

FAIRMONT CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 13, 2026
7:00 P.M.
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING
500 QUINCY STREET
FAIRMONT, WEST VIRGINIA

A G E N D A

- I. CALL TO ORDER – Mayor Bolyard
- II. ROLL CALL OF MEMBERS – Janet L. Keller, City Clerk
- III. OPENING CEREMONIES
 - A. Prayer/Meditation – Rev. Isaac Harmon
Hagans Community Church
 - B. Pledge Of Allegiance – Councilmember Rice
- IV. APPROVAL OF MINUTES
 - Regular Meeting – December 16, 2025
- V. PUBLIC HEARINGS AND ANNOUNCEMENTS
 - A. PUBLIC HEARINGS – no public hearings are scheduled
 - B. ANNOUNCEMENTS
- VI. CITIZENS PETITIONS
- VII. CITY MANAGER’S REPORT - Travis L. Blosser, City Manager
- VIII. CONSIDERATION OF COUNCIL BUSINESS
 - A. PENDING BUSINESS

1. No pending business

B. NEW BUSINESS

1. Introduction, First Reading, Set Public Hearing, An Ordinance Of The Council For The City Of Fairmont Authorizing The Acquisition By The City Of Fairmont Of The Following Real Estate Being:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
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Pt Lt 17 (58 X 82) Adams St Fairmont, Fairmont City		01/ 0168 0000 0000
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From Charles E. Anderson For Purposes Of The Abatement Of A Collapsed Or Partially Collapsed Structure, Approving The Form Of The Acquisition Agreement And Authorizing And Empowering The City Manager To Execute And Deliver Said Agreement On Behalf Of The City Of Fairmont, And To Do All Things Reasonable And Necessary In Connection Therewith; Reservation Of Rights.

2. Adoption, A Resolution Of The Council Of The City Of Fairmont Authorizing The City Manager To Submit The Proposed Fire Deferred Retirement Option Plan (Drop) Agreement (Revised 2025) To The Municipal Pensions Oversight Board Pursuant To The Provisions Of West Virginia Code §8-22-25a.

EXECUTIVE SESSION – Pursuant to WV Code 6-9A-4(2)(9) and City Charter Section 2.11(a)(3) – To consider matters involved or affecting the purchase, sale, conveyance, or lease of real property.

IX. ADJOURNMENT

MINUTES

12/16/25

December 16, 2025

The regular meeting of the City Council of the City of Fairmont was held at 7:00 p.m. on the 16th day of December, 2025, at the Public Safety Building located at 500 Quincy Street in Fairmont, West Virginia.

Mayor Bolyard called the meeting to order.

Roll call of members was taken by the City Clerk.

Councilmembers present were:

First District	Joshua D. Rice
Second District	Anne E. Bolyard
Third District	Rebecca Moran
Fourth District	Anthony T. Horton
Sixth District	Daniel "Dan" Weber
Seventh District	Julia "Julie" Sole
Eighth District	Bruce McDaniel
Ninth District	Kandice "Kandi" Nuzum

Absent:

Fifth District	Charles "Chuck" Warner
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Also present were:

City Manager	Travis L. Blosser
City Clerk	Janet L. Keller
City Attorney	Kevin V. Sansalone
Communications Manager	David A. Kirk

IN RE: OPENING CEREMONIES

Rev. Phyllis Agnew of Temple of Christ gave the invocation followed by the Pledge of Allegiance to the Flag led by Councilmember Horton.

APPROVAL OF MINUTES

IN RE: MINUTES FOR THE DECEMBER 9, 2025 REGULAR MEETING

Mayor Bolyard noted that each member of Council had received a copy of the minutes from the Regular Meeting held on December 9th. She asked if there were any corrections, deletions, or amendments.

Councilmember Weber moved to approve the December 9, 2025 Regular Meeting minutes as submitted. The motion was seconded by Councilmember Sole.

The Mayor declared the minutes approved as submitted by voice vote of Council.

PUBLIC HEARINGS

There were no public hearings scheduled for this meeting.

ANNOUNCEMENTS

IN RE: CHRISTMAS HOLIDAYS

Councilmember Moran wished everyone a warm and cozy holiday.

Councilmember Weber wished everybody a very Merry Christmas and a Happy New Year and for everybody to be safe and sound throughout the holidays.

Councilmember Sole wished everyone Happy Holidays. She then thanked everyone with the City and all departments for all of the hard work this year and stated it has been an excellent year with a lot of forward progress.

Councilmember McDaniel wished everyone a Merry Christmas and a Happy New Year to everyone on Council and in the community.

The Mayor wished everyone a Happy Kanukkah, a Merry Christmas, a Happy Kwanzaa, and wished each and everyone wonderful blessings in the New Year.

IN RE: PAST WEEKEND EVENTS

Mayor Bolyard announced that this past weekend was amazing with the events and experiences throughout our community. She extended a thank you to all of the people and volunteers that made these events possible such as the Feast of the Seven Fishes Festival, Wreaths Across America, the Hometown Holiday Market, and the Fairmont Christmas Parade and Blessing of the First Responders.

IN RE: CITY CLERK JANET KELLER RECOGNIZED

Mayor Bolyard recognized City Clerk Janet Keller. She said that on December 26, 1978 a young professional started her career at the City of Fairmont. On February 27, 1990, she was promoted to the position which she holds today as City Clerk and that person is Janet Keller. She said that Janet was the

epitome of a dedicated municipal professional that has mentored hundreds, if not, thousands of people across this State and in this City and she is forever thankful for all that she gives to the City each and every day.

