

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, dial 1-800-719-6100, 1-717-275-8940 or 1-712-832-8330 Access Code: 898 8882 to enter the conference call.
- Date of Meeting: October 1, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - September 24, 2020
- 9:05 a.m. Bid opening, presentation and award—Upshur County Maintenance Vehicle (1 Super Duty Pickup Truck) *
- 9:15 a.m. Review Lewis Upshur Animal Control Facility Sunday Hours
- 9:30 a.m. Hearing upon the Petition/Complaint of the Upshur County Safe Sites and Structures Enforcement Agency --- Gardner Case Number 010920-01 (Warren Tax District – Tax Map 8D – Parcel Number 12,13,14) *
- 9:45 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 July 9, 2020 provided the property owner with sixty (60) calendar days to have all debris, trash and junk vehicles removed from the property. The hearing on September 10, 2020 was cancelled due to COVID-19. *
- 10:00 a.m. Discuss Riffle Case Number 61319-02 (Banks Tax District – Tax Map 3P – Parcel Number 20.1) The Order Setting Forth Findings of Fact and Conclusions of Law entered on August 13, 2020 provided the property owner with thirty (30) calendar days to have all debris and trash removed from the property. The hearing on September 17, 2020 was cancelled due to COVID-19. *
- 10:15 a.m. John Sencindiver, Vice-Chair of the Upshur County Farmland Protection Board – Proposal to establish Farmland of Local Importance in the County.
- 10:30 a.m. First reading of Ordinance Granting a Renewal Franchise to Cequel III Communications II, LLC, a Delaware Limited Liability Company doing business as Suddenlink Communications, to Operate and Maintain a Cable System in the County of Upshur, West Virginia; and Setting Forth Conditions Accompanying the Grant of Franchise; Superseding All Previous Franchise Ordinances for the County Commission of Upshur County. Upon approval, a public hearing will take place on the 29th day of October, 2020. * Page 4-17
- 11:00 a.m. Board of Assessment Appeals at the Upshur County Administrative Annex, 91 West Main Street, Suite 101 Page 18

1. Consider Request to Appoint Sheriff of Upshur County as Administrator for the Estate of Eddie Dwayne Perry, deceased. * Under separate cover
2. Consider Request to Appoint Sheriff of Upshur County as Administrator for the Estate of Charles W. and Linda L. Mcle, deceased. * Under separate cover
3. Approval and Signature of 2020 – 18th Grant Cycle WV Courthouse Facilities Improvement Authority Application for Funding Assistance in the amount of \$121,299. The maximum grant award is \$100,000 with a 20% match. The former Sheriff's residence and jail project consists of replacing approximately 4,400 square feet of shingles, making needed repairs to the wood sheathing, installing waterproof underlayment, ice and water guard, drip edge and flashing; in addition to replacing the siding on the four gable dormers. This is Phase II of a three-phase project. * Page 19-37
4. Consider Notice of Intent to Retire submitted by employee * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
5. Correspondence from Doyle R. Cutright, II, Upshur County Communications Center Director, requesting the promotion of Betty DeLaura Courtney from E911 Communication Center Telecommunicator to E911 Communication Center Supervisor, effective October 11, 2020. Upon approval, Ms. Courtney will receive a \$1.00 an hour wage increase for her additional responsibilities. * Page 38
Item may lead to Executive Session per WV Code §6-9A-4
6. Correspondence from Kimbra Wachob, Upshur County Emergency Communications Center Assistant Director, requesting the employment of Jeremy Hartley, Cynthia Burwell and Sarah Davison as full-time telecommunicators, effective October 11, 2020. Upon approval, their rate of pay will be \$11.00 per hour. * Page 39
Item may lead to Executive Session per WV Code §6-9A-4
7. 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. FirstEnergy Corp. Press Release – Mon Power and Potomac Edison Customers in West Virginia to Benefit from Lower Electric Rates as a Result of Annual Fuel Filing Page 40-42
2. Upshur County Sheriff's Financial Statement for period ending August 2020 Page 43-44
3. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:
 - City Council of Buckhannon October 1, 2020 Page 45
 - c) Meeting Minutes:
 - d) Meetings:
 - 10/05/20 5:30 p.m. Elkins Road PSD

- 10/06/20 4:00 p.m. Hodgesville PSD
- 10/01/20 7:00 p.m. Banks District VFD
- 10/01/20 7:00 p.m. City Council of Buckhannon
- 10/01/20 7:00 p.m. Selbyville VFD
- 10/12/20 12:00 p.m. Upshur County Family Resource Network
- 10/12/20 4:30 p.m. Upshur County Solid Waste Authority
- 10/12/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 12/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 10/13/20 7:30 p.m. Adrian VFD
- 11/05/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 10/21/20 7:00 a.m. Upshur County Development Authority – Full Board
- 10/14/20 12:00 p.m. Upshur County Senior Center Board
- 10/14/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 10/14/20 7:00 p.m. Warren District VFD
- 10/01/20 3:00 p.m. Adrian PSD
- 10/14/20 3:00 p.m. Tennerton PSD
- 10/08/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 10/08/20 7:30 p.m. Buckhannon VFD
- 10/08/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 10/15/20 6:30 p.m. Upshur County Youth Camp Board
- 10/18/20 6:00 p.m. Washington District VFD
- 10/19/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 10/21/20 4:00 p.m. Upshur County Public Library Board
- 10/16/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 10/20/20 6:30 p.m. Upshur County Fire Board, Inc.
- 10/27/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 10/14/20 7:00 p.m. Ellamore VFD
- 10/21/20 12:00 p.m. Lewis Upshur LEPC
- 10/15/20 2:00 p.m. Upshur County Farmland Protection Board
- 10/28/20 10:00 a.m. James W. Curry Advisory Board
- 10/26/20 7:00 p.m. Upshur County Fire Fighters Association
- 10/14/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 10/26/20 10:00 a.m. Mountain CAP of WV, Inc., a CDC

4. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

October 8, 2020 --- 9:00 a.m.

Upshur County Courthouse Annex

****The Commission Meeting on October 15, 2020 has been CANCELLED****

NOTICE OF PUBLIC HEARING BY THE UPSHUR COUNTY COMMISSION

The Upshur County Commission (“Commission”) has scheduled three readings and a public hearing on the renewal of their Cable Franchise Ordinance with Suddenlink, excluding the municipality of Buckhannon. The readings and public hearing will be held in the Commission Meeting Chambers located in Room 301 of the Upshur County Courthouse Annex, 38 West Main Street, Buckhannon, West Virginia, 26201.

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|--------------------------|----------|----------|------------------|
| • First Reading | 10:30 am | Thursday | October 1, 2020 |
| • Second Reading | 10:30 am | Thursday | October 8, 2020 |
| • Public Hearing | 1:00 pm | Thursday | October 29, 2020 |
| • Third Reading/Adoption | 10:30 am | Thursday | November 5, 2020 |

Parties in interest may appear before the Upshur County Commission (the “Commission”) and may be heard as to whether the following described Ordinance adopted by the Commission shall be revised as recommended.

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF UPSHUR, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS FRANCHISE ORDINANCES FOR THE COUNTY COMMISSION OF UPSHUR COUNTY

A copy of the Ordinance is available for public review on the County’s website at: https://www.upshurcounty.org/county_ordinance/index.php# and on file for review during regular office hours in the office of the Upshur County Commission at 91 West Main Street, Suite 101, Buckhannon, West Virginia.

Comments may be submitted in person at a reading or public hearing or via the Cable Franchise Renewal Comment Form found with the draft Ordinance on the County’s website.

