AGENDA

Wednesday, January 6, 2021

The Harrison County Courthouse will be opened with limited seating at the County Commission meeting due to the COVID – 19 requirements for social distancing. However, you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting

****

https://us02web.zoom.us/j/7628160712

Dial: 1-888-788-0099 US Toll-free

Meeting ID: 762 816 0712

Passcode: 270967

Appointments:

10:00 A.M. --- Call To Order --- Invocation --- Pledge of Allegiance

1. **Review – Discuss – Consider Organizational Matters for Calendar Year 2021**
    1. **Election of President**
    2. **Hours of Operation for Courthouse**
    3. **Date & Time of Regular Meetings**
    4. **Agenda – Notice of Meeting – Meeting Management**
    5. **Appointments to Boards & Committees**
2. **Consent Agenda**
3. **Payroll Change Notices:**
4. **Exonerations --- Corrective Tickets --- Joint Property Application**
5. **Consolidations of Land --- Segregations of Land**
6. **Consideration of approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2015 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements)**
7. **Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission**
8. **Review – Discuss – Consider Engagement Letter with Zimmerman Law Office, PLLC**
9. **Review – Discuss – Consider Restructuring of Duties of Department Heads and Personnel - may require executive session per WV Code 6-9A-4 – Note – In Addition, this is a Topic for a Special Meeting Tentatively Scheduled for Friday, January 8, 2021**

10. Review – Discuss – Consider Prioritization of all Projects to Include Status of Projects with Rycon, Silling and Bond Counsel --- Note – In Addition, this is a Topic for a Special Meeting Tentatively Scheduled for Friday, January 8, 2021
11. Review – Discuss – Consider Project Improvements Related to the Following:
    1. Law Enforcement Building at 609 West Main Street, Clarksburg, WV
        a. Authorize Staff to Proceed with Selection of A/E Firm per §5G-1-4
    2. Public Safety Building at 420 Buckhannon Pike, Nutter Fort, WV
12. Review – Discuss – Consider Necessary Actions for Clean-up of Property at Wallace --- Bricks & Debris
13. Commissioner Comments – Questions

CONSENT AGENDA - (NOTE: Items may require Discussion, Review and/or Action)

A. Minutes and/or Amended Minutes of Previous Meeting
B. Requisitions --- Purchase Orders --- Invoices
C. Weekly Fiduciary Report from the County Clerk
D. Monthly Fiduciary Commission Settlements
E. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts
F. Petition of appeal from Action of the Harrison County Commission --- Petitioners /Emily Virginia Rockwell, on behalf of the Harrison County Republican Executive Committee & Mickey Gene Petitto
G. Approval --- Transfer of Leave per Police Approved by the County Commission
H. Letter of Resignation from Susan J. Thomas, Harrison County Clerk
I. Oath of Office & Certificate --- Susan J. Thomas, Harrison County Commission --- John Spires, Harrison County Clerk

TABELED ITEMS --- Items May Require Discussion and /or Approval

1

Organizational Matters:

1. **Election of President**
2. **Hours of Operation for Courthouse**
    a. **Currently --- 8:30 a.m. to 4:30 p.m. Monday through Friday**
        i. **Public Access at 09:00 during COVID-19 Pandemic**
    b. **Consider deviation (Non-Holiday) from established schedule:**
        i. **Friday, September 3, 2021 --- Open from 08:30 a.m. to 12:30 p.m. --- Balance of day paid for full-time employees**
3. **Date and Time of Regular Meetings**
    a. **Currently:**
        i. **10:00 a.m. on Wednesday of each week**
4. **Agenda --- Notice of Meeting --- Meeting Management**
    a. **When available, draft agenda to be provided to the Commissioners before available to the public.**
    b. **Agenda will be available to the public before closure two business days prior to meeting date --- normally (unless holiday etc.) to be available by close of business on Monday.**
    c. **Agenda matters to be reviewed and/or considered during the meeting at the discretion of corporate body and/or in compliance with statutory requirements.**
    d. **Open discussion by Commissioners unless certain matters would require an executive session per §6-9A-4.**
    e. **Input or recommendation from other constitutional officials, staff or public as requested or required by the Commission and/or as required by statute.**
    f. **Motion required for consideration of vote, no second required.**
    g. **All votes are unanimous unless otherwise stated.**
    h. **Robert's Rule of Order will be utilized as a guide only. The corporate body controls meeting management, discussion and input.**
5. **Appointees to Boards & Committees ---2020 Appointments:**
    a. **Benedum Airport Authority --- David Hinkle & Ron Watson**
    b. **Harrison-Clarksburg Board of Health --- Ron Watson**
    c. **Harrison County 911 Advisory Board --- Ron Watson**
    d. **Harrison County Ambulance Authority --- Patsy Trecost II**
    e. **Harrison County Community Correction Advisory Board --- David Hinkle**
    f. **Harrison County Development Authority --- Ron Watson**
    g. **Harrison County Economic Development Corporation --- David Hinkle**
    h. **Harrison County Emergency Squad Board --- Patsy Trecost II**
    i. **Harrison County Farmland Protection Board --- Patsy Trecost II**
    j. **Harrison County Local Emergency Planning Commission --- Ron Watson**
    k. **Harrison County Parks & Recreation Advisory Board --- Patsy Trecost II**
    l. **Harrison County Planning Commission --- Patsy Trecost II**
    m. **Harrison County Senior Citizens Board --- Ron Watson**
    n. **Region VI Planning & Development Council Board --- Patsy Trecost II**
    o. **Workforce Local Elected Officials (LEO) Board - Region VI Workforce Board --- D. Hinkle**
    p. **WVU Cooperative Extension Service Advisory Board --- Patsy Trecost II**

7

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISITION FORM

WesBanco Bank, Inc.
One Bank Plaza
Wheeling, West Virginia 26003
Attn: Corporate Trust Department

Ladies and Gentlemen:

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Inc., as Trustee:

(1) Requisition Number: 09
(2) Name and Address of Payee:
Rycon Construction Inc.
2501 Smallman Street
Pittsburgh, PA. 15222
(3) Amount: $ 305,201.70

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is $15,458,000.00, of which $0.00 has previously been paid, and $15,458,000.00 remains outstanding.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping, and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition or invoices/statements attached hereto, but may accept the same as conclusive evidence of the accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this 6TH day of JANUARY, 2021.

THE COUNTY COMMISSION
OF HARRISON COUNTY

By:_____

Its: PRESIDENT

Schedule I for Requisition #09

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date		Amount
a.					
b.					
c.					
d.					
e.					
f.					
Total				$	-

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Payment Date		Amount
a.	Rycon Construction Inc.	Construction Services	6-Jan-21	$	305,201.70
b.					
c.					
d.					
e.					
f.					
Total				$	305,201.70

(3) Total amount of disbursements pursuant to this Requisition: $ 305,201.70

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

01-06-2021

Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:	PROJECT:	APPLICATION NO: 01	Distribution to:
Harrison County Commision	**Harrison County GSB**		☐ OWNER
301 West Main Street	Clarksburg, WV		☐ ARCHITECT
Clarksburg, WV 26301	General Services Administration Building	PERIOD FROM: 12/01/20	☐ CONTRACTOR
		PERIOD TO: 12/31/20	☐
FROM CONTRACTOR:	VIA ARCHITECT:		☐
Rycon Construction, Inc.	**Sillings Associates, Inc**		
2501 Smallman Street	405 Capitol Street, Upper Atrium	PROJECT NOS: 4013	
Pittsburgh, PA 15222	Charleston, WV 25301		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 15,458,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 15,458,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 339,113.00
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 33,911.30	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 33,911.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 305,201.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ 305,201.70 ✓
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 15,152,798.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 12/28/20

Gretchen Grieg, Accounts Manager

State of: Pennsylvania County of: Allegheny

Subscribed and sworn to before me this 28th day of December ,2020

Notary Public: Karen A Biery

My Commission expires: 4-19-21

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Karen A. Biery, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires April 19, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... ....$ 305,201.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [signature] Date: 12-29-20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

REQ #09

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01
APPLICATION DATE: 12/01/20
PERIOD TO: 12/31/20
ARCHITECT'S PROJECT NO: 4013

