

Upshur County Commission Meeting Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: January 9, 2020

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• December 19, 2019
• December 23, 2019 – Special Meeting
- 9:15 a.m. Discuss Humphrey Case Number 121318-01 (Washington Tax District – Tax Map 6L – Parcel Number 11.3) – The Order Setting Forth Findings of Fact and Conclusions of Law entered on September 26, 2019 provided the property owner with ninety (90) calendar days to have all debris and trash removed from the property.
- 9:30 a.m. Lori Ulderich Harvey, Upshur County Family Resource Network Director – Presentation of Law Enforcement Appreciation Proclamation Page 6-7
- 10:00 a.m. Public hearing and **first reading** of suggested revisions to the Upshur County Floodplain Ordinance, previously adopted on September 16, 2010. Page 8-40
- 6:00 p.m. Tennerton PSD Boundary Extension Hearing – Circuit Courtroom

Items for Discussion / Action / Approval:

1. Election of Commission President for 2020 Calendar Year *
2. Oath of Office for the Commission President *
3. Establish date and time for regular Commission Meetings *
4. Approval of Local Rules for Commission Meetings * Page 41
5. Approval of registration sign-in sheet in accordance with WV Code §6-9A-3 * Page 42
6. Discuss agenda format and material *
7. Establish Hours of Operation for the Upshur County Courthouse, Annex and Administrative Annex *
8. Approval of 2020 Holiday Schedule and Administrative Closures * Page 43
9. Affidavit of Commission President, Sheriff and County Clerk Establishing Facsimile Signature * Page 44-49
10. Consider Commissioner Board Appointments *: Page 50
 - Court Security Advisory Board
 - Lewis-Upshur Community Corrections Board
 - Upshur County Farmland Protection Board

- Lewis-Upshur Local Emergency Planning Committee
- Region VI Work Force Investment Board
- Region VII Planning & Development Council
- Upshur County 4H Foundation
- Upshur County Development Authority
- Upshur County Enhanced Emergency Telephone Board
- Upshur County Extension Service Committee
- Upshur County Fire Board Incorporated
- Upshur County Senior Center Board
- Upshur County Family Resource Network
- Upshur County Youth Council, Incorporated (SYC)
- Corridor H Authority
- Mountain CAP of West Virginia, Incorporated
- Buckhannon-Upshur Airport Authority
- Emergency Food and Shelter Program

11. Order appointing Daya Masada Wright as Administratrix De Bonis Non for the Estate of Lois Jeanette Brown, deceased. Page 51
12. Approval of Upshur County Commission's mission statement for purposes of meeting grant requirements set by the WV Division of Justice and Community Services. * Page 52
13. Approval of Board of Review & Equalization 2020 schedule * Page 53
14. Approval of Board of Review & Equalization (BORE) Publication Notice; the County Commission will sit as the Board of Review and Equalization beginning at 1:00 p.m. on the 30th day of January, 2020, and shall continue until the work is complete but will adjourn no later than the close of business on the 18th day of February, 2020. * Page 54
15. Approval and signature of correspondence to the Upshur County Assessor and Property Tax Division of the State Tax Department, giving authorization to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after January 30, 2020, must be forwarded to the Commission sitting as the Board of Review & Equalization. * Page 55
16. Approval for Carrie Wallace, County Administrator, to sign Application for Pennsylvania – Out of State Dealers 2020 – Kennel License for the Lewis-Upshur Animal Control Facility. * Page 56-61
17. Approval and signature of a Proposal for Financing provided by Country Roads Leasing, LLC and Resolution Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith. The tax-exempt lease-purchase financing for the acquisition of a 2020 Ford Explorer will cost \$8,678.50 annually over a period of four years resulting in a total acquisition cost of \$34,714. * Page 62
18. Approval of "Requests for Bids" and Minimum Vehicle Specifications for one police interceptor sedan. Sealed Proposals must be received no later than 4:00 p.m. on February 5, 2020 at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 10:00 a.m. on Thursday, February 6, 2020. * Page 63-64

19. Correspondence from Robert L. Morris, Jr., Chairman of the Robert C. Byrd Corridor H Highway Authority, requesting for the Commission to consider making a financial contribution in the amount of \$5,000 to the Corridor H Authority during fiscal year 2020. This item was tabled during the regularly scheduled Commission Meeting held on May 2, 2019. * Page 65-66
20. Approval and signature of a Gold Service Agreement with ThyssenKrupp Elevator Corporation. ThyssenKrupp Elevator Corporation will provide a comprehensive maintenance program designed to protect and maximize the performance, safety, and life span of the hydraulic elevator located within the Upshur County Courthouse Annex. Upon approval, the agreement will be in effect immediately and the price for the services stated within the agreement will be \$225 per month, payable annually in advance.* Page 67-77
21. Approval and adoption of the 2020 Standard Mileage Rates for Business, Medical and Moving Announced – December 31, 2019* Page 78
22. Approval and signature of an Authorization to Destroy Records. * Page 79
23. Discuss E-911 Communication Center on-call scheduling proposal. * Page 80
24. 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.

For Your Information:

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

1. Representatives of the Water & Wastewater Division, Legal Division, and Engineering Division's response to the Upshur County Commission/City of Buckhannon/Tennerton PSD/Hodgesville PSD Informal Request. Page 81-91
2. Correspondence from Joseph A. Tenney, Tennerton PSD Chairman regarding the public hearing scheduled for January 9, 2020. Page 92
3. Correspondence from Jason S. Harshbarger, Dominion Energy State Policy Director, regarding safe digging throughout the community. Page 93-94
4. Correspondence from Hannah Lively announcing her resignation from the Buckhannon-Upshur Parks and Recreation Advisory Board, effective immediately. This term expires on June 30, 2019 and is a Board of Education appointee. Page 95
5. Fiscal Year 2020 Land and Water Conservation Fund Notice: Invitation to Submit Applications by May 1, 2020. Page 96-97
6. Upshur County Safe Structures and Sites Enforcement Board Petition for Order --- Case Number 061319-02 (Banks Tax District – Tax Map 3P – Parcel Number 20.1) Page 98-99
7. Upshur County Building Permits for the month of December 2019 Page 100
8. Upshur County E911 Communication Reports – November and December 2019 Under separate cover

- Monthly Department Summary Report
- Monthly Wrecker Report

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9. Upshur County Mileage Reports – November, 2019

Page 101-110

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

10. Public Notices:

a. Newsletters and/or Event Notifications:

- The Curry Courier – November and December 2019

Page 111-114

b. Agendas and/or Notice of Meetings:

- | | | |
|---|------------------|-----------------|
| • City Council of Buckhannon | January 2, 2020 | <u>Page 115</u> |
| • City of Buckhannon Waste Collection Board | January 2, 2020 | <u>Page 116</u> |
| • Buckhannon-Upshur Airport Authority | January 9, 2020 | <u>Page 117</u> |
| • Upshur County Safe Structures and Sites Enforcement Board | January 9, 2020 | <u>Page 118</u> |
| • Upshur County Solid Waste Authority | January 13, 2020 | <u>Page 119</u> |
| • Lewis-Upshur Community Corrections Board | January 13, 2020 | <u>Page 120</u> |

c. Meeting Minutes:

- | | | |
|---|-------------------|---------------------|
| • Upshur County Safe Structures and Sites Enforcement Board | November 14, 2019 | <u>Page 121-122</u> |
| • Upshur County Fire Board Special Meeting | November 19, 2019 | <u>Page 123</u> |

d. Meetings:

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|-------------|------------|---|
| • 01/07/20 | 5:30 p.m. | Elkins Road PSD |
| • 01/07/20 | 4:00 p.m. | Hodgesville PSD |
| • 01/02/20 | 7:00 p.m. | Banks District VFD |
| • 01/02/20 | 7:00 p.m. | Selbyville VFD |
| • 01/13/20 | 12:00 p.m. | Upshur County Family Resource Network |
| • 01/13/20 | 4:30 p.m. | Upshur County Solid Waste Authority |
| • 01/13/20 | 5:30 p.m. | Buckhannon-Upshur Recreational Park Advisory Board |
| • 01/13/20 | 6:00 p.m. | Lewis-Upshur Community Corrections Board |
| • 01/14/20 | 7:30 p.m. | Adrian VFD |
| • 01/02/20 | 6:00 p.m. | Buckhannon-Upshur Board of Health |
| • 01/15/20 | 7:00 a.m. | Upshur County Development Authority – Full Board |
| • 01/15/20 | 12:00 p.m. | Upshur County Senior Center Board |
| • 01/09/20 | 3:00 p.m. | Upshur County Conventions & Visitors Bureau |
| • 01/08/202 | 7:00 p.m. | Warren District VFD |
| • 01/02/20 | 3:00 p.m. | Adrian PSD |
| • 01/08/20 | 3:00 p.m. | Tennerton PSD |
| • 01/09/20 | 4:00 p.m. | Upshur County Safe Sites & Structures Enforcement Board |
| • 01/09/20 | 7:30 p.m. | Buckhannon VFD |

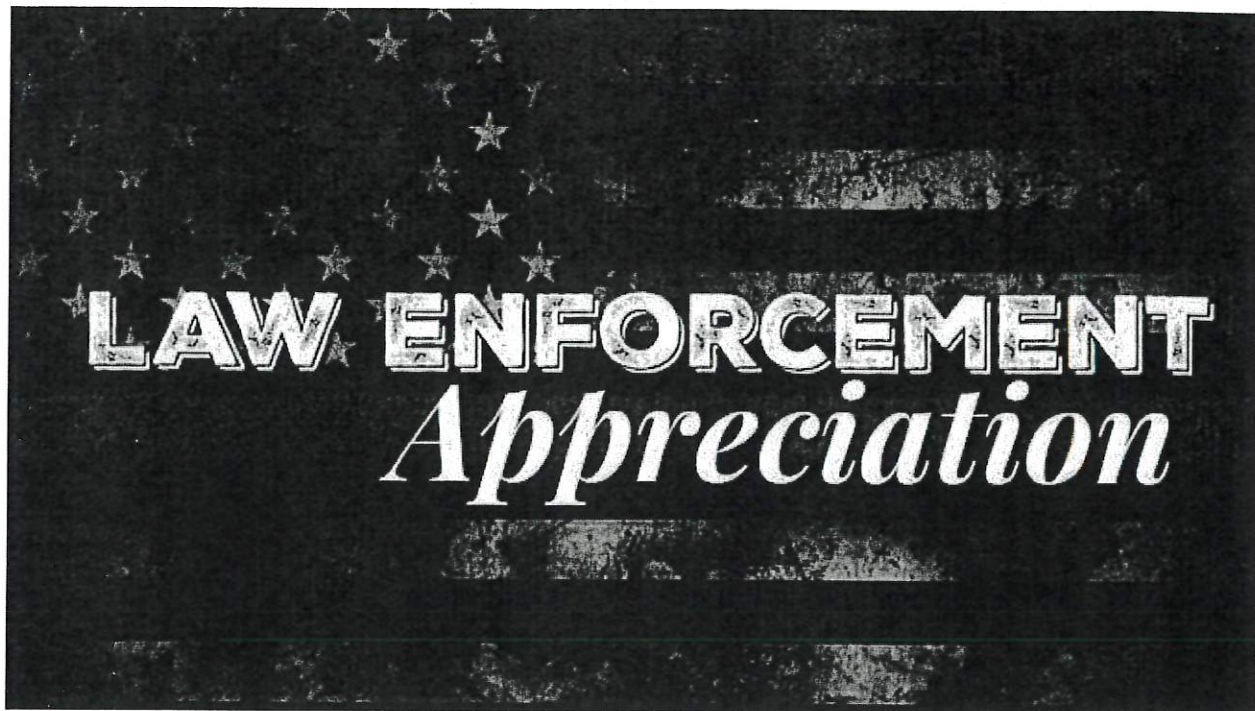
- 01/09/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 01/16/20 6:30 p.m. Upshur County Youth Camp Board
- 01/19/20 6:00 p.m. Washington District VFD
- 01/20/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 01/15/20 4:00 p.m. Upshur County Public Library Board
- 01/21/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 01/21/20 6:30 p.m. Upshur County Fire Board, Inc.
- 01/21/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 01/08/20 7:00 p.m. Ellamore VFD
- 01/15/20 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 01/16/20 2:00 p.m. Upshur County Farmland Protection Board
- 03/25/20 10:00 a.m. James W. Curry Advisory Board
- 01/27/20 7:00 p.m. Upshur County Fire Fighters Association
- 01/08/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 03/13/20 11:00 a.m. Region VI Local Elected Officials
- 01/27/20 12:00 p.m. Region VII Planning & Development Council

3. Appointments Needed or Upcoming:

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
January 16, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex



A proclamation of Upshur County Commission recognizing January 9, 2020 as Law Enforcement Appreciation Day in Upshur County:

WHEREAS, on NATIONAL LAW ENFORCEMENT APPRECIATION DAY on January 9th each year, across our country, citizens take the lead to show their support. Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities, and for that, as a society, we are grateful.

WHEREAS, from local, state and federal, their duties command dedication. The jobs are often thankless and take them away from their families for long hours. Rarely do they know what their days have in store for them. Often law enforcement are the only paid emergency resource a community has. More often they work in coordination with other local, state, federal, and volunteer organizations to make communities safer.

WHEREAS, on January 9th of each year, we will call our nation's citizens to action in support of law enforcement. Those citizens who appreciate law enforcement and are discouraged about the negative attention being given to law enforcement are encouraged to take time on January 9th to show their support. Our citizens can show their support in a number of ways such as sending a note of thanks, wear blue clothing or shine your blue light, share a positive story involving law enforcement on social media, encourage children in the community to write letters of support to local law enforcement, etc.

WHEREAS,
NOW, THEREFORE BE IT PROCLAIMED BY THE UPSHUR COUNTY COMMISSION,
that they hereby proclaim January 9, 2020 Law Enforcement Appreciation Day in Upshur
County and encourage the residents of Upshur County to positively support all forms of law
enforcement. Encourage others to do the same. In short, thank them for their selfless service.

Terry Cutright, Upshur County Commission

Kristie Tenney, Upshur County Commission

Samuel Nolte, Upshur County Commission

On this date, January 9, 2020

UPSHUR COUNTY FLOODPLAIN ORDINANCE

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AN ORDINANCE ESTABLISHING A FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA);

REQUIRING ALL CONTRACTORS, PERSONS, PARTNERSHIPS, BUSINESSES AND CORPORATIONS TO OBTAIN A BUILDING PERMIT FOR ALL OF THE UNINCORPORATED AREAS OF UPSHUR COUNTY FOR ANY AND ALL DEVELOPMENT, SITE PREPARATION, CONSTRUCTION, SUBSTANTIAL IMPROVEMENT OR RELOCATION OF ANY BUILDING OR STRUCTURE;

PROVIDING FOR CERTAIN MINIMUM STANDARDS FOR CONSTRUCTION WITHIN THE FLOODPLAIN AREA AND SETTING FORTH SPECIAL PROCEDURES FOR SUBMISSION AND APPROVAL OF PLANS;

ESTABLISHING PENALTIES FOR ANY PERSON WHO FAILS TO COMPLY WITH THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

AUTHORITY AND PURPOSE:

THE PROVISIONS OF THIS ORDINANCE HAVE BEEN PREPARED WITH THE INTENTION OF MEETING THE REQUIREMENTS OF SECTION 60.3 (d) OF THE NATIONAL FLOOD INSURANCE PROGRAM, THE NATIONAL FLOODPLAIN INSURANCE ACT OF 1968 (PUBLIC LAW 91-152) AMENDED BY THE CONGRESS OF THE UNITED STATES THROUGH THE 15TH OF FEBRUARY, 1975, WEST VIRGINIA CODE 7-1-3v, 7-1-3n and 7-1-3kk and WEST VIRGINIA CODE 8A-4-2, 8A-5-7, 8A-7-2.

BE IT ENACTED AND ORDAINED by the County Commission, Upshur County as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Intent

The intent of this ordinance is to:

- A. Promote the general health, welfare, and safety of the community.
- B. Require a building permit for all unincorporated areas of Upshur County and compliance with the Upshur County Building Permit Ordinance. Permit must be obtained before the start of the project
- C. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.

- D. Minimize danger to public health and safety by protecting water supply and sanitary sewage disposal in cooperation with the County Sanitarian, and to protect natural drainage.
- E. Assure the County Assessor obtains information concerning improvement of real property as required by WV State Code 11-3-3A.
- F. Assure County E-911 addresses are obtained to maintain the currency of established emergency response dispatch systems.
- G. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing the unwise design and construction of development in areas subject to flooding.

Section 1.2 Abrogation and Greater Restrictions

This ordinance supersedes any ordinance currently in effect in flood prone areas. Any ordinance, however, shall remain in full force and effect to the extent that its provisions are more restrictive.

Section 1.3 Applicability

It shall be unlawful for any contractor, person, partnership, business, or corporation to undertake or cause to be undertaken, any development, new construction, substantial improvement, repair of substantial damage, or the placement or relocation of any structure (including manufactured homes) within the unincorporated areas of Upshur County unless a permit application has been completed and a permit or certificate of compliance has been obtained from the Floodplain Administrator. For any site preparation and/or placement of fill material in any designated flood plain area an environmental assessment report / impact statement must be submitted to and approved by the Floodplain Administrator. In addition, where land partially or fully in the floodplain is to be developed, subdivided, utilized for a manufactured home park or subdivision or otherwise developed, a site plan with elevation data must be submitted to, and approved by, the Floodplain Administrator prior to any development. Provision of all other codes, ordinances, and regulations shall be applicable insofar as they are consistent with the provisions of this ordinance and the community's need to minimize the hazards and damage resulting from flooding.


Section 1.4 Matters not provided for specifically

Where conditions are encountered that are not specifically provided for herein, the Floodplain Administrator shall determine the applicability of the provisions of this ordinance in accordance with its intent, and shall require the applicant to take appropriate measures pursuant to such determination.

ARTICLE II - INTERPRETATIONS AND DEFINITIONS

Section 2.1 Interpretations

- A. For the purpose of this ordinance, the following interpretations shall apply:
1. Words used in the present tense include the future tense
 2. The singular includes the plural.

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3. The plural includes the singular.
 4. The word “person” includes corporation, unincorporated association or partnership as well as an individual
 5. The term “shall” or “will” is always mandatory.
 6. The word “building” or “structure” shall be construed as if followed by the phrase “or part thereof”.
 7. The word “Ordinance” shall refer to the Floodplain Ordinance.

Section 2.2 Definitions

General

Unless specifically defined below, words and phrases used in this ordinance shall be interpreted so as to give this ordinance it's most reasonable application.

Appurtenant Structure

A structure on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. This does not include a gas or liquid storage tank.

Base Flood

Means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation:

The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map, for the purposes of this ordinance, the one hundred (100) year flood or 1% annual chance flood.

Basement

Any area of the building having its floor sub grade (below ground level) on all sides.

Certificate of Compliance

A certification that the entire development, including the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

Contractor - WV State Code 21-11-3(c)

A person who in any capacity for compensation, other than as an employee of another, undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, structure or excavation associated with a project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of the undertaking is one thousand dollars or more. Contractor includes a construction manager who performs management and counseling services on a construction project for a professional fee.

Contractor does not include:

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(1) One who merely furnishes materials or supplies without fabricating or consuming them in the construction project.

(2) A person who personally performs construction work on the site of real property which the person owns or leases whether for commercial or residential purposes;

(3) A person who is licensed or registered as a professional and who functions under the control of any other licensing or regulatory board, whose primary business is real estate sales, appraisal, development, management and maintenance, who acting in his or her respective professional capacity and any employee of such professional, acting in the course of his or her employment, performs any work which may be considered to be performing contracting work

(4) A pest control operator licensed under the provisions of section seven, article sixteen-a, chapter nineteen of this code to engage in the application of pesticides for hire, unless the operator also performs structural repairs exceeding one thousand dollars on property treated for insect pests; or

(5) A corporation, partnership or sole proprietorship whose primary purpose is to prepare construction plans and specifications used by the contractors defined in this section and who employs full time a registered architect licensed to practice in this state or a registered professional engineer licensed to practice in this state. Contractor also does not include employees of such corporation, partnership or sole proprietorship.

Critical Facility

Any facility in which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible. If a critical facility must be located in a floodplain it should be provided a higher level of protection so that it can continue to function and provide services during a flood.

Development

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Flood

A general and temporary inundation of normally dry land areas.

Flood Insurance Rate Map (FIRM)

The official map on which the Federal Emergency Management Agency or Federal Insurance Administrator has delineated both the areas of special flood hazard areas and the risk premium zones applicable to the community

Flood Insurance Study:

The official report in which the Federal Emergency Management Agency has provided flood profiles, floodway information, and water surface elevations.

