AGENDA

Wednesday, January 13, 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

10:00 A.M. Representatives from Harrison County Economic Development Corporation Regarding the USEDA Grant and a Letter of Support & Authorization of Match Utilizing Unencumbered Funds for Development at the Harrison County Regional Industrial Park

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   1. **Megan Rowand ---Pay Step Increase --- Corporal --- Effective 01-25-2021 --- 911**
   2. **Steve Martin --- Pay Step Increase --- Sergeant --- Effective 01-25-2021 --- 911**
   3. **Jason McDaniel --- Pay Step Increase --- Corporal --- Effective 01-25-2021 --- 911**
   4. **Lindsay Atha --- Pay Step Increase --- Corporal --- Effective 01-25-2021 --- 911**
   5. **Trevor Link --- Resignation --- Effective 01-08-2021 --- Law Enforcement**
   6. **Ethan Kesling --- Pay Step Increase --- Effective 01-10-2021 --- Staging**
   7. **Gregory Scolapio - Retirement-Resignation - Effective 01-08-2021 – Law Enforcement**
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 Matters Related to the Amended Petition of Appeal from Action of the Harrison County Commission --- Case #20–P–223–2 ---Dismissal Order by the Harrison County Commission of the General Election Complaint. Such Matters to Include Consideration to Engage Legal Counsel for Hearing(s)
9. Review – Discuss – Consider Approval on the Transfer of Leave per Policy Approved by the Harrison County Commission
10. Review – Discuss – Consider Engagement Letter for Legal Services from Simmerman Law Office, LLC
11. Review – Discuss – Consider Appointment of a Clerk of the County Commission of Harrison County, West Virginia Pursuant to the Statutes of West Virginia; in Particular §3-10-7 and §3-10-1 as Amended. The Office of the County Commission has received Correspondence from the Following Individuals Interested in the Position
    1. Ronald Watson - Received November 23, 2020
    2. John Spires - Received December 29, 2020

    Note: A Third Individual Submitted Correspondence on January 05, 2021 but Withdrew on January 07, 2021
12. Review – Discuss – Consider Order Dismissing Cross Petitions of Fiduciaries; Removing Michael Lloyd Lantz and Nikola Michelle Gibson as Fiduciaries for Estate; and, Appointing Janet L. Cox as the Sole Executrix of the Estate of Dana Lee Lloyd Lantz
13. Review – Discuss – Consider Hearing Dates for the Board of Review & Equalization (B.O.R.E.) for February 2021

    Monday - February 01, 2021 – 10:30 A.M.
    Wednesday – February 03, 2021 – 11:30 A.M.
    Monday – February 08, 2021 – 10:00 A.M.
    Wednesday – February 10, 2021 – 11:30 A.M.
    Tuesday – February 16, 2021 – 10 A.M.
    Wednesday – February 17, 2021 – 10:30 A.M.
    Monday – February 22, 2021 – 10:00 A.M.
    Tuesday – February 23, 2021 – 10:00 A.M.
    Wednesday – February 24, 2021 – 11:30 A.M.
14. Review – Discuss – Consider Board Appointments Made During the January 6, 2021 Meeting
15. Review – Discuss – Consider Engagement of Legal Services for the Following:
    A. Personnel or HR Related Matters
    B. Agreements Related to Harvest Medical Care Project
16. Review - Discuss - Consider the Restructuring of Duties of Department Heads and Personnel – May Require Executive Session per WV Code 6-9A-4
17. Review - Discuss - Consider Prioritization of Projects:
    a. Law Enforcement Building at 609 West Main Street
    b. Public Safety Building at 420 Buckhannon Pike
    c. County Storage - Law Enforcement Equipment & Evidence Storage at 633 West Pike
    d. Probation Office - Replacement Window
    e. Window Replacement - Grant - Courthouse Facilities Improvement Authority
    f. Rail-Trail Projects

a. Northern Trail
i. Repair of Landslide - North View - Grant Approved & Match Paid
ii. Tygart Valley Soil Conversation District - North View to Spelter
iii. Survey & Related to Lease Property - Glenn Falls Area - Coal Ovens
iv. Appraisal for Possible Property Purchase - Spelter to Haywood
v. Others Improvements if Property Purchased - Spelter to Haywood
vi. Connect with Marion Rail-to Trail
b. Southern Trail
i. Improvements from Cluster Addition -Two Lick Area - Grant Approved & Match Paid
ii. Five (5) Bridge Crossings Need Decking- Improvements

g. Wallace Old Bank Property Clean- Up
h. Parks & Recreation Projects
a. Playground Locations & Equipment
b. Long Term Major Projects

18. 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
1. Estate of John Lewis Marks, Deceased
2. Estate of Mark B. Owen, Deceased
E. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts
F. Establish Hearing Date at 11:00 A.M. on Wednesday, March 3, 2021 Regarding the Estate of James Dale Morrison, Deceased on the Petition to Remove Administrator
G. Letter from Appalachia HIDTA CY 2020 Budget Close Out for Expenditures through December 31, 2020

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

PAYROLL CHANGE NOTICE

3-1.

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO.
1/25/2021		

NAME	ADDRESS
Megan Rowand	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✔ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	PG 4-5 $39000	PG 6-6 $45034
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☒ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Corporal and 5Tsp Increase due 2021

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
Jim Coquehour	1/4/2021
HUMAN RESOURCES MANAGER	DATE
[signature]	01-06-2021

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Harrison Taylor E911
Employee Unit Number List – Proposed Update/Promotions
January 2021

1701 – Director Paul Bump
1702 – Deputy Director Jim Copenhaver
1703 – Special Projects Bryan Lowther

1711 – Communications Room Manager Chris Cutright
1712 – Communications Room Manager Andy Bailey
1713 – Captain Paul Rasmussen
1714 – Captain Mike Coffey
1715 – Captain Travis Miller
1716 – Lieutenant Becca Martin
1717 – Lieutenant Cathy Willis
1718 – Lieutenant Lorenda Russell
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1723 – Corporal Lindsay Atha
1724 – Corporal Megan Rowand

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1742 – Telecommunicator Madison Spaulding
1743 – Telecommunicator Daijsha Duncan
1744 – Telecommunicator Kirstie Lanier
1745 – Telecommunicator **VACANT – Hiring in Progress**
1746 – Telecommunicator **VACANT – Hiring in Progress**
1747 – Telecommunicator **VACANT – Hiring in Progress**
1748 – Telecommunicator **VACANT – Hiring in Progress**
1749 – Telecommunicator **VACANT – Hiring in Progress**

1761 – Secretary Beverly Stickel

PAYROLL CHANGE NOTICE

3-2

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/25/2021		

NAME	ADDRESS
Steve Martin	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✔ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	PG 4-8 $45147	PG 8-8 $54152
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☒ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Sergeant

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
[signature]	1/4/2021
HUMAN RESOURCES MANAGER	DATE
[signature]	01-06-2021

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[illegible]

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1761 – Secretary Beverly Stickel

PAYROLL CHANGE NOTICE

3-3

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/25/2021		

NAME	ADDRESS
Jason McDaniel	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✔ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	PG 4-7 $42997	PG 6-7 $47285
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☒ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Corporal

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
[signature]	1/4/2021
HUMAN RESOURCES MANAGER	DATE
[signature]	01-06-2021

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Harrison Taylor E911
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January 2021

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1761 – Secretary Beverly Stickel

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/25/2021		

NAME	ADDRESS
LINDSAY ATHA	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✔ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	PG 4-5 $39000	PG 6-6 $45034
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☒ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Corporal AND Step Increase DUE 2021

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 1/4/2021
HUMAN RESOURCES MANAGER	DATE 01-06-2021

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1749 – Telecommunicator **VACANT – Hiring in Progress**

1761 – Secretary Beverly Stickel

PAYROLL CHANGE NOTICE

3-5

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/8/2021		- -

NAME	ADDRESS
Trevor Link	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ■ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 1/8/2021, Mr. Link has resigned his position

Please pay available vacation days.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate G. Matley	DATE 01-06-2021
HUMAN RESOURCES MANAGER	DATE 01-08-2021

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December 16, 2020

Harrison County Sheriff Department

Sheriff Matheny,

Please accept this letter as formal notification that I am resigning from position of Deputy Sheriff with Harrison County Sheriffs Department. My last day will be January 8, 2020.

I would like to thank you for the opportunity to work in this position for the past 14 months. I've greatly enjoyed and appreciated the opportunities I've had to serve the residents of Harrison county.

I wish the department continued success, and hope to stay in touch in the future.

Sincerely,

Trevor M. Link

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

January 6, 2021

Honorable John Spires
301 West Main St
Clarksburg, WV 26301

Dear Mr. Spires:

Please find enclosed a Payroll Change notice for Trevor M. Link. Effective 1/8/2021, Mr. Link resigned his position as Deputy. Please pay available vacation days.

Thank you for your attention to this matter.

Sincerely,

Robert G. Matheny
Sheriff

PAYROLL CHANGE NOTICE

3.6

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/10/2021		

NAME	ADDRESS
Ethan Kesling	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Staging	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	4-1	4-2
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ■ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 1/10/2021, annual salary will increase from paygrade/step 4-1 to 4-2

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01-06-2021
HUMAN RESOURCES MANAGER	DATE 01-08-2021

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HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

January 6, 2021

Honorable John Spires
301 West Main St
Clarksburg, WV 26301

Dear Mr. Spires:

Effective 1/10/2021, Ethan Kesling's annual salary will increase from a paygrade/step 4-1 to 4-2.

Thank you for your attention to this matter.

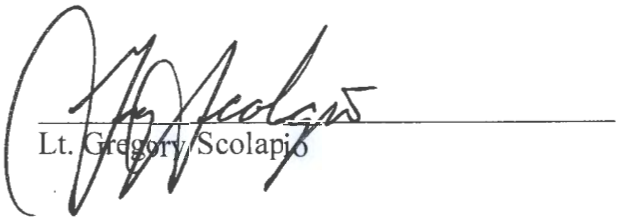
Sincerely,

Robert G. Matheny

Robert G. Matheny
Sheriff

To: Robert Matheny, Harrison County Sheriff
From: Lt. Gregory Scolapio
Re: Notice of Retirement & Resignation
Date: January 8, 2021

I, Lt. Gregory Scolapio, hereby provide my notice of retirement and thereby contemporaneously resign my employment with Harrison County Sheriff's Department effective today January 8, 2021.



Lt. Gregory Scolapio

HARRISON COUNTY CIVIL SERVICE COMMISSION FOR DEPUTY SHERIFFS

In Re: LT GREGORY SCOLAPIO

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement ("Agreement") effective January 8, 2021, (the "Effective Date") is made by and between the Harrison County Commission and Harrison County Sheriff's Department, collectively by and through the Sheriff of Harrison County ("Sheriff"), and Lt. Gregory Scolapio ("Scolapio"). The Sheriff and Scolapio may be referred hereinafter individually as a "Party" and jointly as the "Parties."

RECITALS:

WHEREAS, on or about February 26, 2015, Scolapio was terminated from the Harrison County Sheriff's Department by former Sheriff Albert Marano following receipt of a Statement of Charges on January 20, 2015. Scolapio subsequently appealed his termination to the Harrison County Civil Service Commission and several years of procedural litigation took place.

WHEREAS, on August 14, 2020, Sheriff Robert Matheny filed Amended Statement of Charges against Scolapio alleging additional claims that Scolapio committed additional violations of department policies and procedures during the course of his employment.

WHEREAS, on October 21, 2020 the parties did enter into a Settlement Agreement, with such Settlement Agreement being incorporated herein as it fully sets forth the agreement between the parties.

WHEREAS, to avoid any subsequent or continuing litigation in the matter of In re: Gregory Scolapio before the Harrison County Civil Service Commission , and to avoid the costs, delays, and expenses of future administrative or legal proceedings, and to set to rest any and all civil claims, that have been made or could be made by the Sheriff of Harrison County against Gregory

Scolapio or by Gregory Scolapio against the Sheriff of Harrison County, the Parties desire and have agreed to, compromise, and settle all civil claims, against each other as it relates to the matter of In RE. Gregory Scolapio that was before the Harrison County Civil Service Commission; to fully release and discharge each other from all civil claims, of any nature that relate to the case of In Re: Gregory Scolapio that was before the Harrison County Civil Service Commission that accrued as of the date of this Release; and to enter into the terms and conditions below.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration passing between and among the parties, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Disputed Claims. This Agreement arises from the resolution of disputed civil claims among the parties. Therefore, this Agreement shall not be an indication or admission of liability of wrongdoing by any party.

2. Consideration. The parties previously entered into a Settlement Agreement on October 21, 2020, which Settlement Agreement is incorporated herein by reference as it more completely sets forth the terms of settlement to be followed by this Mutual Release. Said Settlement Agreement sets forth valuable consideration for this Agreement.

3. General Release. The parties mutually agree to irrevocably and unconditionally release and forever discharge each other, their predecessors, successors, assigns, agents, directors, officers, employees, partners, representatives, insurers, and affiliates, from all civil causes of action of any kind or nature that have arisen or could arise as of the date of the Settlement Agreement, whether known or unknown, suspected or unsuspected, arising out of the civil service proceedings and the underlying conduct which precipitated those proceedings in the

civil case of In Re: Gregory Scolapio that was before the Harrison County Civil Service Commission provided however, each retains the right to enforce the terms and conditions of this Agreement.

4. Representation by Counsel. The Parties have been afforded the opportunity to be represented by counsel or have been represented by counsel in reaching this Agreement and have conducted their own independent investigations to the extent that they have deemed it appropriate. The Parties represent to each other that they have not relied upon any representations of any other Party, including, but not limited to, representations that may have been made in the course of negotiating this Agreement, except to the extent that those representations are included in this Agreement. Further, the Parties each acknowledge that no tax advice has been offered or given by either Party in the course of negotiating this Agreement and that each Party is relying upon the advice of their own independent counsel with respect to any tax consequences that may arise as a result of the Parties' execution of and/or observance of the terms of this Agreement.