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Building Permit	$30,000.00		$30,000.00		$30,000.00	100.00%	$0.00	$3,000.00
02	P&P Bond	$149,524.00		$149,524.00		$149,524.00	100.00%	$0.00	$14,952.40
03	Builders Risk Inurance	$16,447.00		$16,447.00		$16,447.00	100.00%	$0.00	$1,644.70
04	General Liabilities Insurance	$46,370.00		$46,370.00		$46,370.00	100.00%	$0.00	$4,637.00
05	General Conditions	$826,306.00		$55,087.00		$55,087.00	6.67%	$771,219.00	$5,508.70
06	Eathwork/Utilities - Mobilization	$35,020.00		$35,020.00		$35,020.00	100.00%	$0.00	$3,502.00
06a	Eathwork/Utilities - Remaining work	$665,375.00		$0.00			0.00%	$665,375.00	$0.00
07	Termite Control	$5,000.00		$0.00			0.00%	$5,000.00	$0.00
08	Asphalt/Bumpers	$37,000.00		$0.00			0.00%	$37,000.00	$0.00
09	Building Concrete	$1,506,000.00		$0.00			0.00%	$1,506,000.00	$0.00
10	Masonry/Stonework	$1,840,000.00		$0.00			0.00%	$1,840,000.00	$0.00
11	Structural Steel	$1,638,000.00		$0.00			0.00%	$1,638,000.00	$0.00
12	Misc Metals	$145,000.00		$0.00			0.00%	$145,000.00	$0.00
13	Rough Carpentry	$116,258.00		$0.00			0.00%	$116,258.00	$0.00
14	Finish Carpentry	$240,000.00		$0.00			0.00%	$240,000.00	$0.00
15	Water Proofing	$53,000.00		$0.00			0.00%	$53,000.00	$0.00
16	Spray Applied Insulation	$66,000.00		$0.00			0.00%	$66,000.00	$0.00
17	Fluid Applied Air Barrier	$84,000.00		$0.00			0.00%	$84,000.00	$0.00
18	EPDM Roofing	$180,000.00		$0.00			0.00%	$180,000.00	$0.00
19	Metal Composite Wall Panels	$37,000.00		$0.00			0.00%	$37,000.00	$0.00
20	Spray on Fire Proofing	$29,000.00		$0.00			0.00%	$29,000.00	$0.00
21	Caulking & Sealants	$14,500.00		$0.00			0.00%	$14,500.00	$0.00
22	Doors/Frames/Hardware	$358,000.00		$0.00			0.00%	$358,000.00	$0.00
23	Rolling Grilles	$27,000.00		$0.00			0.00%	$27,000.00	$0.00
24	Accordian Partitions	$8,000.00		$0.00			0.00%	$8,000.00	$0.00
25	Accordian Firedoors	$60,000.00		$0.00			0.00%	$60,000.00	$0.00
26	Aluminum Storefronts & Glass	$496,000.00		$0.00			0.00%	$496,000.00	$0.00
27	Drwyall & ACT	$1,429,000.00		$0.00			0.00%	$1,429,000.00	$0.00
28	Ceramic Tile	$293,000.00		$0.00			0.00%	$293,000.00	$0.00
29	Carpet/VCT	$280,000.00		$0.00			0.00%	$280,000.00	$0.00
30	Painting	$140,000.00		$0.00			0.00%	$140,000.00	$0.00
31	Signage and Plaques	$79,000.00		$0.00			0.00%	$79,000.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01
APPLICATION DATE: 12/01/20
PERIOD TO: 12/31/20
ARCHITECT'S PROJECT NO: 4013

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
32	Toilet Partitions	$12,000.00		$0.00			0.00%	$12,000.00	$0.00
33	Wal/Door Protection	$13,000.00		$0.00			0.00%	$13,000.00	$0.00
34	Toilet Accessories	$17,000.00		$0.00			0.00%	$17,000.00	$0.00
35	Fire Extinguishers & Cabinets	$6,500.00		$0.00			0.00%	$6,500.00	$0.00
36	Metal Lockers	$8,000.00		$0.00			0.00%	$8,000.00	$0.00
37	Flag Pole	$2,900.00		$0.00			0.00%	$2,900.00	$0.00
38	Window Shades	$30,000.00		$0.00			0.00%	$30,000.00	$0.00
39	Pews	$12,000.00		$0.00			0.00%	$12,000.00	$0.00
40	Elevators	$183,000.00		$0.00			0.00%	$183,000.00	$0.00
41	Vertical Platform Lift	$28,000.00		$0.00			0.00%	$28,000.00	$0.00
42	Fire Protection	$210,000.00		$0.00			0.00%	$210,000.00	$0.00
43	Plumbing	$432,000.00		$0.00			0.00%	$432,000.00	$0.00
44	HVAC	$1,465,000.00		$0.00			0.00%	$1,465,000.00	$0.00
45	Electrical	$1,805,000.00		$0.00			0.00%	$1,805,000.00	$0.00
46	B&O Tax	$303,800.00		$6,665.00		$6,665.00	2.19%	$297,135.00	$666.50
	GRAND TOTALS	$15,458,000.00	$0.00	$339,113.00	$0.00	$339,113.00	2.19%	$15,118,887.00	$33,911.30

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL WAIVER AND RELEASE OF LIENS
AND INDEMNITY AGREEMENT – CONTRACTOR

State of Pennsylvania
County of Allegheny

The undersigned is Accounting Manager (title) of Rycon Construction Inc. (Contractor") which has a contract with Harrison County GSB the owner ("Owner") of a project known and commonly referred Harrison County Commission ("Project") the date of execution of this Partial Waiver and Release, Contractor warrants and represents the following to accurate:

Total Contract Value	$ 15.458.000.00
Total Amount Previously paid	$ 0.00
Total Amount Claimed due in Pending Application	$ 305.201.70

Contingent upon payment of the amount claimed due of $ 305.201.70 to, or for the benefit of Contractor, Contractor does hereby release Owner, the Project and the premises upon which the Project is located and any and all improvements thereon ("Property") from any and all claims, liens and/or rights to lien up to the amount paid to date, including the amount claimed due herein.

Contractor further represents and warrants that the individual executing this Partial Waiver is duly authorized and empowered to sign and execute this waiver on Contractor's behalf; that Contractor has properly performed all of the work pursuant to the plans and specifications and/or Contractor's agreement with Owner, and that Contractor has paid for any labor, materials, equipment and services that Contractor used or supplied to the above premises through the date of said payment application or invoice or that such materials or equipment were fully-paid open stock.

Contractor further agrees to indemnify, defend and hold harmless Owner from and against any and all suits, claims, damages, losses, costs, settlements, arbitration awards and expenses including, but not limited to mechanics' or materialmens' liens and any other similar such liens asserted against the Project, the Property or any existing improvements on the Property, or any part thereof arising out of the work or for any losses or expenses should any such claim, lien or right to a lien be asserted, either by Contractor or by any subcontractor, supplier, laborer, materialman or sub-subcontractor of Contractor.

Contractor further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the work performed or supplied to date and in full and final satisfaction of any and all claims as of the date hereof, with full knowledge that Owner (and its successors and assigns) are relying on such representations in making the payment.

In addition, for and in consideration of the amounts and sums received, Contractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the Project prior to the date hereof, excepting those specific claims listed below, if any, for unapproved change orders or other disputed amounts claimed due. Those claims, if any exist, are limited to the following. (Include description of any claim, disputed change order, and amount claimed due).

Signed and delivered this 28th day of December, 2020.

Signed: Gretchen Gring

Print: Gretchen Gring, Accounting Manger

ACKNOWLEDGEMENT

State of Pennsylvania
County of Allegheny

Before me, the undersigned Notary Public in and for the said 28th day of December, 2020.

