



Office of the City Clerk

The City of Morgantown

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**AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
APRIL 1, 2014
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES: Regular Meeting – March 18, 2014**
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
 - A. **AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND HELICOPTER ANALYTICS, INC. (LESSEE) AS IT PERTAINS TO OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.**
 - B. **AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND HELICOPTER ANALYTICS, INC., LESSEE, IN WHICH OFFICE SPACE, SPECIFICALLY SUITE 229 IS BEING LEASE AT THE MORGANTOWN MUNICIPAL AIRPORT FOR THE PURPOSE OF OPERATING A HELICOPTER MAINTENANCE AND RESTORATION CONCESSION.**
7. **UNFINISHED BUSINESS:**
 - A. **Consideration of APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND HELICOPTER ANALYTICS, INC. (LESSEE) AS IT PERTAINS TO OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT. (First Reading on 3/18/14)**

B. Consideration of APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND HELICOPTER ANALYTICS, INC., LESSEE, IN WHICH OFFICE SPACE, SPECIFICALLY SUITE 229 IS BEING LEASE AT THE MORGANTOWN MUNICIPAL AIRPORT FOR THE PURPOSE OF OPERATING A HELICOPTER MAINTENANCE AND RESTORATION CONCESSION. (First Reading on 3/18/14)

C. Boards and Commissions

8. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION

9. SPECIAL COMMITTEE REPORTS

10. NEW BUSINESS:

A. Consideration of APPROVAL of FIRST READING of AN ORDINANCE BY THE CITY OF MORGANTOWN IN WHICH THE CITY, AS GRANTOR, IS GRANTING AN EASEMENT TO FRONTIER COMMUNICATIONS, GRANTEE, THROUGH CITY OF MORGANTOWN REALTY AT THE MORGANTOWN AIRPORT, FOR THE PURPOSE OF INSTALLING COMMUNICATION LINES TO THE NATIONAL GUARD READINESS CENTER.

B. Consideration of APPROVAL of FIRST READING of AN ORDINANCE SETTING FORTH THE RATES, FEES, AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATERWORKS SYSTEM OF THE CITY OF MORGANTOWN.

C. Consideration of APPROVAL of FIRST READING of AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO THE CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.

- D. Consideration of **APPROVAL of FIRST READING of AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 921.12 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO THE DISCHARGE OF DETRIMENTAL WASTES INTO ANY SEWER.**
- E. Consideration of **APPROVAL of A RESOLUTION STATING THE REASONABLE EXPECTATION OF THE CITY COUNCIL OF THE CITY OF MORGANTOWN TO REIMBURSE THE MORGANTOWN UTILITY BOARD FOR CAPITAL EXPENDITURES IN CONNECTION WITH THE DESIGN, ACQUISITION AND CONSTRUCTION OF COMBINED UTILITY SYSTEM FACILITIES AND IMPROVEMENTS MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS OR OTHER OBLIGATIONS.**
- F. Consideration of **APPROVAL of A RESOLUTION STATING THE REASONABLE EXPECTATION OF THE CITY COUNCIL OF THE CITY OF MORGANTOWN TO REIMBURSE THE MORGANTOWN UTILITY BOARD FOR CAPITAL EXPENDITURES IN CONNECTION WITH THE DESIGN, ACQUISITION AND CONSTRUCTION OF COMBINED UTILITY SYSTEM FACILITIES AND IMPROVEMENTS TO THE WATERWORKS PORTION OF THE SYSTEM MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS OR OTHER OBLIGATIONS.**
- G. Consideration of **APPROVAL of A RESOLUTION DESIGNATING ARTS MONONGAHELA, INC., AS THE ARTS COUNCIL FOR THE CITY OF MORGANTOWN AND AUTHORIZING ARTS MONONGAHELA TO APPLY FOR DESIGNATION OF THE CITY OF MORGANTOWN AS A CERTIFIED ARTS COMMUNITY.**

11. CITY MANAGER'S REPORT:

INFORMATION:

- 1. **Home Rule Application Notice and Schedule**

NEW BUSINESS:

- 1. **County Commission Request for Support Letter**

12. **REPORT FROM CITY CLERK**
13. **REPORT FROM CITY ATTORNEY**
14. **REPORT FROM COUNCIL MEMBERS**
15. **EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9A-4(2)(9) as it pertains to the sale, purchase or lease of realty.**
16. **ADJOURNMENT**

If you need an accommodation contact us at (304) 284-7439

REGULAR MEETING MARCH 18, 2014: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, March 4, 2014 at 7:00P.M.

PRESENT: City Manager Jeff Mikorski, City Attorney Steve Fanok, City Clerk Linda Little, Mayor Jenny Selin and Council Members: Ron Bane, Bill Kawecki, Wes Nugent, Marti Shamberger, Mike Fike and Nancy Ganz.

The Meeting was called to order by Mayor Selin.

APPROVAL OF MINUTES: The minutes of the March 4, 2014 Regular Meeting were approved as presented.

CORRESPONDENCE: The promotion of Firefighter Gary Freshour to the rank of Lieutenant was recognized, and the City Clerk administered his Oath of Office. Mayor Selin then presented the Year of the Tree certificates, to recognize the winners and participants in the "Biggest Baddest Tree" contest. A letter from Mr. Glenn Mullenax was presented by the Mayor, wherein he addressed the issue of a community recreation center.

PUBLIC HEARING – AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2014-2015:

There being no appearances, Mayor Selin declared the public hearing closed.

UNFINISHED BUSINESS:

AN ORDINANCE ADOPTING THE ANNUAL BUDGET: The below entitled Ordinance was presented for second reading:

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2014-2015.

Motion by Shamberger, second by Fike to adopt the above entitled Ordinance. After discussion, motion carried 7-0.

BOARDS AND COMMISSIONS: City Clerk Linda Little reported that the Sister Cities Commission is currently reviewing the candidates who have applied so far. The deadline for applications is March 30, 2014. The Commission will report back with a recommendation to fill its vacancy at a later date.

PUBLIC PORTION:

Daniel McMullen, 486 Hite Street, President of First Ward Neighborhood Association, spoke on behalf of the citizens of First Ward in reference to a Recreational Facility possibly being placed on one of the green spaces in White Park. Mr. McMullen said that they would like to keep their green space and have the facility be placed elsewhere.

SPECIAL COMMITTEE REPORTS:

Councilor Kawecki announced that a meeting will be held with the History Museum Commission and the Historic Landmarks Commission on March 19, 2014 located at 175 Kirk Street from 5:00 to 7:30 p.m. for people who are interested in History or Historic studies.

Councilor Ganz thanked the Monongalia County School Board for considering the Collins Ferry Road area as a possible location for the new Suncrest Primary School.

NEW BUSINESS:

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR OFFICE SPACE AT THE AIRPORT: The below entitled Ordinance was presented for first reading:

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND HELICOPTER ANALYTICS, INC. (LESSEE) AS IT PERTAINS TO OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.

Motion by Bane, second by Nugent to pass the above entitled Ordinance to second reading. After explanation from the City Manager and discussion, followed by further comments from the City Attorney, motion carried 7-0.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR A HELICOPTER CONCESSION AT THE AIRPORT: The below entitled Ordinance was presented for first reading:

FIRST READING of AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND HELICOPTER ANALYTICS, INC., LESSEE, IN WHICH OFFICE SPACE, SPECIFICALLY SUITE 229 IS BEING LEASED AT THE MORGANTOWN MUNICIPAL AIRPORT FOR THE PURPOSE OF OPERATING A HELICOPTER MAINTENANCE AND RESTORATION CONCESSION.

Motion by Nugent, second by Bane to pass the above entitled Ordinance to second reading. Motion carried 7-0.

CITY MANAGERS REPORT:

INFORMATION:

1. 2014 Urban Archery Hunt:

Mr. Mikorski reported to Council that the 2014 Urban Archery Deer Hunt is currently in planning. Mr. Mikorski continued to explain that sign-up information for the hunt is on the Urban Archery Deer Hunt page on the City's website, and the deadline is April 18, 2014. He then outlined the process which applicants will follow for the upcoming season.

NEW BUSINESS:

1. Bid Results of Asphalt for 2014 Street Paving Project

Mr. Mikorski informed Council that the City has accepted a Bid from Greer Asphalt in the amount of \$145,311.

After discussion, motion by Nugent, second by Bane, to approve the bid results as presented. Motion carried 7-0.

REPORT FROM CITY CLERK: The City Clerk reported the following application to Council in accordance with State Law:

Liquor License Application – Minsyr-Oxbridge, LLC, DBA: Waterfront Place Hotel.

REPORT FROM CITY ATTORNEY: No report.

REPORT FROM COUNCIL MEMBER:

Councilor Bane: Councilor Bane announced the First Ward meeting to be held April 27, 2014 at 6:30 p.m. and will disclose the location at a later date. Councilor Bane noted that all Council Members should be made aware of, and be more involved in, any future meetings with Senators or Congressmen. He reminded Council that the Charter states Council should act as a body in all matters. He also noted that the Recreation Center mentioned during the Public Portion is only a concept and no action has been taken.

Councilor Kawecki: Councilor Kawecki asked for clarification on what constitutes an item as correspondence, and how items get placed on meeting Agendas. After much discussion and insight from Mr. Fanok and Mr. Mikorski, Council Members better understood the processes of the meeting.

Councilor Kawecki then asked for consensus of Council to allow a presentation from a group concerned with injection wells adjacent to Decker's Creek on an upcoming Committee of the Whole agenda. Council so agreed to hear this presentation and left scheduling the matter up to the City Manager.

Councilor Nugent: Councilor Nugent announced the next Wiles Hill Highland Park Neighborhood Association meeting and expressed that he appreciates the continuous effort in patching potholes. He noted the City should keep encouraging the Division of Highways to better address State Roads.

Councilor Shamberger: Councilor Shamberger commended Rick Bebout, volunteer coordinator for the Urban Archery Deer Hunt program and recognized him for being named Bow Hunter of the year by the WV Bow Hunter's Association. She congratulated the MHS Girls Basketball team for winning the State Championship and wished the MHS Boys Basketball Team good luck in their upcoming State Championship game. Councilor Shamberger encouraged the public to visit the Metropolitan Theatre to see the weekend events. She asked the Manager if a special pick-up with Republic Services could be arranged for residents of R-1A areas. Mr. Mikorski replied that Republic will be coming to the Committee of the Whole Meeting and that Council can inquire about a special pickup at that time. Lastly, Councilor Shamberger noted that she was pleased the Service Berry Trees on Ridgeway Avenue were nominated in the Year of the Tree contest.

Councilor Fike: Councilor Fike was elated that he could hear the meeting better and wanted to thank the technical/audio crew for doing their part. He appreciated Councilor Kawecki's comments as well as the ensuing discussion. Councilor Fike then read aloud a lengthy typed report,

which touched on such topics as the budget, comprehensive plan, Home Rule, the Rivertown program, Sunnyside Up improvements, WVU private partner projects, the new First Ward neighborhood association, airport development, Woodburn school and its commission, Community Leadership forum, collaboration with WVU and the prospect of developing community recreation facilities. He also asked for a more streamlined approach for Boards and Commissions to present proposals and advice to the Council. He asked that any previously approved proposals be put into effect.

Councilor Ganz:

Councilor Ganz appreciated Councilor Fike's comments and hoped that Council can continue to work together to accomplish many goals. She thanked the Fire Marshalls for their work fighting street and dumpster fires. She also noted that the Urban Deer Hunt provides many pounds of meat for food banks and soup kitchens. She commented on Councilor Bane's remarks and then spoke on the discussion of the proposed recreation center. She echoed assurances to the citizens that BOPARC will preserve the City's green spaces in the planning of this facility. She then announced the upcoming Suncrest neighborhood association meeting. Councilor Ganz thanked the Manager for scheduling Republic services on the Committee of the Whole.

Mayor Selin:

Mayor Selin also discussed the potential recreation center, and like Councilors Bane and Ganz, stated that the proposal is still in the planning stages. Mr. Fanok commented on the planning process that took place the first time this topic was brought up, over a decade ago. Mayor Selin noted the opening of the new Panera Bread restaurant downtown, welcomed members of a WVU Journalism class, and reported that she attended a Black History Month art contest. She remarked that County Commissioner Eldon Callen wishes to speak with Council and Westover about paving state roads. She commented on Councilor Fike's report and Councilor Bane's report as well, stating that the meeting was purely informational about the Airport. She then announced a closure on Decker's Creek trail, the Morgantown History event, Green Night at the library, and a performance of the Irish Tenors.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 8:30p.m.

City Clerk

Mayor

*A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON DVD AT THE MORGANTOWN CITY LIBRARY.



Office of the City Manager

The City of Morgantown

City Manager
Jeff Mikorski, ICMA-CM
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MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7405 FAX: (304) 284-7430
www.morgantownwv.gov

City Manager's Report for City Council April 1, 2014

Information:

1. Home Rule Application Notice and Schedule

I will provide information on the notice for applying for the Home Rule Program and the schedule for authorizing the Home Rule Program application.

New Business

1. County Commission request for support letter

As Council knows, for over a year the City has been requesting the West Virginia Department of Highways to repair the light poles along Monongalia Boulevard from Eight Street to Patteson Drive. The Monongalia County Commission has requested that the City write a support letter to accompany the County's letter and West Virginia University's letter requesting the WVDOH to fix the lighting problems on Monongalia Boulevard. With Council's consent a letter will be written and provided to the County for deliver to District 4 Engineer Greg Phillips.



Jeff Mikorski ICMA-CM,
Morgantown City Manager

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

BUILDING CODE APPEALS BOARD:

Ron Eck's Term expires on 4/30/14. Code Enforcement Office is going to check and see if he wishes to continue to serve. He does wish to continue to serve. Council can vote on that appointment at the Regular Meeting on April 1, 2014. Qualified by experience and training by Council-5 members

SISTERS CITY COMMISSION:

Claudia Gulley has resigned. City Clerk will advertise for candidates for 30 days. Deadline was March 30, 2014. Sister Cities Commission is reviewing applicants and will send a name to Council to appoint and vote on soon.

TRAFFIC COMMISSION:

Terms for the following expire on 4/26/14: David McKain, Julia Durham, Martin Dombrowski and William Blosser. Damien Davis will ask if they wish to continue to serve. Residents appointed by Council, must represent specific categories

***POLICE & FIRE CIVIL SERVICE COMMISSIONS: NEW PRESIDENTS APPOINTED IN JANUARY.**

****Information for Boards and Commissions vacancies are placed in the Dominion Post, are advertised on the City's Government Station Channel 15, and are posted at the Library and also information is on the City's Web Page.***

****Council decided on 3-21-06 by unanimous consent that if there is only one candidate for Boards & Commissions, that they will not interview; the City Clerk will check with Council before scheduling a Special Meeting.***

****BZA and Planning Commission term expirations are advertised in October and interviews must be completed by December per State Law.***

Boards and Commission interview structure will be reviewed at a Committee of the Whole. 3/26/14

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND HELICOPTER ANALYTICS, INC. (LESSEE) AS IT PERTAINS TO OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.