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Floodplain

- (1) A relatively flat or low land area adjoining a river, stream, or watercourse which is subject to partial or complete inundation;
- (2) An area subject to the unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain Administrator

The Permit & Ordinance Officer shall be the Floodplain Administrator. The Floodplain Administrator may also be identified as the Floodplain Manager.

Floodway

The channel of a river or other watercourse and the adjacent land area that must be reserved to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.

Flood Proofing

Any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Freeboard

A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for unknown factors that may contribute uncertainty to flood heights of any given flood and floodway condition, such as wave action, blockage at stream crossings, and increased runoff from urbanization of the watershed.

Highest Adjacent Grade

The highest natural elevation of the ground surface prior to construction next to the proposed foundation of a structure.

Historic Structure

Any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district

- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
- (i) By an approved state program as determined by the Secretary of the Interior; or,
 - (ii) Directly by the Secretary of Interior in states without approved programs.

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Licensed Manufactured Home Dealer

A business licensed to sell Manufactured Homes in the state of WV as set forth in the WV state code.

Licensed Manufactured Home Installer

A contractor licensed to install Manufactured Homes in WV as set forth in the WV State Code.

Licensed Professional Surveyor

Any person licensed by the WV state board of examiners of land surveyors to engage in the practice of land surveying as defined in WV state code.

Lowest Floor

The lowest floor of the lowest enclosed area (including basement). An unfinished enclosure constructed with flood resistant materials as defined in FEMA Technical Bulletin 2-93 (FIA-TB-2) and usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; Provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

New Construction

Structures for which the Start of Construction as herein defined commenced on or after July 01, 1987 and including any subsequent improvements to such structures.

One-Hundred (100) Year Flood

A flood that has one chance in one-hundred or a one percent chance of being equaled or exceeded in any given year.

Person

Any individual or group of individuals, corporation, partnership, association or other entity, including State and local governments and agencies.

Any service or creative work, as described in WV State Code Article 13, the adequate performance of which requires engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems; planning the use of land and water; teaching of advanced engineering subjects, engineering surveys and studies; and the review of construction for the purpose of assuring compliance with drawings and specifications any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Engineering surveys include all survey activities required to support the sound conception, planning, design, construction, maintenance and operation of engineered projects. Any person who practices any branch of the profession of engineering or who, by verbal claim, sign, advertisement, letterhead, card or in any other way represents himself or herself to be a registered professional engineer, or by using another title implies that he or she is a registered professional engineer or that he or she is registered under WV State Code, Article 13 or who holds himself or herself out as able to perform, or who performs any engineering service or work or any other service designated by the practitioner which is recognized as engineering, is considered to practice or offer to practice engineering within the meaning and intent of WV State Code Article 13.

Principally Above Ground

Where at least 51 percent of the actual cash value of a structure, less land value, is above ground.

Recreational Vehicle

A vehicle which is:

- (a) built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Registered Professional Engineer

A person who has been duly registered or licensed as a registered professional engineer by the West Virginia state board of registration for professional engineers as required under WV State Code Article 13 et seq.

Remedy A Violation

To bring a structure or other development into compliance with the requirements of this ordinance or if full compliance is not possible to reduce the adverse impacts of the non-compliance to the greatest extent feasible.

Reasonably Safe From Flooding

Means that during the base flood, water should not damage structures and any subsurface waters related to the base flood should not damage existing or proposed structures.

Special Flood Hazard Area:

The land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency in Flood Insurance Studies and on Flood Insurance Rate Maps as Zones A, AE, AO, A1-30, and A99. The term includes areas shown on other flood hazard maps that are specifically listed or otherwise described in this ordinance.

Start of Construction *(The definition for start of construction is to be used only when calculating the starting time for expiration of a permit.)*

The date the permit was issued, including permits for substantial improvement or repair of substantial damage, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Although a permit must be obtained prior to beginning, permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordinating Office

The West Virginia Division of Homeland Security and Emergency Management

Stream

As defined in WV State Code 7-1-3U, any watercourse, whether natural or man-made, distinguishable by banks and a bed, regardless of their size, through which water flows continually or intermittently, regardless of its volume.

Structure

A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Substantial damage also means cumulative flood-related damages sustained by a structure on two separate occasions during a ten (10) year period for which the cost of repairs at the time of each flood event equals or exceeds twenty-five (25) percent of the

market value of the structure before the damage occurred. See “Substantial Improvement.”

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Substantial Improvement

Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the Start of Construction of the improvement. This term includes structures, which have incurred “substantial damage”, as defined herein regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violation of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure’s continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure. For the purpose of this definition improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences whether or not that alteration affects the external dimensions of the structure.

Top of Bank

The lines depicted on the FIRM maps delineating each side of a stream indicate the top of bank. In the field a professional familiar with fluvial geomorphology should document the top of bank. When a professional is not employed the top of the bank will be considered to be the top of the first significant slope landward of the waters edge when it is followed by at least 50 feet of relatively flat land.

Violation

The failure of any structure or development to be fully compliant with all requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

ARTICLE III - ESTABLISHMENT OF THE FLOODPLAIN AREA

Section 3.1 Identification

- A. The identified floodplain area shall be those areas of Upshur County which are subject to the one hundred (100) year flood, as shown on the Flood Insurance Rate Map (FIRM) and described in the Flood Insurance Study (FIS) prepared for Upshur County by the Federal Emergency Management Agency (FEMA) dated September 29, 2010 or the most recent revision thereof.

- B. The identified floodplain area shall also be those areas which have been identified as flood hazard areas by Upshur County by use of historic or other technical data and shown on Upshur County "Local Flood Hazards Map". These areas shall be designated as appropriate with the level of technical data described below and shall be managed accordingly.

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Section 3.2 Descriptions of Floodplain Areas

The identified floodplain shall consist of the following four specific areas:

- A. The Floodway area (F1) shall be those areas identified as such in the FIS and as shown on the FIRM. The term shall also include floodway areas identified in studies required to be used in the approximate areas as discussed below.
- B. The Floodway Fringe area (F2) shall be those areas for which specific one hundred (100) year flood elevations have been provided in the FIS but which lie beyond the floodway area.
- C. The AE Area without Floodway (F3) shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which 100-year flood elevations have been provided but no Floodway has been delineated.
- D. The Approximated area (F4) shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no one hundred (100) year flood elevations have been provided.

Section 3.3 Changes in Designation of Area

1. The delineation of the identified floodplain area may be revised by Upshur County where natural or man-made changes have occurred and/or more detailed studies conducted or undertaken by the U.S. Army Corps of Engineers, a River Basin Commission or other qualified agency or individual document the necessity for such changes. However, prior to any such change, approval must be obtained from the Federal Insurance Administration (FIA).
2. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable but, not later than six months after the date such information becomes available, the community shall notify the NFIP Administrator of the changes by submitting technical or scientific data.
3. Upshur County may identify and regulate new flood hazard or ponding areas. These areas may be delineated on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks and/or approximate study methodologies.

Section 3.4 Elevations Prevail

- A. If the lowest natural grade adjacent to proposed development within an identified flood hazard area is at or above the Base Flood Elevation specified in the Flood Insurance Study, the structure shall not be required to conform to

the flood prevention design and construction standards or flood-related development codes in Article VI. Topographic data certified by a registered professional engineer or licensed professional surveyor shall be submitted in sufficient detail to allow a thorough review by the Floodplain Administrator. The applicant is advised to apply for a Letter of Map Amendment (LOMA) from FEMA to have the Special Flood Hazard Area designation removed from the parcel or structure.

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- B. If the lowest natural grade adjacent to proposed development is below the Base Flood Elevation specified in the Flood Insurance Study, the site shall be considered to be within the floodplain area and the proposed structure shall be required to conform to all appropriate provisions of this ordinance.

Section 3.5 Boundary Disputes

Should a dispute concerning any district boundary arise, an initial determination shall be made by the Floodplain Administrator and any party aggrieved by this decision may appeal to the County Commission of Upshur County, West Virginia. The burden of proof shall be on the appellant/applicant.

ARTICLE IV - UTILIZATION OF THE FLOODPLAIN AREA

Section 4.1 Floodway (F1)

- A. Within any floodway area (F1), no encroachments, including fill, new construction, substantial improvements or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in the Base Flood Elevation.
- B. Because floodways present increased risk to human life and property due to their relatively faster and deeper flowing waters the Floodway shall be preserved to the greatest extent possible.
 - 1. New development shall not be permitted in the floodway where reasonable alternatives exist elsewhere. In addition to the requirements below the applicant shall demonstrate that there are no reasonable alternatives other than the floodway encroachment before a permit is issued.
 - 2. When the floodway is the only reasonable alternative the applicant shall demonstrate that the floodway encroachment is the minimum necessary to accomplish the project.
 - 3. All permitted uses, activities, and development shall be undertaken in strict compliance with the flood proofing and related provisions contained herein, and in all other applicable codes, ordinances and regulations.

Section 4.2 Floodway Fringe (F2)

- A. Within any Floodway Fringe area any development and/or use of land shall be permitted provided that all such uses, activities and/or development shall be undertaken in strict compliance with the flood-proofing and related provisions contained herein and in all other applicable codes, ordinances and regulations.

Section 4.3 AE Zone without Floodway

- A. Within any AE without Floodway area, no new construction or development shall be allowed unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the elevation of the one hundred (100) year flood more than one (1) foot at any point. This requirement can be satisfied by utilization of the floodway area where determined.

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Section 4.4 Approximated Floodplain (Zone A)

A. Within any Approximated Floodplain Area

1. The Floodplain Administrator shall use elevation and floodway information from Federal, State, or other acceptable sources when available to determine the elevation above which development will be reasonably safe from flooding.
2. When data from an acceptable source is not available, the Floodplain Administrator shall review, or shall cause to be reviewed; all proposed development to determine 1. The amount being invested and 2. The specific flood risk at the site. The Floodplain Administrator shall then require the applicant to determine the elevation above which the development will be reasonably safe from flooding using the techniques set forth in Upshur County's Approximate A zone administrative procedures. When hydrologic and hydraulic analyses are required, they shall only be undertaken by a registered professional engineer who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the floodplain administrator.
3. Any development and/or use of land shall be permitted provided that all such uses, activities and/or development shall be undertaken in strict compliance with the flood-proofing and related provisions contained herein and in all other applicable codes, ordinances and regulations.

Section 4.5 Alteration or Relocation of a Stream

- A. Whenever a developer intends to alter or relocate a stream within the Floodplain Area the developer shall notify in writing, by certified mail, Upshur County's Floodplain Administrator, The State Coordinating Office, any adjacent communities and any adjacent property owners of all such intended activities prior to the alteration or relocation of the stream. Copies of all required notifications must be submitted to the Federal Insurance Administration. In addition prior to issuing the local permit the Floodplain Administrator shall require copies of all necessary permits from those governmental agencies from which Federal or State Law requires approval. Contact information for State and Federal permitting authorities as well as addresses for required notification of appropriate County, State & Federal government agencies are contained in Upshur County's Stream Alteration administrative procedures.

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- B. The developer shall also assure Upshur County in writing that the flood carrying capacity within the altered or relocated portion of the stream will be maintained. The Floodplain Administrator may require the applicant to demonstrate that the altered or relocated portion of stream will provide equal or greater conveyance than the original stream segment. If hydrologic and hydraulic analyses are required, they shall only be undertaken by a registered professional engineer, who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the floodplain administrator.
- C. Alteration of a stream includes placement of culverts, bridges or other stream crossings. The floodplain administrator may require the use of certain “best practice” techniques in the construction of bridges, culverts or stream crossings to prevent damage, loss of stream crossings and localized flooding caused by blockage. These techniques may include, but are not limited to, wing walls, trash grates or requiring openings to be of sufficient size to pass debris and/or anticipated future increases in flood heights.
- D. All new and replacement bridges, culverts and other stream crossings shall adhere to the relevant anchoring requirements contained in this ordinance.
- E. The developer is required to provide the community a legal agreement detailing all scheduled inspections and maintenance to be performed on altered or relocated watercourses including culverts, bridges and other stream crossings. It shall be the responsibility of the applicant to transfer this agreement to the new owner when the land associated with the watercourse alteration is transferred. A copy of all new agreements shall be provided to the floodplain administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalties set forth in Section 8.3 of this ordinance.
- F. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study and/or Flood Insurance Rate Maps, when notified by the floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

ARTICLE V - CRITERIA FOR BUILDING AND SITE PLAN APPROVAL

Section 5.1 General

Permits are required in order to determine whether all new construction or substantial improvements are:

- A. Located in an identified Floodplain, Floodway or other flood hazard area.

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- B. Designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - C. Constructed with material and utility equipment resistant to flood damage as outlined in FEMA Technical Bulletin 2-93 (FIA-TB-2) or the most recent revision thereof.
 - D. Constructed by methods and practices that minimize flood damage.
 - E. Constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - F. To comply with WV State Code §11-3-3a. concerning County Assessor "Building or real property improvement notice"
 - G. Approved by County Health Department for Well, Septic and other permits to assure facilities are designed and located in compliance with the flood damage reduction requirements of this ordinance.

Section 5.2 Basic Format

The basic format of the permit shall include the following:

- A. Name and address of applicant.
- B. Name and address of owner of land on which proposed development is to occur.
- C. Names, addresses, and valid WV license numbers of all contractors working at the building site, or affidavits stating that work is being performed by individuals exempt from contractor licensing as set forth in Title 28, Series 2, section 3.9 (b) of the West Virginia Code of state regulations or the most recent revision thereof.
- D. Copy of the following:
 - a. Contractors' License
 - b. Proof of Workers' Compensation Coverage
 - c. Certificate of Insurance Coverage
- E. A description of site location sufficient to locate the project including tax map and parcel number and most recent deed book and page number.
- F. A standard site plan showing size and location of the proposed development as well as any existing buildings or structures. The site plan shall also show all adjacent roads and watercourses with direction of flow, the lowest adjacent grade to the proposed foundation and/or toe of fill, the Base Flood Elevation and the location of the floodway boundary when applicable.
- G. An acknowledgement that the applicant agrees to pay any and all fees associated with the permitting process as set forth in Section 7.9 hereof.

H. An acknowledgement that the applicant agrees to allow authorized representatives of floodplain management programs access to the development to inspect for compliance.

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I. The contract required by WV Code of State Regulations, Title 28, Series 4, and all addendums to the contract(s) shall be presented to the floodplain administrator for review within five (5) business days of contract signing. The community does not require and will not keep copies of the contracts or addendums. Failure to present contract or addendums for review shall void the permit. If a licensed contractor is not involved, or the work is of an aggregate value of less than ten thousand dollars including materials and labor, a brief written description of proposed work and the estimated value will suffice.

Section 5.3 Elevation and Flood Proofing Information

All applicants are encouraged to exceed the minimum elevation requirements contained herein. Flood insurance rates can be lowered significantly by increasing the elevation of the lowest floor above the freeboard height required by this ordinance. Depending on the type of structure involved, the following information shall also be included in the application for work within the Floodplain Area:

A. For structures to be elevated two feet above the Base Flood Elevation:

1. A plan showing the size of the proposed structure and its relation to the lot where it is to be constructed.
2. A determination of elevations of the Base Flood, existing ground, proposed finished ground and lowest floor, certified by a registered professional engineer or licensed professional surveyor.
3. Plans showing the method of elevating the proposed structure including details of proposed fills, pile structures, retaining walls, foundations, erosion protection measures, etc. When required by the Floodplain Administrator, a Registered Professional Engineer or Architect shall prepare these plans.
4. Plans showing the methods used to protect utilities (including sewer, water, telephone, electric, gas, etc.) from flooding to two feet above the Base Flood Elevation at the building site.
5. During the course of construction, as soon as the basic elements of the lowest floor are in place and before further vertical construction, it is highly recommended that the applicant check for error by obtaining elevation data completed by a registered professional engineer or licensed professional surveyor certifying the height of the lowest floor. If a mistake in elevation has been made this is the best time to correct the error.
6. A finished construction elevation certificate must be prepared by a licensed professional surveyor or others of demonstrated qualification. The elevation certificate must confirm that the structure in question together with attendant utilities is elevated in compliance with permit conditions.

7. A Non-conversion Agreement shall be signed by the applicant whenever the community determines that the area below the first floor could be converted to a non-conforming use (generally applies to enclosed areas below base flood elevation that are 5 ft. high or more). This agreement shall state:

- (i) The area below Base Flood Elevation shall not be converted for use other than for parking, building access or for allowable storage as detailed in this ordinance.
- (ii) The applicant agrees to notify prospective buyers of the existence of the non-conversion agreement. It shall be the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature, a copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalties set forth in Section 8.3 of this ordinance.

- B. For structures to be flood proofed to two feet above the Base Flood Elevation (nonresidential structures only):

All applicants are encouraged to exceed the minimum flood proofing requirements contained herein. Flood insurance rates can be lowered significantly by increasing the level of flood proofing above the height required by this ordinance. In order to obtain an "elevation credited" flood insurance rate on dry flood proofed buildings, flood proofing must extend at least one foot above the Base Flood Elevation.

- 1. Plans showing details of all flood proofing measures, prepared by a registered professional engineer, showing the size of the proposed structure and its relation to the lot where it is to be constructed.
- 2. A determination of elevations of the Base Flood, existing ground, proposed finished ground, lowest floor, and flood proofing limits; certified by a registered professional engineer or licensed professional surveyor.
- 3. A Flood Proofing Certificate, FEMA 81-65, as revised by FEMA, shall be prepared by the registered professional engineer who prepared the plans in (1) above, stating the structure in question, together with attendant utility and sanitary facilities is designed so that:
 - (i) The structure is water tight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.
 - (ii) The structure will withstand the hydrostatic, hydrodynamic, buoyant, impact, and other forces resulting from the flood depths, velocities, pressures, and other factors associated with the Base Flood.

- C. For structures constructed of flood resistant materials – used solely for parking of vehicles, or storage, (Appurtenant Structures only)

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1. A site plan prepared by a licensed professional surveyor or others of demonstrated qualifications showing elevation of existing ground, proposed finished ground and lowest floor. The plan shall also show details of proposed flood resistant materials usage and the size of the proposed structure and its relation to the lot where it is to be constructed. The location of the floodway boundary shall be represented on the plan when a floodway is present on the site.
 2. An elevation certificate, based on finished construction, must be prepared by a licensed professional surveyor or others of demonstrated qualifications. This certificate or report must confirm that the structure in question, together with attendant utilities is designed so that:
 - (i) Flood resistant materials as detailed in FEMA Technical Bulletin 2-93 (FIA-TB-2) are used in the construction of the structure from the lowest structural element to two feet above the Base Flood Elevation and that all utilities are located at least two feet above the Base Flood Elevation.
 - (ii) Hydrostatic flood forces on exterior walls are equalized by allowing for automatic entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered Professional Engineer or Architect or meet or exceed the following minimum criteria:
 - a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b) The bottom of all openings shall be no higher than one foot above grade.
 - c) Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 3. In addition, the applicant shall sign a Non-conversion Agreement and notify prospective buyers of the existence of the agreement. It shall be the responsibility of the applicant to transfer the Non-conversion Agreement to any new owner at closing via notarized signature. A signed copy of the transferred Non-conversion agreement shall be provided to the floodplain administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalties set forth in Section 8.3 of this ordinance.

Section 5.4 Site Plan Criteria

Site plans are required for all development, new construction and substantial improvements determined to be located in a mapped floodplain area and all proposed Subdivisions and Manufactured Home Parks. These proposals shall be reviewed by the Floodplain Administrator to assure that they are consistent with the need to minimize flood damage.

The owner or developer shall submit a preliminary site plan to the Floodplain Administrator that includes the following information:

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- A. Name of registered professional engineer, licensed professional surveyor or other qualified person responsible for providing the information required in this section.
- B. A map showing the location of the proposed subdivision and/or development with respect to floodplain areas, proposed lot sites, and fills.
- C. Where the subdivision and/or development lies partially or completely in the floodplain areas, the plan map shall include detailed information giving the location and elevation of proposed roads, public utilities and building sites. All such maps shall also show contours at intervals of two (2) or five (5) feet depending upon the slope of the land and identify accurately the boundaries of the floodplain areas. A registered professional engineer or licensed professional surveyor must certify the site plan.
- D. All subdivision proposals and other proposed new developments which are proposed to take place either fully or partially within the Approximated Floodplain area (F4) and which are greater than ten (10) lots or two (2) acres, whichever is the lesser, shall include base flood elevation data and shall delineate a floodway
 - 1. When a Flood Insurance Study (FIS) is available from FEMA, the data contained in that study must be used to substantiate the base flood.
 - 2. If a FEMA Flood Insurance Study is not available the required data may be available from an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, Natural Resource Conservation Service or state and local water resource department.
 - 3. If the required data is not available from other sources the applicant shall develop the technical data using detailed methodologies comparable to those contained in a Flood Insurance Study. This data shall be prepared and certified by a registered professional engineer, who shall certify that the methods used correctly reflect currently accepted technical concepts.
- E. Where the subdivision or other development site lies partially in the floodplain area and all proposed development including fill will take place on natural grade a significant vertical distance above the Approximated floodplain area (zone A) boundary depicted on the map, development of detailed Base Flood Elevation data may not be necessary. In these cases the site plan for the proposed development must show contours at intervals of two (2) or five (5) feet depending on the slope, and clearly delineate the area to be developed and the location of the floodplain boundary as scaled from the FEMA map. A registered professional engineer, licensed professional surveyor or others of demonstrated qualifications must certify the site plan.