Notary Public: Karen A Biery

Printed Name: Karen A Biery

SEAL

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Karen A. Biery, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires April 19, 2021
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

(20291 01/384558:)

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISITION FORM

WesBanco Bank, Inc.
One Bank Plaza
Wheeling, West Virginia 26003
Attn: Corporate Trust Department

Ladies and Gentlemen:

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Inc., as Trustee:

(1) Requisition Number: 08
(2) Name and Address of Payee:
Silling Associates Inc.
PO Box 3442
Charleston, West Virginia 25334
(3) Amount: $ 22,491.00

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is $1,362,250.00 of which $1,017,277.75 has previously been paid, and $344,972.25 remains outstanding.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping, and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition or invoices/statements attached hereto, but may accept the same as conclusive evidence of the accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this 6TH day of JANUARY, 2021.

THE COUNTY COMMISSION
OF HARRISON COUNTY

By:_____

Its: PRESIDENT

Schedule I for Requisition #08

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date		Amount
a.					
b.					
c.					
d.					
e.					
f.					
Total				$	-

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Payment Date		Amount
a.	Silling Associates Inc.	Design & A/E Services	6-Jan-21	$	22,491.00
b.					
c.					
d.					
e.					
f.					
Total				$	22,491.00

(3) Total amount of disbursements pursuant to this Requisition: $ 22,491.00

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

01-06-2021
Date

SILLING
ASSOCIATES, INC.

28510

Please remit to:
P.O. Box 3442
Charleston, WV 25334

RECEIVED
OCT 08 2020
HARRISON COUNTY COMMISSION

Harrison County Commission
301 West Main Street
Clarksburg, WV 26301
William Parker

Invoice number 5420
Date 10/05/2020

Project **Harrison County General Services Administration Building**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
GSB Schematic Design	198,450.00	100.00	198,450.00	198,450.00	0.00
GSB Design Development	264,600.00	100.00	264,600.00	264,600.00	0.00
GSB Construction Documents	463,050.00	100.00	463,050.00	463,050.00	0.00
Additional Services - Design Change Order	33,500.00	100.00	33,500.00	33,500.00	0.00
Additional Services - Demolition Package	5,750.00	100.00	5,750.00	5,750.00	0.00
GSB Bidding & Negotations	66,150.00	100.00	43,659.00	66,150.00	22,491.00
GSB Construction Administration	330,750.00	0.00	0.00	0.00	0.00
Total	1,362,250.00	75.72	1,009,009.00	1,031,500.00	22,491.00

Invoice total **22,491.00**

Still Due w/ THIS Invoice 344,972.25

~~001-401-458-03~~

Approved by:

Thomas M. Potts
Principal

$ 8,268.75
#5441 PROCESSED 12-2-2020

REQ. # 08

Payment Due 30 Days From Invoice Date

HARRISON COUNTY BUILDING COMMISSION
LEASE REVENUE BONDS
SERIES 2020
(GENERAL SERVICES ADMINISTRATION BUILDING PROJECT)

REQUISITION FORM

WesBanco Bank, Inc.
One Bank Plaza
Wheeling, West Virginia 26003
Attn: Corporate Trust Department

Ladies and Gentlemen:

You are authorized to make the following disbursement from the Acquisition Fund maintained under that certain Bond Indenture and Security Agreement dated as of October 1, 2020, by and between the Harrison County Building Commission and WesBanco Bank, Inc., as Trustee:

(1) Requisition Number: 10
(2) Name and Address of Payee:
Green River Group, LLC
714 Venture Drive #180
Morgantown, West Virginia 26508
(3) Amount: $ 147,777.74

A. The expense listed above has been incurred as a Cost of the Project, is properly chargeable against the Acquisition Fund, is due and unpaid, and has not been the basis of any previous disbursement.

B. The total obligation on account of which the payment requested herein is to be made is $1,153,547.49, of which $890,415.00 has previously been paid, and $263,132.49 remains outstanding.

C. If applicable, a copy of the invoice relating to this payment is attached, and a description of the work, materials or equipment is attached. There are no vendors', mechanics' or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned therein are made, or which will not be discharged before the payments as requisitioned therein are made, or which will not be discharged by such payment.

D. That the work, material or other purchased item to which the payment relates has been accomplished, delivered or installed in a manner satisfactory to the County.

E. Funds remaining in the Acquisition Fund are sufficient to complete acquisition, construction, equipping, and improvement of the Project.

F. The Trustee shall have no duty to make any investigation of this Requisition or invoices/statements attached hereto, but may accept the same as conclusive evidence of the accuracy of this Requisition. Trustee may rely in good faith on this Requisition signed by an Authorized Lessee Representative and that said document is believed to be genuine.

Dated this 6TH day of JANUARY, 2021.

THE COUNTY COMMISSION
OF HARRISON COUNTY

By:_____

Its: PRESIDENT

Schedule I for Requisition #10

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

	Vendor	Description of Expense	Payment Date		Amount
a.					
b.					
c.					
d.					
e.					
f.					
Total				$	-

(2) Payments to Third Party Payees or Other Vendors:

	Vendor	Description of Expense	Payment Date		Amount
a.	Green River Group, LLC	Construction & Site Services	6-Jan-21	$	147,777.74
b.					
c.					
d.					
e.					
f.					
Total				$	147,777.74

(3) Total amount of disbursements pursuant to this Requisition: $ 147,777.74

The items listed for reimbursement listed above in Section 1 & Section 2 are supported by attached copies of invoices or statements.

Approval Signature

Date

AIA Type Document

Application and Certification for Payment

TO (OWNER): HARRISON CO COMMISSION
301 WEST MAIN ST
CLARKSBURG, WV 26301

PROJECT: GENERAL SERVICES BLD-DEMO PAC
301 WEST MAIN STREET
CLARKSBURG, WV 26301

APPLICATION NO: 2
PERIOD TO: 12/15/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Green River Group LLC
714 Venture Dr. #180
Morgantown, WV 26508

VIA (ARCHITECT): SILLING ASSOCIATES INC
405 CAPITOL ST., UPPER ATRIUM
CHARLESTON, WV 25301

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HARRISON CO GENERAL SERVICES BLD

CONTRACT DATE: 6/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	1,007,000.00
2. Net Change by Change Orders	$	166,907.49
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,173,907.49
4. TOTAL COMPLETED AND STORED TO DATE	$	1,153,547.49
5. RETAINAGE:		
a. 10.00 % of Completed Work	$	115,354.75
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	115,354.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,038,192.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	890,415.00
8. CURRENT PAYMENT DUE	$	147,777.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	135,714.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	165,540.00	0.00
Total approved this Month	1,367.49	0.00
TOTALS	166,907.49	0.00
NET CHANGES by Change Order	166,907.49	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Green River Group LLC
714 Venture Dr. #180 Morgantown, WV 26508

By: Matthew Shepherd Date: 12-30-2020
MATT SHEPHERD / PROJECT MANAGER

State of: WV
County of: MONONGALIA
Subscribed and Sworn to before me this 30 Day of [illegible] 20
Notary Public: Christy K. Cain
My Commission Expires 11-5-2024

OFFICIAL SEAL
Christy K. Cain
Notary Public
State of West Virginia
My Commission Expires
November 05, 2024
604 Astor Ave.
MORGANTOWN, WV 26501

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 147,777.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: [signature] Date: 12-30-20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): HARRISON CO COMMISSION
301 WEST MAIN ST
CLARKSBURG, WV 26301

PROJECT: GENERAL SERVICES BLD-DEMO PAC
301 WEST MAIN STREET
CLARKSBURG, WV 26301

APPLICATION NO: 2
PERIOD TO: 12/15/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Green River Group LLC
714 Venture Dr. #180
Morgantown, WV 26508

VIA (ARCHITECT): SILLING ASSOCIATES INC
405 CAPITOL ST., UPPER ATRIUM
CHARLESTON, WV 25301

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HARRISON CO GENERAL SERVICES BLD