WHEREAS, Helicopter Analytics, Inc. wishes to lease space from the City within the Municipal Airport Terminal Building so as to operate an office; and

WHEREAS, City Administration has recommended to Morgantown City Council that it approve the lease, a copy of which is hereto attached; and

WHEREAS, Morgantown City Council is of the opinion that it would be in the best interest of the City and its Airport to approve said lease agreement.

NOW THEREFORE, the City of Morgantown hereby ordains that its City Manager is authorized to execute the lease agreement hereto attached and made a part of this ordinance, by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

LEASE AGREEMENT

THIS AGREEMENT, made this 1st day of April, 2011, by and between **THE CITY OF MORGANTOWN**, a municipal corporation, hereinafter referred to as the **"CITY"**, and **HELICOPTER ANALYTICS, INC.**, (hereinafter referred to as **"LESSEE"**).

WITNESSETH, THAT WHEREAS, the **"CITY"** owns, controls and operates the Morgantown Municipal Airport; and

WHEREAS, **"LESSEE"** desires to lease office space from the City within the Airport Terminal Building.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows;

ARTICLE I - PREMISES

- 1.1 The **"CITY"** hereby leases to **"LESSEE"** office space, more particularly identified as Suite 214 within the Morgantown Municipal Airport Terminal Building as shown on the Exhibit hereto attached.

ARTICLE II - CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

- 2.1 The **"LESSEE"** shall not, without prior written consent of the **"CITY"**, make any permanent improvements to the assigned area such as the demolition of existing walls, the construction of new permanent walls, the installation of electrical outlets or lighting, or any modifications to the heating/air conditioning systems.
- 2.2 The **"LESSEE"** may place furniture, property, and equipment into the assigned area as is necessary for the conduct of its business. Installed equipment which requires electrical or natural gas power shall be subject to the conditions outlined in ARTICLE VI, paragraph 6.1 of this Agreement. The **"LESSEE"** shall have the right to remove the same upon termination of this Agreement, providing the premises are repaired to the satisfaction of the **"CITY"** or restored to their original condition after such removal.

ARTICLE III - TERM OF AGREEMENT

- 3.1 The **"LESSEE"** shall have and hold said premises, facilities, rights, licenses, and privileges set forth herein for a term commencing April 1, 2014, and terminating March 31, 2016, unless sooner terminated as herein provided. Upon expiration of this Agreement, it may be extended on a month to month basis by mutual written agreement of the Lessee and Morgantown Airport Director.

- 3.2 It is the mutual intent of the parties that this Agreement shall remain in effect for the full term, subject to each party's right on breach.

ARTICLE IV - RENTAL FEES

- 4.1 The "LESSEE" agrees to pay the "CITY" a monthly rental fee of \$450.00 total for office space composed of one office. Payment will be made in advance, on or before the first business day of each month during the terms hereto and any extension thereof.
- (a) Failure to remit payment as to the prescribed time will result in an additional charge of 1.5% per month of all unpaid rents and fees.
 - (b) All sums due hereunder shall be paid by check payable to The City of Morgantown and mailed to the "Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505 unless otherwise directed in writing by the "CITY".

ARTICLE V - MAINTENANCE OF PREMISES

- 5.1 The "CITY" agrees to provide the "LESSEE" with basic custodial services for the corridor outside the assigned area. These services are limited to sweeping, mopping and dusting of the corridor as needed.
- 5.2 The "CITY" agrees to maintain, at its expense, the basic infrastructure of the terminal building to include the basic structure, heating/air conditioning systems, plumbing systems and electrical systems provided however, such maintenance necessitated by the negligence of the "LESSEE", his employees or agents, or by willful destruction, shall be at the expense of the "LESSEE".
- 5.3 The "CITY", Airport Director or its/his duly appointed representatives shall have the right to enter the "LESSEE'S" assigned area to,
- a) Inspect the assigned area at reasonable intervals during the "LESSEE'S" regular business hours, or at any time in case of an emergency, to determine if the "LESSEE" is in compliance with the terms and conditions of this Agreement. The "CITY" may, at its discretion, require the "LESSEE" to effect any required maintenance or repairs at the "LESSEE'S" own cost; and
 - b) Perform any and all things which the "LESSEE" is obligated to, and has failed to do, after providing the "LESSEE" with ten (10) days' written notice to act, including maintenance, repairs and replacements to "LESSEE'S" assigned area. The cost of all labor, materials and overhead charges required for the performance of such work will be paid by the "LESSEE" to the "CITY" within ten (10) days following receipt

of invoice for said charges by “LESSEE”.

ARTICLE VI - UTILITIES

- 6.1 The “CITY” shall pay all electric current, water, and natural gas that enters the assigned area via presently installed underground utility lines and pipes, to the Terminal Building, and operates by local utility companies. The “LESSEE” shall be expected to exercise all practical economy and failure to do so will constitute unsatisfactory operations. The “CITY” shall have the right to insist upon and institute practices, which it deems necessary, which the “LESSEE” shall be expected to implement, to ensure no misuse or abuse of this privilege.
- 6.2 Should the “LESSEE” require any additional utility service other than that provided for above (such as telephone or internet lines), the “LESSEE” agrees to bear all costs associated with installing such utility service.

ARTICLE VII - GENERAL PROVISIONS

- 7.1 The “LESSEE” hereby covenants and agrees:
- a) That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the “LESSEE” shall conduct his business in such a manner as not to interfere with the normal operations of the Airport.
 - b) That personnel performing services for the “LESSEE” shall be neat, clean, and courteous, and the “LESSEE” shall not permit it’s agents, servants or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.
 - c) That the “LESSEE” shall abide by and be subject to all reasonable Airport Rules and Regulations which are now, or may from time to time be, promulgated by the “CITY”, concerning management, operation or use of the Airport.
 - d) That the “LESSEE” will meet all expenses in connection with the use of the leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees, and assessments lawfully levied or assessed against it or assessed because of it’s operations hereunder, and that it will secure all required permits and licenses for it’s operations hereunder.
 - e) That the “LESSEE” will not on the grounds of race, color, national origin, sex, handicap, religion, or age discriminate, or permit discrimination, against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of

Transportation and Title XI of the Civil Rights Act of 1964.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

- 8.1 "LESSEE" shall protect, defend, indemnify and hold the "CITY" and its representatives and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgements arising by reason of the injury or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof, (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of, or incidental to this Lease Agreement or "LESSEE'S" use or occupancy of the leased premises or the acts or omissions of "LESSEE'S" officers, employees, agents, representatives, contractors, sub-contractors, licensee's or invitee's, regardless of where the injury, death, loss or damage may occur, unless such injury, death, loss or damage is caused by the negligence of the "CITY" or its employees, agents, officers, or representatives. The "CITY" shall give "LESSEE" reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or earlier termination of this Lease Agreement.
- 8.2 Without limiting its liability as aforesaid, the "LESSEE" shall carry insurance in the following amounts during the term hereof, naming the "CITY" as co-insured:

Public Liability

Bodily Injury	\$500,000 per occurrence
Property Damage	\$50,000 per occurrence

- 8.3 The "LESSEE" shall provide the "CITY" with certification of insurance throughout the term of this agreement, evidencing such coverage to be in force.
- 8.4 The "CITY" agrees to notify the "LESSEE" in writing, as soon as practicable of any claims, demands or action arising out of an occurrence covered hereunder of which the "CITY" has knowledge, and to cooperate with the "LESSEE" in the investigation and defense thereof.

ARTICLE IX - CANCELLATION/TERMINATION

- 9.1 It is understood and agreed by the parties hereto this agreement may be terminated by either party, for any reason, by one party giving the other party sixty (60) days advanced written notice. It is further understood and agreed by and between the parties hereto the following provisions will result in cancellation of this agreement.
- (a) In the event the "LESSEE" shall make default in any of the provisions

of this agreement, and said default shall continue for a period of thirty (30) days, then and in that event, this agreement may be canceled and held for naught by the "CITY", and the "LESSEE" shall immediately surrender possession of the office space.

- (b) A national emergency results in the Airport being substantially occupied by the United States Government so as to materially interfere with the "LESSEE'S" operation.
- (c) In the event the Airport, or a material portion thereof, is destroyed by fire or other cause, resulting in material interference with the "LESSEE'S" operations.

9.2 Upon termination or cancellation of this Agreement, the "LESSEE" shall remain liable for any rental fee and/or custodial fee payments, if any, then due, and the "LESSEE" shall immediately surrender possession of the office space.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.1 Any notice or other communication to the parties hereunder shall be deemed validly given, served or delivered upon deposit in the United States Mail, registered and with proper postage and registration fee paid, addressed as follows:

THE "CITY"

**OFFICE OF THE AIRPORT DIRECTOR
Morgantown Municipal Airport
100 Hart Field Road
Morgantown, West Virginia 26505**

"LESSEE"

**HELICOPTER ANALYTICS, INC.
1411 Pittsburgh Street
Scottsdale, PA 15683
ATTN: Bob Moser, President**

Or other address as may be designated by either party, in writing, from time to time.

10.2 To the extent not prohibited by law, the "CITY" shall attempt to protect the rights and privileges granted to the "LESSEE" under this and similar agreements.

- 10.3 The failure of the “CITY” to insist, in any one or more instance, upon the strict performance by the “LESSEE” of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease Agreement shall not be considered as a waiver or relinquishment thereof for the future, but the same shall remain and continue in full force and effect, and no waiver of the conditions or stipulations hereof shall be deemed to have been made in any instance unless expressly in writing.
- 10.4 If any term, clause or provision of this Lease Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation or state government agency, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of the Lease Agreement; and, to this end, the terms, clauses and provisions of this Lease Agreement are hereby agreed to be severable.
- 10.5 Both parties hereto acknowledge and agree that his document contains the entire agreement between the parties and that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of the Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto within the amended Lease Agreement in the same manner as the execution of this Lease Agreement.
- 10.6 This Lease Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of West Virginia.
- 10.7 “LESSEE” shall not assign, transfer or sublease this Lease Agreement, by process or operation of law or in any other manner whatsoever, or sublet any portion of the leased premises or permit any portion of the leased premises to be occupied or used by anyone other than the “LESSEE” without the prior, written consent of the “CITY”, which said consent may be withheld in the sole discretion of the “CITY”.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized officer and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF MORGANTOWN

BY: _____
Jeff Mikorski, City Manager

In the presence of:

City Clerk

ATTEST:
(Seal)

HELICOPTER ANALYTICS, INC.

BY:  _____

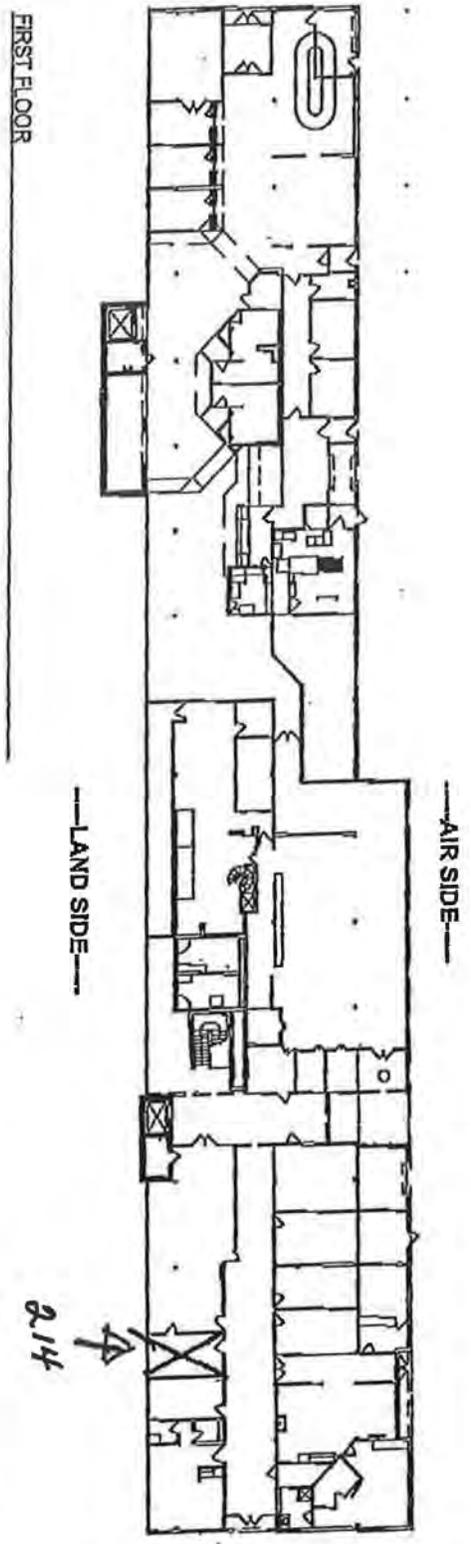
TITLE: President/COO _____

In the presence of:

Witness

ATTEST:
(Seal)

EXHIBIT A



Terminal Bldg.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND HELICOPTER ANALYTICS, INC., LESSEE, IN WHICH OFFICE SPACE, SPECIFICALLY SUITE 229, IS BEING LEASED AT THE MORGANTOWN MUNICIPAL AIRPORT FOR THE PURPOSE OF OPERATING A HELICOPTER MAINTENANCE AND RESTORATION CONCESSION.

The City of Morgantown hereby ordains that the City Manager is authorized to execute the Agreement hereto attached by the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

THIS AGREEMENT made and entered into this first day of April, 2014, by and between the City of Morgantown, a municipal corporation (hereinafter called "City"), and HELICOPTER ANALYTICS, INC. (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, the City owns, controls, and operates the Morgantown Municipal Airport (hereinafter called "Airport"); and

WHEREAS, the City encourages growth and development of aviation activities at the Airport, which include aviation maintenance; and

WHEREAS, the Lessee is desirous of providing helicopter maintenance and restoration services to businesses and individuals from Morgantown and the surrounding area.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained to be kept and performed to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 The following words and phrases, wherever used in the Agreement shall for the purpose of this Agreement, have the following meanings:

- (a) "Aircraft Operating Area" shall mean the area that contains the runways, taxiways, aircraft parking aprons/ramps, hold areas, and any other area used or intended to be used for surface maneuvering of aircraft, and any areas inside the perimeter fence which are adjacent to surface maneuvering areas. This may also be referred to as "airside."
- (b) "Airport" refers to the Morgantown Municipal Airport.
- (c) "Certificate" shall mean a certificate issued by the FAA to allow a business to operate aircraft or provide an aeronautical service.
- (d) "FAA" means the Federal Aviation Administration of the United States, or any federal agencies succeeding to its jurisdiction.
- (e) "Leased Premises" shall mean an office located in this Terminal Building of the Airport located at 82 Hart Field Road, Suite 229, Morgantown, WV 26505. This space is to be used solely by the Lessee for the conduct of the Lessee's business.