5. Further Assurances. The Parties agree to execute such other and further documents as may be necessary to give effect to the terms of the Settlement Agreement.

6. Non-Admission of Liability. It is expressly understood and agreed by the Parties that this Release Agreement is not intended nor may it be construed as an admission of liability by any Party to this Mutual Release Agreement.

7. Required Documents. Each Party covenants and agrees that he, she, or it will cooperate in the execution of the necessary or required governmental documents to properly effectuate the Settlement Agreement.

8. Enforceability of Agreement. If, at any time after the Effective Date of this Agreement, any provision of this Agreement shall be held to be illegal, void, or unenforceable by

a Court of competent jurisdiction, such provision shall be of no force or effect. However, the illegality or unenforceability of such provisions shall have no effect upon and shall not impair the enforceability of any other provision of this Release Agreement.

9. Cost and Fees. Each Party will bear its own costs and attorney's fees.

10. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same Release Agreement. The Parties may enter into this Release Agreement by executing any counterpart, except the Release Agreement shall not take effect until executed by all Parties. Any Party may enter into this Release Agreement by facsimile signature, which shall be treated as an original signature.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

12. Performance/Non-Performance of Agreement. Upon a default by any Party of their respective obligations under this Agreement, any other Party may commence an action under this Release Agreement to enforce it. The Parties acknowledge that this Agreement may be offered in evidence by any one of them in any civil proceeding to enforce or to seek damages for breach of any of its promises.

13. Knowledge And Understanding. The Parties acknowledge that it is their mutual and specific intent that this Release Agreement fully complies with the requirements of any law governing release of claims. Accordingly, the Parties do hereby acknowledge that:

a. They have carefully read and fully understand all of the provisions of this Agreement and that they have entered into this Release Agreement knowingly and voluntarily;

b. Prior to signing this Agreement, the Parties have been advised, and are being advised by this Release Agreement, to consult with their attorney concerning this Agreement's terms and conditions if they desire to do so; and

c. The Parties have been offered a reasonable period within which to review and consider this Agreement.

14. Integration Clause. The Parties acknowledge and agree that the terms set forth in this Release Agreement is premised on the included terms of the Settlement Agreement and constitute the entire agreement between the Parties and that this Release Agreement may not be modified except by a writing executed by all of the Parties.

15. Agreement Interpretation. If any one or more provisions of this Agreement shall for any reason be held by a Court of competent jurisdiction to be void, illegal, or unenforceable, such provisions shall be of no force or effect. However, the illegality or unenforceability of such provisions shall have no effect upon, and shall not impair the enforceability of, any other provision of the Release Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

Gregory Scolapio — Date: 1/7/21 — Witness

Samuel H. Harrold — Date: 1/8/21
Counsel for Gregory Scolapio

Robert Matheny,
Sheriff of Harrison County — Date: 01-08-2021 — Witness

Harrison County Commission

by William A. Parker, Administrator,
with the consent of the
Harrison County Commission

01-08-2021
Date

Witness

Andrea Lynn Roberts,
Assistant Prosecuting Attorney
for Harrison County, West Virginia

1/8/2021
Date

IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA

GREGORY SCOLAPIO and ROBERT T. ANKROM,

Plaintiffs,

v.

CIVIL ACTION NO. 17-C-413
Honorable Cindy Scott

HARRISON COUNTY COMMISSION, ALBERT MARANO, individually and in his capacity as Sheriff of Harrison County, JEFF MCATEE, individually and in his capacity as Chief Deputy Sheriff of Harrison County, STEVE JOHNSON, individually and in his capacity as Chief Deputy of Harrison County; JOSEPH CARBACIO, individually and in his capacity as Administrative Assistant to the Sheriff of Harrison County; PAT MCCARTY, individually and in his capacity as Deputy Sheriff of Harrison County, JUSTIN SCOTT PECK, individually, and JOHN DOES, individually,

Defendants.

PLAINTIFFS' MOTION TO DISMISS HARRISON COUNTY DEFENDANTS

COMES NOW, the Plaintiffs, Gregory Scolapio and Robert Ankrom, by and through their counsel, Sam H. Harrold, III, and the law firm of Mountain State Law, and, pursuant to Rule 41(a)(2) of the West Virginia Rules of Civil Procedure, hereby move to dismiss Defendants, Harrison County Commission, Albert Marano, Jeff McAtee, Steve Johnson, Joseph Carbacio, and Pat McCarty (hereinafter sometimes collectively referred to as the "Harrison County Defendants"). The Harrison County Defendants do not object to their dismissal with prejudice from this civil action.

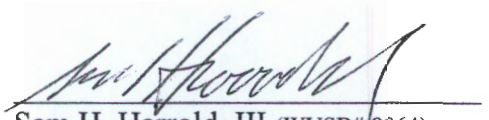
In support thereof, the Plaintiffs and Harrison County Defendants have resolved all matter in controversy between them and, therefore the Plaintiffs desire to voluntary dismiss the Harrison County Defendants in this case. The Harrison County Defendants did filed an answer to the

Plaintiffs' Complaint. As a result, this case cannot be dismissed voluntarily by them via stipulation. W. Va. R.C.P. 41(a)(1). A dismissal of the case at the Plaintiffs' request must be done "upon order of the court and upon such terms and conditions as the court deems proper." Id. at 41(a)(2). No counterclaim has been filed in this action by the Harrison County Defendants; therefore, there is no concern for whether an independent counterclaim will remain. Id.

WHEREFORE, the Plaintiffs, Gregory Scolapio and Timothy Ankrom, request that the Court enter an Order dismissing the Harrison County Defendants in this case and grant such other relief as the Court deems proper and just.

Dated this 8th day of January, 2021.

PLAINTIFFS,
GREGORY SCOLAPIO and
TIMOTHY ANKROM,
by counsel:



Sam H. Harrold, III (WVSB# 9064)
Mountain State Law
306 W. Main Street
P.O. Box 2330
Clarksburg, WV 26302

IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA

GREGORY SCOLAPIO and ROBERT T. ANKROM,

Plaintiffs,

v.

CIVIL ACTION NO. 17-C-413
Honorable Cindy Scott

HARRISON COUNTY COMMISSION, ALBERT MARANO, individually and in his capacity as Sheriff of Harrison County, JEFF MCATEE, individually and in his capacity as Chief Deputy Sheriff of Harrison County, STEVE JOHNSON, individually and in his capacity as Chief Deputy of Harrison County; JOSEPH CARBACIO, individually and in his capacity as Administrative Assistant to the Sheriff of Harrison County; PAT MCCARTY, individually and in his capacity as Deputy Sheriff of Harrison County, JUSTIN SCOTT PECK, individually, and JOHN DOES, individually,

Defendants.

CERTIFICATE OF SERVICE

I, Sam H. Harrold, III, counsel for the Plaintiffs, do hereby certify that the foregoing **"Plaintiffs' Motion to Dismiss the Harrison County Defendants"** was served on the 8th day of January 2021, via first class U.S. mail, postage prepaid, to the following counsel of record:

Tiffany Durst
Pullin, Fowler, Flanagan, Brown & Poe, PLLC
2414 Cranberry Square
Morgantown, WV 26508

Sam H. Harrold, III, Esq.

IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA

GREGORY SCOLAPIO and ROBERT T. ANKROM,

Plaintiffs,

v.

CIVIL ACTION NO. 17-C-413
Honorable Cindy Scott

HARRISON COUNTY COMMISSION, ALBERT MARANO, individually and in his capacity as Sheriff of Harrison County, JEFF MCATEE, individually and in his capacity as Chief Deputy Sheriff of Harrison County, STEVE JOHNSON, individually and in his capacity as Chief Deputy of Harrison County; JOSEPH CARBACIO, individually and in his capacity as Administrative Assistant to the Sheriff of Harrison County; PAT MCCARTY, individually and in his capacity as Deputy Sheriff of Harrison County, JUSTIN SCOTT PECK, individually, and JOHN DOES, individually,

Defendants.

AGREED ORDER GRANTING PLAINTIFFS' MOTION TO DISMISS THE HARRISON COUNTY DEFENDANTS

On a previous day came the Plaintiffs, Gregory Scolapio and Robert T. Ankrom, and moved the Court pursuant to Rule 41(a)(2) of the West Virginia Rules of Civil Procedure to voluntarily dismiss Defendants Harrison County Commission, Albert Marano, Jeff McAtee, Steve Johnson, Joseph Carbacio, and Pat McCarty (hereinafter sometimes collectively referred to as the "Harrison County Defendants".) The Harrison County Defendants do not object to the Plaintiffs motion and agree to their dismissal with prejudice.

The Court, having reviewed the motion and the applicable rules and caselaw, hereby holds that such motion should be and is hereby GRANTED.

There being no counterclaim by the Harrison County Defendants, the Defendants Harrison County Commission, Albert Marano, Jeff McAtee, Steve Johnson, Joseph Carbacio, and Pat McCarty are hereby DISMISSED with prejudice.

The Clerk of the Court is directed to remove this case from the docket and provide copies of this Order to the following:

Sam H. Harrold, III, Esq.
Mountain State Law
P.O. Box 2330
Clarksburg, WV 26302

Tiffany L. Durst, Esq.
Pullin, Fowler, Flannigan, Brown & Poe, PLLC
2414 Cranberry Square
Morgantown, WV 26508

Justin Scott Peck
13 Sunny Brooke Lane
Bridgeport, WV 26330

ENTER: _____

_____
The Hon. Cindy Scott, Judge

Prepared By:

_____
Sam H. Harrold, III, Esq.
Mountain State Law
P.O. Box 2330
Clarksburg, WV 26302
Counsel for the Plaintiffs,
Gregory Scolapio and Robert T. Ankrom

Agreed to By:

Tiffany Durst By Permission

Tiffany L. Durst, Esq.
Pullin, Fowler, Flannigan, Brown & Poe, PLLC
2414 Cranberry Square
Morgantown, WV 26508
Counsel for the Defendants
Harrison County Commission, Albert Marano,
Jeff McAtee, Steve Johnson, Joseph Carbacio,
and Pat McCarty

To: Robert Matheny, Harrison County Sheriff
From: Lt. Gregory Scolapio
Re: Notice of Retirement & Resignation
Date: January 8, 2021

I, Lt. Gregory Scolapio, hereby provide my notice of retirement and thereby contemporaneously resign my employment with Harrison County Sheriff's Department effective today January 8, 2021.



Lt. Gregory Scolapio

A [redacted]

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of ~~November, 2020,~~ JANUARY 2021 issued the following order, which was made and entered, to-wit

Upon application of ***P Shiflet, Deputy*** for **ARBOGAST DUANE KEVIN** whose address is, 1941 JANES HILL RD SHINNSTON WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **25,500** on **MAP 189/63 20.72 AC KOONS RUN** Class **2** in **CLAY OUTSIDE** District, Harrison County, West Virginia, of which should be assessed at **68,280** in and for the year **2020**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year 2020, as described below, be so ordered.

The commission certifies the following facts:

The above mentioned property was erroneously left as Class 3 when in fact should have been Class 2. Create a ticket (L-31200 B-37080) 68280 at a Class 2 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. CORR LEGAL DELETE CCS

District	5 CLAY OUTSIDE	Amount Exonerated:	**294.06**
Account No.	**6261298** ***TIF #***	Corrective Ticket Amount:	**787.40**
Ticket No.	12293	NEW Ticket No.	_____
Tax Year	**2020**		

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***P Shiflet, Deputy*** for **ARBOGAST DUANE KEVIN** whose address is, 1941 JANES HILL RD SHINNSTON WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **40,560** on **MAP 189/63-6002 PT 20.72 AC KOONS RUN (MH-BLDGS O/OCC),** Class 3/4 in **CLAY OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **20,280,** in and for the year **2019,** resulting in a difference in assessed value of **20,280.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2019, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was erroneously left as Class 3 when in fact should have been Class 2. Exonerate a value of 40560 at a Class 3 rate of levy to correct the overcharge.

District **CLAY OUTSIDE 5** Amount Exonerated: ***467.90***
Account No. **6261298** ***TIF #***
Ticket No. **12253**
Tax Year **2019**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***P Shiflet, Deputy*** for **ARBOGAST DUANE KEVIN** whose address is, 1941 JANES HILL RD SHINNSTON WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **42,780** on **MAP 189/63-6002 PT 20.72 AC KOONS RUN (MH-BLDGS O/OCC)**, Class 3/4 in **CLAY OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2020**, resulting in a difference in assessed value of **42,780.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was erroneously left as Class 3 when in fact should have been Class 2. Exnerate a value of 42780 at a Class 3 rate of levy to correct the overcharge. CANCEL THIS TICKET MARK IMPROPER

District **CLAY OUTSIDE 5**
Account No. **6261298** ***TIF #***
Ticket No. **12294**
Tax Year **2020**

Amount Exonerated: ***986.68***

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***P Shiflet, Deputy*** for **G C STREAM LLC** whose address is, %K E ANDREWS 1900 DALROCK RD ROWLETT TX 75088-5526, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **1,620** on **MAP 351/30 .90 AS BEARDS RUN,** Class 3/4 in **SIMPSON OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2020**, resulting in a difference in assessed value of **1,620.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property is duplicate assessment and is part of parcel 21 #6348295 per db1645/1310. Exonerate a value of 1620 at a Class 3 rate of levy to correct the overcharge. CANCEL THIS TICKET MARK IMPROPER

District **SIMPSON OUTSIDE 15** Amount Exonerated: ***37.36***
Account No. **6358862** ***TIF #***
Ticket No. **50298**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13th day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***A Bowen, Deputy*** for **MCELROY PAUL L & CORBIE L (LE) (ERIC JUSTIN CAMPBELL ETAL)** whose address is, PO BOX 3 HAYWOOD WV 263660003, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **1,140** on **MAP 1701/31 1 LOT 8 MARTIN 1ST ADD,** Class 3/4 in **EAGLE OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2020**, resulting in a difference in assessed value of **1,140.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned property was erroneously assessed at Class 3 when in fact it should have been assessed at Class 2 adjoining Class 2 property with Disability Exemption. Exonerate a value of 1140 at a Class 3 rate of levy to correct the overcharge. CANCEL THIS TICKET MARK IMPROPER

District **EAGLE OUTSIDE 9** Amount Exonerated: ***26.30***
Account No. **6915504** ***TIF #***
Ticket No. **32295**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***R Valdez, Deputy*** for **HARLEE'S SERVICES & CONSTRUCTION** whose address is, 4684 JOHNSTOWN RD LOST CREEK WV 26385-7394, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **49,786** on **OWNERS VALUE**, Class 3/4 in **GRANT OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **24,587,** in and for the year **2020**, resulting in a difference in assessed value of **25,199.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported an owners value for tools and his vehicle. The vehicle is being assessed twice. Exonerate a value of 25199 at a Class 3 rate of levy to correct the overcharge. Please correct the O/V description to O/V (1200).