Published at the direction of the Upshur County Commission on October 6, 2020 and October 13, 2020.

Terry B. Cutright

Terry B. Cutright, President

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF UPSHUR, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS FRANCHISE ORDINANCES FOR THE COUNTY COMMISSION OF UPSHUR COUNTY

WHEREAS, the County of Upshur, after giving public notice and holding public hearings as required by West Virginia Code, Chapter 24D, Article 1, Section 1, et. seq., and the rules thereunder, has agreed to renew the existing cable franchise pursuant to the terms and provisions hereof.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "Upshur County Cable Television Franchise Ordinance."

SECTION 2. DEFINITIONS.

2.01. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

2.02. "Basic Cable Service" shall mean the tier of service which includes the retransmission of local television broadcast signals, such other signals as are required to be carried on a basic service tier under federal or state law, and such other signals as selected by the Grantee.

2.03. "Expanded Cable Service" shall mean the analog tier of service which generally includes satellite-received cable programming that is sold as an optional addition to Basic Cable Service.

2.04. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.05. "County" is the County of Upshur, West Virginia.

2.06. "Commission" is all of the duly seated members comprising the County Commission of Upshur County, West Virginia

2.07. "Franchise" means the initial authorization, or renewal thereof, issued by County, whether such authorization is designated as a franchise, permit, license, resolution,

contract, certificate, or otherwise, which authorizes construction and operation of the System.

2.08. "Grantee" is Cequel III Communications II, LLC, a Delaware limited liability company doing business as Suddenlink Communications, and its successors, transferees or assigns, as the same are permitted by the provisions hereof.

2.09. "Gross Revenue" shall mean the revenues for the provision of Cable Service received by Grantee from Subscribers located within the Service Area. "Gross Revenues" does not include any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such.

2.10. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

2.11. "Public Property" shall mean any real property owned by the County other than a street.

2.12. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System..

2.13. "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.

2.14. "System" shall mean a system of antennas, cables, wires, lines, towers, wave guides or other conductors, converters, equipment or facilities, used for distributing video programming to subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to subscribers that utilize the public right of way. Notwithstanding the definition hereof, this Franchise shall not permit the Grantee or its assigns to erect any additional towers within the current or expanded by annexation, corporate limits of the County of Upshur without the express written approval of the

County of Upshur, and then only as not prohibited pursuant to county ordinance, or state or federal law, however, such approval shall not be unreasonably withheld by the County.

2.15. "Transfer of the Franchise" means any transaction in which:

(i) a fifty percent ownership or greater interest in Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Grantee is transferred; or

(ii) the rights held by Grantee are transferred or assigned to another Person or group of Persons.

(iii) However, notwithstanding Sub-subsections (i) and (ii) above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; transfer of an interest in the Franchise or the rights held by the Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee; any action which is the result of a merger of the parent of the Grantee; or any action which is the result of a merger of another Affiliate of the Grantee.

SECTION 3. GRANT OF AUTHORITY.

3.01. Grant of Franchise. The County hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a System and associated equipment to provide Cable Service and such other services that may lawfully be provided over the System, in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the County and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the System. This Franchise is an authorization to utilize the Public Ways and does not require or guarantee that Grantee shall continue to offer Cable Service in the Service Area.

3.02. Franchise Term. The renewal term of this Franchise shall be deemed to be effective on _____, 2020 (the "Effective Date"), and shall expire five (5) years from the Effective Date on _____, 2025, unless said franchise is sooner renewed, revoked or otherwise terminated as herein provided.

3.03. Conditions of Franchise. The rights afforded to the Grantee by Sections 3.01 and 3.02 hereof are granted subject to the conditions which are herein contained and set forth. The Grantee shall not install any cables, wires or lines comprising its system in an overhead or aboveground manner in any area where other existing utility cables, wires or lines, e.g., electrical power and/or telephone lines, have been installed in an underground manner. The Grantee's

obligation to comply with the underground installation requirements of this Section is conditioned upon these same requirements applying to all utilities and any other entities using cables, wires or lines in the area. The Grantee shall consult with the County prior to any new installation or any reinstallation or upgrading of existing cables, wires or lines, respecting the specific location and manner of such installation or reinstallation in, on, over, under, upon, across and along the Public Ways and Public Property of the County. Emergency repairs undertaken by the Grantee to the existing system may constitute an exception to the advance consultation with County officials' requirement set forth above.

3.04 Change of law. In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Franchise during the Franchise Term as described in Section 3.02 above, or any extension thereof, solely the Grantee has the option to terminate this Franchise upon ninety (90) days notice to the County.

SECTION 4. CONSTRUCTION PROVISIONS.

4.01. Service Area. The System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least twenty five (25) residential dwellings within one (1) aerial mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System. Whenever Grantee shall receive a request for service from at least forty (40) residential dwellings within one (1) underground mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System.

4.02. Joint Use. The Grantee shall make use of existing poles and other facilities available to the Grantee. The Grantee may erect its own poles and install its own conduit, with the approval of the County, which approval shall not be reasonably withheld. All poles and conduit installed within the County limits shall be made available for attachment or use by the Grantee, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. §224.

In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall furnish the Grantee with reasonable notice of not less than thirty (30) days prior to any such construction or development, and of the particular dates upon which open trenching will be available for the Grantee's installation of its conduit, pedestals and /or vaults, and laterals, all to be provided at the Grantee's expense. The

Grantee shall also provide specifications as needed for any such trenching. Any costs of trenching and easements as may be required to bring service to the development shall be borne by the developer or property owner, unless otherwise agreed to by the Grantee.

4.03. Construction Codes and Permits. The Grantee shall obtain any and all required permits from the County before commencing any construction involving the opening or disturbance of any Public Way or Public Property. The County shall cooperate with the Grantee and use its best efforts in granting and facilitating the issuance of any permits as are required. The Grantee shall arrange and place its lines, cables and other appurtenances, on any Public Way or Public Property, in such a manner so as to cause no reasonable interference with the usual and customary use of said Public Way or Public Property by any person.

4.04. Repair of Public Ways and Public Property. Any and all Public Ways or Public Property which are disturbed or damaged during the construction, operation or maintenance of the System shall be promptly repaired by the Grantee, at the Grantee's expense and to at least as good condition as existed prior to the disturbance or damage. The Grantee shall coordinate any and all construction and repairs with personnel and/or agents designated by the County.

4.05. Trimming of Trees. The Grantee may cut or trim trees and vegetation interfering with the National Electrical Safety Code and other clearance requirements.

4.06. Movement of Facilities. In the event that it becomes necessary temporarily to move or remove any of the Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building or other structure over the Public Ways of the County, upon thirty (30) days prior notice by the County to the Grantee, the Grantee shall move at the prepaid expense of the person requesting the temporary removal, such of the facilities as may be required to facilitate such movements.

SECTION 5. TECHNICAL PROVISIONS.

5.01 Technical Requirements. The Grantee shall maintain a System that meets at least the minimum technical standard applied or required, or as may hereafter be applied or required by the Federal Communications Commission (the "FCC"). Procedures for testing the technical capacity of the System shall conform with the technical and testing standards applied to cable systems by the FCC. The results of any tests as are now required or as may hereafter be required by either the FCC or the WVPSC shall be filed promptly with the County by the Grantee upon the County's written request.

5.02 Maintenance. All lines, equipment, facilities, and other property of the Grantee located within the County shall at all times be kept and maintained by the Grantee in a safe and suitable condition and in good order and repair. The Grantee shall render efficient service, respond to all complaints promptly, make repairs promptly and interrupt service only for good cause.

5.03 Emergency Alert System. Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of West Virginia, including the state rules and regulations and the current state EAS Plan in order that emergency messages may be distributed over the System.