- (f) "Person" shall mean an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity, or any representative thereof.
- (g) "Property" shall include anything of material value that is real, personal, tangible, or intangible.
- (h) "Rules and Regulations" shall mean those lawful and reasonable rules and regulations which are promulgated by the City for the orderly use of the Airport by both airlines and other operators and users of the Airport as the same may be amended, modified, or supplemented from time to time. It may also mean rules and regulations promulgated by the FAA or other Governmental entity governing conduct on airports in general and/or the Morgantown Municipal Airport specifically.

ARTICLE II. PREMISES

Section 2.01 The City hereby leases to the Lessee an office located in the Terminal Building of the Airport located at 82 Hart Field Road, Suite 229, Morgantown, WV 26505 – measuring approximately two hundred (200) square feet – more specifically identified in Exhibit A attached hereto. This space is to be used solely by the Lessee for the conduct of the Lessee's business.

ARTICLE III. GRANT OF CONCESSION

Section 3.01 The City hereby grants to the Lessee subject to the terms and conditions hereinafter contained the right to conduct and operate a helicopter maintenance and restoration concession at the Airport. This shall not be construed to be an exclusive concession, and it is stipulated, agreed, and understood that the City may grant concessions to other parties for operation of similar services. It is further understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

Section 3.02 The City hereby agrees to allow the Lessee to use the Leased Premises as defined above for the purpose of operating a helicopter maintenance and restoration operation.

Section 3.03 Lessee shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements; the right of Ingress and Egress from the Leased Premises, which shall extend to Lessee's employees, guests and customers, and the right in common with other tenants of the Airport to use common areas of the Airport, including but not limited to the Airport Operating Area, roadways and other conveniences for the conduct of Lessee's business.

Section 3.04 Lessee is not authorized to offer other Aeronautical Services under this Agreement without prior written consent of the City and amendment of this Agreement by the Morgantown City Council.

ARTICLE IV. TERM OF AGREEMENT

Section 4.01 The term of this agreement shall be for a period of two (2) years commencing on April 1, 2014, and ending on March 31, 2016, unless terminated at an earlier date for any reason as set forth herein.

ARTICLE V. FEES

Section 5.01 In consideration for the rights and privileges granted by this Agreement, Lessee agrees to pay the City an annual rental payment of four thousand two hundred dollars (\$4,200.00) at the rate of three hundred and fifty dollars (\$350.00) per month. Payment will be made in advance, on or before the first business day of each month during the terms hereto and any extension thereof.

Section 5.02 Rental payments shall increase as of the first day of each calendar year (January 1) during the entire term, by the same percentage increase (if any) in the Consumer Price index (revised) for Urban Wage Earners and Clerical Workers in Pittsburgh, PA, as published by the Bureau of Labor Statistics of the US Department of Labor (CPI) during the prior calendar year, but no more than three percent (3%). Rents shall be fixed between annual adjustments. Each calendar year's recalculated rent shall be the basis for the adjustment for the next calendar year rent. The rent shall be recalculated as soon as the CPI is published. The increase shall be effective as of January 1 of each year. In no event shall adjustment be a negative amount. If the rental rate increases, Lessee shall, within thirty (30) days of receipt of notice from City, pay to City any additional rent caused by the increase in CPI, divided by twelve (12), multiplied by the number of rental payments made by Lessee since the effective date of rental adjustment.

Section 5.03 It is agreed that a finance charge of one and one-half percent (1.5%) per month shall be added to any balance unpaid within thirty (30) days after that balance is due.

Section 5.04 All sums due hereunder shall be made payable to the City of Morgantown. All such sums, statements, and reports shall be delivered to the Airport Director, Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, WV 26505.

ARTICLE VI. INSTALLATION OF IMPROVEMENTS

- Section 6.01 The Lessee shall, without cost to the City, make improvements and provide and install all trade fixtures as are necessary for the customary operation of its business.
- Section 6.02 The Lessee shall have the right, at its sole expense, to install and maintain signs advertising its business; however, Lessee must first obtain prior written approval of the Airport Director, as the City's Representative, both as to size and location.
- Section 6.03 Lessee shall not suffer or permit any mechanic or other items to be levied or filed against the City. All improvements, equipment, fixtures, and interior décor constructed by the Lessee, its agents, or contractors, shall conform in all respects to all applicable statutes, ordinances, building codes, and Rules and Regulations, Lessee shall be responsible for applying for and obtaining any permits required to complete improvements. Any approval given by the City shall not constitute a representation or warranty as to conformity; responsibility therefore shall at all times remain with the Lessee.
- Section 6.04 All structural improvements and alterations shall, upon termination of this Agreement, become property of the Airport. All non-structural improvements and property of the Lessee must be removed upon termination of this Agreement.
- Section 6.05 The Lessee may place such furnishings, property, and equipment into the Leased Premises as is necessary for the conduct of its business. Lessee shall have the right to remove same upon termination of this Agreement, providing the premises are repaired to the satisfaction of the City or restored to their original condition after such removal.
- Section 6.06 The Lessee shall not remove or demolish, in whole or in part, any improvements within the Leased Premises without the express prior written consent of the City, which consent may be conditioned upon the obligation of the Lessee to replace the same by an improvement specified in the consent. However, City shall not withhold consent unreasonably and shall not impose unreasonable conditions upon its consent.

ARTICLE VII. MAINTENANCE OF PREMISES

- Section 7.01 The City agrees to provide maintenance and custodial services in the public areas of the Terminal. Lessee is responsible for all custodial services with the Leased Premises.
- Section 7.02 The City agrees to maintain, at its expense, the basic infrastructure of the Terminal to include the basic structure, heating/air conditioning systems, plumbing systems, and electrical systems provided however, such maintenance necessitated by the negligence or willful destruction of Lessee, its employees or agents, shall be at the expense of the Lessee.
- Section 7.03 The City, Airport Director, or its duly appointed representative shall have the right to enter Lessee's Leased Premises to:
- (a) Inspect the Leased Premises at reasonable intervals during the Lessee's regular business hours, or at any time in case of an emergency, to determine if Lessee is in compliance with the terms and conditions of the Agreement. The City may, at its discretion, require the Lessee to effect any required maintenance or repairs at Lessee's own cost; and
 - (b) Perform any and all things which the Lessee is obligated to, and has failed to do, after providing the Lessee with ten (10) days written notice to act, including maintenance, repairs, and replacements to Lessee's Leased Premises. The cost of all labor, materials, and overhead charges required for the performance of such work will be paid by Lessee to the City within ten (10) days following receipt of invoice for said charges by Lessee.

ARTICLE VIII. UTILITIES

- Section 8.01 The City shall pay for all electric current, water, and natural gas that enters the Leased Premises via presently installed underground utility lines and pipes, to the Terminal, and operated by local Utility Companies. The Lessee shall be expected to exercise all practical economy in the use of such utilities and failure to do so will constitute unsatisfactory operations. The City shall have the right to insist upon and institute practices which it deems necessary, which the Lessee shall be expected to implement, to ensure no misuse or abuse of this privilege.
- Section 8.02 Should the Lessee require any additional utility service other than that provided for above (such as telephone or internet lines), the Lessee agrees to bear all costs associated with installation and use of such service.

ARTICLE IX. PERFORMANCE AND SERVICE STANDARDS

- Section 9.01 This Lessee hereby covenants and agrees that it will furnish prompt and efficient service adequate to meet all reasonable demands for charter flight operations at a fair, reasonable and non-discriminatory basis, and to charge fair, reasonable and non-discriminatory prices for each unit or sale of service substantially similar to that charged by it for similar airports of comparable size within the same general area. The Lessee may make reasonable discounts, rebates and other similar types of price reductions to purchasers on a non-discriminatory basis.
- Section 9.02 Lessee will employ pilots licensed by FAA that meet the requirements of Lessee's Certificate.
- Section 9.03 Lessee is authorized to perform such maintenance activities as necessary to meet the requirements of its Certificate in a hangar provided under separate lease.
- Section 9.04 Lessee shall be authorized to use the Fixed Base Operator waiting areas for its clients and passengers. However, amenities in the waiting area are for passengers and transient aircrews only and not for use by lessee or its employees.
- Section 9.05 Lessee's employees shall be clean, neat in appearance, courteous and polite. The Lessee shall not employ any person or persons in or about the Leased Premises who shall conduct themselves in a loud, boisterous or otherwise improper manner. Upon notification by the Airport Director to the Lessee in writing that any person employed by the Lessee is, in the Airport Director's opinion, disorderly or otherwise unsatisfactory under this paragraph, the Lessee shall conduct a full investigation and correct the problem immediately.
- Section 9.06 The City is responsible for the safety and security of the Airport premises. Access is controlled by keys and key cards. Lessee and its employees will be granted access as necessary to conduct Lessee's business. Key and key cards are issued to individual persons and each person issued a key or key card is solely authorized to use same. Keys and key cards are not to be loaned or used to allow unauthorized persons access to the Airport Aircraft Operating Area. The City reserves the right to cancel and/or revoke access for any person deemed a safety or security risk as necessary. In the event a person's access is terminated for any reason, all keys and key cards must be returned to the Airport Director within five (5) business days. Keys or key cards that are lost and require replacement or are not returned when requested will result in a payment of fifty dollars (\$50.00) per key or key card by Lessee to the Airport.

Section 9.07 The Lessee shall abide by and be subject to all Rules and Regulations which are now, or may from time to time be promulgated by the City concerning management, operation or use of Airport facilities, or the safety of those using the same, and it shall abide by and be subject to all Rules and Regulations which are now, or may from time to time be promulgated by the FAA. The Lessee further agrees to maintain, use, and operate the Leased Premises in compliance with any and all present and future laws, ordinances, Rules and Regulations relating to public health, safety or welfare adopted by Federal, State, local or other governmental bodies or agencies, departments or officers thereof, and obtain all permits, at its sole expense, which may be necessary for the operation of its Concession.

Section 9.08 The Lessee covenants and agrees it will meet all expenses in connection with the use of its Leased Premises and be responsible for any taxes, permit fees, usage fees, license fees, or assessments lawfully levied or assessed by any taxing authority against the business owned and operated by the Lessee, the Leased Premises, concession receipts, or as a result of the Lessee's use and occupancy of Airport premises or its operation at the Airport.

Section 9.09 The Lessee does hereby covenant and agree that:

- (a) No person on the grounds of race, color, creed, age, sex, religion, national origin, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said service or facilities.
- (b) In the construction of any improvements on the Leased Premises and the furnishing or services thereon, no person on the grounds of race, color, creed, age, sex, religion, national origin, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.
- (c) The Lessee shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (d) In accordance with the policy of the US Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts such as covered by this agreement, the Lessee hereby assures no Person shall be excluded from the participation in, be denied the benefits of, or otherwise be discriminated against in connection with the award of any contract covered by

49 CFR Part 23 on the grounds of race, color, national origin, sex, or handicap. The Lessee hereby assures it will include the foregoing clauses in all subcontracts and will cause subcontractors similarly to include these clauses in further subcontracts.

In the event of breach if any of the above nondiscrimination covenants, the City shall have the right to terminate this agreement. The City, State of West Virginia, or the United States, or any combination of the foregoing Government entities, shall have the right to enforce the provisions of this Article.

Section 9.10 The Lessee agrees that the City, its duly authorized representatives or agents may, at any reasonable time, enter into the Leased Premises for the purposes of making any inspection deemed necessary in order to determine whether Federal, State, County, or City Rules and Regulations and/or the covenants of this Agreement are being complied with, and to do any and all things which the City is obligated to do as set for the herein, or which may be deemed necessary for the general conduct and safe operation of the Airport.

ARTICLE X. ASSIGNMENT OR SUBLEASE

Section 10.01 The Lessee shall not have the right to assign or transfer the Agreement or any rights hereunder without the prior written consent of the City and amendment of this Agreement by the Morgantown City Council.

Section 10.02 The Lessee shall not sublet any part of the Leased Premises without prior written consent of the City and amendment of this Agreement by the Morgantown City Council.

ARTICLE XI. INSURANCE AND LIMITATION OF LIABILITY

Section 11.01 The Lessee covenants and agrees to secure and maintain during the term of this Agreement, the following insurance coverage. A Certificate of Insurance or copies of the Individual policies shall be forwarded to the Airport Director within ten (10) business days after execution of this Lease. Such policies shall contain a provision requiring at least thirty (30) days notice of cancellation which notice shall be given in writing to the Airport Director. In the event these policies are revoked or cancelled, the Airport Director must be notified within five (5) business days. Failure to hold and maintain this insurance will be grounds for termination of this lease.

(a) Comprehensive General Public Liability Insurance covering Lessee's operations at the Airport and its serving of Airport customers with a combined

single limit coverage of One Million Dollars (\$1,000,000), naming the City as an additional insured.

- (b) Passenger/Aircraft Liability Insurance for Charter Operations in the minimum amount of One Million Dollars (\$1,000,000) per passenger and Two Million Dollars (\$2,000,000) per occurrence.

Section 11.02 The Lessee agrees to indemnify and hold the City, its agents, officers, representatives, and employees forever harmless from and against any and all claims, damages, judgments, attorneys fees, compensation, demands, or liability for injuries to Persons or Property caused by, arising from or in connection with the use or occupancy by the Lessee, its agents and employees of the Leased Premises or arising from, out of, or in connection with the Lessor's operations at the Airport or arising directly or indirectly out of any acts of the Lease, its agents, servants, guests, or business invites, or by any reason of any act or omission of any such Person; provided, however the Lessee shall not be liable for any injury, damage or loss occasioned by the negligence of the City, its agents or employees. The Lessee shall give to the City prompt and timely notice of any claim or suit filed which in any way, directly or indirectly, contingently or otherwise, affects or might affect the City. Except for losses due to the negligent acts or omissions of the City, its agents or employees, the Lessee further covenants and agrees it will not hold the City, its agents of employees, responsible for any loss or damage occasioned by fire, theft, rain, flood, windstorm, hail, vandalism, or from any other cause whatsoever, whether said cause be direct, indirect, or merely a contributing factor in producing the loss or damage to an property of the Lessee that may be located or stored on the Leased Premises or any other location at the Airport, and the Lessee agrees that storage of all property on the Leased Premises or elsewhere at the Airport shall be at the Lessor's risk. The Lessee shall be responsible for all damage to persons or property caused by carelessness, negligence, or neglect on the part of Lessee, its agents or employees. They City shall not be liable for any loss/damage suffered by the Lessee arising out of the interruption or cessation of the business conducted by the Lessee under this Agreement.