CITIZENS PETITIONS

IN RE: APPOINTMENT TO BOARD OF ZONING APPEALS

SHAWNA SANTEE, 903 Sylvan Avenue, addressed Council regarding the upcoming appointment to the Board of Zoning Appeals. She raised questions regarding the process of appointments and re-appointments to the Fairmont city boards and commissions. She also respectfully requested that Council vote down or table the only new business on the agenda this evening, the City Manager's recommendation for an appointment to the BZA. She went on to say that the vacancy exists because the Board of Zoning Appeals member resigned from the position on December 3, 2025 but should have been deemed ineligible on October 25, 2025 due to moving outside of the Fairmont city limits. Instead, this ineligible board member, with City Manager recommendation, was re-appointed in December of 2024 and subsequently voted in as president of the BZA in March of 2025. She stated that the questions she is asking are how an ineligible person without a validated, updated application on file with the City and recommended by the City Manager be voted in unanimously by Council. How is an ineligible member voted in as president of said board and how is an ineligible non-city resident able to serve, vote, and attend for 14 months with no checks and balances by the Planning Department that staffs that board. The applicant being recommended tonight did not submit an application to the City for the Board of Zoning Appeals until January 20, 2025 after being unseated from Council. She asked if the City should revisit the time, either October or December of 2024, when the newly resigned appointed member became ineligible and pull those applications for consideration. She noted that would be the fair and transparent approach honoring those citizens who expressed interest in serving. At a minimum, appointments and re-appointments to the City's boards and commissions should appear fair and impartial. Perceptions shapes public trust and appointing an individual that could not have been considered when the vacancy legitimately arose, particularly a former Councilmember, creates the appearance of impropriety. She then suggested that moving forward, she would urge that all City Manager recommendations for appointments and re-appointments be thoroughly verified for eligibility and validity. She closed with a quote by JFK featured in the City Manager's email signature, "the basis of effective government is public confidence." She stated that she wholeheartedly agrees but confidence is built on honesty and the honest truth here is an ineligible member was recommended, re-appointed, voted in as president, and allowed to serve for 14 months. Now that same seat is proposed to be filled by someone who participated in the flawed process

and had no valid application or expressed interest when the vacancy truly occurred.

Councilmember Rice asked if she was trying to say that we had nobody on . . . this gentleman was out of . . .

Ms. Santee replied that on October 25, 2024 he became ineligible because he moved.

Councilmember Rice asked if she had proof of all of this.

Ms. Santee stated that you can do a records search of real estate.

Mr. Sansalone said that he bought a house in October of 2024 but that does not mean that he moved there, he had other homes at the same time. He said that he bought a home outside the city and he still had a home inside the city, so you honestly do not know when he moved and when he did not move.

Ms. Santee said that she can get that information if he liked.

Mr. Sansalone asked Ms. Santee to investigate it and then come back with her facts.

Ms. Santee said that she just stated the facts.

Mr. Sansalone said that she stated he moved in October of 2024 when, in fact, all of the records show, maintained by the County Clerk's Office, that he bought a house outside the city in that month.

Ms. Santee said that the address on record in October of 2024 was sold and not in his possession any longer.

Mr. Sansalone said that as soon as the matter came to the City's attention, he was requested to resign and that is a fact.

Councilmember Horton asked if he resigned.

Mr. Sansalone replied yes.

Ms. Santee asked if he had a valid application on file in December of 2024 when he was re-appointed.

Mr. Sansalone stated that he cannot answer that, he does not know.

Ms. Santee said that it was not in the packets.

Mr. Sansalone said that he was on the board and it was a re-appointment.

Councilmember Horton asked Ms. Santee if she got what she wanted by him resigning.

Ms. Santee replied no. She said that she just wants things to be fair.

Councilmember Rice asked if we passed someone that was serving on our BZA board for 14 months that did not live in the city.

Mr. Sansalone said that technically he should have resigned and brought it to the City's attention, he did not apparently. As soon as it came to the attention of staff, his resignation was requested and accepted. He resigned and is no longer on the board.

CITY MANAGER'S REPORT

IN RE: GREAT FESTIVAL WEEKEND

Mr. Blosser stated that it was a great Christmas opportunity this weekend. We had a wonderful Feast of the Seven Fishes Festival, and his hat is off to all of the volunteers and the folks that put in all of the work associated with that event.

He then gave a shout out to Marcella Yaremchuk and her organization of the Wreaths Across America Ceremony. He had the honor of participating in that event. He noted that it is an extremely worthwhile opportunity to give back to the Veterans of our community.

CONSIDERATION OF COUNCIL BUSINESS

IN RE: ONE APPOINTMENT, BOARD OF ZONING APPEALS, UNEXPIRED TERM TO END JANUARY 1, 2028

Mayor Bolyard entertained a motion for an appointment to the Board of Zoning Appeals for an unexpired term ending January 1, 2028.

Councilmember Sole moved to appoint Gia Deasy to the Board of Zoning Appeals from an alternate position to a full member position for an unexpired term ending January 1, 2028. The motion was seconded by Councilmember Moran.

Roll call was taken by the Clerk and the following votes were recorded:

Councilmember Nuzum	Yes	Councilmember Sole	Yes
Councilmember McDaniel	Yes	Councilmember Horton	Yes
Councilmember Moran	Yes	Councilmember Rice	No
Councilmember Weber	Abstain	Mayor Bolyard	Yes

The Mayor declared Gia Deasy appointed to the Board of Zoning Appeals to a full member position for an unexpired term ending January 1, 2028 by majority vote of those Councilmembers present.

ADJOURNMENT

The Mayor entertained a motion for adjournment.

Motion:

Councilmember McDaniel moved to adjourn the meeting. The motion was seconded by Councilmember Sole.

The Mayor declared the meeting adjourned by voice vote of Council at 7:13 p.m.

PUBLIC HEARINGS

**NO PUBLIC HEARINGS
ARE SCHEDULED FOR
THIS MEETING**

ITEM 1

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL FOR THE CITY OF FAIRMONT AUTHORIZING THE ACQUISITION BY THE CITY OF FAIRMONT OF THE FOLLOWING REAL ESTATE BEING:

<u>Description</u>	<u>District</u>	<u>Map/ Parcel</u>
PT LT 17 (58 X 82) ADAMS ST 0000 0000	Fairmont, Fairmont City	01/ 0168

FROM CHARLES E. ANDERSON FOR PURPOSES OF THE ABATEMENT OF A COLLAPSED OR PARTIALLY COLLAPSED STRUCTURE, APPROVING THE FORM OF THE ACQUISITION AGREEMENT AND AUTHORIZING AND EMPOWERING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY OF FAIRMONT, AND TO DO ALL THINGS REASONABLE AND NECESSARY IN CONNECTION THEREWITH; RESERVATION OF RIGHTS.

SYNOPSIS

This ordinance authorizes and approves the acquisition of the parcel of real estate identified in the ordinance title by the City of Fairmont from Charles E. Anderson for purposes of the demolition of a partially collapsed structure situate thereon and restoration of the site.

The consideration for the acquisition is the aforementioned demolition and restoration.