CONTRACT DATE: 6/30/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
10	MOBILIZATION	1.000	25,000.0000	25,000.00	1.000	25,000.00	.000	0.00	0.00	25,000.00	100.00	.00
20	SURVEY/STAKEOUT	1.000	7,500.0000	7,500.00	1.000	7,500.00	.000	0.00	0.00	7,500.00	100.00	.00
30	EXPLORATORY EXCAVATION/LOCATE UTILITIES	1.000	21,000.0000	21,000.00	1.000	21,000.00	.000	0.00	0.00	21,000.00	100.00	.00
40	BUILDING/SITE/FOUNDATIOI DEMO & ABATEMENT	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
40A	ABATEMENT	1.000	145,860.0000	145,860.00	1.000	145,860.00	.000	0.00	0.00	145,860.00	100.00	.00
40B	BUILDING DEMO	1.000	71,500.0000	71,500.00	1.000	71,500.00	.000	0.00	0.00	71,500.00	100.00	.00
40C	DEBRIS PILE	1.000	19,760.0000	19,760.00	1.000	19,760.00	.000	0.00	0.00	19,760.00	100.00	.00
40D	MISC. DEMO, SHORING WALL SUPPORT	1.000	22,880.0000	22,880.00	1.000	22,880.00	.000	0.00	0.00	22,880.00	100.00	.00
50	SHORING ENGINEERING	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
60	SHORING SYSTEM	650.000	905.0000	588,250.00	487.000	440,735.00	161.000	145,705.00	0.00	586,440.00	99.69	1,810.00
70	SAFETY FENCE @ SHORING	650.000	27.0000	17,550.00	.000	0.00	.000	0.00	0.00	0.00	.00	17,550.00
80	REMOVE UNDERGROUND ELECTRICAL	400.000	2.5000	1,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,000.00
90	CAP SEWER LINE	1.000	1,800.0000	1,600.00	.000	0.00	1.000	1,800.00	0.00	1,800.00	100.00	.00
100	REMOVE SANITARY MANHOLE & CLEANOUT	1.000	1,800.0000	1,800.00	.000	0.00	1.000	1,800.00	0.00	1,800.00	100.00	.00
110	REMOVE ELECTRIC POLE	3.000	800.0000	2,400.00	1.000	800.00	2.000	1,600.00	0.00	2,400.00	100.00	.00
120	REMOVE WATER & GAS VALVES	11.000	900.0000	9,900.00	9.000	8,100.00	2.000	1,800.00	0.00	9,900.00	100.00	.00
130	6' FENCE & GATES RENTAL (TO BE TURNED OVER TO GC)	700.000	10.0000	7,000.00	70.000	700.00	630.000	6,300.00	0.00	7,000.00	100.00	.00
140	JERSEY BARRIERS	440.000	35.0000	15,400.00	440.000	15,400.00	.000	0.00	0.00	15,400.00	100.00	.00

TO (OWNER): HARRISON CO COMMISSION
301 WEST MAIN ST
CLARKSBURG, WV 26301

PROJECT: GENERAL SERVICES BLD-DEMO PAC
301 WEST MAIN STREET
CLARKSBURG, WV 26301

APPLICATION NO: 2
PERIOD TO: 12/15/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Green River Group LLC
714 Venture Dr. #180
Morgantown, WV 26508

VIA (ARCHITECT): SILLING ASSOCIATES INC
405 CAPITOL ST., UPPER ATRIUM
CHARLESTON, WV 25301

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HARRISON CO GENERAL SERVICES BLD

CONTRACT DATE: 6/30/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
150	ORANGE BARRELS W/DUSK TO DAWN LIGHTS/SIGN	7.000	1,300.0000	9,100.00	7.000	9,100.00	.000	0.00	0.00	9,100.00	100.00	.00
160	DISCONNECT AND REMOVE LATERALS	1.000	5,000.0000	5,000.00	.900	4,500.00	.100	500.00	0.00	5,000.00	100.00	.00
170	INSTALL SUMP AND PUMP	1.000	5,000.0000	5,000.00	.900	4,500.00	.100	500.00	0.00	5,000.00	100.00	.00
180	S & E CONTROL	1.000	11,300.0000	11,300.00	.750	8,475.00	.250	2,825.00	0.00	11,300.00	100.00	.00
210	CO #1 ACM REMOVAL	1.000	165,540.0000	165,540.00	1.000	165,540.00	.000	0.00	0.00	165,540.00	100.00	.00
260	CO#2 EXCAVATION OF UNDERGORUND STORAGE TANKS	1.000	1,367.4900	1,367.49	.000	0.00	1.000	1,367.49	0.00	1,367.49	100.00	.00
	REPORT TOTALS			$1,173,907.49		$989,350.00		$164,197.49		$1,153,547.49		
									$.00			$20,360.00

SIMMERMAN
LAW OFFICE, PLLC
254 EAST MAIN STREET
CLARKSBURG, WV 26301-2170

FRANK E. SIMMERMAN, JR.
fes@simmermanlaw.com

CHAD L. TAYLOR
clt@simmermanlaw.com

FRANK E. (TREY) SIMMERMAN, III
trey@simmermanlaw.com

TELEPHONE
(304) 623-4900

LEGAL ASSISTANTS:

STACEY L. FOX
stacey@simmermanlaw.com

BENJAMIN A. HANLAN
ben@simmermanlaw.com

FACSIMILE
(304) 623-4906

December 28, 20201

Harrison County Commission
301 W. Main Street
Clarksburg, WV 26301

RE: Harrison County Commission
Attorney Engagement Letter

Dear Commission:

This Letter of Agreement is entered into as of the date listed above by and between the Harrison County Commission, with a principal address of 301 W. Main Street, Clarksburg, WV 26301, (hereafter referred to as "Client"), and Frank E. Simmerman, III of the Simmerman Law Office, PLLC (hereafter referred to as "Counsel").

Client has engaged Counsel to serve as counsel in relation general legal matters which the Harrison County Commission experiences, as requested by Client. This relationship shall be continuing in duration, unless terminated by either of the parties in writing.

Client agrees to pay Counsel for services based on the time spent working on legal issue identified above, plus normal and customary fees and costs incurred in the course of representation (i.e. postage, filing and xerox fees, which will be billed at cost). See attached 2020 Cost and Expense Schedule. Counsel's current hourly rate is $250.00.

Counsel will generally forward billing statements quarterly and each statement will contain a description of services, including the date, amount of time involved, and the task accomplished. Quarterly statements will also show the fees and costs associated with Counsel's representation of Client.

At the insistence of either Counsel or Client, any disputes as to whether Counsel or Client has failed to honor this Agreement or as to the amount of legal fees will be submitted to the

Ethics Advisory Board of the State Bar of West Virginia for arbitration and prompt resolution, and both Counsel and Client agree to be bound by the results of such arbitration.

In witness whereof, the parties hereto have executed this Agreement as of the ____ day of January, 2021.

Agreed to by:

Frank E. Simmerman, III

Agreed to:

_____
Harrison County Commission

By: _____

Position: _____

Date: _____

2020 COST AND EXPENSE SCHEDULE FOR SIMMERMAN LAW OFFICE, PLLC	
Copies – Black and White	20¢ per copy
Copies – Color	40¢ per copy
Copies – Out of office	Copies made at Clerk's office, courthouse, etc., or enlargements for exhibits will be charged at the rate specified by the out-of-office facility. These expenses will be billed at cost.
Mileage	Current mileage costs are 57.5¢ per mile. Mileage costs are billed in accordance with the IRS Standard Mileage Rates for Business, and as such are updated January 1st of each new year.
Travel	Travel costs include, but are not limited to, business meals, hotels, airfare, car rental fees, etc. These costs are billed at cost. Receipts available upon request.
Medical Records	Costs for medical records will be billed at cost at the rate charged by the medical provider.
Postage	Postage costs will be billed at cost at the current USPS rates.
Federal Express/UPS	Federal Express/UPS charged will be billed at cost at the rate charged by the delivery service.
Depositions	Fees for depositions may include, but are not limited to, reporter fees, transcript fees, facility rental, etc. These expenses will be billed at cost.
Experts	Experts will be billed based upon the fee agreement for that expert. The expenses will be billed at cost.
Arbitration/Mediation	Arbitrators/mediators will be billed at cost according to the agreement with the arbitrator/mediator and the other parties to the arbitration/mediation.
Service of Process	Service of process will be billed at cost according to the rates of the process server. For the West Virginia Secretary of State, the current rate is $20 per defendant. Private process server costs vary, but will always be billed at cost.