ARTICLE XII. TERMINATION

Section 12.01 It is mutually understood and agreed that either party may terminate this Agreement, for any reason with sixty (60) days prior written notice to the other party. It is further understood and agreed in the event the Airport were to cease operating as an air transportation facility, this Agreement would automatically terminate. It is further understood and agreed in the event the United States government or any of its agencies would assume control over the Airport in time of war of National Emergency, then this Agreement would automatically abate

during such period. The City agrees to give the Lessee prior notice as it feasible upon the occurrence of such an event.

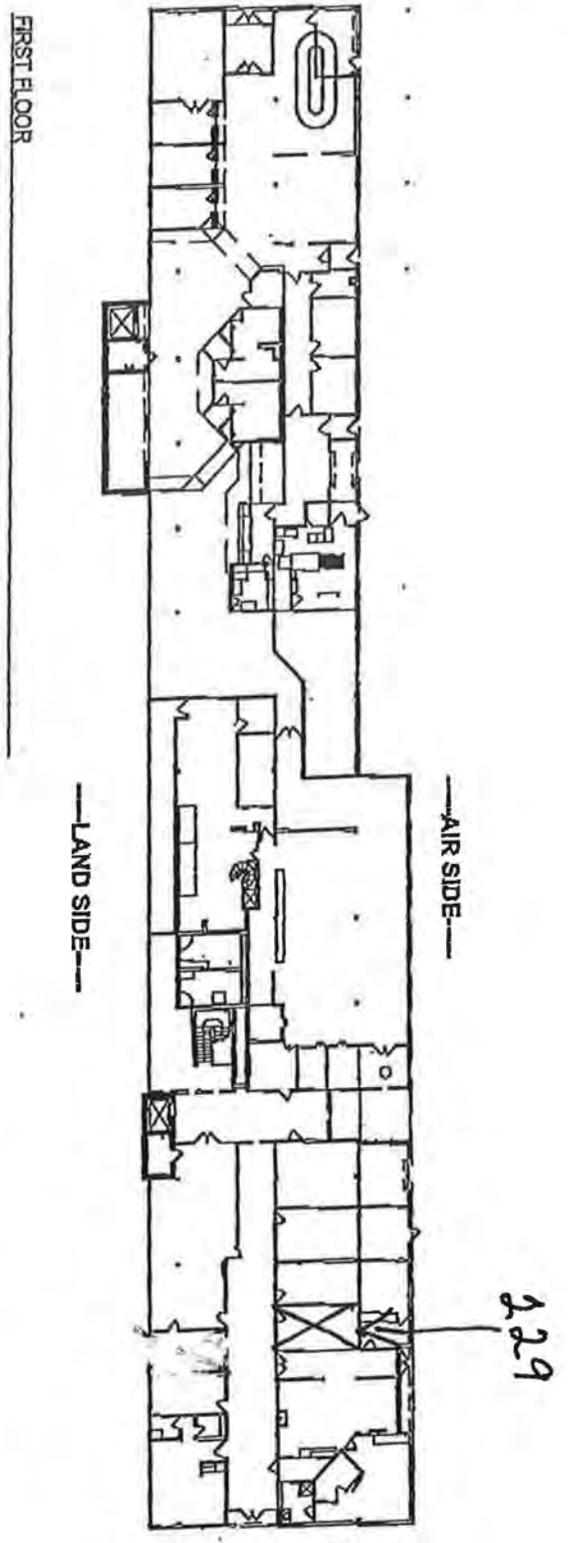
Section 12.02 Upon the happening of any one of the following events, Lessee shall be deemed to be in default of this Agreement. If Lessee is declared in default, the City may terminate this Agreement by giving the Lessee advance written notice, to be served as hereinafter provided:

- (a) Failure by the Lessee to pay fees and charges specified in this Agreement or if any part thereof is in arrears and unpaid, provided the City shall first give the Lessee written notice to remedy such failure, and if Lessee does not correct such failure within ten (10) days from receipt of such notice;
- (b) The making by the Lessee of a general assignment for the benefit of creditors;
- (c) The filing by the Lessee of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.
- (d) The taking over of the Lessee or its assets by a court of competent jurisdiction;
- (e) The death (if an individual) or dissolution of the Lessee or the divestiture of the Lessee's estate herein by other operation of law;
- (f) The failure of the Lessee to comply with and meet all the laws of Rules and Regulations issued by the City, the FAA, or other governmental agency having jurisdiction;
- (g) The failure of the Lessee to keep and perform any of the covenants or agreements herein contained on the part of the Lessee to be kept and performed, provided the City shall first give the Lessee written notice to remedy such failure, and if Lessee does not correct such failure within ten (10) days from receipt of such notice.

Section 12.03 The City retains the right to recover from the Lessee all minimum monthly payments due up to the time of such termination and all damages for breach of this Agreement. In the event of default by the Lessee of any of the terms of this Agreement, the Lessee shall pay to the City any costs and expenses, including reasonable attorney fees, incurred by the City to enforce its right under this agreement or to recover damages for Lessee's breach.

Section 12.04 No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Lessee. The acceptance of payment by the City for any periods after default of any one of the terms, covenants, and conditions herein contained to be performed, kept, and

EXHIBIT A



Terminal Bldg.

AN ORDINANCE BY THE CITY OF MORGANTOWN IN WHICH THE CITY, AS GRANTOR, IS GRANTING AN EASEMENT TO FRONTIER COMMUNICATIONS, GRANTEE, THROUGH CITY OF MORGANTOWN REALTY AT THE MORGANTOWN AIRPORT, FOR THE PURPOSE OF INSTALLING COMMUNICATION LINES TO THE NATIONAL GUARD READINESS CENTER.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the attached easement agreement by and on behalf of the City of Morgantown.

This ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

Project # 1231892
 ROW # 106996
 C.O. MORGANTOWN
 Account 82C



Received of Frontier West Virginia Inc., One Dollar, \$1.00, in consideration of which WE hereby grant unto Frontier West Virginia Inc., (Grantee), its successors and assigns, the right and easement now and in the future to construct, reconstruct, operate, maintain, repair, replace and remove such communication systems as the grantee may from time to time require consisting of POLES, CABLES, ANCHORS AND GUYS AS SHOWN IN ATTACHMENT "A" and following the same easement as previously granted by City to Mon Power. the property which WE own, or in which WE have any interest in the District of MORGANTOWN CORP, County of MONONGALIA, and State of West Virginia. Said sum is received in full payment of said rights. It is expressly understood that this right and easement includes without limitation the addition of cables, wires, or other appurtenances to any pole or pole line originally constructed, the addition of new buried facilities within ten (10) feet of any buried facilities originally constructed, and the right from time to time to cut and trim trees and brush that may threaten, endanger, or interfere with the operation or maintenance of said facilities including ingress thereto and egress therefrom.

The property under and across which this right and easement is granted is the same property which is recorded in, deedbook 290, page 293, taxmap 32A, parcel 11&12 as is more particularly described and attached hereto as attachment "A".

Frontier West Virginia Inc., its successors and assigns shall promptly compensate the grantor(s) for all damages to growing crops and shall repair any damage done to the driveways, fences, and fields in the exercise of the rights herein granted.

CITY OF MORGANTOWN _____
 (Grantor) (Grantor) (Grantor)

grantor(s) hereby declare(s) the total consideration paid for the rights conveyed by this document is _____ dollars.

WITNESS MY hand(s) and seal(s) this _____ day of _____ A.D., 2014 at _____

(Post Office Address)

(Grantor Seal)

(Grantor Seal)

(Grantor Seal)

This instrument was prepared by Frontier West Virginia Inc., (Grantee), and was completed by TIMOTHY R. SPENCER.

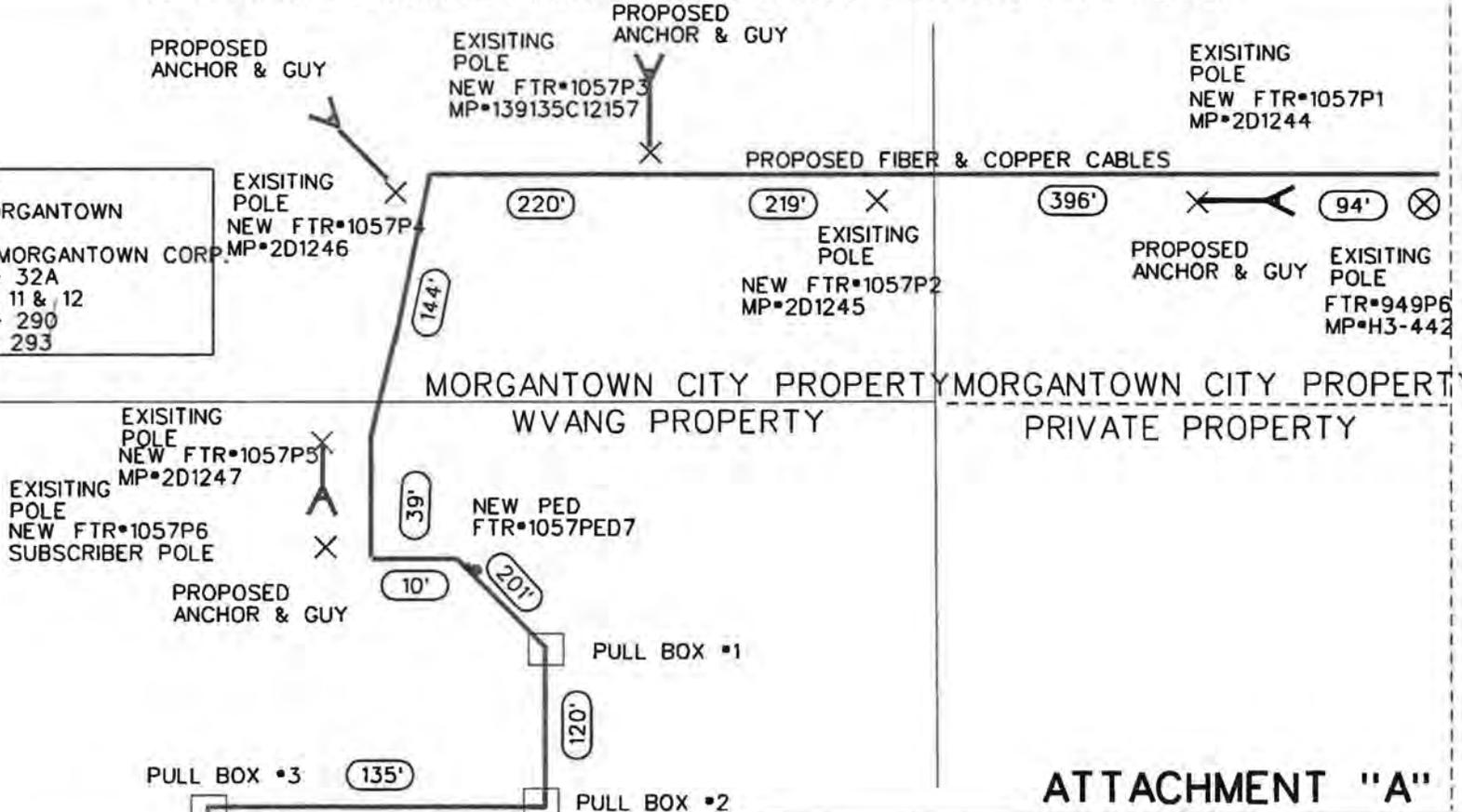
STATE OF WEST VIRGINIA

County of MONONGALIA

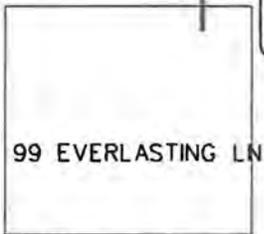
} TO WIT:

NOTICE: NOT FOR USE OR DISCLOSURE OUTSIDE THE VERIZON COMPANIES EXCEPT UNDER WRITTEN AGREEMENT

ROW#106996
CITY OF MORGANTOWN
DISTRICT - MORGANTOWN CORP.
MAP - 32A
PARCEL - 11 & 12
DEEDBOOK - 290
PAGE - 293



ATTACHMENT "A"



NEW ARMY NATIONAL GUARD READINESS CENTER

TITLE ETHERNET SERVICE ORDER COMPLETION				 NORTH ARROW
DESCRIPTION PLACE/TURN-UP ETHERNET EQUIPMENT AND FIBER				
RECORDS REF RT 2 PLT 15	DISTRICT	DED CODE 50072	DUE DATE 04/30/2014	
LOCATION 99 EVERLASTING LN	CITY/TOWNSHIP MORGANTOWN	RATE TYPE R	TAX DISTRICT 3116	SERVICE DATE 04/30/2014
DRAFTED BY TIM SPENCER	COUNTY MORGANTOWN	R/W SECURED BY	TAPER CODE 220999	PRIMARY VOLTAGE (JT,USE) (BUR,JT)
ENGINEER SPENCER TIMOTHY R	TEL # 304-296-7459	RC V329010	DATE	CLASS D
RECOMMENDED	TITLE	DATE	WIRE CENTER NAME MORGANTOWN	PRIORITY 1
APPROVED	TITLE	DATE	WIRE CENTER # 50072	TRACKING LMT #
APPROVED	TITLE	DATE	EXPOSED Y	DEPEND JOB
		AUTHORITY TYPE RWD	WIRE CENTER # 50072	ISSUE SHEET
		AUTHORITY # 1231892RWD	JOB # 1231892RWD	1 OF 1

RC DATE: EMT DATE: 03/24/2014

CITY OF MORGANTOWN

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATERWORKS SYSTEM OF THE CITY OF MORGANTOWN.

THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal water services provided to all general domestic, commercial, and industrial users of the City of Morgantown's Municipal Waterworks System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION 1 - TARIFF

927.01 RATE SCHEDULES

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the waterworks system of the City throughout the entire territory served. (Ord. 94-84. Passed 11-29-94.)

SCHEDULE NO. 1

(C) APPLICABILITY

Applicable in entire territory served, ~~(except for the former Cheat Neck Public Service District service area and Quarry Run area as provided in Schedule 6, and the former Pounds Hollow Water Association service area as provided in Schedule 7).~~ Effective for bills rendered on or after ~~January 1, 2012~~ July 1, 2014.