SECTION 6. SERVICE PROVISIONS.

6.01. Free Services to Certain Public Facilities. Subject to Section 4.01 of the Franchise, and 47 C.F.R. §76.42 of the Code of Federal Rules (if applicable), the Grantee shall install at no cost to the County, and shall provide a minimum of, one (1) free connection of Basic Cable Service and Expanded Cable Service (collectively the "Free Service") to each public school located within the County. The connections shall not be used to distribute or sell Cable Service in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including, but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this Section 6.02, Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to such buildings or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and it will not adversely affect the operation, financial condition, or market development of the System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred fifty (150) cable feet. In the event that additional connections are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of the connections and the additional outlets relating thereto.

6.02. Public, Educational and Governmental Use. Grantee shall designate up to three (3) channels for non-commercial Public, Educational or Governmental ("PEG") use. At least one (1) such designated channel shall be carried as part of the lowest tier of service. The Grantee shall abide by all reasonable rules and procedures adopted by the County as local franchise authority for activation of the designated PEG channels. Notwithstanding the immediately foregoing provision respecting PEG channels, and assuming that the County's waiver of the same is not clearly prohibited by law, the County may waive entitlement to receive PEG channels.

SECTION 7. RATE REGULATION.

7.01. Rate Regulation by the State of West Virginia. The West Virginia Public Service Commission ("WVPSC") presently requires such cable operator to file a schedule of its rates of service on a form and with the notice that the WVPSC may prescribe. To the extent permitted by federal law, the WVPSC shall regulate rates to insure that said rates are just and reasonable both to the public and to the cable operator, and that said rates are not

unduly discriminatory. To the extent permitted by federal law, the WVPSC shall regulate charges other than those related to rates for the provision of basic cable service to insure that they are just and reasonable and not unduly discriminatory.

SECTION 8. FRANCHISE FEE.

8.01. Franchise Fee. The Grantee shall pay to the County an annual franchise fee in the amount of five percent (5%) of its Gross Revenue from the provision of Cable Services received by Grantee within the County. Franchise fees may be passed through to subscribers as a line item on subscriber invoices, or otherwise. Any franchise agreement subsequently negotiated by the Grantee with the County Commission of Upshur County, West Virginia during this franchise term shall not be inconsistent with the annexation provision hereof.

8.02. Payment Period. Payments due to the County under this provision shall be payable quarterly within forty five (45) days of the end of each calendar quarter. Grantee may use electronic funds transfer to make any payments to the County required under this Franchise.

8.03. Franchise Fee Report. The Grantee shall submit to the County, contemporaneously with each franchise fee payment, a report showing the method by which such franchise fees were calculated.

8.04. Inspection. The County reserves the right to have an accountant or other representative of its selection examine the books and records of the Grantee, upon reasonable notice, to verify the correctness of the payment of the quarterly installments and the inclusion of revenues received from all County subscribers. Any and all accounting costs and expenses associated with this Section shall be borne by the County, unless it is determined from the County's inspection that the Grantee has underpaid the County in an amount of two percent (2%) or more of the County's franchise fees for any quarterly period as calculated upon the Grantee's Gross Revenues, in which case the Grantee shall be responsible to immediately reimburse the County for all of such reasonable accounting costs and expenses, together with payment of the adjusted franchise fee amount.

8.05. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Grantee is due. Unless within three (3) years from and after such payment due date the County initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and County shall be stopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

SECTION 9. LOCAL OFFICE.

The Grantee at all times during the renewal term hereof shall put forth reasonable efforts to maintain an office with qualified technical and administrative staffing as exists at the outset of this franchise term, within the County or otherwise conveniently located in accordance with federal regulations, which shall be open during regular business hours, and shall have a publicly listed, toll free telephone number, so as to receive subscriber payments, complaints and requests for repairs or adjustments.

SECTION 10. REVIEW SESSION.

On or about _____, and on each succeeding anniversary date of the renewal term thereafter, the Grantee will, upon the County's written request, report upon (1) the technical reliability of the System; (2) the generally-accepted state of the art for systems of comparable size; (3) the need for, or economic feasibility of modifications and programming additions to the System; and (4) current and anticipated rates for the System. The County may schedule a review session to discuss such report and any proposed modifications to the System.

SECTION 11. INSURANCE AND INDEMNITY.

11.01. Indemnity. The Grantee shall save, indemnify, hold harmless and defend the County at all times during the term of this Franchise from and against all claims arising for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.

11.02. Insurance. The Grantee shall maintain throughout the term of the Franchise, a policy of liability insurance covering the Grantee, which shall name the County in all respects as an additional or co-insured in amounts not less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards:

(1) Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person, within the limit of One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident.

(2) Two Hundred Fifty Thousand Dollars (\$250,000) for property damage resulting from any one accident.

SECTION 12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.01 Notice of Violation. In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

12.02 Grantee's Right to Cure or Respond. Grantee shall have sixty (60) days from receipt of the notice described in Section 12.01: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

12.03 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 12.01 pursuant to the procedures set forth in Section 12.02, or in the event that the alleged default is not remedied within one hundred twenty (120) days after Grantee is notified of the alleged default pursuant to Section 12.01, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is no fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

12.04 Enforcement. Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may:

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;
- (b) Commence an action at law for monetary damages or seek other equitable relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked; or
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of County to enforce prompt compliance.

SECTION 13. RENEWAL.

This Franchise may be renewed pursuant to the procedures prescribed by federal law and further by the West Virginia Public Service Commission (Ch. 24D, Article 1, Sect. 1 et seq., of the West Virginia Code), provided that the Grantee and the County shall in any event afford the public adequate notice and opportunity for comment.

SECTION 14. Transfer of Franchise. Subject to Section 617 of the Federal

Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the County may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Grantee in the Franchise or System in order to secure indebtedness, for any transaction in which Grantee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 2.15 above.

SECTION 15. MISCELLANEOUS.

15.01. Severability. In the event that any law, ordinance, regulation or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall nevertheless remain in full force and effect, unless the enforcement of such remaining provisions would be unconscionable or substantially oppressive to one or the other of the parties.

15.02. Force Majeure. The prevention or delay in performance of any provision of this Franchise due to circumstances beyond the control of the Grantee or the County, or Acts of God, shall not be deemed as noncompliance with, or as a violation of this Franchise. The parties expressly agree that the failure of equipment suppliers to timely deliver equipment needed for any technical additions to the existing system is a circumstance beyond the control of the Grantee.

15.03. Nonexclusive. This Franchise is nonexclusive. The County reserves the right to award additional franchises; provided, however, that the County shall not authorize or permit a cable television system to operate within the County on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise; and provided, that if the County authorizes or permits another cable television system to operate within the County, it shall do so on the condition that such cable television system indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of the Grantee, the County, and utilities, incidental to inspections, make ready, and construction of an additional cable television system in the franchise area; and provided further that the Grantee shall be designated as a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to any other cable television systems.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Ways in the County, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services, the County hereby agrees that it will notify Grantee prior to the effective date of the existence of such exemption or authorization, and, upon a request from Grantee, as a matter of

law, Grantee's Franchise will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis.

15.04. Entire Agreement. This Ordinance and all attachments hereto, represent the entire understanding and agreement by and between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties and can be amended, supplemented, modified or changed only by a written agreement executed by both parties, which makes specific reference to this Franchise and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

15.05. Laws Governing. This Franchise shall be governed by and construed in accordance with the applicable laws of the State of West Virginia, and particularly the provisions of the West Virginia Public Service Commission (Ch. 24D, Ali. 1, Sect. 1, et seq., of the West Virginia Code), and which provisions are expressly incorporated and embodied herein, and this Franchise shall be governed by and construed in accordance with applicable federal law.

