

**STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:**

A regular meeting of the Buckhannon City Council was held on Thursday, July 6, 2023, at 7:00 p.m., in the Council Chambers of City Hall. The following individuals were in attendance (GTM – GoToMeeting):

Mayor	Robbie Skinner	Present
City Recorder	Randy Sanders	Present
Council Member	Pam Bucklew	Present
Council Member	David McCauley	Present
Council Member	Jack Reger	Present
Council Member	CJ Rylands	Present
Council Member	David Thomas	Absent
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
City Attorney	Tom O'Neill	Present
Buckhannon Fire Department	Brian Elmore	Present
Director of Public Works	Jerry Arnold	Absent
Channel 3	Rodney Irvin	Present
Record Delta	Steven Santilli	Present
MyBuckhannon.com	Katie Kuba	Present
Note Taker	Alice Teets	Present

Guests: Geraldine Henderson, Robbie Martin, Clark Barnes-Orion Strategies Public Relations Representative for Optimum, Jody Light-Almost Heaven BBQ, Catherine Norko-Charles Gibson Library Director, Tanner Nappe, Brett Dusenbury- Representative for Congressman Mooney.

***City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, July 6, 2023***

**Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Send public comments via email to [buckhannon@buckhannonwv.org](mailto:buckhannon@buckhannonwv.org) or drop them in the mail, or drop box behind City Hall. You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693> Or by dialing in using your phone: United States: [+1 \(571\) 317-3112](tel:+15713173112) Access Code: 443-910-693**

- A. Call to Order**
  - A.1 Moment of Silence
  - A.2 Pledge to the Flag of the United States of America
- B. Executive Session Per WV Code § 6-9A-4 Property Matters Before the Open Session**
- C. Recognized Guests**
  - C.1
- D. Department & Board Reports**
  - D.1 Public Works Director- Jerry Arnold
  - D.2 Finance Director- Amberle Jenkins
  - D.3 Fire Chief- JB Kimble
  - D.4 City Attorney- Tom O'Neill
- E. Correspondence & Information**
  - E.1 Notification-City Council Meeting Date of Thursday, July 20, 2023 has been Canceled due to scheduling conflicts
  - E.2 Notice of Public Hearing on Proposed Ordinance No. 464 Renewing the Franchise of Cequel III Communications II, LLC dba Optimum on Thursday, August 3, 2023 at 7pm at City Hall
  - E.3 Report of Cat & Dog Activity –Upshur County Commission-May 2023
  - E.4 FOIA Request from SteepSteel LLC re: Leases/Licenses for Cell Towers or Wireless Installation on City owned property
  - E.5 FOIA Request from SmartProcure for PO/Vendor Information from 03/08/23 to current
  - E.6 FOIA Request from James D re: DUI Cases Bodycam/Dashcam Footage from 09/12/20
  - E.7 FOIA Request from Peyton Fontenot re: Case/Arrest Report 2018
  - E.8 Upshur Co Schools Letters of Support: Morton Ave & N. Locust St Sidewalk & Lighting Project & Poundstone Riverwalk Trail Extension No. 3 Construction
  - E.9 WV Economic Development-Statewide Broadband Survey- Link to online survey: <https://broadband.wv.gov/survey/>
- F. Consent Agenda**
  - F.1 Approval of Minutes -Regular Meeting 05/16/23, 06/15/23
  - F.2 Approval of Building and Wiring Permits
  - F.3 Approval of Payment of the Bills
- G. Strategic Issues for Discussion and/or Vote**
  - G.1 Application for Solicitor-Tanner Nappe-Door to Door Selling Educational Materials
  - G.2 Approval Resolution 2023-07 Coal Tax Budget Revision #1 FY 2023/2024
  - G.3 Approval Resolution 2023-08 General Fund Budget Revision #1 FY 2023/2024



G.4 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -2<sup>nd</sup> Reading  
G.5 Discussion/Possible Vote Upshur County Commission Requesting Assistance with the Demolition of 3 Structures along Chancery & S Locust Streets and Paving of the Vacant Sites  
G.6 Approval City of Buckhannon Appointments FY 2023/2024  
G.7 Discussion/Possible Vote Property Swap between Daniel Williams and the City of Buckhannon

**H. Comments and Announcements**

H.1 Pamela Bucklew  
H.2 David McCauley  
H.3 Jack Reger  
H.4 David Thomas  
H.5 CJ Rylands  
H.6 Randall Sanders-Overview of the Upcoming WAMSB Event

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

**J. Adjournment**

POSTED 06/30/2023

**A. Call to Order:** The meeting was called to order by Mayor Skinner, followed by a moment of silence and pledge to the flag. Mayor Skinner asks that everyone remember Seth Poling, a member of the community who passed after a 9 year battle with ALS. Please add the Poling family to our thoughts and prayers.

**B. Executive Session Per WV Code § 6-9A-4 Property Matters Before the Open Session:**

**Motion Sanders/Bucklew to enter into Executive Session Per WV Code § 6-9A-4 Property Matters at 7:04 pm. Motion Carried.**

**Motion Thomas/Rylands to adjourn from Executive Session at 7:31 pm. Motion carried. Council reconvened into regular scheduled meeting.**

**C. Recognized Guests:**

**C.1: Jody Light:** Mayor recognized Jody Light, Almost Heaven BBQ Bash. On behalf of City Council, Mayor Skinner extends sincere thanks to her and her board. He has heard nothing but positive reports regarding the BBQ Bash. Ms. Light reports that Jerry Arnold and his crews went above and beyond. She has heard no negatives, only positives. She thanks City Council and the City. Council member McCauley asks if we could share some of the positives from the Facebook posts with the CVB or the City. Ms. Light stated that the CVB was not involved. Mayor Skinner said the CVB was open Friday and Saturday to hand out information, etc. Ms. Light expressed that she wants to work with them earlier next year. Recorder Sanders said he spent quite a bit of time at this festival and felt that it was probably one of, if not the most, successful events for vendors. Mayor Skinner added that we must consistently use this space as the City's event space. Council member Bucklew added that she did enjoy the event. She would like to see more portable picnic tables. Jerry Henderson stated that it is always a question if events bring in new visitors; she had two couples from Iowa and Missouri who came to Buckhannon for the first time solely for this event.

**C.2: Tanner Nappe:** Mayor recognized Tanner Nappe and without objection, moved to the table for discussion and/or vote ***G.1 Application for Solicitor, door to door selling educational materials.*** Mr. Nappe is working with an exchange program where he goes door-to-door selling education materials; books that correlate with APS. He is assigned to Upshur and Lewis counties and is staying in Clarksburg.

**Motion Sanders/McCauley to approve solicitor application for Tanner Nappe. Motion carried unanimously.**

**C.3: Brett Dusenbury, Representative for Congressman Mooney.** Mayor recognized Rhett Dusenbury, who brought greetings and support of the WAMSB Event from the Congressman.

**D. Department & Board Reports**

**D.1 Public Works Director- Jerry Arnold** – Absent. No report.

**D.2 Finance Director- Amberle Jenkins:** Ms. Jenkins noted that we need to have a public meeting separate from a City Council meeting, for the USDA grant regarding the SYCC proposed project.



Amby report 7-6-23

Balances June, 2023

General Fund mm checking	\$623,899	CD \$86,550
Historic Landmark savings	\$3,028	
Stockert Youth Center Capitol Campaign	\$440,064.72	+ 12,000 pledge =\$452,064
Coal Tax	\$32,816	
Municipal Stabilization Fund	\$918,737	
Flood Control Acct	\$78,313	
Consolidated Public Works Board	\$126,909	Cem CD \$235,332
Sales Tax	\$1,059,819	
American Rescue Plan Acct	\$1,883,700	

CAC report

Seating has been installed in the upper Balcony theatre. It is very nice.

Art26201 held the final competition of the Liars Contest in June. Bil Lepp was the special guest performer. Approximately 70 persons were in attendance.

This Friday at 8pm The Vintage Theatre group Rustic Mechanicals will perform a Comedy of Errors. Free Student tickets are still available. If anyone is listening that have student that may want to attend, please contact City Hall tomorrow.. The Rotary Club is sponsoring this event.

SYCC building application status

The application has been submitted to USDA. Stacy Karickhoff of USDA called today and talked with Jay and myself. She asked for a few more details about the anticipated expenses and we are gathering that for her. The City will need to hold a public meeting. We would like to schedule that in August if that is agreeable with City Council.

Property Demolition (REAP Grant) update:

Demo will begin next week on two properties . One on Ambrose and the other on Nona Street.

Without objection, the Mayor moved to the table for discussion and/or **vote G.2 Approval Resolution 2023-07 Coal Tax Budget Revision #1 FY 2023/2024**

RESOLUTION

2023-07

At a regular session of the municipal council, held July 6, 2023, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the **City of Buckhannon**. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number Coal Tax #1, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Randall H. Sandeen, and duly seconded by C. Clifford J. Rylander the vote thereon was as follows:

<u>J. David Thomas</u>	<u>yes</u>
<u>C. Clifford J. Rylander</u>	Yes or No
<u>Randall H. Sandeen</u>	Yes or No
<u>Robert N. Skinner</u>	Yes or No
<u>Jack Reyer</u>	Yes or No
<u>David McQuinn</u>	Yes or No
<u>Bernice Bucklew</u>	Yes

WHEREUPON, Randall H. Sandeen, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Recorder is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.



LGSD BR (Ver. 2020)  
  
Ora Ash, Deputy State Auditor  
West Virginia State Auditor's Office  
200 West Main Street  
Clarksburg, WV 26301  
Phone: 627-2415 ext. 5114  
Fax: 304-340-5090  
Email: lgs@wvsao.gov

**REQUEST FOR REVISION TO APPROVED BUDGET**  
Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists.  
(\$ 11-8-26a)  
  
City of Buckhannon  
GOVERNMENT ENTITY

CONTROL NUMBER  
Fiscal Year Ending: 6/30/2024  
Fund: 2  
Revision Number: 1  
Pages: 1 of 1

Person To Contact Regarding Request:  
Name: Amberle Jenkins  
Phone: 304-472-1651  
Fax: 304-472-0934  
Email:  
  
70 E MAIN ST  
STREET OR PO BOX  
Municipality  
Government Type  
  
BUCKHANNON 26201  
CITY ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	1,000	32,817		33,817
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 32,817

Explanation for Account # 378, Municipal Specific:  
Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category) (WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
750	Streets and Highways	16,000	32,817		48,817
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			32,817		

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

Motion Sanders/Rylands To Approve Resolution 2023-07 Coal Tax Budget Revision #1 FY 2023/2024

- Roll Call:
- Mayor Skinner: Yes
  - Randy Sanders: Yes
  - Dave Thomas: Yes.
  - CJ Rylands: Yes
  - Jack Reger: Yes
  - Dave McCauley: Yes
  - Pam Bucklew: Yes

Motion carried unanimously.

- D.3 Fire Chief- JB Kimble: Chief Kimble could not attend. Brian Elmore attended but had to leave for a fire call.
- D.4 City Attorney- Tom O'Neill: City Attorney O'Neill has been in contact with WVWC. They are working on the closings for properties and that will hopefully happen this month. He is also working on some other items.
- E. Correspondence & Information
- E.1 Notification-City Council Meeting Date of Thursday, July 20, 2023 has been Canceled due to scheduling conflicts
- E.2 Notice of Public Hearing on Proposed Ordinance No. 464 Renewing the Franchise of Cequel III



Communications II, LLC dba Optimum on Thursday, August 3, 2023 at 7pm at City Hall

CITY OF BUCKHANNON  
NOTICE OF PUBLIC HEARING

CEQUEL III COMMUNICATIONS II, LLC dba OPTIMUM  
Application for renewal of cable franchise  
Authority within the City of Buckhannon

On March 22, 2023, Cequel III Communications II, LLC, a Delaware limited liability company, doing business as Optimum, filed an application for Renewal of its franchise to operate a Cable Television system within the municipal boundaries of the City of Buckhannon, West Virginia. Optimum seeks a ten (10) year renewal of its non-exclusive cable franchise.

The City of Buckhannon will hold a PUBLIC HEARING on proposed Ordinance No. 464 - Renewing the franchise of Cequel III Communications II, LLC dba Optimum for the construction and operation of a Cable System - on Thursday, August 3, 2023 at 7:00 p.m. in the City Council Chambers at Buckhannon City Hall, 70 East Main Street, Buckhannon, West Virginia.