District **GRANT OUTSIDE 12** Amount Exonerated: ***581.20***
Account No. **3067296** ***TIF #***
Ticket No. **817492**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13th day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***J Post, Deputy*** for **LILLY MICHELLE JO** whose address is, 959 GREEN VALLEY RD BRIDGEPORT WV 26330-9815, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **1,740** on **2002 CHEVROLET S10,** Class 3/4 in **SIMPSON OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2019**, resulting in a difference in assessed value of **1,740.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2019, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2002 Chevy. The vehicle was sold May 2016 per taxpayer and DMV records. Cancel this ticket and mark improper for the 2019 tax year.

District **SIMPSON OUTSIDE 15** Amount Exonerated: ***40.16***
Account No. **3023195** ***TIF #***
Ticket No. **720973**
Tax Year **2019**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***James Smith*** for **SMITH JAMES P & JAYNE L** whose address is, 1412 N 24TH ST CLARKSBURG WV 26301-1535, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **1,008** on **1990 GMC & 1993 SUBARU**, Class 3/4 in **COAL CLARKSBURG** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2018**, resulting in a difference in assessed value of **1,008.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2018, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed on two separate tickets and both were paid. Cancel this ticket and mark improper for the 2018 tax year.

District **COAL CLARKSBURG 8**
Account No. **3050434** ***TIF #***
Ticket No. **800000836 -S**
Tax Year **2018**

Amount Exonerated: ***30.70***

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13th day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***R Valdez, Deputy*** for **TATE RUSSELL D II & MELISSA** whose address is, 117 FAIRVIEW ST MANNINGTON WV 26582-1220, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **4,929** on **1979 MOBILE HOME**, Class 2 & 3/4 in **CLAY OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **1,875,** in and for the year **2018,** resulting in a difference in assessed value of **3,054.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2018, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed at a class 2 value on the mobile home. The mobile home was determined unlivable and given a salvage value of 300 which should be class 3.. Exonerate a value of 3354 at a Class 2 rate of levy to correct the overcharge. please correct the description of 79 1465 Fair (300)at a class 3 rate of levy.

District **CLAY OUTSIDE 5** Amount Exonerated: ***31.64***
Account No. **3021841** ***TIF #***
Ticket No. **308204**
Tax Year **2018**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

Joseph C Romano

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13TH day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***R Valdez, Deputy*** for **TATE RUSSELL D II & MELISSA** whose address is, 117 FAIRVIEW ST MANNINGTON WV 26582-1220, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **4,752** on **1979 MOBILE HOME,** Class 2 & 3/4 in **CLAY OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **1,650,** in and for the year **2019,** resulting in a difference in assessed value of **3,102.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2019, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed at a class 2 value on the mobile home. The mobile home was determined unlivable and given a salvage value of 300 which should be class 3.. Exonerate a value of 3402 at a Class 2 rate of levy to correct the overcharge. please correct the description of 79 1465 Fair (300)at a class 3 rate of levy.

District **CLAY OUTSIDE 5** Amount Exonerated: **32.32**
Account No. **3021841** ***TIF #***
Ticket No. **708298**
Tax Year **2019**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

Joseph R Romano

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13th day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***R Valdez, Deputy*** for **TATE RUSSELL D II & MELISSA** whose address is, 117 FAIRVIEW ST MANNINGTON WV 26582-1220, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **4,599** on **1979 MOBILE HOME**, Class 2 & 3/4 in **CLAY OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **300,** in and for the year **2020**, resulting in a difference in assessed value of **4,299.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed at a class 2 value on the mobile home. The mobile home was determined unlivable and given a salvage value of 300 which should be class 3.. Exonerate a value of 3414 at a Class 2 rate of levy to correct the overcharge. please correct the description of 79 1465 Fair (300)at a class 3 rate of levy.

District **CLAY OUTSIDE 5** Amount Exonerated: ***59.80***
Account No. **3021841** ***TIF #***
Ticket No. **808399**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

Joseph R Remaley

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle ***Susan Thomas*** ***Patsy Trecost II***

on the 13th day of January, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***C Boggus, Deputy*** for **BARBERIO JOHN JAMES IV** whose address is, 1223 BRIERCLIFF RD BRIDGEPORT WV 26330-1303, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **9,360** on **2011 JEEP WRANGLER**, Class 3/4 in **SIMPSON BRIDGEPORT** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2020**, resulting in a difference in assessed value of **9,360.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed for the 2020 tax year. The taxpayer was active military stationed out of state and should be exempt. Cancel this ticket and mark improper for the 2020 tax year.

District **SIMPSON BRIDGEPORT 16** Amount Exonerated: ***282.98***
Account No. **3070869** ***TIF #***
Ticket No. **822372**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

6

REQUISITION FOR PAYMENT FROM
SERIES 2019 A EXCISE TAX BONDS PROJECT FUND

$36,500,000
The County Commission of Harrison County
Special District Excise Tax Revenue and Improvement Bonds,
Series 2019 A
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 18

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer") the Charles Pointe Economic Opportunity Development District Board (the "District Board") and Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2019 A Excise Tax Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2019 A Excise Tax Bonds"), dated as of August 16, 2019 (the "Indenture") between the Issuer and Wilmington Trust, N.A., as trustee thereunder (the "Trustee") and a Development Agreement, dated as of August 16, 2019, by and among the Issuer, the District Board, the Developer and Charles Pointe Crossing, LLC (the "Site Developer") (the "Development Agreement"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. This Requisition requests payment of costs of the Charles Pointe Crossing Project which are now due and owing and have not been theretofore paid and/or reimbursed from the proceeds of the Series 2019 A Excise Tax Bonds and are otherwise an allowable expenditure under the EODD Act, the Project Plan, the Indenture and the Development Agreement.

3. The parties to this Requisition are not aware that any Event of Default has occurred pursuant to Section 9.01 of the Indenture or any termination event has occurred pursuant to Section 9.02 of the Development Agreement.

4. The amount requested to be disbursed pursuant to this Requisition is authorized under Section 4.03 of the Indenture.

5. The total amount requested to be disbursed pursuant to this Requisition is $650,276.13. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $0.00 is to be paid to the District Board, the Developer or the Site Developer as reimbursement to the District Board, the Developer or the Site Developer for an invoice or statement previously paid by the District Board, the Developer or the Site Developer to an entity that is not affiliated with the District Board, the Developer or the Site Developer; and

(b) $650,276.13 is to be paid to a third party payee that is not affiliated with the District Board, the Developer or the Site Developer (including any contractor or supplier of materials) or on a joint basis to the District Board, the Developer or the Site Developer and such third party payee with respect to an expense previously incurred.

In either event, the amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices, statements or proof of payment.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer, by the District Board and by the Developer by their duly Authorized Officers this _____, 2021.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

By: _____
James A. Corton, President of Realcom, Inc.

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

Robert F. Stuart, Director of Planning/Engineering, Genesis Partners, Limited Partnership, as Resident Project representative for the Project Plan, hereby certifies that the portion of the Project Plan for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the District Board, the Developer or the Site Developer.

RESIDENT PROJECT REPRESENTATIVE

By: _____

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $650,276.13

(2) Reimbursement to the District Board, the Developer or the Site Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.				
2.				
3.				
TOTAL				$ 0.00

(3) Payment to third party payees:

	Vendor	Description of Expense	Amount	Payee Name(s)/ Address(es)
1.				
2.		(See attached schedule and supporting materials)		
3.				
TOTAL			$ 650,276.13	

The items listed for reimbursement to the Developer, the Site Developer or the District Board or payment to third party payees are supported by attached copies of invoices, statements or proof of payment.

Schedule I
to Requisition
(continued)

Copies of Invoices, Statements or Proof of Payment
(Attached)

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Summary and Wiring Instructions
Application 18

Vendor	Wiring Instructrions	Amount	Mailing Address
Wolfe Excavating LLC	Wolfe Excavating LLC Clear Mountain Bank ABA#051502599 Acct#3334910	552,007.27	70 Columbia Blvd Clarksburg, WV 26301
		552,007.27	

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Application 18

Vendor	Invoice Number	Invoice Date	Description of Expense	Amount	Address	Account Number
Bear Contracting, LLC	#6	12/18/2020	Offsite Utilities	11,856.82	PO Box 1196 Bridgeport, WV 26330	
Civil & Environmental Consultants, Inc.	273021	12/31/2020	Engineering & Design Services	86,412.04	PO Box 644246 Pittsburgh, PA 15264-4246	165-037

TOTAL **98,268.86**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 15

	Application Period: 11/20/20 - 12/18/2020	Application Date:	12/21/2020
To (Owner): Genesis Partners, Limited Partnership	From (Contractor): Wolfe's Excavating	Via (Engineer):	Civil & Environmental Consultants, Inc.
Project: Charles Pointe Crossing	Contract: Charles Pointe EODD #2 - Contract #2 (Offsite Utilities)		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	165-037

Application for Payment : Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$810,168.00	
2	$306,788.15	
3	$3,650,967.64	
TOTALS	$4,767,923.79	
NET CHANGE BY CHANGE ORDERS	$4,767,923.79	

1. ORIGINAL CONTRACT PRICE	$	$13,437,688.89
2. Net change by Change Orders	$	$4,767,923.79
3. Current Contract Price (Line 1 ± 2)	$	$18,205,612.68
4. TOTAL COMPLETED AND STORED TO DATE (Column O total on Progress Estimates)	$	$15,484,478.12
5. RETAINAGE:		
a. 10% X $15,484,478.12 Work Completed	$	$1,548,447.81
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$1,548,447.81
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$13,936,030.31
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$13,384,023.04
8. AMOUNT DUE THIS APPLICATION	$	$552,007.27
9. BALANCE TO FINISH, PLUS RETAINAGE (Column Q total on Progress Estimates + Line 5.c above)	$	$4,269,582.37

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Jason Manning 1/4/2020

Payment of: $ 552,007.27
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven A. Cass 01/04/20
(Engineer) (Date)

Payment of: $ 552,007.27
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] 1/4/20
(Owner) (Date)
RESIDENT PROJECT REPRESENTATIVE

Approved by:
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	15
Application Period:	11/20/20 - 12/18/2020	Application Date:	12/21/2020