Section 6.1 Design and Construction Standards

In order to prevent excessive damage to buildings, structures, and related utilities and facilities, the following restrictions apply to all development, subdivision proposals, manufactured home parks, new construction and to construction of substantial improvements, and the repair of substantial damage, to existing structures occurring in the Floodplain Area.

A. Basements and Lowest Floors

- a. Residential Structures - All new construction, relocation, substantial improvements, including repair of substantial damage, of residential structures must have the lowest floor, including basement, ductwork and utilities, elevated to two feet above the Base Flood Elevation.
- b. Non-residential Structures - All new construction, relocation, substantial improvements, including repair of substantial damage, of nonresidential structures must have the lowest floor, including basement, ductwork and utilities, elevated to two feet above the Base Flood Elevation; or, together with attendant utility and sanitary facilities, be designed so that the structure is water tight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.
- c. Openings - For all new construction, relocation, substantial improvements, and repair of substantial damage, those fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered Professional Engineer or meet or exceed the following minimum criteria:
 - a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b) The bottom of all openings shall be no higher than one foot above grade.
 - c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- d. A Non-conversion Agreement shall be signed by the applicant on all flood-proofed structures and any elevated structures when the community determines that the area below the first floor could be converted to a non-conforming use (generally applies to enclosed areas below base flood elevation that are 5 ft. high or more). This agreement shall state:

1. The area below Base Flood Elevation shall not be converted for use other than for parking, building access or for allowable storage as detailed in this ordinance.
2. The applicant agrees to notify prospective buyers of the existence of the non-conversion agreement. It shall be the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature, a copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalties set forth in Section 8.3 of this ordinance.

B. Manufactured Home Placement

Certain unique characteristics of manufactured homes installed in flood hazard areas pose an elevated risk of substantial damage to property.

1. All manufactured homes to be sited within the identified flood hazard areas of Upshur County shall be installed by a contractor possessing a valid WV Manufactured Home Installer's license. The installer shall use an installation design engineered to withstand flood hazards specific to the particular home site. Manufactured homes to be placed or substantially improved within the flood hazard areas shall be installed in accordance with the following standards:
 - a. The lowest floor, ductwork and utilities including HVAC/heat pump shall be elevated two feet above the Base Flood Elevation
 - b. Elevation shall be on reinforced piers on a permanent foundation or other foundation elements of at least equivalent strength engineered for use in a flood hazard area. Installation designs incorporating dry stacked block piers shall not be used in flood hazard areas.
 - c. All manufactured homes shall be securely anchored to an adequately anchored foundation system in compliance with the requirements of 42 West Virginia Code of State Regulations, Series 19, Sections 10.1, 10.2, and 10b as authorized by West Virginia Code § 21-9-4. The anchoring shall be adequate to resist flotation, collapse, or lateral movement. Methods of anchoring may include but are not limited to the over-the-top and frame ties, attached to permanent foundation elements. Ground anchors may not be adequate to satisfy flood specific anchoring requirements. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - d. Permanently attached rigid skirts and perimeter wall skirts of brick or block must have openings; this type of skirting can collapse during floods and compromise supporting piers. The openings must be designed to automatically equalize hydrostatic flood forces by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered

Professional Engineer or meet or exceed the following minimum criteria:



- (i) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (ii) The bottom of all openings shall be no higher than one foot above grade.
 - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- e. Any additions to a manufactured home shall be similarly anchored and vented.
2. The licensed WV Manufactured Home Installer placing the unit shall perform a site inspection and certify in writing that the manufactured home has been installed to the standards set forth in this ordinance.

C. Appurtenant Structures

1. Except as provided in subsection 2 below, appurtenant structures shall be located out of the floodplain area or elevated to two feet above the Base Flood Elevation.
2. Where appurtenant structures not connected to the principal structure are to be located on sites below the Base Flood Elevation, the following flood damage reduction provisions apply:
 - a. Structures shall be no more than six hundred (600) square feet in size and valued at less than \$10,000.00.
 - b. Floors shall be at or above grade on at least one side.
 - c. Structures shall be located, oriented and constructed to minimize flood damage.
 - d. Structures shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - e. Flood resistant materials as detailed in FEMA Technical Bulletin 2-93 (FIA-TB-2) shall be used in the construction of the structure from the lowest structural element to two feet above the Base Flood Elevation.
 - f. Machinery, electric devices or appliances, and all utilities shall be located at least two feet above the Base Flood Elevation.
 - g. The venting requirements contained in Section 6.1 (A) are applicable and shall be strictly adhered to.

3. In addition, a Non-conversion Agreement shall be signed by the applicant stating that the use of the appurtenant structure or detached or attached garage shall not be changed from the use permitted, acknowledging that the structure may be subject to greater flood risk and that higher flood insurance premiums may be possible, and that a change in use may require full compliance with this ordinance. The applicant agrees to notify prospective buyers of the existence of this agreement. It shall be the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature, a copy of all new agreements shall be provided to the floodplain administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalties set forth in Section 8.3 of this ordinance.

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D. Recreational Vehicle Placement

1. Recreational vehicles to be placed within any floodplain area shall either:
 - a. Be on site for fewer than one hundred eighty (180) consecutive days or,
 - b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect utilities and security devices, and has no permanently attached additions. or,
 - c. Be installed in accordance with the Manufactured Home Placement requirements and all other flood reduction requirements contained in this ordinance.

E. Fill

Upshur County officially recognizes the beneficial functions the floodplain serves in storage and transportation of water during floods. Placement of fill in the floodplain area is discouraged and should be minimized. No fill shall be permitted in the floodway. All fill placed in other floodplain areas shall meet or exceed the following standards:

1. Fill shall be used only to the extent to which it does not adversely affect adjacent properties. Upshur County may require the applicant to demonstrate through engineering reports that proposed fill would not adversely affect adjacent properties. When required, hydrologic and hydraulic analyses shall be undertaken only by professional engineers who shall certify that the technical methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed and sealed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by Upshur County. During permit review the community shall consider the following issues that have the potential to cause adverse impact to adjacent properties:

- a. Unacceptable increases in flood heights.
 - b. Blocking drainage from adjacent property.
 - c. Deflection of floodwaters onto adjacent existing structures.
 - d. Increases to stream velocity initiating or exacerbating erosion problems.
 - e. Other unique site conditions may be considered when determining whether fill will cause adverse impact to adjacent property including, but not limited to, subsidence areas, karst topography, stream blockages, and steep topography adjacent to the channel.
2. Fill shall be used only to the extent to which it does not adversely affect the capacity of channels or floodways of any tributary to the main stream, drainage ditch, or any other drainage facility or system.
3. Filled site must be contoured to drain properly (avoid ponding)
4. Fill shall extend beyond a structure for a sufficient distance to provide acceptable access. For residential structures, fill shall extend laterally fifteen (15) feet beyond the building line from all points before the start of sloping required in following subsection. For nonresidential structures, fill shall be placed to provide access acceptable for intended use.
5. At grade access, with fill extending laterally fifteen (15) feet beyond the building line shall be provided to a minimum of twenty-five (25) percent of the perimeter of a nonresidential structure.
6. Fill shall consist of soil or rock material only. Sanitary landfills shall not be permitted; no trash or woody debris shall be buried on site.
7. Fill material shall be compacted to provide the necessary stability and resistance to erosion, scouring or settling. Fill compaction standards must be appropriate to proposed post fill use, particular attention is necessary when fill is being used to elevate a structure.
8. Fill slopes shall be no steeper than one (1) vertical on two (2) horizontal, unless substantiating data justifying steeper slopes are submitted to and approved by the Floodplain Administrator.
9. Fill site and fill must be protected from erosion.
10. All applicants placing fill in a mapped flood hazard area must obtain a Conditional Letter of Map Revision (CLOMR) from FEMA when directed to do so by the Floodplain Administrator before a permit can be issued. After fill is finished the applicant must convert the CLOMR to a Letter of Map Revision based on Fill (LOMR-F) before a certificate of compliance can be issued.
11. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study and/or Flood Insurance Rate Maps, when notified by the Floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

F. Placement of Structures and other development

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1. All structures and other development shall be constructed and placed on the lot so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum obstruction effect upon the flow and height of floodwater.
 - i. Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow and,
 - ii. So far as practicable, structures shall be placed approximately on the same flood-flow lines as those of adjoining structures.

G. Anchoring

1. All structures and other development including stream crossings shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, and lateral movement, thus reducing the threat to life and property and decreasing the possibility of the blockage of bridge openings and other restricted sections of the watercourse.
2. All air ducts, large pipes, and storage tanks located at or below the Base Flood Elevation shall be firmly anchored to resist flotation.

H. Flood Protection Setback

1. A Flood Protection Setback equal to twice the width of the watercourse channel measuring from the top of one bank to the top of the opposite bank or fifty (50) feet, whichever is less, shall be maintained from the top of the banks of all watercourses. To reduce erosion, natural vegetation shall be maintained in this area. Where natural vegetation does not exist along the watercourse and conditions for replanting are suitable, high priority shall be given to planting vegetation in the setback area to stabilize banks and enhance aquatic resources.
2. Necessary public works and temporary construction may be exempted from this subsection.
3. The Floodplain Administrator may consider an appeal to the Flood Protection Setback requirement if the applicant demonstrates that it is impossible to allow any development without encroachment into the Flood Protection Setback area. The appeal conditions shall be the minimum necessary and shall be made only after due consideration is given to varying other siting standards, such as side, front and back lot line setbacks.

I. Storage

1. No materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal or plant life, shall be stored below Base Flood Elevation.

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2. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or readily removable from the area within the time available after flood warning.
 3. Due to the potential of masking the natural elevation and making it more difficult to enforce this ordinance, material that resembles “fill” material shall not be considered “storage” material for purposes of this subsection.

J. Utility and Facility Requirements

- A. All new or replacement water systems whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
- B. All new or replacement sanitary disposal systems, whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- C. All other new or replacement public and/or private utilities and facilities shall be located and constructed to minimize or eliminate flood damage.
- D. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

K. Drainage

Adequate drainage shall be provided to reduce exposure to flood hazard.

L. Backflow Preventers

Back flow prevention valves should be used for all enclosed structures with sewage or drainage facilities located in the floodplain.

ARTICLE VII - ADMINISTRATION

Designation of Floodplain Administrator

The Permit & Ordinance Officer is hereby appointed as Floodplain Administrator to administer and implement this local law by granting or denying floodplain development permits in accordance with its provisions.

Section 7.1 Development Permits and Site Plan Approvals Required

It shall be unlawful for any contractor, person, partnership, business, or corporation to undertake or cause to be undertaken, any development or the new construction, substantial improvement, repair of substantial damage, the placement or relocation of any structure (including manufactured homes) within the unincorporated areas of Upshur County unless a permit application and

standard site plan has been completed, and a permit has been obtained from the Floodplain Administrator. In addition, where land that is either partially or fully in the regulatory floodplain is to be subdivided, utilized for a manufactured home park or subdivision or otherwise developed, a detailed site plan must be submitted to, and approved by, the Floodplain Administrator prior to any development.



Section 7.2 Approval of Permits and Plans

1. The Floodplain Administrator shall review, or shall cause to be reviewed; all permit applications and plans in order to determine whether proposed building sites are reasonably safe from flooding.
2. All permits and plans shall be approved only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of the state and all other applicable codes and ordinances.
3. The Floodplain Administrator shall not issue a permit to any person who does not possess a valid contractor's license when a contractor's license is required by West Virginia State Code §21-11-10.
4. The Floodplain Administrator, before issuance of the permit, shall require the applicant to furnish satisfactory proof that such person is duly licensed as a contractor under the provisions of West Virginia State Code. If the applicant is not licensed a written affidavit that such person is not subject to licensure as a contractor or subcontractor as defined in §21-11-3 shall be provided to the Floodplain Administrator and placed in the permit file.
5. The Floodplain Administrator shall require copies of all necessary permits from those governmental agencies from which Federal or State Law requires approval.
6. The Floodplain Administrator shall provide a copy of all permits to the County Assessor as required by West Virginia State Code 11-3-3A.
7. The Floodplain Administrator shall provide a copy of all permits for new structures to the County E-911 addressing coordinator.
8. The County E-911 addressing coordinator shall provide a copy of all requests for addresses for new structures to the County Floodplain Administrator.
9. Upshur County shall provide sufficient space to allow the Floodplain Administrator to keep on file in perpetuity, in a location safe from natural hazards, all information collected during the course of the administration of this ordinance.

Section 7.3 Application Procedures

Application for a permit and/or site plan approvals shall be made, in writing, on the forms supplied by Upshur County and shall include all information stipulated under Article V of this ordinance.

Section 7.4 Changes

After the issuance of a permit or site plan approval by the Floodplain Administrator, no changes of any kind shall be made to the application, permit, or any of the plans, specification or other documents submitted with the application without the written consent or approval of the Floodplain Administrator.

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Section 7.5 Permit Placards

- A. The Floodplain Administrator shall issue a permit placard, which shall be prominently displayed on the premises during the time construction is in progress. This placard shall show the number of the permit, the date of its issuance and be signed by the Floodplain Administrator.

Section 7.6 Start of Construction

Work on the proposed development shall begin within 180 days after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. All work on the proposed development must be completed within 18 months of permit issuance, at which time the permit shall expire, unless a time extension is granted in writing by the Floodplain Administrator. The request for a time extension shall be in writing and shall state the reasons for the extension. When considering an extension, the Floodplain Administrator shall consider the following criteria:

- 1) Has the developer diligently pursued the completion of the proposed development during the 18 months?
- 2) Will the granting of the extension be detrimental to public safety, health, or welfare or injurious to other property?

Section 7.7 Stop Work Orders, Inspections and Revocations

A. Stop-Work Orders

1. The Floodplain Administrator shall issue, or cause to be issued, a "Stop Work Order Notice" for any development found ongoing without having obtained a permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 8.3 of this local law.
2. The Floodplain Administrator shall issue, or cause to be issued, a "Stop Work Order Notice" for any development found non-compliant with the provisions of this law and/or the conditions of the permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 8.3 of this local law.

B. Inspections and Revocations

- A. During the construction period, the Floodplain Administrator or other authorized official may inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable laws and ordinances.
- B. If the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances or that

there has been false statement or misrepresentation by any applicant, the Floodplain Administrator shall issue a "Stop Work Order Notice" revoke the permit and request a temporary injunction.



- C. The Floodplain Administrator or other authorized official may inspect any development covered by this or previous ordinance to determine whether any portion of the development has been altered to be in non-compliance with the requirements of this ordinance.

Section 7.8 Certificate of Compliance

- A. In areas of flood hazard it shall be unlawful to occupy, or to permit the use or occupancy, of any building or premises, or both, or part thereof hereafter created, erected, installed, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Floodplain Administrator stating that the building or land conforms to the requirements of this local law. Occupying or using a building or premises in violation of this section shall subject the violator to the penalties described in Section 8.3 of this local law.
- B. In areas of flood hazard it shall be unlawful to inspect and approve a permanent utility connection to any building or premises, or both, or part thereof hereafter created, erected, installed or rebuilt until the inspector is in possession of a copy of the certificate of compliance issued by the Local Floodplain Administrator stating that the particular development being inspected conforms to the requirements of this local law. Inspection and approval of utilities in violation of this section shall subject the violator to the penalties described in Section 8.3 of this local law.
- C. In areas of flood hazard it shall be unlawful to install a permanent utility connection to any building or premises, or both, or part thereof hereafter created, erected, installed or rebuilt until a certificate of compliance has been issued by the Local Floodplain Administrator stating that the development conforms to the requirements of this local law. Installation of utilities in violation of this section shall subject the violator to the penalties described in Section 8.3 of this local law.
- D. A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.
- E. Issuance of the certificate shall be based upon the inspections conducted as prescribed in this ordinance or local administrative procedures, and any finished construction elevation certificate, hydraulic data, flood proofing certificate, or encroachment analyses which may have been required as a condition of permit approval.

Section 7.9 Fees

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- A. ~~Floodplain Determination Fee or Permit Fee shall be assessed on all proposed development. This shall be a flat fee approved by the Upshur County Commission.~~
- B. ~~In addition, the applicant shall be responsible for reimbursing Upshur County for any additional costs for services necessary for review and/or inspection of proposed development occurring in a flood hazard area. Services include, but are not limited to, additional site visits, reviews or inspections by the Flood Plain Administrator, professional engineering, surveying and/or contracted services. The Floodplain Administrator may require a deposit towards these additional costs.~~
- C. ~~Due to the increased cost of processing, when any work for which a permit is required by this ordinance is started or proceeded with prior to obtaining a permit the fees above specified shall be doubled. The additional fee is intended to partially reimburse the County for the additional cost of processing permits for work already underway. To more fully recover this cost the fees above shall be tripled for every subsequent occurrence by the same person. Payment of the increased fee shall not relieve any person from complying fully with the requirements of this ordinance in the execution of the work or from other penalties prescribed herein.~~

Section 7.9 Fees

- A. A floodplain assessment shall be determined on all proposed development in Upshur County.
- B. If the proposed development is determined to be in the special identified flood hazard area as determined by FEMA, the applicant shall be responsible for compensating Upshur County for the costs associated for the additional services necessary for review and/or inspection of the proposed development. The following fee(s) shall be applied:

Residential

Regardless of the cost of the project - \$75.00

Commercial

\$1.00-\$100,000.00 - \$100.00

\$100,001.00 + - additional 1/10th of 1 % (0.1%) based on cost of the project

examples:

Total cost of commercial project is \$33,000.00 = \$100.00 permit fee

Total cost of commercial project is \$250,500.00 = \$250.50 permit fee

- C. Due to the increased cost of processing, when any work for which a permit is required by this ordinance is started or preceded prior to obtaining a floodplain permit, the fee shall be tripled. The additional fee is intended to partially compensate Upshur County for the additional cost of processing permits for work already underway. Payment of the increased fee shall not relieve any person from complying fully with the requirements of this ordinance in the execution of the work or from other penalties prescribed herein.


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Section 8.1 Appeals

1. Whenever any person is aggrieved by a decision of the Floodplain Administrator with respect to the provision of this ordinance, it is the right of that person to appeal to the County Commission of Upshur County which shall be known as the Appeals Board. Such appeal must be filed with the County Commission of Upshur County, in writing, within thirty (30) days after notification of the decision. Upon receipt of such appeal, the Appeals Board shall set a time and place not less than ten (10) nor more than sixty (60) days for the purpose of hearing the appeal. Notice of the time and place of the hearing shall be given to all parties at which time they may appear and be heard. The determination by the Appeals Board shall be final in all cases.

Section 8.2 Appeal Review Criteria

- A. All appeals contesting only the permit fee, the cumulative substantial damage requirement, the flood protection setback requirement, or the freeboard requirements, may be handled at the discretion of the Appeals Board.
- B. All decisions on appeals to all other provisions of this ordinance shall adhere to the following criteria:
 - 1. Affirmative decisions shall only be issued by the Appeals Board upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the appeal would result in exceptional hardship to the applicant, and (iii) a determination that the granting of an appeal will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinance.
 - 2. An affirmative decision shall be issued only upon determination that it is the minimum necessary, considering the flood hazard, to afford relief. Financial hardship, as a sole criterion, shall not be considered sufficient justification to grant an appeal.
 - 3. An affirmative decision shall be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - 4. The Appeals Board shall notify the applicant in writing over the signature of a community official that (i) the issuance of a decision to allow construction of a structure below the Base Flood Elevation will result in increased premium rates for flood insurance, (ii) such construction below the Base Flood Elevation increases risk to life and property. Such notifications shall be maintained with a record of all decisions as required in paragraph (4) of this section; and

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5. The Appeals Board shall (i) maintain a record of all decisions including justification for their issuance, and (ii) report such decisions issued in its biannual report to the Federal Insurance Administration.
 6. An affirmative decision shall not be granted for any construction, development, use or activity within any floodway area that would cause any increase in the Base Flood Elevation.