15.06. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.07. Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon County or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to County shall be addressed as follows:

Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201
Attention: County Administrator

The notices or responses to Grantee shall be addressed as follows:

Altice USA, Inc.
1 Court Square, West
Long Island Town, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

Cequel III Communications II, LLC
 c/o Altice USA, Inc.
 1 Court Square, West
 Long Island Town, NY 11101
 Attention: Legal Department

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

Notwithstanding anything herein to the contrary, regulatory notices from Grantee to the County which are required pursuant to state and federal laws and regulations may be served electronically upon the County, instead of by mail as described above, to an email address provided by the County.

15.08 Effective Date. This Ordinance and Franchise shall be effective upon _____, 2020, and acceptance shall be evidenced by the Grantee's and County's execution of this document.

Passed and adopted this _____ day of _____, 2020, subject to applicable federal, state and local law.

UPSHUR COUNTY COMMISSION, WEST VIRGINIA

By: _____
 Terry B. Cutright, Commission President

 County Clerk

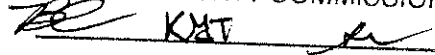
Accepted this _____ day of _____, 2020, subject to applicable federal, state and local law.

CEQUEL III COMMUNICATIONS II, LLC
DBA SUDDENLINK COMMUNICATIONS

By: _____

Pat Hayes, Senior Vice President, Government
Affairs

DRAFT

2020 Board of Assessment Appeals Schedule**October 1, 2020****Upshur County Administrative Annex****91 W. Main St., Suite 101, Buckhannon, WV 26201****11:00 am - Greylock Pipeline, LLC****1:00 pm - Stephen and Sirina Goff****2:00 pm - Pringle House LP****APPROVED****SEP 17 2020****UPSHUR COUNTY COMMISSION**A handwritten signature in black ink, appearing to be "KAT", is written over a horizontal line. To the left of the signature is another handwritten mark, possibly initials "BC".

2020 – 18th Grant Cycle



Application for Funding Assistance

Application Postmark Deadline: OCTOBER 9, 2020

Contact Information:

Melissa Garretson Smith, Executive Director
2003 Quarrier Street, Charleston, WV 25311
Telephone (304) 558-5435
Facsimile (304) 558-9174
Email: melissa.smith@wvcfia.com
www.cfia.wv.gov

Tab I. County Contact Information and Category Selection

1. County Applicant: Please list county name, complete mailing address, and general telephone number for county applicant.

**Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201 (304) 472-0535**

2. Project Director: Name, mailing address, email address and telephone number of individual responsible for the daily implementation of the project. This person **cannot** also be listed as the Authorized Official or the Fiscal Director.

**Tabatha R. Perry, Assistant County Administrator
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535 ext. 2
Email Address is Required: trperry@upshurcounty.org**

3. Grant Manager: Name, mailing address, email address and telephone number of the individual responsible for submitting quarterly progress reports should the project receive funding. This person will be the contact person regarding the project who will communicate with the CFIA Director, if funded.

**Tabatha R. Perry, Assistant County Administrator
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535 ext. 2
Email Address is Required: trperry@upshurcounty.org**

4. Fiscal Director: Name, mailing address, email address and telephone number of the individual responsible for the financial records of the project. This person **cannot** also be listed as the Project Director or the Authorized Official.

**Carrie L. Wallace, County Administrator
91 West Main Street, Suite 101
Buckhannon, WV 26201
(304) 472-0535 ext. 3
Email Address is Required: clwallace@upshurcounty.org**

5. Authorized Official: Name, mailing address, email address and telephone number of County Commission President. This is the individual who would be authorized

to enter into a contractual agreement.

Terry B. Cutright, Commission President

91 West Main Street, Suite 101

Buckhannon, WV 26201

(304) 472-0535

Email Address is Required: tbcutright@upshurcounty.org

6. Federal Employer's Identification Number (F. E. I. N. #): **55-6000406**

7. Are you applying for grant funds that will be applied to the main courthouse building?

☐ Yes

☒ No, please explain We are requesting grant funding to be utilized to make needed repairs to the former Sheriff's residence and jail facility that was constructed in 1900 and is located directly behind the main Courthouse. This structure is also a contributing property to the Downtown Buckhannon District within the National Register of Historic Places.

8. Provide a brief description of your construction project in the space below:
Approximately 4,400 square feet of existing shingles need to be removed and replaced. New waterproof underlayment, ice and water guard, drip edge and flashing will be installed in addition to new architectural roofing shingles and vents. The facility has four gable dormers that are affixed with transite siding that needs to be replaced due to age. Finally, all spouting will be replaced with six-inch white seamless aluminum gutters and ¾ inch white aluminum downspouts. This is Phase 2 of a three-phase project, with Phase 1 being the previously completed chimney and dormer rehabilitation and Phase 3 consisting of rehabilitation and repairs being made to the arcaded brick porch.
9. Applicants May Only Apply for Funding under one Category. Please place an X in the box next to the category for which you are requesting funding assistance.

Project Categories:

- ☐ Life Safety
☐ Accessibility
☐ Structural Improvements
☒ Roofing
☐ Electrical
☐ Communications Cabling
☐ Exterior Improvements
☐ Interior Improvements

- ☐ Mechanical (HVAC/Plumbing)
- ☐ Doors and Windows
- ☐ New Construction / Space

Tab II and Tab III should be consistent with the category that you have indicated above.

Category 4: Roofing

Types of Projects:

Roofing (metal, membrane, shingles, slate, tile, etc.), Flashing, Roof Insulation, Copping, Roof Sheathing, Roof Replacement, Roof Drainage, Overflow Scuppers, Roof Curbs, Gutters and Downspouts, New Roofing, Roofing Repair, Eaves, Soffits, Roof Vents, Snow Guards.

Tab II: Define the Project

- Is the project occurring at the main courthouse facility? If not, describe the facility.
The anticipated project will take place at the former Sheriff's residence and county jail that is located directly behind the main Courthouse. This facility served as the Sheriff's residence until approximately 1970 and during this time also served as the county jail until approximately 1994. Around 1994, the county inmates were transferred to the central jails; however, federal prisoners were still kept in this jail until approximately 1997. Since Upshur County no longer has an operating jail facility, upon being booked, the inmates are transported to regional facilities and the County Commission is responsible for paying a per diem rate of \$48.25 per inmate until sentencing.

During the early 1980's the jail portion of this facility was demolished and rebuilt. The Upshur County E-911 Communications Center was housed in the former jail facility until the Center relocated to office space located within the Courthouse basement after the remodel. This building now (1) houses WV Centers against Violence, previously known as Women's Aid in Crisis, which provided six hundred sixty one services to individuals in Upshur County last fiscal year; (2) serves as additional storage space for elected officials offices, such as the Circuit Clerk and the County Commission, and (3) has a designated "election room" which contains over \$300,000 worth of election equipment that was previously purchased by the Commission and reimbursed partially by the Help America Vote Act grant. Due to COVID-19, the election room also serves as office space that is utilized by employees who have returned from COVID "hotspots" and are self-quarantined upon their return.

- Provide a general description of the facility, including a description of the roofing system.
The original Sheriff's residence and stone jail was constructed in 1900. Before he passed in August of 2020, I spoke with former Sheriff Eugene Suder regarding the Facility and was informed the residence and jail underwent various renovations during his term in office (1964-1972) including improvements to the upstairs of the residence, the addition of a kitchen and remodeling of the jail cells. After speaking with several Deputies that worked in the jail facility, it also appears that renovations to the jail portion of the building took place between 1980 and 1981. This structure is also a contributing property to the Downtown Buckhannon District within the National Register of Historic Places.