AVAILABILITY OF SERVICE

Available for general, domestic, commercial and industrial service.

RATE

Gallons Used Per Month		Rate Per 1,000 Gallons
First	60,000	\$3.87
All Over	60,000	\$2.53

(C) Indicates Change in Text

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per Month
5/8 inch or less	\$3.87
3/4 inch	\$5.83
1 inch	\$9.68
1 1/2 inch	\$19.35
2 inch	\$30.96
3 inch	\$58.05
4 inch	\$96.75
6 inch	\$193.50
8 inch	\$309.60

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(C, I) TAP FEE 3/4 inch or 1 inch

The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customers premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of ~~seven hundred dollars (\$700.00)~~ will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap ~~system~~ in accordance with the following schedule of fees:

<u>Meter (inches)</u>	<u>Tap Fee</u>
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
>2 inch	<u>Actual Cost</u>

(C) Indicates Change In Text

(I) Indicates Increase

RECONNECTION CHARGE

A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

LEAK ADJUSTMENT

~~\$0.385~~ 0.559 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(N) RETURNED CHECK CHARGE

A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(N) QUARRY RUN DEBT SERVICE SURCHARGE

Applicable only to customers in the Quarry Run area: \$40.00 per month, per customer. This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

SCHEDULE NO. 2

(C) APPLICABILITY

Applicable in entire territory served, ~~(except for the former Cheat Neck Public Service District service area and Quarry Run area as provided in Schedule 6, and the former Pounds Hollow Water Association service area as provided in Schedule 7).~~ Effective for bills rendered on or after ~~January 1, 2012~~ July 1, 2014.

AVAILABILITY OF SERVICE

Available for general, domestic, commercial and industrial service.

RATE

Gallons Used Bi-Monthly		Rate Per 1,000 Gallons
First	120,000	\$3.87
All Over	120,000	\$2.53

(N) Indicates New Text

(C) Indicates Change in Text

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

Meter (inches)	Rate Per (Bi-Monthly)
5/8 inch or less	\$7.74
3/4 inch	\$11.66
1 inch	\$19.36
1 1/2 inch	\$38.70
2 inch	\$61.92
3 inch	\$116.10
4 inch	\$193.50
6 inch	\$387.00
8 inch	\$619.20

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(C, I) TAP FEE 3/4 inch or 1 inch

The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customers premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of ~~seven hundred dollars (\$700.00)~~ will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system in accordance with the following schedule of fees:

<u>Meter (inches)</u>	<u>Tap Fee</u>
5/8 inch or less	\$700.00
3/4 inch	\$700.00
1 inch	\$1,000.00
1 1/2 inch	\$1,500.00
2 inch	\$2,000.00
>2 inch	Actual Cost

RECONNECTION CHARGE

A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

- (C) Indicates Change In Text
- (I) Indicates Increase

(C, I) LEAK ADJUSTMENT

~~\$0.385~~ 0.559 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(N) RETURNED CHECK CHARGE

A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(N) QUARRY RUN DEBT SERVICE SURCHARGE

Applicable only to customers in the Quarry Run area: \$80.00 bi-monthly, per customer. This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

SCHEDULE NO. 3

APPLICABILITY

Applicable in the City of Morgantown.

AVAILABILITY OF SERVICE

Available for service to public fire hydrants.

RATE

The City of Morgantown shall pay as a public fire charge at the rate of \$100.00 per hydrant per annum, payable in twelve equal monthly installments. This charge covers all water system facilities existing at Morgantown, West Virginia which are used in whole or in part for public fire service.

SCHEDULE NO. 4

APPLICABILITY

Applicable in the municipalities served by the Board excluding the City of Morgantown.

AVAILABILITY OF SERVICE

Available for service to public fire hydrants.

RATE

Any municipality shall pay as a public fire charge at the rate of \$100.00 per hydrant per annum, payable in twelve equal monthly installments. This charge covers all water system facilities existing in any municipality which are used in whole or in part for public fire service.

- (C) Indicates Change In Text
- (I) Indicates Increase
- (N) Indicates New Text

SCHEDULE NO. 5

APPLICABILITY

Applicable in entire territory served (except municipalities).

AVAILABILITY OF SERVICE

Available for service to private fire protection facilities.

RATE

	<u>Per Annum</u>
Fire Hydrants, each	\$145.00
Sprinkler Heads, 312 or less	\$145.00
Sprinkler Heads, each additional	\$0.52
Hose Connections, for fire use only:	
2 1/2 inch openings, each	\$84.50
2 inch openings, each	\$44.20
1 1/2 inch openings, each	\$24.25
1 1/4 inch openings, each	\$16.00
1 inch openings, each	\$10.00

MINIMUM CHARGE

One hundred forty-five dollars (\$145.00) per annum.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

TERMS AND CONDITIONS OF SERVICE

Charges for service rendered under this schedule are billed bi-monthly in arrears, and bills are payable on or before the twentieth (20th) day following the date rendered.

(N) RETURNED CHECK CHARGE

A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(N) Indicates New Text

(C)

SCHEDULE NO. 6

APPLICABILITY

~~Applicable in entire territory heretofore designated by the Monongalia County Commission as the Check Neck Public Service District and the Quarry Run area. Effective for bills rendered on or after January 1, 2012.~~

AVAILABILITY OF SERVICE

~~Available for general domestic, commercial and industrial service.~~

RATE

First	2,000 gal per month or 6,000 gal per quarter	\$3.87 per 1,000
Next	8,000 gal per month or 24,000 gal per quarter	\$3.59 per 1,000
Next	20,000 gal per month or 60,000 gal per quarter	\$3.48 per 1,000
Next	30,000 gal per month or 90,000 gal per quarter	\$3.39 per 1,000
All Over	60,000 gal per month or 180,000 gal per quarter	\$3.29 per 1,000

MINIMUM CHARGE

~~No bill will be rendered for less than the following amounts, according to the size of the meter installed:~~

5/8 inch meter	\$7.74 per month or \$23.22 per quarter
3/4 inch meter	\$11.15 per month or \$33.45 per quarter
1 inch meter	\$19.81 per month or \$59.43 per quarter
1 1/2 inch meter	\$44.58 per month or \$133.74 per quarter
2 inch meter	\$79.26 per month or \$237.73 per quarter
3 inch meter	\$178.33 per month or \$534.99 per quarter
4 inch meter	\$317.03 per month or \$951.09 per quarter
6 inch meter	\$713.32 per month or \$2,139.96 per quarter

DELAYED PAYMENT PENALTY

~~The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.~~

TAP FEE (3/4 inch or 1 inch)

~~The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customers premises in connection with a certificate proceeding before the Commission. This pre construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customer who apply for service outside of a certificate proceeding before the Commission for each new tap system.~~

(C) Indicates Change in Text

RECONNECTION CHARGE

~~A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.~~

LEAK ADJUSTMENT

~~\$0.385 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.~~

QUARRY RUN DEBT SERVICE SURCHARGE

~~Applicable only to customers in the Quarry Run area: \$40.00 per month, per customer or \$120.00 per quarter, per customer. This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.~~

(C)

SCHEDULE NO. 7

APPLICABILITY

~~Applicable in entire territory heretofore designated as the Pounds Hollow Water Association. Effective for bills rendered on or after January 1, 2012.~~

AVAILABILITY OF SERVICE

~~Available for water utility service.~~

RATE

First	6,000 gallons used per month	\$3.66 per 1,000 gallons
Next	4,000 gallons used per month	\$3.30 per 1,000 gallons
Next	10,000 gallons used per month	\$3.00 per 1,000 gallons
All Over	20,000 gallons used per month	\$1.84 per 1,000 gallons

MINIMUM CHARGE

~~No bill will be rendered for less than the following amount: \$21.96 bi monthly~~

DELAYED PAYMENT PENALTY

~~The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.~~

(C) Indicates Change in Text

TAP FEE (3/4 inch or 1 inch)

~~The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customers premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customer who apply for service outside of a certificate proceeding before the Commission for each new tap system.~~

RECONNECTION CHARGE

~~A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.~~

LEAK ADJUSTMENT

~~\$0.385 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.~~

(C)

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective ~~January 1, 2012,~~ July 1, 2014 or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

(C) Indicates Change in Text

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance in the *Dominion Post*, a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the City Council on Tuesday, April 15, 2014, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

CITY OF MORGANTOWN

AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.

THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewerage services provided to all general domestic, commercial, industrial and resale users and customers of the City of Morgantown's Municipal Sewage Treatment Plant and Collection System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION 1 – TARIFF

923.03 RATE SCHEDULES

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the sewer works system of the City throughout the entire territory served.

SCHEDULE NO. 1

- (C)
- (a) Applicable to entire territory served, except that served by Cheat Lake Wastewater Treatment Plant, the former Canyon Public Service District, and the former Scott's Run Public Service District. Effective for bills rendered on or after ~~January 1, 2012~~ July 1, 2014 except as otherwise noted.
- (1) Availability of service. Available for sanitary sewer service.
 - (2) Rate. Based upon the metered amount of water supplied.

(C) Indicates Change in Text

Gallons Used

First 60,000 per month,	or 120,000 bi-monthly	\$4.66 per 1,000 gallons
All Over 60,000 per month,	or 120,000 bi-monthly	\$4.00 per 1,000 gallons

(3) Minimum Charge.

Per month	\$ 4.66
Bi-monthly	\$ 9.32

(4) Tap fee. The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

(5) Delayed payment penalty. The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(6) Reconnection charge. A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(I) (7) Leak adjustment. ~~\$0.385~~ 0.396 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customers of the meter. This rate shall beside applied to all such unusual consumption above the customer's historical average usage.

(8) Sunshine Estates Debt Service Surcharge. Applicable only to customers in the Sunshine Estates area: \$32.00 per month per customer, or \$64.00 bi-monthly per customer. This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

(9) Sunshine Estates DCPSPD Transportation Surcharge. Applicable only to customers in the Sunshine Estates area: \$0.25 per 1,000 gallons.

(10) The surcharges described immediately above shall become effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia; and upon completion of the Sunshine Estates Sewer Project.

(N) (11) Returned Check Charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 2

(C, I) (b) Applicable to territory served by Cheat Lake Wastewater Treatment Plant. Effective for bills rendered on or after ~~January 1, 2012.~~ July 1, 2014.

(1) Availability of service. Available for sanitary sewer service.

(2) Rate. Based upon the metered amount of water supplied.

Gallons Used				
First	2,000 per month	or 4,000 bi-monthly	\$8.75 <u>10.85</u>	per 1,000 gallons
Next	8,000 per month	or 16,000 bi-monthly	\$8.00 <u>9.92</u>	per 1,000 gallons
Next	20,000 per month	or 40,000 bi-monthly	\$7.50 <u>9.30</u>	per 1,000 gallons
Next	30,000 per month	or 60,000 bimonthly	\$7.00 <u>8.68</u>	per 1,000 gallons
Next	940,000 per month	or 1,880,000 bi-monthly	\$6.00 <u>7.44</u>	per 1,000 gallons
All Over	1,000,000 per month	or 2,000,000 bi-monthly	\$5.50 <u>6.82</u>	per 1,000 gallons

(3) Minimum Charge.

A. Per month	\$ 17.50 <u>21.70</u>
B. Bimonthly	\$ 35.00 <u>43.40</u>

(4) Tap fee. A fee of seven hundred dollars (\$700.00) will be charged for new customers connecting to the sewerage system.

(5) Delayed Payment Penalty. The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(6) Reconnection Charge. A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charges whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(I) (7) Leak Adjustment. ~~\$0.385~~ 1.404 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(N) Indicates New Text

(C) Indicates Change in Text

(I) Indicates Increase

(N) (8) Returned Check Charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 3

(c) Applicable to territory served by Star City Wastewater Treatment Plant, and delivered by other systems. Effective for bills rendered on or after January 1, 2012.

(1) Availability of service. Available for sanitary sewer service to other systems.

(2) Rates. All wastewater from other systems will be treated at the approved rate of \$1.50 per 1,000 gallons.

(C)

SCHEDULE NO. 4

(d) Applicable to the former Canyon Public Service District service area. Effective for bills rendered on or after ~~August 22, 2013~~ July 1, 2014.

(1) Availability of service. Available for sanitary sewer service.

(2) Rates. (Customers with metered water supply)

Service Charge	\$8.50 per month, or \$17.00 bi-monthly
Usage Charge	\$8.67 per 1,000 gallons

(I) (3) Minimum Charge. No minimum bill will be rendered for less than the following based on meter size:

Meter Size	Minimum Charge
5/8"	\$25.46 <u>25.84</u> per month, or \$50.92 <u>51.68</u> bi-monthly
1 1/2"	\$125.78 per month, or \$251.56 bi-monthly
2"	\$201.02 per month, or \$402.04 bi-monthly

(C) (4) Flat Rate Charge. Customers with non-metered water supply \$25.84 per month, or \$51.68 bi-monthly.

(5) Tap fee. The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

- (N) Indicates New Text
- (C) Indicates Change in Text
- (I) Indicates Increase

(6) Delayed payment penalty. The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(7) Disconnection charge. Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with the Cheat View Public Service District, a disconnection fee of \$15.00 shall be charged or in the event the delinquent sewer bill is collected by Cheat View Public Service District, an administrative fee of \$15.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Cheat View Public Service District, is reconnected, a reconnection fee of \$15.00 shall be charged.

(C) (8) Leak adjustment. ~~\$2.89~~ 0.396 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(N) (9) Returned Check Charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 5

(e) Applicable to the former Scott's Run Public Service District service area. Effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia; and upon acquisition of the Scott's Run Public Service District.

(1) (Availability of service. Available for sanitary sewer service.

(C) (2) Rates. (Customers with metered water supply)
Service Charge \$8.50 per month, or \$17.00 bi-monthly
Usage Charge \$8.53 per 1,000 gallons

(C) (3) Flat Rate Charge. (Customer with non-metered water supply)
Equivalent to ~~3,832~~ 4,000 gallons water usage, ~~\$41.47~~ 42.62 monthly, or
Equivalent to 8,000 gallons water usage, \$85.24 bi-monthly

(4) Delayed payment penalty. The above schedule is net. On all accounts not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(C) Indicates Change in Text

(N) Indicates New Text

(5) Tap fee. The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

(6) Disconnect/Reconnect/Administrative Fees. Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Pleasant Valley Public Service District, a disconnection fee of \$20.00 shall be charged or in the event the delinquent sewer bill is collected by Pleasant Valley Public Service District, an administrative fee of \$20.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Pleasant Valley Public Service District, is reconnected, a reconnection fee of \$20.00 shall be charged.