Anyone wishing to comment on Optimum’s application or on proposed Ordinance No. 464 may do so in person at that time and place, or in writing directed to City of Buckhannon, 70 East Main Street, Buckhannon, West Virginia 26201. Any comments must be received by that time in order to be considered.

CITY OF BUCKHANNON

Posted 06/16/23  
Publish RD 06/28/23, 07/05/23

E.3 Report of Cat & Dog Activity –Upshur County Commission-May 2023

- Cats brought in by City Trapper 0
- Cats brought in by Animal Control Officer 10
- Cats brought in by County Residents 27
- Dogs brought by Animal Control Officer 9

- E.4 FOIA Request from SteepSteel LLC re: Leases/Licenses for Cell Towers or Wireless Installation on City owned property
- E.5 FOIA Request from SmartProcure for PO/Vendor Information from 03/08/23 to current
- E.6 FOIA Request from James D re: DUI Cases Bodycam/Dashcam Footage from 09/12/20
- E.7 FOIA Request from Peyton Fontenot re: Case/Arrest Report 2018
- E.8 Upshur Co Schools Letters of Support: Morton Ave & N. Locust St Sidewalk & Lighting Project & Poundstone Riverwalk Trail Extension No. 3 Construction

Administration

Dr. Debra Harrison  
Interim Superintendent

Ms. Melinda Stewart  
Interim Assistant  
Superintendent



Board of Education

Dr. Tammy Samples, President

Mrs. Jan Craig, Vice-President

Mrs. Sherry Dean

Mr. Roy Wager

Mrs. Daya Wright

June 12, 2023

Honorable Robert N. Skinner, III  
Mayor of Buckhannon  
City Hall  
70 East Main Street  
Buckhannon, WV 26201


Re: City of Buckhannon  
Poundstone Riverwalk Trail Extension No. 3  
Letter of Support for the Construction Phase

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway’s Transportation Alternatives program for the purpose of constructing a 980 linear foot extension to the existing Poundstone Riverwalk Trail System. This grant, if approved, would assist the City in securing the funding necessary for constructing the proposed Project extension.

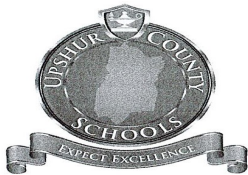
On behalf of Upshur County Schools, our organization is pleased to add our full support to the proposed Project. The benefits of expanding the Riverwalk Trail System will not only be extremely beneficial to the citizens of Upshur County, the Buckhannon community and the surrounding areas, but will also be an added asset for the area’s tourism industry. As walkers, joggers and bicyclists continue to make use of the existing Riverwalk Trail, we can say with certainty that the proposed Project will serve a valuable purpose to further enhance the experience and health of all who enjoy it.

Please let me know if we may be of further assistance to you in support of this worthwhile project.

Sincerely,  
  
Dr. Debra Harrison  
Interim Superintendent  
Upshur County Schools



Administration  
Dr. Debra Harrison  
Interim Superintendent  
Ms. Melinda Stewart  
Interim Assistant  
Superintendent



Board of Education  
Dr. Tammy Samples, President  
Mrs. Jan Craig, Vice-President  
Mrs. Sherry Dean  
Mr. Roy Wager  
Mrs. Daya Wright

June 12, 2023

Honorable Robert N. Skinner, III  
Mayor of Buckhannon  
City Hall  
70 East Main Street  
Buckhannon, WV 26201

Re: City of Buckhannon  
Morton Avenue and North Locust Street Sidewalk and Lighting Project  
Letter of Support for the Design Phase

Dear Mayor Skinner,

It is my understanding that the City of Buckhannon (City) is applying for a grant through the West Virginia Department of Transportation – Division of Highway’s Transportation Alternatives Program for the purpose of constructing safe, ADA-compliant sidewalks for community members to travel to Upshur County’s commercial area.

On behalf of Upshur County Schools, our organization is pleased to add our full support to the proposed Project. The project allows for a more viable downtown district by offering residents of the community a vehicular-free option of accessing businesses located in the commercial area.

This sidewalk and lighting project will improve the quality of life for people by providing a safe walking and bicycling environment for non-drivers, including children, older adults, and individuals with disabilities, to access daily needs.

Our organization is happy to provide any additional assistance regarding this worthwhile project.

Sincerely,

  
Dr. Debra Harrison  
Interim Superintendent  
Upshur County Schools

E.9 WV Economic Development-Statewide Broadband Survey- Link to online survey:  
<https://broadband.wv.gov/survey/>

F. Consent Agenda

F.1 Approval of Minutes –No minutes to approve.

F.2 Approval of Building and Wiring Permits



Permit Fee Report #75907-#75929

06/15/2023 - 07/05/2023

Per mit #	Applica nt Name	Applica nt Addres s	Primary Contractor	Descriptio n	Project Cost	Fee Amoun t	Electr ical Prope rty Type	Asbest os Inspection	Zonin g Appro val Date	Histo ric Prope rty	Flood Zone Area	Flood Zone /Eleva tion Certifi cate	FEMA Access ory Use
75921	FIRST UNITED METHODIST CHURCH	52 S FLORIDA	Sunny Side Construction	PLASTER REPAIR WALLS-PARSONAGE	4,000.00	38.00		Yes -If yes attach report		Yes	N/A	No	No
75915	Buckhannon Housing Authority	Hinkle Drive-Head Start #2	JD BUILDERS JOSHUA DEAN	Re-Roof Metal	23,000.00	195.50		Yes -If yes attach report		No	N/A	No	
75911	THETA XI FRATERNITY	87 S KANAWHA ST		ASBESTOS ABATEMENT BEDROOM AND HALLWAY FLOOR TILE	4,753.40	45.16		Yes -If yes attach report		Yes	N/A	No	No
75907	TOP LINE PROPERTIES	49 S FLORIDA ST	ULTIMATE ROOFING WV LLC	CONSTRUCT A SLOPE OVER EXISTING ROOF NOT DISTURBING OR REMOVING MATERIAL	10,800.00	91.80		No		Yes	N/A	No	No
					42,553.40	370.46							

Group Total: 4



Group: Demolition

75928	Jeff Clair	93 S Kanawha St	MAINLINE LLC	Razing Structure	10,000.00	20.00		Yes -If yes attach report		Yes	N/A	No	
75929	Mark Harper	191 Randolph St		Razing Structure	0.00	20.00		Yes -If yes attach report		No	N/A	No	
75914	Donna Reed	86 Pocahontas St	SUPERIOR ENVIRONMENTAL/ ASBESTOS	Demolition of 86 Pocahontas St	15,000.00	20.00		Yes -If yes attach report		No	N/A	No	
					25,000.00	60.00							

Group Total: 3

Group: No Charge

75919	City of Buckhanon	11 Nona St	SMOKEYJOE ENTERPRISED LLC	Razing Structure	11,760.00	0.00		Yes -If yes attach report		No	Zone AE	Yes-Elevation Cert. Not Required	
75920	City of Buckhanon	6 Ambrose St	SMOKEYJOE ENTERPRISED LLC	Razing Structure	11,760.00	0.00		Yes -If yes attach report		No	N/A	No	
					23,520.00	0.00							

Group Total: 2

Group: Residential (non-commercial)

75927	Leah Stankus	43 S Florida St		Concrete Driveway-City to install apron while installing sidewalks per Smith & Arnold	500.00	10.00			6/14/2023	Yes	N/A	No	
75925	Kitten Lee	162 Randolph St		Replacement damaged wood with treated lumber on rear porch 10'x12'	999.00	10.00				No	N/A	No	
75924	MICHAEL P. LIVESAY II	73 SMITHFIELD		ROOF OVER EXISTING PATIO	1,900.00	20.90		No	6/28/2023	No	N/A	No	No
75922	Brenda Lewis Eskew	100 1/2 Fayette St		Roof over existing porch	300.00	10.00				No	N/A	No	
75923	LORENTZ W HALL II	25 BOGGESS ST		REPLACEMENT DECK/PATIO 18X80 12X30	15,000.00	165.00		No	6/28/2023	No	N/A	No	No
75916	ELSIE DAFT	227 RANDOLPH ST	Bath Fitter Ohio Bath Solutions LLC	BATHROOM REMODEL	10,206.00	112.26		No		No	N/A	No	No
75917	BRENDA SONNEY	50 1/2 SMITHFIELD ST	ELITE ROOFING LLC	REROOF-SHINGLES	4,000.00	44.00		Yes -If yes attach report		Yes	N/A	No	No
75918	JOEY SLAUGHTER	62 CLEVELAND AVE	ELITE ROOFING LLC	REROOF SHINGLES	7,500.00	82.50		Yes -If yes attach report		No	Zone AE	Yes-Elevation Cert. Not Required	No
75912	TAYLOR JOHNSON	103 WOOD ST		6FT FENCE BACKYARD WOOD/CHAINLINK	500.00	10.00		No	6/21/2023	No	Zone AE	No	No



75913	Willie Dowell	142 Barbour St		Remodel Bath & Kitchen	8,000.00	88.00				No	N/A	No	
75909	TOM KEELY	320 W VICTORIA ST	JERRY COCHRAN WV HOME PRO LLC	REROOF-SHINGLES	13,000.00	143.00		Yes -If yes attach report			N/A	No	No
75910	ELIZABETH BROWN	124 RAILROAD AVE		REPLACING STEPS, REPLACING BOARD ON BACK PORCH AND UNDER BUILDING	200.00	10.00		No		No	Zone AE	Yes-Elevation Cert. Not Required	No
75908	SKIP DEGARMO	100 BARBOUR ST	Crites Electric, Inc.	INSTALL GENERATOR ON EXISTING CONCRETE PAD 30X52	9,983.00	109.81	B2 Single Family Residential (500 sq ft)	No	6/14/2023	No	N/A	No	No
					72,088.00	815.47							

Group Total: 13

Group: Residential Electrical Fee

75926	Ray Sines	9 Academy St	Spotloe Construction	Move Electrical Junction Box	2,700.00	100.00	B2 Single Family Residential (500 sq ft)			No	N/A	No	
75908	SKIP DEGARMO	100 BARBOUR ST	Crites Electric, Inc.	INSTALL GENERATOR ON EXISTING CONCRETE PAD 30X52	9,983.00	100.00	B2 Single Family Residential (500 sq ft)	No	6/14/2023	No	N/A	No	No
					12,683.00	200.00							

Group Total: 2

Group: Zoning Application Fee

75927	Leah Stankus	43 S Florida St		Concrete Driveway-City to install apron while installing sidewalks per Smith & Arnold	500.00	20.00			6/14/2023	Yes	N/A	No	
75924	MICHAEL P. LIVESAY II	73 SMITHFIELD		ROOF OVER EXISTING PATIO	1,900.00	20.00		No	6/28/2023	No	N/A	No	No
75923	LORENZ W HALL II	25 BOGGESS ST		REPLACEMENT DECK/PATIO 18X80 12X30	15,000.00	20.00		No	6/28/2023	No	N/A	No	No
75908	SKIP DEGARMO	100 BARBOUR ST	Crites Electric, Inc.	INSTALL GENERATOR ON EXISTING CONCRETE PAD 30X52	9,983.00	20.00	B2 Single Family Residential (500 sq ft)	No	6/14/2023	No	N/A	No	No
					27,383.00	80.00							

Group Total: 4

					203,227.40	1,525.93							
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F.3 Approval of Payment of the Bills



JUNE 16-30 2023 GENERAL FUND PAYMENT OF BILLS

- \$5,000.00 – LARRY T GREGORY – 2<sup>ND</sup> HALF PAYMENT FIREWORKS DISPLAY
- \$6,500.00 – GRAY, GRIFFITH & MAYS CPA-FEASIBILITY STUDY SYCC FOR USDA
- \$1,991.73 – APPLE – 13” MAC BOOK PRO
- \$1,162.10 – ROGUE FITNESS – EXERCISE EQUIPMENT FOR FIRE DEPT
- \$4,277.50– RESCUE TECH – TRAINING MANNEQUINS FOR FIRE DEPT
- \$5,175.53 – SCOTT ELECTRIC – 50AMP BREAKER, 50AMP OUTLET, 20AMP BREAKER FOR GATEWAY WEST PROJECT
- \$2,64.48 – SCOTT ELECTRIC – ELECTRICAL SUPPLIES FOR JAWBONE
- \$3,681.15 – BRUFFEY TRUCKING – #57 STONE & SAND FOR CONCRETE MIXING
- \$9,024.62 – CENTRAL SUPPLY – CONCRETE FOR MADISON ST & FLORIDA ST
- \$1,898.73 – CENTRAL SUPPLY – CONCRETE & MORTAR FOR GATEWAY WEST
- \$9,027.50 – TRADEWORX – LABOR FLORIDA ST SIDEWALKS
- \$1,665.00 – BENJAMIN LEE ARISMAN- MOWING CITY LOTS
- \$9,964.47 – LOWES-MATERIALS FOR THEATRE
- \$11,486.50 – TRADEWORX – LABOR AT THEATRE
- \$24,958.20 – MOUNTAIN STATE ELECTRICAL CO – FINAL 5% RETAINAGE FEE FEMA GENERATOR GRANT #2
- \$22,440.00 – TRADEWORX – LABOR FOR PUBLIC SAFETY COMPLEX FAÇADE
- \$5,350.02 – EPLASTICS – CLEAR PLEXI GLASS PUBLIC SAFETY TRAINING FACILITY