Section 8.3 Penalties

Any person who fails to comply with any or all of the requirements or provisions of this ordinance or direction of the Floodplain Administrator, or any other authorized employee of the community, shall be unlawful and shall be referred to the Prosecuting Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, pay a fine to Upshur County of not less than fifty dollars (\$50.00) or more than five hundred dollars (\$500.00) plus cost of prosecution. In default of such payment such person may be imprisoned for a period not to exceed ten (10) days. Each day during which any violation of this ordinance continues shall constitute a separate offense. In addition to the above penalties, all other actions are hereby reserved including an action in equity for the proper enforcement of this ordinance. The imposition of a fine or penalty for any violation of, or non-compliance with, this ordinance shall not excuse the violation or non-compliance with the ordinance or permit it to continue; and all such persons shall be required to correct or remedy such violations or non-compliance within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in non-compliance with this ordinance may be declared by the County Commission of the Upshur County to be a public nuisance and abatable as such.

ARTICLE IX – GOVERNMENT ACTIONS

Section 9.1 – Municipal Annexation

- A. The County Floodplain Ordinance in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements for participation in the National Flood Insurance Program.
- B. Municipalities with existing floodplain ordinances shall pass a resolution acknowledging and accepting responsibility for enforcing floodplain ordinance standards prior to annexation of any area containing identified flood hazards.
- C. All plats or maps of annexation shall show the floodplain boundaries, base flood elevation and location of the floodway where determined.
- D. In accordance with the Code of Federal Regulations, Title 44 Subpart (B) Section 59.22 (a) (9) (v) all NFIP participating communities must notify the Federal Insurance Administration in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce flood plain management regulations for a particular area. In order that all Flood Insurance Rate Maps accurately represent the community's boundaries, a copy of a map

of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority must be included with the notification.

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- E. NFIP participating communities must notify the State Coordinating Office in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce flood plain management regulations for a particular area. A copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority must be included with the notification.

Section 9.2 – Permits for Government Entities.

- A. Unless specifically exempted by law, all public utilities and Municipal, County, State and Federal entities are required to comply with this ordinance and obtain all necessary permits. Any entity claiming to be exempt from the requirements of this ordinance must provide a written statement setting forth the rationale for exemption. In addition the entity claiming exemption shall provide copies of all relevant legal documentation demonstrating the exemption.

ARTICLE X - SEVERABILITY AND LIABILITY

Section 10.1 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this ordinance which shall remain in full force and effect and for this purpose the provisions of this ordinance are hereby declared to be severable.

Section 10.2 Liability

The granting of a permit or approval of a subdivision or development plan in an identified flood-prone area, shall not constitute a representation, guarantee, or warranty of any kind by Upshur County or by any official or employee thereof of the practicability or safety of the proposed use, and shall create no liability upon Upshur County. All applicants proposing development in or near a flood hazard area are urged to locate development as far away from, and as high above, all flooding sources as possible.

ARTICLE XI - ENACTMENT

Passed on FIRST READING this the __ day of _____, _____.

Passed on SECOND AND FINAL READING this ____ day of _____, _____.

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_____, President
County Commission of Upshur County, West Virginia

_____, Commissioner
County Commission of Upshur County, West Virginia

_____, Commissioner
County Commission of Upshur County, West Virginia

Attest: Carol J. Smith, Clerk for the
County Commission of Upshur County, West Virginia

Local Rules

The Upshur County Commission will meet weekly on Thursdays, beginning at 9:00 am. Meetings will be held in the Commission Meeting Room, Room 301, on the third floor of the Courthouse Annex.

Agenda items and/or meeting presentations/appointments must be received no later than three business days prior to the meeting date by 12:00 pm.

Agendas will be sent to the public via email two business days before the meeting, as per WV State Code §6-9A-3. Agendas will be emailed to those who request an electronic version of the agenda. In order to be added to the email list, please contact the office of the Upshur County Commission at the number listed above. Printed copies of the agenda will be posted on the Courthouse Annex bulletin board in the Chancery Street Alley and on the Administrative Annex bulletin board at the address listed above.

Presentations/Appointments will be scheduled in 15 minute increments, beginning at 9:00 am. If there are multiple speakers present, the Commission reserves the right to limit times of speakers on both sides of an issue. Additional comments will be accepted in written form for review.

Those who are not listed on the official agenda and wish to address the Commission must register within 15 minutes prior to the meeting; however, the Commission will simply hear your comment. The Commission will not make a decision relative to the matter unless the item appears on the official agenda.

The Commission shall abide by the Open Meeting Laws set forth in WV State Code §6-9A-1.

Robert's Rules of Order are utilized as a guide only. The Commission controls the meeting, management, discussion and input.

UPSHUR COUNTY COMMISSION

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

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

TDD Numbers
Business: 472-9550
Emergency: 911

In accordance with WV Code **§6-9A-3**, those wishing to address the Commission must register below within 15 minutes prior to the meeting. As stated in the Commission's local rules, comments are limited to 15 minutes in length. If your name does not appear on the official agenda that is dispersed prior to the meeting, the Commission will simply hear your comment. They will not make a decision relative to the matter unless the item appears on the official agenda. In order to schedule an appointment on the agenda, please contact either Tabatha Perry or Carrie Wallace at the phone number listed above.

Date: _____

1.	_____	_____
	Printed Name	Signature
2.	_____	_____
	Printed Name	Signature
3.	_____	_____
	Printed Name	Signature
4.	_____	_____
	Printed Name	Signature
5.	_____	_____
	Printed Name	Signature
6.	_____	_____
	Printed Name	Signature
7.	_____	_____
	Printed Name	Signature
8.	_____	_____
	Printed Name	Signature
9.	_____	_____
	Printed Name	Signature
10.	_____	_____
	Printed Name	Signature

2020 Calendar Year Legal Holidays

January 1, 2020	Wednesday	New Year's Day
January 20, 2020	Monday	Martin Luther King Day
February 17, 2020	Monday	President's Day
May 12, 2020	Tuesday	Primary Election Day
May 25, 2020	Monday	Memorial Day
June 19, 2020	Friday	West Virginia Day Observance
July 3, 2020	Friday	Independence Day Observance
September 7, 2020	Monday	Labor Day
October 12, 2020	Monday	Columbus Day
November 3, 2020	Tuesday	General Election Day
November 11, 2020	Wednesday	Veterans' Day
November 26, 2020	Thursday	Thanksgiving Day
November 27, 2020	Friday	Lincoln's Day
December 24, 2020	Thursday	Christmas Eve – ½ Day
December 25, 2020	Friday	Christmas Day
December 31, 2020	Thursday	New Year's Eve – ½ Day
January 1, 2021	Friday	New Year's Day

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The Upshur County Courthouse's hours of operation are Monday-Friday 8:00 a.m. to 4:30 p.m. with the following exceptions:

May 15, 2020	Friday	8:00 a.m. to 12:00 p.m.
December 11, 2020	Friday	8:00 a.m. to 12:00 p.m.

In addition, the Courthouse and Annex buildings will be closed on other holidays as declared by the Governor resulting in closed courts, as permitted by subsection (c), section one, article two, chapter two of the Code of West Virginia.

**AFFIDAVIT OF COUNTY, MUNICIPAL, OR OTHER PUBLIC OFFICIAL
ESTABLISHING FACSIMILE SIGNATURE**

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STATE OF WEST VIRGINIA

COUNTY OF Upshur , To-wit:

_____, after being first duly sworn by the undersigned Clerk of the County Commission, on oath, deposes, says and certifies:

1. That he or she is President (Title) of Upshur County Commission , a political subdivision of the State of West Virginia.

2. That in order to establish a facsimile signature to be used in lieu of his or her manual signature, as authorized by Chapter 6, Article 14, of the Code of West Virginia of 1931, as amended, he or she hereunto affixes his or her manual signature to this affidavit form and authorizes the same to be certified to and filed with the Secretary of State of West Virginia.

3. That his or her term of office ends as of December 31, 2020 .

Signature _____

I, Carol J. Smith Clerk of the County Commission of Upshur County, West Virginia, do hereby certify that the affiant named above, who is well known to me, personally appeared before me this day and made oath as noted above, and affixed his or her manual signature to the above affidavit; that the affiant does, in fact, as of this day occupy the official office, with specified term as aforesaid.

Witness my hand and seal of office this _____
day of _____ , _____

(SEAL)

Clerk of the County Commission

of _____ County, West Virginia

I, _____ , do certify that I am the President of the County Commission of Upshur County, and that Carol J. Smith whose name appears above, is of this date the duly qualified and acting Clerk of the County Commission of said County.

President of the County Commission

of Upshur County, West Virginia

Date _____



CERTIFICATE OF SECRETARY OF STATE

STATE OF WEST VIRGINIA,

I, _____, Secretary of State of West Virginia, do hereby certify that, inasmuch as the foregoing Facsimile Signature Affidavit appears to be properly executed with manual signature, and is duly authenticated, the same is hereby this day declared approved, filed and admitted to record in my office in the State Capitol, and the manual signature affixed by the affiant to above affidavit may be reproduced as the facsimile signature of an authorized officer by engraving, imprinting, stamping or other means, as authorized by Chapter 6, Article 14, of the Code of West Virginia, 1931, as amended, during the term of his or her said office as aforesaid.

In Witness whereof, I have subscribed my signature,
and caused the Great Seal of the State to be affixed
hereto this _____ day of _____, _____

(Seal)

Secretary of State

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**AFFIDAVIT OF COUNTY, MUNICIPAL, OR OTHER PUBLIC OFFICIAL
ESTABLISHING FACSIMILE SIGNATURE**

STATE OF WEST VIRGINIA

COUNTY OF Upshur , To-wit:

_____, after being first duly sworn by the undersigned Clerk of the County Commission, on oath, deposes, says and certifies:

1. That he or she is Sheriff (Title) of Upshur County , a political subdivision of the State of West Virginia.

2. That in order to establish a facsimile signature to be used in lieu of his or her manual signature, as authorized by Chapter 6, Article 14, of the Code of West Virginia of 1931, as amended, he or she hereunto affixes his or her manual signature to this affidavit form and authorizes the same to be certified to and filed with the Secretary of State of West Virginia.

3. That his or her term of office ends as of _____.

Signature _____

I, Carol J. Smith Clerk of the County Commission of Upshur County, West Virginia, do hereby certify that the affiant named above, who is well known to me, personally appeared before me this day and made oath as noted above, and affixed his or her manual signature to the above affidavit; that the affiant does, in fact, as of this day occupy the official office, with specified term as aforesaid.

Witness my hand and seal of office this _____
day of _____ , _____

(SEAL)

Clerk of the County Commission

of _____ County, West Virginia

I, _____ , do certify that I am the President of the County Commission of Upshur County, and that Carol J. Smith whose name appears above, is of this date the duly qualified and acting Clerk of the County Commission of said County.

President of the County Commission

of Upshur County, West Virginia

Date _____

CERTIFICATE OF SECRETARY OF STATE

STATE OF WEST VIRGINIA,

I, _____, Secretary of State of West Virginia, do hereby certify that, inasmuch as the foregoing Facsimile Signature Affidavit appears to be properly executed with manual signature, and is duly authenticated, the same is hereby this day declared approved, filed and admitted to record in my office in the State Capitol, and the manual signature affixed by the affiant to above affidavit may be reproduced as the facsimile signature of an authorized officer by engraving, imprinting, stamping or other means, as authorized by Chapter 6, Article 14, of the Code of West Virginia, 1931, as amended, during the term of his or her said office as aforesaid.

In Witness whereof, I have subscribed my signature,
and caused the Great Seal of the State to be affixed
hereto this _____ day of _____, _____

(Seal)

Secretary of State

**AFFIDAVIT OF COUNTY, MUNICIPAL, OR OTHER PUBLIC OFFICIAL
ESTABLISHING FACSIMILE SIGNATURE**

48

STATE OF WEST VIRGINIA

COUNTY OF Upshur , To-wit:

_____, after being first duly sworn by the undersigned Clerk of the County Commission, on oath, deposes, says and certifies:

1. That he or she is Clerk (Title) of County Commission of Upshur , a political subdivision of the State of West Virginia.

2. That in order to establish a facsimile signature to be used in lieu of his or her manual signature, as authorized by Chapter 6, Article 14, of the Code of West Virginia of 1931, as amended, he or she hereunto affixes his or her manual signature to this affidavit form and authorizes the same to be certified to and filed with the Secretary of State of West Virginia.

3. That his or her term of office ends as of _____.

Signature _____

I, Carol J. Smith Clerk of the County Commission of Upshur County, West Virginia, do hereby certify that the affiant named above, who is well known to me, personally appeared before me this day and made oath as noted above, and affixed his or her manual signature to the above affidavit; that the affiant does, in fact, as of this day occupy the official office, with specified term as aforesaid.

Witness my hand and seal of office this _____
day of _____ , _____

(SEAL)

Clerk of the County Commission

of _____ County, West Virginia

I, _____ , do certify that I am the President of the County Commission of Upshur County, and that Carol J. Smith whose name appears above, is of this date the duly qualified and acting Clerk of the County Commission of said County.

President of the County Commission

of Upshur County, West Virginia

Date _____

CERTIFICATE OF SECRETARY OF STATE

49

STATE OF WEST VIRGINIA,

I, _____, Secretary of State of West Virginia, do hereby certify that, inasmuch as the foregoing Facsimile Signature Affidavit appears to be properly executed with manual signature, and is duly authenticated, the same is hereby this day declared approved, filed and admitted to record in my office in the State Capitol, and the manual signature affixed by the affiant to above affidavit may be reproduced as the facsimile signature of an authorized officer by engraving, imprinting, stamping or other means, as authorized by Chapter 6, Article 14, of the Code of West Virginia, 1931, as amended, during the term of his or her said office as aforesaid.

In Witness whereof, I have subscribed my signature,
and caused the Great Seal of the State to be affixed
hereto this _____ day of _____, _____

(Seal)

Secretary of State

2020 Commission Board Appointments

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Commissioner Tenney:

Upshur County Fire Board, Incorporated (monthly)

Upshur County Farmland Protection Board (monthly)

Upshur County Family Resource Network (monthly)

Mountain CAP of West Virginia, Inc (bi-monthly)

Upshur County Enhanced Emergency Telephone Advisory Board (monthly)

*Buckhannon Upshur Parks & Rec – (monthly)

Commissioner Cutright:

Region VI Workforce Investment Board – LEO (quarterly)

Region VII Planning & Development Council (quarterly)

Upshur County Senior Center Board (monthly)

Upshur County Extension Service Committee (annually)

Upshur County Development Authority (monthly)

Lewis Upshur Community Corrections Board (monthly)

Court Security Advisory Board (monthly)

Emergency Food and Shelter Program – Parish House (annually)

* James W. Curry Advisory Board (monthly March – October)

Commissioner Nolte:

Upshur County Youth Council, Incorporated (SYC) (monthly)

Lewis-Upshur Local Emergency Planning Committee (monthly, alternates Lewis/Upshur)

Upshur County 4H Foundation (up to 3x's per year)

Buckhannon Upshur Airport Authority (monthly)

Corridor H Authority Board (as needed, teleconference is available)

Carrie Wallace:

Chamber of Commerce Board of Directors (quarterly)

Chamber of Commerce (monthly)

Convention & Visitors Bureau (monthly)

James W. Curry Advisory Board (monthly March – October) - Secretary

Court Security Advisory Board (monthly) - Secretary

Tabatha Perry:

*Safe Sites & Structures (monthly) – Secretary

*Attends, not a member of the Board

Order

At a regular session of the County Commission of Upshur County, West Virginia, conducted on January 9, 2020, the following Order is entered in the matter of the Estate of Lois Jeanette Brown, deceased.

On December 29, 1994, the Will of Lois Jeanette Brown, late, a resident of Buckhannon District, Upshur County, West Virginia, was admitted to record. H. Matthew Hymes, II, the Executor named in the Will, duly and regularly qualified as such Executor with Ohio Farmers Insurance Company, By Eleanor R. Harris, Attorney in Fact, as his surety, in the sum of One Hundred Thousand (\$100,000.00) Dollars. It was ordered the estate of Lois Jeanette Brown, deceased, be referred to Alexander M. Ross, Fiduciary Commissioner for Upshur County.

On December 10, 1996, due to a conflict of interest, Alexander M. Ross, declined to serve as Fiduciary Commissioner. Therefore, it was ordered that David R. Rexroad be appointed as the Fiduciary Commissioner.

On December 16, 1996, H. Matthew Hymes, II, filed the Appraisal of Assets totaling Two Hundred Fifty One Thousand, Two Hundred Fifty One Dollars and Ninety-One Cents (\$251,251.91). St. Joseph's Hospital filed a \$209.81 claim which was released on February 6, 1997. No other claims were filed against the estate. The Executor failed to file Annual Accountings and the Estate was never settled.

On April 4, 2019, H. Matthew Hymes, II, the Executor, departed this life.

On May 2, 2019, the Clerk of the County Commission notified Robert J. Wallace, the second Executor named in the Will, of the opportunity to administer the estate. To date, Mr. Wallace has not responded to the Clerk's inquiry.

Therefore, on this day, January 9, 2019, in compliance with §44-1-9, the Clerk of the County Commission requests the Appointment of Daya Masada Wright as the Administratrix De Bonis Non with the Will Annexed, to serve without bond. The County Commission further orders that David R. Rexroad be removed as Fiduciary Commissioner and that no Fiduciary Commissioner shall oversee the final administration of this estate.

TESTE: _____, CLERK

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



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

TDD Numbers
Business: 472-9550
Emergency: 911

MISSION STATEMENT

The mission of the Upshur County Commission is to provide superior public service and support which enables all county residents the opportunity to improve their quality of life, and enjoy the benefits of a safe, sustainable and progressive community in North Central West Virginia.

Dated: January 9, 2020

Samuel R. Nolte
Commission President

Terry B. Cutright
Commissioner

Kristie G. Tenney
Commissioner

An Equal Opportunity Employer

2020 Board of Review & Equalization Meeting Schedule

01/30/2020	1:00-3:00 p.m.	No appointments --- Review Property Books
02/05/2020	1:00-3:00 p.m.	
02/11/2020	9:00-11:00 a.m.	Coal, Oil & Gas Industrials
02/18/2020	9:00-11:00 a.m.	Adjourn Sine Die

Notice to the Citizens of Upshur County

Board of Review & Equalization

At a regular session of the County Commission of Upshur County, West Virginia, held at the Courthouse Annex on the 9th day of January, 2020, the matter of the County Commission sitting as a Board of Review and Equalization was reviewed and considered. The purpose of said Board is to review and equalize the assessments made by the Assessor of Upshur County. The County Commission will sit as a Board of Review and Equalization beginning at 1:00 p.m. on the 30th day of January, 2020, and shall continue until the work is complete but will adjourn no later than the close of business on the 18th day of February, 2020.

Property owners should receive notification of any increase in valuation if such increase is greater than ten percent (10%). If the increase relates to coal valuation, the notice will be from the State Tax Department. If the increase relates to producing oil and gas valuation, the notice will be from the State Tax Department. If the increase in valuation relates to land or buildings, the notice will be from the Office of the Upshur County Assessor. Please contact the Office of the Upshur County Assessor (304-472-4650) for any questions relative to increase in valuations.

Any person(s) who desire a review of their current tax assessment must contact the Upshur County Assessor's Office (304-472-4650) as soon as possible for an informal review prior to scheduling an appointment with the Upshur County Commission / Board of Review and Equalization during the month of February. Individuals may receive an application for assessment review from the Upshur County Assessor's Office or the Upshur County Commission Office. Individuals need to return the completed application(s) as soon as possible to ensure a complete review for all interested taxpayers. Please return the completed application to the following address:

Office of the Upshur County Commission
Board of Review and Equalization
91 West Main Street --- Suite 101
Buckhannon, West Virginia 26201

_____, President
Upshur County Commission

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201

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

TDD Numbers
Business: 472-9550

January 9, 2020

To: Office of the Upshur County Assessor
Property Tax Division --- State Tax Department

Re: Adjustments to Valuations for Real Property, Personal Property, and/or Mineral Property

The County Commission of Upshur County, West Virginia, does hereby grant approval of the Office of the Upshur County Assessor and/or the Property Tax Division of the State Tax Department to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after January 30, 2020, must be forwarded to the Commission sitting as the Board of Review and Equalization. We are currently scheduled to adjourn on February 18, 2020; therefore, any adjustments may be made through February 17, 2020. However, if it is necessary to continue any hearings, and we are unable to adjourn on February 18, 2020, we will advise you of the new date through which changes may be made.

