use of funding and materials; create a statewide list of CERT trained volunteers; and aid in standardization of basic CERT Training delivery.

CERT Program Managers will:

- ONLY utilize an approved CERT Trained Instructor to deliver FEMA's Basic CERT Course. See WV CERT Program Approval Policy for training requirements.
- Ensure that CERT trained volunteers deploy only under the direction of their sponsor agency.
- Sign and submit this Memorandum of Agreement (MOU) with Volunteer West Virginia. *In the event said CERT program leadership changes, the program must submit a new MOU with proper signatures.*
- *Submit monthly CERT reports to Volunteer West Virginia for data collection purposes to capture CERT volunteer hours and activities, such as preparedness outreach and education, trainings, exercises, meetings, community service, drills and/or deployments.
- Annually:
 - Register (1x) their CERT Program information on the National CERT website and update yearly.
 - Conduct one Basic CERT Training Course (FEMA's standard curriculum).
 - Participate in one multi-agency exercise or conduct one CERT drill or exercise.

CERT Program Managers and/or CERT Training Coordinators will:

- Ensure that CERT kits or other materials are distributed only to those who complete the CERT Course and are used appropriately.
- *Submit CERT Class Graduate Roster to Volunteer West Virginia upon CERT Course completion.

***ALL CERT Report forms will be provided by Volunteer West Virginia**



Memorandum of Understanding, cont'd

Volunteer West Virginia will:

- Collect and maintain contact information for CERT graduates and instructors.
- Approve and assist with CERT on-line registrations and updates on the [CERT National Registry](#).
- Communicate with program managers regarding federal guidance, program management, and other related information.
- Provide emergency preparedness materials upon request.
- Provide instructor support for trainings and other material or logistic support as funding allows.
- Provide access to online information and resources to include CERT program templates and information, local and state trainings, and other emergency preparedness information via our [ReadyWV](#) website. See our [ReadyWV Toolkit](#) for outreach and education materials.
- Provide volunteer management resources and support.

The CERT trainer is responsible for providing training to suitable, interested disaster volunteers. Volunteer West Virginia does not provide direct service to communities. Instead, we develop communities by building volunteer leader and organization skills to grow and sustain strong programs. In no event shall Volunteer West Virginia and/or its agents be liable for any damages whatsoever, whether based on contract, tort, negligence, strict liability or otherwise, for any of the services that it provides pursuant to the terms of this Agreement. If you are dissatisfied with any portion of the services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the services.

Kristie G. Tenney, Commission President

Hawley Carlson, Executive Director

Name of Sponsor Agency's Authorized Official

Signature (in BLUE ink) 9/9/21 Date

Signature Date

Mail original copy of MOU to:

Volunteer West Virginia
Attn: Disaster Services Program
600 Capitol Street
Charleston, WV 25301



Revised April 2019

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

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

TDD Numbers
Business: 472-9550

September 9, 2021
CDBG Project Manager
West Virginia Development Office
1900 Kanawha Boulevard East
Building 3, Suite 700
Charleston, WV 25305-0311

**RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements
Small Cities Block Grant Project #16SCBG0008
Request for Funds #23**

Dear Mr. Halsey:

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

1. **Engineering**—Engineering services and inspection continue on-site as construction occurs. Amount requested is \$4,353.52.
2. **Construction**— Construction contracts #3 and #4 continues with remainder of cleanup and construction, with contract #3 (AJ Burk) being approximately 93% complete and Contract #4 (Chojnacki) being approximately 85% complete. Amount requested is \$1,530.00.
3. **Administration**— Region VII continues to assist Elkins Road PSD and Upshur County Commission as construction continues. Amount requested is \$0.00.
4. **Permits/Fees**- WV DEP requires annual permit fees relating to the project. Amount requested is \$550.00.

The total amount of this request is \$6,433.52. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Kristie G. Tenney
President

Enclosure

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

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

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

Project Name	Elkins Road PSD Phase III Water System Improvements			Project #	16SCBG0008	
Invoice #	173858-23			% of CDBG Funds Expended	86%	
Time Period Covered by this Request:				06/01/2021	To:	09/09/2021
Amount of CDBG Funds on hand at the time of this Request					\$	-
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 77,462.84	\$ 64,215.58	\$ -	\$ 64,215.58	\$ 19,433.65	\$ 13,247.26
Admin Direct Costs		\$ 42,033.42	\$ -	\$ 42,033.42	\$ 12,654.08	
Admin Indirect Costs		\$ 22,182.16	\$ -	\$ 22,182.16	\$ 6,779.57	
Accounting	\$ -	\$ -	\$ -		\$ -	
Arch/Engineering	\$ 341,172.00	\$ 260,986.66	\$ 4,353.52	\$ 265,340.18	\$ 248,694.29	\$ 75,831.82
Land Acquisition	\$ -	\$ -	\$ -		\$ -	
Construction	\$ 1,057,423.17	\$ 962,550.90	\$ 1,530.00	\$ 964,080.90	\$ 962,550.90	\$ 93,342.27
Permits/Fees	\$ 23,941.99	\$ 2,000.00	\$ 550.00	\$ 2,550.00	\$ 2,000.00	\$ 21,391.99
Legal	\$ -	\$ -	\$ -		\$ -	
Planning		\$ -	\$ -		\$ -	
SUB-TOTAL:	\$ 1,500,000.00	\$ 1,289,753.14	\$ 6,433.52	\$ 1,296,186.66	\$ 1,232,678.84	\$ 203,813.34
Less Income				\$ -		
TOTAL:	\$ 1,500,000.00	\$ 1,289,753.14	\$ 6,433.52	\$ 1,296,186.66	\$ 1,232,678.84	\$ 203,813.34

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

September 9, 2021

Date

Kristie G. Tenney, Upshur County Commission

Printed Name of Chief Elected Official

*Copies of Invoices Required
Invoice Summary Forms Required*

v1.12.2021

CDBG Invoice Summary-Engineering

Period Covered by Request

06/01/21-09/09/21

Vendor		Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group LTD	0019299	Professional Services from June 27, 2021 to July 24, 2021	7/31/2021	\$ 4,353.52
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 4,353.52

NOV 24-2021 09:43 AM ELKINSROADPSD

3044722028

P. 02/04

Elkins Road PSD

AUG 23 2021

RECEIVED

INVOICE 

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

July 31, 2021

Project No: 0000007006.00

Invoice No: 0019299

Project 0000007006.00 Elkins Road PSD-Phase III WSI
Re: Elkins Road PSD Phase III WSI
Professional Services from June 27, 2021 to July 24, 2021
Fee

Billing Phase	Fee	Percent Complete	Earned
Study & Report Phase	65,000.00	100.00	65,000.00
Preliminary Design	154,400.00	100.00	154,400.00
Final Design	205,600.00	100.00	205,600.00
Bidding & Contracting	25,700.00	100.00	25,700.00
Bidding & Contracting- Amendment No. 3	15,000.00	100.00	15,000.00
Construction Phase	128,300.00	90.00	115,470.00
Surveying Services	7,500.00	100.00	7,500.00
Surveying-Amendment No. 2	7,500.00	75.2805	5,646.04
Financing Services	3,500.00	100.00	3,500.00
Financing Services- Amendment No. 2	1,675.00	100.00	1,675.00
Record Drawings	15,000.00	0.00	0.00
PSC Services	2,325.00	100.00	2,325.00
Geotechnical Engineering Services	5,000.00	100.00	5,000.00
Geotechnical-Amendment No. 2	3,740.00	100.00	3,740.00
Resident Construction Observation	537,000.00	58.4565	313,911.16
** Tank Inspection	4,700.00	100.00	4,700.00
Total Fee	1,181,940.00		929,167.20
		Previous Fee Billing	914,655.48

\$ 4,353.52 - CDBG

\$10,158.20 - IJDC

\$14,511.72 - Total

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

Chapman Technical Group/GRW | engineering | architecture | landscape architecture | geospatial

AUG-24-2021 09:43 AM ELKINSROADPSD

3044722028

P. 03/04

INVOICE

Project	0000007006.00	Elkins Road PSD-Phase III WSI	Invoice	0019289
		Current Fee	14,511.72	
		Billing		
		Total Fee		14,511.72
		Total this invoice		\$14,511.72

Outstanding Invoices

Number	Date	Balance
0019197	5/31/2021	33,194.97
0019245	6/30/2021	7,779.60
Total		40,974.57

Billing Note:

SCBG Eligible (30%) \$4,353.52

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

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

AUG-24-2021 09:43 AM ELKINSROADPSD

3044722028

P.04/04

INVOICE

Chapman Technical Group

Invoice Detail

INVOICE NO. 19299**INVOICE DETAIL - June 27, 2021 through July 24, 2021.****CONSTRUCTION OBSERVATION**

Basic Fee: \$537,000.00

Charles Cash 112.0 x \$80.00 = \$ 8,960.00

Jeremy Hopson 41.0 x \$80.00 = \$ 3,280.00

Reimbursable Expenses = 2,271.72

\$ 14,511.72

Amount Earned Construction Observation

\$ 313,911.16

Amount Previously Invoiced

299,399.44

Amount Due this Invoice Construction Observation

\$ 14,511.72

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

CDBG Invoice Summary-Permits & Fees

Period Covered by Request

06/01/21-09/09/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	DEP, Division of Water and Waste Management	00449178	Groundwater Protection Fee/WVNPDES Annual Permit Fee	07/06/2021	\$ 550.00
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
PERMITS/FEES TOTAL					\$ 550.00



Division of Water and Waste Management

PHONE: (304) 926-0499 ext 41195

FAX: (304) 926-0481

Department of Environmental Protection
Division of Water and Waste Management
(TRES/RPD)
PO Box 364
Charleston, WV 25322

CAREY WAGNER
ELKINS ROAD PSD
4536 OLD ELKINS RD
BUCKHANNON, WV 26201

Elkins Road PSD

JUL 12 2021

RECEIVED

INVOICE NO: 00449178

Invoice Date: 07/06/2021

Remit By: 08/05/2021

PLEASE
PAY THIS
AMOUNT **\$550.00**

Permit / ID No.	Anniversary Date	Description	Facility	Quantity	Unit Rate	Extension
WVR110317	08/14/2019	Groundwater Protection Fee	Phase III Water System Extension	1	50.00	\$50.00
	08/14/2019	WVNPDES Annual Permit Fee	Phase III Water System Extension	1	500.00	\$500.00
PLEASE PAY THIS AMOUNT >>>>						\$550.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

ELKINS ROAD PUBLIC SERVICE DISTRICT
REVENUE FUND ACCOUNT
4536 OLD ELKINS ROAD
BUCKHANNON, WV 26201
(304) 472-3008

CHASE BANK
CHARLESTON, WV 25301

16242

69-36-519

7/27/2021

PAY TO THE
ORDER OF

DEP DIV OF WATER & WASTE MGMT

\$ **550.00

Five Hundred Fifty and 00/100*****

DOLLARS

DEP DIV OF WATER & WASTE MGMT
PO BOX 364
CHARLESTON WV 25322

VOID AFTER 180 DAYS

[Signature]
[Signature]
AUTHORIZED SIGNATURE

MEMO: INV 00449178

⑈016242⑈ ⑆051900366⑆ 402001330⑈

ELKINS ROAD PUBLIC SERVICE DISTRICT • REVENUE FUND ACCOUNT
DEP DIV OF WATER & WASTE MGMT
PHASE III INV 00449178

7/27/2021

16242
550.00

CHECK ACCT 1330 INV 00449178

550.00

CDBG Invoice Summary-Construction

Period Covered by Request

06/01/21-09/09/21

	Vendor	Invoice #	Description	Inv Date	\$
1.	A.J. Burk, LLC.	11	Application for Payment #11 for 06/12/2021 to 08/13/2021	8/20/2021	\$ 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. 11

Application Period: 06-12-21 to 08-13-21		Application Date: 8/20/2021	
To (Owner):	Elkins Rd PSD	Via (Engineer):	
Project:	Water Distribution System Phase III	Contract #3	
Owner's Contract No.:	201233	Engineer's Project No.:	7006

Application For Payment Change Order Summary

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

1. ORIGINAL CONTRACT PRICE..... \$ 1,530.00 - CDBG
2. Net change by Change Orders..... \$ 187,034.02 - IJDC
3. Current Contract Price (Line 1 + 2)..... \$ 1,717,034.02
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimate)..... \$ 1,717,034.02
5. RETAINAGE:
a. 2.5% X \$1,717,034.02 Work Completed..... \$ 42,925.85
b. 0% X \$ 0
c. Total Retainage (Line 5a + Line 5b)..... \$ 42,925.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,674,108.17
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,518,564.02
8. AMOUNT DUE THIS APPLICATION..... \$ 155,544.15
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimate + Line 5c above)..... \$ 155,544.15

