AGENDA

Wednesday, February 03, 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

11:30 A.M. --- Board of Equalization and Review

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   a. **Gary Keith --- Pay Grade Increase from 8-7 to 8-8 --- Effective 01-25-2021--- 911**
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 Marshall County offered to donate 2008 Dodge Caravan to Animal Control for Animal Transport**
9. **Review – Discuss – Consider a Resolution Authorizing the Application for Funds from the West Virginia Department of Agriculture for the WV Spray/Neuter Assistance Program, Adopting All Special Conditions and Assurances Contained in said Grant; Appointing the President of the Harrison County Commission to Administer said Grant**
10. **Review – Discuss – Consider Attorney Engagement Letter --- Simmerman Law Office**

11. **Review – Discuss – Consider Budget Revisions-Transfers for the General County Fund – Coal Severance Fund – Vital Services Levy Fund and Other Associated Financial Reports or Matters**
12. **Review – Discuss – Consider Supplemental Agreement 1 for Harrison County North Rail Trail Phase 1 Recreational Trail Program (RTP) Project (State Project: U317-HAR/RI-6. 00)**
13. **Review – Discuss – Consider Casto Technical Services --- Quote --- Programing Changes and System Improvements --- Harrison County Senior Center**
14. **Review – Discuss – Consider Casto Technical Services --- Quote --- Provide and Install Ivu Standard --- Harrison County Senior Center**
15. **Review – Discuss – Consider Approval of Transfer of Leave per Approved Policy**
16. **Review – Discuss – Consider Precinct Boundary Lines for or in Shinnston**
17. **Review – Discuss – Consider Consolidation of Voting Precincts**
18. **Review – Discuss – Consider Preliminary Timeframe for Vital Service Levy and Mass Transit Levy**
19. **Review – Discuss – Consider Order Relating to Delinquent or Unprogressed Estates - Hearing Date & Time: March 10, 2021 --- 10:45 A.M.**
20. **Review – Discuss – Consider Having the Planning Department to Review & Provide Assessment on Activities --- Minutes of Public Service Districts**
21. **Review – Discuss – Consider Having the Grants & Special Projects Department to R eview & Provide Assessment on Financial Reports of Public Service Districts**
22. **Review – Discuss – Consider Operation, Maintenance Funding Agreement with West Fork Conservation District**
23. **Review – Discuss – Consider Staffing Plan for Courthouse Security**
24. **Review – Discuss – Consider the Employment of a County Engineer**
25. **Review – Discuss – Consider Purchase of Used Truck for:**
    - **Maintenance Department**
    - **Parks & Recreation Department**
26. **Review – Discuss – Consider Report from Commissioner David Hinkle on Meeting of the Benedum Airport Authority**
27. **Review – Discuss – Consider Proposal for the Evaluation of 609 W Main Street & 633 Pike Street**
28. **Commissioner Comments – Questions**

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

A. Minutes and/or Amended Minutes of Previous Meeting
   1. 01-21-2021

B. Requisitions --- Purchase Orders --- Invoices

C. Weekly Fiduciary Report from the County Clerk

D. Monthly Fiduciary Commission Settlements
   1. Dino S. Colombo
   2. Norma Jean Romesburg
   3. David D. Sanders

4. Cora Elaine Veltri

E. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts

F. Final Report of Special Funding Request --- Harrison County WV Historical Society

G. Report or Correspondence from WVU Center on Budget & Policy on Eliminating the Business Personal Property Tax

H. Correspondence from the Office of the State Auditor on Training Related to Budget Preparation

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

PAYROLL CHANGE NOTICE

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

NAME	ADDRESS
GARY KEITH	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✔ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	PG 8-7 $ 51574	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
- ☐ 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) STEP ADJUSTMENT TO MOVE IN LINE WITH PROMOTIONS AS SUBMITTED ON 1/13/2021

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 1/14/2021
HUMAN RESOURCES MANAGER	DATE 01-29-2021

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Amsterdam

A RESOLUTION AUTHORIZING THE APPLICATION FOR FUNDS FROM THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE FOR THE WV SPAY/NEUTER ASSISTANCE PROGRAM, ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID GRANT

WHEREAS, the Harrison County Commission wishes to participate by applying for the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, on behalf of the Harrison County Animal Control, and

WHEREAS, if awarded, the Harrison County Animal Control, through an application process, will have the ability to provide assistance to successful applicants to spay/neuter their animals, while controlling the pet overpopulation, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the participation in the West Virginia Department of Agriculture Spay and Neuter Assistance Program, and

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

The Harrison County Commission authorizes the application for the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, for the Harrison County Animal Control in the amount not to exceed Ten Thousand Dollars, ($10,000.00) and commits to the required match.