JUNE 16-30 2023 COAL TAX PAYMENT OF BILLS

- \$12,203.25 – CENTRAL SUPPLY – CONCRETE FOR S FLORIDA ST, SHAWNEE DR & SCOTT ST
- \$13,75.13 – TRADEWORX – LABOR FOR FLORIDA ST SIDEWALK
- \$1,665.00 – BENJAMIN LEE ARISMAN – MOWING OF CITY LOTS

07-06-2023 09:38 AM		DISBURSEMENTS 6-16-23 TO 6-30-23			PAGE: 1
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
MAYOR'S OFFICE	CITY OF BUCKHANNON GENERAL F	409-341-00	MAYOR'S SUPPLIES & M	JUNE 2023 LOC FEES	92.12
	WV MUNICIPAL LEAGUE	409-226-00	MAYOR'S INSURANCE &	GF 2ND QTR 2023 UNEMPLOYME	3.75
	WV PUBLIC EMPLOYEES RETIREME	409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	67.97
		409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	61.43
		409-106-00	MAYOR'S RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	18.01
	PAYROLL ACCOUNT (ALL DEPTS)	409-341-00	MAYOR'S SUPPLIES & M	MAY 2023 AA FEES	206.50
	DISBURSEMENTS ACCOUNT-ALL DE	409-341-00	MAYOR'S SUPPLIES & M	CREDIT FROM SUDDENLINK OVR	31.86
	LARRY T GREGORY	409-341-05	EVENT/FIREWORK EXPEN	2023 FIREWORKS DISP 2ND PY	5,000.00
	TOSHIBA FINANCIAL SERVICES	409-341-00	MAYOR'S SUPPLIES & M	JUNE 2023 CITY HALL COPIER	149.49
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	100.09
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	23.41
	MATTHEW BENDER & CO., INC	409-341-00	MAYOR'S SUPPLIES & M	WV CODE 2023 CITATOR	283.31
		409-341-00	MAYOR'S SUPPLIES & M	2023 LEGIS. REVIEW SERVICE	206.10
	PAYFLEX	409-105-00	MAYOR'S INSURANCE	GF JUNE 2023 HSA FEES	6.50
	AT&T MOBILITY	409-211-00	MAYOR'S TELEPHONE	PCRD-JUN 2023 CELL PHN & G	51.56
	FP FINANCE PROGRAM	409-218-00	MAYOR'S POSTAGE	JUNE 2023 MAILER & INSRTR	94.31
	WV NEWS	409-220-00	MAYOR'S LEGAL PUBLIC	LGL AD PLANNING COMM MEETI	43.00
		409-220-00	MAYOR'S LEGAL PUBLIC	LGL AD CABLE FRANCHISE PUB	39.66
		409-220-00	MAYOR'S LEGAL PUBLIC	CABLE FRANC PUBLIC HEARING	51.12
	AUTHORIZE.NET	409-341-00	MAYOR'S SUPPLIES & M	PCRD-MAY RECDESK CC TRANSA	14.10
ROSSMAN & CO/PCB CORP	409-341-00	MAYOR'S SUPPLIES & M	MAY 2023 UTILITY COLLECTIO	0.85	
GRAY, GRIFFITH & MAYS CPA	409-223-00	PROFESSIONAL SERVICE	FEASIBILITY STDY SYC USDA	6,500.00	
07-06-2023 09:38 AM		DISBURSEMENTS 6-16-23 TO 6-30-23			PAGE: 2
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
COUNCIL	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	1,626.03 14,671.17
	WESTFIELD INSURANCE	410-226-00	COUNCIL INSURANCE (P	4/1/23-4/1/24 QRTLY PYMT	1,515.88
	WV PUBLIC EMPLOYEES RETIREME	410-106-00	COUNCIL'S RETIREMENT	WV RETIREMENT CONTRIBUTION	18.00
	INTERNAL REVENUE SERVICE	410-104-00	COUNCIL'S F.I.C.A.	FICA WITHHELD AND MATCHED	62.00
		410-104-00	COUNCIL'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	14.50
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	1,000.00 2,610.38
	WV PUBLIC EMPLOYEES RETIREME	411-106-00	RECORDER'S RETIREMEN	WV RETIRE TIER2 CONTRIBUTI	17.29
	INTERNAL REVENUE SERVICE	411-104-00	RECORDER'S F.I.C.A.	FICA WITHHELD AND MATCHED	31.00
		411-104-00	RECORDER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	7.25
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	500.00 555.54
	WV PUBLIC EMPLOYEES RETIREME	413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	28.19
	INTERNAL REVENUE SERVICE	413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	28.19
		413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	19.42
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	4.54
	PAYFLEX	413-105-00	TREASURER'S GROUP IN	GF JUNE 2023 HSA FEES	3.25
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	313.18 396.77
	WV MUNICIPAL LEAGUE	416-226-00	POLICE JUDGE INS BON	GF 2ND QTR 2023 UNEMPLOYME	23.44
	INTERNAL REVENUE SERVICE	416-104-00	POLICE JUDGE FICA	FICA WITHHELD AND MATCHED	38.75
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	9.06 625.00 696.25
CITY ENGINEER	WV PUBLIC EMPLOYEES RETIREME	420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	74.10
	INTERNAL REVENUE SERVICE	420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	74.10
HOUSING		420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	51.51
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHE	12.05
ZONING	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	823.30 1,035.06
	WV NEWS	436-354-00	HOUSING ENFORCEMENT	LGL AD DEMO BID 11 NONA 6	41.27 41.27
CITY HALL	VINCENT SMITH	437-214-00	TRAVEL EXPENSE	REIMB MILEAGE FEB-MAY 2023	565.27
	WV PUBLIC EMPLOYEES RETIREME	437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	135.00
CITY HALL		437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	135.00
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	93.00
CITY HALL		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	21.75
	PAYFLEX	437-105-00	ZONING HEALTH INS	GF JUNE 2023 HSA FEES	3.25
CITY HALL	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023 TOTAL:	1,500.00 2,453.27
	UNIFIRST CORP.	440-216-00	CITY HALL MAINTENANC	ALL DEPT UNIFORMS JUNE 202	117.00
CITY HALL	LOWES BUSINESS ACCOUNTS	440-459-00	CITY HALL CAPITAL	SPPLS CITY HALL EXTERIOR	270.77
		440-459-00	CITY HALL CAPITAL	SPPLS CITY HALL EXTERIOR	19.90
CITY HALL		440-459-00	CITY HALL CAPITAL	SPPLS CITY HALL EXTERIOR	52.92
		440-459-00	CITY HALL CAPITAL	SPPLS CITY HALL EXTERIOR	44.05







FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	321.38
	AMAZON.COM	750-458-05	STREET DEPT PROJECTS	PCRD-3/4" GALVANIZED NUTS	140.10
		750-458-05	STREET DEPT PROJECTS	PCRD-CAM LOCK WIRE CONNECT	139.01
		750-458-05	STREET DEPT PROJECTS	PCRD-CAM TYPE PANEL MOUNT	23.49
		750-458-05	STREET DEPT PROJECTS	PCRD-CAM LOCK WIRE CONNECT	46.65
	PAYFLEX	750-105-00	STREET DEPT. GROUP I	GF JUNE 2023 HSA FEES	29.25
	AT&T MOBILITY	750-211-00	STREET DEPT. TELEPHO		414.85
	ROZELLE ENTERPRISES DBA TRAD	750-458-05	STREET DEPT PROJECTS	FLORIDA ST SIDEWALKS	9,027.50
	BENJAMIN LEE ARISMAN	750-341-00	STREET DEPT. MAT & S	MOW CITY LOTS 6/12-6/25	1,665.00
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023	22,193.50
				TOTAL:	65,621.96
PARK 30% TO CPWB	CONSOLIDATED PUBLIC WORKS BD	900-341-00	PARK-30% HOT/MOT PD	JUNE 2023 HOTEL MOTEL TAX	2,188.94
				TOTAL:	2,188.94
CVB 70% TO CVB	UPSHUR COUNTY CVB	901-235-00	HOTEL/MOTEL 70% PAID	JUNE 2023 HOTEL MOTEL TAX	5,107.51
				TOTAL:	5,107.51
ARTS-THEATRE	WESTFIELD INSURANCE	906-226-00	CAC INSURANCE & BOND	4/1/23-4/1/24 QRTLY PYMT	435.78
	LOWES BUSINESS ACCOUNTS	906-450-01	THEATRE BLDG	GARDEN HOSE	28.46
		906-450-01	THEATRE BLDG	POLY BOARD & ADHESIV	735.68
		906-450-01	THEATRE BLDG	SANDING MASKS	28.49
		906-450-01	THEATRE BLDG	WALL BASE ADHESIVE	55.26
		906-450-01	THEATRE BLDG	PAINT & PAINT SPPLS	257.78
		906-450-01	THEATRE BLDG	SILICONE & TAPE	109.58
		906-450-01	THEATRE BLDG	MORTAR & ROPE	32.22
		906-450-01	THEATRE BLDG	CONCRETE PAINT	199.49
		906-450-01	THEATRE BLDG	TOILET & VANITY	532.21
		906-450-01	THEATRE BLDG	1X12 BOARD, PVC FTTG	39.47
		906-450-01	THEATRE BLDG	RGSTRS & DUCT TAKEOF	94.08
		906-450-01	THEATRE BLDG	PAINTERS TAPE	33.24
		906-450-01	THEATRE BLDG	DRYWALL, OSB, SCREWS	34.60
		906-450-01	THEATRE BLDG	LAG BOLTS	12.70
		906-450-01	THEATRE BLDG	TILE SPACERS	26.09
		906-450-01	THEATRE BLDG	SPRAY PAINT; TAPE	36.73
		906-450-01	THEATRE BLDG	JOINT COMPOUND	46.96
		906-450-01	THEATRE BLDG	TILE, MORTAR	122.61
		906-450-01	THEATRE BLDG	CARBIDE FLUSH CUT	18.99
		906-450-01	THEATRE BLDG	SUBFLOOR, BEAD BOARD	23.99
		906-450-01	THEATRE BLDG	MASKING TAPE & PAPER	48.90
		906-450-01	THEATRE BLDG	SWING HOOK, CHAINS	186.74
		906-450-01	THEATRE BLDG	MORTAR	45.48
		906-450-01	THEATRE BLDG	INSULATION & PLYWOOD	419.82
		906-450-01	THEATRE BLDG	JOINT COMPOUND	46.73
		906-450-01	THEATRE BLDG	CORNER BEAD	9.38
		906-450-01	THEATRE BLDG	1X8X12 BOARD	33.83
		906-450-01	THEATRE BLDG	MASKING PAPER & BITS	45.53
		906-450-01	THEATRE BLDG	PAINT, SANDING SPONG	61.36
		906-450-01	THEATRE BLDG	RECIP SAW BLADES	20.09
		906-450-01	THEATRE BLDG	PAINT & HARDBOARD	67.06
		906-450-01	THEATRE BLDG	SCREWS & SHELF BRCKT	143.65
		906-450-01	THEATRE BLDG	SHELF BRACKETS	266.96
		906-450-01	THEATRE BLDG	PRIMER	33.24
		906-450-01	THEATRE BLDG	SPRAY ADHESIVE; 1X3S	72.77