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$399,000.00	$399,000.00	0.50	$199,500.00			$199,500.00	50.0%	$199,500.00
2	Temporary/Permanent Traffic and Access Controls	1	LS	$70,639.07	$70,639.07	0.50	$35,319.54			$35,319.54	50.0%	$35,319.54
3	Unclassified Cut Bank Excavation/Embankment	4,010,876	CY	$2.59	$10,388,168.84	3,841,028.47	$9,948,263.74	132,642.74	$343,544.70	$10,291,808.43	99.1%	$96,360.41
4	Topsoil Stripping Stockpile	68,124	CY	$3.87	$263,639.88	89,320.64	$345,670.88			$345,670.88	131.1%	-$82,031.00
5	Abandoned Gas Line Removal	6,535	LF	$4.31	$28,165.85	6,310.00	$27,196.10			$27,196.10	96.6%	$969.75
6	Gravel Pad Surfacing	770	TN	$24.12	$18,572.40	770.00	$18,572.40			$18,572.40	100.0%	
7	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$24.17	$41,934.95	1,735.00	$41,934.95			$41,934.95	100.0%	
8	Fill Foundation Key/Intermediate Fill Key Drain	15,600	LF	$15.33	$239,148.00	14,246.98	$218,406.20	287.90	$4,413.51	$222,819.71	93.2%	$16,328.29
9	Fill Foundation Key/Intermediate Fill Key Drain Outlet	2,350	LF	$7.30	$17,155.00	1,849.90	$13,504.27	215.40	$1,572.42	$15,076.69	87.9%	$2,078.31
10	Rock Underdrain	5,750	LF	$17.62	$101,315.00	8,414.70	$148,267.01			$148,267.01	146.3%	-$46,952.01
11	Settlement Monitoring Monument	14	EA	$406.88	$5,696.32	7.00	$2,848.16			$2,848.16	50.0%	$2,848.16
12	Wet Mine Seal	1	EA	$28,989.65	$28,989.65							$28,989.65
13	WVDOH Type "G" Inlet	3	EA	$3,211.75	$9,635.25	3.00	$9,635.25			$9,635.25	100.0%	
14	15" HDPE Corrugated Pipe	535	LF	$17.94	$9,597.90	500.60	$8,980.76			$8,980.76	93.6%	$617.14
15	18" HDPE Corrugated Pipe	400	LF	$22.65	$9,060.00	438.15	$9,924.10			$9,924.10	109.5%	-$864.10
16	24" HDPE Corrugated Pipe	90	LF	$31.00	$2,790.00	90.00	$2,790.00			$2,790.00	100.0%	
17	30" HDPE Corrugated Pipe	160	LF	$42.90	$6,864.00	160.00	$6,864.00			$6,864.00	100.0%	
18	Inlet/Outlet Protection (6" Rip Rap)	42.5	TN	$53.78	$2,285.65	30.80	$1,656.42			$1,656.42	72.5%	$629.23
19	Roadside Ditch (Synthetic,Jute,Rip Rap,Concrete)	9,575	LF	$11.47	$109,825.25	4,052.99	$46,487.80			$46,487.80	42.3%	$63,337.45
20	Diversion Ditch (Synthetic,Jute,Rip Rap,Concrete)	3,260	LF	$8.17	$26,634.20	2,676.08	$21,863.57			$21,863.57	82.1%	$4,770.63
21	Groin Ditch	6,500	LF	$8.96	$58,240.00	5,912.27	$52,973.94			$52,973.94	91.0%	$5,266.06
22	Rip Rap Apron	75	TN	$81.53	$6,114.75	36.50	$2,975.85			$2,975.85	48.7%	$3,138.91
23	1.5" (Size) Crusher Run Aggregate	9,500	TN	$23.37	$222,015.00	2,151.16	$50,272.61			$50,272.61	22.6%	$171,742.39
24	2.5" (Size) Crusher Run Aggregate	1,350	TN	$23.37	$31,549.50	4,816.72	$112,566.75			$112,566.75	356.8%	-$81,017.25
25	Geotextile Separation Fabric	27,539	SY	$1.04	$28,640.56	10,702.67	$11,130.78			$11,130.78	38.9%	$17,509.78
26	Guardrail (WVDOH Specifications)	1,660	LF	$18.79	$31,191.40	2,148.00	$40,360.92			$40,360.92	129.4%	-$9,169.52
27	Guardrail End Terminal (WVDOH Specifications)	10	EA	$70.45	$704.50	12.00	$845.40			$845.40	120.0%	-$140.90
28	Clearing and Grubbing	1	LS	$448,203.25	$448,203.25	1.00	$448,203.25			$448,203.25	100.0%	
29	Permanent Seeding	120	AC	$2,961.75	$355,410.00	58.00	$171,781.50			$171,781.50	48.3%	$183,628.50
30	Underground Electric & Phone Duct Bank	1	LS	$53,697.20	$53,697.20	1.00	$53,697.20			$53,697.20	100.0%	
31	E&S BMPs	1	LS	$407,981.52	$407,981.52	1.00	$407,981.52			$407,981.52	100.0%	
32	Subsurface Drain	200	LF	$74.12	$14,824.00	1,517.65	$112,488.22			$112,488.22	758.8%	-$97,664.22
CO1												
CO1	Mobilization/Demobilization	1	LS	$116,277.88	$116,277.88	0.50	$58,138.94			$58,138.94	50.0%	$58,138.94
CO1	Unclassified Cut Bank Excavation/Embankment	4,010,876	CY	$0.12	$481,305.12	3,841,028.47	$460,923.42	132,642.74	$15,917.13	$476,840.55	99.1%	$4,464.57
CO1	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$1.00	$1,735.00	1,735.00	$1,735.00			$1,735.00	100.0%	
CO1	1.5" (Size) Crusher Run Aggregate	9,500	TN	$1.00	$9,500.00	2,151.16	$2,151.16			$2,151.16	22.6%	$7,348.84
CO1	2.5" (Size) Crusher Run Aggregate	1,350	TN	$1.00	$1,350.00	5,586.72	$5,586.72			$5,586.72	413.8%	-$4,236.72
CO1	Clearing and Grubbing	1	LS	$135,000.00	$135,000.00	1.00	$135,000.00			$135,000.00	100.0%	
CO1	E&S BMPs	1	LS	$65,000.00	$65,000.00	1.00	$65,000.00			$65,000.00	100.0%	
CO2												
CO2-1	E&S Extended Maintenance	1	LS	$48,500.00	$48,500.00	1.00	$48,500.00			$48,500.00	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	15
Application Period:	11/20/20 - 12/18/2020	Application Date:	12/21/2020

ITEM	DESCRIPTION	CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
		PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
CO2-2	Slower Production on Smaller Fill Area	587,982	CY	$0.08	$47,038.56	587,982.00	$47,038.56			$47,038.56	100.0%	
CO2-3	Slower Production on Remaining Fill	469,164	CY	$0.36	$168,899.04	469,164.00	$168,899.04			$168,899.04	100.0%	
CO2-4	Reworking Temporary 2:1 Fill Slope	128,335	SY	$0.33	$42,350.55	128,335.00	$42,350.55			$42,350.55	100.0%	
CO3												
CO3-1	Mobilization/Demobilization	1	LS	$24,000.00	$24,000.00	0.50	$12,000.00			$12,000.00	50.0%	$12,000.00
	EROSION CONTROL											
CO3-2	18" Compost Filter Sock	385	LF	$7.98	$3,072.30			165.00	$1,316.70	$1,316.70	42.9%	$1,755.60
CO3-3	32" Compost filter Sock	275	LF	$39.34	$10,818.50			343.00	$13,493.62	$13,493.62	124.7%	-$2,675.12
CO3-4	Inlet Protection	3	EA	$228.72	$686.16			1.00	$228.72	$228.72	33.3%	$457.44
CO3-5	Stabilized Construction Entrance	-	EA	$2,905.02								
CO3-6	Miscellaneous E&S Controls	1	LS	$9,410.55	$9,410.55			0.50	$4,705.28	$4,705.28	50.0%	$4,705.28
	ROAD IMPROVEMENTS											
CO3-7	Sub-Base Excavation/Embankment	2,180	CY	$19.16	$41,768.80	194.00	$3,717.04	21.80	$417.69	$4,134.73	9.9%	$37,634.07
CO3-8	9" WVDOH Class 1 Stone Sub Base	10,740	TN	$25.76	$276,662.40	4,227.91	$108,910.96	2,548.59	$65,651.68	$174,562.64	63.1%	$102,099.76
CO3-9	4.5" HMA Type 37.5 Base Course	4,974	TN	$79.76	$396,726.24							$396,726.24
CO3-10	2.5" HMA Type 19 Base Course	2,764	TN	$83.40	$230,517.60							$230,517.60
CO3-11	1.5" HMA Type 9.5 Wearing Course	1,658	TN	$95.24	$157,907.92							$157,907.92
CO3-12	Stabilization Fabric	22,610	SY	$2.79	$63,081.90	8,956.00	$24,987.24	2,495.00	$6,961.05	$31,948.29	50.6%	$31,133.61
CO3-13	Pavement Striping & Markings	1	LS	$27,772.78	$27,772.78							$27,772.78
CO3-14	Concrete Curb and Gutter	5,580	LF	$27.56	$153,784.80	1,344.00	$37,040.64	504.20	$13,895.75	$50,936.39	33.1%	$102,848.41
CO3-15	Concrete Curb	4,960	LF	$27.52	$136,499.20			1,517.90	$41,772.61	$41,772.61	30.6%	$94,726.59
CO3-16	Concrete Median	-	SY	$123.56								
CO3-17	Concrete Sidewalk	1,310	SY	$95.30	$124,843.00							$124,843.00
CO3-18	Sidewalk Ramps	8	EA	$3,637.66	$29,101.28							$29,101.28
CO3-19	Ramp Detectible Warning Surface	8	EA	$289.30	$2,314.40							$2,314.40
CO3-20	Guardrail Type 1	690	LF	$20.83	$14,372.70							$14,372.70
CO3-21	Guardrail Type 1 Terminal Flare	1	EA	$578.60	$578.60							$578.60
CO3-22	Signage	1	LS	$37,019.00	$37,019.00							$37,019.00
	MISCELLANEOUS SITE FEATURES											
CO3-23	Permanent Seeding	6.64	AC	$4,347.23	$28,865.61							$28,865.61
CO3-24	P3-1 Light Pole and Assembly	69	EA	$1,088.64	$75,116.16							$75,116.16
CO3-25	Lighting Electrical Conduit	1	LS	$57,564.54	$57,564.54	0.05	$2,878.23			$2,878.23	5.0%	$54,686.31
	SITE UTILITIES (WATER)											
CO3-26	12" PVC - C-900 (Main Line) (0-3)	2,720	LF	$41.71	$113,451.20	1,265.30	$52,775.66	1,444.90	$60,266.78	$113,042.44	99.6%	$408.76
CO3-27	8" PVC - C-900 (Service Laterals) (0-3)	160	LF	$28.35	$4,536.00	118.60	$3,362.31	41.90	$1,187.87	$4,550.18	100.3%	-$14.18
CO3-28	Air Release Valves	1	EA	$3,268.95	$3,268.95							$3,268.95
CO3-29	12" Gate Valve Assembly	3	EA	$4,989.13	$14,967.39	2.40	$11,973.91	1.00	$4,989.13	$16,963.04	113.3%	-$1,995.65
CO3-30	12" Cap for Future Connection	1	EA	$3,567.05	$3,567.05	1.00	$3,567.05			$3,567.05	100.0%	
CO3-31	8" Cap for Future Connection	4	EA	$2,407.94	$9,631.76	2.00	$4,815.88	2.00	$4,815.88	$9,631.76	100.0%	
CO3-32	20" Steel Casing (Dig and Backfill)	298	LF	$142.80	$42,554.40	179.00	$25,561.20	119.00	$16,993.20	$42,554.40	100.0%	
CO3-33	16" Steel Casing (Dig and Backfill)	87.5	LF	$110.69	$9,685.38	88.00	$9,740.72			$9,740.72	100.6%	-$55.34
CO3-34	Fire Hydrant/Flushing Hydrant	4	EA	$5,598.82	$22,395.28	2.00	$11,197.64	2.00	$11,197.64	$22,395.28	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	15
Application Period:	11/20/20 - 12/18/2020	Application Date:	12/21/2020

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
	SITE UTILITIES (SANITARY SEWER)											
C03-35	10" PVC SDR - 35 Sanitary Sewer Line (6-9)	139	LF	$109.44	$15,212.16							$15,212.16
C03-36	10" PVC SDR - 35 Sanitary Sewer Line (9-12)	48	LF	$115.34	$5,536.32							$5,536.32
C03-37	8" PVC SDR - 35 Sanitary Sewer Line (0-6)	1,091	LF	$59.50	$64,914.50	1,367.80	$81,384.10			$81,384.10	125.4%	-$16,469.60
C03-38	8" PVC SDR - 35 Sanitary Sewer Line (6-9)	2,986	LF	$65.09	$194,358.74	1,811.40	$117,904.03			$117,904.03	60.7%	$76,454.71
C03-39	8" PVC SDR - 35 Sanitary Sewer Line (9-12)	200	LF	$67.15	$13,430.00	108.40	$7,279.06			$7,279.06	54.2%	$6,150.94
C03-40	Sanitary Sewer Cleanout	11	EA	$1,908.69	$20,995.59	6.00	$11,452.14			$11,452.14	54.5%	$9,543.45
C03-41	Sanitary Manhole	16	EA	$9,215.19	$147,443.04	9.00	$82,936.71			$82,936.71	56.3%	$64,506.33
C03-42	48" Sanitary Manhole Vertical Riser Pipe	20	VF	$784.10	$15,682.00	19.00	$14,897.90			$14,897.90	95.0%	$784.10
	SITE UTILITIES (MISC.)											
C03-43	Gas Service Line (Ditch, Dust, and Backfill)	2,870	LF	$14.86	$42,648.20							$42,648.20
C03-44	12" Steel Casing (Dig and Backfill)	360	LF	$112.37	$40,453.20	254.00	$28,541.98			$28,541.98	70.6%	$11,911.22
C03-45	Underground Electric, Phone, Cable	4,840	LF	$12.97	$62,774.80	225.00	$2,918.25			$2,918.25	4.6%	$59,856.55
	STORMWATER MANAGEMENT											
C03-46	48" N-12 HDPE (9-12)	253	LF	$194.62	$49,238.86	191.15	$37,201.61			$37,201.61	75.6%	$12,037.25
C03-47	48" N-12 HDPE (12+)	482	LF	$226.94	$109,389.90	522.25	$118,524.64			$118,524.64	108.4%	-$9,134.74
C03-48	48" CMP (6-9)	134	LF	$180.16	$24,141.44	139.00	$25,042.24			$25,042.24	103.7%	-$900.80
C03-49	48" CMP (9-12)	31	LF	$184.66	$5,724.46	25.00	$4,616.50			$4,616.50	80.6%	$1,107.96
C03-50	48" CMP (12+)	60	LF	$211.04	$12,662.40	34.50	$7,280.88			$7,280.88	57.5%	$5,381.52
C03-51	42" N-12 HDPE (9-12)	751	LF	$168.61	$126,626.11	628.60	$105,988.25			$105,988.25	83.7%	$20,637.86
C03-52	42" N-12 HDPE (12+)	257	LF	$175.88	$45,201.16	285.00	$50,125.80			$50,125.80	110.9%	-$4,924.64
C03-53	36" N-12 HDPE (9-12)	299	LF	$147.43	$44,081.57	403.30	$59,458.52			$59,458.52	134.9%	-$15,376.95
C03-54	30" N-12 HDPE (6-9)	380	LF	$159.86	$60,746.80	162.80	$26,025.21			$26,025.21	42.8%	$34,721.59
C03-55	30" N-12 HDPE (9-12)	152	LF	$139.97	$21,275.44	200.40	$28,049.99			$28,049.99	131.8%	-$6,774.55
C03-56	30" N-12 HDPE (12+)	132	LF	$139.72	$18,443.04							$18,443.04
C03-57	18" N-12 HDPE (0-6)	280	LF	$81.35	$22,778.00	227.10	$18,474.59			$18,474.59	81.1%	$4,303.42
C03-58	18" N-12 HDPE (6-9)	201	LF	$86.99	$17,484.99	254.90	$22,173.75			$22,173.75	126.8%	-$4,688.76
C03-59	15" N-12 HDPE (0-6)	461	LF	$61.09	$28,162.49	452.50	$27,643.23			$27,643.23	98.2%	$519.26
C03-60	Type E Inlet	28	EA	$9,958.67	$278,842.76	6.00	$59,752.02			$59,752.02	21.4%	$219,090.74
C03-61	Type G Inlet	1	EA	$5,518.31	$5,518.31							$5,518.31
C03-62	60" Manhole Vertical Riser Pipe	6	VF	$1,921.22	$11,527.32	4.00	$7,684.88			$7,684.88	66.7%	$3,842.44
C03-63	48" Manhole, Frame and Lid	1	EA	$3,898.36	$3,898.36	1.00	$3,898.36			$3,898.36	100.0%	
C03-64	60" Manhole, Frame and Lid	1	EA	$6,074.86	$6,074.86							$6,074.86
C03-65	Concrete Headwall	1	EA	$2,393.75	$2,393.75							$2,393.75
C03-66	6" Rip Rap	32.9	TN	$74.95	$2,465.86							$2,465.86
C03-67	9" Rip Rap	56.4	TN	$76.23	$4,299.37	14.00	$1,067.22			$1,067.22	24.8%	$3,232.15
	Totals				**$18,205,612.68**		**$14,871,136.78**		**$613,341.34**	**$15,484,478.12**	**85.05%**	**$2,721,134.56**