PASSED by the Harrison County Commission on this the 3rdth day of February 2021.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

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

January 22, 2021

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 generally continuing in duration, unless terminated by either of the parties in writing, at any time. Further, the Harrison County Commission shall annually review this arrangement, and Counsel's performance hereunder, to ensure that the public interest is being served by this relationship.

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 2021 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: _____

2021 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: _____

12

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

RECEIVED
JAN
HARRISON COUNTY
COMMISSION

Byrd E. White, III
Secretary of Transportation/
Commissioner of Highways

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

January 8, 2021

Mr. William A. Parker
Harrison County Administrator
Harrison County Commission
301 Main Street
Clarksburg, West Virginia 26301

Dear Mr. Parker:

The enclosed proposed Supplemental Agreement 1 is for the Harrison County North Rail Trail Phase 1 Recreational Trail Program (RTP) project (State Project: U317-HAR/RI-6. 00) in Harrison County. Please review the proposed supplemental agreement carefully as it will indicate the manner in which your project will be changed. If this proposed supplemental agreement does not fully reflect the project changes, please make any changes you feel are appropriate and return the revised document for our consideration.

If this proposed agreement is acceptable, please sign all three originals and return them to Mr. Mark Scoular, West Virginia Division of Highways, Planning Division, Building 5, Room 740, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. *Do not date the front page, paragraph one*, as this date will be entered when the supplemental agreement is fully executed. Once the supplemental agreement is fully executed, you will receive one original for your files.

Should you have any questions, please contact Mr. Mark Scoular, Project Manager with our Grant Administration Unit within Planning Division, at (304) 414-6937 or by email at R.Mark.Scoular@wv.gov.

Sincerely,

Jimmy Wriston, P.E.

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

JW:Ms

Enclosures

DocuSign Envelope ID: 26D61008-70C8-4C72-BE04-6723940DCAEE

WEST VIRGINIA

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SUPPLEMENTAL AGREEMENT 1

FOR

CHANGE IN FUNDING

STATE PROJECT: U317-HAR/RI-6. 00

FEDERAL PROJECT: NRT-2015(282)DTC DESIGN
NRT-2015(283)D CONSTRUCTION

HARRISON CO NORTH RAIL TRL PHASE 1

HARRISON COUNTY

THIS AGREEMENT, executed in triplicate, made and entered into this _____ day of _____, 202___, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called "**DEPARTMENT**," and the **HARRISON COUNTY COMMISSION**, hereinafter called "**SPONSOR**", supplementing that certain Agreement between the aforementioned parties dated, May 11, 2020. This agreement rescinds and replaces the funding of the original agreement;

DocuSign Envelope ID: 26D61008-70C8-4C72-BE04-6723940DCAEE

WITNESSETH that,

WHEREAS, the original Agreement provided for the participation of **DEPARTMENT** and **SPONSOR** in a project for the construction of a rail trail; and

WHEREAS, SPONSOR, now requests change in funding for the project; and

WHEREAS, the **DEPARTMENT** has approved the **SPONSOR'S** request to move funding from HARRISON CO SOUTHERN RAIL TRL (U317-HAR/RI-7.00 & TAP-2015(287)D) to this project so that both projects can be awarded for construction; and

NOW, THEREFORE, for the considerations hereinafter stated, the **DEPARTMENT** and the **SPONSOR** agree as follows:

CHANGE IN FUNDING

That the funding for the Construction Phase in the aforementioned original Agreement is increased by thirty-three thousand five hundred fifty-five dollars and eighty-four cents ($33,555.84) from ninety-seven thousand four hundred fifty-seven dollars ($97,457.00) to one hundred and thirty-one thousand and twelve dollars and eighty-four cents ($131,012.84). The Federal funds toward Construction Phase is increased by twenty-six thousand eight hundred and forty-four dollars and sixty-seven cents

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($26,844.67) from seventy-seven thousand nine hundred sixty-five dollars and sixty cents ($77,965.60) to one hundred and four thousand eight hundred and ten dollars and twenty-seven cents ($104,810.27). The **SPONSOR'S** share toward the Construction Phase is increased by six thousand seven hundred and eleven dollars and fifty-seven cents ($6,711.57) from nineteen thousand four hurdred and ninety-one dollars and forty cents ($19,491.40) to twenty-six thousand two hundred and two dollars and fifty-seven cents ($26,202.57).

No additional funds are required by **SPONSOR** at this time. Additional funds described above will be reallocated from HARRISON CO SOUTHERN RAIL TRL from check previously submitted by **SPONSOR**. **SPONSOR** submitted to **DEPARTMENT** a certified check to the West Virginia Division of Highways on April 16, 2020 in the amount of ninety-nine thousand eight hundred ninety dollars and fifty cents ($99,890.50).

INCORPORATED BY REFERENCE

It is understood and agreed by the parties hereto that all the terms and provisions contained in the hereto referenced original Agreement between the **DEPARTMENT** and the **SPONSOR**, dated May 11, 2020, is to continue in full force and effect except as modified and/or altered by this Supplemental Agreement 1.