Client Initials: _____ Attorney Initials: _____

Filing fees/recording fees	Fees for filing pleadings and recording instruments will be billed at cost. By way of example, the current filing fee for civil Complaints, Counterclaims, Crossclaims, Third Party Complaints, and Motions to Intervene in Circuit Court is $200, subject to changes by the West Virginia Judiciary. The current fees for a medical malpractice complaint are $280. There are additional fees for electronic filing in counties that currently require filing by this method. The Federal civil filing fee is currently $400, subject to change.
Other costs	Other costs may include, but are not limited to, witness fees, PACER research fees, investigators, FOIA requests, digital or physical required media for exhibits, etc. These are billed at cost.

Client Initials: _____ Attorney Initials: _____

F

PETITION OF APPEAL FROM ACTION OF THE HARRISON COUNTY COMMISSION

Case #
20-P-223-2

Emily Virginia Rockwell, on behalf of the
Harrison County Republican Executive Committee
And Mickey Gene Petitto

Petitioners,

v.

Susan Thomas, Harrison County Clerk,

Defendants,

This Appeal is being filed because of a violation of the Open Meeting Law, WV Code 6-9A-1 through 12 as the case was not properly on the agenda of the December 16, 2020 meeting of the Harrison County Commission. We were not notified of the Commission taking up our petition filed on December 11, 2020 without any of us being notified or any of us being present. Then they took it to an illegal vote to dismiss.

The rules for the Open Meeting Law are:

§6-9A-3. Proceedings to be open; public notice of meetings.

(a) Except as expressly and specifically otherwise provided by law, whether heretofore or hereinafter enacted. and except as provided in section four of this article, all meetings of any governing body shall be open to the public.

(b) Any governing body may make and enforce reasonable rules for attendance and presentation at any meeting where there is not room enough for all members of the public who wish to attend.

(c) This article does not prohibit the removal from a meeting of any member of the public who is disrupting the meeting to the extent that orderly conduct of the meeting is compromised: Provided, That persons who desire to address the governing body may not be required to register to address the body more than fifteen minutes prior to time the scheduled meeting is to commence.

(d) Each governing body shall promulgate rules by which the date, time, place and agenda of all regularly scheduled meetings and the date, time, place and purpose of all special meetings are made available, in advance, to the public and news media.

(e) Each governing body of the executive branch of the state shall electronically file a notice of each meeting with the Secretary of State for publication on the Secretary of State's website.

(1) Each notice shall state the date, time, place and purpose of the meeting.

(2) Each notice of a special meeting or a regular meeting shall be filed in a manner to allow each notice to appear on the Secretary of State's website at least five business days prior to the date of the meeting.

(3) When calculating the days, the day of the meeting is not to be counted. If a meeting notice is filed anytime other than during the Secretary of State's regular business hours, the date of filing will be considered the next business day.

(f) The Secretary of State shall retain copies of all notices filed for ten years.

(g) The Secretary of State may promulgate procedural rules governing the electronic filing of meeting notices.

(h) In the event of an emergency a governing body may call an emergency meeting.

(1) The governing body of a state executive branch agency shall electronically file a notice for an emergency meeting with the Secretary of State, as soon as practicable prior to the meeting. Any other governing body shall notice an emergency meeting in a manner which is consistent with this article and the Ethics Commission Committee on Open Governmental Meeting's opinions issued pursuant to the authority of section ten of this article, as soon as practicable prior to the meeting.

(2) The emergency meeting notice shall state the date, time, place and purpose of the meeting and the facts and circumstances of the emergency.

(i) Upon petition by any adversely affected party any court of competent jurisdiction may invalidate any action taken at any meeting for which notice did not comply with the requirements of this section.

As Far as not being able to bring these complaints, here is the law that so states that we can file without a recount. Miller V Boone County Commission; 539 S.E. 2D 770, 208 W.Va. 263 (2000). We are asking the Order of December 18, 2020 be invalidated and the matter be sent back to the Harrison County Commission for a full hearing after notice.

I (We) acknowledge that all of the above information is true and accurately reflects the matter(s) in question, to the best of my knowledge.

Complainant Signature

Complainant Signature

STATE OF WEST VIRGINIA, COUNTY OF HARRISON

The foregoing instrument was acknowledged before me, this 28 day of December, 20 20 by

Emily Virginia Rockwell
Chairperson of the Harrison County Republican Executive Committee

Notary Public

Notary Stamp Here
NOTARY PUBLIC OFFICIAL SEAL
ROBIN L HARDMAN
State of West Virginia
My Commission Expires
August 02, 2021
114 Allison Ave Bridgeport, WV 26330

MY COMMISSION EXPIRES
August 02, 2021

The foregoing instrument was acknowledged before me, this 28 day of December, 2020 by

Mickey Gene Petitto
C0-Complaintant

Notary Public

Notary Stamp Here
NOTARY PUBLIC OFFICIAL SEAL
ROBIN L HARDMAN
State of West Virginia
My Commission Expires
August 02, 2021
114 Allison Ave Bridgeport, WV 26330

MY COMMISSION EXPIRES
August 02, 2021

FILED WITH HARRISON COUNTY CLERK – December 11th, 2020

December 11th, 2020

Harrison County Commission
301 West Main Street
Clarksburg, WV 26301

RE: GENERAL ELECTION COMPLAINT

Dear Commissioners;

Under WV Code Chapter 3 Section 3-7-6 these elections complain are being formally presented to the Harrison County Commission as the judge in the election in county contests.

I, Emily Virginia Rockwell, as the Chairperson of the Harrison County Republican Executive Committee file this complaint in regard to violations of WV Code Chapter 3. ELECTIONS Section 3-4A-27 regulations during the handling of the absentee ballots in the November 3rd, 2020 General Election. The issues being addressed relate to the handling of the absentee ballots throughout the election period. The Harrison County Republican Executive Committee had an attorney present in the counting of the ballots on election night at which time non-compliance to WV Code Chapter 3: Elections was noted.

It was noted that Susan Thomas was a candidate for Harrison County Commission and County Clerk of Harrison County and was in that capacity as the officer in charge of and responsible to conduct the election process. Susan Thomas as the County Clerk did not maintain election protocol under WC Code Section 3-4A-27 in the handling and processing of the absentee ballots throughout the election period.

It has been noted that the absentee ballot box only had one lock and that Susan Thomas. as the Harrison County Clerk was the person in possession of the only key during the absentee ballot period.

It was noted that ballots were retained in a non-secured area during the absentee voting period without camera or security measures being in place.

It was noted that there were not representatives of both political parties present in all handling of and procession of the absentee ballots.

It was noted that inappropriate processes were noted in the handling and entering of absentee ballots during the counting process.

It is requested that access to the lists of the absentee ballot requests, the absentee ballot mail list and the absentee ballot received list as well as access to the absentee ballots be available during the due process of this complaint.

It is noted that Mickey Gene Petitto as the opposing candidate for the office of Harrison County Commission is considered to be a complainant party in this election complaint under WV Code 3-4A-27 and under the Fourteenth Amendment to the United States Constitution Equal Protection Laws.

Based on the improprieties herein noted, it is hereby requested that all absentee ballots be thrown out of the formal count and election results for the November 3rd, 2020 General Election.

I (We) acknowledge that all of the above information is true and accurately reflects the matter(s) in question, to the best of my knowledge.

_____

Complainant Signature

_____

Complainant Signature

STATE OF WEST VIRGINIA, COUNTY OF HARRISON

The foregoing instrument was acknowledged before me, this _____ day of _____, 20__ by

_____

Emily Virginia Rockwell
Chairperson of the Harrison County Republican Executive Committee

_____

Notary Public

Notary Stamp Here

MY COMMISSION EXPIRES

_____

The foregoing instrument was acknowledged before me, this _____ day of _____, 20__ by

_____

Mickey Gene Petitto
C0-Complaintant

_____

Notary Public

Notary Stamp Here

MY COMMISSION EXPIRES

_____

BEFORE THE HARRISON COUNTY COMMISSION

Emily Virginia Rockwell, on behalf of the
Harrison County Republican Executive Committee,
and Mickey Gene Petitto,

Petitioners,

v.