This ordinance further authorizes the execution and delivery of any and all documents necessary to consummate the transaction contemplated and all other actions which may be reasonable and necessary in connection therewith.

The ordinance contains a reservation of rights.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL FOR THE CITY OF FAIRMONT AUTHORIZING THE ACQUISITION BY THE CITY OF FAIRMONT OF THE FOLLOWING REAL ESTATE BEING:

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WHEREAS, the City of Fairmont desires to provide for and authorize the transfer and conveyance of the hereinafter described real estate from Charles E. Anderson to the City of Fairmont;

WHEREAS, the sole purpose of said transfer is to provide for the abatement/demolition of a partially collapsed building in the City of Fairmont's Downtown Historic Center on what was an emergency basis.

WHEREAS, the sole consideration for the acquisition is the demolition of the structure and restoration of the site.

WHEREAS, West Virginia Code §8-11-3(6) and Section 2.12 subpart (6) of the Charter, provide that the acquisition of private property must be authorized by Council by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF FAIRMONT THAT:

SECTION 1. The acquisition of the following described parcel of real will serve a public purpose and will provide for the abatement of partially collapsed, dilapidated, abandoned and/or vacant structure, and is in the best interest of the City of Fairmont and the same is approved.

SECTION 2. The City Manager for the City of Fairmont be and is hereby authorized, empowered and directed to execute and deliver for and in the

name and on behalf of the City of Fairmont the transactional documents which are necessary to provide for the transfer of the real estate from said owner to the City of Fairmont, and to execute and deliver any other agreements, documents, instruments, certificates, and other papers and to do all acts and things as may be reasonable, necessary and desirable to consummate the transaction contemplated hereby and otherwise carry out the purpose and intent of this ordinance, all with such change or changes as the City Manager executing the same may approve, such approval and the propriety and necessity of said changes to be conclusively evidenced by the execution thereof.

SECTION 3. All that certain lot or parcel of land, together with any improvements thereon and the appurtenances thereunto belonging, situate in the City of Fairmont, Fairmont City District, Marion County, West Virginia, and being more particularly bounded and described as follows:

FIRST PARCEL: All that certain parcel or lot of land known and described as Lot Number Seventeen (17) in the Town of Fairmont, in said County of Marion and State of West Virginia bounded and described as follows:

Beginning at the northwest corner of said lot and running thence with the line of Monroe Street, eighty-two and a half (82 ½) feet to the northwest corner of Lot No. 18; thence with the line of Lot No. 18, thirty (30) feet to a stake; thence parallel to Monroe Street, eighty-two and a half (82 ½) feet to the line of Adams Street, and thence with the last named line thirty feet (30) to the beginning, with a reservation of and subject to all the rights and privileges granted and conveyed to the Fairmont Town Hall Company by the Fairmont Furniture Company in and by a certain Deed bearing date the 3rd day of November 1873, and recorded in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 23, at page 254 and 255.

SECOND PARCEL: All the following described real estate, together with all the appurtenances, easements and privileges thereunto belonging, that is to say, all that certain property, situate and fronting on Adams Street, in the City of Fairmont, Marion County, West Virginia and adjoining FIRST PARCEL herein and property owned by Thomas W. Fleming during his lifetime and property formerly owned by the First National Bank, bounded as follows, to-wit:

Beginning at a stake in the line of said former Bank's property and the line of Adams Street and running thence with the line of said street in a southwest direction twenty-eight and half (28 ½) feet, more or less, to the line of said lot formerly owned by Thomas W. Fleming; thence with their line in a southwest direction eighty-two and a half (82 ½) feet to the line of

property owned by the Methodist Protestant Church; thence with the lie of said Church property, twenty-eight and half (28 ½) feet more or less, to the of said former Bank lot; thence with line eighty-two and a half (82 ½) feet to the place of beginning.

Being part of the same property conveyed to William B. Criado and Charles E. Anderson by Raymond V. Prozzillo and Delores V. Prozzillo by deed dated December 31, 1982, and of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book 844, at page 728. Thereafter, William B. Criado conveyed all of his undivided ½ interest in the above-described property to Charles E. Anderson by general warranty deed dated March 24, 2021, and of record in said Clerk's Office in Deed Book 1278, at page 174.

SECTION 4. The sole consideration for the acquisition is the demolition of the structure and restoration of the site, no more no less.

SECTION 5. Nothing herein shall require or obligate nor compel the City of Fairmont or the City Manager to take any action in furtherance of the transactions contemplated hereunder, or to execute or deliver any document approved hereunder or any other document, contract or agreement which may be deemed necessary to consummate the transactions contemplated hereby, and in that regard all rights are reserved to the City of Fairmont. Nothing herein shall be construed to give rise to any actionable cause by any person, firm or corporation or entity against the City of Fairmont, whether at law or in equity by way complaint, counterclaim, cross-claim or third-party complaint.

SECTION 6. This Ordinance shall become effective thirty (30) days after adoption.

Passed this the _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE PURCHASE CONTRACT

The Seller, whether singular or plural, hereby agrees to sell and the Purchaser hereby agrees to purchase, the following described real property and any improvements thereon, on the terms and conditions set forth below:

DATE: December 16, 2025

SELLER'S NAME: Charles E. Anderson

SELLER'S ADDRESS: 1210 Fleming Ave, Fairmont, WV 26554

PURCHASER'S NAME: City of Fairmont, A WV Municipal Corporation

PURCHASER'S ADDRESS: P.O. Box 1428, Fairmont, WV 26554

DESCRIPTION: The subject property is described as follows:

All that certain lot or parcel of land, together with any improvements thereon and the appurtenances thereunto belonging, situate in the City of Fairmont, Fairmont City District, Marion County, West Virginia, and being more particularly bounded and described as follows:

FIRST PARCEL: All that certain parcel or lot of land known and described as Lot Number Seventeen (17) in the Town of Fairmont, in said County of Marion and State of West Virginia bounded and described as follows:

Beginning at the northwest corner of said lot and running thence with the line of Monroe Street, eighty-two and a half (82 ½) feet to the northwest corner of Lot No. 18; thence with the line of Lot No. 18, thirty (30) feet to a stake; thence parallel to Monroe Street, eighty-two and a half (82 ½) feet to the line of Adams Street, and thence with the last named line thirty feet (30) to the beginning, with a reservation of and subject to all the rights privileges granted and conveyed to the Fairmont Town Hall Company by the Fairmont Furniture Company in and by a certain Deed bearing date the 3rd day of November 1873, and recorded in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 23, at page 254 and 255.