The roofing system has significantly deteriorated and requires immediate attention. Over the past several years, the county maintenance department has patched the roof; however, leaks continue to form. The most recent leak occurred in the valley on the South side of the structure, above the election room. The leaks are now more of a concern due to the amount of equipment and files that are being stored in the building. The Upshur County Commission previously received a 16th cycle grant award from the Courthouse Facilities Improvement Authority for Phase I of the Jail Facility Project. Those funds were utilized to repair the chimneys and gable dormers. Phase III of the project consists of repairing the arcaded brick porch and accompanying roof.

To the best of our knowledge the existing roof system is over 20 years old. The flashing appears to be made of copper and the shingles to be of slate material. The roof has leaked for several years and despite the County maintenance department's best attempts to patch the roof, the thermal envelope is presently failing by allowing water and outside air to enter the structure. The roof will continue to deteriorate if the leaks are not repaired. The chimneys and dormers were a safety hazard; therefore, that portion of the project was completed first. The existing gutters and downspouts are antiquated and will also continue to deteriorate; therefore, the recommendation has been made to replace the gutters and downspouts concurrently with the roof.

- Is the current roof original to the facility?
The jail portion of the facility was demolished and rebuilt in the early 1980's however; we have no record showing the roof has been replaced since that date. We are certain the roof has not been replaced since 2001 as our current Facilities Director has been employed by the Commission since 2001.
- Describe the scope of the current deficiency with the roofing system. Document the project with appropriate photographs and attach them to the application.
The existing copper flashing, particularly where two pitches come together, is susceptible to leaking. The most current leak experienced was in a valley located above the designated election room. It is expected that some of the wood sheathing will most likely need to be replaced due to damage or rot; however, such repair will be determined upon the removal of the existing shingles.
- Is the current roof work causing damage to other building systems (structure, interior finishes, etc.)? If yes, describe and document the damage.
No; however, several leaks have been found early in development and were able to be patched before causing substantial damage. The stability of the newly rehabilitated chimneys and dormers depend upon a solid structure and roof.
- Has the roof work been tested for hazardous materials (asbestos mastic, caulking, etc.)?
No; however, in compliance with the federal Asbestos NESHAP rule (40 CFR 61 Subpart M), prior to removal, the roof will be inspected for asbestos. After consulting with Superior Environmental Services, LLC, it has been determined the siding is a transite material containing asbestos and will need to be carefully removed and disposed of by a licensed professional.

Tab III: Describe the Proposed Improvements

- Describe the proposed improvements in detail.

(1) After being inspected and tested for the presence of asbestos by a WV licensed asbestos inspector, approximately 4,400 square feet of existing shingles and flashing needs to be removed and disposed of off the premises. (2) After inspecting the wood sheathing, repairs will be made as some of the wooden structure may need to be replaced due to rotting; however, the extent of decomposition cannot be determined until the contractor removes the existing material. (3) During this phase of the project, the existing transite siding on the four gable dormers will be removed and replaced with metal panels. The Facilities Director believes the existing transite siding may contain asbestos; therefore, specialty services will need ascertained for the removal and disposal. (4) New waterproof underlayment will be placed over the entire roof. (5) Ice and water guard will be installed at the eaves, valleys, and hips. All penetrations will be properly flashed and sealed per NRCA recommendations. The underlayment will properly repel water and weathering and the ice and water guard will be tied into the dormers to eliminate the chance of leaks in those areas. (6) Aluminum drip edge will be installed. During a site inspection, the use of Certainteed Highland Slate architectural roofing shingles was discussed. (7) Finally, to properly drain and disperse rainwater, all spouting will be replaced with new six-inch white seamless aluminum gutters and 3 x 4 white aluminum downspouts.
- Provide information about the new roof work that will be used in the project. If possible, provide manufacturer's product data, MSDS sheets, and section details indicating new work and its relationships to existing conditions.

Upon grant award, Certainteed Highland Slate architectural roofing shingles, roof vents, waterproofing underlayment, ice and water guard, drip edge and flashing will be installed over approximately 4,400 square feet of the roof. Wood decking replacement may have to be used if damage caused by the leaks is substantial. The condition of the wood structure cannot be fully evaluated until the existing shingles are removed. The existing transite siding on the four gable dormers will be replaced with metal panels that will complement the shingles and masonry. The final portion of this phase of the project will consist of installing six-inch white seamless aluminum gutters and 3x4 white aluminum downspouts.

Tab IV. Project Budget Information

Attach an overall detailed budget for the proposed improvements. Consider the requirements listed within the “Special Conditions and Assurances” section of this application when developing your project budget. Include testing, design fees, demolition costs, construction costs, and a project contingency in the budget. Indicate whether the project is a phased project and what phase you are seeking funding for with this application.

1. Provide an estimated total cost of the proposed project:
The estimated cost of the total project for labor and material, including a 10% contingency for wood sheathing repair and unexpected costs; estimated advertising costs, and B&O taxes imposed by the City of Buckhannon, is \$121,299.

The Upshur County Commission requested for Tri-State Roofing and Sheet Metal Company to provide an estimate for this project to use for budget purposes. An estimate for asbestos abatement was also acquired from Superior Environmental Services, LLC for use while preparing this proposed budget. If awarded the grant funding, the Upshur County Commission will seek competitive bids for this project.
2. Provide the amount of funding assistance requested (can not exceed \$100,000):
The Upshur County Commission requests \$97,039 of WVCFIA funding to be used for this project, which represents 80% of the proposed project cost. The Commission will provide 20% or \$24,260 in matching funds to complete the proposed project.
3. Please list or attach a detailed project budget:
Proposed detailed budget is attached.

Tab V. Historical Significance

1. Provide proof that SHPO has been contacted regarding your potential project. Provide a letter from SHPO, name of a contact person at SHPO or a general statement that explains your communication with SHPO.
Attached is an e-mail from Belinda D. Gray, Culture Center Office Manager of SHPO.
2. Attach a description of how the proposed project will impact the historic

characteristics of the courthouse facility and how the project will either maintain or enhance the historic characteristics.

The Upshur County Courthouse is located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street and was constructed from 1899-1901. Directly behind the Courthouse, at 12 South Locust Street, the former Sheriff's residence and jail facility was constructed in 1900. The Courthouse and jail were listed on the National Register of Historic Places on December 31, 2009 as part of the Downtown Buckhannon Historic District. The Sheriff's residence and jail facility features four beautiful gable dormers, two of which encompass single chimneys, and two freestanding chimneys. Preserving the architecture of this facility and making needed repairs to the roof will allow the facility to remain intact and add historical significance to our quaint community. The recent rehabilitation of the chimney and dormers, during Phase I, amplified the historical characteristics of this building by restoring original decorative details and will now allow for future enhancements to be undertaken such as roof replacement and the front entry rehabilitation.

Tab VI. Letters of Support

Tab VII. Supporting Documents – resolution, statement of need, etc...

Signature Page

Provide the signature and printed name of the Authorized Official (County Commission President) and the names, signatures, official positions (of elected officials) whose areas of responsibility are affected by the requested improvements. For clarification purposes, the signatures could be those of the Circuit Judge, Sheriff, Circuit Clerk, Assessor, County Clerk, Magistrate, Family Court Judge, Prosecuting Attorney, or any combination depending on the improvements anticipated. The County Administrator/Manager may not sign as the Authorized Official. The Commission President must sign this page.