EJCDC® C-620 Contractor's Application for Payment
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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

	Application Period: 11/21/2020-12/18/2020	Application Date:	12/18/2020
To (Owner): Genesis Partners, Limited Partnership	From (Contractor): Bear Contracting	Via (Engineer):	Civil & Environmental Consultants, Inc.
Project: Charles Pointe Crossing	Contract: Charles Pointe EODD #2 - Contract #2 (Offsite Utilities)		
Owner's Contract No.:	Contractor's Project No.: 2020-043	Engineer's Project No.: 165-057	

Application for Payment : Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$1,198,425.00
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$1,198,425.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$1,184,139.75
5. RETAINAGE:		
a. 10% X $1,184,139.75 Work Completed	$	$118,413.98
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$118,413.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$1,065,725.78
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$1,053,868.95
8. AMOUNT DUE THIS APPLICATION	$	$11,856.82
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$132,699.23

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [signature] Date: 12/18/2020

Payment of: $ 11,856.82
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven A. Cain 01/04/20
(Engineer) (Date)

Payment of: $ 11,856.82
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] 1/4/20
~~(Owner)~~ RESIDENT PROJECT REPRESENTATIVE (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Charles Pointe - EODD #2 - Contract #2						Application Number:				
Application Period:		11/21/2020-12/18/2020						Application Date:				12/18/2020
ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$14,937.00	$14,937.00	0.75	$11,202.75	0.25	$3,734.25	$14,937.00	100.0%	
2	Erosion and Sediment Control (BMP's)	1	LS	$127,000.00	$127,000.00	1.00	$127,000.00			$127,000.00	100.0%	
3	Permanent Seeding	14	AC	$2,000.00	$27,000.00	13.50	$27,000.00			$27,000.00	100.0%	
4	12" PVC C-900 DR-14, Water Line	550	LF	$100.00	$55,000.00	556.00	$55,600.00			$55,600.00	101.1%	-$600.00
4A	24" Steel Casing (Bore & Jack)	130	LF	$390.00	$50,700.00	130.00	$50,700.00			$50,700.00	100.0%	
5	12" Gate Valve Assembly, Complete	1	EA	$2,850.00	$2,850.00	1.00	$2,850.00			$2,850.00	100.0%	
6	20" Steel Casing (Bore & Jack)	100	LF	$400.00	$40,000.00	100.00	$40,000.00			$40,000.00	100.0%	
7	24" Steel Casing (Open-Cut & Backfill)	65	LF	$145.00	$9,425.00	75.00	$10,875.00			$10,875.00	115.4%	-$1,450.00
8	12" Tie-In to Existing 12" Water Line	1	EA	$7,500.00	$7,500.00	1.00	$7,500.00			$7,500.00	100.0%	
9	Remove Existing Sidewalk	34	SY	$158.00	$5,372.00	23.00	$3,634.00			$3,634.00	67.6%	$1,738.00
10	Asphalt Trench Repair	135	LF	$80.00	$10,800.00			118.00	$9,440.00	$9,440.00	87.4%	$1,360.00
11	Concrete Trench Repair	38	LF	$85.00	$3,230.00	38.00	$3,230.00			$3,230.00	100.0%	
12	10" PVC SDR-35 Sanitary Sewer Line (Depth: 0' – 6')	860	LF	$44.00	$37,840.00	785.00	$34,540.00			$34,540.00	91.3%	$3,300.00
12A	12" HDPE DR11 Variable Grade Sewer	658	LF	$62.00	$40,796.00	658.00	$40,796.00			$40,796.00	100.0%	
13	10" PVC SDR-35 Sanitary Sewer Line (Depth: 6' – 9')	2,102	LF	$50.00	$105,100.00	1,691.00	$84,550.00			$84,550.00	80.4%	$20,550.00
14	10" PVC SDR-35 Sanitary Sewer Line (Depth: 9' – 12')	345	LF	$78.00	$26,910.00	840.00	$65,520.00			$65,520.00	243.5%	-$38,610.00
15	Concrete Anchor	2	EA	$1,200.00	$2,400.00	2.00	$2,400.00			$2,400.00	100.0%	
16	48" Sanitary Manhole	15.0	EA	$4,300.00	$64,500.00	15.00	$64,500.00			$64,500.00	100.0%	
17	48" Diameter Concrete Manhole Risers (Vertical Foot)	26	VF	$190.00	$4,940.00	26.65	$5,063.50			$5,063.50	102.5%	-$123.50
18	10" Tie-In to Existing Sanitary Manhole	1	EA	$2,100.00	$2,100.00	1.00	$2,100.00			$2,100.00	100.0%	
19	Gas Service Line (Dig, Dust, Backfill)	350	LF	$60.00	$21,000.00	190.00	$11,400.00			$11,400.00	54.3%	$9,600.00
20	12" Steel Casing (Bore& Jack)	130	LF	$275.00	$35,750.00	130.00	$35,750.00			$35,750.00	100.0%	
21	48" N-12 HDPE Pipe (Depth: 6' – 9')	245	LF	$125.00	$30,625.00	248.00	$31,000.00			$31,000.00	101.2%	-$375.00
22	48" CMP (Depth: 6' – 9')	915	LF	$130.00	$118,950.00	853.00	$110,890.00			$110,890.00	93.2%	$8,060.00
23	48" CMP (Depth: 9' – 12')	1,062	LF	$150.00	$159,300.00	1,110.50	$166,575.00			$166,575.00	104.6%	-$7,275.00
24	72" Diameter Concrete Manhole Risers (Vertical Foot)	35	VF	$350.00	$12,250.00	26.47	$9,264.50			$9,264.50	75.6%	$2,985.50
25	72" Diameter Storm Manhole	14	EA	$7,800.00	$109,200.00	12.00	$93,600.00			$93,600.00	85.7%	$15,600.00
26	Concrete Headwall	2	EA	$5,850.00	$11,700.00	2.00	$11,700.00			$11,700.00	100.0%	
27	Plunge Pool	2	EA	$20,500.00	$41,000.00	2.00	$41,000.00			$41,000.00	100.0%	
28	Flexmat Lined Channel	270	SY	$75.00	$20,250.00	276.33	$20,724.75			$20,724.75	102.3%	-$474.75
	Totals				$1,198,425.00		$1,170,965.50		$13,174.25	$1,184,139.75	98.81%	$14,285.25

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Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324| Fax: 412-429-2114
www.cecinc.com

Robert (Rob) Stuart
Genesis Partners, Limited Partnership
P.O. Box 1000
Bridgeport, WV 26330

December 31, 2020
Project No: 165-037
Invoice No: 273021

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through December 26, 2020

Task 0010 Construction Management

Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	2.00	200.00	400.00	
Senior Project Manager				
Eshun, Kow	1.50	200.00	300.00	
Project Manager I				
Haws, Christopher	130.00	141.29	18,367.70	
Assistant Project Manager				
Gardner, Lucas	14.75	115.35	1,701.41	
Staff Consultant				
Ringer, Jarod	4.00	94.30	377.20	
Senior Technician				
Dean, Ronald	204.00	99.82	20,363.28	
Technician III				
Fazzini, Matthew	132.00	99.82	13,176.24	
Administrative Assistant				
Miller, Amy	8.00	74.87	598.96	
Technician II				
Barnette, Evan	247.00	86.73	21,422.31	
	743.25		76,707.10	
				76,707.10

Unit Billing

CADD	12.75 Hours @ 10.00	127.50	
Field Vehicle (Daily)	65.0 Units @ 75.00	4,875.00	
Nuclear Density Gauge (Daily)	6.0 Days @ 35.00	210.00	
Total Units	**1.0 times**	**5,212.50**	**5,212.50**
		Total this Task	**$81,919.60**

Task 0014 Traffic Impact Study

Project	165-037	Charles Pointe Development			Invoice	273021
Professional Fees						
		Hours	**Rate**	**Amount**		
Principal						
DePaolis, Jeffrey		4.00	200.00	800.00		
Project Manager III						
Droznek, Chris		3.50	174.18	609.63		
Project Manager I						
Hews, Christopher		2.50	141.29	353.23		
		10.00		1,762.86		
					1,762.86	
			Total this Task		**$1,762.86**	

Task	0024	Settlement Monument Monitoring				
Professional Fees						
		Hours	**Rate**	**Amount**		
Senior Project Manager						
Littler, Jason		2.00	200.00	400.00		
Survey Technician III						
Harper, Phillip		4.00	96.14	384.56		
Harrison, Jerry		4.50	94.07	423.32		
Survey Technician IV						
Gain, Eli		2.00	110.40	220.80		
Survey Technician II						
Anderson, Caleb		3.00	56.12	168.36		
2-Man Survey Crew						
Harper, Phillip		4.50	96.14	432.63		
Yazvac, David		6.50	96.14	624.91		
		26.50		2,654.58		
					2,654.58	
Unit Billing						
Field Vehicle (Daily)			1.0 Unit @ 75.00	75.00		
Total Units			**1.0 times**	**75.00**	**75.00**	
			Total this Task		**$2,729.58**	
			Amount Due This Invoice		**$96,412.04**	

Remit to:
Civil & Environmental Consultants, Inc.
PO Box 644246
Pittsburgh, PA 15264-4246

RFS 1/4/20
ENGINEERING & DESIGN/CONSTRUCTION OVERSIGHT

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

FORM OF REQUISITION FOR PAYMENT FROM
ADMINISTRATIVE EXPENSE FUND

$36,500,000
The County Commission of Harrison County
Special District Excise Tax Revenue and Improvement Bonds
Series 2019 A
(Charles Pointe Economic Opportunity Development District)

$12,280,000
The County Commission of Harrison County
Subordinate Special District Excise Tax Revenue and Refunding Bonds
Series 2019 B
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 23 (12/18/20)

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its Authorized Officer, hereby certifies in connection with this Requisition for Payment from Administrative Expense Fund (the "Requisition") pursuant to an Indenture of Trust (the "Indenture") for the above captioned Bonds (the "Series 2019 Excise Tax Bonds"), dated as of August 16, 2019, by and between the Issuer and Wilmington Trust, N.A., as trustee (the "Trustee") and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board") and pursuant to a Development Agreement for the Series 2019 Excise Tax Bonds, dated as of August 16, 2019 (the "Development Agreement") by and among the Issuer, the District Board, Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") and Charles Pointe Crossing, LLC, a West Virginia limited liability company (the "Site Developer") that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture for the Series 2019 Excise Tax Bonds.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Indenture and Development Agreement, (b) is an authorized expenditure under the Project Plan and the EODD Act, and (c) such requested expenditures, when combined with previous disbursements from the Administrative Expense Fund during the current Bond Year do not exceed $80,000 in the aggregate for such Bond Year.