SECOND PARCEL: All the following described real estate, together with all the appurtenances, easements and privileges thereunto belonging, that is to say, all that certain property, situate and fronting on Adams Street, in the City of Fairmont, Marion County, West Virginia and adjoining FIRST PARCEL herein and property owned by Thomas W. Fleming during his lifetime and property formerly owned by the First National Bank, bounded as follows, to-wit:

Beginning at a stake in the line of said former Bank's property and the line of Adams Street and running thence with the line of said street in a southwest direction twenty-eight and half (28 ½) feet, more or less, to the line of said lot formerly owned by Thomas W. Fleming; thence with their line in a southwest direction eighty-two and a half (82 ½) feet to the line of property owned by the Methodist Protestant Church; thence with the line of said Church property, twenty-eight and half (28 ½) feet more or less, to the of said former Bank lot; thence with line eighty-two and a half (82 ½) feet to the place of beginning.

Being part of the same property conveyed to William B. Criado and Charles E. Anderson by Raymond V. Prozzillo and Delores V. Prozzillo by deed dated December 31, 1982, and of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book 844, at page 728. Thereafter, William B. Criado conveyed all of his undivided ½ interest in the above-described property to Charles E. Anderson by general warranty deed dated March 24, 2021, and of record in said Clerk's Office in Deed Book 1278, at page 174.

DESCRIPTION ON TAX TICKET: PT LT 17 (58 X 82) ADAMS ST

MARION COUNTY TAX MAP: Fairmont, Fairmont City District Map 03-01

PARCEL: 0168

PROPERTY ADDRESS: 200 – 202 Adams Street, Fairmont, Marion County, WV

PRICE/CONSIDERATION: Consideration for the purchase/conveyance is the demolition of the structure situate on the property and the restoration of the terrain, seeding and mulching, at no cost to the Seller, nothing more, nothing less.

NATURE AND CONDITION OF PROPERTY. Purchaser accepts and agrees to any terms, restrictions and conditions set forth in the deeds and other documents of record within the chain of title for the Property and to which the Seller is bound to the extent that the same are in force and effect.

RIGHT TO GO UPON PROPERTY. Seller has executed and delivered to Purchaser a "Right of Entry (Demolition)" dated October 3, 2025, the terms and conditions of which are incorporated herein by reference as if fully set out verbatim herein.

CLOSING: This transaction shall be completed and all necessary papers executed and delivered on or before March 27, 2026, unless this closing deadline is agreed to be extended in writing by both parties. On the date of closing, Purchaser shall take full possession of the property, unless otherwise agreed upon in writing by the parties. The time and place of Closing will be as mutually agreed upon by Seller and Purchaser.

At the closing:

(a) Seller shall execute and deliver to Purchaser a Special Warranty deed of conveyance and any other agreements or documents representing the interests in the Property to be conveyed which are in recordable form and which are generally in use in the State of West Virginia and acceptable to Purchaser, which transfers, sells and conveys to Purchaser all necessary and pertinent interests of Seller in and to the Property together with all appurtenant improvements, rights, privileges and easements.

(b) Real estate taxes and assessments for the Property shall be prorated on a calendar year (January 1 to December 31) basis between Seller and Purchaser as of the date of closing. If the amount of taxes assessed for the current year cannot be ascertained, taxes will be estimated from the taxes assessed for the preceding year. For the purposes of this agreement, taxes for the current calendar year shall be those taxes which were assessed as of July 1 of the preceding calendar year.

(c) Each party shall pay its own attorney's fees.

(d) Purchaser agrees to pay for the examination of title, survey costs, if any, all recording fees for the deed and any other document conveying the contemplated interests.

(e) Document Preparation Costs and Responsibility: Seller agrees to be responsible for the preparation of the deed of conveyance.

(f) The Transaction is exempt from the excise tax on the privilege of transferring real estate as it is a transfer to a political subdivision of the State of West Virginia.

REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller hereby represents and warrants as follows:

(a) Seller agrees to transfer, sell and convey, and Purchaser hereby agrees to purchase and acquire, on the terms and conditions hereinafter stated, the Property as hereinbefore described and all appurtenant improvements, rights, privileges and easements. Seller agrees and covenants that it will not sell, lease, convey or mortgage the Property or any interest therein during the term of this Agreement or any extension thereof, without the prior written consent of the Purchaser. Seller further agrees to execute and deliver to Purchaser any customary affidavit or other document normally required by a national title insurance company as a condition for the issuance of a title insurance policy to Purchaser at closing.

(b) There are no leases, licenses or other agreements, written or oral, granting or allowing any person or entity any right to use or occupy all or any portion of the Property, other than the Right of Entry incorporated herein, and Seller shall not enter into any such lease or agreement during the term of this Agreement without the Purchaser's prior written consent.

(c) Except as specifically set forth herein, Seller has no knowledge of and hereby makes no representation and/or warranties of any kind, express or implied, and defects or problems of any nature relating to the Property.

QUALITY OF TITLE. Seller shall transfer, sell and convey the Property to Purchaser by proper deed, conveying good and marketable title to the surface of the Property, free and clear of all liens and monetary encumbrances, subject to any prior out conveyances or leases of minerals, oil or gas, customary easements of record or visible on the ground, and taxes assessed but not yet payable. Unless otherwise stated herein, the Seller shall convey a fee simple estate in the Property. In the event the Purchaser's attorney finds title to the Property to be unmarketable, the Purchaser shall promptly notify the Seller of the specific defect in title and the Seller shall have thirty (30) days thereafter to correct the defect and, if corrected, this sale shall thereafter be consummated. In the event the title defect cannot be or is not corrected within said thirty (30) days, the Buyer, at the Buyer's option, may declare this Agreement void and shall effectively terminate this Agreement.

ORDINANCE REQUIRED: This Purchase Agreement and the City of Fairmont's obligation hereunder to purchase is contingent upon the Council for the City of Fairmont adopting an authorizing ordinance pursuant to the provisions of West Virginia Code §8-11-3(6) and the Charter of the City of Fairmont and said ordinance becoming effective.

Should the Council for the City of Fairmont fail or refuse to adopt an ordinance authorizing the purchase of the real estate by the Purchaser from the Seller, or should any such ordinance so adopted not become effective for any reason, this Agreement shall be null and void, terminated and cancelled and the Parties shall thereupon be released and discharged from all further obligations, liabilities and responsibilities therefor or hereunder and without liability for any damage or damages whatsoever.