If you have any questions, please contact the County Commission at the above phone number or via email at clwallace@upshurcounty.org.

Sincerely,

Terry B. Cutright

Samuel R. Nolte

Kristie G. Tenney

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COMMONWEALTH OF PENNSYLVANIA
KENNEL LICENSE APPLICATION



**Application for Pennsylvania
OUT-OF-STATE DEALERS
2020
Kennel License**

Pennsylvania Kennel License # (fill in where renewal is sought)	
Renewal of Prior License	<input checked="" type="checkbox"/>
New Kennel	<input type="checkbox"/>

Kennel applications must be either typed or printed and returned to the appropriate address indicated on the instruction sheet. Checks or money orders shall be made payable to the PA Department of Agriculture.

Check #: _____ Money Order: ☐ Yes ☒ No
Payment Amount: _____

All information must be completed and incomplete applications will be returned. Each kennel license type and kennel location must have a separate application.

I. PART 1: Applicant Information

Name of Kennel to Appear on the Out-of-State Dealer Kennel License	Kennel License #	County
Lewis Upshur Animal Control Facility	16089	Upshur, WV
Kennel Address (physical location of kennel) (street address, city, state, zip code)	Twp/Borough	
318 Mud Lick Rd. Buckhannon, WV 26201		
<input checked="" type="checkbox"/> Please check box if mailing address is different than above.	Business Phone #	
List mailing address here: 91 W. Main St, Suite 101 Buckhannon, WV 26201	(304) 472-3805	

1. The information requested below must be supplied for every person who holds an ownership interest in the kennel.

Out-of-State Dealer / Kennel Owner(s) / Applicant(s): (If a Corporation, Enter Corporate Name/Address)	Date of Birth	Contact Information	Percent Owner (%)
Owner 1: (name and title / relationship to kennel operation) <u>Upshur County Commission, Owner</u> <hr/> --Address (street address, city, state, zip code):		Telephone Number: <u>610 472-0535 x3</u> Fax Number: <u>610 473-2802</u> E Mail Address: <u>CWallace@UpshurCounty.org</u>	100%
Owner 2: (name and title / relationship to kennel operation) <hr/> Address (street address, city, state, zip code):		Telephone Number: () Fax Number: () E Mail Address:	
Owner 3: (name and title / relationship to kennel operation) <hr/> Address (street address, city, state, zip code):		Telephone Number: () Fax Number: () E Mail Address:	

For any additional owners provide all requested information on a separate sheet.

2. Previous Owner Interest:

Has the Owner(s) ever owned, operated, managed or been employed by any licensed Pennsylvania in-state kennel under the Pennsylvania Dog Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the following information: 1. Owner Name _____ 2. Type of Interest _____ 3. Name(s) and Address(es) of Kennels: _____ _____ _____ 4. Dates owned, operated, managed or employed: _____ _____	

3. Management - Enter the following information:

- (i) The names of all hired managers.
- (ii) If no managers, please mark N/A (not applicable).

Position	Name and Address of Individual	Date of Birth
Director	Janella L. Cochran	

*(Note): For Partnerships, Corporations, Limited Liability Companies, please attach a list of partners, officers and directors, or members as applicable with position held and address. Attach a separate sheet of Owners/Stockholders that own 10% or greater share of the business and indicate the number of shares for each stockholder.

(iii) Do you have a person who does or will own a financial interest in the kennel operation or participate in the management of the kennel who has been convicted (convicted includes a guilty plea or no contest plea) of a violation of 18 Pa.C.S. § 5511 (relating to cruelty to animals) or of substantially similar conduct pursuant to an animal cruelty law of another state or Commonwealth?

☒ No ☐ Yes

If "Yes" list the individual(s) by name and address and the role they will play in the kennel:

II. PART 2: Eligibility Criteria

For purposes of this Kennel License Application – "You" – means any person holding an ownership interest in the kennel.

1. Have you ever been convicted (convicted includes guilty plea or no contest plea) of a violation of 18 Pa.C.S. § 5511 (relating to cruelty to animals) or of substantially similar conduct pursuant to an animal cruelty law of another state or Commonwealth? ☒ No ☐ Yes

If you answered "Yes," provide the following additional information for each such person.

Name of person: _____

a. Total number of convictions: _____

b. For each charge on which convicted, individually set forth the court, county and state of the conviction and court docket number: _____

c. For any Convictions that occurred more than 10 year prior to the filing of this Kennel License Application, Provide any information you wish the Department to consider as evidence you have been rehabilitated and that the granting of the kennel license will no jeopardize the health, safety, and welfare of the dogs: _____

2. Do you have a person who does or will play a role in the transportation and/or care of dogs being transported into or out of the Commonwealth of Pennsylvania, who has been convicted (convicted includes a guilty plea or no contest plea) of a violation of 18 Pa.C.S. § 5511 (relating to cruelty to animals) or of substantially similar conduct pursuant to an animal cruelty law of another state or Commonwealth? A role includes management by the person applying for a PA Out-of-State Dealers License and/or participation in transporting / caring for the dogs in your possession. ☒ No ☐ Yes

If "Yes" list the name of the individual(s) by name and address and the role they will play in the kennel: _____

3. Have you ever been convicted (convicted includes a guilty plea or no contest plea) of a felony? ☒ No ☐ Yes

If you answered "Yes," provide the following additional information.

- a. Total number of convictions _____
 b. For each charge on which convicted, individually set forth the court, county and state of the conviction and court docket number: _____

4. Within 10 years prior to the filing of this Out-of-State Dealers License Application have you:

- a. Been found to have violated Section 9.3 of Act of December 17, 1968 (P.L. 1224, No. 387) known as the "Unfair Trade Practices and Consumer Protection Law" (otherwise known or referred to as the "Puppy Lemon Law")? ☒ No ☐ Yes

- b. Been required to cease and desist from operating a kennel or owning, selling or caring for dogs or both? ☒ No ☐ Yes

- c. Entered into an agreement with the Pennsylvania Office of Attorney General which requires or required you to cease and desist from operating a kennel or owning, selling or caring for dogs, or both? ☒ No ☐ Yes

If you answered "Yes" to any of the above, for each such instance provide the date legal action or agreement was filed or consented to, the court in which the proceedings were initiated, the court's docket number, the prosecuting authority bringing the charge, citation or with whom the agreement was reached: _____

5. Have you ever been found to have violated the Act of December 15, 1986 (P.L. 1610, No. 181), known as the "Rabies Prevention and Control in Domestic Animals and Wildlife Act"? (3 P.S. § 455.8) ☒ No ☐ Yes

6. Have you had a PA kennel license, dealer license or out-of-state dealer license refused or revoked within the past ten years? ☒ No ☐ Yes

If you answered "Yes," set forth the Type of License and the year revoked or refused.

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III. PART 3: *Kennel Type and Class*

Please consult the Instruction Sheet for information on kennel types and classes.

1. Please indicate the appropriate Kennel Type and Class for which you are applying:

a. DEALER KENNEL CLASS – Must check a type below (rescue network, research, kennel)

<input type="checkbox"/> \$75 – DK I: 50 dogs of any age or less per year	<input type="checkbox"/> \$400 – DK IV: 151 to 250 dogs of any age per year
<input type="checkbox"/> \$200 – DK II: 51 to 100 dogs of any age per year	<input type="checkbox"/> \$500 – DK V: 251 to 500 dogs of any age per year
<input type="checkbox"/> \$300 – DK III: 101 to 150 dogs of any age per year	<input type="checkbox"/> \$750 – DK VI: over 500 dogs of any age per year
Type: <input type="checkbox"/> Rescue Network Kennel <input type="checkbox"/> Research Kennel <input type="checkbox"/> Kennel	

b. NON-PROFIT CLASS – Must check a type below (humane society, SPCA, rescue network, research, or other)

<input checked="" type="checkbox"/> \$25 – NP
Type: <input type="checkbox"/> Humane Society <input type="checkbox"/> SPCA <input type="checkbox"/> Rescue Network Kennel
<input type="checkbox"/> Research Kennel <input checked="" type="checkbox"/> Other <u>County owned and operated animal shelter</u>

2. Total number of shipped dogs.

- Total number of dogs shipped to Pennsylvania in 2019 _____
- Total number of dogs shipped from Pennsylvania in 2019 0
- Method of transportation used (Make, Model, Current license number):

personal vehicle - make, model, license changes with each transport as volunteers transport animals

3. If your business entity is a nonprofit, please provide proof of your nonprofit status along with this application.

4. As an attachment to this application for a PA Out-of-State Dealers license, please provide a copy of your 2019 records showing all transactions involving dogs which have taken place between the person/organization shown on this application as applying for a 2020 Out-of-State Dealers License and individuals or kennels within PA, licensed or unlicensed, during the 2019 calendar year. Such records shall include the name and address of the PA individual(s) or kennel(s) with which you have conducted business, and the number of dogs you have taken to or acquired from the individual(s) or kennel(s).

Applicant Verification, Certification and Acknowledgment

(All Applicants Previously Listed Must Sign Below)

The applicant(s) verifies to the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Dog Law Enforcement, that:

1. The information contained herein and in all attachments and supporting material is true and correct, the filing of the Kennel License Application has been duly authorized by the applicant(s), and the Board of Directors thereof if a corporation, and the undersigned(s) has/have authority to execute this Kennel License Application on behalf of the applicant(s). The applicant(s) affirm(s) the information set forth in this Kennel License application form is true and correct to the best of his/her knowledge, information and belief and makes these statements subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.
2. All information provided herein and in all attachments and supporting documents are material to this Kennel License Application and the licensing decision of the Commonwealth of Pennsylvania, Department of Agriculture, of Bureau of Dog Law Enforcement. By executing this application, applicant(s) acknowledge and agree that all misrepresentations are and will be considered material misrepresentations and misstatements under the provisions of the Dog Law, at 3 P.S. § 211(a)(1).

Signature instructions: Please sign below in the space provided applicable to your status as an applicant. All persons with an ownership interest in the kennel are applicants and must sign. If applicant is one of several persons with an ownership interest in the kennel, look for the listing below for the type of entity in which applicant possesses an ownership interest and sign there.

1. Check one of the following indicating the structure of the organization for which the license is requested:

☐ Corporation ☐ Partnership ☐ LLC ☒ Municipal
☐ S Corporation ☐ Individual/Sole Proprietor ☐ Other – Explain

Individual / Sole Proprietor: Signature _____ Legibly Print Name _____ Date _____	Partnership: Signature – General Partner _____ Legibly Print Name _____ Date _____										
Corporation / S Corporation: Name of Corporation _____ Signature of President / VP (circle which) _____ Date _____ Legibly Print Name _____ Signature of Secretary / Treasurer (circle which) _____ Date _____ Legibly Print Name _____	Municipal: <u>Upshur County Commission</u> Name of Municipality _____ Signature of Municipal Manager _____ Date _____ <u>Cherie L. Wallace</u> Legibly Print Name _____ <u>Janella L. Cochran</u> 12-30-19 Signature of Animal Control Officer _____ Date _____ <u>Janella L. Cochran</u> Legibly Print Name _____										
Limited Liability Company (LLC): <table style="width: 100%;"> <tr> <td style="width: 50%;">Name of Corporation _____</td> <td style="width: 50%;">Signature – Member _____ Date _____</td> </tr> <tr> <td>Signature – Member _____ Date _____</td> <td>Legibly Print Name _____</td> </tr> <tr> <td>Legibly Print Name _____</td> <td>Signature – Member _____ Date _____</td> </tr> <tr> <td>Signature – Member _____ Date _____</td> <td>Legibly Print Name _____</td> </tr> <tr> <td>Legibly Print Name _____</td> <td></td> </tr> </table>		Name of Corporation _____	Signature – Member _____ Date _____	Signature – Member _____ Date _____	Legibly Print Name _____	Legibly Print Name _____	Signature – Member _____ Date _____	Signature – Member _____ Date _____	Legibly Print Name _____	Legibly Print Name _____	
Name of Corporation _____	Signature – Member _____ Date _____										
Signature – Member _____ Date _____	Legibly Print Name _____										
Legibly Print Name _____	Signature – Member _____ Date _____										
Signature – Member _____ Date _____	Legibly Print Name _____										
Legibly Print Name _____											

Upshur County Commission 2020 Ford Explorer

Compound Period: Annual

Nominal Annual Rate: 3.950 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
Payment	01/09/2020	8,678.50	4	Annual	01/09/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/09/2020				32,785.00
1	01/09/2020	8,678.50	0.00	8,678.50	24,106.50
2020 Totals		8,678.50	0.00	8,678.50	
2	01/09/2021	8,678.50	952.21	7,726.29	16,380.21
2021 Totals		8,678.50	952.21	7,726.29	
3	01/09/2022	8,678.50	647.02	8,031.48	8,348.73
2022 Totals		8,678.50	647.02	8,031.48	
4	01/09/2023	8,678.50	329.77	8,348.73	0.00
2023 Totals		8,678.50	329.77	8,348.73	
Grand Totals		34,714.00	1,929.00	32,785.00	

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Request for Bids

Police Vehicle – 1 Sedan

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced purchase located at the Upshur County Administrative Annex, 91 W Main Street, Suite 101, Buckhannon, located in Upshur County, West Virginia. Minimum specifications for bid are available upon request to clwallace@upshurcounty.org.

Dealers must provide a quote for a basic police package, including heavy duty alternator, battery, and suspension. Vehicle must be available immediately.

The Upshur County Commission reserves the right to award the bid for the vehicle based upon certain criteria, including but not limited to, submitted bid price, estimated time of completion, proximity to the Upshur County Courthouse, references and/or any other factor determined to be in the best interest for the purchase of the vehicle.

Any and all sealed bids must be received no later than 4 p.m. on
February 5, 2020 at the following address:

Office of the Upshur County Commission
Sealed Bid – Police Vehicle
91 W Main Street, Suite 101
Buckhannon, WV 26201

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 10:00 a.m. on Thursday, February 6, 2020.

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

VEHICLE MINIMUM SPECIFICATIONS

Police Vehicle – 1 Sedan

- All Wheel Drive System
- 3.7L TI-VCT V6 Engine
- Exterior / Black
- Rear View Camera
- Transmission / 6 Speed Auto
- Battery / Heavy Duty 78-AMP
- Alternator / 220 AMP
- Power Train / Heavy Duty
- Power Steering with EPAS
- Police Brakes / 4 WHL Disc
- ABS & Traction Control
- Air Conditioning
- Power Windows
- AM/FM Single CD
- Full Size Spare Tire
- Wheels / Heavy Duty, Police Tires
- Projection Beam Halogen Headlamp
- Flooring / Heavy Duty Vinyl
- Seating / Front Cloth Bucket Seats
- Speedometer / Certified
- Airbags / Front and Side, Safety Canopy
- SOS Post Crash Alert System
- Warranty / 3 Years – 36,000 Miles



ROBERT C. BYRD CORRIDOR H HIGHWAY AUTHORITY

March 28, 2019

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, West Virginia 26201

Re: FY 2020 Funding Request

Dear Commissioners:

On behalf of the Robert C. Byrd Corridor H Highway Authority I kindly request that the Upshur County Commission consider making a financial contribution to the Corridor H Authority during FY 2020.

As you may recall, the annual appropriation given to the Corridor H Authority for our operations ceased during FY 2017 and has not been restored to date. This same cut was made to all of the highway authorities across the state. The ongoing state budget concerns were given as the reason for the cut in funding. Through the generous support of the counties along the Corridor H route, the Authority has continued doing the important work we are charged by code to do.

The authority has a lot of important work ahead of us, including, but not limited to the following:

- Continued advocacy for the prioritization and completion of Corridor H to state and federal officials
- Continued promotion of the use/importance of Corridor H to a variety of groups/organizations

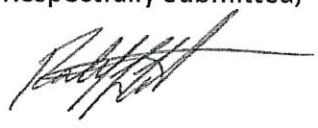
The Corridor H Authority has been very successful over the past several years working with both the private and public sector to support the completion of Corridor H. However, without the proper funding, these efforts are much more difficult to continue. We are requesting a contribution of \$5,000 from each county along Corridor H to support our goals and objectives during FY 2020.

10/10

We appreciate all the support Upshur County has given the Corridor H Authority over the years. We know you share our desire to see this important piece of economic development infrastructure completed as quickly as possible. In order to achieve this goal it will take a team effort from everyone. I trust we can count on your support of the Corridor H Authority.

If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully Submitted,



Robert L. Morris, Jr.
Chairman



Gold Service Agreement

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Purchaser: Upshur County Commission
38 W Main St #302,
Buckhannon, WV 26201-2259

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
901 Morris St
Charleston, WV 25301
Phone: 304-342-8115
Fax: 866-812-5542
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.


Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
38 W MAIN ST		Dover	Hydraulic	US48709	3

ThyssenKrupp Elevator Americas



ThyssenKrupp



Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.



Gold Service Agreement

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from MAX Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Digital Customer Experience

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

☒ Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

Elevator Maintenance Agreement

TK 11/11

2019-387858 - ACIA-1NEZIOW

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Gold Service Agreement

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

Gold Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : 1

Elevator #	Elevator Telephone Number including Area Code	Elevator #	Elevator Telephone Number including Area Code
1	304-472-2338		

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1	Greg Harris	Facilities Director	304-613-1801	304-472-6717
2	Carrie Wallace	County Administrator	304-472-0535 x3	304-642-4521
3	Tabatha Perry	Asst. Administrator	304-472-0535 x2	304-613-2662

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department:

(304) 472-5723

Phone # for Local Fire Department:

(304) 472-2868

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

Gold Service Agreement

☒ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

Gold Service Agreement

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment, advertising devices, kiosks or touchscreen displays, security systems of any kind, card readers, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps, signage, braille, and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment.

Gold Service Agreement

You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Gold Service Agreement

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Price.

The price for the services as stated in this agreement shall be Two Hundred Twenty Five Dollars (\$225.00) per month, excluding taxes, payable Annually in advance.

Term

This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Gold Service Agreement

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Submission of Proposed Agreement when Original Agreement in Full Force and Effect

In the event that Purchaser and ThyssenKrupp Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both parties. Upon full acceptance by both parties, this proposed agreement shall supersede all prior agreements.

Alternate Payment Plan – Less Than Annual Frequency

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<u>Billing Frequency</u>	<u>Agreement Price Increase</u>	<u>Check for Selection</u>	<u>Purchaser's Initial Acceptance</u>
Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		
Monthly	4%		

Special Considerations

"Pursuant to WV Code 11-8-26, the Commission reserves the right to terminate this contract within thirty (30) days of laying the levy for the aforementioned fiscal years if funds are not appropriated. The Commission shall provide such notice of termination in writing to the vendor."

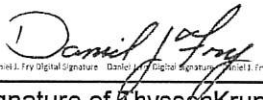


Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Upshur County Commission:	ThyssenKrupp Elevator Corporation Approval:
By:  <small>Daniel L. Fry Digital Signature Daniel L. Fry</small> (Signature of ThyssenKrupp Elevator Representative) Daniel Fry Service / Repair Sales Dan.Fry@thyssenkrupp.com December 18, 2019 (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) <u>Commission President</u> (Print or Type Title) <u>January 9, 2020</u> (Date of Approval)	By: _____ (Signature of Authorized Individual) Adam Hackney Branch Manager _____ (Date of Approval)



IRS issues standard mileage rates for 2020

IR-2019-215, December 31, 2019

WASHINGTON — The Internal Revenue Service today issued the 2020 optional standard mileage rates (PDF) used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2020, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 57.5 cents per mile driven for business use, down one half of a cent from the rate for 2019,
- 17 cents per mile driven for medical or moving purposes, down three cents from the rate for 2019, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate decreased one half of a cent for business travel driven and three cents for medical and certain moving expense from the rates for 2019. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details, see Rev. Proc. 2019-46 (PDF).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than five vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2019-46 (PDF).

AUTHORIZATION TO DESTROY RECORDS

79

1. Submitted Date 01 / 09 / 20
2. From: Upshur County Commission
Name: _____
3. Title: Commission President
4. Address: 91 West Main St. Ste 101
Buckhannon, WV 26201

To: West Virginia State Archives
1900 Kanawha Blvd. East, Bldg. 9
Charleston, WV 25305-0300
Phone: 304-558-0230

Request for Records Destruction

I certify that I am authorized to act for this governance body in the destruction of its public records and hereby request authorization for destruction of the following records in accordance with the West Virginia Code and any applicable general retention schedules. The records listed below meet all audit and legal retention requirements and have no further administrative, fiscal, legal, and historical or research value. I understand that records must not be destroyed until it is approved and signed by the director in number 10.