Contractor's Certification

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

Contractor Signature: [Signature] Date: 8/20/2021

Payment of: \$ 155,544.02
(Line 8 or other - attach explanation of the other amount)
is recommended by: Robert G. Bell (Engineer) 8-26-21 (Date)
Payment of: \$ (Line 8 or other - attach explanation of the other amount)
is approved by: (Owner) (Date)
Approved by: Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 1 of 2

Progress Estimate - Unit Price Work										Contractor's Application									
For (Contract): Contract #3					Application Number: 11														
Application Period: 06-12-21 to 08-13-21					Application Date: 8/20/2021														
Item					Contract Information														
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	C	D	E	F	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)							
35	6" STEEL CASING, OPEN CUT	65	LF	\$85.00	\$5,525.00	65		\$5,525.00		\$5,525.00	100.0%								
36	2" GATE VALVE W/ VALVE BOX	2	EA	\$950.00	\$1,900.00	2		\$1,900.00		\$1,900.00	100.0%								
37	TANDDEM WATER METER ASSEMBLIES	18	EA	\$1,250.00	\$22,500.00	15		\$18,750.00		\$18,750.00	83.3%	\$3,750.00							
38	3/4" DIA. COPPER SERVICE LATERAL	437	LF	\$16.00	\$6,992.00	227		\$3,632.00		\$3,632.00	51.9%	\$3,360.00							
39	3/4" DIA. COPPER SERVICE LATERAL, BORED	148	LF	\$24.00	\$3,552.00	117		\$2,808.00		\$2,808.00	79.1%	\$744.00							
40	BLOW OFF ASSEMBLY	2	EA	\$2,000.00	\$4,000.00	2		\$4,000.00		\$4,000.00	100.0%								
41	AIR/VACUUM RELEASE VALVE ASSEMBLY	1	EA	\$1,500.00	\$1,500.00	1		\$1,500.00		\$1,500.00	100.0%								
42	TYPE "C" TRENCH RESTORATION (STONE)	1279	LF	\$6.00	\$7,674.00	1269		\$7,614.00		\$7,614.00	99.2%	\$60.00							
43	CONNECT TO EXISTING w/6" TAPPING SLEEVE AND VALVE	1	EA	\$3,000.00	\$3,000.00	1		\$3,000.00		\$3,000.00	100.0%								
44	RIP RAP DITCH	494	LF	\$6.00	\$2,964.00	2155		\$12,930.00		\$12,930.00	436.2%	\$9,966.00							
45	ABANDON EXISTING WATER METERS	3	EA	\$250.00	\$750.00	3		\$750.00		\$750.00	100.0%								
46	AUDIO-VIDEO COLOR TAPING (RADABAUGH RIDGE)	1	LS	\$98.00	\$98.00	1		\$98.00		\$98.00	100.0%								
CO-2	5/8"x3/4" METER REPLACEMENT	100	EA	\$370.00	\$37,000.00	100		\$37,000.00		\$37,000.00	100.0%								
CO-3	5/8"x3/4" METER REPLACEMENT	400	EA	\$340.00	\$136,000.00	400		\$136,000.00		\$136,000.00	100.0%								
CO-4	KESLING RIDGE BS PANEL UPGRADE	1	LS	\$80,750.00	\$80,750.00							\$80,750.00							
Totals					\$1,892,207.00			\$1,751,208.00		\$1,751,208.00	92.6%	\$146,799.00							

Stored Material Summary

Contractor's Application

For (Contract):			Contract #3		Application Number		11		
Application Period:			06-12-21 to 08-13-21		Application Date:		8/20/2021		
A		B	C		D		E	F	G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Incorporated in Work Date (Month/Year)	Materials Remaining in Storage (\$) (D + E - F)
4	M451939		Yard	6" PVC C-900, DR 14	7/2020	\$30,979.20		9/2020	\$30,979.20
4	M630155		Yard	6" PVC C-900, DR 14	7/2020	\$30,979.20		1/2021	\$30,979.20
4	M457993		Yard	6" PVC C-900, DR 14	7/2020	\$3,042.60		1/2021	\$3,042.60
7	M457993		Yard	4" PVC C-900, DR 14	7/2020	\$23,562.00		9/2020	\$23,562.00
8	M457993		Yard	2" PVC CLASS 315	7/2020	\$4,599.00		9/2020	\$4,599.00
29	321136	11	H&Scontrols	SCADA (Telecom) Equipment	11/2020	\$119,760.00		8/2021	\$119,760.00
CO-3	0020324		ER PSD	5/8"X3/4" Neptune T10 Meters	4/2021	\$32,000.00		5/2021	\$32,000.00
27	86224	10	Yard	Kohler Generator	6/2021	\$26,500.00		8/2021	\$26,500.00

**ELKINS ROAD PUBLIC SERVICE DISTRICT
2016W-1632
16SCBG0008
Request #15**

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

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

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

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

VENDOR	SCBG	IJDC Loan	TOTAL
Chapman Technical Group, LLC	\$ 4,353.52	\$ 10,158.20	\$ 14,511.72
Glover Legal, PLLC	\$ -	\$ 12,900.00	\$ 12,900.00
Elkins Road PSD (Reimbursement for DEP, Division of Water and Waste Management)	\$ 550.00	\$ -	\$ 550.00
Pro Contracting, Inc.	\$ -	\$ 11,722.02	\$ 11,722.02
A.J. Burk, LLC	\$ 1,530.00	\$ 187,034.02	\$ 188,564.02
Chojnacki Construction, Inc.	\$ -	\$ 68,050.59	\$ 68,050.59
TOTAL	\$ 6,433.52	\$ 289,864.83	\$ 296,298.35

ADOPTED BY the Elkins Road Public Service District, at a meeting held on the 7th day of September, 2021.

By: _____

Its: Chairman

Elkins Rd PSD
 IUDC No. 2016W-1632
 Expenditure Report #15

9/7/2021

IUDC Loan	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro(w/ CO#1-#7)	460,350.00	8,530.63	468,880.63	457,158.61	11,722.02	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	130,916.83	1,248,656.83	1,045,492.78	184,934.01	1,230,426.79	18,230.04
Contract 4 Line Ext (Chojnacki)	1,384,581.65	14,920.35	1,399,502.00	920,323.30	68,050.59	988,373.89	411,128.11
Contingency	219,549.00	(49,428.30)	170,120.70	0.00	0.00	0.00	170,120.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	133,899.99	2,100.01	136,000.00	0.00
Technical Services (Chapman)							
Study & Report	53,000.00	0.00	53,000.00	53,000.00	0.00	53,000.00	0.00
Design	252,000.00	0.00	252,000.00	252,000.00	0.00	252,000.00	0.00
Bidding	32,990.00	0.00	32,990.00	32,990.00	0.00	32,990.00	0.00
Engineering During Construction	89,810.00	3,500.00	93,310.00	80,829.00	0.00	80,829.00	12,481.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	439,811.00	(63,866.00)	375,945.00	209,579.59	10,158.20	219,737.79	156,207.21
Special Services							
Surveying Services	10,500.00	0.00	10,500.00	9,202.23	0.00	9,202.23	1,297.77
Financing Services	3,622.50	0.00	3,622.50	3,622.50	0.00	3,622.50	0.00
Record Drawings	10,500.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00
PSC Services	1,627.50	0.00	1,627.50	1,627.50	0.00	1,627.50	0.00
Geotech Engineering Services	6,118.00	0.00	6,118.00	6,118.00	0.00	6,118.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	12,900.00	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	0.00	40,000.00	27,679.39	0.00	27,679.39	12,320.61
Administrative (Region VII)	80,566.35	(58,029.19)	22,537.16	22,537.16	0.00	22,537.16	0.00
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	(23,941.99)	46,098.01	46,098.01	0.00	46,098.01	0.00
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	5,000,000.00	(0.00)	5,000,000.00	3,712,668.23	289,864.83	4,002,533.06	997,466.94

SCBG	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 Tank (M&A)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 Line ext (AJ Burk)	520,517.00	(130,916.83)	389,600.17	302,471.00	1,530.00	304,001.00	85,599.17
Contract 4 Line Ext (Chojnacki)	682,788.35	(14,920.35)	667,868.00	660,079.90	0.00	660,079.90	7,788.10
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kesling Ridge Booster Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Touch Read & Radio Read Meters	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3, Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Technical Services (Chapman)							
Study & Report	12,000.00	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00
Design	108,000.00	0.00	108,000.00	108,000.00	0.00	108,000.00	0.00
Bidding	7,710.00	0.00	7,710.00	7,710.00	0.00	7,710.00	0.00
Engineering During Construction	38,490.00	0.00	38,490.00	34,641.00	0.00	34,641.00	3,849.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	97,189.00	63,866.00	161,055.00	89,819.85	4,333.52	94,173.37	66,881.63
Special Services							
Surveying Services	4,500.00	0.00	4,500.00	3,943.81	0.00	3,943.81	556.19
Financing Services	1,552.50	0.00	1,552.50	1,552.50	0.00	1,552.50	0.00
Record Drawings	4,500.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00
PSC Services	697.50	0.00	697.50	697.50	0.00	697.50	0.00
Geotech Engineering Services	2,622.00	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00
Tank Inspection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Legal							
a. Legal - Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Legal - PSC (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting (Griffith)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative (Region VII)	19,433.65	58,029.19	77,462.84	64,215.58	0.00	64,215.58	13,247.26
Sites and Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Permits / Miscellaneous	0.00	23,941.99	23,941.99	2,000.00	550.00	2,550.00	21,391.99
Bond Counsel (S&J)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,500,000.00	0.00	1,500,000.00	1,289,753.14	6,433.52	1,296,186.66	203,813.34

Total Project	Per Schedule B	Adjustments	Revised Budget	Requested Prior to This Draw	Requested This Draw	Total Requested	Remaining
Construction							
Contract 1 - Ofc Bldg (Pro)	460,350.00	8,530.63	468,880.63	457,158.61	11,722.02	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	0.00	1,638,257.00	1,347,963.78	186,464.01	1,534,427.79	103,829.21
Contract 4 Line Ext (Chojnacki)	2,067,370.00	0.00	2,067,370.00	1,580,403.20	68,050.59	1,648,453.79	418,916.21
Contingency	219,549.00	(49,428.30)	170,120.70	0.00	0.00	0.00	170,120.70
Kesling Ridge Booster Station	100,000.00	(80,750.00)	19,250.00	0.00	0.00	0.00	19,250.00
Contract 3, Change Order #4	0.00	80,750.00	80,750.00	0.00	0.00	0.00	80,750.00
Touch Read & Radio Read Meters	274,994.00	(173,000.00)	101,994.00	0.00	0.00	0.00	101,994.00
Contract 3, Change Order #2	0.00	37,000.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Contract 3, Change Order #3	0.00	136,000.00	136,000.00	133,899.99	2,100.01	136,000.00	0.00
Technical Services (Chapman)							
Study & Report	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
Design	360,000.00	0.00	360,000.00	360,000.00	0.00	360,000.00	0.00
Bidding	40,700.00	0.00	40,700.00	40,700.00	0.00	40,700.00	0.00
Engineering During Construction	128,300.00	3,500.00	131,800.00	115,470.00	0.00	115,470.00	16,330.00
Post Construction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inspection Services	537,000.00	0.00	537,000.00	299,399.44	14,511.72	313,911.16	223,088.84
Special Services							
Surveying Services	15,000.00	0.00	15,000.00	13,146.04	0.00	13,146.04	1,853.96
Financing Services	5,175.00	0.00	5,175.00	5,175.00	0.00	5,175.00	0.00
Record Drawings	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00
PSC Services	2,325.00	0.00	2,325.00	2,325.00	0.00	2,325.00	0.00
Geotech Engineering Services	8,740.00	0.00	8,740.00	8,740.00	0.00	8,740.00	0.00
Tank Inspection	4,700.00	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00
Legal							
a. Legal - Project	25,000.00	0.00	25,000.00	12,100.00	12,900.00	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	0.00	40,000.00	27,679.39	0.00	27,679.39	12,320.61
Administrative (Region VII)	100,000.00	0.00	100,000.00	86,752.74	0.00	86,752.74	13,247.26
Sites and Other Lands	50,000.00	0.00	50,000.00	46,812.50	0.00	46,812.50	3,187.50
Permits / Miscellaneous	70,040.00	0.00	70,040.00	48,098.01	550.00	48,648.01	21,391.99
Bond Counsel (S&J)	37,000.00	0.00	37,000.00	37,000.00	0.00	37,000.00	0.00
Registrar Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
Funded Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	6,500,000.00	0.00	6,500,000.00	5,002,421.37	296,298.35	5,298,719.72	1,201,280.28