(C) (7) Returned Check Charge. A service charge ~~equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00~~ of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(C) (8) Leak adjustment. ~~\$0.64~~ 0.396 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all consumption above the customer's historical average usage.

~~This Ordinance shall become effective forty five (45) days after enactment or as otherwise provided herein.~~ The rates, charges and penalties provided herein shall become effective July 1, 2014 or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

(C)

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective ~~January 1, 2012,~~ July 1, 2014 or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

(C) Indicates Change in Text

SECTION 3 – SEVERABILITY: REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance in the *Dominion Post*, a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the City Council on Tuesday, April 15, 2014, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 921.12 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO THE DISCHARGE OF DETRIMENTAL WASTES INTO ANY SEWER.

The City of Morgantown hereby ordains that Section 921.12 of its Streets, Utilities and Public Services Code is amended as follows (new matter underlined, deleted matter struck through):

921.12 DETRIMENTAL WASTES.

- (a) No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer.
- (b) No person shall discharge or cause to be discharged or infiltrated or conveyed to in any form any of the following described waters or wastes to any public sewer:
 - (1) Any gasoline, benzene, naphtha, fuel oil, motor oil or other flammable or explosive liquid, solid or gas.
 - (2) Any water or waste with a BOD in excess of 300 milligrams per liter, except as provided for herein.
 - (3) Any water or waste containing suspended solids in excess of 300 milligrams per liter, except as provided for herein.
 - (4) Any water containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant effluent.
 - (5) Any water or waste having a pH lower than 6.5 or greater than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the wastewater works or the public sewers.
 - (6) Any solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation in the wastewater facilities such as, but not limited to, gravel, ashes, bones, red dog, sand, mud, coal, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (7) Any liquid or gas having a temperature higher than forty degrees Centigrade.
 - (8) Any heat transfer into the sewer having a deleterious effect on the sewer, private service connections to the sewer, and/or compliant collection and treatment of wastewater flows and or raising the temperature of the normally conveyed waste flow in excess of 40 degrees Centigrade.
- (c) The following described substances, materials, waters or wastes shall be limited in discharges to the sewer system, to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger life, limb, public property or constitute a nuisance. The limitations or restrictions on materials or characteristics of

waste or wastewater discharged to the sewer system which shall not be exceeded by any person without approval of the Manager are as follows:

- (1) Wastewater having a temperature higher than forty degrees Centigrade.
 - (2) Wastewater containing more than twenty-five milligrams per liter of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin.
 - (3) Wastewater containing floatable oils, fat, or grease in excess of 500 milligrams per liter.
 - (4) Any garbage that has not been properly shredded with no particle greater than one-half inch in any dimension. Garbage grinders may be connected to sanitary sewers only from homes, hotels, institutions, restaurants, hospitals or similar places where garbage originates from the preparation of food in on-site kitchens for the purpose of consumption on the premises.
 - (5) Any water or waste containing iron, chromium, copper, zinc, mercury and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceed the limits established by the Manager for such materials.
 - (6) Any water or waste containing color-producing or odor-producing substances exceeding limits which may be established by the Manager.
 - (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable State or Federal regulations.
 - (8) Quantities of flow, concentrations or both which constitute a "slug" as defined herein.
 - (9) Water or waste containing substances such as synthetic detergents which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (d) No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Board and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Board for treatment.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

921.12 **DETRIMENTAL WASTES**

(a) No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer.

(b) No person shall discharge or cause to be discharged or infiltrated or conveyed to in any form any of the following described waters or wastes to any public sewer:

(1) Any gasoline, benzene, naphtha, fuel oil, motor oil or other flammable or explosive liquid, solid or gas.

(2) Any water or waste with a BOD in excess of 300 milligrams per liter, except as provided for herein.

(3) Any water or waste containing suspended solids in excess of 300 milligrams per liter, except as provided for herein.

(4) Any water containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant effluent.
(Ord. 11-16-82.)

(5) Any water or waste having a pH lower than 6.5 or greater than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the wastewater works or the public sewers.
(Ord. 92-35. Passed 9-1-92.)

(6) Any solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation in the wastewater facilities such as, but not limited to, gravel, ashes, bones, red dog, sand, mud, coal, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(7) Any liquid or gas having a temperature higher than forty degrees Centigrade.

(8) Any heat transfer into the sewer having a deleterious effect on the sewer, private service connections to the sewer, and/or compliant collection and treatment of wastewater flows and or raising the temperature of the normally conveyed waste flow in excess of 40 degrees Centigrade.

(c) The following described substances, materials, waters or wastes shall be limited in discharges to the sewer system, to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger life, limb, public property or constitute a nuisance. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sewer system which shall not be exceeded by any person without approval of the Manager are as follows:

- (1) Wastewater having a temperature higher than forty degrees Centigrade.
- (2) Wastewater containing more than twenty-five milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or products of mineral oil origin.
- (3) Wastewater containing floatable oils, fat, or grease in excess of 500 milligrams per liter.
- (4) Any garbage that has not been properly shredded with no particle greater than one-half inch in any dimension. Garbage grinders may be connected to sanitary sewers only from homes, hotels, institutions, restaurants, hospitals or similar places where garbage originates from the preparation of food in on-site kitchens for the purpose of consumption on the premises.
- (5) Any water or waste containing iron, chromium, copper, zinc, mercury and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceed the limits established by the Manager for such materials.
- (6) Any water or waste containing color-producing or odor-producing substances exceeding limits which may be established by the Manager.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable State or Federal regulations.
- (8) Quantities of flow, concentrations or both which constitute a "slug" as defined herein.
- (9) Water or waste containing substances such as synthetic detergents which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(d) No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Board and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Board for treatment.

(Ord. 11-16-82.)

Reimbursement Resolution
Wastewater Treatment System Improvement Project

REIMBURSEMENT RESOLUTION

RESOLUTION STATING THE REASONABLE EXPECTATION OF THE CITY COUNCIL OF THE CITY OF MORGANTOWN TO REIMBURSE THE MORGANTOWN UTILITY BOARD FOR CAPITAL EXPENDITURES IN CONNECTION WITH THE DESIGN, ACQUISITION AND CONSTRUCTION OF COMBINED UTILITY SYSTEM FACILITIES AND IMPROVEMENTS MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS OR OTHER OBLIGATIONS.

WHEREAS, The City of Morgantown (the "City"), adopted a Reimbursement Resolution on November 5, 2012; however, the estimated cost of the Project has increased;

WHEREAS, The City of Morgantown (the "City"), acting through the Morgantown Utility Board ("MUB"), has determined to acquire and construct certain improvements to the sanitary sewerage portion of the existing combined utility system of MUB (the "System"), including, but not limited to, renovations and improvements to the existing wastewater treatment facilities, and the revised estimated cost not to exceed \$75,000,000;

WHEREAS, the City will finance all or a portion of the costs of design, acquisition and construction of the Project through the issuance of tax-exempt revenue bonds or other obligations in one or more series, in an aggregate amount estimated not to exceed \$75,000,000 (the "Bonds");

WHEREAS, the City expects MUB to make certain capital expenditures relating to the Project prior to issuance of the Bonds;

WHEREAS, such costs will be paid from MUB'S operating account (the "Operating Account") or MUB's payroll account (the "Payroll Account"); and

WHEREAS, the City Council reasonably expects that the City will reimburse MUB for a portion of the cost of the Project in an amount not to exceed \$10,000,000, for costs incurred prior to issuance of the Bonds, from the proceeds of sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, AS FOLLOWS:

Section 1. The City Council of The City of Morgantown reasonably expects that the City will reimburse MUB for certain capital expenditures made not more than 60 days prior to

the date of adoption of this resolution (and after the date of such adoption, but prior to the issuance of the Bonds) in connection with the Project, such capital expenditures to be undertaken or incurred prior to the execution and delivery of the Bonds, from the proceeds of such Bonds, which Bonds are reasonably expected to be executed and delivered within 18 months from the later of (i) the expenditure for payment of said costs or (ii) the placing of the Project in service.

Section 2. This Resolution is intended to constitute a "declaration of official intent" pursuant to Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended (the "Reimbursement Regulations").

Section 3. The source of payment for such capital expenditures will be MUB's Operating Account and/or MUB's Payroll Account, and upon issuance of the Bonds, proceeds thereof not to exceed the amount of such capital expenditures will be applied by the City to MUB for the reimbursement of such Operating Account and Payroll Account, such allocation not exceed \$10,000,000.

Section 4. The maximum principal amount of Bonds expected to be issued for the Project is \$30,000,000.

Section 5. The City, through MUB, shall provide written evidence of all reimbursement allocations.

Section 6. This Resolution shall become effective on the date of its adoption.

Adopted: April ____, 2014.

THE CITY OF MORGANTOWN

By: _____
Its Mayor

By: _____
Its City Manager

CERTIFICATION

I, Linda Little, City Clerk of The City of Morgantown, do hereby certify that the foregoing is a true and accurate copy of a Reimbursement Resolution adopted by the City Council of The City of Morgantown at a regular meeting of City Council held April __, 2014, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this April ____2014.

[SEAL]

By: _____
City Clerk

Reimbursement Resolution
Water System Source of Supply and Reliability Improvement Project

REIMBURSEMENT RESOLUTION

RESOLUTION STATING THE REASONABLE EXPECTATION OF THE CITY COUNCIL OF THE CITY OF MORGANTOWN TO REIMBURSE THE MORGANTOWN UTILITY BOARD FOR CAPITAL EXPENDITURES IN CONNECTION WITH THE DESIGN, ACQUISITION AND CONSTRUCTION OF COMBINED UTILITY SYSTEM FACILITIES AND IMPROVEMENTS TO THE WATERWORKS PORTION OF THE SYSTEM MADE PRIOR TO THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS OR OTHER OBLIGATIONS.

WHEREAS, The City of Morgantown (the "City"), acting through the Morgantown Utility Board ("MUB"), has determined to acquire and construct certain improvements to the waterworks portion of the existing combined utility system of MUB (the "System"), including, but not limited to auxiliary power for the water treatment plant, expansion and upgrade of the existing Cobun Creek Reservoir, construction of a new (second) Cobun Creek Reservoir, construction of a new remote Monongalia River Intake and other improvements to improve source water protection and system reliability such as Long Term Master Planning, raw water storage tanks, and pollution prevention facilities at Potential Significant Contaminant Sources (PSCS); and the cost thereof is estimated not to exceed \$30,000,000;

WHEREAS, the City will finance all or a portion of the costs of design, acquisition and construction of the Project through the issuance of tax-exempt revenue bonds or other obligations in one or more series, in an aggregate amount estimated not to exceed \$30,000,000 (the "Bonds");

WHEREAS, the City expects MUB to make certain capital expenditures relating to the Project prior to issuance of the Bonds;

WHEREAS, such costs will be paid from MUB'S operating account (the "Operating Account") or MUB's payroll account (the "Payroll Account"); and

WHEREAS, the City Council reasonably expects that the City will reimburse MUB for a portion of the cost of the Project in an amount not to exceed \$10,000,000, for costs incurred prior to issuance of the Bonds, from the proceeds of sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, AS FOLLOWS:

Section 1. The City Council of The City of Morgantown reasonably expects that the City will reimburse MUB for certain capital expenditures made not more than 60 days prior to the date of adoption of this resolution (and after the date of such adoption, but prior to the issuance of the Bonds) in connection with the Project, such capital expenditures to be undertaken or incurred prior to the execution and delivery of the Bonds, from the proceeds of such Bonds, which Bonds are reasonably expected to be executed and delivered within 18 months from the later of (i) the expenditure for payment of said costs or (ii) the placing of the Project in service.

Section 2. This Resolution is intended to constitute a “declaration of official intent” pursuant to Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended (the “Reimbursement Regulations”).

Section 3. The source of payment for such capital expenditures will be MUB’s Operating Account and/or MUB’s Payroll Account, and upon issuance of the Bonds, proceeds thereof not to exceed the amount of such capital expenditures will be applied by the City to MUB for the reimbursement of such Operating Account and Payroll Account, such allocation not exceed \$10,000,000.

Section 4. The maximum principal amount of Bonds expected to be issued for the Project is \$30,000,000.

Section 5. The City, through MUB, shall provide written evidence of all reimbursement allocations.

Section 6. This Resolution shall become effective on the date of its adoption.

Adopted: April ____, 2014.

THE CITY OF MORGANTOWN

By: _____
Its Mayor

By: _____
Its City Manager

CERTIFICATION

I, Linda Little, City Clerk of The City of Morgantown, do hereby certify that the foregoing is a true and accurate copy of a Reimbursement Resolution adopted by the City Council of The City of Morgantown at a regular meeting of City Council held April __, 2014, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this April ____ 2014.

[SEAL]

By: _____
City Clerk

RESOLUTION

RESOLUTION DESIGNATING ARTS MONONGAHELA, INC., AS THE ARTS COUNCIL FOR THE CITY OF MORGANTOWN AND AUTHORIZING ARTS MONONGAHELA TO APPLY FOR DESIGNATION OF THE CITY OF MORGANTOWN AS A CERTIFIED ARTS COMMUNITY

WHEREAS, the arts play an essential role in the City of Morgantown, West Virginia (the "City"), which includes but is not limited to the following:

- (a) Contributing to the new economy and rebranding of the City by enhancing quality of life, economic development and tourism;
- (b) Contributing to the economy directly through the sale of artworks and paid performances and indirectly through increased traffic for shops, hotels and motels and restaurants before and after arts events;
- (c) Enhancing the ability to attract new and expanded business to the area by providing the quality of life most businesses seek for their employees;
- (d) Assisting with downtown reinvestment and revitalization by encouraging a downtown active with cultural activity after business hours;
- (e) Bringing together diverse people through active participation in culture;
- (f) Providing learning opportunities for students of all ages, important to each individual's critical thinking, aesthetic and emotional development;
- (g) Involving artists on planning committees for beautification projections and other civic projects; and
- (h) Making the City a better place to live and work,

WHEREAS, the City Council of the City acknowledges, supports and desires to solidify this essential role of the arts in the community and the cooperation among arts organizations, the business community and governmental entities for integration of the arts into the fabric of the community;

WHEREAS, Arts Monongahela, Inc. ("Arts Mon") is a 501(c)(3) organization that originated from a community arts collaborative and serves as (a) an advocate for the arts, including arts organizations and artists; (b) the sponsor of art exhibits, musical and literary performances and other visual and performing arts exhibits, free and available to the public; (c) a

collaborator with both public and higher education in providing arts educational opportunities; and (d) and an advocate for and leader of collaborative efforts among arts organizations, such as Arts on the River;

WHEREAS, Arts Mon desires to apply for designation of the City as a certified arts community under the West Virginia Commission on the Arts' West Virginia Certified Arts Community Program (the "Program") and to serve as the arts council required by the Program;

WHEREAS, there have been provided to the City Council letters from community arts organizations, business organizations and others, supporting both designation of the City as a certified arts community and of Arts Mon as the arts council; and

WHEREAS, the City Council recognizes the importance of the arts to the economic development, educational quality and civic involvement and desires to have the City designated as a certified arts community under the Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN:

1. Findings. The Preambles to this Resolution are adopted as official findings of the City Council.
2. Designation of Arts Council. Arts Mon is hereby designated as the arts council for the City.
3. Application for Designation as Certified Arts Community. Arts Mon is hereby authorized to file an application for designation of the City as a certified arts community under the Program. The City Manager and City Clerk are authorized and directed to take such further actions and execute such documents as Arts Mon considers necessary or desirable for the application.
4. Effective Date. This Resolution shall take effect immediately upon its adoption.