Carrie Arnold, County Clerk. Carol J. Smith

Signature and Position/Title – Printed Name

B. P. Gaudet Circuit Clerk BRIAN P. GAUDET

Signature and Position/Title – Printed Name

Signature and Position/Title – Printed Name

Signature and Position/Title – Printed Name

Signature and Position/Title – Printed Name

Signature and Position/Title – Printed Name

Signature and Position/Title – Printed Name

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”. Please forward a copy of these to the CFIA office.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia. At a minimum, an advertisement must be placed in a public, printed newspaper. A copy of the ad must be forwarded to the CFIA office.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization:** The county applicant hereby certifies it has the legal authority to apply for funding assistance; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship:** The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia:** Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records:** The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds:** Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance:** In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes:** The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities

Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Part 60.1 et.seq., as applicable to construction contracts.
24. **Equal Employment Opportunity Program:** Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
25. **Confidentiality of Research Information:** Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement Funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
26. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be

fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.

Upshur County Former Jail Facility Detailed Budget

Phase 2 of 3

- Remove existing shingles and dispose of off-site
- Replace damaged or rotten wood sheathing (additional cost)
- Install synthetic underlayment over entire roof area
- Install aluminum drip edge
- Flash and seal all penetrations per NRCA recommendations
- Install new shingles

Subtotal	\$90,000
-----------------	-----------------

- | | |
|--|---------|
| • Install metal panels on 4 dormers | \$5,000 |
| • Remove and replace all spouting with .032 aluminum 6" K style gutters and 3"x4" corrugated aluminum downspouts | \$9,500 |

Subtotal	\$14,500
-----------------	-----------------

- | | |
|---|---------|
| • Asbestos Abatement ¹ : | |
| ○ Inspection of roof for asbestos | \$250 |
| *required before obtaining permit from City of Buckhannon | |
| ○ Removal and disposal of transite siding from 4 dormers | \$4,000 |

Subtotal	\$4,250
-----------------	----------------

Contingency (10%) wood sheathing & unexpected costs	\$10,875
--	----------

Building Permit from City of Buckhannon	Exempt
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*Still need to complete application per conversation with Barb at City Hall

B&O Tax (City of Buckhannon)	\$1,299
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*First \$50,000 exempt then 2% of project value thereafter
\$64,500 x 2% = \$1,299

Advertising	\$375.00
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(Class II-0 Legal Advertisement in the Record Delta, Inter-Mountain and Charleston Gazette newspapers for request for bids)

Total	\$ 121,299
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This projected budget was calculated by using one vendor estimate. Should this project be funded, competitive bids would be sought through the bidding process approved by the state of WV.

¹Verbal estimate was received from Superior Environmental Services, LLC on September 24, 2020 after conducting a site inspection. This estimate was based off of visual inspection of square footage and siding material.

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

RESOLUTION

The County Commission of Upshur County met on October 1, 2020 with a quorum present and passed the following resolution.

Be it resolved that the County Commission hereby authorizes Terry B. Cutright, Commission President of the Upshur County Commission, to act on its behalf to enter into a contractual agreement with WV Courthouse Facilities Improvement Authority to receive and administer funds pursuant to provisions of the WV Courthouse Facilities Improvement Fund program.

Date: October 1, 2020

Signed: _____
Terry B. Cutright, President

Attest:

County Clerk

Part VII: Statement of Need

Upshur County Courthouse Facilities History:

The Upshur County Courthouse and jail were listed on the National Register of Historic Places on December 31, 2009 as part of the Downtown Buckhannon Historic District. The Courthouse is located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street. The first Courthouse was constructed from 1854-1855 and was damaged by fire three times during the first six months of use and saw heavy abuse during the Civil War. The present Courthouse was constructed from 1899-1901. The former sheriff's residence and jail were constructed in 1900 directly behind the Courthouse. The last sheriff to reside in the residence was during the late 1970's. During 1994, inmates were transferred to the central jails instead of being housed within the county jail. Thereafter, from 1994 to 1997, federal prisoners were housed in this jail.

After 1997, this building served as a County repository and later became utilized by Women's Aid in Crisis, now known as WV Centers against Violence. The facility is available for all judicial offices to use as storage space; however, the main offices that house files in this area consist of the Circuit Clerk and Commission Office. Around 2017, the County Clerk also began utilizing space within the old jail building to store election equipment and to occupy as a place for canvassing and other election tasks. Due to COVID-19, the election room also serves as office space that is utilized by employees who have returned from COVID "hotspots" and are self-quarantined upon their return.

Aside from regular day-to-day business operations, the Upshur County Courthouse and Annex are utilized by the community for various events throughout the year, including the annual WV Strawberry Festival and local organization mini-fairs. The Courthouse is the focal point when travelling on Main Street and adorns the Buckhannon District; therefore, in an effort to maintain the historic aesthetics of the area, preserving the adjacent former jail facility is of utmost importance.

Statement of Need for Funds:

The purpose of this grant request is to obtain funding to be used to replace the roof on a building of historical significance in our small downtown of Buckhannon. Previous funding graciously provided by the Courthouse Facilities Authority was utilized to rehabilitate the chimneys and dormers atop the facility. Due to limited financial resources, buildings that are heavily utilized on a daily basis receive prioritized maintenance attention. As a result of COVID-19, the Commission has experienced a decrease in revenue and an increase in financial responsibilities forcing secondary building maintenance to fall to the way side. To provide a better portrayal, additional sanitizing measures required for the Commission to hire additional staff to sanitize Magistrate and Circuit Courtrooms following each hearing; several unemployment claims have been filed by previous employees; additional staff has been needed to cover offices due to employees being unable to work due to lack of childcare, deferred tax filing deadlines resulted in delayed revenues

and the Buckhannon-Upshur Recreational Park was unable to open for the season resulting in approximately \$51,000 in lost revenue. In addition to the aforementioned, the County must also carry the burden of the monthly jail bill. Previously, in fiscal year 2015, the average monthly jail bill charged to Upshur County was \$41,173.33 (\$477,433.75 for the year) as compared to a monthly average of \$67,775.17 (\$806,547.03 for the year) during fiscal year 2020. This figure continues to increase due to the number of arrests that are being made; however, the amount of revenue for the County does not increase as Upshur County already charges the maximum levy rate permitted.

Maintaining usable space near the Courthouse is detrimental to the Commission as real estate near the Courthouse campus is scarce and offices, such as the Circuit Court, have an ever-expanding file inventory that must be maintained. A large portion of the facility currently serves as storage space; however, if there were no other viable options, interior renovations could be completed within the former Sheriff's residence to allow for additional office space. Therefore, maintaining this building for future use is imperative.

The Commission continues to cut expenses where practical and also incessantly compares rates of medical insurance, property insurance, and maintenance agreements in an effort to save funds that could be utilized for needed repairs and improvements. The Upshur County Commission respectfully asks the WVCFIA to consider funding this project to better serve our community by maintaining and preserving a building of historical significance to our county.

**Upshur County
Communications Center**

181 Pallottine Drive
Buckhannon, WV 26201

9/24/2020

To:

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

Reference: Promotion of DeLaura Courtney

Honorable Commissioners,

I would like to make the recommendation that Betty DeLaura Courtney be promoted to rank of Supervisor. As you are aware this position has recently been vacated. During this time DeLaura has shown great leadership capabilities and the desire to serve this agency.

I recommend that her base rate of pay increase from \$12.14 to \$13.14 beginning at the next pay period.

Respectfully,



Doyle R Cutright II

Commissioners,

After a thorough testing back ground check, and interview process I am requesting the following three employees be considered for employment as *Full-Time Telecommunicators* at the Upshur County Emergency Communications Center.