3-54-0039-037-2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
West Virginia

176 Airport Circle
Room 101
Beaver, WV 25813

August 25, 2021

Mr. Thomas O'Neill
Authority President
P.O. Box 1042
Buckhannon, WV 26201

Dear Mr. O'Neill:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-54-0039-037-2021 at Upshur County Regional in Buckhannon, West Virginia Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

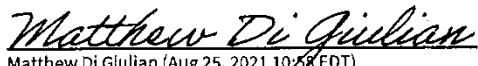
3-54-0039-037-2021

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

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Stewart Lewis, (304) 253-0684, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Matthew Di Giulian (Aug 25, 2021 10:58 EDT)

Matthew Di Giulian
Manager, Beckley AFO

3-54-0039-037-2021



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 25, 2021
Airport/Planning Area	Upshur County Regional Airport
FY2021 AIP Grant Number	3-54-0039-037-2021
Unique Entity Identifier	077493658

TO: Buckhannon-Upshur Airport Authority
 (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)
 Upshur County Commission

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 7, 2021, for a grant of Federal funds for a project at or associated with the Upshur County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Upshur County Regional Airport (herein called the "Project") consisting of the following:

Construct Hangar

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

3-54-0039-037-2021

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$61,394.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 61,394 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

3-54-0039-037-2021

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

3-54-0039-037-2021

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
- 12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

3-54-0039-037-2021

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

3-54-0039-037-2021

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. **Trafficking in Persons.**
 - a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals –

3-54-0039-037-2021

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

SPECIAL CONDITIONS

26. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

3-54-0039-037-2021

27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

3-54-0039-037-2021

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Matthew Di Giulian
Matthew Di Giulian (Aug 25, 2021 10:56 EDT)
(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley AFO

(Title of FAA Official)

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

3-54-0039-037-2021

Part II - Acceptance

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


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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 26, 2021

Buckhannon-Upshur Airport Authority

(Name of Sponsor)


Virgil LaRosa (Aug 26, 2021 18:04 EDT)

(Signature of Sponsor's Authorized Official)

By: Virgil LaRosa

(Typed Name of Sponsor's Authorized Official)

Title: Vice President

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3-54-0039-037-2021

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 1, 2021

By: 

(Signature of Sponsor's Attorney)

3-54-0039-037-2021

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

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

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated _____

Upshur County Commission

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3-54-0039-037-2021

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

3-54-0039-037-2021

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

3-54-0039-037-2021

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

3-54-0039-037-2021

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

3-54-0039-037-2021

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

3-54-0039-037-2021

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

3-54-0039-037-2021

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

3-54-0039-037-2021

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

3-54-0039-037-2021

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

3-54-0039-037-2021

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

3-54-0039-037-2021

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

3-54-0039-037-2021

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

3-54-0039-037-2021

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

3-54-0039-037-2021

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

3-54-0039-037-2021

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

30. Civil Rights.

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

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

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

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

3-54-0039-037-2021

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

e. Required Contract Provisions.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

3-54-0039-037-2021

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

3-54-0039-037-2021

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 7, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

3-54-0039-037-2021

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

3-54-0039-037-2021

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

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
* If Revision, select appropriate letter(s): <input type="text"/>		
* Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: <input type="text"/>
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
5b-54-0039-037-2021		
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>		
* c. Organizational DUNS: <input type="text"/>		
30-0733276		
0774936580000		
d. Address:		
* Street1: <input type="text"/>		
Street2: <input type="text"/>		
* City: <input type="text"/>		
County/Parish: <input type="text"/>		
* State: <input type="text"/>		
WV: West Virginia		
Province: <input type="text"/>		
* Country: <input type="text"/>		
USA: UNITED STATES		
* Zip / Postal Code: <input type="text"/>		
26201-1042		
e. Organizational Unit:		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
Airport Authority		
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text"/>	
Middle Name: <input type="text"/>	Thomas	
* Last Name: <input type="text"/>	O'Neill	
Suffix: <input type="text"/>		
Title: <input type="text"/>		
President		
Organizational Affiliation: <input type="text"/>		
Airport Authority		
* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>	
304-288-3263		
* Email: <input type="text"/>		
tom@tomoneill.org		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
<input checked="" type="checkbox"/> Other (specify)			
Type of Applicant 2: Select Applicant Type:			
Type of Applicant 3: Select Applicant Type:			
* Other (specify):			
Airport Authority			
* 10. Name of Federal Agency:			
Federal Aviation Administration			
11. Catalog of Federal Domestic Assistance Number:			
20.106			
CFDA Title:			
Airport Improvement Program			
* 12. Funding Opportunity Number:			
* Title:			
13. Competition Identification Number:			
Title:			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:			
Construct Building (Reimbursement)			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 100px;" type="text" value="WV-002"/>	* b. Program/Project <input style="width: 100px;" type="text" value="WV-002"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 200px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 100px;" type="text" value="07/01/2021"/>	* b. End Date: <input style="width: 100px;" type="text" value="09/30/2021"/>
18. Estimated Funding (\$):	
* a. Federal	55,255.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	6,139.00
* f. Program Income	0.00
* g. TOTAL	61,394.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 200px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 150px;" type="text" value="Thomas"/>
Middle Name: <input style="width: 200px;" type="text" value="J."/>	
* Last Name: <input style="width: 250px;" type="text" value="O'Neill"/>	
Suffix: <input style="width: 100px;" type="text"/>	
* Title: <input style="width: 200px;" type="text" value="President"/>	
* Telephone Number: <input style="width: 150px;" type="text" value="304-288-3263"/>	Fax Number: <input style="width: 150px;" type="text" value="304-472-9072"/>
* Email: <input style="width: 250px;" type="text" value="tom@tomoneill.org"/>	
* Signature of Authorized Representative:	<input style="width: 200px; height: 40px;" type="text" value="Thomas O'Neill"/>
* Date Signed: <input style="width: 100px;" type="text" value="7 June 2021"/>	



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II - SECTION B**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Airport Authority is endeavoring, as practical, to acquire adequate property interests in the airport's airspace and Runway Protection Zones (RPZs) to implement control over adjacent land usage. The Airport Authority also works closely with the Upshur County Commission to address non-conforming land uses if the situation arises.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Airport Authority is not in default on any obligation to the United States or any agency of the United States.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Airport Authority is not aware of any circumstances which would affect the ability to complete the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with the plans established for Upshur County, West Virginia.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Airport Authority has given due consideration to community interests.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Airport Authority has consulted airport users and tenants.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Buckhannon Upshur Airport Authority has not granted any exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Buckhannon Upshur Airport Authority owns all property free and clear of any exceptions as depicted on the Exhibit "A", dated March 2017.

Title verification was obtained at the time the property parcels were obtained.

A copy of the updated Exhibit "A", dated January 2017, is on file at the Beckley Airports Field Office.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			61,394
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 61,394
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			61,394
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 61,394
19. Federal Share requested of Line 18			55,255
20. Grantee share			
21. Other shares			6,139
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 61,394

OMB CONTROL NUMBER: 2120-0569 OMB
EXPIRATION DATE: 6/30/2023

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	6,139
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>The following items are incorporated by reference:</p> <p>Exhibit A dated January 2017</p>

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 6/30/2023

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Building (Reimbursement)
AIRPORT: Upshur County Regional Airport - W22
1. Objective: <p>The objective of this project is to reimburse the Airport Authority for a portion of the cost incurred for the construction of two (2) 100' x 100' box hangars.</p>
2. Benefits Anticipated: <p>The reimbursement will offset the debt associated with the past hangar construction.</p>
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location: <p>The construction was performed at the Upshur County Regional Airport. The physical address of the airport is 630 Airport Road, Buckhannon, West Virginia 26201.</p>
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) <p>Thomas J. O'Neill, President - Buckhannon Upshur Airport Authority Post Office Box 1092, Buckhannon, WV 26201 Phone: (304) 288-3263 Email: tom@tomonelli.org</p>



August 20, 2021

Lumos Networks of West Virginia Inc. dba Segra
524 W Broad Street,
Waynesboro, VA 22980
Attn: Outside Plant Engineering,

Re: Access to BCN Telecom Project Sites

Dear Segra:

The Owning Entity identified below, being the owner of those premises identified on the attached Exhibit A (the "Property"), hereby consents to the installation, operation, and maintenance by Lumos Networks of West Virginia Inc. dba Segra, on behalf of its affiliates (together, "Segra"), at Segra's sole cost and expense, of Segra's fiber optic cable and other equipment into, over, under, across, and along the Property, to be used by Segra to provide communications services to tenants and other occupants of the Property.

Segra agrees to contact the Owner, or Owner's representative, before work begins. This information will not be used by Segra for any other purpose.

Owning Entity: _____
Contact Name: _____
Contact Telephone Number: _____
Contact Email Address: _____
Additional Contact (Optional): Mike Sefton, SCAWV Network Infrastructure Mgr (304-340-2909)

Segra shall repair any damage to the Property caused by the installation, operation, or maintenance of Segra's equipment on the Property.

Owning Entity's consent will continue for so long as Segra provides communications services to tenants or other occupants of the Property. The Access to Property shall bind and benefit the parties and their respective successors and assigns.

Sincerely,

Signature

Date

Printed Name

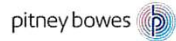
Title

Public Hearing
County Commission of Upshur County, West Virginia

Relocation of Precinct 9 from Courthouse Annex to City Hall

The County Commission of Upshur County, West Virginia (Commission) will hold a public meeting at 9:00 a.m. on Thursday, October 14, 2021 in the Commission Meeting Chambers (Room 301) of the Upshur County Courthouse Annex located at 38 West Main Street, Buckhannon, West Virginia to consider final adoption and approval of an Order regarding the relocation of a certain precinct. The order will relocate Precinct 9 and the associated voting or polling location from the Courthouse Annex to City Hall. The Order will not change the voting precinct boundaries. Any individual may appear at this meeting or submit written comments before that date to the following address:

Carrie L. Wallace, County Administrator
Office of the Upshur County Commission
91 West Main Street, Rm 101
Buckhannon, West Virginia 26201.



State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

UPSHUR COUNTY COMMISSION UPSHUR COUNTY ANNEX

556000406

Sold-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Kristie Tenney

304-472-0535

0012127227

Bill-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Tabatha Perry

304-472-0535

0012127227

trperry@upshurcounty.org

Ship-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Tabatha Perry

304-472-0535

0012127227

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW6	30lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSE	Connect+ 160/95 LPM Speed
1	AZBB	SendPro P2000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display
1	MT30	Platform Scale 30lb/12kg
1	MW90007	SendPro P Series Drop Stacker
1	SJM2	SoftGuard for SendPro P2000

1	STD SLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 274.69	\$ 824.07

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

MAILMCHN18B

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

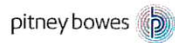
Susan Lopinsky

susan.lopinsky@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



State and Local Fair Market Value Lease

Agreement Number

--	--	--	--	--	--	--	--

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

UPSHUR COUNTY COMMISSION UPSHUR COUNTY ANNEX

556000406

Sold-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Kristie Tenney

304-472-0535

0012127227

Bill-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Tabatha Perry

304-472-0535

0012127227

trperry@upshurcounty.org

Ship-To: Address

40 West Main StreetBasement, BUCKHANNON, WV, 26201-2287, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Tabatha Perry

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	APA2	100 Dept Analytics
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBG	Black Graphics Upgrade
1	CAAB1	Basic Cost Accounting for PSeries
1	ERB1	eReturn Receipt Subscription - P Series
1	ERCL	eRR Reference Number Feature Only
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	M9SS	Mailstream IntelliLink Services 2
1	PTJ1	SendPro Online

[illegible]

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 139.26	\$ 417.78

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
(X) Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Susan Lopinsky

susan.lopinisky@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 94099230
Order : 4029389
Customer : 368918
Customer PO : EMAIL Bennett
P.O. Date :
End User : 368918
Project :

Document date : 08/31/2021
Delivery :

County of Upshur

'Invoice'

Page : 1

Ship to:

Bill to:

County of Upshur
County Commission Dept
E911 Div
38 W Main St Rm 303
Buckhannon WV 26201

County of Upshur
County Commission Dept
E911 Div
38 W Main St Rm 303
Buckhannon WV 26201

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/01/2021 End Date: 09/30/2022	1,500.00
1010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 10/01/2021 End Date: 09/30/2022	1,200.00
2010	1	97444 ArcGIS Engine Single Use without Extension Maintenance Start Date: 10/01/2021 End Date: 09/30/2022	100.00
3010	1	97445 ArcGIS Engine Single Use with Extension Maintenance Start Date: 10/01/2021 End Date: 09/30/2022	400.00
4010	1	161349 ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance Start Date: 10/01/2021 End Date: 09/30/2022	1,250.00
Item Subtotal			4,450.00
Total:			USD 4,450.00



380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 94099230
Order : 4029389
Customer : 368918
Customer PO : EMAIL Bennett
P.O. Date :
End User : 368918
Project :

Document date : 08/31/2021
Delivery :

County of Upshur

'Invoice'

Page : 2

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076

Los Angeles

CA 90074-1076

Electronic Instructions:

Bank: Bank of America

Wire ABA: 026009593

ACH ABA: 121000358

Acct#: 1496150335

County of Upshur
County Commission Dept
E911 Div
38 W Main St Rm 303
Buckhannon WV 26201

Invoice: 94099230 **Document Date: 08/31/2021**
Order: 4029389
Payer: 368918 **Total: USD 4,450.00**

City of Buckhannon
70 East Main Street
Buckhannon, WV 26201



Phone: 304.472.1651
TDD: 304.472.9550
Fax: 304.472.0934

Terri Jo Bennett
Addressing and Mapping
38 W. Main St.
Buckhannon, WV 26201

7/22/2021

I am writing to formally request the use of the County's E911 Addressing and Mapping Arc GIS addressing and centerline shape files. These files will be shared with City personnel to be used in our utility departments. Thank you for your consideration.