NON-FUNDING: Should the Council for the City of Fairmont fail or refuse to budget in accordance with its budgetary and spending procedures and as required by statute any necessary funds to satisfy the consideration identified above, Purchaser may declare this Agreement null and void, terminated and cancelled and shall thereupon be released and discharged from all further obligations, liabilities and responsibilities therefor or hereunder and without liability for any damage or damages whatsoever to Seller.

COMPLIANCE WITH WEST VIRGINIA CODE: By order of the Circuit Court of Marion County, West Virginia entered March 18, 2025, in Case No. 2240-2025-G-2, styled Natalie N. Jefferis v. Charles E. Anderson, Natalie N. Jefferis was appointed as the temporary conservator for Charles E. Anderson, which temporary conservatorship was extended by subsequent order entered September 17, 2025, for a period of six months. West Virginia Code 44A-3-5 provides that a conservator shall not sell real estate without approval of the Court. Natalie N. Jefferis shall forthwith petition the Court for approval to sell the real estate to the City of Fairmont and shall comply with the provisions of West Virginia Code §44A-3-5 and all other statutory provisions providing for the sale of her protected person's real estate including the provisions of West Virginia Code §37-1-11, to the extent that the same may apply.

A certified copy of the Court's Order approving the sale of the property to the City of Fairmont, if such sale is approved, shall be attached to and recorded with the deed of conveyance.

Should the Court fail or refuse to grant approval of the sale of the real estate to the Purchaser by the Seller upon the terms and conditions herein stated, this Agreement shall be null and void, terminated and cancelled and the Parties shall thereupon be released and discharged from all further responsibilities hereunder and without liability for any damage or damages under this Agreement whatsoever, provided however, that Purchaser's right to seek reimbursement or collecting or securing the repayment of the demolition costs by any lawful means available under the Right of Entry shall not be lost, impaired or affected thereby and all such causes, rights and remedies are hereby saved unto the Purchaser.

ATTORNEYS' FEES AND LITIGATION EXPENSES. The parties hereby agree that each party shall bear its own attorneys' fees and litigation expenses for any and all disputes that may arise as a result of this Agreement.

TIME. Unless otherwise waived by the parties, time is of the essence in this agreement.

APPLICABLE LAW AND VENUE: The parties agree that should any dispute arise from this transaction, that the law of the State of West Virginia shall be applicable and that the Circuit Court of Marion County, West Virginia, shall be the proper jurisdiction and venue.

NOTICES: Any notice by either party hereto shall be in writing, and shall be deemed as having been given: (1) when deposited in the United States Mail, postage prepaid, addressed to the party being notified at the address given below or any other address which said party may from time to time hereinafter designate to the other in writing; or (2) when deposited with a nationally recognized overnight courier service, addressed to the party being notified at the address given below or any other address which said party may from time to time hereinafter designate to the other in writing:

To the Seller:
Natalie Jefferis, Conservator
2022 Outlook Drive
Pittsburgh, PA 15241
nat.jefferis@gmail.com

To the Purchaser:
Travis Blosser, City Manager
City of Fairmont
J. Harper Meredith Building
200 Jackson Street, RM 395
P.O. Box 1428
Fairmont, WV 26554
tblosser@fairmontwv.gov

BINDING EFFECT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, an executed copy being retained by each party hereto and any of which is to be deemed complete in itself and may be introduced in evidence or used for any other purpose without production of the other copy.

ENTIRE AGREEMENT. This Agreement and all exhibits attached hereto contain the entire agreement and understanding of the parties related to its subject matter. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified or amended only by a written instrument signed by both parties.

ACCEPTANCE. After having fully read this agreement, the foregoing is accepted and approved by the Seller and Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representative duly authorized.

NATALIE N. JEFFERIS, Temporary
Conservator for Charles E. Anderson

THE CITY OF FAIRMONT,
A municipal corporation,

By Travis Blosser, its City Manager,
PURCHASER

ATTEST:

Clerk
(Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me, this _____ day of _____, 202__, by Natalie N. Jefferis, Temporary Conservator for Charles E. Anderson, Seller.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me, this _____ day of _____, 202__, by Travis Blosser, City Manager for the City of Fairmont, a WV municipal corporation, for and on behalf of said municipal corporation, Purchaser.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

RIGHT OF ENTRY
(Demolition)

This Right of Entry made this 3rd day of October, 2025, by and between the City of Fairmont, West Virginia, a municipal corporation, hereinafter "City", and Charles E. Anderson, Esq., by Natalie Jefferis, his Temporary Conservator, hereinafter "Owner".

WHEREAS, Owner is the title holder of a certain parcel of real estate situate in Fairmont City District, Marion County, West Virginia, being Parcel 0168 of Marion County Tax Map 03-01, and described as PT LT 17 (58 X 82) ADAMS ST, and as more particularly described in that certain deed of record in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book 1278, at page 174, hereinafter "the Property".

WHEREAS, the structure located on the Property is in a state of partial collapse and complete collapse is possible.

WHEREAS, the City has determined that the Property in its current state constitutes an imminent danger to the life, health, and safety of the public.

WHEREAS, in order to accomplish the demolition of the structure and restoration of the site to grade as an emergency measure pursuant to Section 109 Emergency Measures of the 2018 International Property Maintenance Code, which has been duly adopted by the City, it is necessary that the City have access to, from, over and across the Property.

NOW THEREFORE THESE PRESENTS WITNESSETH: That for and in consideration of the sum of \$1.00 and other good and valuable consideration hereinafter set forth the parties agree as follows:

Owner hereby grants the City of Fairmont and any independent contractor hired by it, hereinafter collectively "City of Fairmont", access to, across, upon, and over the Property, and Owner hereby grants the City of Fairmont permission and the right to enter upon said land for the purposes of performing all tasks necessary to provide for the demolition of the structure located thereon, or such portions thereof as may be deemed necessary in the sole discretion of the City, including asbestos removal, carrying away the demolition debris, and restoring the lot to grade and seeding and mulching same, hereinafter "the Work".

The City agrees that prior to or contemporaneously with entering upon Owner's real estate for purposes of the Work, it will provide notice to the Owner as requested by contacting Owner's son Ty Anderson at 304-906-6865.