3. Office holder's signature: _____	4. Title: _____	5. Telephone / E-Mail (304) 472-0535 _____@upshurcounty.org
--	--------------------	---

6. Records Title:	7. Records Retention:	8. Inclusive Dates: From: To:	9. Volume (Cu. Ft.)
OMB No. 3046-0046 Expires 1/31/2014		2016 - November 2019	approx. 170 records / 2 inches
OMB No. 3046-0046 Expires 07/31/2013		May 2016	7 records

Destruction Authorization

10. Destruction of the above listed records is authorized

Director, West Virginia State Archives _____ Date _____

February 2020

On Call Schedule



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Blue Team
						Day: Yellow Day TC1 Night: Yellow Night TC1
2 Yellow Team	3 Blue Team	4 Blue Team	5 Blue Team	6 Yellow Team	7 Yellow Team	8 Yellow Team
Day: Blue Day TC1 Night: Blue Night TC1	Day: Yellow Day TC2 Night: Yellow Night TC2	Day: Yellow Day TC3 Night: Yellow Night TC3	Day: Yellow Day TC1 Night: Yellow Night TC1	Day: Blue Day TC2 Night: Blue Night TC2	Day: Blue Day TC3 Night: Blue Night TC3	Day: Blue Day TC1 Night: Blue Night TC1
9 Blue Team	10 Yellow Team	11 Yellow Team	12 Yellow Team	13 Blue Team	14 Blue Team	15 Blue Team
Day: Yellow Day TC2 Night: Yellow Night TC2	Day: Blue Day TC2 Night: Blue Night TC2	Day: Blue Day TC3 Night: Blue Night TC3	Day: Blue Day TC1 Night: Blue Night TC1	Day: Yellow Day TC3 Night: Yellow Night TC3	Day: Yellow Day TC1 Night: Yellow Night TC1	Day: Yellow Day TC2 Night: Yellow Night TC2
16 Yellow Team	17 Blue Team	18 Blue Team	19 Blue Team	20 Yellow Team	21 Yellow Team	22 Yellow Team
Day: Blue Day TC2 Night: Blue Night TC2	Day: Yellow Day TC3 Night: Yellow Night TC3	Day: Yellow Day TC1 Night: Yellow Night TC1	Day: Yellow Day TC2 Night: Yellow Night TC2	Day: Blue Day TC3 Night: Blue Night TC3	Day: Blue Day TC1 Night: Blue Night TC1	Day: Blue Day TC2 Night: Blue Night TC2
23 Blue Team	24 Yellow Team	25 Yellow Team	26 Yellow Team	27 Blue Team	28 Blue Team	29 Blue Team
Day: Yellow Day TC3 Night: Yellow Night TC3	Day: Blue Day TC3 Night: Blue Night TC3	Day: Blue Day TC1 Night: Blue Night TC1	Day: Blue Day TC2 Night: Blue Night TC2	Day: Yellow Day TC1 Night: Yellow Night TC1	Day: Yellow Day TC2 Night: Yellow Night TC2	Day: Yellow Day TC3 Night: Yellow Night TC3



From: "Acord, David" <DAcord@psc.state.wv.us>
To: "C L Wallace" <clwallace@upshurcounty.org>, "Thomas J. O'Neill"
<tom.oneill@buckhannonwv.org>, "hodgesvillepsd@frontier.com" <hodgesvillepsd@frontier.com>,
"Robert R. Rodecker" <rrodecker@kaycasto.com>, "jay.hollen@buckhannonwv.org"
<jay.hollen@buckhannonwv.org>, "Sam Ludlow" <sam.ludlow@buckhannonwv.org>
Subject: Upshur County Commission/City of Buckhannon/Tennerton PublicService
District/Hodgesville PSD Informal Request
Date: 12/19/2019 3:44:26 PM

Representatives of the Water & Wastewater Division, Legal Division, and Engineering Division met to discuss your informal request and we offer the following for your consideration:

It's our understanding that both the City of Buckhannon (City) and Tennerton Public Service District (District) are interested in extending sewer service to an area near Buckhannon. The area in question isn't currently within the municipal boundaries of the City and isn't currently within the service boundaries of the District. It's also our understanding that the Upshur County Commission (County Commission) is interested in having sewer service extended and is considering expanding the boundaries of the District to include this area. The respective parties requested that the Public Service Commission provide an informal recommendation regarding whether the City or District should provide sewer service to the area in question. In addition, we will also briefly discuss a proposed extension of water service to the area South of Route 33.

Tennerton Public Service District:

On October 1, 2019, we requested the County Commission/District provide responses to the following questions:

- Maps of the area to be served, with:
 - Existing distribution/collection facilities shown;
 - Proposed improvements to each utility's system that is required in order to serve said area;



- Cost estimates including both total and construction cost;
- Estimate of changes in operation and maintenance costs associated with District's proposal;
- Preliminary project schedules (if available);
- Proposed method and sources of funding, including any external public funding and type of funding (loan/grant). If the proposed funding is external public funds, the District should provide a summary of its eligibility for said funds and estimated commitment timeline;
- Estimates of pro-forma rate impacts, including any current going-level adjustments that are pending (or will be necessary).
- Any information regarding pending customer requests for service.

On October 30, 2019, we received information from the District and later contacted the District's representatives for additional clarification:

1) The District provided two estimates.

2) The first estimate for the Route 33 South project listed a total project cost of \$2,770,000 to serve 5 existing customers and a proposed development that may have 14 businesses. The District proposes to fund this project via a \$1,500,000 RUS Loan (3%, 38 yrs.), \$550,000 RUS Grant, and a \$770,000 USEDA Grant. The District didn't propose an increase in rates under its initial proposal. Note: the District's cost estimate doesn't include any upgrades to the Buckhannon sewer system.

(33)

3) The second estimate for the Route 33 North project listed a total project cost of \$4,830,000 to serve approximately 138 new customers. The District proposes to fund this project via a \$2,060,000 RUS Loan (3%, 38 yrs.), \$980,000 RUS Grant, \$1,000,000 IJDC Loan (1%, 40 yrs.), and a \$790,000 IJDC Grant. The District is proposing a 25% increase in customer rates for this project. It proposes to increase its existing rates from \$34.99 (3,400 gallons) to \$43.72 (3,400 gallons). Note: the District's cost estimate doesn't include any upgrades to the Buckhannon sewer system.

City of Buckhannon:

On October 1, 2019, we requested the City provide responses to the following questions:

- Maps of the area to be served, with:
 - Existing distribution/collection facilities shown;
 - Proposed improvements to each utility's system that is required in order to serve said area;
- Cost estimates including both total and construction cost;
- Estimate of changes in operation and maintenance costs associated with City's proposal;
- Preliminary project schedules (if available);
- Detailed information regarding the proposed cost-participation model noted in the City's letter;

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- Proposed method and sources of funding, including any external public funding and type of funding (loan/grant). If the proposed funding is external public funds, the City should provide a summary of its eligibility for said funds and estimated commitment timeline.
- Estimates of pro-forma rate impacts, including any current going-level adjustments that are pending (or will be necessary).
- Any information regarding pending customer requests for service.

On November 22, 2019, and November 25, 2019, we received information from the City, and later contacted the City's representatives for additional clarification:

1) The City projected a \$300,000 cost to extend service for the Route 33 North project. The City proposes to contribute \$100,000 towards the cost of the extension and finance \$200,000 at 3% for 20 years. The City initially projected a surcharge of \$112 per month on the nine (9) new commercial and industrial customers served by this project. Representatives of the City later advised that it revised its surcharge calculation to existing rates plus a \$50 surcharge per customer per month and a surcharge of \$3.00 per 1,000 gallons for the new customers. The City anticipates constructing the Route 33 North project during the Summer of 2020. The City also advised that if the extension area is annexed then it would serve the area without surcharges. The City also noted that it's open to extending service into other areas North of Route 33, based on customer demand.

2) The City has discussed a Route 33 South project and two of the potential customers have expressed interest in possibly pursuing that extension via an Alternate Mainline Extension Agreement. The City initially anticipated the south side extension project being pursued during the 2021 construction season at the latest. The City later advised that its discussions with the south side stakeholders has progressed and it's anticipated that construction may begin sooner. The City plans to file the Alternate Mainline Extension Agreements with the PSC as soon as the negotiations with the stakeholders are final. The customers in this project area would pay the same sewer rates as existing Buckhannon sewer customers. The City is also negotiating an Alternate Mainline Extension Agreement for water in the Route 33 South area and the new customers would pay the same water rates as existing Buckhannon water customers.



Points to Consider:

-

Based on the information provided it's apparent that both the City and District have sewer facilities near the area in question but neither serve the area.

The District connected onto the City's mainline and extended in a westerly direction to serve some of its customers. The City later connected onto the District's line and extended it further west. The proposed project would extend off of the City's line whether done by the City or the District.

The District's sewage is currently treated by the City. The District is currently in arrears to the City for the treatment of its sewage.

The District initially didn't propose an increase in customer rates associated with its Route 33 South project since it anticipates that new customer revenues will absorb increases associated with the respective project. However, a review of the revenue projections showed that approximately 90% of the proposed new revenues are from future customers (not existing customers but future development) and only 10% of the revenues would be generated from existing customers. Thus, the District would require an increase in rates for its Route 33 South project. When staff spoke with Terry Gould, General Manager of Tennerton PSD, about this project he advised that an increase in rates would likely be required for the proposed Route 33 South project.

Mr. Gould also serves as the General Manager of Hodgesville Public Service District and he advised us that the Hodgesville Public Service District is not opposed to Buckhannon providing water service for the proposed Route 33 South project area. However, Mr. Gould explained that the District could explore serving this area should Buckhannon decide to not extend water service in this area.



The District is proposing to pursue a \$1,000,000 IJDC Loan (1%, 40 yrs.) as part of its funding package for its Route 33 North project. The proposed rate of \$43.72 (3,400 gallons) is 1.3% of the Median Household Income (MHI) for Upshur County. Since the proposed rate is below 1.5% of the MHI the District's IJDC loan terms would be 3%, 20 yrs. Thus, the District doesn't qualify for its proposed IJDC funding and would need to reassess the impact of this on its proposed rates, etc. Please note that funding eligibility may change for the District based upon potential increases to its rates, etc.

The District would be required to file with the PSC for a Certificate of Convenience and Necessity for both of its proposed projects.

The City has annual gross revenues of \$3 million or more and has more than 4,500 customers. Thus, the City is considered to be Locally Rate Regulated and the City isn't required to file for a Certificate of Convenience and Necessity with the PSC. The jurisdiction of the Commission over the City is limited to the powers enumerated in West Virginia Code §24-2-1 (b).

The City has proposed to extend service to the Route 33 South area via an Alternate Mainline Extension Agreement based upon discussions with potential customers in the area.

The City proposes to extend service to the Route 33 North area via a project and charge benefiting customers (approximately 9) a surcharge of approximately \$50 per month plus a surcharge of \$3.00 per 1,000 gallons in addition to the City's current tariff rates.

West Virginia Code §16-13A-8 states, "The board may acquire any publicly or privately owned public service properties located within the boundaries of the district regardless of whether or not all or any part of such properties are located within the corporate limits of any city, incorporated town or other municipal corporation included within the district and may purchase and acquire all rights and franchises and any and all property within or outside the district necessary or incidental to the purpose of the district. The board may construct any public service properties within or outside the district necessary or incidental to its purposes and each such district may acquire, construct, maintain and operate any such public service properties within the corporate limits of any city, incorporated town or other municipal corporation included within the district or in any unincorporated territory within ten miles of the territorial boundaries of the district: Provided, That if any incorporated city, town or other municipal corporation included within the district owns and operates either water facilities, sewer facilities, stormwater facilities or gas facilities or all of these, then the district may not

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acquire, construct, establish, improve or extend any public service properties of the same kind within such city, incorporated towns or other municipal corporations or the adjacent unincorporated territory served by such cities, incorporated towns or other municipal corporations, except upon, the consent of such cities, incorporated towns or other municipal corporations and in conformity and compliance with the rights of the holders of any revenue bonds or obligations theretofore issued by such cities, incorporated towns or other municipal corporations then outstanding and in accordance with the ordinance, resolution or other proceedings which authorize the issuance of such revenue bonds or obligations. Whenever such district has constructed, acquired or established water facilities, sewer facilities, a stormwater system, stormwater management program or gas facilities for water, sewer, stormwater or gas services within any city, incorporated town or other municipal corporation included within a district, then such city, incorporated town or other municipal corporation may not thereafter construct, acquire or establish any facilities of the same kind within such city, incorporated town or other municipal corporation without the consent of such district..."

West Virginia Code §16-13-1(c) states, "Any municipality may serve and supply the facilities of such sewerage system and a stormwater system and associated stormwater management program within the corporate limits of the municipality and within the area extending twenty miles beyond the corporate limits of such municipality..."

Over the years the PSC has had several cases which discussed service territory, etc. I've attached those orders for your review.

In Case No. 96-0041-PSWD-W-PC (Jefferson County Public Service District), the Commission Order entered January 23, 1998, stated:

"Finally, we also wish to clarify that the PSC doesn't recognize county commission-defined boundaries of a public service district, such as the map, as the equivalent of exclusive service territories. Rather, exclusive service territories are those areas already served by a utility's facilities. See Lumberport-Shinnston Gas Co. v. Equitable Gas Co., Case No. 86-749-G-C; & Lumberport-Shinnston Gas Co. & Equitable Gas Co., Case No. 87-115-G-GI, PSC Order Sept. 29, 1987; Lowther v. Harrison Rural Elect. Ass'n, Case No. 87-610-E-C, PSC Order July 7, 1989; Harrison Rural Elect. Ass'n v. Monongahela Power Co., Case No. 96-0747-E-C, PSC Order Sept. 18, 1997. PSC certificates are granted for particular projects, not to establish exclusive geographic territory."



Thus, even if the Upshur County Commission pursues the expansion of the District's boundaries it wouldn't be considered the exclusive service territory of the District.

In Case No. 79-396-WS-C (Shingleton v. Martinsburg Water and Sewer Department and the Opequon Public Service District), the Commission Order entered August 4, 1980, adopted the Recommended Decision of the Hearing Examiner and noted under the Conclusions of Law:

1. Both the City of Martinsburg and Opequon Public Service District have authority to provide water and/or sewer service to the property at issue in this proceeding.
2. When two utilities enjoy concurrent authority in an area, the Commission may exercise its discretion in determining which of the two would be better suited to serve a particular customer.

Thus, should the City and District be unable to resolve the issue then the PSC may exercise its discretion in a formal filing to determine which utility is better suited to serve the customers in question.

Recommendation:

Based on the information provided by the City and conversations with Terry Gould, General Manager of Hodgesville Public Service District, there doesn't appear to be an issue to resolve involving the extension of water to the proposed Route 33 South project area. Thus, the City should pursue the extension of service and file the required Alternate Mainline Extension Agreement with the PSC for its review, etc..

Based on the information provided and follow-up discussions with representatives of the City and District it's our opinion that the City is in a better position to extend sewer service to the proposed Route 33 South project area. The proposed extension would be a reasonable extension of the City's existing facilities and would be contiguous to the City's current facilities. The City is planning to pursue the extension of service via an Alternate Mainline



Extension Agreement and customers in the proposed project area would pay the existing tariff rates of the City. The City is open to several options to fund the respective project and is willing to further discuss these options with the stakeholders, if needed. The District's proposal is contingent on obtaining a \$2.77 million funding package, would require an increase in existing customer rates (based on latest information) and would require the District to obtain a Certificate of Convenience and Necessity from the PSC.

Based on the information provided and follow-up discussions it's our opinion that the City is in a better position to extend service to the limited scope (approximately 9 new customers) Route 33 North project area. The proposed extension would be a reasonable extension of the City's existing facilities and would be contiguous to the City's current facilities. The City is also able to complete the extensions via the use of in-house resources, if needed, in order to reduce costs. The City is open to several options to fund the respective project and is willing to further discuss these options with the stakeholders, if needed. The City presently anticipates a surcharge of approximately \$50 per month plus a surcharge of \$3.00 per 1,000 gallons in addition to the City's current tariff rates. The City advised that it doesn't believe that a larger Route 33 North project is viable, at this time, since only 26% of the residential property owners in the Lorentz service area desire public sanitary sewer service. However, it's receptive to possibly extending service in phases at a later time. The District's Route 33 North project is larger in scope at an estimated cost of \$4,830,000 to serve the Lorentz area and is projected to require a 25% increase in the District's rates. The District would be required to obtain a Certificate of Convenience and Necessity from the PSC.

We asked representatives of the City and District about whether there are any Consent Decrees or other health related issues driving the need to extend service to the respective Route 33 South and North project areas and no one advised of any issues. The City is of the opinion that an extension to the Lorentz area is not viable at this time since only 26% of potential customers responded favorably to a survey regarding the extension of sewer service. The District and/or the County Commission are of the opinion that customers in this area would like to have public sewer extended. Thus, if the City is interested in extending service to the Lorentz area then it's our opinion that it would be a reasonable extension of the City's facilities and would be contiguous to the City's current facilities. However, if the City isn't interested in serving the area and the District wants to extend service then the District should work with its project team to evaluate the proposed extension and pursue funding and the necessary approvals.

If an Alternate Mainline Extension is pursued then PSC review and approval is required for the respective agreement between the utility and the prospective customer (s).

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We encourage the parties to work together in identifying and prioritizing areas, to be served, to assure the orderly development of the respective systems. This cooperative effort should consider the timeliness of the proposed extension, total project cost, available funding sources, impact on customer rates, etc..

Please note that the information contained in this message is provided as assistance from the Water and Wastewater Division, Legal Division, and Engineering Division of the Public Service Commission of WV (Commission), and as such, the contents therein are not binding on Staff or the Commission in its decision-making, should a formal case arise related to this information. If you have any questions please let us know.

Thanks,

David L. Acord, II

Public Utilities Director

Water & Wastewater Division

Public Service Commission of West Virginia

201 Brooks Street

P.O. Box 812

Charleston, WV 25323

(304) 340-0366

Fax: (304) 340-3759

dacord@psc.state.wv.us

James W. Ellars, P.E.

91

Engineer Senior

Engineering Division

Public Service Commission of West Virginia

201 Brooks Street

P.O. Box 812

Charleston, WV 25323

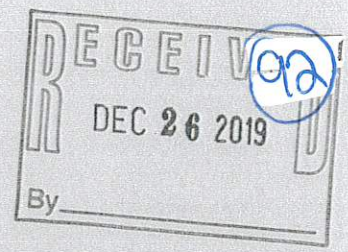
(304) 340-0436

Fax: (304) 340-0452

jellars@psc.state.wv.us

The information contained in this message is provided as assistance from the Water and Wastewater Division of the Public Service Commission of WV (Commission), and as such, the contents therein are not binding on Staff or the Commission in its decision-making, should a formal case arise related to this information.

Tennerton Public Service District
188 Fayette Street
Buckhannon, WV 26201
304-472-7685



December 23, 2019

Residents & Businesses
Weston Road, Lorentz,
Bridge Run, Red Rock, & Forest View

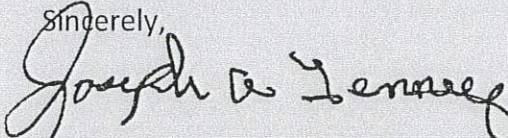
The Tennerton Public Service District, a sanitary sewer provider, is checking the feasibility of providing sewer service to your location.

The public service district has received recommendations from their engineers, Thrasher Engineering, that the project is feasible and project funding is available. The project cost would be funded by loans and grants.

The Upshur County Commission has set forth a public meeting to be held on January 9, 2020 at 6:00 pm in the Upshur County Court Room at the Upshur County Courthouse, Buckhannon WV.

As shown by this letter it is extremely important that you attend this public meeting. You now have the potential to replace your septic tank systems with sanitary sewer service.

Again, please attend or have representation at this very important meeting.

Sincerely,

Joseph A. Tenney, Chairman
Tennerton Public Service District

cc: David Accord, Director Water & Wastewater Div.
WV Public Service Commission
Jeff Zurbuch, Attorney
David Watson, Thrasher Engineering

Jason S. Harshbarger
State Policy Director, West Virginia State & Local Affairs

Dominion Energy
925 White Oaks Blvd., Bridgeport, WV 26330



December 2019

Every day, Americans use nearly 82 billion cubic feet of natural gas — safely transported to homes and businesses via an “energy highway.” This elaborate pipeline system is buried underground not only for safety reasons, but also to protect it from the weather and ensure uninterrupted reliable service.

Dominion Energy works hard to keep our natural gas pipeline system safe for everyone. We sponsor natural gas safety education programs, meet regularly with public and emergency officials, conduct frequent operations and maintenance inspections and have sophisticated leak detection equipment in place.....basically everything we can to operate and maintain safe pipeline systems.