Jerry Arnold
City of Buckhannon
Director of Public Works
70 E. Main St.
Buckhannon, WV 26201
P: 304-472-1651 ext. 1000
C: 304-677-3862



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

COPS

Grant Operations Directorate/Grant Monitoring Division
145 N Street NE, Washington, DC 20530

September 1, 2021

Via Email

County Administrator Carrie Wallace
County of Upshur
91 West Main Street
Suite 101
Buckhannon, WV 26201

Dear County Administrator Wallace,

Thank you for your cooperation during County of Upshur ("the Department") award monitoring Enhanced Office-Based Grant Review (EOBGR) conducted on Thursday, April 15, 2021. I would also like to extend my appreciation to your staff for their assistance in making the desk review successful.

The U.S. Department of Justice's Office of Community Oriented Policing Services (COPS) is required by Federal regulation to monitor programs, projects and activities funded by the COPS Office to ensure the Department's compliance with the Federal regulations, terms and conditions of its COPS awards and to review the Department's community policing efforts.

The following COPS awards were reviewed during the desk review: COPS School Violence Prevention Program (SVPP) Awards #2018SVWX0089 and #2020SVWX0033.

SVPP Award #2018SVWX0089 was awarded to the County of Upshur in the amount of \$309,150 in federal funds over a two-year/24-month award funding period to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs. The allowable costs for which your agency's award has been approved are limited to those listed on the FCM, which is included in your agency's award package. The local cash amount of this award is \$103,050. The start date of this award is October 1, 2018, with an end date of September 30, 2020.

SVPP Award #2020SVWX0033 was awarded to the County of Upshur in the amount of \$146,230 in federal funds over a three-year/36-month award funding period to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs. The allowable costs for which your agency's award has been approved are limited to those listed on the FCM, which is included in your agency's award package. The local cash amount of this award is \$48,743. The start date of this award is October 1, 2020, with an end date of August 31, 2023.

Based upon the supporting documentation provided to the COPS Office prior to and after the desk review, the COPS Office did not identify any compliance issues.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING



County Administrator Carrie Wallace
September 1, 2021
Page 2 of 2

General Comments

Community Policing

Currently, the Department appears to be generally pursuing the community policing strategies as described in the Department's award applications. We wish you continued success in the implementation of your SVPP awards and your community policing activities in the areas of community partnerships, problem solving and organizational transformation.

Reporting

The Department appears to be filing the programmatic and financial progress reports and other required documentation in a timely and accurate fashion.

You may contact your Grants Management Specialist, Monique Bolton, Grants Administration Division, U.S. Department of Justice, COPS Office, Two Constitution Square, 145 N Street NE, Washington D.C. 20530, by phone at (202) 353-7250 or email at Monique.Bolton@usdoj.gov, if you have any questions concerning your COPS Office awards or for further award program information.

Once again, thank you for assisting me during the desk review. The COPS Office is vested in facilitating your success with community policing implementation. Please direct any correspondence to me at the letterhead address, by phone at (202) 307-6204, or e-mail at Nofertary.Fofana@usdoj.gov for any questions concerning this letter.

Sincerely,

Nofertary Fofana

Ms. Nofertary Fofana
Grants Management Specialist

cc: Merrick Garland, Attorney General

Tabatha Perry, Assistant County Administrator
County of Upshur

Jeff Harvey, BOE Director of Safety & Emergency Preparedness
County of Upshur

Award Files: SVPP Awards #2018SVWX0089 and #2020SVWX0033

From: "Jennifer Piercy" <jennifer@ccawv.org>
To: "CCAWV List Serve" <ccawv-listserv@ccawv.org>
Subject: [ccawv-listserv] Fwd: Release: Dates, Procedures Set for Joint Committee on Redistricting Virtual Public Hearings
Date: 8/27/2021 4:48:09 PM

----- Forwarded message -----

From: Ann Ali <ann.ali@wvhouse.gov>
Date: Fri, Aug 27, 2021 at 4:13 PM
Subject: Release: Dates, Procedures Set for Joint Committee on Redistricting Virtual Public Hearings
To: Jacque Bland <jacque.bland@wvsenate.gov>, Drew Ross <drew.ross@wvlegislature.gov>

Dates, Procedures Set for Joint Committee on Redistricting Virtual Public Hearings

CHARLESTON, W.Va. — The West Virginia Legislature's Joint Committee on Redistricting has set the dates and procedures for three virtual public hearings to take place from 6-8 p.m. Sept. 20, 21 and 22. The committee members have nearly completed their 12 scheduled in-person public hearings on redistricting, listening to members of the public as well as collecting online comments and potential map submissions.

Anyone who would like to speak as part of the three virtual public hearings will be **required to call 304-357-7880 between 10 a.m. to 4 p.m. Friday, Sept. 17**. The opportunity to participate either by voice through the telephone or with video through Microsoft Teams will be available for all three virtual public hearings. Participants will receive detailed participation instructions via email after they register. Anyone who does not register with a staff member will not be admitted to the hearing.

The public hearings will continue to be governed by House Rule 84 (<http://www.wvlegislature.gov/house/rules.cfm>). Anyone who would like to watch the events without speaking will be able to stream the live video at the Joint Committee on Redistricting website (<https://www.wvlegislature.gov/redistricting.cfm>) and the virtual events will be archived for future viewing at the site as well. All previous hearing has been recorded and made available online to the public at the redistricting website.

All three virtual public hearings will take place from 6-8 p.m.

- Monday, Sept. 20 will be for residents of the current Congressional District 1 (Barbour, Brooke, Doddridge, Gilmer, Grant, Hancock, Harrison, Marion, Marshall, Mineral, Monongalia, Ohio, Pleasants, Preston, Ritchie, Taylor, Tucker, Tyler, Wetzel and Wood counties);

- Tuesday, Sept. 21, 2021 will be for residents of the current Congressional District 2 (Berkeley, Braxton, Calhoun, Clay, Hampshire, Hardy, Jackson, Jefferson, Kanawha, Lewis, Morgan, Pendleton, Putnam, Randolph, Roane, Upshur and Wirt counties); and
- Wednesday, Sept. 22, is for residents of the current Congressional District 3 (Boone, Cabell, Fayette, Greenbrier, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Wayne, Webster and Wyoming Counties).

The West Virginia Constitution requires the Legislature to redraw Congressional and legislative boundary lines every 10 years utilizing U.S. Census data to reflect any population changes. A 2018 law requires 100 single-member House of Delegates districts be created through this year's redistricting.

Due to the delay in the federal government's release of Census data, proposed maps have not been presented during the public hearings. Once the Joint Committee on Redistricting completes its initial plans, the House and Senate will create the necessary reports and maps to draft redistricting bills, and those materials will be made public.

###

Ann Ali

Communications Director

West Virginia House of Delegates

State Capitol, Building 1, Room 238

(304) 340-3323

ann.ali@wvhouse.gov

--

Jennifer Piercy

Executive Director

County Commissioners' Association of WV

2007 Quarrier Street

Charleston, WV 25311

304.345.4639

304.553.3125 Cell

--

You received this message because you are subscribed to the Google Groups "CCAWV Listserv" group.

To unsubscribe from this group and stop receiving emails from it, send an email to ccawv-listserv+unsubscribe@ccawv.org.

To view this discussion on the web visit <https://groups.google.com/a/ccawv.org/d/msgid/ccawv-listserv/CAGNs5d-q8uDxPvdra4OdjoLv7tC0yp0K%3DeFusvH1jRm%2BM6YCVA%40mail.gmail.com>.

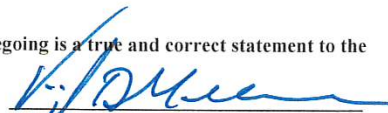


Upshur County Sheriff's Financial Statement

For Period Ending : **July 2021**

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 1,316,144.44	\$ 980,163.03	\$ (1,274,254.35)	\$ 1,022,053.12
FUND - 002 COAL SEVERANCE TAX FUND	\$ 8,693.76	\$ 29,879.15	\$ (19,286.38)	\$ 19,286.53
FUND - 003 DOG AND KENNEL FUND	\$ 19,172.23	\$ 33,411.04	\$ (19,441.65)	\$ 33,141.62
FUND - 004 GENERAL SCHOOL FUND	\$ 28,952.25	\$ 34,113.25	\$ (31,532.75)	\$ 31,532.75
FUND - 005 MAGISTRATE COURT FUND	\$ -	\$ 1,778.00	\$ (889.00)	\$ 889.00
FUND - 006 WORTHLESS CHECK FUND	\$ 129,154.79	\$ 125,037.84	\$ (129,229.79)	\$ 124,962.84
FUND - 007 E-911 FUND	\$ 1,075,087.29	\$ 1,089,304.33	\$ (1,139,441.54)	\$ 1,024,950.08
FUND - 008 HOME CONFINEMENT FUND	\$ 13,328.32	\$ 16,378.49	\$ (13,328.32)	\$ 16,378.49
FUND - 013 CURRY PARK FUND	\$ 13,233.48	\$ 13,947.37	\$ (14,733.48)	\$ 12,447.37
FUND - 015 CURRY LIBRARY FUND	\$ 2,438.14	\$ 2,258.82	\$ (2,434.29)	\$ 2,262.67
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ -	\$ -	\$ -	\$ -
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 793.28	\$ 53,305.01	\$ (943.28)	\$ 53,155.01
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 40,211.38	\$ 13,515.25	\$ (12,251.68)	\$ 41,474.95
FUND - 039 COAL REALLOCATION FUND	\$ 19,129.58	\$ 19,129.90	\$ (19,129.58)	\$ 19,129.90
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 670,089.99	\$ 655,490.59	\$ (670,164.99)	\$ 655,415.59
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 185,989.21	\$ 208,175.56	\$ (187,609.21)	\$ 206,555.56
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 1,612,621.83	\$ 1,613,586.75	\$ (1,612,621.83)	\$ 1,613,586.75
FUND - 059 CONCEALED WEAPONS FUND	\$ 25,055.76	\$ 25,551.36	\$ (25,055.76)	\$ 25,551.36
FUND - 063 VOTER'S REGISTRATION FUND	\$ 773.93	\$ 773.94	\$ (773.93)	\$ 773.94
FUND - 071 JURY FUND	\$ 14,103.72	\$ 15,088.64	\$ (14,596.18)	\$ 14,596.18
FUND - 073 SPECIAL LAW ENFRMCT INVESTIGATION FUND	\$ 2,486.45	\$ 2,486.47	\$ (2,486.45)	\$ 2,486.47
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 27,575.21	\$ 27,575.21	\$ (27,575.21)	\$ 27,575.21
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,147.05	\$ 44,483.05	\$ (43,793.05)	\$ 43,837.05
FUND - 080 COMM. CORR. FUND	\$ 694,900.57	\$ 712,204.25	\$ (700,897.57)	\$ 706,207.25
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ 4,760.00	\$ (4,760.00)	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ -	\$ -	\$ -	\$ -
FUND - 311 DMV LICENSE FUND	\$ -	\$ 59,175.50	\$ (59,175.50)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ -	\$ -	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ -	\$ -	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ -	\$ -	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 580.00	\$ (580.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 7,373.54	\$ (7,373.54)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 120,730.67	\$ 122,795.86	\$ (122,263.83)	\$ 121,262.70
FUND - 365 DELQ & NONENT LAND	\$ 200.00	\$ 200.00	\$ (200.00)	\$ 200.00
FUND - 366 BOARD OF HEALTH FUND	\$ 387,329.19	\$ 66,698.64	\$ (42,311.73)	\$ 411,716.10
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 565.50	\$ 633.00	\$ (820.00)	\$ 378.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 573,093.84	\$ (573,093.84)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 290,336.36	\$ (290,336.36)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 84,573.79	\$ (84,573.79)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 10,148.77	\$ (10,148.77)	\$ -
FUND - 206 COVID 19 FUND	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
FUND - 207 AMERICAN RECOVERY FUND	\$ 2,347,952.50	\$ 2,309,233.99	\$ (2,347,952.50)	\$ 2,309,233.99
FINAL TOTALS	\$ 8,815,729.44	\$ 9,247,240.59	\$ (9,506,060.13)	\$ 8,556,909.90
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 9,492,220.86	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (1,696,719.91)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 759,658.95			
NET BANK BALANCE	\$ 8,555,159.90			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 8,556,909.90			

I, Virgil D. Miller, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.