Susan Thomas, Harrison County Clerk,

Defendants,

ORDER

On December 16, 2020, the Harrison County Commission took upon consideration the petition to contest the election submitted by Emily Virginia Rockwell, Chairperson for the Harrison County Republican Executive Committee, and Mickey Gene Petitto. The Harrison County Commission has reviewed the Petition and the applicable law in this matter and concludes, for the reasons set forth below, that the Petitioners' Petition to Contest the 2020 general election should be DISMISSED.

BACKGROUND

The Petitioners in this matter are Emily Virginia Rockwell, the Chairperson of the Harrison County Republican Executive Committee, and Mickey Gene Petitto, the opposing candidate of Susan Thomas in the 2020 general election for one of the seats in the office of the Harrison County Commission ("Petitioners"). The Defendant in this matter is Susan Thomas, the present Harrison County Clerk and Harrison County Commissioner-Elect ("Defendant"). Petitioners allege that there were several issues regarding the handling of the absentee ballots in the November 3, 2020 general election.

Specifically, Petitioners note several issues in which they claim are grounds to contest the election results of the 2020 general election in which Defendant beat Mickey Gene Petitto in the race for the open seat in the office of the Harrison County Commission. First, Petitioners note the absentee ballot box only had one lock and that Defendant, as the Harrison County Clerk, was the person in possession of the only key during the absentee ballot period. Next, Petitioners note that the ballots were retained in a non-secured area during the absentee voting period without camera or security measures being in place. Petitioners then note that there were not representatives of both political parties present in handling of and procession of the absentee ballots. Finally, Petitioners note that inappropriate processes were noted in the handling and entering of absentee ballots during the counting process. However, Petitioners do not allege, assert or otherwise identify any specific ballot that was improperly counted as a result of these errors.

As a result of these four (4) issues Petitioners note, Petitioners request several remedies. Petitioners request access to the lists of the absentee ballot requests, request access to the absentee ballot mail list, and request access to the absentee ballot received list. Petitioners also request access to the actual absentee ballots. Importantly, Petitioners specifically request that the absentee ballots be thrown out of the formal count of the election results for the November 3, 2020 general election.

Petitioners filed their Petition with the Harrison County Clerk on December 11, 2020. As a result, the Harrison County Commission placed on its agenda this matter to "Review - Discuss - Consider 11-20-2020 General Election Complaint Filed 12-11-2020" at its December 16, 2020 regular meeting. The Harrison County Commission published its notice and agenda for its December 16, 2020 meeting at least three (3) days before the meeting occurred in accordance with

the requirements of the Open Governmental Meetings Act. As a result, the public and the relevant parties were properly noticed for the commission meeting discussing this matter.

Prior to the meeting, Susan Thomas, through her counsel, submitted a letter to the County Commission asserting that the contest was procedurally, legally and factually flawed and requested the County Commission take no further action on this contest as a result of those deficiencies. At the December 16, 2020 meeting, this County Commission considered the submissions by the parties, including an oral presentation by counsel for Susan Thomas, as well as the applicable law. Despite this matter being duly noticed on the public agenda, Petitioners did not appear at the meeting. Thereafter, Commissioner Trecost moved to dismiss the contest as procedurally, legally and factually deficient. The motion passed in a vote of 2-1. Despite Petitioners' absence, the Harrison County Commission found that the applicable law in this case was clear and Petitioner's absence did not affect the Commission's underlying rulings.

LEGAL STANDARD AND ANALYSIS

A. The Petition to initiate an election contest was properly brought before the Harrison County Commission.

There is no doubt that this Petition was properly filed before the Harrison County Commission. The *West Virginia Code* provides that "[i]n all cases of contested [county and district] elections, the county commission shall be the judge of the election, qualifications and returns of their own members and of all county and district officers..." W. Va. Code § 3-7-6. Once such a contest is so filed, this County Commission is the sole body to determine the qualifications. The jurisdiction of the County Commission extends to determining the sufficiency of the notice of contest. *See Morrison v. McWhorter*, 57 W. Va. 614, 52 S.E. 394 (W. Va. 1905). This County Commission has a legal duty to dismiss, on either motion or *sua sponte*, deficient notices of contest, as deficient notices are fatal to such claim. *Id.*; *see also Halstead v. Rader*, 27 W. Va. 806

(W. Va. 1886); *Evans v. Charles*, 133 W. Va. 463, 56 S.E.2d 880 (W. Va. 1949); *Gorrell v. Bier*, 15 W. Va. 311 (W. Va. 1879). Thus, it is the legal duty of the Harrison County Commission to consider the sufficiency of the contest.

B. An election contest in this matter is procedurally barred due to first requesting a recount of the ballots cast.

Petitioners' request to initiate an election contest must be dismissed as the election contest Petitioners seek has been improperly brought procedurally. The West Virginia Supreme Court of Appeals has previously held that an election contest of this nature may not be maintained absent a recount. *See Miller v. Cty. Comm'n*, 208 W. Va. 263, 269, 539 S.E.2d 770, 776 (2000) ("[W]here a candidate seeks to contest specific ballots cast in an election pursuant to the provisions of West Virginia Code § 3-7-6, he must first demand that the Board of Canvassers conduct a recount of the ballots pursuant to the provisions of West Virginia Code § 3-6-9. Where, however, a candidate seeks to contest only such matters as fraud, an elected candidate's eligibility, or the legality of the election, the candidate may proceed directly with an election contest pursuant to the provisions of West Virginia Code § 3-7-6, thereby omitting the recount procedure set forth in West Virginia Code § 3-6-9, provided that any recount proceeding which was otherwise initiated has terminated.").

Here, Petitioners' contest does not provide that Petitioners seek to contest the election on grounds of fraud, a candidate's eligibility, or the legality of the election. Petitioners only vaguely assert procedural issues in the manner in which the election was administered and is contesting, specifically, only the absentee ballots cast. Thus, pursuant to the holding of *Miller*, Petitioners were required to first demand that the Board of Canvassers conduct a recount of the ballots. As there was no recount demanded for any office in the 2020 general election, it is clear that dismissal of this contest without further consideration is required based upon the well settled law.

C. The Petition to initiate an election contest was deficient as a matter of law due to failure to comply with the plain language of *West Virginia Code* § 3-7-6.

Even assuming *arguendo* that this contest may proceed absent a recount, the contest petition itself is deficient as a matter of law. Pursuant to the *West Virginia Code*:

> "[a] person intending to contest the election of another to any county or district office... shall, within ten days after the result of the election is certified, give the contestee notice in writing of such intention and a list of the votes he will dispute, with the objections to each, and of the votes rejected for which he will contend."

W. Va. Code § 3-7-6. Here, Petitioners' petition to contest the election does not identify any vote for which Petitioner contends should not have been counted. The contest in which Petitioners submitted only lists issues in which they note as concerns and grounds for an election contest. Therefore, Petitioners fail to meet the requirements of the plain language of the statute.

While a person contesting the election(s) may contest the legality of the election or the qualifications of a candidate, no such allegations exist here. At best, Petitioners take issue with certain procedures regarding absentee ballots. However, even if these technical compliance issues were found to be in violation of some rule or regulation, these allegations are insufficient as a matter of law to overturn the election. *See State ex rel. Sowards v. Cty. Comm'n of Lincoln Cty.*, 196 W. Va. 739, 750, 474 S.E.2d 919, 930 (1996) ("[A] mere violation of W. Va. Code, 7-14-15(a), is insufficient to set aside an election and, in effect, disenfranchise the voters of a county. The sanctity of the ballot, which is the keystone of our democracy, must be preserved."). Finally, in contested election cases, the West Virginia Supreme Court of Appeals has previously ruled that it is a must to "remain ever mindful of the paramount principle that election laws are to be construed in favor of enfranchisement, not disenfranchisement." *State ex rel. Bowling v. Greenbrier Cty. Comm'n*, 212 W. Va. 647, 649, 575 S.E.2d 257, 259 (2002).

As a result, even if Petitioner proves violations of these procedures, overturning the election would not be warranted as a matter of law. Petitioner has simply failed to allege any specific facts that would result in changing the outcome of the election. Because no relief may be granted, even assuming of this contest is mandated without further consideration. *See e.g. Morrison*, 57 W. Va. 614 52 S.E. 394.