Despite our efforts to maintain a safe and reliable system, third-party damage is one of the greatest obstacles we face. Excavation damage is the leading cause of significant pipeline incidents causing injury or fatality. Even minor contact with a pipeline, such as a small dent, chip or scratch, can cause major damage down the road if not professionally inspected and/or repaired as needed. Ironically, this safety threat is also the most preventable.

We’re asking public and emergency officials to partner with us in this important safety initiative by promoting safe digging throughout your community. West Virginia law requires that anyone digging must contact **West Virginia 811** by dialing 811 or (800) 245-4848, at least two business days prior to any digging, ditching and drilling, leveling or plowing activity. Representatives of Dominion Energy will then come to the location and identify nearby underground natural gas pipelines in the work area with highly visible yellow paint and/or yellow flag markers, **FREE** of charge.



We encourage you to keep this information in mind when speaking with residents in your jurisdiction and approving new building projects — even minor ones like home additions and decks.

While rare, natural gas line leaks can be extremely dangerous with the potential hazards of fire or explosions. Everyone should know the signs of a natural gas leak:

- **SMELL** - To help you SMELL a leak from a natural gas line or appliance, a familiar odor similar to sulfur or rotten eggs is added to natural gas.
- **SEE** - Near a gas leak, you might SEE blowing dirt, bubbling water or an unusual area of dead vegetation.
- **HEAR** - A leaking pipeline might make a hissing sound you can HEAR.



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If you notice any of these signs, do not try to stop or repair the leak yourself or use anything that might create a spark, such as smoking or a cell phone. Instead, leave the area immediately and then call **Dominion Energy's 24 Hour Emergency number at (800) 688-4673 and 911** for emergency response. Wait from a safe distance for the emergency crew to investigate the situation and follow their instructions before returning to the area.

Since natural gas pipelines are underground, line markers are used to indicate their approximate location. They are typically located throughout pipeline right of ways, road crossings, fence lines and street intersections. Markers are general and not exact locators and do not tell how deep a pipeline is buried, nor do they necessarily indicate the number of underground lines. Pipelines do not always follow a straight course between two markers, so never rely solely on the presence or absence of pipeline markers. It is a federal crime to willfully deface, damage, remove or destroy a pipeline marker.

Safety and compliance have always been a high priority for Dominion Energy, so we embrace the USDOT Pipeline and Hazardous Safety Administration's (PHMSA) goals of improving pipeline safety and raising the public confidence in the natural gas industry. We continually evaluate our operations and maintenance procedures for effectiveness and for process improvement. Our employees maintain a commitment and dedication to ensure we operate our facilities according to the highest safety standards.

To learn more about the hazards associated with pipeline incidents or releases and about Dominion Energy's damage prevention and emergency preparedness programs, please do not hesitate to contact me by email at jason.s.harshbarger@dominionenergy.com or visit www.dominionenergy.com and enter "**Natural Gas Safety**" in the search box.

Sincerely,



Jason S. Harshbarger
State Policy Director
West Virginia State & Local Affairs



CS

12-22-19

Hannah Lively

Buckhannon, WV 26201

Upshur County Board of Education
102 Smithfield Street
Buckhannon, WV 26201

To Whom It May Concern:

Please let this letter serve as my formal resignation for the Upshur County Parks and Recreation Advisory Board. I appreciate being appointed, but feel my efforts have been exhausted over my time serving on the board. I have contacted Tabitha Perry at the Upshur County Commission and notified her of the change for future agendas.

Respectfully,
Hannah Lively




WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

MEMORANDUM

TO: All City and County Chief Elected Officials
Regional Planning and Development Directors
West Virginia Parks and Recreation Officers
West Virginia Division of State Parks
Area School, Grassroots, Public Health & Economic Development Offices
Other Interested Parties

FROM: Jennifer L. Ferrell, Director 
WVDO Community Advancement and Development Division

DATE: December 20, 2019

SUBJECT: Fiscal 2020 Land and Water Conservation Fund (LWCF) Notice:
Invitation to Submit Park Development Projects by May 1, 2020

Activities Invited/Recommendations:

The state's current Statewide Comprehensive Outdoor Recreation Plan (SCORP) prioritizes park projects for capital repairs or replacement of physically or functionally obsolescent facilities or areas, barring projects judged to be the result of neglect or inadequate maintenance. This priority will still be addressed; however, the following community core improvements are considered higher priority based on new SCORP survey results of urban and rural areas:

- Acquisition and/or development of basic park facilities in rural/non-metro areas of the state. Simple park developments to facilitate social gatherings and physical activity options for appeal to an '8 to 80' age range, including but not limited to shelters, walks, restrooms, shade and play areas, benches, signs and trash barrels.
- Value-added park developments that adjoin or are near existing historic sites, restaurants or other tourism draws, schools or former school sites, hospitals or clinics, and floodplains or other natural areas to stimulate or rejuvenate a community's visitation and increased physical activity.

Funding:

A total of approximately \$2.8 million is available for distribution from this funding cycle. Award decisions are made by the National Park Service based upon applications submitted to the West Virginia Development Office. Grant awards are made on a reimbursement basis

whereby eligible costs are paid locally, then reimbursed at half of those costs, up to the limits of the grant award (i.e., 50-50). Local match documentation is required, as is project authorization by the local governing body. Any land acquisition costs must comply with federal land acquisition requirements. Eligible costs beyond the amount of a given grant award are a local, over-match expense. More than one application per locality allowed, if fewer rather than many applications received; however, each application must represent a stand-alone improvement not dependent upon future phases or funding for completion.

A total of 15-20 awards are anticipated for a spread by Congressional District according to the following guide:

- # varies, grants \$500 to \$25,000 (# varies up to unobligated fund balance);
- Six awards, each for \$50,000 or less (each, \$100,000 total project cost);
- Four awards, each for \$100,000 or less (each \$200,000 total project cost);
- Three awards, each for \$200,000 or less (each, \$400,000 total project cost);
- Two awards, each for \$500,000 or less (each, \$1 million or greater project cost);

This spread is provided at the requests of smaller communities wanting guidance and reassurance for smaller projects not having to compete with larger projects. To allow for minor deviations from the grant ranges noted above, the WVDO CAD Director reserves the right to adjust award recommendations by ten percent within any remaining unobligated fund balance during a funding cycle.

Evaluations:

The state's Open Project Selection Process (OPSP) can be summarized as follows:

- Site and project suitability: public access & ownership; ADA compliance; plans; other services proximate; land acquisitions UASFLA-qualified.
- Demographics: age range suitability for proposed project; public consensus; trend demands or justifications.
- Infrastructure: age & condition of existing park/s or statement of 'no parks'; most recent park improvements;
- Government Finances: financial stability—general revenue park budget last five years or local capacity to budget regular park maintenance; project self-sustainability—evidence of park capital improvements budgeted in last five years, evidence of cash or cash equivalents on hand; detailed project budget.

First Steps, Forms and Deadline:

- CALL THE WVDO FIRST to determine eligible applicant and eligible project status (John McGarrity, 304-558-2234 or john.r.mcgarrity@wv.gov) and use of state application forms (cf. WVDO/CAD Infrastructure/Resources);
- Download fillable ESF forms: <https://nps.gov/subjects/lwcf/lwcf-forms.htm>;
- **Deadline: May 1, 2020;** Call 304-558-2234 for all other questions.

Upshur County Safe Structures & Sites Enforcement Board



Upshur County Courthouse Annex
91 West Main Street Buckhannon West Virginia 26201
Phone: (304) 472-0535 Fax: (304) 472-2399

2019 DEC 20 P 3:11

December 19, 2019

UPSHUR COUNTY CLERK
BUCKHANNON, WEST VIRGINIA

Diane L. Riffle
1012 Rock Cave Road
Rock Cave, WV 26234


Subj: Petition for Order --- Case Number: 061319-02

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Washington Tax District -Tax Map 6L - Parcel Number 11.3), please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer

Upshur County Safe Structures & Sites
Enforcement Board

Upshur County Courthouse Annex
91 West Main Street Buckhannon West Virginia 26201
Phone: (304) 472-0535 Fax: (304) 472-2399

-Revised-
(99)

December 19, 2019

Diane L. Riffle
1012 Rock Cave Road
Rock Cave, WV 26234

2020 JAN -6 P 12:09

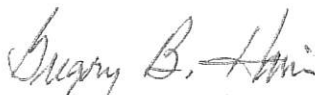
Subj: Petition for Order --- Case Number: 061319-01

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Banks Tax District -Tax Map 3P - Parcel Number 20.1), please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer

100

[illegible]

**UPSHUR COUNTY BUILDING PERMITS
DECEMBER 16, 2019 - DECEMBER 31, 2019**

[illegible]

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2005 Chev Equinox	2CNDL73F556160712	121874	122203.4	329.4	
					0	
					0	
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					0	
			GRAND TOTALS		329.4	0

UPSHUR

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Nov 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2008 Toyota Tundra	5TBBV541B8551	80,732	81,288	556	15.6
Chris Fikice		4917			0	16.2
Mike Halper					0	15.74
Loretta Koonce					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		556	47.54

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBF2B69KEC81	3,735	3,868	133	23.0
CHRIS ALKIRE		902			0	
MIKE HALE					0	
Louella Krone					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					133	23 0

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County, West Virginia

MONTHLY MILEAGE LOG

MONTH / YEAR: Nov. 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2010 Ford F-150	1FTFW1EV1AFC79153	108,870	109,102	232	26.29
CHRIS ALKINE					0	
MIKE HALER					0	
LORETTA KOWAL					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					232	26.29

Nov 1

MONTH / Year ~~Oct.~~ 2019

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
B Shreves	2019 Chevy 2500	2GC2KREG1121064	3359	3560	201	
			GRAND TOTALS		201	

Nov.
Oct-19

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

(100)

Officer	Cruiser	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
DAVE COFFMAN - 900	2014 FORD EXPLORER	1FM5K8AR9EGA71008	N/A	N/A	N/A	N/A
MIKE KELLEY - 902	2010 FORD Explorer	1FM5K8AR8GGB44629	67972	68919	947	56
MARK DAVIS - 903	2016 Ford Explorer	1FM5K8AR0GGB43426	66160	66908	748	23.5
MARSHALL POWERS - 904	2016 Ford Explorer	1FM5K8AR4GGB44630	78100	79370	1270	86
THERON CAYNOR - 905	2017 FORD EXPLORER (NEW)	1FM5K8AR4HGC90351	49911	51214	1303	84.8
DEWAINE LINGER - 907	2019 Ford Explorer	1FM5K8AR5KGA29379	13490	15315	1825	131.75
RODNEY ROLENSON - 906	2017 FORD F-150 (NEW)	1FTEW1EFOHFA12892	30929	32177	1248	66
ROCKY HEBB - 908	2017 FORD TAURUS	1FAHP2MK5HG119855	36570	37725	1155	74.5
TYLER GORDON - 909	2019 FORD TAURUS	1FAHP2M104KG102939	20019	21358	1339	108
DAN BARCUS - 912	DODGE CHARGER	2B3AA4CT9AH269160	112081	114026	1945	133.75
COLE BENDER- 913	2012 FORD EXPEDITION	1FMJU1G50CEF29483	44158	44595	437	30.9
HUNTER FLETCHER- 914	2010 FORD CROWN VICTORIA		108160	108623	463	33.9
BOBBY HAWKINS-916	2010 FORD CROWN VICTORIA	2FABP7BV2AX1010650	147661	148980	1319	94
CRYSTAL LINGER - 917	2010 Ford Expedition	1FMJU1G52AEB66214	129956	130117	161	17.12
Dustin Hollen - 930	2019 Ram 4x4 CY6224	1C6RR75T3KS692640	1937	2732	795	61.6
RODNEY ROLENSON (dc)	2005 CHEVROLET EQUINOX	2CNDL73F556160712	N/A	N/A	N/A	N/A
GRAND TOTAL					14,955	1,001.82

Additional Vehicles

2005 Yamaha ATV	5Y4MO4Y55A013912
2005 Yamaha Grizzly 500- 4W	JY4AM03Y75C013912
2005 HMS Transport Trailer	5HABH20265N049282
2010 Ford Expedition	1FMJU1G50AEB66213
2001 Ford Explorer	1FMZV72ZE41ZA57159
2006 Fleetwood Mallard	1EF1B3020364011090
2006 Speed Trailer	5F15S091761003152
S.W.A.T. 1991 International	1HT5LNEMOMH337402
2008 Ford Crown Victoria	2FAPF71V88X123105

Gave to 911
Sold July 2019

Sold Dec. 2017

DEPARTMENT:

MONTH / YEAR: Nov 2019

[illegible]

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
LOUGH			37854	37869	15	0
Lough			37869	37902	33	0
Lough			37902	37937	35	0
LOUGH			37937	38064	127	0
LOUGH			38064	38099	35	0
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		0	0

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

Nov-19

p. 1

Without libraries what have we? We have no past and no future.
—Ray Bradbury

The Curry Courier

Without libraries what have we? We have no past and no future.
—Ray Bradbury



VOLUME 5

NOVEMBER – DECEMBER 2019

NUMBERS 1&2

BY THE NUMBERS:

NOVEMBER 2019

LIBRARY/PARK DEPOSITS

Copies: \$48.90
Faxes: \$3.50
Fines: \$0.00
Donations: \$0.00
Total Library: \$52.40

Special Donation from
SVFD for Christmas
Event \$75.00

Camp receipts: \$0.00
Vending Machines: NA
Total Park: \$0.00

STATISTICAL REPORT

Users: 497
 305 Adults
 192 Children
Computer Users: 22
Wireless Users: 129
Circulation: 310
Reference:
 In House: 111
 Phone: 87
 Internet: 7
Campsites: 0
Pavilions: 0
Copies: 203
Faxes: 19
Library Cards: 5
Hunting Permits: 25
Items cataloged:
 This period 187
 Deselected 173
Total cataloged 8617

(continues on page 2)

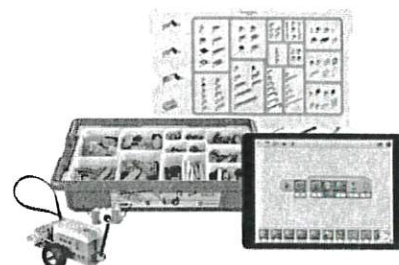
CODING COMES TO CURRY

Bringing coding opportunities to our community has been a work in progress that has recently begun to bear fruit. After attending training, we were eligible to borrow the Lego Education WeDo 2.0 Robotics kits from November 4th through 16th. This hands-on STEM program combines LEGO bricks, user-friendly software, engaging standards-based projects and a discovery based approach. WeDo 2.0 strengthens understanding of the eight science and engineering practices, including asking questions and solving problems, modeling, prototyping, investigating, analyzing and interpreting data, computational



thinking, creating evidence based arguments, and obtaining, evaluating, and communicating information, while having fun. Enthusiasm extended to both children and adults. Patrons are excited about the possibility of a robotics club with a view to competition.

In 2018 we applied for the IMLS grant "Code Club for Small & Rural Libraries" unsuccessfully. Only 50 libraries qualify nationwide each year. This grant delivers all the resources necessary to run a code club in small, rural libraries. Those resources include one-on-one training sessions, code club software, Ozobot and Sphero robots, and ongoing coaching and support. A code club is an informal program that takes place at a library teaching computer programming skills. Learning computer programming skills can dramatically impact a community by providing learners with 21st century career opportunities and instilling a valuable set of life skills like computational thinking and problem solving. This year, the Curry Library was one of the 50 selected libraries. We have attended our first training and are in the process of setting up the software. We are exploring options to acquire the necessary blu-tooth tablets and/or laptops to begin actual coding utilizing the Prenda software in February. We are also pursuing acquisition of Lego Education products for year round use at the library as well as planning to borrow the kits from NASA again in the near future.



SEASON OF GRATITUDE

It is time to once again thank our Advisory Board for your service to the Library, Park, and the community. Thanks also goes to the County Com-
(continues on page 2)

FAREWELL REV. MICHAEL W QUINN

Rev. Michael Wayne Quinn, 69, of French Creek, formerly of Belle, WV, joined his beloved wife, Cynthia Jane Henderson Quinn, in Heaven on Tuesday, December 10th, 2019. Mike was born on April 19th, 1950
(continues on page 2)



BY THE NUMBERS:

(from page 1)

DECEMBER 2019

LIBRARY/PARK DEPOSITS

Copies: \$5.70
Faxes: \$9.00
Fines: \$0.00
Donations: \$0.00
Total Library: \$14.70

Memorial Donation from
BHCB for Children's
Programming \$70.00

Camp receipts: \$0.00
Vending Machines: NA
Total Park: \$0.00

STATISTICAL REPORTS

Users: 229
174 Adults
55 Children
Computer Users: 8
Wireless Users: 67
Circulation: 183
Reference:
In House: 68
Phone: 58
Internet: 8
Campsites: 8
Pavilions: 0
Copies: 280
Faxes: 19
Library Cards: 0
Hunting Permits: 2
Items cataloged:
This period 99
Deselected 91
Total cataloged 8718

SEASON (from page 1)

mission that consistently demonstrates genuine interest and support as we all strive to enliven the library and enrich the quality of life in southern Upshur County. Thank you also goes out to Carrie Wallace and Tabatha Perry who help in so many ways on a day to day basis. Special thanks go to our Fund Raising Committee for their efforts to increase funding for our children's programs. Thanks to our community members and volunteers without whom our programs can't succeed. A thank you also goes to the Brooks Hill Community Building, the Selbyville Volunteer Fire Department, and Rock Cave Elementary School for their support and collaboration. My personal thanks go to Jonathan and Darlene who help make ideas realities. Thank-you!

FAREWELL (from page 1)

to Sherman Allen "Buddy" and Ethel Mildred Withrow Quinn. Mike was a 1968 graduate of DuPont High School and later obtained a Theology degree.

Mike was considered an intellect by all who knew him. He excelled in the field of gas chromatography, receiving multiple awards, working for and retiring from Union Carbide. After retirement, he moved to Brooks Hill and spent the majority of his time taking care of his farm with his cherished four-legged companion, "Miss Q". Mike loved the outdoors and was an avid hunter. He especially enjoyed his time hunting with his Dad, brother, sons, and grandsons. He enjoyed spending time with his loved ones, studying the Bible, reading an occasional novel, deer watching, trout fishing, and exchanging conversation with his close friends and neighbors.

Burial was Monday, December 16th, at Grandview Memorial Park in Dunbar, WV, with Reverend Randall Topping officiating. The family asked for donations to favorite charities in lieu of flowers.

Mike was actively involved in the Brooks Hill community. He served on the James W. Curry Library and Park Advisory Board for over 5 years. His enthusiasm and support will be very much missed.

Mike was fond on books about America's prehistory like America's Forgotten Past series by W. Michael Gear and Earth's Children series by Jean M. Auel. Please call if you would like to donate one of these in his memory.

STAFF REPORT

November and December have been a flurry of activity at the Curry Library. This reporting period included the Selbyville VFD Hayride on Oct. 25 serving 34 adults and 43 children. Volunteers added a clown, a flying monkey, a wicked witch, and Frankenstein to the Mad Science festivities that included Fanta eyeball floats and a hands-on polymer science experiment. Thanks go to Mr and Mrs Lee Eskew, Taylor Eskew, and Cal Lenderman. The SVFD generously split their take from the hayride with us for the Christmas program.

The Community Trick or Treat served 50 children and 30 adults. Treat bags included free comic books, assorted library bling and candy. Five Family Storytimes served 65 children and 43 adults. Thirteen Callanetics exercise classes saw 34 participants. Quilters worked on the strawberry quilt in five sessions with 18 adults and 9 children.

We hosted the Lego WeDo 2.0 Robotics Kits borrowed from the NASA IV&V ERC Nov. 4th through 16th with considerable excitement and enthusiasm serving 30 children and 22 adults. This was so well received that genuine (continues on page 3)

JAMES W. CURRY LIBRARY/PARK ADVISORY BOARD MINUTES OCTOBER 23, 2019

The October 23rd, 2019 meeting of the James W. Curry Library/Park Advisory Board was called to order by President Mike Quinn at 10:09 am.

Roll Call: Present – Mike Quinn, Al Lake, Erv Lake, Patricia Tolliver, and Lori Ulderich-Harvey
Absent: Carrie Wallace, Lewis Simmons
Guests: Nate Kennedy

Staff: Jonathan Freeman, Darlene Gregory, and Judith Williams

Minutes: Minutes of the September 25th, 2019 Advisory Board Meeting were approved; motion by Al, seconded by Erv; motion passed.