 Virgil D. Miller
 Sheriff & Treasurer, Upshur County

8/25/2021



Upshur County Sheriff's Financial Statement

For Period Ending: **July 2021**

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 20,742.93	\$ -	\$ -	\$ 20,742.93
	COAL SEVERANCE-MMA	\$ 0.15	\$ -	\$ -	\$ 0.15
	E-911 -MMA	\$ 22.69	\$ -	\$ -	\$ 22.69
	CURRY PARK-MMA	\$ 0.15	\$ -	\$ -	\$ 0.15
	CURRY LIBRARY-MMA	\$ 30.00	\$ -	\$ -	\$ 30.00
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 3.87	\$ -	\$ -	\$ 3.87
	CONCEALED WEAPONS	\$ 0.60	\$ (0.60)	\$ -	\$ -
	GENERAL TAX ACCOUNT-MMA	\$ -	\$ -	\$ -	\$ -
	BOARD OF HEALTH-MMA	\$ 154,320.26	\$ -	\$ 3,819.90	\$ 158,140.16
	UPSHUR CO. FIRE FEE-IBCK	\$ 1,893.29	\$ (1,893.29)	\$ -	\$ -
	UP CO COAL REALLOCAT-IBCK	\$ 19,129.90	\$ (19,129.58)	\$ -	\$ 0.32
	EMPLOYEE BENEFITS-IBCK	\$ 15.85	\$ -	\$ -	\$ 15.85
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.47	\$ (2,486.45)	\$ -	\$ 0.02
	COMMUNITY CORR. FUND-IBCK	\$ 276.66	\$ (223.66)	\$ -	\$ 53.00
	PARKS/REC CLEARING ACCT	\$ 3,375.50	\$ (3,375.50)	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ -	\$ -	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ -	\$ -	\$ -	\$ -
	TAX CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 27,673.21	\$ (7,673.21)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 146,722.79	\$ (8,992.31)	\$ 6,610.62	\$ 144,341.10
	COAL SEVERANCE-CKNG	\$ -	\$ -	\$ -	\$ -
	DOG & KENNEL-CKNG	\$ 1,086.14	\$ (226.14)	\$ -	\$ 860.00
	GEN. CO. MISC-CKNG	\$ -	\$ -	\$ -	\$ -
	WORTHLESS CHECK FUND-CKNG	\$ 3.05	\$ -	\$ -	\$ 3.05
	E-911 -CKNG	\$ 982.34	\$ (982.34)	\$ -	\$ -
	HOME DETENTION-IBCK	\$ 0.20	\$ -	\$ -	\$ 0.20
	CURRY PARK-CKNG	\$ 79.77	\$ (79.77)	\$ -	\$ -
	CURRY LIBRARY-CKNG	\$ 207.37	\$ (207.37)	\$ -	\$ -
	AIRPORT CONSTRUCTION-CKNG	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-CKNG	\$ -	\$ -	\$ -	\$ -
	VOTER'S REGISTRATION-IBCK	\$ 773.94	\$ (773.94)	\$ -	\$ -
	JURY-CKNG	\$ 182.75	\$ (182.75)	\$ -	\$ -
	SPAY.& NEUTER. DEP. FUND	\$ -	\$ -	\$ -	\$ -
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ (4,760.00)	\$ -	\$ -
	INDUSTRIAL PARK SEWER-CKG	\$ -	\$ -	\$ -	\$ -
	DMV LICENSE FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	STATE CLEARING ACCOUNT-CK	\$ -	\$ -	\$ -	\$ -
	STATE POLICE FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	GENERAL TAX ACCOUNT-CKNG	\$ -	\$ -	\$ -	\$ -
	TAX LEIN FUND-CKNG	\$ 321.00	\$ (321.00)	\$ -	\$ -
	DELQ & NON-ENTERED LAND	\$ -	\$ -	\$ -	\$ -
	BOARD OF HEALTH-CKNG	\$ 21,749.71	\$ (6,471.43)	\$ 4,123.94	\$ 19,402.22
	WVDSRF-CKNG	\$ -	\$ -	\$ -	\$ -
	COVID 19 -CKNG	\$ 11,103.92	\$ -	\$ -	\$ 11,103.92
	AMERICAN RECOVERY FUND	\$ -	\$ -	\$ -	\$ -
	BANK TOTAL	\$ 417,944.51	\$ (57,779.34)	\$ 14,554.46	\$ 374,719.63
COMMUNITY BANK					

UP.CO.FIN.STBL.FUND-SV	\$ -	\$ -	\$ -	\$ -
EE HEALTH CARE REIMB FUND	\$ 28,141.23	\$ (181.53)	\$ -	\$ 27,959.70
UP.CO.FIN.STBL.FUND-CKNG	\$ 964.92	\$ -	\$ -	\$ 964.92
CHILD EXCHG & VISIT CTR	\$ -	\$ -	\$ -	\$ -
BANK TOTAL	\$ 29,106.15	\$ (181.53)	\$ -	\$ 28,924.62
FREEDOM BANK				
BOARD OF HEALTH-CD 1	\$ 101,806.33	\$ -	\$ -	\$ 101,806.33
BOARD OF HEALTH-CD 2	\$ 101,806.33	\$ -	\$ -	\$ 101,806.33
BANK TOTAL	\$ 203,612.66	\$ -	\$ -	\$ 203,612.66
CITIZENS BANK OF WEST VIRGINIA				
GENERAL COUNTY FUND - IBCK	\$ 428,888.58	\$ (1,157.00)	\$ 427,411.94	\$ 855,143.52
COAL SEVERANCE - IBCK	\$ 19,286.38	\$ -	\$ -	\$ 19,286.38
E-911 - IBCK	\$ 1,088,140.30	\$ (64,195.25)	\$ 982.34	\$ 1,024,927.39
CURRY PARK - IBCK	\$ 13,867.45	\$ (1,500.00)	\$ 79.77	\$ 12,447.22
CURRY LIBRARY - IBCK	\$ 2,025.30	\$ -	\$ 207.37	\$ 2,232.67
ASSESSOR'S VALUATION - IBCK	\$ 183,834.76	\$ (800.00)	\$ 23,516.93	\$ 206,551.69
UP. CO. FIN. STAB. FUND - IBCK	\$ 1,612,621.83	\$ -	\$ -	\$ 1,612,621.83
CONCEALED WEAPONS - IBCK	\$ 25,550.76	\$ -	\$ 0.60	\$ 25,551.36
GENERAL TAX - IBCK	\$ 1,154,880.98	\$ (1,394,000.15)	\$ 239,119.17	\$ -
BOARD OF HEALTH FUND - IBCK	\$ 8,780.46	\$ -	\$ 1,780.60	\$ 10,561.06
	\$ -	\$ -	\$ -	\$ -
OASIS CLEARING - CKNG	\$ -	\$ -	\$ -	\$ -
UPSHUR CO. FIRE FEE - IBCK	\$ 47,810.00	\$ (25.00)	\$ 5,370.01	\$ 53,155.01
UP CO COAL REALLOCATION - IBCK	\$ 19,129.58	\$ -	\$ -	\$ 19,129.58
EMPLOYEE BENEFITS - IBCK	\$ 655,474.74	\$ (75.00)	\$ -	\$ 655,399.74
SP LAW ENF INVESTIGATION - IBCK	\$ 2,486.45	\$ -	\$ -	\$ 2,486.45
COMMUNITY CORRECTIONS - IBCK	\$ 692,993.09	\$ (3,550.00)	\$ 16,711.16	\$ 706,154.25
PARKS/REC CLEARING - CKNG	\$ 952.00	\$ (952.00)	\$ -	\$ -
ADDRESSING/MAPPING CLEARING	\$ 45.00	\$ (45.00)	\$ -	\$ -
TAX CLEARING - CKNG	\$ 93,761.44	\$ (116,224.89)	\$ 22,463.45	\$ -
BOARD OF HEALTH PAYROLL - CKNG	\$ -	\$ -	\$ -	\$ -
GENERAL COUNTY OPERATING - CKNG	\$ 23,100.07	\$ (23,099.50)	\$ 75.00	\$ 75.57
DOG & KENNEL - CKNG	\$ 32,300.60	\$ (245.12)	\$ 226.14	\$ 32,281.62
GENERAL COUNTY MISC -CKNG	\$ 32,421.75	\$ -	\$ -	\$ 32,421.75
WORTHLESS CHECK - IBCK	\$ 124,959.79	\$ -	\$ -	\$ 124,959.79
HOME CONFINEMENT - IBCK	\$ 16,378.29	\$ -	\$ -	\$ 16,378.29
EE HEALTH CARE REIMB - IBCK	\$ 13,515.25	\$ -	\$ -	\$ 13,515.25
VOTER'S REGISTRATION - IBCK	\$ 773.93	\$ -	\$ 0.01	\$ 773.94
JURY - CKNG	\$ 14,596.18	\$ -	\$ -	\$ 14,596.18
CHILD EXCHG & VISITATION - CKNG	\$ 27,575.21	\$ -	\$ -	\$ 27,575.21
SPAY & NEUTER - CKNG	\$ 44,137.05	\$ (300.00)	\$ -	\$ 43,837.05
ELKINS ROAD PSD - CKNG	\$ -	\$ -	\$ -	\$ -
AMERICAN RECOVERY FUND - IBCK	\$ 2,309,233.99	\$ -	\$ -	\$ 2,309,233.99
WELLNESS COMPLEX - CKNG	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
DMV LICENSE - CKNG	\$ 22,888.00	\$ (29,824.00)	\$ 6,936.00	\$ -
STATE CLEARING - CKNG	\$ -	\$ -	\$ -	\$ -
STATE POLICE - CKNG	\$ 465.00	\$ (580.00)	\$ 120.00	\$ 5.00
TAX LEIN - CKNG	\$ 122,263.83	\$ (1,001.13)	\$ -	\$ 121,262.70
DELQ & NON-ENTERED LAND - CKNG	\$ 200.00	\$ -	\$ -	\$ 200.00
BOARD OF HEALTH OPERATING - CKNG	\$ 1,185.00	\$ (1,185.00)	\$ -	\$ -
WVDSRF - CKNG	\$ 274.50	\$ -	\$ 104.00	\$ 378.50
BANK TOTAL	\$ 8,841,557.54	\$ (1,638,759.04)	\$ 745,104.49	\$ 7,947,902.99
SUMMARY:				
TOTAL ALL BANKS	\$ 9,492,220.86	\$ (1,696,719.91)	\$ 759,658.95	\$ 8,555,159.90
PETTY CASH / CASH DRAWERS				\$ 1,750.00
CASH SPECIAL INVESTIGATION FUND				\$ -
GRAND TOTAL				\$ 8,556,909.90



UPSHUR COUNTY SCHOOLS

Vision of the Future

New High School - Updated Middle School

Public Meetings

5:00 pm-6:00 pm

August 30

**Buckhannon-Upshur High School
6:00-7:00 PM**

September 14

Rock Cave Elementary School

September 28

Hodgesville Elementary School

October 12

French Creek Elementary School

October 26

Washington District Elementary School

November 16

Buckhannon-Upshur High School

November 30

Buckhannon Academy Elementary School

December 14

Union Elementary School

Want to help more? Join us for a Committee Meeting at Buckhannon-Upshur Middle School on September 1, 2021 beginning at 6:30PM.