CONCLUSION

Upon consideration of the motion to dismiss by Commissioner Trecost and the vote of 2-1 to grant the same, it is therefore ORDERED that Emily Virginia Rockwell, on behalf of the Harrison County Republican Executive Committee, and Mickey Gene Petitto's Petition to initiate an election contest is DISMISSED. Motion carried with two in favor (Trecost & Watson) and one against (Hinkle)

IT IS SO ORDERED

Signed this 18TH day of December, 2020.

Ron Watson

Ron Watson, President and on Behalf of the
HARRISON COUNTY COMMISSION

Prepared by:

Michael W. Taylor (WV Bar #11715)
Samuel M. Bloom (WV Bar #13739)
BAILEY & WYANT, PLLC
500 Virginia Street, East, Suite 600
Post Office Box 3710
Charleston, West Virginia 25337-3710
(304) 345-4222
mtaylor@baileywyant.com
sbloom@baileywyant.com

AMMENDED - 20-P-223-2

PETITION OF APPEAL FROM ACTION OF THE HARRISON COUNTY COMMISSION

Emily Virginia Rockwell, on behalf of the
Harrison County Republican Executive Committee
And Mickey Gene Petitto

Petitioners,

v.

Susan Thomas, Harrison County Clerk
And Harrison County Commission,

Defendants,

This Appeal is being filed because of a violation of the Open Meeting Law, WV Code 6-9A-1 through 12 as the case was not properly on the agenda of the December 16, 2020 meeting of the Harrison County Commission. We were not notified of the Commission taking up our petition filed on December 11, 2020 without any of us being notified or any of us being present. Then they took it to an illegal vote to dismiss.

The rules for the Open Meeting Law are:

§6-9A-3. Proceedings to be open; public notice of meetings.

(a) Except as expressly and specifically otherwise provided by law, whether heretofore or hereinafter enacted, and except as provided in section four of this article, all meetings of any governing body shall be open to the public.

(b) Any governing body may make and enforce reasonable rules for attendance and presentation at any meeting where there is not room enough for all members of the public who wish to attend.

(c) This article does not prohibit the removal from a meeting of any member of the public who is disrupting the meeting to the extent that orderly conduct of the meeting is compromised: Provided, That persons who desire to address the governing body may not be required to register to address the body more than fifteen minutes prior to time the scheduled meeting is to commence.

(d) Each governing body shall promulgate rules by which the date, time, place and agenda of all regularly scheduled meetings and the date, time, place and purpose of all special meetings are made available, in advance, to the public and news media.

(e) Each governing body of the executive branch of the state shall electronically file a notice of each meeting with the Secretary of State for publication on the Secretary of State's website.

(1) Each notice shall state the date, time, place and purpose of the meeting.

(2) Each notice of a special meeting or a regular meeting shall be filed in a manner to allow each notice to appear on the Secretary of State's website at least five business days prior to the date of the meeting.

(3) When calculating the days, the day of the meeting is not to be counted. If a meeting notice is filed anytime other than during the Secretary of State's regular business hours, the date of filing will be considered the next business day.

(f) The Secretary of State shall retain copies of all notices filed for ten years.

(g) The Secretary of State may promulgate procedural rules governing the electronic filing of meeting notices.

(h) In the event of an emergency a governing body may call an emergency meeting.

(1) The governing body of a state executive branch agency shall electronically file a notice for an emergency meeting with the Secretary of State, as soon as practicable prior to the meeting. Any other governing body shall notice an emergency meeting in a manner which is consistent with this article and the Ethics Commission Committee on Open Governmental Meeting's opinions issued pursuant to the authority of section ten of this article, as soon as practicable prior to the meeting.

(2) The emergency meeting notice shall state the date, time, place and purpose of the meeting and the facts and circumstances of the emergency.

(i) Upon petition by any adversely affected party any court of competent jurisdiction may invalidate any action taken at any meeting for which notice did not comply with the requirements of this section.

As Far as not being able to bring these complaints, here is the law that so states that we can file without a recount. Miller V Boone County Commission; 539 S.E. 2D 770, 208 W.Va. 263 (2000). We are asking the Order of December 18, 2020 be invalidated and the matter be sent back to the Harrison County Commission for a full hearing after notice.

I (We) acknowledge that all of the above information is true and accurately reflects the matter(s) in question, to the best of my knowledge.

Complainant Signature

Complainant Signature

FILED IN 5TH CIRCUIT COURT
2020 DEC 29 PM 1:15

STATE OF WEST VIRGINIA, COUNTY OF HARRISON

The foregoing instrument was acknowledged before me, this 28 day of December, 20 20 by

Emily Virginia Rockwell
Chairperson of the Harrison County Republican Executive Committee

Robin L Hardman
Notary Public

Notary Stamp Here
NOTARY PUBLIC OFFICIAL SEAL
ROBIN L HARDMAN
State of West Virginia
My Commission Expires
August 02, 2021
114 Allison Ave Bridgeport, WV 26330

MY COMMISSION EXPIRES
August 02. 2021

The foregoing instrument was acknowledged before me, this 28 day of December, 20 20 by

Mickey Gene Petitto
C0-Complaintant

Robin L Hardman
Notary Public

Notary Stamp Here
NOTARY PUBLIC OFFICIAL SEAL
ROBIN L HARDMAN
State of West Virginia
My Commission Expires
August 02, 2021
114 Allison Ave Bridgeport, WV 26330

MY COMMISSION EXPIRES
August 02. 2021

2020 DEC 29 PM 1:15

TRANSFER OF LEAVE

Employee	Hours Transfer Harrison County	Previous Employer	Verfication Received	Approval Date of Harrison County Commission
Christina L. Murphy	480	Harrison County Schools	Yes	16-Dec-20
William A. Parker	480	Upshur County Commission	Yes	16-Dec-20
Laura J. Pysz	66	City of Bridgeport	Yes	16-Dec-20
Robert G. Waybright	126	City of Bridgeport	Yes	30-Dec-20
Gary M. Hamrick	465.5	State of WV - DHHR	Yes	6-Jan-21
Rebecca S. Keller	137.03	State of WV - DHHR	Yes	6-Jan-21
James Terrango	480	State of WV - Auditor	Yes	6-Jan-21
Andrew Valentine	375.75	WV Rgional Jail Authority	Yes	6-Jan-21
Mark E. Waggamon	480	State oF WV - State Police	Yes	6-Jan-21
Wayne Worth	64.73	State of WV - DHHR	Yes	6-Jan-21

State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvsao.gov

MEMORANDUM

TO: Whom it May Concern

FROM: Lea Ann Richards
HR Assistant Administrator

DATE: May 5, 2020

SUBJECT: James Terango – Sick Leave Information

James Terango was an employee with the West Virginia State Auditor's Office and his last day of employment was January 3, 2017. Please be advised that at the time of his departure, the amount of sick leave Mr. Terango had was 1,844.03 hours.

Should you require additional information, please contact me at your convenience.

MAX 480.0 1/4/2021.

Harrison County Community Corrections Program

PERSONAL INQUIRY WAIVER
AUTHORITY FOR RELEASE OF INFORMATION

TO: WV Department of
Health and Human Resources
Attn: Lynn Huddleston

Name: GARY M. HAMRICK
DOB: 2/17/70
Race: W **Sex:** M
SSN: [redacted]
Address: [redacted]
e, Clarksburg WV
26301

I respectfully request and authorize you to furnish the Harrison County Community Corrections Program and Harrison County Commission any information related to past employment by the State of West Virginia, Health and Human Resources. This information is to include sick leave balances remaining upon separation of employment from the WV DHHR.

Former Employee

12/8/20
Date

Frozen sick leave balance at time of separation: 465.5 hours

Lynn Huddleston 12/8/2020

Lynn Huddleston, Director of Employment Services
WV Dept. of Health and Human Resources

Harrison County Community Corrections Program

PERSONAL INQUIRY WAIVER
AUTHORITY FOR RELEASE OF INFORMATION

TO: WV Department of
Health and Human Resources
Attn: Lynn Huddleston

Name: Rebecca Sue Keller
DOB: 08/13/1990
Race: White **Sex:** Female
SSN: [redacted]
Address:
Clarksburg, WV 26301

I respectfully request and authorize you to furnish the Harrison County Community Corrections Program and Harrison County Commission any information related to past employment by the State of West Virginia, Health and Human Resources. This information is to include sick leave balances remaining upon separation of employment from the WV DHHR.