Pursuant to the provisions of West Virginia Code §44A-3-4, Temporary Conservator on behalf of Charles Anderson, Esq., believes to the best of her knowledge, she has the full power and authority on behalf of Owner to grant City, its employees, agents, materialmen, suppliers, contractors, and subcontractors, the right of entry herein described; the right to use the real estate for the stated purpose; and the power and authority to execute this Right of Entry.

Owner hereby agrees that the City shall not be responsible or bear any liability for the damage to or loss of any personal property of Owner which may be on or within the Property, and Owner hereby agrees to hold the City harmless from any such damage to or loss of said personal property and Owner hereby releases and forever discharges the City

of Fairmont, its insurers, agents, officers, employees, and successors and assigns from all liability for such loss or damage.

Owner and City hereby acknowledge and agree that the consideration for this Right of Entry is that the City will provide for the demolition of said structure, or such portions thereof as may be deemed necessary in the sole discretion of the City, and the restoration of the terrain at the City's initial cost and expense; provided however, the City retains its right to file or record a lien against the Property for purposes of collecting or securing the repayment of the demolition costs and any other lawful means available to it.


The undersigned further declare and represent that in executing this document, each of them has consulted with counsel of choice or has chosen not to consult with counsel and each of them relies solely upon the judgment, belief and knowledge of its principals relating to the nature, extent, effect and duration of the aforesaid damages and liability therefor and that this document is executed without reliance upon any statement or representation of the party released, its agents, employees, officers, attorneys, insurers or other representatives.

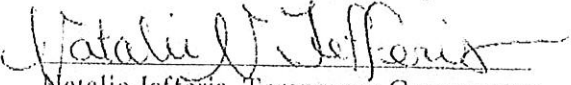
To the extent this right of entry contains a release and hold harmless provision, the undersigned expressly agrees that such provision is intended to be as broad and inclusive as is permitted by the law of the State of West Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

This agreement and all terms and provisions are contractual and not a mere recital.

In witness whereof the parties have executed this Agreement in duplicate, one executed copy to be retained by each party hereto and each of which shall be deemed an original for all purposes.

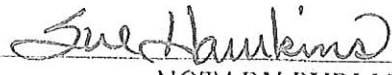
The City of Fairmont, a WV Municipal Corporation.


By: Travis Blosser, City Manager


Natalie Jeffers, Temporary Conservator
for Charles E. Anderson, Esq.

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of October, 2025, by Travis Blosser, City Manager, on behalf of the City of Fairmont.


NOTARY PUBLIC

My Commission expires: 10/13/2028



STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO WIT:

The foregoing instrument was acknowledged before me this 3rd day of
October, 2025, by Natalie Jefferis, Temporary Conservator for Charles E. Anderson, Esq.

Janet L. Keller
NOTARY PUBLIC

My Commission expires: Sept. 12, 2030



ITEM 2

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF FAIRMONT AUTHORIZING THE CITY MANAGER TO SUBMIT THE PROPOSED FIRE DEFERRED RETIREMENT OPTION PLAN (DROP) AGREEMENT (Revised 2025) TO THE MUNICIPAL PENSIONS OVERSIGHT BOARD PURSUANT TO THE PROVISIONS OF WEST VIRGINIA CODE §8-22-25a.

SYNOPSIS

By this proposed resolution, the Council for the City of Fairmont authorizes the City Manager to submit the proposed Fire Deferred Retirement Option Plan (DROP) Agreement (Revised 2025) to the West Virginia Municipal Pensions Oversight Board pursuant to the provisions of West Virginia Code §8-22-25a, for analysis by the Board's actuary to determine whether the proposed DROP will negatively impact the City of Fairmont Fire Pension and Relief Fund. A copy of the proposed DROP agreement is attached.

This proposed resolution further authorizes the City Manager to reimburse the Board for the actuarial costs of analyzing the plan pursuant as required by the provisions of West Virginia Code §8-22-25a (b)(2).

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF FAIRMONT AUTHORIZING THE CITY MANAGER TO SUBMIT THE PROPOSED FIRE DEFERRED RETIREMENT OPTION PLAN (DROP) AGREEMENT (Revised 2025) TO THE MUNICIPAL PENSIONS OVERSIGHT BOARD PURSUANT TO THE PROVISIONS OF WEST VIRGINIA CODE §8-22-25a.

WHEREAS, members of the City of Fairmont Fire Department have again sought the City of Fairmont's approval to establish a deferred retirement option plan pursuant to the provisions of West Virginia Code §8-22-25a, after the initial plan agreement was rejected in 2022;

WHEREAS, the members of the Fire Department and the City of Fairmont, subject to the approval of the Council of the City of Fairmont by ordinance and the West Virginia Municipal Pensions Oversight Board, have come to an understanding as to revised terms and conditions of a proposed DROP agreement for the Fairmont Fire Department, which terms and conditions have been reduced to writing and are set out in the attached proposal;

WHEREAS, West Virginia Code §8-22-25a (b)(2) requires that prior to approval by the Municipal Pensions Oversight Board, a municipality shall submit a proposed DROP agreement to the Board for analysis by the Board's qualified actuary and directs that the actuary shall examine the proposal, and in light of the elements of the DROP and the actuarial projections of the impact of the DROP on the affected pension and relief fund, advise the Board of the anticipated impact on the municipality's pension and relief fund.

WHEREAS, the Board may only seek to approve DROPs which, in the best judgment of the actuary, are designed to have no negative impact on the municipality's pension and relief fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL FOR THE CITY OF FAIRMONT that the City Manager be and is hereby authorized to submit the proposed Fire Deferred Retirement Option Plan (DROP) Agreement (Revised 2025) to the West Virginia Municipal Pensions Oversight Board pursuant to the provisions of West Virginia Code §8-22-25a, for analysis by

the Board's actuary to determine whether the proposed DROP will negatively impact the City of Fairmont Fire Pension and Relief Fund.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL FOR THE CITY OF FAIRMONT that the City Manager is authorized to reimburse the Board for the actuarial costs of analyzing the plan pursuant to the provisions of West Virginia Code §8-22-25a (b)(2).

PROVIDED HOWEVER, that nothing herein shall authorize or be construed to authorize any action relating to the proposed DROP, which must be authorized by Council by ordinance.