For More Information visit www.upshurschools.com!

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

August 25th, 2021 at 10:00 am

At James W. Curry Public Library

Call to Order:

Roll Call

Public Comment Period

Approval of June 23rd, 2021 minutes

Approval of July 28th, 2021 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

FY 22 budget – tabled to August 25th. 2021 meeting due to lack of quorum

New Business:

Correspondence: Letter to the County Commission regarding additional appropriation from the Trust for FY 21-22

Proposed changes to the By-Laws regarding meeting schedule

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

Fundraising Committee at 11:00 am

- Expenditure/revenue review
- Gnome Quilt
- Brooks Hill Fair 2021
- SVFD Hayride 2021
- Santa's Workshop
- Festival of Lights Christmas Lights on Brooks Hill
 - Bev/George Fantasia – donating music for the pavilion in campground
 - Community Building
 - Laser light show
 - Vendors – doubtful
 - Doing concessions from their building

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, September 2, 2021**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or drop box behind City Hall.

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - A.3 Mayor's Greetings
- B. Recognized Guests**
 - B.1 Hank Phillips, BUHS Student Council
- 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 Official Oath of Office Council Member Shelia Lewis-Sines
 - D.2 CityPR: Shelia Lewis-Sines Sworn In As Buckhannon's Newest City Council Member
 - D.3 CityPR: Police Department Adds Two Certified Officers To The Force
 - D.4 Notice Accepting Applications for Water Plant Operator Position Deadline Date of 09/10/21
 - D.5 Notice Accepting Applications for Maintenance/Bus Driver Position Deadline Date of 09/10/21
 - D.6 FOIA Request from Kesner & Kesner, PLLC Attorney at Law RE: Accident Report
 - D.7 FOIA Request from Key Zoning Assessments, LLC RE: Taco Bell Planning/Zoning/Development Plans
 - D.8 Notice Accepting Letters of Intent for Competitive Examination for Position of the Rank of Captain in the BFD
 - D.9 Notice of Fire Civil Service Commission Accepting Applications for Position of Probationary Firefighter
 - D.10 Letter of Verification to Buckhannon Housing Authority RE: Kelson Drive & Hinkle Drive are in the City Limits for their Federal Inspection Requirements
 - D.11 UCBOE's News Release: Upshur Co Schools Vision of the Future-Public Meeting Schedule
 - D.12 2021 State Auditor's Training Seminar for Municipal Officials & Assistants -Registration & Schedule
 - D.13 FEMA Generator Project: Confirmation of approval of change of scope letter no. 3 budget revision no. 2
 - D.14 Fire Civil Service Commission Meeting Schedule for October 2021
 - D.15 Letter from Upshur County Commission RE: Upshur County American Rescue Plan Fund Allocation
- E. Consent Agenda**
 - E.1 Approval of Minutes -Regular Meeting 07/15/21, 08/03/21, 08/19/21
 - E.2 Approval of Building and Wiring Permits
 - E.3 Approval of Payment of the Bills
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 Fire Civil Service Commission Recommendation of Top 3 Candidates to Council for Consideration of Hiring & to Set Date of Interviews for Position of Probationary Firefighter
 - F.2 Fire Civil Service Commission Recommendation Approval of the Updated Fireman's Civil Service Commission Rules And Regulations
 - F.3 Event Request Firefighter Association Bell Ceremony 20yr Memorial of 9/11 Virtual-No Public Gathering due to COVID-19
 - F.4 Approval Appointment of Council Member Shelia Lewis-Sines to the Waste Collection Board
 - F.5 Approval Addressing/Mapping Renumbering of Beech Street
 - F.6 Approval Purchase of a Light Equipment Utility Vehicle -Street Department
 - F.7 Approval Demolition of Madison Street Structure & The Associated Asbestos Inspection Fees
 - F.8 Approval to Renew Annual Renewal Loan for Fiori Concrete Truck
 - F.9 Approval Appointments FY 2021/22 for UCCVB Council Member Representative- Randall Sanders And Television Cable Board 2 Vacant Seats
 - F.10 Approval Event Request BUHS Homecoming Parade 09/29/21-Closure of Main Street & Use of Jawbone Park for Pep Rally
 - F.11 Authorization to Use City Hall As Voting Precinct 9 for Elections
- 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 08/30/2021 Next Regular Scheduled City Council Meeting Thursday, September 16, 2021
REVISED Posted 08/31/21

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	<i>Regular Monthly Meeting</i>	Start Time	<i>5:00 PM</i>
Date	<i>Tuesday, September 7, 2021</i>	Place	<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-Larry Heater, Board Member-David Burr			
Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;			
System Operator-David Wamsley			
Recognize Current Customers			
Approval of Minutes - August 10, 2021 Regular Monthly Meetings			Vote
Treasurer Report/Payment of Bills for September/bal of August Invoices			Vote

ITEMS FOR DISCUSSION

Corporate Resolution - Bank Addition/Removal	Vote
Citizens Bank	
Quick Damage Claim	Vote
Discuss w/Attorney What to Do	
See AJB Denial of Claim Letter	
Old PSD Property Options	Vote
Discuss best way to proceed	
Phase III Extension Project Update	Vote
Invoice payment approval	
Progress Reports & Discussion	
Change Orders	
Project Underruns & Proposed Use	
Waugh Tank Overflow	
Master Meter Backflow	
Maintenance Report	
Leak Detection	
Testing	
Personnel	
Employee Reviews	

Date & Time of October 2021 Meeting - Tuesday, October 5, 2021 @ 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 August 24, 2021
Prepared by Board Chair and Office Manager August 27, 2021
Posted and Available to the Public on September 3, 2021*



**Upshur County Farmland Protection Board
Regular Monthly Meeting
January 13, 2021 at 1:15
Via conference call – 253-993-3180**

MEMBERS PRESENT: Lowell Peterson-Chairman, Dr. Joe Reed-Treasurer, Arley Robinson, John Sencindiver-Vice Chairman, Kristie G. Tenney.

MEMBERS ABSENT: Rob Hinton, Todd Payne

OTHERS PRESENT: Mimi Riffle, Amy Moloney

INTRODUCTION: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 1:20 p.m. by Lowell Peterson, Chairman.

PUBLIC QUESTIONS / COMMENTS: None

APPROVAL OF MINUTES: On Motion by Joe Reed, seconded by Arley Robinson, the Board moved to approve the minutes from October 2020 as presented. **Motion passed.** (No meeting in November or December.)

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

Locally important soils – Review of the letter John sent to State Conservationist and of the response received. All but two of the suggested soils were accepted and will be added to the NRCS/USDA approved soils list. The remaining soils may be used for local ranking if desired. Motion to accept all seven soils for local ranking purposes. 1st John Sencindiver, 2nd Arley Robinson. **Motion passed.**

Review/Approve Hicks monitoring report– Motion to accept the Hicks monitoring report as submitted. 1st John Sencindiver, 2nd Arley Robinson. **Motion passed.**

Queen easement – Status update– Amy spoke with Mike Queen January 12th. He continues to have questions but no answer about moving forward. Like-kind real estate transaction discussed. Amy indicated to Mike that a decision needed to be made before the February 10th board meeting.

Ranking Sheet – Motion to accept the suggested change to the ranking sheet as noted below. 1st John Sencindiver, 2nd Arley Robinson. **Motion passed.** It is noted that Dr. Reed abstained.

- | | | |
|----|---|----|
| 8. | 50 points max - Mineral Rights - CURRENT | |
| 1. | Mineral rights owned by landowner | 50 |
| 2. | Mineral rights severed – subordination possible | 10 |
| 3. | Mineral rights severed – subordination not possible | 0 |
| 8. | 50 points max - Mineral Rights - SUGGESTED | |
| 1. | Mineral rights owned by landowner/not leased | 40 |
| 2. | Mineral rights owned by landowner/leased | 10 |
| 3. | Mineral rights severed – subordination possible | 10 |
| 4. | Mineral rights severed – subordination not possible | 0 |

Amy was asked to re-rank applications received to date using the new ranking criteria.
New Applications – No applications were received under the January 1, 2021 deadline.

FINANCIAL MATTERS - UPDATE/ACTION ITEMS:

Financial overview dated January 13, 2021 was distributed by Dr. Reed. The only bills for payment are for SBS.

On motion by Arley Robinson, seconded by John Sencindiver, the Board accepts the treasurer's report to be filed for audit and approves payment of bills. **Motion passed.**

OTHER BUSINESS:

- Amy informed the Board that the State Association met via conference call January 12th. They are hoping for a conference in the fall.
- Dr. Reed mentioned the Leadership Academy in February.

DATE AND LOCATION OF NEXT MEETING: Wednesday, February 10, 2021 at 1:15 p.m.
Location and/or call-in will be as appropriate at the time.

ADJOURN: 2:13

Submitted By:

Amy Moloney

Approved:

John C. Sencindiver

James L. Peters



**Upshur County Farmland Protection Board
Regular Monthly Meeting
March 16, 2021 at 1:15**

**West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV
&
Via conference call – 253-993-3180**

MEMBERS PRESENT: Todd Payne, Lowell Peterson-Chairman, Dr. Joe Reed-Treasurer, John Sencindiver-Vice Chairman

MEMBERS ABSENT: Rob Hinton, Arley Robinson, Kristie G. Tenney

OTHERS PRESENT: Mimi Riffle, Amy Moloney

INTRODUCTION: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 1:29 p.m. by Lowell Peterson, Chairman.

PUBLIC QUESTIONS / COMMENTS: Mimi introductions. HB2999 discussion.

APPROVAL OF MINUTES: On Motion by Joe Reed, seconded by Todd Payne, the Board moved to approve the minutes from January 2021 as presented. **Motion passed.**

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

- **ANNUAL MEETING REQUIREMENTS:**
 - BUSINESS ITEMS – Discussion/Update/Action**
 - Easements closed in 2020 - zero
 - Partner funds obtained in 2020 - zero

FINANCIAL MATTERS – Discussion/Update/Action

- Transfer tax collected in 2020 - \$129,961.70
- Balance on hand January 31, 2020

○ Community Bank	01/31/20	\$ 75,132.11
○ Citizens Bank	02/13/20	\$144,553.33
○ WVMM	01/31/20	<u>\$404,906.95</u>
		<u>\$624,592.39</u>

PROGRAM REVIEW

- **Re-affirm the Program**
Specific discussion revolved around payment responsibility, which is re-state below:

Payment Responsibility - Purchased Easement:

Landowner pays: Appraisal, Survey, Title search & binder, Deed preparation, Closing costs (recording costs, document prep, attorney fees, etc.)

UCFPB pays: Baseline documentation, Annual monitoring.

UCFPB will pay for all items as they occur. Landowner will reimburse at closing. If an easement does not proceed to closing, costs will be handled as follows:

Landowner withdraws due to low appraisal value – UCFPB will cover costs incurred to date.

Landowner withdraws simply because they change their mind - Landowner is responsible for costs incurred to date. *Please see April 14, 2017 Program updates.*

The following Policies were approved by majority vote of the Board at the April 14, 2017 meeting:

Low Easement Value:

In accordance with previously established Policy, the landowner is required to pay full cost for the appraisal. This cost will be paid by the Board and reimbursed by the landowner at closing.

Section 7.b.i. (above) is appended to read: If the appraisal comes in with a value lower than the asking price (said price having been determined reasonable at the time of acceptance), the Board will pay 50% of the appraisal cost if the landowner chooses to withdraw their application.

Motion to re-affirm the program as presently stated. 1st Todd Payne, 2nd John Sencindiver. Joe Reed abstained. **Motion passed.**

- **Re-affirm Bylaws V20**

Specific discussion revolved around the correct version of the Bylaws document. It was noted that the version noted “2019 changes” is correct. Amy will update the document to reflect 2021.