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		906-450-01	THEATRE BLDG	PAINT, UNDERLAYMENT	585.09
		906-450-01	THEATRE BLDG	DOOR STOP	15.74
		906-450-01	THEATRE BLDG	ACRYLIC SHEET	142.14
		906-450-01	THEATRE BLDG	SANDING DISCS & BELT	25.31
		906-450-01	THEATRE BLDG	WIRE WHEELS	47.47
		906-450-01	THEATRE BLDG	PRIMER	18.04
		906-450-01	THEATRE BLDG	RETURN GRILLE	62.70
		906-450-01	THEATRE BLDG	SEALANT, TAPCONS	87.74
		906-450-01	THEATRE BLDG	2X12X12 BOARDS	87.32
		906-450-01	THEATRE BLDG	SPRAY ADHESIVE	180.30
		906-450-01	THEATRE BLDG	CUTTING BIT	11.39
		906-450-01	THEATRE BLDG	SPRAY ADHESIVE	234.12
		906-450-01	THEATRE BLDG	VANITY & FAUCET	278.66
		906-450-01	THEATRE BLDG	1X4S & RETURN GRILLE	62.31
		906-450-01	THEATRE BLDG	FLOOR TRIM	76.44
		906-450-01	THEATRE BLDG	WIPING CLOTHS	26.59
		906-450-01	THEATRE BLDG	CAULKING	31.66
		906-450-01	THEATRE BLDG	WIPING CLOTHS	26.59
		906-450-01	THEATRE BLDG	CONSTRCTN ADHESIVE	42.72
		906-450-01	THEATRE BLDG	SPACERS & HOLE SAW	83.49
		906-450-01	THEATRE BLDG	SCREWS	34.19
		906-450-01	THEATRE BLDG	PAINT BRSHS & SCREWS	54.51
		906-450-01	THEATRE BLDG	2X4S, OSB & REBAR	194.16
		906-450-01	THEATRE BLDG	ROOF SEALANT; SCREWS	15.22
		906-450-01	THEATRE BLDG	TILE & MORTAR	146.98
		906-450-01	THEATRE BLDG	PAINT BRUSHES & ROLL	100.32
		906-450-01	THEATRE BLDG	GROUT & GROUT SPPLS	326.00
		906-450-01	THEATRE BLDG	JOINT COMPND, BLADES	69.77
		906-450-01	THEATRE BLDG	DRYWALL & SUBFLOOR	294.72
		906-450-01	THEATRE BLDG	BLK PIPE FITTINGS	53.91
		906-450-01	THEATRE BLDG	PAINT, MOULDING	65.35
		906-450-01	THEATRE BLDG	PAINT & SUPPLIES	264.00
		906-450-01	THEATRE BLDG	ANGLED PAINT BRUSH	26.53
		906-450-01	THEATRE BLDG	TILE, MORTAR, SPACER	146.36
		906-450-01	THEATRE BLDG	MASKS & EARPLUGS	9.94
		906-450-01	THEATRE BLDG	WIPING CLOTHS	15.95
		906-450-01	THEATRE BLDG	2X4'S, SILICONE, BIT	54.04
		906-450-01	THEATRE BLDG	SPRAY ADHESIVE CAC	106.27
		906-450-01	THEATRE BLDG	CONSTRUCT ADHESIVE	70.49
		906-450-01	THEATRE BLDG	DRYWALL; SPRAY ADHES	228.75
		906-450-01	THEATRE BLDG	BIG GAP FILLER	45.81
		906-450-01	THEATRE BLDG	UTIL BLADES & PENCIL	27.78
		906-450-01	THEATRE BLDG	ALL PURPOSE PUTTY	26.11
		906-450-01	THEATRE BLDG	SCOTCH TAPE & MIXER	8.96
		906-450-01	THEATRE BLDG	TAPCONS & MASON BIT	47.78
		906-450-01	THEATRE BLDG	TILE	222.32
		906-450-01	THEATRE BLDG	PAINT; CAULKING	33.71
		906-450-01	THEATRE BLDG	TILE EDGE TRIM	55.50
		906-450-01	THEATRE BLDG	ANCHORS, DRILL BITS	31.28
		906-450-01	THEATRE BLDG	POLY BOARD INSULATIO	611.80
		906-450-01	THEATRE BLDG	INSULATION & DRYWLL	110.19
		906-450-01	THEATRE BLDG	3 WIRE PLUG	16.48
		906-450-01	THEATRE BLDG	MIRROR HOLDER	10.56
		906-450-01	THEATRE BLDG	50LB CONCRETE REPAIR	223.05



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FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		906-450-01	THEATRE BLDG	PAINT THEATRE	68.66
		906-450-01	THEATRE BLDG	WIRE WHEELS	12.32
		906-341-00	CAC SUPPLIES & EXPEN	CLEANER THEATRE	37.35
	DODSON BROS EXTERMINATING CO	906-216-00	THEATRE MAINTENANCE/	JUN THEATRE PEST CNTRL	100.00
	WV MUNICIPAL LEAGUE	906-341-00	CAC SUPPLIES & EXPEN	GF 2ND QTR 2023 UNEMPLOYME	5.11
	WV PUBLIC EMPLOYEES RETIREME	906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	119.81
		906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	108.00
	DISBURSEMENTS ACCOUNT-ALL DE	906-105-00	CAC HEALTH INS	HSA FEE ANN WILSON	1,000.00
	INTERNAL REVENUE SERVICE	906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	82.54
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	19.30
	AT&T MOBILITY	906-213-00	CAC UTILITIES		50.52
	ROZELLE ENTERPRISES DBA TRAD	906-450-01	THEATRE BLDG	LABOR - THEATRE 6/5-6/30	9,674.00
		906-450-01	THEATRE BLDG	LABOR - THEATRE 6/5-6/30	1,812.50
	SOUTH END GLASS	906-450-01	THEATRE BLDG	GLASS- DISPLAY BOXES CAC	236.00
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023	1,331.25
				TOTAL:	24,937.92
STOCKERT YOUTH CENTER	A F WENDLING INC	907-360-00	CAMP BUCANNEER SUPPL	TOILET PAPER SYC	171.10
		907-360-00	CAMP BUCANNEER SUPPL	PAPER TOWELS SYC	36.18
	UNIFIRST CORP.	907-216-00	MAINTENANCE	ALL DEPT UNIFORMS JUNE 202	84.72
	RITE-WAY HEATING & PLUMBING	907-216-00	MAINTENANCE	FLUSH HANDLE & FLAPPER	9.58
		907-216-00	MAINTENANCE	FAUCET SUPPLY LINE	4.50
	J T MARTIN COMPANY INC	907-216-00	MAINTENANCE	RECHARGE FIRE EXTINGUISHE	71.96
	MOUNTAINEER GAS COMPANY	907-213-00	UTILITIES	383925-483167 70 E MAIN ST	417.90
	WESTFIELD INSURANCE	907-226-00	INSURANCE & BONDS	4/1/23-4/1/24 QRTL PYMT	887.38
	MICROSOFT STORE	907-341-01	OPERATING EXPENSES	PCRD-MICROSOFT 365 SUBSRIP	106.99
	ACE HARDWARE & CONTRACTOR SU	907-216-00	MAINTENANCE	REPL BROKEN FAUCET	49.99
	WV MUNICIPAL LEAGUE	907-226-00	INSURANCE & BONDS	GF 2ND QTR 2023 UNEMPLOYME	271.28
	WV PUBLIC EMPLOYEES RETIREME	907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	205.20
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	205.03
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	267.20
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	220.50
	BUCKHANNON POSTMASTER	907-218-00	POSTAGE	PERMIT #10 POSTAGE	250.00
	WALMART STORES INC -BUCKHANN	907-360-00	CAMP BUCANNEER SUPPL	CAMP SUPPLIES	47.12
		907-360-00	CAMP BUCANNEER SUPPL	CAMP BUCCANEER SUPPLIES	34.27
	INTERNAL REVENUE SERVICE	907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	746.68
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	174.62
	PAYFLEX	907-105-00	GROUP INSURANCE	GF JUNE 2023 HSA FEES	13.00
	AT&T MOBILITY	907-211-00	TELEPHONES		38.85
	SAMS CLUB	907-360-00	CAMP BUCANNEER SUPPL	PCRD-CAMP BUCANNEER SUPPLI	477.50
	CRAZY HARRY'S GREENHOUSE LLC	907-360-00	CAMP BUCANNEER SUPPL	PCRD-PLANTS FOR GARGENING	11.96
	HOVATTERS WILDLIFE ZOO	907-360-00	CAMP BUCANNEER SUPPL	PCRD-ADMISSION TO ZOO	472.00
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023	12,043.15
				TOTAL:	17,318.66
CONVENTION CENTER	WV MUNICIPAL LEAGUE	910-341-00	EVENT CENTER SUPPLIE	GF 2ND QTR 2023 UNEMPLOYME	16.64
	INTERNAL REVENUE SERVICE	910-104-00	FICA TAX	FICA WITHHELD AND MATCHED	3.26
		910-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	0.76
	**PAYROLL EXPENSES			6/16/2023 - 6/30/2023	52.50
				TOTAL:	73.16
PUBLIC SAFETY	UNIFIRST CORP.	976-216-00	SAFETY COMPLEX MAINT	ALL DEPT UNIFORMS JUNE 202	53.50
	MOUNTAINEER GAS COMPANY	976-213-00	SAFETY COMPLEX UTILI	383931-483167 20 S FLORIDA	306.29
	WESTFIELD INSURANCE	976-226-00	SAFETY COMPLEX INSUR	4/1/23-4/1/24 QRTL PYMT	637.27

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FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	LOWES BUSINESS ACCOUNTS	976-459-00	SAFETY COMPLEX CAPIT	5GAL BUCKETS	18.92
		976-459-00	SAFETY COMPLEX CAPIT	2X6X12 BOARDS	62.02
		976-459-00	SAFETY COMPLEX CAPIT	XYLENE & 5GAL BUCKET	43.21
		976-459-00	SAFETY COMPLEX CAPIT	FEMALE HOSE REPAIR	5.21
		976-459-00	SAFETY COMPLEX CAPIT	PAINT SUPPLIES PSC FACADE	97.47
		976-459-00	SAFETY COMPLEX CAPIT	HOLE PLUGS & PENCILS	9.33
		976-459-00	SAFETY COMPLEX CAPIT	SPRAYER TIPS & EXTEN	137.04
		976-459-00	SAFETY COMPLEX CAPIT	DUCT TAPE	41.72
		976-459-00	SAFETY COMPLEX CAPIT	RESPIRATOR	108.72
		976-459-00	SAFETY COMPLEX CAPIT	MASKING PAPER	40.51
		976-459-00	SAFETY COMPLEX CAPIT	MASKS & HOLE PLUGS	118.22
	SHERWIN WILLIAMS-ELKINS	976-459-00	SAFETY COMPLEX CAPIT	RED PAINT PSC FACADE	112.50
		976-459-00	SAFETY COMPLEX CAPIT	RED PAINT PSC FACADE	143.85
	MOUNTAIN STATE ELECTRICAL CO	976-459-35	FEMA GRANT#2 GENERAT	FINAL 5% RETAINAGE FEE	24,958.20
	DODSON BROS EXTERMINATING CO	976-216-00	SAFETY COMPLEX MAINT	JUNE 2023 POLICE PEST CONT	45.00
	CIVIL & ENVIROMENTAL CONSULT	976-459-36	FEMA GRANT#1 GENERAT	ENGINEER REVIEW STEEL PLA	196.50
	AMAZON.COM	976-459-00	SAFETY COMPLEX CAPIT	PCRD-LED WALL PACK LGHTS	719.98
	LYNX WV INC	976-213-00	SAFETY COMPLEX UTILI	JUNE 2023 PSC INTERNET	150.00
	ROZELLE ENTERPRISES DBA TRAD	976-459-00	SAFETY COMPLEX CAPIT	PSC FACADE LABOR 6/5-6/30	18,565.00
		976-459-00	SAFETY COMPLEX CAPIT	PSC FACADE LABOR 6/5-6/30	3,875.00
	EPLASTICS	976-459-01	PUBLIC SAFETY TRAINI	PCRD-CLEAR PLEXI GLASS	5,350.02
	TOTAL:				

Motion Rylands/Reger to approve the consent agenda. Motion carried unanimously.

G. Strategic Issues for Discussion and/or Vote

G.1 Application for Solicitor-Tanner Nappe-Door to Door Selling Educational Materials: Discussed and voted on previously in the meeting.