Public Comment Period: None

The Advisory Board discussed the amount of land on the campground side of the road that was available for hunting. Jonathan indicated it was about 40 acres, but Nate said it was closer to 80 acres. It was determined that after subtracting the acreage in the safety zones, the huntable property was about 40 acres. Erv mentioned that the state of Ohio allows no high power rifle hunting at all. Discussion ensued regarding muzzle-loader and bow hunting. Judith expressed concern as to how all these rules and exceptions were to be conveyed to the hunters getting (continues on page 3)

STAFF REPORT (from page 2)

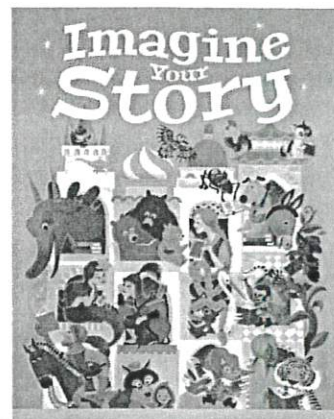
interest in a robotics club with a view to competition was ardently expressed.

On November 19th we were awarded the Coding in Small and Rural Libraries Grant valued at \$4,500.00. The anticipated start date for the Coding Club at Curry is early February, pending acquisition of sufficient hardware (tablets, laptops) to begin (details page 1).

The closure of the Library over the Thanksgiving holiday afforded the perfect opportunity for some serious "house cleaning" and reorganization of our program materials storage area.

Our annual Santa's Workshop Children's Christmas program filled to capacity (24 children due to space constraints) without advertising other than word of mouth. 22 children and 23 adults participated in crafts including Grinch Slime, a finger print picture frame, a hot chocolate snowman, a washi tape tall glass votive, a bell snow globe ornament, a "stuff your own" snowman with scarf, t-shirt, and hat, paint your own ornament, an elf puppet, and a Santa's belly candy pot. In addition to the traditional hot chocolate bar and refreshments, sugar cookies for adults and children were provided by Beverly Fantasia and holiday cupcakes by Rosetta Alderman and family. Once again volunteers made things run smoothly and insured a good and safe time was had by all. Thanks to all our volunteers: Carrie Wallace, Beverly Fantasia, Kelley Lake, Erv Lake, Santa, and all the parents and caregivers who helped in so many "little" ways. In addition to a personally selected book (thanks to Shanna and Sara Collins for shopping) and a nutcracker tree ornament, each child left with a gingerbread house kit and a small valise (both from World Vision) with assorted art supplies and a craft. Please enjoy our photo supplement.

As the year draws to a close, it is time to take a breath, enjoy some much needed down time, figure out when to start the pumpkins for the pumpkin patch, troll for grants, and begin planning for the New Year and this year's Summer Reading program, "Imagine Your Story" focusing on Fairy tales, fables and mythologies.



ADVISORY BOARD MINUTES (from page 2)

permits, the amount of resistance and blow back that would certainly ensue, and the "bad press" that would generate for the library as the issuing agency. Mike reviewed the steps already taken to promote safe hunting: posting, safety zones, 4-wheeler barriers, etc. and discussed the felling of an additional tree to limit access to one remaining troublesome area. Mike indicated that Mr. Withrow's concerns were valid to a point, but might also need to be considered reciprocally. Noting that it was already too far into this hunting season to make changes that were certain to cause an uproar, it was suggested that we table any changes in policy until prior to hunting season next year and see if Mr. Withrow had any additional complaints/concerns at that time. A motion to do so was made by AI and seconded by Lori.

Staff Report:

Park – Camping has slowed down, but was better than expected the past reporting period with \$260.00 in camping fees collected. The pavilions are still being used regularly. Managing the leaves is an ongoing process, but is being left for the time being to add to the ambience for the upcoming hayride and Halloween festivities. There have been no further problems with the dumpster and we are still on weekly emptying to accommodate some Library and Park cleaning and the last event at the community building. Jonathan will be contacting Waste Management soon to discuss "hibernating" the pickup as we did last year and the feasibility of a locking dumpster. Jonathan noted that there would be an upcoming expense (already covered in the budget) for some necessary chainsaw repairs. Jonathan reported the signs were in and the posting process had begun. Mike commended Jonathan for his efforts and diligence in researching, designing, negotiating price and acquiring the signage. All agreed that the signs were well done and at a good price.

Library – Judith reported that the numbers were consistent for the time of year for the library. She emphasized that what was notable about the library staff report this month was the spike in program attendance with 54 children and 35 adults attending the Family Storytime, 39 adults and 10 children attending the Callanetics exercise classes, and 22 adults and 6 children being involved in the Quilting Fun quilt making fund raising program. Lori noted that the Storytime attendance might be higher than in town. Judith said she could not speak to that with their circumstances so much different than ours and cited the uptick as more likely due to increased awareness of the value of the programming being offered and as an off-shoot of our summer reading program. In light of the effort it takes for many of our families to participate due to bus schedules, homework, and logistics, their efforts to use and support the library are noteworthy and commendable. The library is awaiting word on the IMLS Code Club in Small & Rural Libraries grant and working on the UCCVB Advertising Grant and the Community Grant Physical Activity Initiative for Take Back Our Health & WVU College of Physical Activity & Sports Science. Also of note is the article "Snowbird visits Rock Cave Elementary" where 14 of 22 recognized students were active participants in the "Universe of Stories" Summer Reading Program at the library. An article was provided to the board members regarding "First Amendment Audits in Libraries" reflecting a growing trend wherein individuals are visiting buildings to film and photograph library staff and users in an attempt to prove First Amendment violations. Judith indicated that this is not currently a problem, nor does she anticipate it becoming one, however at some point a policy will need to be written to cover this eventuality. Tricia explained how policies are shared among libraries and through the WVLC aiding small libraries like ours. Question was raised regarding the need for legal counsel in policy preparation. Judith explained that our policies require review and approval by the County Commission and if there are any legal questions, they are reviewed by the County legal staff. Her purpose in providing this information was simply to keep the board apprised of privacy issues

(continues on page 4)

ADVISORY BOARD MINUTES (from page 3)

and current trends in the field.

Timber – Nate deferred comment on trails until later in the meeting, but was asked to elaborate on the current timber prices and market climate. After some discussion, the question was raised about the timeline for the next harvesting which Nate indicated would be 4 years out to begin surveying and marking with the next harvest 5 years out.

Old Business:

Consideration of Bike Trails on Property – Nate indicated that neither party involved in this issue had been able to follow through for one reason and another. He indicated that spring of next year would be the earliest opportunity to revisit the establishment of trails for biking or walking.

New Business:

Election of officers: It was proposed that a motion be made to carry the officers "as is" into next year until spring and allow Carrie to resign as secretary at that time. The general consensus was that that approach was not consistent with the by-laws. Erv Lake then offered to assume the position of secretary with the remainder of the slate remaining as is. Motion was made by Al for Mike Quinn as Advisory Board President, Albert Lake as Vice-President, and Ervin Lake as Secretary. Motion was seconded by Erv and the motion passed unanimously.

Motion for adjournment was made by Al and seconded by Lori with the meeting adjourned at 10:52 am.

OF LATE IN LIBRARYLAND...

Library cancels story time after threats of violence

by Chris Schulz, The Dominion Post November 17, 2019



The Drag Queen Story Time event that was scheduled Saturday at the Morgantown Public Library on Spruce St. was canceled after comments were posted to Facebook that the presenters felt their

safety and the safety of the event were threatened. Library staff will replace the canceled event with a story time at the regularly scheduled 10 a.m.

One individual made multiple threatening comments and posts related to the event on Facebook. ... "I'm willing to put my own life on the line when I believe in a cause," Paul Liller, who was

slated to present the drag character Dimitria Blackwell said. "But what I'm not willing to do is put the lives of the library staff, the city council members, of the volunteers, the parents, and, most importantly, I refuse to put the children at risk. Period." "Safety has been part of the conversation since day one," Hearts-Love said. "From the very beginning, we had agreed that if safety was a viable concern that this could not happen." Conscious of the potential backlash the event faced, organizers put together a safety plan with local law enforcement. Hearts-Love and Liller said the plan was to have two officers posted at the library's entrance, as well as another officer with them in the reading area. "Safety is one of our core values at the library," said Morgantown Public Library Director Sarah Palfrey. "We take it very seriously every day because we're a public building, and we welcome everyone into our space. We always want people to be safe, to feel safe and secure while they're here."

Drag Queen Story Time was meant to be part of an ongoing series, where volunteers are invited to read stories aloud to children. The goal of the community reading events, Palfrey said, is "to showcase that the Monongalia County community is made up of a wide variety of readers." "That's what this was. They were volunteers who wanted to come in and read stories," she said.

Palfrey said Morgantown community members specifically requested a reading event involving drag queens after a similar event at Pride last spring, "because it was so much fun. We had the request, and we had volunteers." Not all community members were supportive of the event. For more details visit <https://www.dominionpost.com/2019/11/15/library-cancels-story-time-after-threats-of-violence/>

OF LATE IN LIBRARYLAND...

Controversy surrounds LGBTQIA+ themed book at Upshur County Public Library



BUCKHANNON, W.Va. — Controversy over a book has caused conflict in the Upshur County Public Library. Multiple news outlets have reported that an LGBTQIA+ children's book, "Prince & Knight," was banned from the Upshur County Public Library, but officials with the library's board have said that the book is still in circulation.

A search of the library's online catalog shows the book is in circulation at the library, but is currently checked out by a patron. The catalog shows its due date as Dec. 18. According to a library board official, the book was requested to be reviewed for acceptability by a library patron, which, according to regular library procedure, any patron can request any book be reviewed by the board for that reason. Until the board meets and discuss the book, the book remains in circulation, available to anyone.

More issues spread when the board did not discuss "Prince & Knight" during their meeting on Nov. 20. But, as per the "Open Governmental Meetings Act" of West Virginia:

"If a citizen or a member of the governing body raises a matter during a meeting which is not on the agenda, the item may not be discussed or voted upon at the meeting. The item instead must be added to the agenda for a meeting to be held in the future."

Since the library board's agenda was already published for the event, they were unable to alter it to include a discussion regarding "Prince & Knight" during that meeting. The ACLU stepped into the fray, issuing a statement urging the library board to reverse the ban on "Prince & Knight," however, as the library's catalog shows, the book is not banned and is still in circulation. The release from the ACLU goes on to state that the meeting held on Nov. 20 was to determine the book's fate, but, as mentioned with the Open Governmental Meetings Act, the

board was unable to discuss "Knight & Prince" because it was not on the previously published agenda.



Posted: Nov 21, 2019 / 02:04 PM EST / Updated: Nov 21, 2019 / 03:34 PM EST WBOY12 News

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, January 2, 2020**

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

C. Department & Board Reports

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 SYCC Director-Debra Brockleman
- C.3 Public Works Director- Jerry Arnold
- C.4 Finance Director- Amberle Jenkins
- C.5 Fire Chief-JB Kimble
- C.6 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Ellamore VFD Letter - Mutual Aid into Buckhannon First Due Area
- D.2 Diana Thompson 144 Wood Street Letter – Tree causing sewer line problems
- D.3 Mayor's Remarks at the Lighting of Menorah

E. Consent Agenda

- E.1 Approval of Minutes-Regular meeting 12/19/19 (Draft)
- 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 Discussion Pay Increase Council Members
- F.2 First Reading Ordinance No. 440 City Recorder pay increase

G. Comments and Announcements

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 Robbie Skinner
- G.5 David Thomas
- G.6 Randall Sanders

H. Mayor's Comments and Announcements – Mayor's Annual State of the City address

I. Adjournment

Posted 12/30/19 Next Regular Scheduled City Council Meeting Thursday, January 16, 2020

116

***City of Buckhannon Waste Collection Board
4:00 pm at City Hall in Council Chambers
Meeting Agenda for Thursday, January 2, 2020***

- A. Call to Order**
 - A.1 Moment of Silence**
 - A.2 Pledge to the Flag of the United States of America**
- B. Recognized Guests**
 - B.1**
- C. Financial Report-Amby Jenkins**
 - C.1 December 2019**
- D. Department Report-Jeff Wamsley**
 - D.1 Recycling Center Report**
 - D.2 Transfer Station Report**
- E. Correspondence and Information**
 - E.1 REAP Approval Letter for Hooklift Truck**
- F. Consent Agenda**
 - F.1 Approval of Minutes 12/05/19**
- G. Strategic Issues for discussion and/or vote**
 - G.1 Discussion Extension of Current Fuel Surcharge**
 - G.2 Discussion Upshur County Historical Society request removal of waste bill**
- H. Board Members Comments and Announcements**
- I. Adjournment**

*****Next Meeting will be held on February 6, 2020******

Posted: 12/30/19

Buckhannon-Upshur Airport Authority Agenda

Buckhannon-Upshur Airport Authority-W22 Terminal Building

Thursday, January 9, 2020 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report – President Clemens
 - Past Due Accounts
 - Beacon, WiFi, Excess Furniture, Lounge Chair
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval for draft 2019-2020 budget
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Melissa Defibaugh, Chapman/Technical
 - CIP Data Sheet for Rehabilitate Runway 11/29 (Seal and Mark)
 - Operations – Jamie Wilt, Jennifer Powers
 - Terminal building furnishings
 - Fuel Prices/Inventory
 - Mark Davis's (AirTech) plane is at a south apron tie down
 - Lounge cable and data hookups - status
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - New hangar space requests/applications/updates
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

UPSHUR COUNTY SAFE STRUCTURES AND SITES
ENFORCEMENT BOARD

1/8

Meeting Agenda

Upshur County Administrative Annex

Thursday, January 9, 2020

3:00 p.m.

- I. Call meeting to order
- II. Recognition of Guests
- III. Public Comment
- IV. Approval of previous meeting(s) minutes
 - December 18, 2019
- V. Report and/or action on Pending Cases
 - 061418-03 (Best) – Sold at tax sale, property owner has 18 months to redeem – waiting until the end of the 18-month period to see if the new owner brings the property into compliance – Sold during tax sale during November 2018. Discuss during May 2020 meeting.
 - 101019-02 (Chenoweth) – No action required, deadline is March 11th
 - 111419-01 (Browning) – Review photographs of property
- VI. Consider requests to establish new cases
 - One new Complaint
- VII. Adjournment

The next Safe Structures & Sites Board Meeting will be held on Thursday, February 13, 2020 beginning at 3:00 p.m. at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

(19)

AGENDA
UPSHUR COUNTY SOLID WASTE AUTHORITY
BOARD OF DIRECTORS MEETING
Monday, January 13, 2020

Time: 4:30 PM

Place: UCSWA Office, 380 Mudlick Rd, Suite 102, Buckhannon, WV 26201

1. Call to Order
2. Determine Quorum
3. Minutes of December 9, 2019 Meeting
4. Monthly Financial Report, December, 2019 —Treasurer
5. Director's Report – Burl Smith
6. Recognition of Guests

Old Business:

1. _____

New Business:

1. FY 2020 REAP Grant Award Status Update —
2. April Make-It-Shine Planning & Brochure Planning ---
3. Personnel, Director Replacement (possible executive session) ---
4. _____

Board Member Comments:

Meeting Adjournment:

NEXT MEETING: February 10, 2020 - (Regular Schedule)

In compliance with West Virginia's Public Meeting Law, the 26th Judicial Circuit Community Corrections Program board meeting will be held January 13, 2020 at 6:00pm at the Upshur County Day Report Center in Upshur County. The public is invited to attend and learn more about our program, serving Lewis and Upshur Counties.

COMMUNITY CORRECTIONS

Board Meeting Agenda

January 13, 2020

Upshur County Day Report Center 6:00 P.M.

I. Handouts

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

II. New Business

- 1) Batterer's Intervention Prevention Class Update
 - Upshur/Lewis- 0 referrals still no facilitator
- 2) Home Confinement Update- Lewis- 16 Upshur-15
- 3) Community Corrections Update
 - Referrals received since July 1, 2019 Upshur-63 Lewis-57 Total-120
 - New DUI class starting
 - Discussion about auctioning vehicle/s
 - Grant update

III. Next Meeting

- **March 9, 2020 at the Lewis County Commission Meeting Room 6:00 P.M.**

(121)

Upshur County Safe Structures and Sites
Enforcement Board
November 14, 2019

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

Members absent: Rick Harlow

Others present: None

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

The October 10, 2019 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

The Enforcement Board reviewed the following cases:

061418-03 (Best) -- No action taken. Sold at tax sale, property owner has 18 months to redeem -- waiting until the end of the 18-month period to see if the new owner brings the property into compliance. Sold during the tax sale in November 2018. Discuss during May 2020 meeting.

041119-01 (Knight) -- The Board reviewed photographs of the property. The property owner has obtained a WV Business License "Knight Auto Repair & Parts". On Motion by Brian Shreves, seconded by Chris Cook, the case was closed.

061319-01 (Riffle) -- The Board reviewed photographs of the property. Eric Gladwell hopes to have trailers on site within one week. On motion by Chris Cook, seconded by Brian Shreves, the Board moved to provide the property owner their second extension until December 17, 2019 to bring the property into compliance.

101019-01 (Wilkins) The Board reviewed photographs of the property. On Motion by Chris Garrett, seconded by Brian Shreves, the case was closed.

101019-02 (Chewning) The Board reviewed photographs of the property. The property is vacant with a single trailer that has had the siding removed. On Motion by Brian Shreves, seconded by Chris Cook, the initial deadline to bring the property into compliance will be March 11th.

The Enforcement Board reviewed the following new cases:

111419-01 (Browning) Reviewed complaint. On motion by Brian Shreves, seconded by Chris Garrett, the Board moved to open this case and review photographs of the property at the next meeting.

Public Comment:

None


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Other Business:

The next meeting will be held on Wednesday, December 18, 2019 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV.

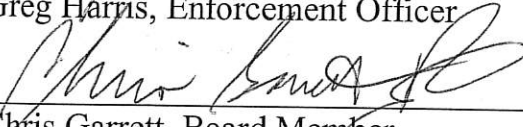
By consensus of the Board, the meeting adjourned at 3:30 p.m.

Approved by:



Greg Harris, Enforcement Officer

12-18-19
Date

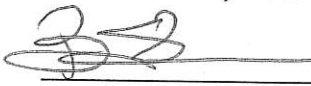


Chris Garrett, Board Member

12/18/2019
Date

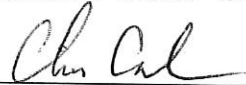
Rick Harlow, Board Member

Date



Kenneth "Brian" Shreves, Board Member

12-18-19
Date



Chris Cook, Board Member

12-18-19
Date

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**Upshur County Fire Board Special Meeting
November 19, 2019**

Members Present: Joe Gower, Larry Alkire, Kristie Tenney, Rick Harlow, and Clifton Shaw
Members Absent: Tom O'Neill and Linn Baxa
Others Present: Arthur Wilson-guest, and Toni Newman-Fire Fee Clerk

The Fire Board meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from October 15, 2019, were approved on motion by Larry Alkire and second by Clifton Shaw.

Kristie led a discussion regarding the insurance fees paid by customers for fire services. Rick Harlow will discuss at next Fire Association meeting and report back to the Fire Board.

The Fire Fee Clerk reported the 2019 Fire Fees are currently at 83 percent collected. Reminder letters are being mailed to customers. District 1 is almost complete. Windows 7 will not be supported after January 14, 2020. A new computer needs to be purchased and installed prior to this date. The Tax office has received a quote from GST for a replacement cost of approximately \$1,500.00. The Assessor's office has offered the use of a folding machine for the 2020 Fire Fee statements. This should provide some cost savings if performed in-house. The County has refunded the \$2,467.92 paid for the tax deputies' incentive as the funds had already been paid quarterly as a part of the payroll statements.

The checking account balance as of 10/31/2019 was \$150, 533.58. The disbursement from the Chief Tax Deputy for the month of October was \$13,077.04.

The following invoices were reviewed and approved upon motion by Rick Harlow and second by Larry Alkire:

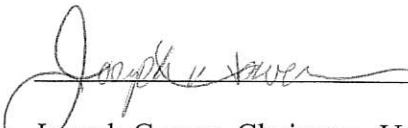
- Software Systems---Invoice #33227---\$206.00
- WV State Auditor—Invoice 18052---\$202.00

Board Members present signed the bank signature card for the checking account. The Fire Fee Clerk will contact the remaining member for signature on Wednesday.

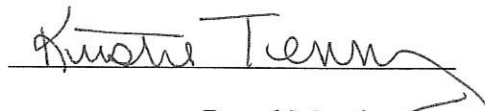
On motion by Clifton Shaw and second by Larry Alkire the Board approved the Warren District VFD Financial Statement.

There were two corrective tickets this month approved on motion by Larry Alkire and second by Rick Harlow. There were twelve exoneration requests approved by the Board.

There being no further business the meeting adjourned at 7:15 p.m. The next meeting of the Board will be December 17, 2019.



Joseph Gower, Chairman, Upshur County Fire Board



Board Member