<u>Name</u>	<u>Start Date</u>	<u>Wage</u>
Jeremy Hartley	10/11/2020	\$11.00 hour
Cynthia Burwell	10/11/2020	\$11.00 hour
Sarah Davison	10/11/2020	\$11.00 hour

Thank you for your consideration.

Sincerely,

Kimbra Wachob, Assistant Director
Upshur County Emergency Communications Center
(304) 472-9550 Ext. 4
klwachob@upshurcounty.org

FirstEnergy Corp.
5001 NASA Boulevard
Fairmont, WV 26554
www.firstenergycorp.com

For Release: September 29, 2020

News Media Contact:
Mark Durbin
(330) 761-4365

**Mon Power and Potomac Edison Customers in West Virginia to Benefit
from Lower Electric Rates as a Result of Annual Fuel Filing
Bills Would be Reduced by \$50 Million in 2021**

Fairmont, W.Va. — Mon Power and Potomac Edison, subsidiaries of FirstEnergy Corp. (NYSE: FE), recently submitted filings with the Public Service Commission (PSC) of West Virginia that are expected to lower electric rates by \$50 million in 2021.

Under a cost recovery process established by the PSC in 2007, Mon Power and Potomac Edison customer bills are adjusted annually to reflect increases or decreases in the cost of fuel used to generate electricity and purchased power. This year's filing reflects a \$55 million reduction in these costs, a savings passed to customers.

If approved by the PSC, the monthly bill for the companies' typical West Virginia residential customer using 1,000 kilowatt-hours (kWh) of electricity would decrease by 3 percent or \$3.24/month, dropping an average bill to \$103.62 from the current \$106.86. With the decrease, rates for Mon Power and Potomac Edison's West Virginia residential customers will be about 22 percent below the national average.

The 2021 residential customer bills also would reflect the impact of a second filing seeking to recover about \$5 million in costs associated with modernizing the boilers at the companies' Fort Martin and Harrison coal-fired power plants in West Virginia to help ensure continued environmental compliance. The work includes

updating existing emissions control equipment, enhancing particulate control systems, and replacing flue-gas removal ductwork and expansion joints.

“These filings continue a trend that has resulted in the rates for our West Virginia utilities being reduced by about \$120 million since 2018,” said Jim Myers, president of FirstEnergy’s West Virginia operations. “With electrical use increasing more from time being spent at home during the coronavirus health emergency, any opportunity to save on electric bills is helpful for our customers. We are committed to providing safe and reliable electricity at an affordable cost.”

If approved by the PSC, the new rates would begin Jan. 1, 2021, and remain in place until Dec. 31, 2021.

To help customers manage their bills, Mon Power and Potomac Edison offer budget plans, special payment plans, and access to energy assistance programs. For home energy efficiency tips, customers can go to www.firstenergycorp.com or call the Customer Service Center at 1-800-255-3443 to request information.

Mon Power serves about 385,000 customers in the northern half of West Virginia and Potomac Edison serves about 140,000 customers in the state’s Eastern Panhandle. Follow the companies on Twitter [@MonPowerWV](https://twitter.com/MonPowerWV) and [@PotomacEdison](https://twitter.com/PotomacEdison).

FirstEnergy is dedicated to safety, reliability and operational excellence. Its 10 electric distribution companies form one of the nation's largest investor-owned electric systems, serving customers in Ohio, Pennsylvania, New Jersey, West Virginia, Maryland and New York. The company's transmission subsidiaries operate approximately 24,500 miles of transmission lines that connect the Midwest and Mid-Atlantic regions. Follow FirstEnergy on Twitter [@FirstEnergyCorp](https://twitter.com/FirstEnergyCorp) or online at www.firstenergycorp.com.

3

(092920)

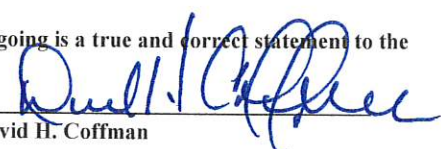


Upshur County Sheriff's Financial Statement

For Period Ending: August 2020

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 702,342.97	\$ 1,635,205.70	\$ (558,812.33)	\$ 1,778,736.34
FUND - 002 COAL SEVERANCE TAX FUND	\$ 11,224.89	\$ 0.44	\$ -	\$ 11,225.33
FUND - 003 DOG AND KENNEL FUND	\$ 29,150.66	\$ 5,248.70	\$ (9,246.81)	\$ 25,152.55
FUND - 004 GENERAL SCHOOL FUND	\$ 21,313.10	\$ 2,571.25	\$ -	\$ 23,884.35
FUND - 005 MAGISTRATE COURT FUND	\$ 1,176.00	\$ 785.50	\$ -	\$ 1,961.50
FUND - 006 WORTHLESS CHECK FUND	\$ 136,566.40	\$ 82.87	\$ (8,610.00)	\$ 128,039.27
FUND - 007 E-911 FUND	\$ 396,621.81	\$ 218,115.29	\$ (10,084.89)	\$ 604,652.21
FUND - 008 HOME CONFINEMENT FUND	\$ 52,939.42	\$ 6,570.30	\$ (4,911.85)	\$ 54,597.87
FUND - 013 CURRY PARK FUND	\$ 25,561.72	\$ 580.91	\$ (2,025.46)	\$ 24,117.17
FUND - 015 CURRY LIBRARY FUND	\$ 19,790.12	\$ 345.56	\$ (2,274.24)	\$ 17,861.44
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 60,510.46	\$ 102,005.62	\$ (60,485.46)	\$ 102,030.62
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 49,652.43	\$ 4,074.20	\$ (4,365.90)	\$ 49,360.73
FUND - 039 COAL REALLOCATION FUND	\$ 19,125.88	\$ 0.49	\$ -	\$ 19,126.37
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 530,371.06	\$ 49.42	\$ (4,074.20)	\$ 526,346.28
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 167,218.81	\$ 93,656.25	\$ (6,714.33)	\$ 254,160.73
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 706,404.39	\$ -	\$ -	\$ 706,404.39
FUND - 059 CONCEALED WEAPONS FUND	\$ 19,206.10	\$ 1,205.80	\$ (425.00)	\$ 19,986.90
FUND - 063 VOTER'S REGISTRATION FUND	\$ 678.87	\$ -	\$ -	\$ 678.87
FUND - 071 JURY FUND	\$ 15,040.00	\$ -	\$ -	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRMT INVESTIGATION FUND	\$ 2,486.22	\$ 0.02	\$ -	\$ 2,486.24
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 10,797.00	\$ 12,868.89	\$ -	\$ 23,665.89
FUND - 079 SPAYING & NEUTERING FUND	\$ 43,542.61	\$ 600.00	\$ (586.50)	\$ 43,556.11
FUND - 080 COMM. CORR. FUND	\$ 374,468.33	\$ 21,615.00	\$ (31,828.70)	\$ 364,254.63
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ 15,444.31	\$ (15,444.31)	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 52,792.50	\$ (52,792.50)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 78.40	\$ (78.40)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 132.86	\$ (132.86)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 311.50	\$ (311.50)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 1,350.00	\$ (1,350.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 27,110.26	\$ (27,110.26)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 165,955.22	\$ 2,130.72	\$ (3,151.19)	\$ 164,934.75
FUND - 365 DELQ & NONENT LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
FUND - 366 BOARD OF HEALTH FUND	\$ 365,576.83	\$ 52,950.88	\$ (37,835.80)	\$ 380,691.91
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 636.50	\$ 686.00	\$ (636.50)	\$ 686.00
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 2,113,306.05	\$ (2,113,306.05)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 1,070,763.44	\$ (1,070,763.44)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 306,781.66	\$ (306,781.66)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 36,813.72	\$ (36,813.72)	\$ -
FUND - 206 COVID 19 FUND	\$ 68,080.86	\$ -	\$ (7,461.66)	\$ 60,619.20
FINAL TOTALS	\$ 4,077,206.29	\$ 5,786,234.51	\$ (4,378,415.52)	\$ 5,485,025.28
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 8,842,824.10	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (10,711,320.35)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 7,351,771.53			
NET BANK BALANCE	\$ 5,483,275.28			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 5,485,025.28			

I, David H. Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.