G.2 Approval Resolution 2023-07 Coal Tax Budget Revision #1 FY 2023/2024: Discussed and voted on previously in the meeting.

G.3 Approval Resolution 2023-08 General Fund Budget Revision #1 FY 2023/2024

Motion Rylands/McCauley to approve 2023-08 General Fund Budget Revision #1 FY 2023/2023 Mr. Sanders calls for roll call.



Roll Call:  
Mayor Skinner: Yes.  
Randy Sanders: Yes.  
Dave Thomas: Yes.  
CJ Rylands: Yes.  
Jack Reger: Yes.  
Dave McCauley: Yes.  
Pam Bucklew: Yes.

Motion carried unanimously.

RESOLUTION

2023-08

At a regular session of the municipal council, held July 6, 2023, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the City of Buckhannon. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number General Fund #1, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by C. Howard J. Rylands, and duly seconded by David McCauley the vote thereon was as follows:

J. David Thomas Yes  
C. Howard J. Rylands Yes  
Randy H. Sanders Yes  
Robert A. Skinner Yes  
Jack Reger Yes  
David McCauley Yes  
Pamela Bucklew Yes

WHEREUPON, Randy H. Sanders, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Recorder is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

LGSD BR (Ver. 2020)

Ora Ash, Deputy State Auditor  
West Virginia State Auditor's Office  
200 West Main Street  
Clarksburg, WV 26301  
Phone: 627-2415 ext. 5114  
Fax: 304-340-5090  
Email: lgs@wvsao.gov

Person To Contact Regarding Request:  
Name: Amberle Jenkins  
Phone: 304-472-1651  
Fax: 304-472-0934  
Email:

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

City of Buckhannon  
GOVERNMENT ENTITY

70 E MAIN ST  
STREET OR PO BOX  
BUCKHANNON 26201  
CITY ZIP CODE

CONTROL NUMBER  
Fiscal Year Ending: 6/30/2024  
Fund: 1  
Revision Number: 1  
Pages: 1 of 1

Municipality  
Government Type

REVENUES: (net each acct.)					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	750,000		39,550	710,450
366	State Government Grants	10,000	10,000		20,000
399	Miscellaneous Revenues	20,000	10,000		30,000
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			-19,550		
Explanation for Account # 378, Municipal Specific:					
Explanation for Account # 369, Contributions from Other Funds:					
EXPENDITURES: (net each account category)					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	200,450	20,000		220,450
750	Streets and Highways	1,668,576		39,550	1,629,026
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			-19,550		
APPROVED BY THE STATE AUDITOR					
BY: Deputy State Auditor, Local Government Services Division		Date		APPROVAL DATE	



Mayor Skinner thanks Ms. Jenkins, Barb Hinkle, and everyone who worked on the budget for their hard work.

**G.4 Approval Ordinance No. 464 Franchise Renewal-Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable System -2<sup>nd</sup> Reading:** City Council proceeded with the second reading of the ordinance. Council member McCauley read scripted remarks and requests that we table the vote until we can investigate further. Mayor Skinner stated that the survey results were reviewed by the TV Cable Board. Mr. Clark Barnes, Orion Strategies-Public Relations Representative for Optimum discussed steps Optimum has taken to deal with any issue they are aware of. He stated that they would never discourage us from having legal representation examine the franchise renewal.

Talking points from Council member David McCauley:

SUDDENLINK/OPTIMUM CAB:LE FRANCHISE RENEWAL TALKING POINTS JULY 6, 2023

- 1) This proposed franchise agreement has not had ANY legal review by anyone on behalf of the City of Buckhannon. Our City Attorney is an employee for Altice that owns Suddenlink/Optimum. At the very least, Buckhannon should table consideration of this agreement until it's been properly reviewed by a legal representative working for our City.
- 2) The City Council has not had the opportunity to see the recently administered survey. What was the point of that survey, if the governing body with the exception of the mayor does not have access to that data? Did 50% or more of our citizenry actually voice their displeasure with Suddenlink?
- 3) Just last year, in 2022, the West Virginia Public Service Commission cited Suddenlink/Altice for egregious conduct. More specifically, PSC Chair Charlotte Lane found:

““Suddenlink’s conduct and performance with respect to its operations in West Virginia have been nothing short of egregious,” PSC chairman Charlotte Lane said in the statement. “There is no excuse for its conduct except to increase its bottom line, doing so with a blatant disregard for its subscribers. Suddenlink should be penalized for its actions.” The \$2.2 million fine by our State Public Service Commission may be the largest fine imposed by the PSC against any publicly regulated or monitored utility in State history. “Lane met with Suddenlink representatives last year [2021] about more than 1,900 complaints the agency received about the company’s service. Among the complaints were service restoration delays, billing errors, customers being unable to place orders for service or contact workers over their service status.

- 4) As part of its strategy to stifle the State’s more than year-long investigation into Suddenlink’s/Altice’s “egregious” conduct, the company sought to muzzle various employees who subsequently were subpoenaed by the PSC as part of the State’s investigation, including our regional manager, Peter Brown (subpoena dated Sept. 21, 2021, who was earlier discharged by the company. Employees with severance packages were subjected to loss of benefits if they spoke out about the company’s misbehavior.
- 5) In the year following the investigation with the scathing State findings & the multi-million dollar fine imposition, Suddenlink, rebranded itself as Optimum but it is still owned & operated by Altice- According to Wikipedia: “Altice Europe N.V. (commonly known as Altice) is a French multinational telecommunications and mass media company with official headquarters in the Netherlands, founded and headed by the French-Israeli billionaire businessman Patrick Drahi, and

the second largest telecoms company in France, behind Orange. It had a market capitalization of €13.7 billion in December 2017, and a market cap of less than €6 billion in June 2019, an 80% decline for the stock since Drahi financed the business with debt.<sup>[1][2]</sup> In 2016, the company had over 50 million internet, TV, and phone customers in Western Europe, Israel, the United States (where it formerly operated) and the Caribbean.<sup>[3]</sup> Altice formerly owned a subsidiary in the USA until that company, while retaining the Altice name, was spun off through an IPO in June 2019, making the former USA division independent from the rest of Altice but retaining the same chairman, Patrick Drahi, and the same logo.<sup>[4]</sup>

- 6) Optimum/Altice’s current proposal seeks a 10-year franchise renewal. The more recent franchise renewals by Buckhannon were for five to seven years. Is it prudent to give even a longer franchise term to Optimum/Suddenlink/Altice given their recent egregious conduct?
- 7) With respect to Buckhannon’s Channel 3- PEG channels are not mandated by federal law; rather, they are a right given to the franchising authority [here the City], which it may choose to exercise. If the franchise authority does require PEG channels, that requirement will be set out in the franchise agreement between the franchising authority and the cable operator.

In accordance with applicable franchise agreements, local franchising authorities or cable operators may adopt on their own, non-content-based rules governing the use of PEG channels. For example, rules may be adopted for allocating time among competing applicants on a reasonable basis, minimum production standards may be required, or users may be required to undergo training.

**Motion Sanders/Thomas to approve the 2<sup>nd</sup> Reading of Ordinance No. 464 Franchise Renewal Cequel III Communications II, LLC dba OPTIMUM for the Construction and Operation of a Cable**



**System. Motion carried with no votes from Council members Rylands and McCauley.**

**ORDINANCE NO. 464**

**An Ordinance of the City of Buckhannon, West Virginia, Renewing a Franchise  
Granted to Cequel III Communications II, LLC  
For the Construction and Operation of a Cable System**

The City of Buckhannon, West Virginia, having determined that the financial, legal, and technical ability of Cequel III Communications II, LLC, is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF BUCKHANNON, AS FOLLOWS:

**1. DEFINITIONS.**

For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with the Company.
- b. "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. "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.
- d. "Cable System" shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. §522(7), as amended.
- e. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- f. "Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System.
- g. "City" means the City of Buckhannon, or the lawful successor, transferee, or assignee thereof.
- h. "Company" means Cequel III Communications II, LLC, or the lawful successor, transferee, or assignee thereof.
- i. "Gross Revenues" means the monthly revenues for the provision of Cable Service received by the Company directly from Subscribers located within the Service Area. "Gross Revenues" does not include: (a) any tax, fee, or assessment of any kind imposed directly or indirectly by City or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such; and (b) unrecovered bad debt.
- j. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- k. "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 the City in the Service Area which shall entitle the City and the Company 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 City 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 the City and the Company to the use thereof for the purposes of installing or transmitting the Company'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.
- l. "Service Area" means the present incorporated areas within the boundaries of the City, and any other areas later annexed thereto.
- m. "Subscriber" means a user of the Cable System who lawfully receives Cable Service with the Company's express permission.
- n. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**2. GRANT OF AUTHORITY.**



The City grants to the Company the nonexclusive right and privilege, within all areas of the City of Buckhannon, West Virginia, as described in Attachment A hereto, to construct, maintain, and operate in, or, over and under the present and future public streets, alleys, rights-of-way and public places within the City, such as towers, poles, lines, cables, wiring and all related equipment for the purpose of receiving, amplifying and distributing television, radio, audio, video or any other telecommunications signal or service within said City and to inhabitants hereof. The Company shall have further right to enter into arrangements for the attachment onto or use of facilities owned or operated by public utilities operating within the City.

### 3. TERMS OF AGREEMENT.

a. Term. The nonexclusive franchise granted herein shall be for a term of ten (10) years, commencing and effective upon on the 1st day of July 2023 and terminating at midnight on the 30th day of June 2033, unless otherwise lawfully terminated in accordance with the terms of this Agreement.

b. Competitive Neutrality. If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the rights-of-way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services, the City hereby agrees that it will notify Company prior to the effective date of the existence of such exemption or authorization, and, upon a request from Company, as a matter of law, Company's Franchise will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing equivalent terms and conditions as such other Person(s) on a competitively neutral basis.

c. Renewal of Franchise. By mutual consent, the Company shall have the option to renew this Franchise for an additional period not to exceed ten (10) years. Should the Company desire to exercise this option, it shall so notify the City in writing, not less than three (3) months prior to expiration of this Franchise.

### 4. CONDITIONS OF STREET AND ROAD OCCUPANCY AND SYSTEM CONSTRUCTION.

a. Use: All transmission and distribution structures, lines and equipment erected by the Company within the City shall be located as to cause minimum interference with other proper use of the public streets, alleys, ways and places located within the City, and as to cause a minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public streets, alleys, ways, or places. The use of public highways and other public places shall be subject to:

i. All applicable state statutes, municipal ordinances and all applicable rules and orders of the West Virginia Public Service Commission governing the construction, maintenance and removal of overhead and underground facilities of public utilities;

ii. For (county highways/City streets), all applicable rules adopted by the governing body of the City in which the (highways/streets) are situated; and

iii. For state or federal-aid highways, all public welfare rules adopted by the West Virginia Department of Transportation, Highways Division.

b. Restoration: In cases of any disturbance of pavements, sidewalks, lawns, roadways, or other surfacing, the Company shall, at its own expense and in a manner approved by the City, replace and restore such places or disturbed to as good a condition as before said work was commenced. The Company shall also be required to consult with the Highways Division regarding any disturbance of pavement, roadway or other rights-of-way as may be under the jurisdiction and control of the Highways Division.

c. Relocation: In the event that at any time during the period of this agreement, the City or the Highways Division shall lawfully elect to change the grade or location of any public street, alley, way, or place, the Company, upon reasonable notice by the City or the Highways Division, as the case may be, shall remove, re-lay and re-locate its equipment at its own expense. All such alterations shall be subject to the approval of the City and the Highways Division.

d. Placement of Fixtures: The Company shall not place any fixtures or equipment where the same shall interfere with any gas, electric, communications, fire alarms, sewer or water lines, fixtures or equipment, and the location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said public streets, alleys, ways, and places, and the use of the same for gas, electric, communications, fire alarms, sewer and water lines, fixtures and equipment.

e. Easements: In the use of easements dedicated to compatible uses, the Company shall ensure:

i. That the safety, functioning and appearance of the property and the convenience and safety of other persons is not adversely affected by the installation or construction of facilities necessary for the cable system;

ii. That the cost of the installation, construction, or operation of facilities is borne by the Company or subscribers, or a combination of both; and

iii. That the owner of the property is justly compensated by the Company for any damages caused by the installation, construction, operation or removal of facilities by the Company, its employees or contractors.

f. Permitting. To the extent that the installation, repair and/or maintenance by the Company of any component of the Cable System is lawfully subject to permitting and/or review by the City pursuant to generally applicable law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than



those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the City shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, “unreasonably delay” shall mean the City’s failure to act on a permit application within thirty (30) days of its submission by the Company, in which case such permit shall be deemed granted under applicable law.