3. The total amount requested to be disbursed pursuant to this Requisition is $2,337.50. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer, the District Board, the Developer or Site Developer as reimbursement to the Issuer, the District Board, the Developer or

Site Developer for an invoice or statement previously paid by the Issuer, the District Board, the Developer or the Site Developer; and

(b) $2,337.50 is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices, statements or proof of payment.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this 6th day of January, 2021.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices, Statements or Proof of Payment
(Attached)

MuniCap, Inc.	Invoice #122020-287	Dated: 12/18/20	$2,337.50
		Total	**$2,337.50**

INVOICE

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Invoice Date	Invoice #
12/18/2020	122020-287

Balance Due $2,337.50

Remit check to: MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

or

Wire Instructions:

Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

Gina Jones
Director of Grants and Special Proj.
Harrison County Commission
301 West Main St., Fifth Floor
Clarksburg, WV 26301

Project	Charles Pointe 2019	2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
12/18/2020	122020-287

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Terms	Client #
Net 30	2024

Project: Charles Pointe 2019

Item	DATE	Description	Hrs	Amount
Sr Assoc (MMM)	11/2/2020	Review and update annual report.	1.5	262.50
Vice Pres (MM)	11/2/2020	Review statutory report.	0.75	168.75
Sr Assoc (MMM)	11/3/2020	Review, update and finalize the annual report for the period ending June 30, 2020. Draft email for associate.	1.75	306.25
Vice Pres (MM)	11/3/2020	Review updated statutory report.	0.25	56.25
Sr Assoc (MMM)	11/6/2020	Review bond documents related to the economic standing of the development.	0.5	87.50
Sr Assoc (MMM)	11/10/2020	Request clarification on economic position of the 2019 refunding bonds from associate.	0.25	43.75
Sr Assoc (MS)	11/10/2020	Prepare account statements for updating account reconciliation and file.	0.25	43.75
Sr Assoc (MMM)	11/11/2020	Discuss economic gain or loss of the Series 2019 bond issuance with associates and draft email to the City.	1	175.00
Sr Assoc (MMM)	11/12/2020	Update and revise the annual report. Respond to associate's email regarding a County information request.	1.25	218.75
Sr Assoc (OO)	11/12/2020	Prepare October journal entries.	0.5	87.50
Vice Pres (MM)	11/12/2020	Discuss economic benefit of refunding with associates and draft response to county.	0.25	56.25
Sr Assoc (OO)	11/16/2020	Email to trustee requesting backup. Save backup.	0.25	43.75
Vice Pres (MD)	11/17/2020	Review October journal entries.	0.25	56.25
Sr Assoc (MMM)	11/17/2020	Update account reconciliation with October 2020 account activity.	0.5	87.50
Sr Assoc (OO)	11/17/2020	Post October journal entries to QuickBooks.	0.5	87.50
President (KR)	11/17/2020	Attend conference call with developer and attorneys.	1	275.00
Manager (JLA)	11/24/2020	Assist with identification and provision of material information related to on-going compliance.	0.5	100.00
Sr Assoc (SAM)	11/25/2020	Review debt service to be paid December 2020.	0.25	43.75
President (KR)	11/30/2020	Discuss status with associate.	0.5	137.50
		Subtotal Fees:		2,337.50

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$2,337.50**

MM

Billing Inquiries? Call (443) 539-4104

M

REQUISITION FOR PAYMENT FROM
SERIES 2019 C EXCISE TAX BONDS PROJECT FUND

$17,600,000
The County Commission of Harrison County
Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds,
Series 2019 C
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 18

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), the Charles Pointe Economic Opportunity Development District Board (the "District Board") and Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2019 C Excise Tax Bonds Project Fund (the "Requisition") under an Indenture of Trust, dated as of August 16, 2019 (the "Original Indenture"), between the Issuer and Wilmington Trust, N.A., as trustee thereunder (the "Trustee"), a First Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2019 C Excise Tax Bonds"), dated as of August 16, 2019 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture") between the Issuer and the Trustee and a Development Agreement, dated August 16, 2019 (the "Development Agreement"), by and among the Issuer, the Developer, the District Board and Charles Pointe Crossing, LLC (the "Site Developer"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. This Requisition requests credit for Costs of the Project previously paid by the Developer or the Site Developer for a portion of the principal amount and purchase price of the Series 2019 C Excise Tax Bonds for a cost which constitutes an allowable expenditure under the EODD Act, the Project Plan, the Indenture and the Development Agreement.

3. The total amount requested to be credited to the purchase price of the Series 2019 C Excise Tax Bonds pursuant to this Requisition is $32,513.81 as more particularly described in **Schedule I** attached hereto and made a part hereof. The amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

MK

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer, by the District Board and by the Developer by their duly Authorized Officers this _____. 2021.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

By: _____
James A. Corton, President of Realcom, Inc.

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

Robert F. Stuart, Director of Planning/Engineering, Genesis Partners, Limited Partnership, as Resident Project representative for the Project Plan, hereby certifies that the portion of the Project Plan for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the District Board, the Developer or the Site Developer.

RESIDENT PROJECT REPRESENTATIVE

By: _____

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

CREDIT FOR COSTS OF THE PROJECT PAID
BY DEVELOPER OR SITE DEVELOPER

(1) Total Amount of credit requested pursuant to this Requisition: $32,513.81

(2) Costs of the Project Paid by Developer or Site Developer:

Vendor	Description of Expense	Date of Payment	Amount
1. Genesis Partners, Limited Partnership	Project Management Services	January 5, 2021*	$32,513.81
2.			
3.			
TOTAL			$ 32,513.81

*Invoice submitted for services provided during the period of Requisition #18 from the Series 2019 A Excise Tax Bonds Project Fund

The items listed as having been paid by the Developer or Site Developer are supported by the attached copies of invoices or statements and proof of payment.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
and Proof of Payment by Developer or Site Developer
(Attached)

Genesis Partners, Limited Partnership

Bridgeport, WV 26330

Invoice

Date	Invoice #
1/5/2021	18

Bill To
Charles Pointe Economic Opportunity Dev. % Harrison County Commission 301 W. Main St. Clarksburg, WV 26301

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	RFP #18 $650,276.13 Series 2019 A Bond Project Fund - 5%	32,513.81	32,513.81
		Total	$32,513.81

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A

To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402

REQUISITION FOR PAYMENT NO. (12/18/2020)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is $1,761.58.

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is $1,761.58. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and

(b) $1,761.58 is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this 6th day of January, 2021.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

"DUPLICATE"

Invoice 803530

Invoice Date:	**November 18, 2020**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

Billing Period:	**October 1, 2020 through October 31, 2020**
Prior Balance:	$ 5,464.82
Payments Received as of November 6, 2020	$ 4,267.99
Adjustments	$ 0.00
Outstanding Balance:	$ 1,196.83
Current Billing Period:	
Current Period Fees	$930.33
Total Fees Due	$ 2,127.16

Remittance Stub
Billing Period 10/01/2020 - 10/31/2020

Account Number:	141961.1
Invoice Number:	803530
Remit Balance	$2,127.16

Payment Due Upon Receipt

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

☐ Check Enclosed $_____

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
BNF Account	98 0000 6823
BNF Name	Trust
Reference	803530
Attention	Fee Processing

Mail Payments To:
UMB Bank, N.A.
Attn: Trust Fees Department
P O Box 414589
Kansas City, MO 64141-4589

UMB

UMB Bank, N.A.
P O Box 414589
Kansas City, MO 64141-4589

"DUPLICATE"

Invoice 803530

Account Detail

Account Number: 141961.1

Charles Pointe Project 2008AB

Administrative Fees

Administration Fee	$458.33
Administrative Fees Total	**$458.33**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		0.80	590.00	472.00		472.00
Volume Based Total:			**0.80**				**472.00**
Transaction Fees Total							**$472.00**

Account Total $930.33

INVOICE

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Invoice Date	Invoice #
12/18/2020	122020-125

Balance Due $831.25

Remit check to:

MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

or

Wire Instructions:

Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

The County Commission of Harrison County
301 West Main Street
Clarksburg, WV 26301
ATTN: Ron Watson. President

Project	Charles Pointe Series 2008	1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
12/18/2020	122020-125

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Terms	Client #
Net 30	1394

Project: Charles Pointe Series 2008

Item	DATE	Description	Hrs	Amount
Vice Pres (CK)	11/5/2020	Prepare third quarter property owner disclosure for posting on EMMA and post.	0.5	112.50
Manager (JLA)	11/9/2020	Verify quarterly posting to EMMA.	0.25	50.00
Sr Assoc (MS)	11/10/2020	Prepare account statements for updating account reconciliation and file.	0.25	43.75
Vice Pres (MM)	11/11/2020	Call to discuss CED assessments.	0.5	112.50
Vice Pres (MM)	11/17/2020	Call to discuss CED assessments.	1	225.00
Vice Pres (MM)	11/18/2020	Circulate bullets outlining next steps related to forbearance.	0.25	56.25
Sr Assoc (MMM)	11/20/2020	Update account reconciliation with available October 2020 account statements.	0.5	87.50
Manager (JLA)	11/24/2020	Assist with identification and provision of material information related to on-going compliance.	0.5	100.00
Sr Assoc (SAM)	11/25/2020	Review debt service to be paid December 2020.	0.25	43.75
		Subtotal Fees:		831.25

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$831.25**

MM

Billing Inquiries? Call (443) 539-4104

M

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #803530	Dated 11/18/20	$930.33
MuniCap, Inc	Invoice #122020-125	Dated 12/18/20	831.25
		Total	$1,761.58

REQUISITION FOR PAYMENT
FROM ADMINISTRATIVE EXPENSE FUND

$15,575,000
The County Commission of Harrison County
Senior Tax Increment Refunding Revenue Bonds
Series 2015 A Tax-Exempt
(Development District No. 3 – White Oaks Project No. 2)

$8,764,000
The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds
Series 2015 B Taxable
(Development District No. 3 – White Oaks Project No. 2)

REQUISITION FOR PAYMENT - 12/18/20

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Administrative Expense Fund (the "Requisition") under a Indenture of Trust, dated as of September 3, 2015 (the "Indenture") between the Issuer and United Bank, Inc., as bond trustee thereunder, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses as that term is defined in the Indenture, and (b) is an authorized expenditure under Project Plan No. 2 and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $112.50. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer as reimbursement to the Issuer for an invoice or statement previously paid by the Issuer to an entity that is not affiliated with the Issuer; and

(b) $112.50 is to be paid to a third party payee that is not affiliated with the Issuer or on a joint basis to the Issuer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this 6th day January, 2021.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
It's President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #122020-175	Dated:12/18/2020	$112.50
		Total	$112.50

INVOICE

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Invoice Date	Invoice #
12/18/2020	122020-175

Balance Due $112.50

Remit check to: MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

or

Wire Instructions:
Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:
Gina Jones
Director of Grants & Special Proj.
Harrison County Commission
301 West Main St., Fifth Floor
Clarksburg, WV 26301

Project: Harrison County-WhiteOak Admin 1676

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 12/18/2020

Invoice # 122020-175

MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, MD 21046

Project: Harrison County-WhiteOak Admin

Terms	Client #
Net 30	1676

Item	DATE	Description	Hrs	Amount
Sr Assoc (MMM)	11/20/2020	Update account reconciliation with October 2020 account activity.	0.5	75.00
Sr Assoc (SAM)	11/25/2020	Review debt service to be paid December 2020.	0.25	37.50
		Subtotal Fees:		112.50

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$112.50**

MM

Billing Inquiries? Call (443) 539-4104

M

8

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
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, 2021 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, 2021 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

2021 DEC 29 PM 1:15

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, 2020 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) Bar #202
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

TRANSFER OF LEAVE

9

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	
Rebecca S. Keller	137.03	State of WV - DHHR	Yes	
Mark Senderak	480	Sheriff's Office - Harrison County	Yes	
Wayne D. Snyder	480	State of WV - State Police	Yes	
James Terrango	480	State of WV - Auditor	Yes	
Robert Adam Titchenal	480	Sheriff's Office - Harrison County	Yes	
Andrew Valentine	375.75	WV Rgional Jail Authority	Yes	
Mark E. Waggamon	480	State of WV - State Police	Yes	
Wayne Worth	64.73	State of WV - DHHR	Yes	

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

TIME & ATTENDANCE RECORD **Period Beginning Date:** 07/01/19 **Period Ending Date:** 07/22/19

Employee Name: MARK SENDERAK **Employee Signature:** [signature] **Date:** 07/22/19

Department: HCSD **Supervisor's Approval:** [signature] **Date:** 7-22-19

Full-Time Hire Date: 8/18/2014 **Official's Approval:** **Date:**

Date	Day of Week	Time In	Time Out	Hours	Comment-Notation	Vehicle Benefit	Date	Day of Week	Time In	Time Out	Hours	Comment-Notation	Vehicle Benefit
07/01/19	Monday	VAC	VAC	#####			07/17/19	Wednesday	DOD	DOD	######		
07/02/19	Tuesday	DOD	DOD	#####			07/18/19	Thursday	VAC	VAC	######		
07/03/19	Wednesday	DOD	DOD	#####			07/19/19	Friday	VAC	VAC	######		
07/04/19	Thursday	8:00	4:00 PM	8:00			07/20/19	Saturday	VAC	VAC	######		
07/05/19	Friday	8:00	4:00 PM	8:00			07/21/19	Sunday	VAC	VAC	######		
07/06/19	Saturday	8:00	4:00 PM	8:00			07/22/19	Monday	VAC	VAC	######		
07/07/19	Sunday	8:00 AM	4:00 PM	8:00			07/23/19	Tuesday			0:00		
07/08/19	Monday	8:00 AM	4:00 PM	8:00			07/24/19	Wednesday			0:00		
07/09/19	Tuesday	DOD	DOD	#####			07/25/19	Thursday			0:00		
07/10/19	Wednesday	DOD	DOD	#####			07/26/19	Friday			0:00		
07/11/19	Thursday	8:00 AM	4:00 PM	8:00			07/27/19	Saturday			0:00		
07/12/19	Friday	8:00 AM	4:00 PM	8:00			07/28/19	Sunday			0:00		
07/13/19	Saturday	CDO	CDO	#####			07/29/19	Monday			0:00		
07/14/19	Sunday	VAC	VAC	#####			07/30/19	Tuesday			0:00		
07/15/19	Monday	VAC	VAC	#####			07/31/19	Wednesday			0:00		
07/16/19	Tuesday	DOD	DOD	#####									

* Includes One Hour Paid Duty Free Meal Time For Each Day Unless Noted-Civil Service & E911 Not Duty Free

Absence Codes: S = Sick Leave V = Vacation Leave DOD = Day Off Duty H = Holiday P: = Personal Leave MIL = Military Leave J = Jury Duty BL = Bereavement Leave FMLA = Family Medical Leave Without Pay LWP = Leave Without Pay C = Compensatory Leave - Must Have Written Agreement on File - Approved y Consttutional Official and County Commission - Commission Employes Not Eligible

Vehicle Bennefit: Certain employees assigned county owned vehicles must report commuting information to payroll. If you are assigned a county owned vehicle, please note usage (place yes or no) in the appropriate box.