Mayor

City Clerk



Morgantown Dance

A not-for-profit community organization

5000 Greenbag Road, Morgantown, WV 26501

www.morgantowndance.org

304-292-3266

Mayor Jenny Selin and members of Morgantown City Council
1224 Fairlawns Avenue, Morgantown, WV 26505

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

Dear Mayor Selin and City Council Members,

Morgantown Dance founded in 1991 as the Northern West Virginia Dance Council is a 501-C(3) non-profit organization. Our organization was founded by community volunteers to support dance, especially classical ballet, in Morgantown. In 2005, in order to more accurately reflect the scope of its work, the Council was renamed and does business as Morgantown Dance. Our school core group of volunteers has continued to grow over the years, yet we lack a strong and constant connection to other arts organizations in Morgantown.

Morgantown Dance supports designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. We believe this proposal will strengthen Morgantown by uniting the arts within one organization. In the past years fiscal support for the arts in Morgantown has decreased sharply. If the arts, especially non-profits, want to advocate for more support we need to work together to support each other. This is where an Arts Council can play a crucial role. Currently Morgantown has a vibrant arts community but there is not center connecting them all together and therefore we don't seem to talk to each other enough. That needs to change and an Arts Council can make a huge difference in ensuring that we the arts communicate with each other and speak with one loud and confidence voice in Morgantown.

Creating an arts council and enabling it to seek Certified Arts Community status supports our mission to promote quality dance education and performance opportunities for dancers of all levels in the Morgantown area and surrounding region. Morgantown Dance supports a non-profit school and Ballet Company as well as an array of community productions. We are very engaged in community activities that include Morgantown's Kid Days, Arts Alive on the River Festival, the Arts Walk, and we have performed at the Morgantown Fair in August, the Magical Night of Giving in December, and the Martin Luther King Day Celebration in January as well as local retirement homes. Our goal is to provide our community with a growing awareness of and appreciation for the art of dance. Cooperating with other local arts organizations and working with an Arts Council can help us engage with the community in new and innovative ways that we cannot do alone. We can learn from others and expand our visibility as an arts organization.

For these reason, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

Shannon Walker
Morgantown Board, President

~ Morgantown Dance is the working name for the Northern West Virginia Dance Council, Inc. ~

Board of Directors: Shannon Walker-President, Teddi Cox-Vice President,

Liz Finklea-Vice President, Sonja Kelley-Treasurer, Jane Frist-Secretary,

Cathy Allen, Katherine Lambertson, Nancy Maunz, Gretchen Moore (ex officio), Cindy Taylor, Debbie West, Isaac Wolford



LETTER OF SUPPORT

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Beth Fuller, President of Your Community Foundation, Inc.

Date: February 18, 2014

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

We support designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. We believe this proposal will strengthen Morgantown by revitalizing the arts collaborative efforts in Morgantown. Creating an arts council and enabling it to seek Certified Arts Community status supports our mission to address the needs of the community to measurably improve the quality of life in our region.

As our area becomes more culturally diverse, there is a strong need to provide many different opportunities for individuals seeking artistic education, entertainment and expression. A strong vibrant arts and cultural community enhances the quality of life for the residents and encourages new business and growth. Bringing our art and cultural organizations together under one leadership through Arts Monongahela will enable our local organizations to work together to access funding opportunities, increase local awareness of arts activities, and to provide a forum to discuss and act on new opportunities both at home and outside our region.

In addition, a Certified Arts Community status for Morgantown will build collaborative planning with community, government, businesses, and the arts, thus keeping the city's cultural and artistic heritage on the civic agenda.

For these reasons, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

A handwritten signature in cursive script that reads 'Beth Fuller'.

Beth Fuller
President

Offices located at

111 High Street

Mailing address:

PO Box 409

Morgantown, WV

26507

P: 304.296.3433

F: 304.225.0102

W: ycfwv.org



downtownmorgantown.com • e-mail: exdirector@downtownmorgantown.com

Main Street Morgantown, Inc. • 201 High Street Suite 2 • Morgantown, WV 26505 • (304) 292-0168

March 10, 2014

LETTER OF SUPPORT

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Main Street Morgantown

RE: Support for designating Arts Monongahela and other Arts initiatives in Morgantown as an Arts Council and seeking WV Certified Arts Community status for Morgantown.

We believe this proposal will strengthen Morgantown by ~ drawing visitors to the area, which translates into dollars for local businesses. The arts attract visitors who spend more on overnight lodging, shopping and dining.

Creating an arts council and enabling it to seek Certified Arts Community status supports our mission: Main Street Morgantown is dedicated to:

- An attractive and meaningful physical design of our inner city;
- An active promotion of the offerings of downtown businesses and services;
- An active restructuring of all facets of downtown interests to pursue retention and recruitment of goods, services and culture;
- An effective, well-represented organization to meet our goals.

For these reason, we strongly support Arts Monongahela and encourage them to seek WV Certified Arts Community status.

Sincerely,

Terri R. Cutright, CMSM
Executive Director Main Street Morgantown



TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Michael Mills, AIA
Managing Principal
Mills Group
206 High Street

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

I am writing to you to share our support designating **Arts Monongahela** as the city's Art Council and empowering it to seek *Certified Arts Community* status with the state of West Virginia. We believe this proposal will strengthen Morgantown by continuing **Arts Mons'** mission to engage citizens and local artists in a dialog of the benefits/value of fine arts with an overarching goal of improving economic, cultural, and social realms. The efforts of Arts Mon are multi-generational and multi-disciplinary in reach and provide opportunities for social engagement.

Creating an arts council and enabling it to seek *Certified Arts Community* status supports our business model to educate clients and the public on the value of good design and why would you hire a design professional. As a burgeoning architectural practice based in Morgantown and providing services throughout the state we are challenged by a lack of understanding that we are not just a service industry by can add value to any design problems in the built environment and enhance the end results to allow generations to enjoy.

We have had the opportunity to work closely with the staff of **Arts Mon** on an annual "UpCycle" project that collected architectural product samples from area firms and sourced them to local school art programs. This has brought an awareness of opportunities to repurpose materials and allow for creative works as a result. We have also had the opportunity to attend many events in the **Arts Mon Gallery** which have had a great public draw and in turn have brought people to down town Morgantown to the benefit of many private sector businesses like our own.

For these reasons, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

Michael J. Mills, Architect, AIA
Mills Group, LLC



TO: Mayor Jenny Seline and members of Morgantown City Council

FROM: Morgantown Art Association

RE: Support for Arts Monongahela as the designated representative to seek **Certified Arts Community** status for Morgantown.

The Morgantown Art Association and its 107 members recommend designating Arts Monongahela, "Arts Mon", as spokesperson for Morgantown's Art Council and to represent Morgantown's Arts community and seek **Certified Arts Community** status with the State of West Virginia for all of the participating organizations and their membership and constituencies. We believe this proposal will strengthen Morgantown in many ways:

- Highlighting the unique cultural and artistic diversity in our city

- Better informing people of our many artistic and civic organizations

- Encouraging new groups to become involved in the arts and on the Arts Council

- Promoting increased cooperation between our city's art organizations

- Providing opportunities for increased funding for the arts organizations

- Providing growth opportunities for our city and perhaps increased tax revenues

- Drawing visitors to the area and increasing tourism revenue for our local businesses

- Growing the arts in Morgantown with increased support funding for both individual artists and art organizations.



Creating an Arts Council and obtaining **Certified Arts Community** status will be a tremendous asset for the city; failure to act on this could put us at a disadvantage to other state communities that are successful in achieving **Certified Arts Community** status. Also, **Certified Arts Community** status supports and is consistent with our mission by reinforcing the mission of the Morgantown Art Association “to bring together all those individuals interested in the creative arts”.

For these reasons, we strongly support designating Arts Monongahela as spokesperson for the Arts Council and to encourage them to seek **Certified Arts Community** status for all the member organizations.

Sincerely,

D. Byron Witt,
President
Morgantown Art Association

TO: Mayor Jenny Seline and members of Morgantown City Council

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

I support designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. I believe this proposal will strengthen Morgantown by integrating creative activities and individuals into the life of the community. Certified Arts Community status will also offering broader opportunities for creative expression to all citizens and attracting high quality public art to enhance the areas natural and community assets

Creating an arts council and enabling it to seek Certified Arts Community status supports my harp studio mission by providing community access to local artists. I feel that community involvement is an essential aspect of musical performance. I'd like to see my students involved in local arts projects associated with Morgantown, WV as a Certified Arts Community.

For these reason, I strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

Christine Mazza,
Harp instructor WVU School of Music
Website: christinemazzaharpist

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Alison Helm Director School of Art and Design

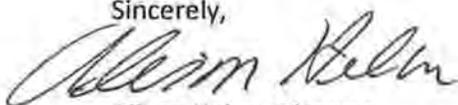
RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

I support designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. I believe this proposal will strengthen Morgantown by allowing arts entities to apply for state and federal grant funding. This will take some of the burden off of the local government to raise funds for the arts. There are very few art galleries in Morgantown and there is a limited amount of work shown local, regional and national artists. Hopefully this designation will open a few doors to increase the capacity and interplay of the arts with the community. This designation will help Morgantown to become a designation for the arts in our state.

Creating an arts council and enabling it to seek Certified Arts Community status supports our mission of promoting, publicizing, and disseminating information about the arts to the community and region. Increasing the arts presence will help to educate and encourage artists to create and produce works of art. An increased presence will also increase business in Morgantown. Listing Cultural Events either in newspapers, events listings, and various electronic communication vehicles will help to increase activity in the area. Giving artists opportunities and support will advance knowledge, skill and cultural exploration through direct contact with the Arts Monongahela. Increasing opportunities will also deepen awareness of traditional arts practices and an understanding of contemporary art. This organization will be able to premier regional and national artists with greater ease. The arts can reshape the business of social change through arts entrepreneurship and community partnerships. Art can educate and inspire youth and community members of all ages by supporting positive change through visual artistic engagement.

For these reasons, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

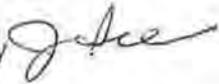


Alison Helm, Director
School of Art and Design
College of Creative Arts
West Virginia University
Morgantown, WV 26506-6111
Alison.Helm@mail.wvu.edu
304-282-1230



Date: February 21, 2014

To: Mayor Jenny Seline and members of Morgantown City Council

From: Joyce Ice, Director, Art Museum of West Virginia University 

Re: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

I write in support of designating Arts Monongahela as the city's Arts Council and enabling it to seek Certified Arts Community status with the state of West Virginia. I believe this action will strengthen Morgantown by helping to attract new creative businesses and new businesses looking for an arts-friendly climate for their employees, thus helping us move toward becoming a vibrant, nationally-known Creative City.

Further, the visibility of an Arts Council will improve collaboration and coordination for the arts and will strengthen the sense of civic pride in the city's cultural and artistic heritage. Broader opportunities for artistic expression will benefit our community in both tangible and intangible ways.

With the addition of a new Art Museum on the Evansdale campus and Arts Monongahela anchoring the downtown, all of Morgantown will benefit from increased access to the arts, educational programs, and the enhanced quality of life that active arts organizations bring to their communities.

For these reasons, I strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

To Mayor Jenny Seline and Members of Morgantown City Council:

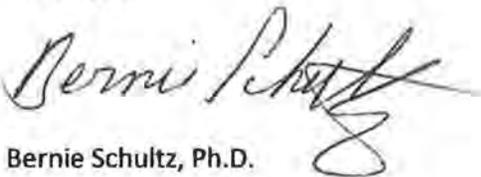
I am writing to support the designation of Arts Monongahela as our Arts Council for Morgantown. This, in turn, will allow us to apply for the designation, from the West Virginia Commission on the Arts, as a Certified Arts Community. This is a title which Morgantown so richly deserves.

My support for this action is founded in my thirty seven years of living in Morgantown, the experience of volunteering with a number of community arts organizations, including Arts Mon, serving from 2000 to 2011 as Dean of WVU's College of Creative Arts, and currently serving as a member of the West Virginia Commission on the Arts. In this latter role as a Commission member, I have seen firsthand what the designation as a Certified Arts Community can mean to a city or town in our State. Personally, I feel that Morgantown is long overdue for this honor.

Over these past decades, I have been thrilled to witness the economic and cultural growth of our community (the two go hand in hand). With a variety of performance venues, quality local arts organizations, and the ability to attract international level artistic talent, Morgantown is a great place for the arts! Allowing Arts Monongahela to be the official Arts Council would create a more comprehensive coordination of arts organizations and activities, a greater reach for audience development (which includes enhancing our quality of life), more significant opportunities to gain grant funds, and a more focused way for our arts organizations to contribute to the local economy.

To me, these two designations represent logical steps in the cultural growth of Morgantown. I urge you to support these initiatives.

Thank you.



Bernie Schultz, Ph.D.

Director of Education and External Affairs, Art Museum of WVU

And Professor of Art History, College of Creative Arts

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Community Coalition for Social Justice, Morgantown

RE: Designating Arts Monongahela as Morgantown's Arts Council and seeking WV Certified Arts Community status

DATE: February 27, 2014

We support designating Arts Monongahela as the city's Art Council and support empowering it to seek Certified Arts Community status with the state of West Virginia. We believe this proposal will strengthen Morgantown by building collaborative planning with community, government, businesses, and the arts, thus keeping the city's cultural and artistic heritage on the civic agenda.

Creating an arts council and enabling it to seek Certified Arts Community status will support the mission of our organization, Community Coalition for Social Justice. We believe that the arts can be a strong support for social justice. Arts Mon has been a generous venue for CCSJ and other area activists and has been a proven friend time and again.