## **5. SERVICES TO BE PROVIDED BY THE COMPANY.**

a. Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Agreement, substantially complies with the material provisions hereof. The Company is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever the Company shall receive a request for service from at least thirty (30) residences per linear mile of trunk or distribution cable, it shall extend its Cable System to such residents at no cost to such Subscribers 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 Cable System, or as provided for under subsection 5(b) of this Agreement.

b. Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of fewer than thirty (30) residences per linear mile of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. Potential subscribers shall bear the costs of the construction and other costs on a pro rata basis. The Company may require payment in advance of the capital contribution in aid of construction borne by such potential subscribers.

c. Pole Attachments. Utility poles owned by the City or an affiliated entity shall be available for use by the Company. The Company shall pay no more than the cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate.

d. Free Cable Service. Subject to Section 5(a) of this Agreement, and federal law and FCC rules and orders, Grantee shall install at no cost to the City, 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 City, to the Stockert Youth Center located at 79 East Main Street, the Dessie Graves Senior Center on Senior Drive, each station of the City Fire and Police Departments, City Hall, the Charles W. Gibson Memorial Library, and when requested by the City Council, to such other buildings which are municipally owned, operated or otherwise substantially utilized by the City. The total number of physical locations designated for Free Service owned, operated, or substantially utilized by the City shall not exceed twelve (12) locations.

e. The Company shall provide the City, upon appropriate authorization (and payment), and upon at least one hundred twenty (120) days advanced written notice, facilities and equipment for transmission of information relating to law enforcement, fire protection, rescue services or all other public emergencies as may be necessary or desirable for the safety and welfare of the citizens of the City to the Office of the County Emergency Services or as directed by the City. The facilities to be provided include access to one PEG channel without charge for the transmission of information relating to law enforcement, fire protection, rescue services, or other public safety messages. The Company shall comply with the regulations of the Federal Communications Commission (FCC) for the operation of the Emergency Alert System as set forth under 47 C.F.R. Section 11.

f. The Company shall offer to all Subscribers within the City service of signal and viewing quality that is in compliance with all FCC technical standards.

g. The Company shall conduct its business with its subscribers in accordance with all FCC Customer Service Standards.

h. The Company shall designate at least ten percent of all its channels for public, educational or governmental (PEG) use, provided, however, that the Company shall not be required to designate more than three (3) such channels for such public, educational or governmental use. Upon request by the City, at least one such designated channel is to be carried as part of the basic service tier.

i. The Company agrees that it will not abandon areas presently served by this Cable System(s) without the agreement of the City, unless such areas and residents therein are being served by another cable system, or unless unreasonable costs are imposed for the continued use of a private right-of-way necessary for providing service to such areas.

## **6. CONDITION OF EQUIPMENT.**

The Company shall maintain all of its lines, rights-of-way and equipment in good and safe condition and shall at all times construct and maintain its fixtures of equipment in compliance with the requirements of the National Electrical Safety Code and the National Electrical Code.

## **7. PROCEDURES FOR RESTORING INTERRUPTED SERVICE AND IMPROVING SUBSTANDARD SERVICE**

a. The Company, for the purpose of restoring interrupted service and improving substandard service, shall be able to receive calls twenty-four hours a day, seven days a week, and shall have one or more qualified persons as may be necessary to repair the Cable System.



b. The Company shall restore interrupted service not later than twenty-four hours after being notified by a subscriber that service has been interrupted, unless: (1) service cannot be restored until another Person repairs facilities owned by such Person and leased to, or required for the operation of, the Cable Service; (2) the interruption was caused by an act of nature; or (3) the Company is unable to restore service within twenty-four hours due to extenuating circumstances. In the event of such extenuating circumstances, the Company shall restore service as soon as feasible and then submit a written notice to the Public Service Commission of West Virginia or the City, indicating that service has been restored and explaining the nature of the extenuating circumstances.

**8. CREDIT OR REFUND FOR INTERRUPTED SERVICE.**

a. If cable service to a Subscriber is interrupted for more than twenty-four continuous hours for any reason within Company’s control, such Subscriber shall, upon request, receive a credit or refund within sixty (60) days from the Company in an amount that represents the proportionate share of such service not received in a billing period, provided that such interruption was not caused by the Subscriber.

b. The Company shall comply with any viewing time reliability standards for cable operators established by the Public Service Commission of West Virginia.

**9. OFFICE OPERATING REQUIREMENTS, OFFICE HOURS.**

The Company shall operate a business office in or near the Service Area, or as otherwise approved by the City or by the Public Service Commission of West Virginia. The office shall be open during normal business hours. The Company shall operate sufficient telephone lines, including a publicly and locally listed toll-free number or any other free calling option, staffed by a Company customer service representative during normal business hours.

**10. NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE AND BILLING**

- a. Annually the Company shall mail to each of its Subscribers a notice which:
  - i. Informs Subscribers how to communicate their views and complaints to the cable operator and to the Public Service Commission of West Virginia;
  - ii. States the responsibility of the Public Service Commission to receive and act on consumer complaints other than channel selection, programming and rates. concerning the operation of a Cable System;
  - iii. States the policy regarding the method by which Subscribers may request pro rata credit as described in section seven of this Agreement; and
  - iv. States the policy regarding billing practices, late fees, and other service charges.

b. The notice shall be in nontechnical language, understandable by the general public, and in a convenient format. On or before the thirtieth day of January of each year, the operator shall certify to the City and the Public Service Commission that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

**11. RECORDING OF SUBSCRIBER COMPLAINTS.**

a. The Company shall keep a record or log of all complaints received regarding quality of service, rates, programming, equipment malfunctions, billing procedure, employee relations with Subscribers and similar matters as may be prescribed by the Public Service Commission of West Virginia. The records shall be maintained for a period of two years.

- b. The record or log shall contain the following information on each complaint received:
  - i. Date, time, nature of complaint;
  - ii. Name, address, telephone number of complainant;
  - iii. Investigation of complaint; and
  - iv. Manner and time of resolution of complaint.

c. Consistent with the subscriber privacy provisions contained in 47 U.S.C. Section 551 or as otherwise provided by federal law, every cable operator shall make the logs or records, or both, of such complaints available to any authorized agent of the Public Service Commission of West Virginia and the City, upon request during normal business hours for on-site review.

**12. INDEMNIFICATION BY THE COMPANY OF THE CITY.**

a. The Company, its successors and assigns, shall indemnify and hold harmless the City from any liability whatsoever for any damage or injury caused to any person or property by the actions or omissions of the Company on account of the franchise granted by this agreement. The Company shall take out and maintain during the term of this agreement general liability insurance with the following minimum coverage limits:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000.00 per occurrence,



	Combined Single Liability (C.S.L) \$2,000,000.00 General Aggregate
Auto Liability, including coverage on all owned, non-owned hired autos	\$1,000,000.00 per occurrence C.S.L.
Umbrella Liability	\$1,000,000.00 per occurrence C.S.L.

Where the insurance provides separately for personal injury and property damage, the combined limits of the two coverages shall be no less than the per occurrence and aggregate limits set forth above. The Company shall protect the City from claims for said damages arising out of the exercise of rights and privileges and operations under this agreement. Prior to the exercise of any rights under this agreement, Certificates of Insurance shall be filed and deposited with the Clerk of the City.

b. Upon receipt of notice in writing from the state, county and/or municipality, the Company shall, at its own expense, defend any action or proceeding against the state, county and/or municipality in which it is claimed that personal injury or property damage was caused by activities or omissions of the Company in the installation, operation or maintenance of its Cable System.

### 13. FRANCHISE FEE.

a. Beginning sixty (60) days after the effective date of this Agreement, Company shall pay to City a franchise fee equal to Five percent (5%) of Gross Revenues from the provision of Cable Services within the Franchise Area received by Company on a quarterly basis; provided, however, that Company may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by City or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 3 month period applicable under the Franchise for the computation of the franchise fee shall be a calendar quarter, unless otherwise agreed to in writing by City and Company. The franchise fee payment shall be due and payable thirty (30) days after the close of the preceding calendar quarter. Company may use electronic funds transfer to make any payments to the City required under this Agreement. A brief report prepared by a representative of the Company showing the basis for the Franchise Fee computation shall be provided to the City.

b. In the event of any annexation by the City, the City shall notify the Grantee accordingly, and the Grantee shall then immediately thereafter include such Subscribers in its calculation of the City's Franchise Fees. Any franchise agreement subsequently negotiated by the Grantee with the City during this franchise term shall not be inconsistent with the annexation provisions hereof and further as are set forth pursuant to Sections 1(l) and 5(a) hereof.

c. The amount of the Franchise Fee to be paid to the City shall be reviewable upon the third, sixth, and ninth anniversary dates of the date of the granting of the Franchise, and upon such date the City shall have the right to change the amount and method of calculating the Franchise Fee; provided however, that: (1) such changes are in conformity with the limits set in federal and state law; (2) such changes are imposed on all Persons providing Cable Service within the territorial limits of the City; and (3) the Company shall have sixty (60) days to implement said changes so that the correct Franchise Fee may be calculated and the collection thereof imposed on Subscribers.

d. 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 Company is due. Unless within three (3) years from and after such payment due date City initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and City shall be stopped from asserting any claims whatsoever against Company relating to alleged franchise fee deficiencies.

e. The imposition and collection of any Franchise Fee under this Agreement shall not affect the collection of the annual fee or document fees by the West Virginia Public Service Commission as set forth in West Virginia Code §§ 24D-1-20 and 24D-1-25 and rules thereunder. Further, the Franchise Fee set forth in this agreement together with any state annual fee, document fee, or other fee considered under federal law to be a franchise fee shall never exceed the maximum amount prescribed by federal or state law.

f. Nothing contained herein shall prevent the Company from collecting any or all such Franchise Fee as an addition to its regular charges, by listing them as a separate line on its invoiced to the Subscriber.

### 14. NON-LIABILITY OF CITY.

The City shall not be liable for interrupting the Company's service caused by employees of the City in the proper performance of their duties.

### 15. RATES.

a. The Company shall file with the City and keep current a schedule of its rates charged, or where no such rates are yet charged then its initially proposed rates, for each tier or Cable Service. The posting of such rates on Company's website shall be sufficient to meet the requirements of this section.

b. The Company shall inform the City of the charge for any connection fee, any reconnection fee, and any fee for an unwarranted service technician visit. The posting of such fees on Company's website shall be sufficient to meet



the requirements of this section In addition, the Company agrees that it will bill monthly and calculate any late payment charge in conformity with 150 CSR 26.17 regardless of whether credit has been extended.

c. To the extent permitted by federal law, the Public Service Commission of West Virginia shall regulate basic cable service rates to ensure that they are just and reasonable both to the public and to the cable operator and are not unduly discriminatory.

d. The Company shall provide 30 days written notice to Subscribers prior to any change in Cable Service rates or programming offered on the Cable System.

#### **16. REMOVAL OF PROPERTY AT TERMINATION OF AGREEMENT.**

In the event this franchise agreement is terminated for any reason, or if the Company, or its successors, cease to exercise its rights and privileges pursuant to the terms of this agreement , then, in such event, all poles, lines, cables, wiring and other apparatus erected, installed or deposited by the Company or its successors within the City shall be properly removed at the Company's own expense unless otherwise agreed to by the parties. Further, unless otherwise agreed to, property not removed within six months of termination will be considered abandoned and the Company shall be liable for the cost of removal.