	DAYS	HOURS
Sick Leave-End of Previous Period:	72	576
Sick Leave-Earned This Period:	1.5	12
Sick Leave-Taken This Period	0	0
Sick Leave-End of This Period	73.5	588

		DAYS	HOURS
Vacation Leave-End of Previous Period:		12.75	102
Vacation Leave-Earned This Period:		1.25	10
Vacation Leave-Taken This Period	8+1=	9	72
Vacation Leave-End of This Period		5	40

**** Earned Per Period Based On Full-Time Service**

Personal Leave Hours Taken for the Year:

(Maximum of 8 hours per calendar year)

WEST VIRGINIA STATE POLICE
725 Jefferson Road
South Charleston, West Virginia 25309-1698
www.wvsp.gov

Earl Ray Tomblin
Governor

Colonel C. R. "Jay" Smithers
Superintendent

Sandy J. Handley
Personnel Director

LEAVE AND TENURE INFORMATION

EMPLOYEE: Snyder, Wayne D.

SOCIAL SECURITY NUMBER XXX-XX- 2870

TRANSFERRING TO: Harrison County Commission

BEGINNING/ENDING EMPLOYMENT DATES:
(Indicate whether full-time permanent or Part-time permanent)
10-18-2010 through 8-25-2017
Full-Time Last working day 8-22-17

WAS PERS WITHHELD FROM THIS EMPLOYMENT? Yes

FAMILY SICK LEAVE USED TO DATE: None

MILITARY LEAVE USED TO DATE: None

ANNUAL/SICK LEAVE BALANCE TO BE TRANSFERRED: Annual 0 Sick 635.733332 hrs.

ANNUAL LEAVE ACCURAL RATE: 10 hrs. per month

DATE OF LAST ACCURAL CHANGE: N/A

NUMBER OF YEARS PAID LAST INCREMENT, IF ANY: 12 yrs. $360.00

***Please show any break in service**

This information was provided by:
Sherry Dunlap 8-29-17
Date
Title: ASA I
Agency: WV State Police
Phone Number: 304-746-2130

EQUAL OPPORTUNITY EMPLOYER

State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
State Capitol, Building 1, Suite W-109
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.

ATTENDANCE RECORD

Month September Year 2008 Dept. Law Enforcement

Name: Robert Adam Titchenal

Date	Time In	Time Out	Date	Time In	Time Out	Date	Time In	Time Out
1	0800	1600	12	0800	1600	23	0800	1600
2	SIQ	—	13	COI	—	24	DOO	—
3	DOO	—	14	COO	—	25	DOO	—
4	DOO	—	15	0800	1600	26	AWL	—
5	0800	1600	16	0800	1600	27	AWL	—
6	0800	1600	17	DOO	—	28	AWL	—
7	0800	1600	18	DOO	—	29	AWL	—
8	COO	—	19	0800	1600	30	AWL	—
9	0800	1600	20	0800	1600	31	—	—
10	SIQ	—	21	0800	1600			
11	DOO	—	22	0800	1600			

S - SICK C - COMP V - VACATION LWP - LEAVE WITHOUT PAY H - HOLIDAY J - JURY DUTY FL - FUNERAL LEAVE

ANNUAL LEAVE: (Annual leave is earned at 10-15-18-20 days per year dependent on the number of years of service.) The accumulation rates are:

10 days = .83 days per month
15 days = 1.25 days per month
18 days = 1.50 days per month
20 days = 1.67 days per month

SICK LEAVE: Paid sick leave is earned at 1 day per month for full time employees and .50 day per month for half time employees for totals of 12 days per year for full time and 6 days per year for part time employees.

CALCULATIONS FOR THE MONTH:

VACATION:
- Starting number accumulated: 13.75
- (+) Earned this month: 1.50
- (−) Number of days taken: − 5.00
- (=) Remaining to carry forward: 10.75

Note: Vacation must be used within the year* it is accumulated and cannot be carried over. Exception: Civil Service Employees

SICK LEAVE
- Carry over balance from last month: 82.00
- (+) **Earned this month (.1)**: 1.50
- (−) Number of days taken: − 2.00
- (=) Remaining to carry forward: 81.50

Note: A maximum of 60 days of unused sick leave may be used for conversion of paid month(s) of medical insurance w/PEIA at retirement.

DAYS

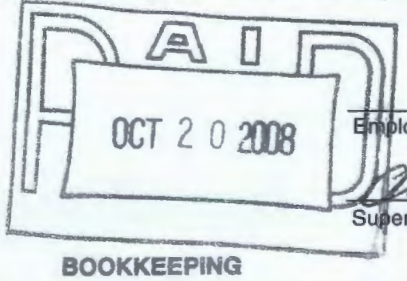
652 HOURS MAX 480.

*Year= anniversary date to anniversary date

My signature below indicates that this is a true and accurate record of the days and hours of my employment for this month.

Dated 9-23, 20 08.

REV. 8-00



Employee's Signature

Supervisor Signature

WV REGIONAL JAIL & CORRECTIONAL FACILITY AUTHORITY — ATTENDANCE AND LEAVE RECORD

EMPLOYEE NAME: Valentine, Andrew (LAST FIRST MIDDLE) EOD 2-1-07 SS NO. _____

YR 2015	ANNUAL LEAVE			SICK LEAVE			HOLIDAY	
	Balance Brought Forward 240			Balance Forward 367				
Month	E	U	B	E	U	B	E	U
JAN.	12	0	252	12	0	379		
FEB.	12	0	264	12	15	376.75		
MAR.								
APRIL								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
OCT.								
NOV.								
DEC.								
TOTAL								
Balance carried forward				Balance forward				

YR	ANNUAL LEAVE			SICK LEAVE			HOLIDAY	
	Balance Brought Forward			Balance Forward				
Month	E	U	B	E	U	B	E	U
JAN.								
FEB.								
MAR.								
APRIL								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
OCT.								
NOV.								
DEC.								
TOTAL								
Balance carried forward				Balance forward				

E __ Earned
U __ Used
B __ Balance

(Side One)

WVA-265 dtd 6-11/20/89

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

10

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: _____

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CHAPTER 3. ELECTIONS.

ARTICLE 10. FILLING VACANCIES.

§3-10-7. Vacancies in offices of county commissioner and clerk of county commission.

(a) Any vacancy in the office of county commissioner or clerk of county commission shall be filled by appointment by the county commission. The appointee must be a person of the same political party with which the person holding the office immediately preceding the vacancy was affiliated at the time the vacancy occurred: Provided, That at the time of appointment, the appointee must have been a member of that political party for at least 60 days prior to the occurrence of the vacancy.

(b) If a quorum of the county commission fails to make an appointment within 30 days, the county executive committee of the same political party with which the person holding the office preceding the vacancy was affiliated at the time the vacancy occurred, shall submit a list of three legally qualified persons to fill the vacancy. Within 15 days from the date on which the list is received, the county commission shall appoint a candidate from the list to fill the vacancy. If the county commission fails to make the appointment within the specified time, then the county commissioner with the longest tenure shall eliminate one name from the submitted list, followed by the county commissioner with the second-longest tenure then eliminating one name from the submitted list. The name remaining after those two names have been eliminated shall be deemed to be appointed by the county commission to fill the vacancy.

(c) If the number of vacancies in a county commission deprives that body of a quorum, the Governor shall make an appointment to fill any vacancy in the county commission necessary to create a quorum, from a list of three legally qualified persons submitted by the party executive committee of the same political party with which the person holding the office immediately preceding the vacancy was affiliated at the time the vacancy occurred. The Governor shall make any appointments necessary, beginning with the vacancy first created, to create a quorum in accordance with the same procedures applicable to county commissions under §3-10-7(a) of this code. Once a quorum of the county commission is reestablished by gubernatorial appointment, the authority to fill the remaining vacancies shall be filled in the manner prescribed in §3-10-7(a) of this code.

(d) An appointment made pursuant to this section is for the period of time provided in §3-10-1 of this code.

(e) Notwithstanding any code provision to the contrary, a county commission may appoint a temporary successor to the office of clerk of the county commission until the requirements of this section have been met. The temporary successor may serve no more than 30 days from the date of the vacancy.

(f) If an election is necessary under §3-10-1 of this code, the county commission, or the president thereof in vacation, shall be responsible for the proper proclamation, by order, and notice required by §3-10-1 of this code.

(g) §3-10-1 of this code shall be followed with respect to any election needed to fill a vacancy, except that if the vacancy occurs after the primary cutoff date but not later than the general cutoff date, candidates to fill the vacancy shall be nominated by the county executive committee in the manner provided in §3-5-19 of this code, as in the case of filling vacancies in nominations, and the names of the persons, so nominated and certified to the clerk of the county commission of the county, shall be placed upon the ballot to be voted at the next general election.

(h) If the election for an unexpired term is held at the same time as the election for a full term for county commissioner, the full term shall be counted first and the unexpired term shall be counted second. If the candidate with the highest number of votes for the unexpired term resides in the same magisterial district as the candidate with the highest number of votes for the full term, the candidate for the full term shall be seated. The candidate with the next highest number of votes for the unexpired term residing in a different magisterial district shall be seated for the unexpired term.

CHAPTER 3. ELECTIONS.

ARTICLE 10. FILLING VACANCIES.

§3-10-1. Elections to fill vacancies.

(a) When a vacancy occurs in an elected office of the state or county, it shall be filled according to the processes set forth in this article. As used in this article, unless otherwise indicated by the context:

(1) "General cutoff date" means the eighty-fourth day before the general election that immediately precedes the general election where the office would be on the ballot for election if there were not a vacancy; and

(2) "Primary cutoff date" means the eighty-fourth day before the primary election that immediately precedes the general cutoff date.

(b) When this article requires an appointment to fill a vacancy in an elected office, the appointment shall be made within thirty days of the vacancy, unless this code specifically states a different time period for the specific office. The term that the appointee holds the office shall depend on when the vacancy occurs, as follows:

(1) If the vacancy occurs after the primary cutoff date, then that appointee shall hold the office until the end of the term of office: Provided, That if the vacancy for any county office or United States Senate occurs during the window after the primary cutoff date, but before the general cutoff date, the process contained in sections four, six, seven and eight of this article, depencing on the specific office vacated, shall be followed; or

(2) If the vacancy occurs on or before the primary cutoff date, then the office shall be filled at the following regular primary and subsequent general election pursuant to this article and the appointee shall hold the office until a qualified replacement is elected and certified at that general election. The elected replacement shall hold the office until the end of the original term of office.

(c) If an election is required to fill the vacancy by subsection (b) of this section and the other provisions of this article, the election shall proceed depending on when the vacancy occurs and in which office it occurs. Elections to fill vacancies shall be held at the same places, and superintended, conducted and returned, and the result ascertained, certified and declared, in the same manner, and by the same officers, as in general elections, unless otherwise stated in this article.

(1) For a vacancy in the Office of Governor, the times for the special elections contained in section two of this article shall control. The proclamation entered pursuant to section two of this article by the person acting as Governor shall include the dates for the special candidate filing period, if necessary, and shall follow the requirements set forth in this section. All aspects of this section, where not in conflict with section two of this article, shall also be followed. If a regularly scheduled primary or general election fits within the times for the special elections contained in section two of this article, the special elections shall be conducted in conjunction with the regularly scheduled election or

elections. If a special election is required by section two of this article and it cannot be held in conjunction with the regular election dates, then the compensation of election officers shall be reimbursed pursuant to section nine of this article.

(2) For a vacancy in the offices of United States House of Representatives or United States Senate, the times for the special election, if necessary, contained in section four of this article shall control. All aspects of this section, where not in conflict with section four of this article, shall also be followed.

(A) With regard to United States House of Representatives, the proclamation entered pursuant to section four of this article by the Governor shall include the dates for the special candidate filing period, if necessary, and shall follow the requirements set forth in this section. If a regularly scheduled primary or general election fits within the times for the special elections contained in section four of this article, the special elections shall be conducted in conjunction with the regularly scheduled election or elections. If a special election is required by section two of this article and it cannot be held in conjunction with the regular election dates, then the compensation of election officers shall be reimbursed pursuant to section nine of this article.

(B) With regard to United States Senate, if a special general election following the regular general election is required by section four of this article, and it cannot be held in conjunction with the regular election dates, then the compensation of election officers shall be reimbursed pursuant to section nine of this article.

(3) For all other offices, the Governor, or other person granted authority by this article, shall issue a proclamation stating that the office will appear on the next regular primary election and subsequent general election, in order to fill the vacancy: Provided, That if the vacancy for any county office occurs during the window after the primary cutoff date, but before the general cutoff date, the process contained in sections six, seven and eight of this article shall be followed. If the candidate filing period for the next regular primary election has closed or has less than one week remaining, the proclamation shall provide for a special primary candidate filing period. If there are less than eighty-four days between the vacancy and the next regular primary election, then the proclamation shall state that the office will appear on the subsequent regular primary election and corresponding general election following the next regular primary election.

(d) (1) If a special candidate filing period is necessary, it shall begin no sooner than the day after the proclamation and shall close no earlier than close of business on the fourteenth day following the proclamation. A notarized declaration of candidacy and filing fee provided by section seven, article five of this chapter shall be filed either in person, by United States mail, electronic means or any other means authorized by the Secretary of State and received by the appropriate office before the close of the filing period. For petition in lieu of payment of filing fees, a candidate seeking nomination for the vacancy may utilize the process set forth in section eight-a, article five of this chapter: Provided, That the minimum number of signatures required is equivalent to one qualified signature per one whole dollar of the filing fee for that office.