Passed this 13th day of January, 2026.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FAIRMONT
PROPOSAL:**

**FIRE DEFERRED
RETIREMENT OPTION
PLAN (DROP)**

1-6-2026

Subject to the approval of the Municipal Pension Oversight Board, the City of Fairmont hereby establishes and designs a proposal for the Deferred Retirement Option Program (DROP) in accordance with West Virginia Code §8-22-25a. This proposal best meets the needs of the City of Fairmont. The City of Fairmont establishes the following guidelines for the three main areas of the DROP: Eligibility, Enrollment, and Termination.

I. Eligibility

- a. To be eligible to enter the Deferred Retirement Option Program (DROP), the member must be in active employment and a member of the City of Fairmont Firemen's Pension and Relief Fund for at least six (6) months beyond attaining eligibility for regular retirement as provided in West Virginia Code §8-22-25. (A member may enter the DROP at the earliest age of 50 ½ with a minimum of twenty (20) years of service.)
- b. The eligible member may defer retirement and enter the DROP for a period of not less than one (1) year, nor more than five (5) years.
- c. The participating member shall complete the DROP by the age of sixty-five (65) years regardless of when the member enters the DROP.
- d. To be eligible, the member must have received a satisfactory performance evaluation from the Fire Chief or his designee within the twelve (12) months immediately prior to the application date.
- e. To be eligible the member shall complete and deliver an official entry (application) form at least thirty days prior to the requested entry date of the DROP to the City Manager's Office. Upon delivery of the completed entry (application) form, the City Manager's Office shall date stamp same as received. The date stamp shall be conclusive evidence of the date of delivery. Entry (application) forms will be made available and can be requested from the Pension Board Secretary/Treasurer.
- f. The eligible member must declare on the entry (application) form his desired time period for participating in the DROP, which cannot be less than one (1) year, nor more than five (5) years. Except as hereinafter provided, no penalty will be assessed for terminating the DROP earlier than declared. Terminating the DROP early shall immediately initiate regular retirement. Upon termination of the DROP early, no member shall remain as a full-time or part-time City of Fairmont employee.
- g. Each eligible member shall enter the DROP with the amount of sick leave as reflected by the members accrued sick leave balance established by the City of Fairmont payroll records. If the amount of sick leave as reflected by the members accrued sick leave balance as established by the City of Fairmont payroll records exceeds 360 hours of available sick leave, then the following shall apply:
 - 1) The member shall "cash in" all sick leave hours above the 360 hours and up to the applicable allowable limits as provided by Article 20, Termination Pay of the current IAFF Local 318 Collective Bargaining Agreement to be calculated toward their final year's salary prior to entering the DROP.
 - 2) If eligible under the terms of the current IAFF Local 318 Collective Bargaining Agreement for an extension of health care coverage, the member shall have any available extension of health insurance coverage calculated and frozen prior to entering the DROP. Any available extension of health insurance coverage shall not be available for use until on or after the member is terminated from the DROP and ceases active employment with the City of Fairmont.
- h. Each eligible member upon entering the DROP and working full time, on duty, as member of the City of Fairmont Fire Department shall accrue such leave as provided by

the City of Fairmont's Personnel Rules and Regulations or the current IAFF Local 318 Collective Bargaining Agreement whichever is applicable. All such leave accrued after entering the DROP shall be available to be used by the member while fully employed and actively participating in the DROP. Notwithstanding any provision of the City of Fairmont's Personnel Rules and Regulations or the current IAFF Local 318 Collective Bargaining Agreement to the contrary, no member shall receive any credit whatsoever for accrued and unused leave earned while working during the DROP toward an extension of health insurance coverage or for the cost of premiums for continued health care coverage for the member and or their spouse or dependents at the end of the DROP. Notwithstanding any provision of the City of Fairmont's Personnel Rules and Regulations or the current IAFF Local 318 Collective Bargaining Agreement to the contrary, upon final separation from City of Fairmont employment at the termination of the DROP, any unused accrued leave will be forfeited and surrendered by the member without compensation or payment therefor. As a condition for participation in the DROP, each member acknowledges and agrees that the City of Fairmont shall have no obligation to pay or compensate any participating member for any unused leave which may have accrued during the DROP upon termination of the DROP period and cessation of employment,

- i. Eligibility does not guarantee that a member applying to participate in the DROP will be accepted into the DROP program. The City Manager, as the Appointing Officer, upon recommendation of the Fire Chief retains absolute discretion over the approval of any applicant to become a part of and participate in the DROP program. The discretion shall be exercised within the best interests of the City being paramount, including, but not limited to, a review of departmental needs, and performance of the employee including, but not limited to, training, skills, certifications, costs, and other relevant factors. Denial of an applicant by the City Manager of any application to participate in the DROP shall not constitute an abuse of discretion and shall not give rise to a cause of action by an applicant against the City of Fairmont, whether at law or in equity whether by of complaint, counterclaim, cross-claim or joinder.
- j. All members in the DROP will be counted as included in meeting the minimum manpower requirements under Article 24 of the IAFF Local 318 Collective Bargaining Agreement.
- k. Except as otherwise provided herein, the parties agree that the DROP program regulations and procedures will remain separate and distinct from any negotiated provision of the IAFF Local 318 Collective Bargaining Agreement. The DROP program will be controlled exclusively by the DROP provisions contained herein and the provisions of West Virginia Code § 8-22-25a. .
- l. Nothing herein shall create or be construed to create a cause of action or contractual right by any employee to participate in the DROP program. As a condition for application to participate in the DROP, each applicant covenants and agrees not to sue the City of Fairmont.

II. Enrollment

- a. Upon successful enrollment into the DROP, the member shall be treated as retired and receiving benefits for purposes of the City of Fairmont Firemen's Pension and Relief Fund; however, during the DROP participation period, the member shall continue to work full-time employment in a covered position in the City of Fairmont Fire Department in accordance with the City of Fairmont Personnel Rules and Regulations and/or the IAFF Local 318 Collective Bargaining Agreement, whichever is applicable.