For these reasons, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

Susan Brown and Rosa Becker, Co-Chairs
Community Coalition for Social Justice
Morgantown, WV

DATE: March 12, 2014

TO: Mayor Jenny Selin and Morgantown City Council

FROM: George M. Lies, Morgantown Writers Group (Past Pres., WVV, Inc.) - gm

RE: LETTER OF SUPPORT—Designation of Arts Monongahela as Arts Council with Certified Arts Community



Morgantown Writers Group with 85 writers in this region supports the designation of Arts Monongahela as the city's Arts Council empowering the agency to seek Certified Arts Community status within the state of West Virginia. This proposal will strengthen Morgantown for the reasons described below by creating an arts council that can seek Certified Arts Community status within the state and one that supports Morgantown's literary ambitious and mission.

Morgantown Writers Group (MWG), founded in 1994 at the Morgantown Public Library, urges City Council to designate Arts Monongahela West Virginia as an official arts council. Known affectionately as Arts Mon, this community hub for writers, artists, and writers was created by the city's Vision Planning Group back in 2000.

While Arts Mon has survived downturns in poor economic times, the Director Jeannie Kuhn, its Board, and numerous volunteer staff have survived by working long hours. They did so to make the city more of a "resident-friendly" community. Moreover, the designation will be an important step in the process for Arts Mon to pursue Certified Arts "community status" within the state of West Virginia.

I can attest to the quality of support by Arts Mon to meet the goals of writers in the city. While Morgantown Writers Group boasts of 85 writers in north central region of West Virginia, there are three other writer organizations that have benefited from Arts Mon's community outreach: Morgantown Poets, which meets at Monongalia Arts Center, and Morgantown Playwrights, which meets twice monthly at M.T. Pockets Theater.

Morgantown Writers Group (MWG), which celebrates its 21st Anniversary Year in 2014, is part of a third group—the larger statewide 385-member network of writers who elect the Board of Directors of West Virginia Writers, Inc. The WVV, Inc., was founded in 1977 and was incorporated as a 501(c)(3) non-profit organization in 1978.

Given this broad interest in literary activities in the Morgantown area, the region, and the state, the Morgantown Writers Group worked with artists and musicians through the Arts Mon network to develop a Vision 2020 Strategy and Plan. There are three (3) components to the vision:

- A regular emphasis on literary arts programs such as workshops, readings, conferences, and related readings and events, with music and art gallery exhibits;

- The production of literary products, such as publications, books, and the applicable use of online blogs and web portals, as well as CDs or DVDs; and,
- A long-term goal of establishing a Literary Center in Morgantown; based on the precedent of Literary House, in Romney, WV, established in 1819, and on operating model of the Writers Center, Bethesda, MD, recognized in the Mid-Atlantic Region.

Over the years, Arts Mon has provided shelter as a venue and community vigor for helping West Virginia writers read and promote their works. Founded in 1994, the Morgantown Writers Group sponsors Literary Days in June and Saturday workshops in Fall and Winter. This active group evolved out of the Golden Rod Writers Conference (1983-2001). It has 84 members; and about 14 who meet monthly at the city library (Aug.-June). Its publications are *Janus '95*, *Pokeberry Days*, *Mist on the Mon*.

Also, Arts Mon has demonstrated capacity to host multiple artistic programs where writers, musicians, and art work share a stage. Morgantown Writers has hosted at least eight (8) events in three years at Arts Mon, and several in cooperation with the WVU Press, which publishes and promotes state's writers. Also, the Director of Arts Mon has made the art gallery available for cooperative art and Appalachian music venues for both West Virginia University and Morgantown Sister Cities, such as hosting 20 China Deans and Directors last July 2013.

Given this impetus, writers at the hub of a growing county feel at home in the city thanks to the combined support of Morgantown Writers and Arts Mon. With this in mind, we strongly support designating Arts Monongahela as the Morgantown Arts Council and encourage the Mayor and City Council to seek Certified Arts Community status for the organization.

Sincerely,



George M. Lies
Founder, Moderator
Morgantown Writers Group

Morgantown Dance

Mayor Jenny Selin and members of Morgantown City Council

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

Dear Mayor and City Council Members,

Morgantown Dance founded in 1991 as the Northern West Virginia Dance Council is a 501-C(3) non-profit organization. Our organization was founded by community volunteers to support dance, especially classical ballet, in Morgantown. In 2005, in order to more accurately reflect the scope of its work, the Council was renamed and does business as Morgantown Dance. Our school core group of volunteers has continued to grow over the years, yet we lack a strong and constant connection to other arts organizations in Morgantown.

Morgantown Dance supports designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. We believe this proposal will strengthen Morgantown by uniting the arts within one organization. In the past years fiscal support for the arts in Morgantown has decreased sharply. If the arts, especially non-profits, want to advocate for more support we need to work together to support each other. This is where an Arts Council can play a crucial role. Currently Morgantown has a vibrant arts community but there is not center connecting them all together and therefore we don't seem to talk to each other enough. That needs to change and an Arts Council can make a huge difference in ensuring that we the arts communicate with each other and speak with one loud and confidence voice in Morgantown.

Creating an arts council and enabling it to seek Certified Arts Community status supports our mission to promote quality dance education and performance opportunities for dancers of all levels in the Morgantown area and surrounding region. Morgantown Dance supports a non-profit school and Ballet Company as well as an array of community productions. We are very engaged in community activities that include Morgantown's Kid Days, Arts Alive on the River Festival, the Arts Walk, and we have performed at the Morgantown Fair in August, the Magical Night of Giving in December, and the Martin Luther King Day Celebration in January as well as local retirement homes. Our goal is to provide our community with a growing awareness of and appreciation for the art of dance. Cooperating with other local arts organizations and working with an Arts Council can help us engage with the community in new and innovative ways that we cannot do alone. We can learn from others and expand our visibility as an arts organization.

For these reason, we strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,
Shannon Walker
Morgantown Board, President

LETTER OF SUPPORT

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Jenny Wilson – free lance musician

RE: Support for designating Arts Monongahela as Arts Council and seeking Certified Arts Community status for Morgantown.

I support designating Arts Monongahela as the city's Art Council and empowering it to seek Certified Arts Community status with the state of West Virginia. We believe this proposal will strengthen Morgantown by attracting new creative businesses as well as new businesses looking for an arts-friendly climate for its employees.

Creating an arts council and enabling it to seek Certified Arts Community status supports my desire for growing the arts with increased funding for individual artists, art organizations, & arts participants and audiences.

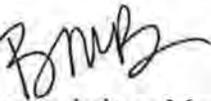
For these reasons, I strongly support designating Arts Monongahela the Morgantown Arts Council and encourage them to seek Certified Arts Community status.

Sincerely,

Jenny Wilson
813 Ridegeway Ave.
Morgantown, WV 26505

TO: Mayor Jenny Selin and members of Morgantown City Council

FROM: Bonnie M. Brown



RE: Designating Arts Monongahela as Morgantown's Arts Council and seeking WV Certified Arts Community status

DATE: March 5, 2014

I support designating Arts Monongahela as the city's Arts Council and empowering it to seek Certified Arts Community status with the state of West Virginia. In both my professional and personal endeavors I have benefitted from the efforts of our existing arts community, but I believe this proposal will further strengthen Morgantown in the following ways:

- ~ attracting creative businesses as well as other new businesses looking for an arts-friendly climate for its employees
- ~ increasing collaborative planning with community, government, businesses, and the arts, thus keeping the city's cultural and artistic heritage on the civic agenda
- ~ focusing our community's creative potential through improved access, cooperation, and coordination among all entities
- ~ expanding our cultural diversity and offering broader opportunities for creative expression to all citizens
- ~ strengthening programming in all the arts by increased branding and coordination
- ~ strengthening the capacity of smaller arts organizations by building creative partnerships between existing organizations, agencies, and businesses and through coordinated funding efforts
- ~ enabling high quality public art to enhance this area's natural and community assets
- ~ drawing visitors to the area, which translates into dollars for local businesses--the arts attract visitors who spend more on ticketing, purchases, food, transportation, overnight lodging, event-related clothing, childcare, and more
- ~ growing the arts with increased funding for individual artists, art organizations, and arts participants and audiences
- ~ integrating creative activities and individuals into the life of the community

For these reasons, I strongly support designating Arts Monongahela the Morgantown Arts Council and encourage Arts Monongahela to seek Certified Arts Community status.

March 18, 2014

The City of Morgantown
300 Spruce Street
Morgantown, WV 26505
Attn: Morgantown City Council

Dear Members of City Council,

The purpose of this letter is to fully recommend that the Morgantown City Council designate Arts Monongahela as the official Arts Council for the City of Morgantown.

Morgantown is a city rich in arts resources. West Virginia University attracts world-class performers and the university's new art museum will quickly become a cultural asset whose focus will not only benefit the city and the state, but the entire Appalachian Region.

Our local cultural groups provide artists the opportunity to perform, write, paint, sculpt, and dance. They provide them an opportunity to create. Multiple theatres, an arts center, galleries and a public amphitheater provide exhibition and performance space. The City of Morgantown should be recognized for the cultural center and arts destination that it has become. An important step is the City of Morgantown being recognized as a Certified Arts Community by the State of West Virginia.

In order to become a Certified Arts Community, the State of West Virginia requires a city to designate an official arts council. Arts Monongahela should be the choice for this designation. Its history of collaboration, mission and work have filled many of the roles of an Arts Council and that work needs to be recognized and continue. Arts Mon is also recognized by the Benedum Foundation, the State of West Virginia, the Chamber of Commerce and others as fulfilling a support role for our the arts in our community.

With all of our regions assets and resources our local arts organizations still struggle. Designating Arts Monongahela as our local Arts Council is the first step in providing these organizations with the resources, administratively and financially they need to flourish and survive. It will be a good thing for our Arts Organizations and benefit our entire community.

Sincerely,
Jack Thompson
437 Van Gilder Street
Morgantown, WV 26505

Zimbra

jmikorski@cityofmorgantown.org

Certified Arts Community Status

From : Ro Brooks <ro.brooks@mac.com>

Tue, Mar 18, 2014 06:17 PM

Subject : Certified Arts Community Status**To :** Mikorski Jeff <jmikorski@cityofmorgantown.org>

March 18, 2014

Member, City Council:

This email is in response to a proposal related to the arts and arts community in Morgantown. Monongalia Arts Center supports a meeting of all relevant arts organizations, collectives and individual artists as the best way for Morgantown to pursue becoming a Certified Arts Community.

Throughout it's thirty-five years of leadership in the Morgantown arts community, the MAC realizes the entire artistic community must have ownership and be involved in this community oriented process from the onset. Toward that goal, we have requested the assistance of the WV Commission of the Arts to facilitate a meeting of representatives of the Morgantown artistic community. In order for Morgantown to become a Certified Arts Community and avoid any conflict of interest, MAC supports the creation of an independent cooperative that is not one of the existing arts organizations.

We ask that you support this artistic community meeting by contacting Deborah Haught (debbie.r.haught@wv.gov) requesting her facilitation of a meeting toward a mutually agreed upon goal. At this time the Monongalia Arts Center feels it would be premature to issue any resolution regarding this matter.

Respectfully,

Monongalia Arts Center

**ARTS MONOGAHELA MISSION:
TO ADVANCE THE ARTS AND ENHANCE THE COMMUNITY**

Charlie Sims, *President*
Commercial Loan Officer, MVB Bank

C.B. Wilson, *Vice President*
Asst. Provost for Academic Person

Taunja Willis-Miller, *Secretary*
Jackson Kelly PLLC

Jeremy Burnworth, *Treasurer*
Owner, Creative Computer

Ron Justice
W.V.U

Paul Kreider
Dean, WVU CAC

Ann Payne
Artist, Art Instructor

Elaine D'Alessandri
WV Commission of Arts/Artist

Patricia Watson
V.P Wealth Mgmt. BB and T

Meredith Kiger
Retired

DATE: March 20, 2014

TO: Morgantown City Council

Ron Bane: citycouncilward1@cityofmorgantown.org Bill Kawecki: citycouncilward2@cityofmorgantown.org
Wes Nugent: citycouncilward3@cityofmorgantown.org Nancy Ganz: citycouncilward7@cityofmorgantown.org
Mayor Jenny Selin: citycouncilward4@cityofmorgantown.org
Marti Shamberger: citycouncilward5@cityofmorgantown.org
Mike Fike: citycouncilward6@cityofmorgantown.org

FROM: Richard Dumas, 444 Overhill Street, Morgantown, WV

Dear Morgantown City Council Members:

I am writing as a resident of Morgantown as well as a supporter and consumer of the Arts in our city. I have been involved with the arts community for many years and I have always been disappointed in the lack of support that the Arts have received.

I have recently become aware of a move under way to have Morgantown designated as a Certified Arts Community. It is my understanding that you as our representatives have been asked to issue a resolution supporting the arts in the city and Arts Monongalia as the city's "Arts Counsel". While I will not be able to attend the upcoming City Council Meeting I want to express my position in this matter.

While I support seeking the designation "Certified Arts Community", I feel it is ill advised to act in haste in making a decision in this matter. Such a resolution at this time with out demonstrated broad based support could very well doom the process. This move could give the impression of a conflict of interest as Arts Monongalia, or any existing arts organization could be placing their own interests over those of others who have a stake in the process and the end result. Art is a diverse range of human activities and the products of those activities and is NOT limited to just the performing or visual arts.

As a community finally venturing into the process of being designated a Certified Arts Community by the West Virginia Division of Culture and History, I would urge you as our elected officials to not act in haste. Weigh all the options. Seek input from all those who would benefit from the designation. Seek guidance from the Division of Culture and History which has been offered. Look at the big picture. Would it be better to have the entire county seek the designation?

If you feel the need to act now, act in a responsible fashion. Appoint a commission made up of the residents of the city each appointed on their own merit and for a specified term as has been done for Human Rights Commission, Planning Commission Museum Commission and most recently for the Woodburn School. The application required by the Division of Culture and History allows for the applying entity to be an "agency of the municipal or county government". I feel that naming any one of the existing arts organizations as our city's Arts Council would be akin to naming WVU as our Planning Commission. There would be a lack of transparency and a lack of trust with all who have a vested interest.

The city is being presented with a "second chance" to demonstrate the role art plays in our community's culture and economy. Most of the barriers to a thriving are community in Morgantown that were documented in the 1990's continue to go unaddressed. This may be good time to step back, review what has already been and move forward in a responsible and purposeful way and make the arts what they can be for our city.

Sincerely,

Richard J. Dumas