(2) If a primary election is required by the provisions of this article:

(A) For all statewide, multicounty and legislative elections, drawing for the primary election ballot position will take place at the Secretary of State's office twenty-four hours after the end of the filing period. For each major political party on the ballot, a single drawing by lot shall determine the candidate ballot position for ballots statewide. This drawing shall be witnessed by four clerks of the county commission chosen by the West Virginia Association of County Clerks, with no more than two clerks representing a single political party.

(B) For county elections, drawing for the primary election ballot position will take place at the county clerk's office twenty-four hours after the end of the filing period. For each major political party on the ballot, a single drawing by lot shall determine the candidate ballot position for ballots statewide. This drawing shall be witnessed by the chairperson of the county democratic and republican executive committees or their designee, and the president of the county commission or his or her designee.

(3) Ballot position for a general election required by this article shall be determined pursuant to subdivision (3), subsection (c), section two, article six of this chapter. If a general election required by this article occurs in conjunction with a regularly scheduled primary election, the general election shall be listed along with the nonpartisan portion of each ballot in the order of offices provided for regular ballots in this chapter.

(e) When an election is required to fill a vacancy, the date of the election and offices to be elected, as well as any other information required in the proclamation, shall be published prior to such election as a Class I-O legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for such publication shall be each county of the state that is eligible to vote in the election for those offices.

(f) If an election is required by this article, citizens having no party organization or affiliation may nominate candidates as provided by sections twenty-three and twenty-four, article five of this chapter: Provided, That when an election is required by the provisions of this article to be held at some time other than with a regularly scheduled election, all certificates nominating candidates shall be filed with the appropriate official no later than ninety days before the election.

(g) The persons elected, having first duly qualified, shall enter upon the duties of their respective offices. The elected replacement shall hold the office until the end of the original term of office.



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

November 23, 2020

MEMORNDUM

To: David Hinkle, Patsy Trecost & Commissioner Elect Susan Thomas

From: Ron Watson

Re: For Information

With Susan taking office effective January 1, 2021, the County Commission will then have the responsibility of filling her unexpired term of County Clerk in accordance with §3-10-7.

The purpose of this correspondence is to respectfully request your consideration for appointment to this vacancy. I am confident that I can provide this commission and the citizens of Harrison County with the continued professionalism in which Susan has served as County Clerk for the past 16 years.

Let me know if you need additional information.

xc: Willie Parker, Jessica Sells

ON-12-02-2020 AGENDA

RECEIVED
DEC 29 2020
HARRISON COUNTY
COMMISSION

RECEIVED
DEC
HARRISON COUNTY
COMMISSION

December 28, 2020

Subject: Request for consideration of appointment to vacant county clerk position

To The Harrison County Commission:

I am writing this to formally request your consideration for appointment to the upcoming vacancy for the Clerk of the County Commission. I have been a deputy clerk since January of 2014 and would be honored to serve as the Clerk of the County Commission.

Thank you for your consideration.

Sincerely,

John Spires

Harrison County Deputy Clerk

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BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: **The Estate of Dana Lee Lloyd Lee Lantz**
MICHAEL LLOYD LANTZ,
Petitioner,
v.
NIKOLA MICHELLE GIBSON,
Respondent.
and,

IN RE: **ESTATE OF DANA LEE LLOYD LANTZ**
NIKOLA MICHELLE GIBSON,
Petitioner,
v.
MICHAEL LLOYD LANTZ,
Respondent. ***ORDER NO.:*** _____

ORDER DISMISSING CROSS PETITIONS FOR REMOVAL OF FIDUCIARIES; REMOVING MICHAEL LLOYD LANTZ AND NIKOLA MICHELLE GIBSON AS FIDUCIARIES FOR ESTATE; and, APPOINTING JANET L. COX AS THE SOLE EXECUTRIX OF THE ESTATE OF DANA LEE LLOYD LANTZ

The Court has been advised that the parties hereto have reached an agreement regarding the issues of a) the involuntary removal of Michael Lloyd Lantz and Nikola Michelle Gibson as fiduciaries of the above referenced Estate; b) the voluntary resignation of these individuals as fiduciaries of said Estate; and, c) the appointment of Testator's contingent fiduciary listed in her Will, Janet L. Cox as Executrix of said Estate.

The Court notes receipt of a signed Joint Motion of the parties both seeking the relief provided for herein, with both parties having been represented by counsel.

Accordingly, it is **ORDERED** as follows:

1) Michael Lloyd Lantz shall be hereby removed as the Co-Executor of the Estate of Dana Lee Lloyd Lantz;

2) Nikola Michelle Gibson shall be hereby removed as the Co-Executor of the Estate of Dana Lee Lloyd Lantz;

3) The Cross Petitions of Michael Lloyd Lantz and Nikola Michelle Gibson, each seeking to remove the other as a fiduciary of the Estate of Dana Lee Lloyd Lantz shall be dismissed as moot; and

4) Janet L. Cox, listed by Testator as a contingent fiduciary, shall be appointed as the sole Executrix of the Estate of Dana Lee Lloyd Lantz, to serve without bond.

It is further **ORDERED** that the Clerk of this Court shall furnish a copy of this Order, duly certified, to the following: Joseph F. Shaffer, Esq. Shaffer Madia Law PLLC, 343 W. Main St., Clarksburg, WV 26301; Robert J. Pevler, Esq., 110 Gaston Av, Fairmont, Wv 26554; Janet L. Cox, 8218 Kidd Av, Stonewood, WV 26301; and Norman Farley, Esq. Fiduciary Commissioner.

ENTER _____
(Date)

_____
(Signature)

_____, its _____
For The Harrison County Commission (Title)
(Printed Name)

ATTEST:

_____
County clerk

Prepared by:

_____
Joseph F. Shaffer WVSB #6805
Shaffer Madia Law PLLC
343 W. Main St.
Clarksburg, WV 26301
304-622-1100 Ph
304-622-1145 Fx
joe@shaffermadialaw.com
Counsel for Michael Lloyd Lantz

Susan

1. Harrison County Senior Citizens
2. Harrison County Community Corrections Advisory Board
3. Mid Atlantic Aerospace Complex
4. Harrison County Emergency Squad
5. Harrison County 911 Advisory Board
6. Harrison County local Emergency Planning Committee
7. Harrison County Development Authority

David

1. Area Council on Aging/Region VI
2. Harrison County Juvenile Crime Enforcement Coalition
3. Local Elected Officials (LEO) Board
4. Harrison County Emergency Ambulance Authority
5. Region VI Workforce Investment Board
6. Region VI Planning & Development Council

Patsy

1. Harrison Clarksburg Board of Health
2. Harrison County Park & Recreation
3. Farmland Protection Board of Harrison County
4. Harrison County Planning Board
5. WVU Cooperative Extension Service

Michael Romano

1. Benedon Airport Authority

Mike Jenkins

1. Harrison County Economic Development Corp

Clay Riley

1. Benedon Airport Authority

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, December 30, 2020, through Tuesday, January 5, 2021

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to -wit:

On, Monday, January 4, 2021, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **CATHERINE SUE EAGLE** was appointed and qualified as ADMINISTRATRIX of the estate of **JAMES LEE FIGLER**, deceased. Bond was 1,500.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **KATHERINE C GODDARD** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **ROBERT CHARLES GODDARD**, deceased. No bond was required.

On, Tuesday, January 5, 2021, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **BARON W CLAYPOOL** was appointed and qualified as ADMINISTRATOR of the estate of **JAMES RICHARD CLAYPOOL**, deceased. Bond was 70,000. 00.

The last will and testament of **JOSEPHINE B ECKERT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

VALJEAN ECKERT WILSON, who was named in the last will and testament of **JOSEPHINE B ECKERT**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **EVELYN YVETTE TALKINGTON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

WENDY DIANNE WAMSLEY, who was named in the last will and testament of **EVELYN YVETTE TALKINGTON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **SUSAN B WOODS** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **MAXINE S SMITH**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **SUSAN P JAMISON** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **ROSCOE H VANSCOY**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **STEPHEN V WARD** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **ARTHUR LEHMANN WARD**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **TIMOTHY WAYNE REED** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **CHARLES E REED SR**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **PAULA CONAWAY BRUNER** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **ELIZABETH M. BONNETT CONAWAY**, deceased. No bond was required.

John R Spires
Clerk of the Harrison County Commission

Wednesday, January 13, 2021

Confirmed

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

JOHN LEWIS MARKS, JR., EXECUTOR
OF THE LAST WILL AND TESTAMENT

OF ///REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

JOHN LEWIS MARKS, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29*, as amended, a **Waiver of Final Settlement** was filed by the Executor of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 30th day of June, 2020, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 4th day of October, 2020, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 5th and 12th days of August, 2020 the time so fixed being according to law; and that at the end of business hours on the 4th day of October, 2020, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of John Lewis Marks, Jr., Executor of the estate of John Lewis Marks, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th of November, 2020, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9*, as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Executor. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the

filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 30th day of November, 2020.

James C. Turner
Fiduciary Commissioner

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,JOHN LEWIS MARKS JR, personal representative(s) in the estate of JOHN LEWIS MARKS after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-2-1(b) ;

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JOHN LEWIS MARKS JR _____ John Lewis Marks Jr. (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 26th day of October, 2020.

My Commission expires: Mar. 12, 2024 Roberta D. Osborn
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ROBERTA D. OSBORN
WesBanco Bank
1130 Johnson Avenue
Bridgeport, West Virginia 26330
My Commission Expires Mar. 12, 2024

CAROL ANN ANDERSON _____ Carol Ann Anderson (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 26th day of October, 2020.

My Commission expires: Mar. 12, 2024 Roberta D. Osborn
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ROBERTA D. OSBORN
WesBanco Bank
1130 Johnson Avenue
Bridgeport, West Virginia 26330
My Commission Expires Mar. 12, 2024

JOHN LEWIS MARKS JR _____ John Lewis Marks Jr. (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 26th day of October, 2020.

My Commission expires: Mar. 12, 2024 Roberta D. Osborn
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ROBERTA D. OSBORN
WesBanco Bank
1130 Johnson Avenue
Bridgeport, West Virginia 26330
My Commission Expires Mar. 12, 2024

TINA MARIE YANKOSKY Tina Marie Yankosky (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 30th day of October, 2020.

My Commission expires: Mar. 12, 2024 Roberta D. Osborn

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ROBERTA D. OSBORN
WesBanco Bank
1130 Johnson Avenue
Bridgeport, West Virginia 26330
My Commission Expires Mar. 12, 2024

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, Susan J Thomas, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objects filed thereto.

Given under my hand this 7 day of January, 2021.

Susan J. Thomas

Susan J Thomas
Clerk of the Harrison County Commission

By Cindy Bloxtle

June Eschenmann
Deputy Clerk

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

SCOTT A. OWEN, EXECUTOR
OF THE LAST WILL AND TESTAMENT

OF ///REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

MARK B. OWEN, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29*, as amended, a **Waiver of Final Settlement** was filed by the Executor of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 22nd day of August, 2019, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 8th day of December, 2019, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 9th and 16th days of October, 2019 the time so fixed being according to law; and that at the end of business hours on the 8th day of December, 2019, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Scott A. Owen, Executor of the estate of Mark B. Owen, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th of November, 2020, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9*, as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Executor. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the

filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 30th day of November, 2020.

James C. Turner
Fiduciary Commissioner

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,SCOTT A. OWEN, personal representative(s) in the estate of MARK B. OWEN after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-2-1(b) ;

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

SCOTT A. OWEN _____ _____ (L.S.)
EXECUTOR

STATE OF WV COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of May, 2020.

My Commission expires: April 16, 2022 _____
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Sharon L. Righman
Barbour County Sheriff's Office
26 N. Main Street
Philippi, WV 26416
My Commission Expires April 16, 2022

SCOTT A. OWEN _____ _____ (L.S.)
SON

STATE OF WV COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of May, 2020.

My Commission expires: April 16, 2022 _____
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Sharon L. Righman
Barbour County Sheriff's Office
26 N. Main Street
Philippi, WV 26416
My Commission Expires April 16, 2022

DAVID M. OWEN _____ _____ (L.S.)
SON

STATE OF WV COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of May, 2020

My Commission expires: April 16, 2022 _____
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Sharon L. Righman
Barbour County Sheriff's Office
26 N. Main Street
Philippi, WV 26416
My Commission Expires April 16, 2022

MARK F. OWEN ✗ _____ (L.S.)
SON

STATE OF WV COUNTY OF Barbour

The foregoing instrument was acknowledged before me this 9th day of May, 2020.

My Commission expires: April 16, 2022 Sharon L Righman
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Sharon L. Righman
Barbour County Sheriff's Office
26 [illegible] Street
P[illegible]
My Commission Expires April 16, 2022

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, Susan J Thomas, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objects filed thereto.

Given under my hand this 7 day of January, 2021.

Susan J. Thomas By Casey Blake

Susan J Thomas
Clerk of the Harrison County Commission

June Eschenmann
Deputy Clerk

G.

To: AHIDTA Participating Agencies

From: Vic Brown, Director
Appalachia HIDTA

Date: January 4, 2021

Subject: **Appalachia HIDTA CY 2020 budget close out**

Happy New Year from the staff of Appalachia HIDTA. I would like to take this opportunity to thank everyone for their support of the Appalachia HIDTA program and to say we look forward to working with your agency in the upcoming year. Also, I would like to take this time to remind each of you that all expenditures incurred by your agency through December 31, 2020 must be submitted for reimbursement to the Appalachia HIDTA Financial Office no later than February 28, 2021. Even though the deadline is February 28, 2021, we encourage you to file your final request as soon as possible so we can close the 2020 grant and move forward to 2021. This deadline also includes any reimbursement requests for approved reprogrammings during calendar year 2020.

Your assistance in this matter is greatly appreciated. Any funds remaining unspent at the end of the calendar year will be returned to the HIDTA to be reallocated per guidance from the AHIDTA Executive Board.

Thank you and best wishes for the New Year.

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