#### **17. REVOCATION ALTERATION OR SUSPENSION OF CABLE FRANCHISE PENALTIES.**

a. Subject to federal law, This cable franchise may be revoked by the City following procedures described in this Section 17 for the following reasons:

- i. For making material false or misleading statements in, or for material omissions from, any application or proposal or other filing made with the City;
- ii. For repeated failure to maintain signal quality under the standards prescribed by the Public Service Commission of West Virginia;
- iii. For any sale, lease, assignment or other transfer of its cable franchise without the consent of the City as proscribed in Section 19 of this Agreement;
- iv. Except when commercially impracticable, for unreasonable delay in construction or operation, as well as for unreasonably and intentionally withholding of the extension of Cable Service to any person in the franchise Service Area in contravention of the provisions of Section 5 of this Agreement;
- v. For material violation of the terms of its Cable Franchise;
- vi. For failure to substantially comply with WVA Code § 24D-1-1 et seq. or any rules, regulations or orders prescribed by the Public Service Commission of West Virginia;
- vii. For substantial violation of its filed schedule of terms and conditions of service: and
- viii. For engaging in any unfair or deceptive act or practice.

b. In lieu of, or in addition to, the relief provided by subsections (a) hereof, the City may fine a cable operator, for each violation under the provisions of this section, pursuant to the notice and hearing procedures set forth in subsections (c) through (f) of this Section 17, in an amount not less than fifty dollars nor more than five thousand dollars for each violation. Each day's continuance of a violation may be treated as a separate violation.

c. Notice of Violation. In the event that the City believes that the Company has not complied with the terms of the Franchise, it shall notify the Company in writing of the exact nature of the alleged default.

d. Company's Right to Cure or Respond. The Company shall have sixty (60) days from receipt of the notice described in Section 17(c): (a) to respond to City 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 City of the steps being taken and the projected date that they will be completed.

e. Public Hearing. In the event that the Company fails to respond to the notice described in Section 17(c) pursuant to the procedures set forth in Section 17(d), or in the event that the alleged default is not remedied within one hundred twenty (120) days after the Company is notified of the alleged default pursuant to Section 17(c), the City shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no fewer than five (5) business days therefrom. The City shall notify the Company of the time and place of such meeting and provide the Company with an opportunity to be heard.

f. Enforcement. Subject to applicable federal and state law, in the event the City determines, after such meeting, that the Company is in default of any provision of the Franchise, the City may:

- i. 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 the City reasonably determines is necessary to remedy the default;



- ii. Commence an action at law for monetary damages or seek other equitable relief;
- iii. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked pursuant to Section 16(b) of this Agreement; or
- iv. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

g. Acts of God. Company shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

## **18. RENEWAL OF CABLE FRANCHISE.**

This cable franchise may be renewed by the City upon approval of the Company's application or proposal therefor and in accordance with the provisions of state and federal law. The form of the application or proposal shall be prescribed by the Public Service Commission of West Virginia. The application or proposal shall be the same fee prescribed for franchise applications, and the periods of renewal shall be not less than five nor more than twenty years each, unless otherwise prescribed by state or federal law. The City shall require of the applicant full disclosure, including the proposed plans and schedule of expenditures for or in support of the use of public, educational or governmental access facilities.

## **19. ASSIGNMENT OR TRANSFER OF CABLE FRANCHISE.**

This franchise including the rights, privileges and obligations thereof may not be assigned, sold, leased, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, including a transfer of control of any cable system, whether by change in ownership or otherwise, except upon written application to and approval of the City. The form of application for transfer shall be prescribed by the Public Service Commission of West Virginia. Such consent shall not be unreasonably withheld or delayed. 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 Company in the Franchise or Cable System in order to secure indebtedness.

## **20. NON-DISCRIMINATION.**

As a condition to receiving a franchise from the City, the Company covenants and agrees that it shall not discriminate in any employment matter or any other matter against any person on account of age, race, religion, sex, physical handicap or country of natural origin.

## **21. REVIEW OF EQUIPMENT AND RECORDS.**

a. Throughout the term of this agreement the City shall have the right, during normal business hours, to inspect all lines, equipment, fixtures and facilities owned or operated by the Company pursuant to the terms of this agreement. The City shall also have the right, during normal business hours, to inspect all records and reports maintained by the Company and either under the control or direction of the Company or any of its agents, employees or affiliates, wherever said agreements, contracts, records and reports may be located; subject to the subscriber privacy provisions of the Cable Communications Act of 1984, applicable federal law, and excepting proprietary and confidential information. Notwithstanding anything to the contrary set forth herein, the Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed to it by the Company as confidential, and to disclose it only to employees, representatives, and agents of the City that have a need to know, or in order to enforce the provisions hereof. With the exception of salaries and wages of employees of the Company, which shall be paid by the Company, all expenses incurred in conducting such inspections and reviews of the equipment and records of the Company shall be at the expense of the City.

b. The Company shall file with the City, upon request, copies of all reports of its financial technical and operational condition and its ownership required by state or federal law. The reports, as required to be filed with federal and state agencies and authorities shall be kept on file open to the public.

c. The City or its designated agent(s) shall have access to all books of account and records of the Company, its affiliates, parent(s) or subsidiary(ies) through which expenses or revenues may flow. Such access shall be for the purpose of ascertaining the accuracy of any and all reports, accounts or payments due or made to the City, or for purposes deemed necessary by the Public Service Commission of West Virginia.

## **22. CANCELLATION.**

a. The Company shall have the right to annul and rescind this agreement only in the event that the operation of the system herein provided for is prohibited by law.

b. This franchise is granted upon the express condition that if the Company shall neglect, refuse or fail to do, perform or observe any of the material conditions, agreements, provisions, or terms, as set forth herein, including, but not limited to the timely payment of the Franchise Fee as fixed and assessed in accordance with this agreement, and such neglect, failure or default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Company, then, and in such event, the City shall have the right, and does hereby reserve the right, at its option, after reasonable notice and public hearing, to terminate all of the rights and privileges granted herein. and any additions to or amendments hereof, unless such performance of the provisions is the subject of a pending good faith dispute, or being contested before a Court of competent jurisdiction by the Company, and declare the same at an end, without prejudice to any remedies the City may have.



23. MISCELLANEOUS.

- a. If any provision of this agreement or the application thereof to any person, firm or corporation is held invalid by any Court of competent jurisdiction, such invalidity shall not affect other provisions or applications or this agreement and to this end the provision of this agreement are declared to be severable.
- b. This agreement shall be interpreted according to the laws of the State of West Virginia.
- c. The Company agrees to abide by all applicable state and federal laws, rules, and regulations.

24. NOTICE.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To the City:  
City of Buckhannon  
70 E Main Street  
Buckhannon, WV 26201  
Attn: Mayor

To the Company:

Altice USA, Inc.  
1 Court Square West  
Long Island City, 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 City, NY 11101  
Attention: Legal Department

Notwithstanding anything herein to the contrary, all regulatory notices from the Company to the City may be served electronically upon the City, instead of by first class mail as described above, to an email address provided by the City.

25. Pursuant to the Charter of the City of Buckhannon, this Ordinance shall be deemed effective by the Council of the City of Buckhannon thirty (30) days following the third (3rd) reading, passage and adoption by the Council of the City of Buckhannon, i.e., September 2, 2023; however, once effective this Ordinance shall be deemed to have granted a renewal of the franchise rights described herein on and from July 1, 2023.

FIRST READING:	June 15, 2023
SECOND READING:	July 6, 2023
THIRD READING,	
PASSAGE AND ADOPTION:	August 3, 2023

Robert N. Skinner, III, Mayor

CERTIFICATE OF ENACTMENT

I, Randall H. Sanders, City Recorder, do hereby certify that the foregoing Ordinance No. 464 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on August 3, 2023.

Randall H. Sanders, City Recorder

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023, subject to applicable federal, state and local law.

CEQUEL III COMMUNICATIONS II, LLC

By: \_\_\_\_\_  
Jim Campbell  
Vice President, Government Affairs

G.5 Discussion/Possible Vote Upshur County Commission Requesting Assistance with the Demolition of 3 Structures along Chancery & S Locust Streets and Paving of the Vacant Sites.



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

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

June 15, 2023

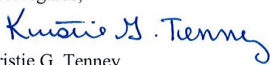
City of Buckhannon  
Attn:City Council of Buckhannon  
70 East Main Street  
Buckhannon, WV 26201

Dear Council Members,

As you are aware, the Upshur County Commission purchased several properties from Mr. Gary Evans along Chancery and South Locust Streets during the latter part of 2022. Our goal is to demolish the structures situated at 18 South Locust Street (brick structure used for apartments), 6 Chancery Street (yellow residence) and 12 Chancery Street (brown residence). Once demolished, the area will be utilized for parking and as open space during the foreseeable future. However, this area will also allow for future expansion if deemed necessary.

While exploring demolition possibilities, the Upshur County Commission would like to request the assistance of the City of Buckhannon with the demolition of these three structures and paving of the sites thereafter. The removal of the brick apartment building will be exceptionally beneficial to the downtown Buckhannon area as this will allow for potential expansion of Route 20 between the Courthouse and Citizen’s Bank. The other two structures create undesirable liability while sitting vacant and are not conducive for office space. We are fortunate to have an almost fully occupied Main Street; however, as downtown businesses generate more traffic, we are seeing an increased need for parking. Therefore, a working partnership on this project would benefit not only the residents of Upshur County but also the local businesses and visitors.

If you have any questions, please feel free to contact our office.

Best regards,  
  
Kristie G. Tenney  
Commission President

**Motion McCauley/Reger to table this until we have further opportunity to meet with County Commission and discuss. Motion carried.**

**G.6 Approval City of Buckhannon Appointments FY 2023/2024:**  
It is requested that the Upshur County Senior Citizens Opportunity Board be put on hold.

**Motion Bucklew/Sanders to approve City of Buckhannon Appointments FY 2023/2024. Motion carried with one no vote by Council member Dave McCauley.**

CITY OF BUCKHANNON APPOINTMENTS	FISCAL YEAR 2023-2024
Assistant City Recorder	Amberle Jenkins
Director of Finance/Administration	Amberle Jenkins
Director of Public Works	Jerry Arnold
Addressing Officer	Jerry Arnold
Chief of Police	Matthew Gregory
Fire Chief	J B Kimble
City Engineer	Jay Hollen
Building Code Enforcement Officer	Vincent Smith
City Attorney	Tom O’Neill
City Horticulturist	Dixie Green
Municipal Court Judge	Helen Echard
City Electrical Inspector	Vincent Smith
Section 504 Compliance Officer (ADA)	Brad Hawkins
SYCC Director	Debora Brockleman
Flood Plain Manager /CRS Coordinator	Jay Hollen
Information Coordinator	Randy Sanders
Grant Writer	Region VII
City HRM	Amberle Jenkins
Water Department Superintendent	Kelly Arnold
Waste Department Superintendent	Jerry Arnold
Sanitary Department Superintendent	Ethan Crosten
Street Department & Parks Superintendent	Brad Hawkins
Assistant Street Supervisor	Andrew Loudin



**WATER BOARD - 3 YEAR TERM**

Mayor, Chair	Term of Office
Don Nestor	2021-2024
Erasmo Rizo	2023-2026
David McCauley, Council	Term of Office
Dave Thomas, Council	Term of Office
City Recorder	Term of Office-Non Voting

**WASTE BOARD – 3 YEAR TERM**

Mayor, Chair	Term of Office
Scott Randall	2023-2026
CJ Rylands	Council Term of Office
City Recorder	Term of Office-Non Voting

**SANITARY BOARD - 3 YEAR TERM**

Mayor, Chair	Term of Office
Mitchell Shaw Unexpired term of Gene Frye	2021-2024
Philip Loftis	2023-2026
City Recorder	Term of Office-Non Voting

**CONSOLIDATED PUBLIC WORKS BOARD- 2 YEAR TERM**

Mayor, Chair	Term of Office
City Recorder	Term of Office-Non Voting
Pam Bucklew, Council	Term of Office
Jack Reger, Council	Term of Office
Nancy Shobe	2023-2025
Mark Waldo	2022-2024

**STOCKERT YOUTH CENTER- 2 YEAR TERM**

Mayor, Chair	Term of Office
City Recorder	Term of Office
Pamela Bucklew (Council)	Term of Office
Tammy Samples (Board of ED)	Term of Office
Sam Nolte (UCC)	Term of Office
Melissa Franke (WVWC)	2022-2024
Nancy Shobe (At Large)	2022-2024
Don Nestor (At Large)	2023-2025
Pam Martin (At Large)	2022-2024

**POLICE CIVIL SERVICE COMMISSION- 4 YEAR TERM**

Karl Kolenich, Chamber (L)	2022-2026
Jerry Henderson, FOP (R)	2022-2026
Mark Spencer, City (R)	2020-2024
City Recorder	Term of Office –Non Voting

**FIRE CIVIL SERVICE COMMISSION - 4 YEAR TERM**

Lanora Wentz, Chamber (R)	2022-2026
Robert Parker, Fire Dpt (I)	2023-2027
Abigail Benjamin, City (R)	2022-2026
City Recorder	Term of Office-Non Voting