Motion to re-affirm the Bylaws as presently stated. 1st Joe Reed, 2nd Todd Payne. **Motion passed.**

OFFICER REVIEW

Lowell Peterson - Chairman – 2nd term ends June 2023

John Sencindiver - Vice Chairman – 2nd term ends June 2023

Arley Robinson - Secretary – 1st term ends June 2021

Dr. Joseph Reed - Treasurer – 2nd terms ends June 2021

ELECTION OF OFFICERS – Motion to postpone elections until more members are present. 1st John Sencindiver, 2nd Todd Payne. **Motion passed.**

Queen easement – Status update– Mike Queen has agreed to move the easement forward. The “steps” letter was re-mailed to Mike 3/2/21. Option Contract and Agreement has yet to be returned. John agreed to perform the Hazardous review. A request for geological assessment has been submitted. Title work to be assigned to Mark Reed. Risk Assessment is to be on the next agenda.

Application Interest – Interest – David Hinkle inquired about his 2019 application. He was sent a new application and ranking sheet. Sherman Baxa inquired and was sent a “sale” and “donation” application. Both were made aware of the August 1, 2021 deadline. John Armstrong (tree farm) is also a potential applicant.

Review old applications under new soils reporting – Amy provided a landowner comparison of local soils with “before” and “after”. Copy attached.

Consideration to a new member (replacement for Dr. Reed) - County Commission request – Motion to recommend to County Commission that Mimi Riffle be appointed as of July to fill the vacancy that will be left by Dr. Reed. 1st John Sencindiver, 2nd Todd Payne. **Motion passed.**

FINANCIAL MATTERS - UPDATE/ACTION ITEMS:

Financial overview dated March 16, 2021 was distributed by Dr. Reed. The only bills for payment are for SBS.

On motion by Todd Payne, seconded by John Sencindiver, the Board accepts the treasurer's report to be filed for audit and approves payment of bills. **Motion passed.**

OTHER BUSINESS: None

DATE AND LOCATION OF NEXT MEETING:

ADJOURN: 3:56

Submitted By:

Amy Moloney

Approved:

John C. Sencindiver

Todd Payne

**Upshur County Family Resource Network
General Membership Meeting
May 10, 2021
Meeting Minutes (held virtually)**

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

Board Members not present: Rise Hanifan, Tonya Kittle, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Anne Chopyak (community), Nicki Bentley Colthart (Mountain CAP), Amanda Hayes (WVWC), Rita McCrobie (WV AG's office), Amy McMillan (B-U High School), Kathy McMurray (Director, Mountain CAP), Cara Price (WV PTI), Courtney Pride (WVU CED), Emma Rexroad (Unicare), Peggy Rittenhouse (MountainHeart), April Waybright (WV Birth to Three), and Morgan Hinzman (The Record Delta newspaper).

Introductions and opening prayer: Dr. Reed, Board chair, opened the meeting with prayer. Those present introduced themselves either in chat box or later in meeting.

Guest Speaker: Sarah Campbell, UC Senior Center—Sarah was unable to attend today's meeting to speak about the **Healthy Grandfamilies** program. Lori shared that she would provide a summary of this program, and get it to Ginny for sharing it with our email list. During today's meeting, several people offered to help with presentations: Rita McCrobie with the WV Attorney General's office, can present on substance abuse; Cara Price with WV PTI, offered to present on the IEP process as well as PRIDE classes and kinship care.

Guest Speaker: Beth Rogers, Upshur County Public Library—Beth is the Assistant Librarian. Part of what her position entails is community outreach. This year's Summer Reading Program will be a hybrid model, while last year's was online only due to the COVID pandemic. For those without technology devices, paper reading logs will be used. Beth explained that there will be 4 parts this year: early literacy (ages 3-4ish); elementary (K-6); teen (7th grade to high school); and adults. Readers earn prize points. While they are planning a few outdoor activities, the program mostly will be self-directed. The library is accepting new items for prizes. When asked about number of participants, Beth noted that in a "good year" they have 250-300 children participate. Last year, the numbers were down considerably.

Community Baby Shower-June 30th: Lori described how this year's outdoor event will work. It will be held at B-U High School parking lot in the evening. VIPS will do traffic control, and allow 5 cars through at a time. Two stations will be set up, the first one comprised of agencies, and the second one where participants can hand in their survey, get their diaper bag and other baby items, as well as a door prize. Participants will exit their vehicles to mingle among the agencies.

Other activities: Lori shared that she and Addie Helmick will set up at one Festival Friday, possibly June 18th, to hand out pinwheels and bags of goodies and information. They are working on ideas to have a school carnival-type game.

Information Sharing: Dr. Reed asked us to share whether or not we got the COVID vaccine yet

and to add anything we wanted. Of note, all participants had gotten the vaccine, with the exception of one who is pregnant and will be getting hers within about 2 weeks.

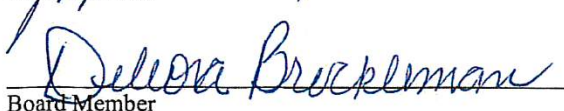
- Rita McCrobie provides drug prevention education and has attended “a ton” of Zoom calls and a couple health fairs.
- Amanda Hayes has taken a position at WV Wesleyan College (Manager of Marketing & Communication), and is still interested in the Upshur County Tobacco Prevention Coalition.
- Anne Chopyak indicated she’s happy to see her grandchildren. She shared that twice a month (2nd & 4th Saturdays from 5:00-6:30 p.m.) free community meals are distributed from the Presbyterian Church. Also, she’s been active with Friends of the Library and may like to join PIP at Festival Friday to recruit members.
- April Waybright, WV Birth to Three, indicated she can participate in the baby shower, as well as a presentation at Healthy Grandfamilies.
- Cara Price, WV Parent Training & Information, a federally-funded program, shared that she is constantly working with families.
- Courtney Pride, WVU Center for Excellence in Disabilities, Traumatic Brain Injury program, shared that they are starting a support group which will meet virtually the last Friday of the month beginning July 30th from 12-1 p.m. Also, individuals with TBI will meet the first Friday beginning 7/2/21 from 6-7 p.m. in their Morgantown office.
- Emma Rexroad, with Unicare, a Medicaid managed care organization, shared that she is getting back to working in communities.
- Jodi McQuillan, Community Coordinator with Right From the Start and HAPI, noted that some counties which they serve are understaffed. They are looking for new Designated Care Coordinators (R.N. or LSW), 304-376-0086. Services are mostly virtual yet.
- Kathy McMurray, Director, Mountain CAP, shared they are working with families affected by the fire in Adrian; 24 people were affected.
- Matt Kerner, Executive Director, Opportunity House, shared that they operate 3 residential facilities, and they are starting to open up 12 step meetings again. He noted that all residents are vaccinated.
- Nicki Bentley Colthart with Mountain CAP provided their phone number (304-472-1500) for anyone affected by the fire in Adrian to call.
- Dr. Joseph Reed thanked all for getting vaccinated. He shared info about steak sandwiches for sale during Strawberry Festival, and about the Green Bean Stroll in August.

Our next meeting will be June 14, 2021 at 12:00 noon, via Zoom.

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member



**Upshur County Farmland Protection Board
Regular Monthly Meeting
May 20, 2021 at 1:15**

West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV

MEMBERS PRESENT: Todd Payne, Lowell Peterson-Chairman, Dr. Joe Reed-Treasurer, John Sencindiver-Vice Chairman, Arley Robinson, Kristie G. Tenney

MEMBERS ABSENT: Rob Hinton

OTHERS PRESENT: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 1:18 p.m. by Lowell Peterson, Chairman.

APPROVAL OF MINUTES: On Motion by Joe Reed, seconded by John Sencindiver, the Board moved to approve the minutes from March 2021 as presented. **Motion passed.**

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

Queen easement – Status update– John Sencindiver went over the Hazardous Review from the property. He met with Mike Queen and discussed the documents as well as the oil and gas permits. There is a small reclaimed mine and a red stone mine. There is only one oil and gas well. There is a water well located at the house on the property. John noted that there are above ground storage tanks that contain diesel stored for the farm. The house also has a septic tank. He noted that there are four ponds on the property. John observed that at one particular pond there are buckets floating in it and was unsure of the purpose of the buckets. At this time they did not sign the report as he wanted to discuss it with the board prior to that. Geological update was that some of the coal has been mined. Mainly the red stone. The preliminary request was sent to Hymes and Coonts on May 19, 2021. Todd Payne made the motion that we proceed with the Queen property, motion seconded by Arley Robinson. **Motion Passed.**

Assessor Mailing: Kristie Tenney discussed that it is that time of year when we need to get the packets to the Assessor's office for them to include in this year's farm applications. Mimi Riffle stated that the Assessor's office is typically stuffing those envelopes at the end of May beginning of June. The group discussed the way the wording was on the slip that we currently provide. Dr. Joe Reed made the motion that we change the wording on the slip to indicate both of the deadlines. His motion included taking away the year and making it inclusive for each year so we will not have to change it each year. John Sencindiver seconded the motion. The Board moved to approve this motion. **Motion Passed.**

Hazardous Review Form: The current forms that we are using are inclusive for the state. The Board discussed that this form needs to be more specific for us and our county. John Sencindiver stated that he would speak with Amy to see about possibly creating our own to fit our needs. John stated that we need to streamline these. The decision on the review was tabled until the next meeting once we have more details.

New Member: In a previous meeting it was approved for Mimi Riffle to become a board member. After the meeting, a discussion was had that Mimi could potentially fill a need and help Amy Moloney reduce what she has to do for the group. Amy has expressed in the past that she would like to find a person that would be willing to help organize things for the group and work as an on call person as needed. Kristie Tenney discussed how the pass through would work if we decided as a group to have Mimi start to learn some of Amy's responsibilities. Since Mimi does not have a business license she could potentially be paid through the county. They would take her current rate and have to pay her time and half for any hours she works for the Board. The group discussed how this would work and what kind of time line it would take to make the transition. Todd Payne discussed that it is easier to find a board member than a person to coordinate the meetings. Closed door discussion was had about this. It was decided that the next agenda needs to include this topic. The agreement is that Mimi Riffle would work no more than 10 hours a month and start to learn what Amy does to help coordinate the meetings. This will only be decided once they speak to Amy Moloney.

Election of Offices:

Arley Robinson made the motion that the Treasurer be John Sencindiver and that Lowell Peterson maintain Chairperson. Todd Payne seconded the motion. **Motion passed.**

Dr. Joe Reed made the motion that Vice Chairperson should be Todd Payne with Arley Robinson as secretary. John Sencindiver seconded the motion. **Motion Passed.**

New officers:

Treasurer:	John Sencindiver
Secretary:	Arley Robinson
Vice Chairperson:	Todd Payne
Chairperson:	Lowell Peterson

FINANCIAL MATTERS - UPDATE/ACTION ITEMS:

Financial overview dated May 20, 2021 was distributed by Dr. Reed. The only bills for payment are for SBS.

On motion by Dr. Joe Reed, seconded by John Sencindiver, the Board accepts the treasurer's report to be filed for audit and approves payment of bills. **Motion passed.**

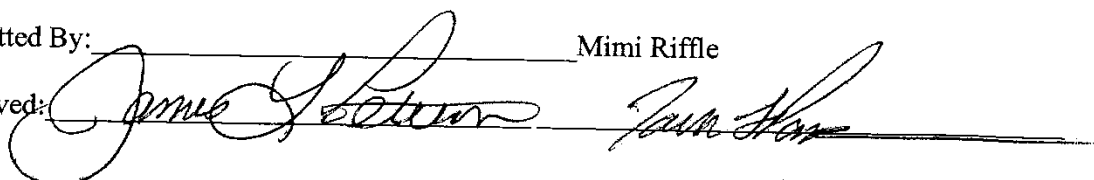
OTHER BUSINESS: None

DATE AND LOCATION OF NEXT MEETING: June 22, 2021 at 1 pm.

ADJOURN: 3:17

Submitted By: _____ Mimi Riffle

Approved: _____





**Upshur County Farmland Protection Board
Regular Monthly Meeting
June 22, 2021, at 1:15**

**West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV**

MEMBERS PRESENT: Todd Payne-Vice Chairman, John Sencindiver-Treasurer, Arley Robinson-Secretary, Kristie G. Tenney

MEMBERS ABSENT: Rob Hinton, Lowell Peterson-Chairman, Dr. Joe Reed

OTHERS PRESENT: Mimi Riffle

CALL TO ORDER: The Upshur County Farmland Protection Board meeting was called to order at 1:16 p.m. by John Sencindiver.