Rebecca G. Keller
Former Employee

12/08/2020
Date

Frozen sick leave balance at time of separation: 137.03 hours

Lynn Huddleston 12/8/2020

Lynn Huddleston, Director of Employment Services
WV Dept. of Health and Human Resources

WV REGIONAL JAIL & CORRECTIONAL FACILITY AUTHORITY

ATTENDANCE AND LEAVE RECORD

EMPLOYEE NAME: Valentine, Andrew EOD 2-1-07 SS NO. _____

LAST FIRST MIDDLE

YR 2015 ANNUAL LEAVE				SICK LEAVE			HOLIDAY		YR ANNUAL LEAVE				SICK LEAVE			HOLIDAY	
Balance Brought Forward 240				Balance Forward 367					Balance Brought Forward				Balance Forward				
Month	E	U	B	E	U	B	E	U	Month	E	U	B	E	U	B	E	U
JAN.	12	0	252	12	0	379			JAN.								
FEB.	12	0	264	12	15	375			FEB.								
MAR.									MAR.								
APRIL									APRIL								
MAY									MAY								
JUNE									JUNE								
JULY									JULY								
AUG.									AUG.								
SEPT.									SEPT.								
OCT.									OCT.								
NOV.									NOV.								
DEC.									DEC.								
TOTAL									TOTAL								
Balance carried forward				Balance forward					Balance carried forward				Balance forward				

E__ Earned
U__ Used
B__ Balance

(Side One)

WVA-205 dtd 16-11/2089

RJCFA-29

William Parker

From: Gary Hamrick
Sent: Monday, January 04, 2021 10:31 AM
To: William Parker
Subject: FW: NCRJ & CF Sick leave
Attachments: Sick leave for Andrew Valentine.pdf

From: Andrew Valentine
Sent: Monday, January 4, 2021 10:30 AM
To: Gary Hamrick <ghamrick@harrisoncountywv.com>
Subject: FW: NCRJ & CF Sick leave

From: Rollins, Beverly A [mailto:Beverly.A.Rollins@wv.gov]
Sent: Friday, December 4, 2020 2:49 PM
To: Andrew Valentine <avalentine@harrisoncountywv.com>
Cc: Rollins, Beverly A <Beverly.A.Rollins@wv.gov>
Subject: NCRJ & CF Sick leave

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ~IT Department, Harrison County Commission

Here you go Valentine. I show that at the end of your employment here, you had 375.75 hours of sick leave. Let me know if you need anything else.

Beverly Rollins

Human Resource Associate

North Central Regional Jail & Correctional Facility
1 Lois Lane
Greenwood, WV 26415
(304) 873-1384

STATE OF WEST VIRGINIA

PRIOR STATE SERVICE VERIFICATION

Current Employer

Employee Name:	MARK E. WAGGAMON	Last 4 of SSN:	
Previous Name(s):			
Current Agency:		Requested by:	
Verifying state employer:	WEST VIRGINIA STATE POLICE		
Possible service date range(s):			

Previous Employer

Please list hire and separation dates below. All leaves of absence need completed on page 2.

Hire Effective Date	Hour(s)	Minute(s)	Last Day Physically Worked	Hour(s)	Minute(s)	Hire FTE	Permanent	Temporary
07/10/1999			03/24/2018			1.00	☒	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐

Are you aware of state service prior to your agency? Yes ☐ No ☒

If yes, where?

Leave balances to be transferred: Annual 0 Sick 520.836632 MAX 480.0 1/4/21

Was annual leave paid out? Yes ☒ No ☐

Does employee owe hardship pay/arrears? (September 2014 Check) Yes ☐ No ☐ Unknown ☒

Did employee pay into Consolidated Public Retirement Board? Yes ☐ No ☒

Leave(s) of Absence Information

Does this employee have any leaves of absence while at your agency? Yes ☐ No ☒

If yes, please list all leaves of absence on page 2.

Military leave used in current calendar year? Yes ☐ No ☒

If yes, list hours of paid military leave: Military Subpart A Military Subpart B

FMLA paid and/or unpaid used in the past 12 months? Yes ☐ No ☒

If yes, list hours of FMLA used:

Medical leave without pay used in the past 12 months? *(include absence(s) during which employee received TTD benefits)* Yes ☐ No ☒

If yes, list hours used:

Parental leave used in past 12 months? Yes ☐ No ☒

If yes, list hours used:

Was employee paid increment? Yes ☐ No ☒ Last increment amount paid:

Comments: PAID INTO TROOPER RETIREMENT

Verification Completed by:	Sherry Dunlap	Title:	HR Associate	Date:	12/07/2020

Harrison County Community Corrections Program

PERSONAL INQUIRY WAIVER
AUTHORITY FOR RELEASE OF INFORMATION

TO: WV Department of
Health and Human Resources
Attn: Lynn Huddleston

Name: Wayne Worth
DOB: 10/5/1978
Race: White **Sex:** Female
SSN: [redacted]
Address:
Clarksburg, WV 26301

I respectfully request and authorize you to furnish the Harrison County Community Corrections Program and Harrison County Commission any information related to past employment by the State of West Virginia, Health and Human Resources. This information is to include sick leave balances remaining upon separation of employment from the WV DHHR.

Former Employee

12/8/20
Date

Frozen sick leave balance at time of separation: 64.73 hours

Lynn Huddleston 12/8/2020

Lynn Huddleston, Director of Employment Services
WV Dept. of Health and Human Resources

SUSAN J. THOMAS

HARRISON COUNTY CLERK

Phone: 304-624-8675 • Fax: 304-624-8575 • Email: sthomas@harrrisoncountywv.com
301 W. Main Street • Clarksburg, West Virginia 26301

RECEIVED
DEC 29 2020
HARRISON COUNTY COMMISSION

RECEIVED
DEC 29 2020
HARRISON COUNTY COMMISSION

December 29, 2020

Harrison County Commission
Ron Watson
David Hinkle
Patsy Trecost, II

Dear Commissioners:

This letter is to advise you that I will be resigning my position as County Clerk, effective December 31, 2020 at 11:59 p.m. It has been my pleasure to serve Harrison County in this role for the last sixteen (16) years and I look forward to serving Harrison County as one of its County Commissioners in the near future.

Sincerely yours,

Susan J. Thomas
Clerk of the County
Commission of Harrison County

I

OATH OF OFFICE AND CERTIFICATE

****

STATE OF WEST VIRGINIA

Harrison County, to-wit:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of Harrison County Commissioner, Harrison County, West Virginia to the best of my skill and judgment: SO HELP ME GOD.

Signature of Affiant _____

Susan Thomas

Subscribed and sworn to me, in said County and State, this 30th day of December, 2020.

_____

Judge Thomas A. Bedell

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT

I, Albert F. Marano, Clerk of the Fifteenth Judicial Circuit and the 18th Family Court Circuit of Harrison County, West Virginia, hereby certify the foregoing to be a true copy of the ORDER entered in the above styled action on the 30th day of December, 2020

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Court this 30 day of December, 2020.

Albert F Marano

Fifteenth Judicial Circuit & 18th
Family Court Circuit Clerk
Harrison County, West Virginia

OATH OF OFFICE AND CERTIFICATE

****

STATE OF WEST VIRGINIA

Harrison County, to-wit:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of Harrison County Clerk, Harrison County, West Virginia to the best of my skill and judgment: SO HELP ME GOD.

Signature of Affiant _____

John Spires

Subscribed and sworn to me, in said County and State, this 30th day of December, 2020.

_____

Judge Thomas A. Bedell

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT

I, Albert F. Marano, Clerk of the Fifteenth Judicial Circuit and the 18th Family Court Circuit of Harrison County, West Virginia, hereby certify the foregoing to be a true copy of the ORDER entered in the above styled action on the 30th day of December, 2020

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Court this 30 day of December, 2020.

Albert F Marano

Fifteenth Judicial Circuit & 18th
Family Court Circuit Clerk
Harrison County, West Virginia