- b. During the DROP participation period, the City of Fairmont shall continue to make regular contributions for the member to the City of Fairmont Firemen's Pension and Relief Fund.
- c. Except as herein provided, although considered retired, the member will receive the benefits of full-time employment provided by the City of Fairmont Personnel Rules and Regulations and/or the IAFF Local 318 Collective Bargaining Agreement, whichever is applicable, including eligibility for pay raises, promotions and promotional examination, health care benefits, and leave; provided however, upon entering the DROP, the member's pension will be calculated and will not be affected by any raises or promotions the member might receive during his participation in the DROP.
- d. Each participating member in the DROP shall continue to pay the required percentage of his salary, currently 9.5%, based on the date he becomes eligible and is approved to participate in the DROP into the City of Fairmont Firemen's Pension and Relief Fund. The participating member shall not receive any credit for such contribution at the termination of the DROP.
- e. Except as otherwise provided herein, each participating member shall retain the same departmental seniority and rank as held prior to entering or participating in the DROP.
- f. The DROP member shall not be eligible to enter the WV Municipal Police and Firefighters Retirement System while actively working for the City of Fairmont and participating in the DROP.
- g. The DROP member's retirement benefits under the City of Fairmont Firemen's Pension and Relief Fund, together with any applicable continuation of health insurance coverage as hereinbefore provided, will be calculated as of the DROP participation date, and a member will not accumulate additional retirement benefits once the enrollment begins regardless of promotions, wage increases, years of service increases, or any other factor which may have otherwise affected such retirement benefit or continuation of health care coverage.
- h. The DROP member may remain an active member of IAFF Local 318 and continue to pay the active member rate.
- i. Retirement benefit payments attributable to the member under the DROP shall be accumulated and placed/retained into the pension fund in an accumulation account during the DROP participation period.
- j. Except as hereinafter provided, any and all actual interest, dividends or income, if any, earned or paid or associated with any participating member's accumulation account or the City of Fairmont's general DROP account of fund and which may be paid to the City of Fairmont as a result of any such account shall not be paid to the participating member but shall be retained by the City of Fairmont and placed in the City of Fairmont Firemen's Pension and Relief Fund.

III. Termination of DROP

- a. Each member participating in the DROP shall be obligated to terminate employment with the City of Fairmont Fire Department at the end of the DROP period as designated on the member's entry (application) form, which shall be for no more than five (5) years, or upon the member reaching the age of sixty-five (65), whichever shall first occur. Failure to terminate voluntarily shall result in termination of employment by the City of Fairmont for cause, except that a member who continues to work with the consent of the City of Fairmont past the DROP participation period shall have all DROP benefits frozen during the extension period and no additional DROP benefits shall accrue or accumulate. During the period of

time the member continues to work beyond the end of the DROP participation period with the consent of the City of Fairmont, the City of Fairmont shall continue to make regular contributions to the City of Fairmont Firemen's Pension and Relief Fund.

- b. A member may voluntarily terminate the DROP participation early with sixty (60) days advanced written notice to the City Manager and Fire Chief. If the member initiates voluntary termination, the member's deferred accumulation account balance shall be paid without interest for the DROP period and retirement benefits will commence following the early termination date. Covered employment must terminate before benefit distributions are made
- c. The City of Fairmont may initiate termination of a member's participation in the DROP during the DROP participation period as provided in West Virginia Code §8-22-25a(d)(1)(3). If the City of Fairmont initiates termination, the member's deferred accumulation account balance shall be paid with interest, if any, as herein set forth; provided however, if the member is terminated for cause, the member's deferred accumulation account balance shall be paid without such interest
- d. Beginning the month following the completion or termination of the DROP, the member will receive regular monthly pension checks in the amount determined at the start of the DROP.
- e. The member must complete and deliver an exit (application) form to the City Manager Office and the Fire Chief at the start of the sixty (60) days notification period. Exit applications can be requested from the Pension Board Secretary/Treasurer. Timely delivery of the exit (application) form will satisfy the statutory notice requirement.
- f. In the event of death of a member while participating in the DROP, the amount attributable to the participating member's accumulation account, with interest, if any, as herein set forth, through the member's date of death will be paid to the member's beneficiary/beneficiaries that is designated on the DROP entry application form. Unless otherwise directed by the member as expressed on the entry application form., if more than one beneficiary is designated, the accumulation account balance will be divided by the number of beneficiaries and paid to said beneficiaries or the estate of any deceased beneficiary in equal shares. If no beneficiary is designated the accumulation account balance will be paid to the estate of the deceased member.
- g. A member who is unable to continue working because of disability shall cease participation in the DROP the first day of the month following notice of disability to the City Manager and the City of Fairmont Pension and Relief Fund. No additional benefits shall be due the member on account of disability. The participating member's accumulation account balance shall be paid to the member without interest, if any.
- h. Nothing herein shall be construed to mandate or require the City of Fairmont to deposit any participating member's accumulation account balance or any amounts due participating members as a result of participation in the DROP in an interest or income bearing account or to have earnings therefrom or pay any interest, dividends or income thereon; provided however, that if during the drop participation period of any participating member, the City of Fairmont shall realize actual earned interest or income on or associated with any participating member's accumulation account or the City of Fairmont's general DROP account or fund, the City of Fairmont shall pay a one-time interest payment in an amount not to exceed 3.5% of the participating member accumulation account balance to the participating member upon payment of the final distribution of the member's accumulation account balance at completion or termination of the member's DROP participation period.
- i. At the end of the DROP participation period, the amount in the participating member's accumulation account, plus interest, if any, as hereinbefore set forth, shall be paid directly

to the member in a lump sum as per West Virginia Code §8-22-25a, There is no provision for a rollover option directly through the City of Fairmont and no such rollover provision shall be provided. The lump sum distribution will be reported to the United States Department of Treasury IRS, and other taxing authorities by the City of Fairmont as a 1099-R (Distributions from Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.) to the member at the end of the applicable calendar year.

- j. The City of Fairmont may receive, hold, invest, account and manage all of the property of the several individual participating members accumulation accounts as a single common DROP account or fund. Investment of the DROP account or fund shall be consistent with and constrained by the City of Fairmont's duly adopted investment policy and the laws of the State of West Virginia. The City of Fairmont shall account for the several individual participating members accumulation accounts, which may be held as a single account or fund, by marking the division thereof only upon the books of account and allocating to each share its proportionate part of the principal and interest, if any, of the common fund.

IV. Assessment

- a. The City of Fairmont shall do a yearly review of the Deferred Retirement Option Plan (DROP) during the initial three (3) year period and any subsequent DROP period, if any. Should the City of Fairmont, through its governing body, decide to discontinue participation in this voluntary DROP program at any time, the city may do so in accordance with the law. If the City terminates the DROP program this will initiate regular retirement of all members in the DROP program.