APPROVAL OF MINUTES: On Motion by John Sencindiver, seconded by Arley Robinson, the Board moved to approve the minutes from May 2021 as presented. **Motion passed.**

BUSINESS ITEMS - UPDATE/ACTION ITEMS:

Queen easement – Status update–

- The Hazardous Review form has been signed.
- Title work submitted by Hymes & Coonts. Amy would like to see the Deed Book and Page references for the Right-of-Ways listed in the report. Also, it's advisable to dig a little deeper into the records than this report provides in order to see some of the wording in the leases and severances.
- Option Contract and Agreement not yet signed.
- Appraisal will not be requested until OC&A is signed.

Creation of county specific Hazardous Review Form: John will create the form and send to Mimi for formatting. This will be presented at the next meeting for review.

Hiring of Employee: Motion made to go into executive session at 1:51. 1st Todd, 2nd John. Motion to leave executive session at 2:08. 1st Arley, 2nd John. Motion to hire Mimi Riffle as an independent contract to fill to position of Administrator. 1st Todd, 2nd John. **Motion passed.**

Vacant Board seat: Suggestions include Jody Light, Steve Foster, JC Rafferty. John and Todd will make inquiries.

Resolution for Dr. Reed: Motion to adopt the Resolution of Appreciation as amended and present it to Dr. Reed at a County Commission meeting. 1st John, 2nd Arley. **Motion passed.** It was noted that an update of the Farmland Protection Board would be presented to the County Commission at the same time.

FINANCIAL MATTERS - UPDATE/ACTION ITEMS:

Financial overview not available. Bill for payment - SBS. CD scheduled to roll-over.

OTHER BUSINESS:

- Association training scheduled for October 7th. More details will follow. All are encouraged to attend.
- Letters from the Assessor have been mailed. Our insert was included.

DATE AND LOCATION OF NEXT MEETING: July 15, 2021 at 6 pm. Location to be determined (4H/Extension office or County Commission room).

ADJOURN: 2:43

Submitted By:

Amy Moloney

Approved:

John C. Incindiver

Tammy

James W. Curry Library/Park Advisory Board Meeting MINUTES

June 23rd, 2021 at 10:00 am

At James W. Curry Public Library

The June 23rd, 2021 meeting of the Advisory Board was called to order at 10:05 am by Erv Lake, President.

Roll Call: Present: Erv Lake, Tink Simmons, Tricia Tolliver, Shanna Collins, Carrie Wallace
Remote: Technical difficulties: Lori Ulderich Harvey Absent: Sara Collins
Guests: Nate Kennedy Staff: Jonathan Freeman, Judith Williams

Public Comment Period: None

The May 26th, 2021 meeting minutes were reviewed. A motion was made by Tricia and seconded by Tink that the minutes be approved. Motion carried.

Staff Reports

Park: Same old, same old. Camping has been somewhat slow; however, pavilion use has been busy. Weather seems to be the primary deterrent. Everything is going well, despite being a little behind on mowing due to weather.

Library: Activity up significantly with events and summer reading. We have 21 children signed up and actively participating in the Tales and Tails Summer Reading Program. Family Storytime is on hiatus until we resume August 17th. Our Callanetics program is currently on hold due the health of the instructor. Glow Stick party was a success (serving 28 children and 38 adults) and was the most financially successful thus far (\$338.18 after expenses). No significant developments on the grant front. It doesn't look like there is any viable opportunity with regard to the AER Grant. Currently looking into the Association of Rural and Small Libraries Community Engagement grant to see if it is consistent with and relevant to the library's mission and the community

ARP funds are limited to water, sewer, and broadband. Although the amount sounds large it won't even cover money to the PSDs (many leaks, and structural issues, incongruities between billing and purchasing of water). The library expansion remains on the list, but the likelihood of it being granted is extremely remote.

Timber: Report on Black Walnut trees at the Curry house (see attached). Blight doesn't kill all the black walnut, so ours have resisted thus far. Erv asked what the worth would be (quote). The one in the back is easily harvested, the other would fall in the yard and would require clean up (trunk/root removal). 1/3 limbs in crown are dead, also has some holes where limbs have been lost. We need to look into what we can get from those trees rather than it go to waste. One of the trees has some problems (shorter). Value would be over \$1000.00 possibly much more. We would need someone who deals with hardwood and/or has a portable saw mill. Lumber futures have dropped 50% recently. Nate asked to get quotes for next meeting. Money's realized would go the Curry Library and Park accounts, but could be earmarked fund raising efforts for programming. \$.60 - \$1.00 per board foot rough estimate on value. We

James W. Curry Library/Park Advisory Board Meeting MINUTES

would need to be specific about size of limbs to be harvested and to be disposed of. We would need to weight clean-up cost as part of the contract against the value of the harvesting.

Review/Report

Old Business:

FY22 budget – Trust is currently doing very well although it is subject to rapid and unpredictable change in current market. This is the year to address infrastructure concerns with Fulton Financial. We need gravel for the campground and a new mower. We were originally going to apply through Weyerhaeuser for a grant to cover the mower. We have held off in an effort to maintain good relations with Youth Camp. Weyerhaeuser has not responded to multiple emails to determine if Commission would have to prioritize between two agencies should they both apply. Jonathan has gotten bids for new mower. Submit request to Fulton for the funds to replace the server which is necessary to keep our technology platform stable and the gravel and the mower. Carrie will simultaneously apply for the Weyerhaeuser Grant for the mower. If both are awarded, trust funds will be used towards operations. Gather paperwork (bids) for server (done), mower (done) and get quote for gravel. Carrie reviewed email explanation from Fulton regarding disbursement affecting the principal; the 5th annual payment always consists of trust's principal to reach the 5% required distribution by the IRS.

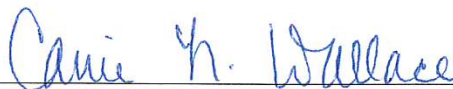
Review of COVID-19 Operating Procedures – Pretty well back to normal everywhere with Governor's mask mandate changes. No longer required to perform extra cleaning procedures but will continue to use sprayer for disinfecting the outhouses.

New Business:

There being no further business meeting was adjourned at 10:41 am.



Ervin Lake



Carrie Wallace



Patricia Tolliver



Lori Ulderich Harvey



Sara Collins



Shanna Collins

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

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, July 6, 2021.

Chair, Carey Wagner, called the meeting to order at 5:07 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater (absent) and Board Member-David Burr

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

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

Recognize that three (3) customers were present.

APPROVAL OF MINUTES

Minutes of June 1, 2021 Regular Monthly Meeting and June 14, 2021 Special Budget Meeting were presented for approval. **David Burr made a motion to approve the minutes. Carey Wagner seconded. Motion carried**

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

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

CENTRAL VAN LINES – MOVING COMPANY

Carolyn Douglas presented the quote from the moving company for review/approval. **David Burr made a motion to approve the quote and use the moving company for relocation. Carey Wagner seconded. Motion carried**

OFFICE CLOSURE FOR MOVING

Carolyn Douglas ask the Board to approve closing the office for the week of July 19 – 23, 2021 for relocation to the new office on Fallen Road. **David Burr made a motion to approve closing that week. Carey Wagner seconded. Motion carried**

PHASE III EXTENSION PROJECT

Cary Smith with Region VII presented IJDC Request # 13 in the amount of \$137,991.00; which will be broken down to \$29,991.00 for A. J. Burk and \$108,000.00 for Chojnacki. **David Burr made a motion to approve and make payments. Carey Wagner seconded. Motion carried**

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

PHASE III EXTENSION PROJECT (continued)

Greg Belcher gave updates on the all contractors and their punch lists. Work on King Schoolhouse paved driveways has been rejected by the inspector and will need to be redone as soon as possible.

Greg again spoke to the Board about backflow cost and the cost of a retainer wall for Waugh Tank overflows. There is also a possibility Hoping to utilize some of the American Rescue Funds to aid in both of these projects as well as the purchase of new hydrants to replace broken ones on our system.

MAINTENANCE

Dave Wamsley, System Operator, discussed the June Maintenance Report. Leak detection was discussed at length again due to the city water bills which are continuing to be high because of this water loss; and now we are facing a substantial rate increase from the City effective August 1, 2021 which will also impact the extra water we are losing.

There being no further business, **the meeting adjourned on motion made by Carey Wagner and seconded by David Burr.** Meeting adjourned at 6:06 p.m.

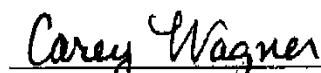
The next meeting will be held on Tuesday, August 3 2021 at 5:00 p.m.

Respectfully submitted:

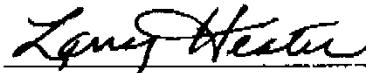
ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda
Sign In Sheet


Approved By:



Board Chair/Treasurer
Carey Wagner



Secretary
Larry Heater



Board Member
David Burr

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

Board Members present: Tina Helmick, Jodi McQuillan, Dr. Joseph Reed, and Beth Rogers.

Board Members not present: Debora Brockleman, Rise Hanifan, Addie Helmick, Matt Kerner, Tonya Kittle, Kristie Tenney, and Eddie Vincent.

Staff: Lori Ulderich Harvey and Ginny Dixon

Community Members present: Anne Chopyak (community), Taylor Daugherty (Aetna), Kari Frye (Dr. Farry's office), Amanda Hayes (WV Wesleyan College), Emma Rexroad (Unicare), Peggy Rittenhouse (MountainHeart), Suree Sarceno (VITA), Brad Story (Highland Hospital), Barb Tucker (Adolescent Initiative), April Waybright (WV Birth to Three), and Amanda White (The Health Plan). Cara Price (WV PTI) tried to join the meeting but got disconnected several times.

Welcome, invocation, introductions: Dr. Reed, Board chair, opened the meeting with prayer. Those present introduced themselves and answered whether they/their agency allowed them to attend in-person meetings and whether there were any stipulations. All present indicated they were permitted to attend in-person meetings currently.

UCFRN is losing storage space: Lori offered the history of our having storage space free of charge, thanks to Literacy Volunteers of Upshur County allowing us to use one room located above First Community Bank. The bank needs everything removed from that floor by the end of this month! The UCFRN is looking for somewhere to store items, and they do not fit into the UCFRN office. Dr. Reed asked whether we needed temperature control, which would be nice but not necessary. He mentioned the City property on Mud Lick Rd., and suggested Lori speak with Jerry Arnold to learn if they would have anything suitable for our storage needs.

Community Baby Shower hot wash: Lori reported that we had diaper bags and goody bags packed for 30 moms, but 1 or 2 not registered showed up and we scrambled to assemble bags for them on the spot. We also helped out the daughter of a woman who works at SYCC. The weather cooperated for the baby shower. Lori wants to give VIPS a monetary donation and gift certificates (possibly Little Caesar's or such) to Opportunity House folks. Both organizations which were a tremendous help!

Healthy Grandfamilies program: Only one grandparent has been participating in the Summer sessions, and she has needed the information and support which has been provided. Lori and Sarah Campbell are going to meet with some social workers, counselors, etc. to get the word out within our schools. We may be able to put information about the Healthy Grandfamilies program in students' back to school packs, to help promote the program in the Fall. The Upshur County Senior Center will once again be open and meetings can be held there.

Other: Lori noted that the FRN grant is signed and turned in. The Bureau of Children and Families is splitting, and more information will be forthcoming on just how that will impact FRNs. The Foster Care/Adoption support group will resume get-togethers, the frequency of

which is to be determined yet. Barb Tucker's grant now includes tobacco prevention, and she can use educational items which the FRN has had in storage. Please note that some business usually covered in PIP Team meetings was combined today with FRN business.

Our next meeting will be on August 9, 2021 at 12:00 noon. Dr. Reed offered First Presbyterian Church at 13 S. Locust Street, Buckhannon, for our in-person meeting, both the UCFRN Board and general meetings. Ginny will arrange to get cold drinks to the church ahead of time, and will contact Sam's Pizza re: delivering pizzas for our general meeting. Location of future meetings TBD.

Respectfully submitted,


Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

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

July 28th, 2021 at 10:00 am

At James W. Curry Public Library

Due to the failure to achieve a quorum, there was no Advisory Board meeting this month.

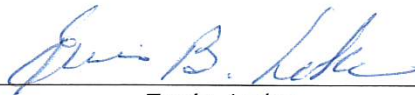
Review/Report

Old Business:

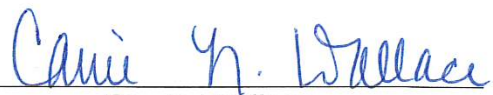
FY22 budget

Review of COVID-19 Operating Procedures

New Business:



Ervin Lake



Carrie Wallace



Patricia Tolliver



Lori Ulderich Harvey



Sara Collins



Shanna Collins