David H. Coffman
Sheriff & Treasurer, Upshur County

9/24/2020



Upshur County Sheriff's Financial Statement

For Period Ending: August 2020

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 90,434.54	\$ (496.00)	\$ 1,540,188.57	\$ 1,630,127.11
	COAL SEVERANCE-MMA	\$ 10,225.33	\$ -	\$ -	\$ 10,225.33
	E-911 -MMA	\$ 592,962.53	\$ -	\$ -	\$ 592,962.53
	CURRY PARK-MMA	\$ 20,550.46	\$ -	\$ 580.00	\$ 21,130.46
	CURRY LIBRARY-MMA	\$ 13,644.00	\$ -	\$ 344.90	\$ 13,988.90
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 158,105.09	\$ -	\$ 92,743.85	\$ 250,848.94
	CONCEALED WEAPONS	\$ 19,911.81	\$ -	\$ 75.09	\$ 19,986.90
	GENERAL TAX ACCOUNT-MMA	\$ 4,674,150.02	\$ (5,120,134.54)	\$ 445,984.52	\$ -
	BOARD OF HEALTH-MMA	\$ 138,912.60	\$ -	\$ 906.63	\$ 139,819.23
	UPSHUR CO. FIRE FEE-IBCK	\$ 162,414.19	\$ (60,510.46)	\$ 126.89	\$ 102,030.62
	UP CO COAL REALLOCAT-IBCK	\$ 19,126.37	\$ -	\$ -	\$ 19,126.37
	EMPLOYEE BENEFITS-IBCK	\$ 530,420.48	\$ (4,074.20)	\$ -	\$ 526,346.28
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.24	\$ -	\$ -	\$ 2,486.24
	COMMUNITY CORR. FUND-IBCK	\$ 370,011.18	\$ (5,756.55)	\$ -	\$ 364,254.63
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 2,217.37	\$ (2,217.37)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 46,100.09	\$ (174.99)	\$ 70,663.53	\$ 116,588.63
	TAX CLEARING ACCOUNT	\$ 135,508.71	\$ (209,003.34)	\$ 73,494.63	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 22,057.09	\$ (2,057.09)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 149,428.73	\$ (119,158.13)	\$ -	\$ 30,270.60
	COAL SEVERANCE-CKNG	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	DOG & KENNEL-CKNG	\$ 32,436.05	\$ (7,283.50)	\$ -	\$ 25,152.55
	GEN. CO. MISC-CKNG	\$ 25,845.85	\$ -	\$ -	\$ 25,845.85
	WORTHLESS CHECK FUND-CKNG	\$ 128,039.27	\$ -	\$ -	\$ 128,039.27
	E-911 -CKNG	\$ 16,684.37	\$ (4,994.69)	\$ -	\$ 11,689.68
	HOME DETENTION-IBCK	\$ 59,013.72	\$ (4,911.85)	\$ 496.00	\$ 54,597.87
	CURRY PARK-CKNG	\$ 3,668.43	\$ (681.72)	\$ -	\$ 2,986.71
	CURRY LIBRARY-CKNG	\$ 5,122.54	\$ (1,250.00)	\$ -	\$ 3,872.54
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 8,346.03	\$ (5,034.24)	\$ -	\$ 3,311.79
	VOTER'S REGISTRATION-IBCK	\$ 678.87	\$ -	\$ -	\$ 678.87
	JURY-CKNG	\$ 15,318.41	\$ (278.41)	\$ -	\$ 15,040.00
	SPAY. & NEUTER. DEP. FUND	\$ 43,756.11	\$ (200.00)	\$ -	\$ 43,556.11
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 30,521.16	\$ (32,183.00)	\$ 1,661.84	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (135.00)	\$ -	\$ -
	STATE POLICE FUND-CKNG	\$ 1,272.66	\$ (1,350.00)	\$ 82.34	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 776.05	\$ (5,120,910.59)	\$ 5,120,134.54	\$ -
	TAX LEIN FUND-CKNG	\$ 168,205.77	\$ (3,271.02)	\$ -	\$ 164,934.75
	DELQ & NON-ENTERED LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
	BOARD OF HEALTH-CKNG	\$ 24,994.39	\$ (4,964.39)	\$ -	\$ 20,030.00
	WVDSRF-CKNG	\$ 472.00	\$ -	\$ 214.00	\$ 686.00
	COVID 19 -CKNG	\$ 60,793.82	\$ (174.62)	\$ -	\$ 60,619.20
	BANK TOTAL	\$ 7,866,509.96	\$ (10,711,205.70)	\$ 7,347,697.33	\$ 4,503,001.59
PROGRESSIVE BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 706,404.39	\$ -	\$ -	\$ 706,404.39
	EE HEALTH CARE REIMB FUND	\$ 45,401.18	\$ (114.65)	\$ 4,074.20	\$ 49,360.73
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 23,665.89	\$ -	\$ -	\$ 23,665.89
	BANK TOTAL	\$ 775,471.46	\$ (114.65)	\$ 4,074.20	\$ 779,431.01
FREEDOM BANK					
	BOARD OF HEALTH-CD 1	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BOARD OF HEALTH-CD 2	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BANK TOTAL	\$ 200,842.68	\$ -	\$ -	\$ 200,842.68
SUMMARY:					
	TOTAL ALL BANKS	\$ 8,842,824.10	\$ (10,711,320.35)	\$ 7,351,771.53	\$ 5,483,275.28
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 5,485,025.28

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, October 1, 2020**

Channel 3 is Live Streaming our City Council Meetings here:

<https://www.facebook.com/ch3buckhannon/>

Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or dropbox behind City Hall.

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - A.3 Mayor's Greetings
- B. Recognized Guests**
 - B.1
- C. Department & Board Reports**
 - C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
 - C.2 Public Works Director- Jerry Arnold
 - C.3 Finance Director- Amberle Jenkins
 - C.4 Fire Chief- JB Kimble
 - C.5 City Attorney- Tom O'Neill
- D. Correspondence & Information**
 - D.1 Notice from WV Office of Insurance Commissioner RE: Availability of the National Flood Insurance Program
 - D.2 CityPR: Notice The City of Buckhannon Water Department Flushing Fire Hydrants starting 10/05/20 until complete
 - D.3 Final-City of Buckhannon Board Appointments FY 2020/2021
- E. Consent Agenda**
 - E.1 Approval of Minutes-Regular Meeting 09/17/2020 & Special 09/24/2020
 - 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/Possible Approval Trick-or-Treat Saturday, October 31, 2020 6pm-7:30pm
 - F.2 Property Acquisition-Consideration and Vote on Purchase/Sale Agreement-Mudlick Road
 - F.3 Discussion/Possible Vote Revised Downtown Parking Ordinance
- G. Comments and Announcements**
 - G.1 Mary Albaugh
 - G.2 Pamela Bucklew
 - G.3 C J Rylands
 - G.4 David Thomas
 - G.5 Jack Reger
 - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**

Posted 09/28/2020

Next Regular Scheduled City Council Meeting Thursday, October 15, 2020