**ZONING BOARD OF APPEALS - 3 YEAR TERM**

Natalie Feola	2022-2025
Timothy Reese	2022-2025
Virginia “Gini” Jeran	2023-2026
Dean Everett	2021-2024
Corey Rozelle	2022-2025

**HISTORIC LANDMARK COMMISSION – 2 YEAR TERM**

Vincent Smith, Chairman	Building Code Enforcement Officer
Jack Reger (Council)	Term of Office
Erika Klie Kolenich	2023-2025
Anthony Valentio	2022-2024
Diane Corley	2022-2024
Noel Tenney	Non-Voting

**HOUSING ENFORCEMENT BOARD**

Mayor, Chair	Term of Office -Voting Member
Jay Hollen City Engineer	Voting member
David Thomas, Council	Term of Office (At Large)-Voting Member



Susan McKisic, RN, BSN, Health Officer	Non Voting Member
Vincent Smith, Bld Code Enforcement Officer	Non Voting Member
J B Kimble, Fire Chief	Non Voting Member

**DILAPIDATED STRUCTURES SCORING SYSTEM COMMITTEE**

Vincent Smith	Code Enforcement Officer
Tanner Smith	Buckhannon Fire Department
Jerry Wamsley	Upshur County Safe Sites & Structures
Michael Ward	County Resident
Rob Smith, Sr.	County Resident

**PLANNING COMMISSION 3 YEAR TERM**

Sara Aylestock	2022-2025
Tom Lynch 2/16/23Resigned Sarah StClair1-17-23	2022-2025
Steve Nanners	2023-2026
Kelley Tierney	2023-2026
Jenny Croaff 03-14-23   Resigned Rich Clemens	2021-2024 1-31-23 resigned moved out of city
Curtis Wilkerson	2021-2024
Susan Aloï	2021-2024
Vincent Smith, Zoning Officer	Voting Member
CJ Rylands, Council	Voting Member-Term of Office
City Recorder	Non Voting Member-Term of Office

**ANIMAL CARE AND CONTROL COMMISSION**

Mayor-Chair	Voting Member
Upshur/Lewis Animal Control Facility Rep, Elissa Linger	Voting Member
UC Resident, Alison Clausen Whitehair	Voting Member
UC Resident, Robyn Keough	Voting Member
UC Resident, Lisa Critchfield	Voting Member
UC Veterinarian-Tonya Pickens	Non Voting Member
DNR (Ex-Officio)	Non Voting Member
Upshur County Dog Warden (Resource)	Non Voting Member
City Recorder, Clerk	Non Voting Member
City Attorney	Non Voting Member
Animal Shelter	Non Voting Member
City Cat Trapper-John Slaughter	Non Voting Member

**COLONIAL ARTS CENTER BOARD**

Randy Sanders	City of Buckhannon
Alisa Lively	Former member of ART26201 & WVWC
Keith Buchanan	BCT Past Executive Producer
Erika Kolenich	BCT Past Executive Producer
John Waltz	ART26201 & BCT Executive Producer

**CHARLES GIBSON PUBLIC LIBRARY**

Brooke Scott	06/30/2027
Brett Miller	06/30/2024
Alice Teets	06/30/2028
Kelley Tienery	06/30/2025
Bethany Cupp Post	06/30/2026

**REGION VII PLANNING & DEVELOPMENT**

Mayor	Term of Office
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**UPSHUR COUNTY RECREATION BOARD – 2 YEAR TERM-2 CITY APPOINTMENTS**

Brandon Williams	2023-2025
Brian Webb	2023-2025

**UPSHUR COUNTY DEVELOPMENT AUTHORITY BOD’S & EXECUTIVE COMMITTEE**

David Thomas- Council	Term of Office
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**UPSHUR COUNTY BOARD OF HEALTH - 5 YEAR TERM**

Suzie Combs Talbott	2023-2028
Dr. John Mathias Unexpired term of Larry Carpenter	2020-2025

**UPSHUR COUNTY CONVENTION & VISITORS BUREAU**

Randy Sanders	Counci City’s Representative	Term of Office
Jennifer Fluke	Provisional Appt Unexpired Term Jesterline	City’s Tourism Rep 2021-2024



**BURMA-Buckhannon Upshur Merchants Associaton**

Pamela Bucklew-Council

**AIRPORT AUTHORITY - 3 YEAR TERM**

Michael Ruffing	City Appt	2021-2024
Brian Huffman	City Appt	2022-2025
Jay Hollen	City Appt	2022-2025

**HOUSING AUTHORITY -5 YEAR TERM**

Jerry Wilfong	2023-2028
Jody Light	2022-2027
Kitten Lee	2019-2024 Unexpired Term of Helen Shields
Michael Livesay	2020-2025
Catherine Frye	2021-2026

**TELEVISION CABLE BOARD - 2 YEAR TERM**

Peggy Ball	2023-2025
Joey Slaughter	2022-2024
James Trivolette	2023-2025
City Recorder	Term of Office-Voting
Mayor, Chair	Term of Office
City Attorney	Non-Voting

**MUNICIPAL BUILDING COMMISSION**

Jane Godwin	( R )	2022-2027
Danny Williams	( R )	2022-2027
Justin Dynes	( I )	2022-2027
Erica Byrd	( D )	2022-2027
Kelly Queen	( D )	2022-2027

**ARMORY MANAGERIAL COMMITTEE**

Director of Administration/Finance	Amberle Jenkins
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**CHAMBER OF COMMERCE REP**

City Recorder	Randall Sanders
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**UC SENIOR CITIZENS OPPORTUNITY BOARD**

2021-2024    HOLD

**COUNCIL COMMITTEES**

Finance	All members of Council
Ordinance	All members of Council

Health	Mayor Council Member David Thomas
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Fire	All members of Council
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Police	All members of Council
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Audit Procurement	Appointed at each audit
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**GENERAL FUND REVENUE REVIEW COMMITTEE**

Mayor Skinner, Chair  
Council Jack Reger  
Council Dave Thomas  
Amby Jenkins  
Barbara Hinkle  
Scott Randall

**CALEA POLICY REVIEW COMMITTEE(Police)**

BPD Chief Matt Gregory  
BPD Doug Loudin  
BFD Chief J B Kimble  
Mayor  
Council C J Rylands  
Jeff Harvey  
Amby Jenkins  
City Attorney



**CFIA POLICY REVIEW COMMITTEE (Fire)**

Randy Sanders

BPD Chief Matt Gregory  
BFD Chief J B Kimble  
Mayor  
Council Member CJ Rylands  
Jeff Harvey  
Amby Jenkins  
City Attorney  
Joey Baxa  
UCC Sam Nolte  
Randy Sanders

**TECHNOLOGY COMMITTEE**

Jay Hollen  
Jerry Arnold  
Amby Jenkins  
Phil Loftis  
Duwane Squires  
Seth Hoffman  
Randy Sanders  
Emiel Butcher

**BUCKHANNON PARKS & RECREATION ADVISORY BOARD (7)**

- 1. CITY COUNCIL SEAT PAM BUCKLEW
- 2. SCOTT LAMPINEN
- 3. JOHN BOHMAN
- 4. ALEXIS ROSS BUTCHER
- 5. BRIAN WEBB
- 6. ROB KIMBLE
- 7. DEBBIE SHAPIRO

**TWO SUBCOMMITTEES:**

- **FACILITIES MANAGEMENT**
  - 1. ROBERT OSBURN
  - 2. CHIP ALLEN
  - 3. LISA TENNEY
  - 4. KEELY BURNSIDE
  - 5. WILL SQUIRES
- **PROGRAMMING**
  - 1. BETH POST
  - 2. RACHEL RUFFING
  - 3. JENA FEALY
  - 4. LEVI BENDER
  - 5. GRAHAM GODWIN

**Other Committees/Appointments:**

- **Buckhannon River Watershed Association** Ethan Crosten
- **Buckhannon Dog Park Committee**

Lisa Critchfield, AC&C Member  
Brooke Scott  
Brad Hawkins, Street Supervisor  
Jerry Arnold, Director of Public Works  
Elissa Linger, AC&C Member  
Robin Keough, AC&C Member  
Alison Clausen Whitehair, AC&C Member  
Ginny Dixon
- **SYCC Capital Campaign Steering Committee** Chair, David McCauley- Council
- **Downtown Seasonal Decoration Committee**

Pam Bucklew  
Amanda Hayes  
Nancy Shobe  
Debora Brockleman  
Jerry Arnold



Council member Thomas states that he does think that we need to be careful that appointed people are performing their duties.

**G.7 Discussion/Possible Vote Property Swap between Daniel Williams and the City of Buckhannon:**

The proposal is to swap 2 very small pieces of property with Danny Williams with the understanding that we will have to do survey and an ordinance.

**Motion Bucklew/Sanders to approve property swap between Daniel Williams and the City of Buckhannon after survey and ordinance. Motion carried with one no vote from Council member CJ Rylands.**

Mayor Robbie Skinner  
Buckhannon City Council

Daniel and Dianne Williams  
41 Leonard Street; 304-472-9590

Subject: Trade of Land Parcels

March 1, 2021

Ladies and Gentlemen,

I am interested in the trade of two small parcels: one piece that we are paying taxes on, on which is a street; in exchange for an area of nearly equal size, that adjoins our property on another side.

The city's current property is located off of Beech Street, opposite and on the other side of the street from property belonging to Ed Poach. It is roughly triangular, and seems to be about 1/2 acre.

Our property, that we would wish to officially deed to the city, is also roughly triangular, less than 1/2 acre, and is a funny piece that now has a paved portion of Leonard Street.

Almost 20 years ago, Burl Smith and I discussed the then-present dirt road ("old farm road") between Lemon and Ambrose upon this particular tract, to be paved. It is the bottom access to our driveway; currently serves another household, too; is used by the general public, including a mail route; and is cleared by the city in bad weather - we appreciate that.

I think it would be advantageous to both parties, Buckhannon and the Williams', to have a clear disposition of this parcel, and suggest a "swap" with the Beech Street parcel as a means of remedy. On one of these beautiful days ahead that will soon grace us this spring, could I walk this property with a city employee, or several, for a discussion?

We welcome your time, attention, and consideration.

Cordially, and with much interest,



Daniel Williams

**H. Comments and Announcements**

**H.1 Pamela Bucklew:** Glad that E. Lincoln and Florida St are done. Encourages everyone to be very respectful and welcoming to our visitors.

**H.2 David McCauley:** The work on the outside of City Hall looks great. Good luck to WAMSB and Randy Sanders. Hopefully fireworks are over for the time being.

**H.3 Jack Reger:** The Almost Heaven BBQ Bash was a huge success. Thank you to Jody Light and the City. WAMSB is upon us. Looking forward to it.

**H.4 David Thomas:** BBQ Bash was wonderful. Thanks to everyone. Fireworks are fine, but multiple days are too long for animals and people with PTSD. People need to be more considerate of neighbors.

**H.5 CJ Rylands:** Nothing to add.

**H.6 Randall Sanders-Overview of the Upcoming WAMSB Event:** Thank you to City Council for approving this event 2.5 years ago. Thank you to all the City employees. The infrastructure that is in place from the WV Strawberry Festival helped us get WAMSB. He hopes to stay with the city as long as City Council and the citizens want him.

To put minds at rest, we are welcoming the world to Buckhannon. He worked with Miss Universe for years, welcoming 80-90 countries. There is no need to worry because we are welcoming friends from abroad. 80% are setting foot in the USA for the very first time. Embrace our visitors. Thank you to everyone who has helped with media. There will be a big media blast in the next 10 days. Support WAMSB by buying tickets. WAMSB still needs sponsors. ASK FOR A LIST OF SPONSORS FROM RANDY. There is a tremendous schedule planned. Gambill Amusement Tuesday-Saturday. Fourteen vendors, of which half are new. Entertainment Wednesday-Friday and will close Main St on Friday. Council member Bucklew asked if downtown businesses will stay open later, and he stated that businesses are encouraged to stay open as an opportunity for economic growth. Let's welcome the world in style.



**I. Mayor’s Comments and Announcements:** Curbs are looking great. Brian Williams is doing the painting on Madison St. We have a need for significant work on sidewalks. He echoes Pam Bucklew in that he hopes everyone is very welcoming and hospitable, extending welcomes. Thank you to Mr. Sanders for his hard work spearheading something that has never been here before.

**J. Adjournment at 9:06 p.m.**

Mayor Robert N. Skinner III

City Recorder Randall H. Sanders