DocuSign Envelope ID: 26D61008-70C8-4C72-BE04-6723940DCAEE

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

_____ _____

(*signature*) (*title*)

HARRISON COUNTY COMMISSION

_____ _____

(*signature*) (*title*)

(To be executed in triplicate)

Distribution:

Harrison County Commission
Planning Division
Legal Division

APPROVED AS TO FORM ON

12/29/2020

ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION.
DIVISION OF HIGHWAYS

DocuSigned by:
Christopher Amos
C3B74AA22EF0454...

NUMBER: 2012064

CASTO Technical Services

We make buildings work...Better!

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301
Fax 304-346-8920

QUOTE 13

Client: Harrison County Commission
Contact: Greg Dale
Date: 1/25/2021

Location: Clarksburg, WV

PROJECT: Programming Changes and System Improvements - Harrison County Senior Center

SCOPE OF WORK:
Make programming changes and system improvements at the on the boiler, AHU, and VAV boxes Harrison County Senior Center
Provide and Install the following items:
1 XP IO Module
1 Duct Static Pressure Transducer
5 RIB Relays
5 Duct Temp Sensors

The stated price **$4,293.18**
The stated price listed above is for the above scope of work (including all state and local taxes). Additional services, repairs, or improvements that are not presented in the above description are excluded from this price.

EXCLUSIONS:
1. Network Drop and IP adrress to be provided by the customer.
2. Repairs to existing controls.
3. The price of a performance/payment bond
4. The cost of permits and inspections by outside authorities

CLARIFICATIONS:
1. Our terms are net 30 days.
2. Price will be held firm for 60 days.
3. Work will be performed during normal working hours
4. Normal working hours are M-F 8:00 am to 4:30 pm.
5. 1-Year Parts and Labor Warranty is Included

APPROVED:

Harrison County Commission

_____
Authorized Representative

_____
Title

_____
Acceptance Date

_____
Purchase Order Number

APPROVED:

CASTO TECHNICAL SERVICES

Travis Criner
Authorized Representative

BAS Department Manager
Title

1/25/2021
Proposal Date

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Casto Technical Services, Inc. and "Customer" shall mean Harrison County Commission.

1. Acceptance; Agreement

a. These terms and conditions (these "Terms") are an integral part of Company's offer as set forth in the attached proposal, dated as of the 25 day of January 2021 the ("Proposal") presented to the Customer. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the "Agreement") of the Company and Customer for the services described in the Proposal (the "Work").

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer's adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer's proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer's acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer's credit profile be determined to be unacceptable to Company in Company's exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer's tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer's act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer's act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company's overtime, special or emergency rates for all work performed outside of Company's normal business hours.

3. Payment

a. Customer shall pay Company's invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if these costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plats, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

b. Customer represents and warrants that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work.

c. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

d. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Limited Warranty; Warranty Exclusions

a. Company warrants that the labor portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion, including, but not limited to, any obligation of Company for equipment start-up, if provided in the Proposal (the "Warranty Period"). Defects in the Service must be reported to Company within the Warranty Period. Company's obligation under the warranty is limited to correcting any improperly performed labor. No liability whatsoever shall attach to Company until the Services have been paid for in full.

b. Company does not make, and expressly disclaims, any representations or warranties for any materials, equipment, manufactured goods, parts, machinery, or components nor for any damages or failures related to the foregoing arising from any cause, including but not limited to: (a) wear and tear; corrosion, erosion, deterioration; (b) Customer's failure to follow any maintenance plan as provided by Company or the manufacturer; (c) or any damages or losses resulting from modifications made by others to equipment. Some components of the equipment described in the Proposal may be warranted directly from the component supplier or manufacturer, in which event the warranty given by such component supplier or manufacturer may apply, however, such coverage claims shall be made by Customer not by Company.

c. Notwithstanding the foregoing, all warranties provided herein shall terminate upon termination or cancellation of this Agreement.

d. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnity.

a. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

b. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any claims against Company that arise from any failure of Customer to obtain any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work as required by this Agreement.

c. Customer shall indemnify Company, its employees, contractors, agents, officers and directors, from any and all claims of any kind or character stemming from any assertion by any party that Company or its employees, contractors, agents, officers and directors were not permitted, or properly authorized to, access to the Work site during regular business hours, or such other hours as may be requested by Company, including sufficient areas for staging, mobilization, and storage and for any claims related in any way to Company's access to correct any emergency condition.

d. The requirements of Section 16(b) and 16(c) shall not be subject to the limitation on actions set forth in Section 21(b) of this Agreement.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION PRODUCT LOSS, LOST REVENUE, OR LOST PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. In the event that Company nevertheless is found liable for any damages, they shall be limited to the purchase price of the Services for any one location of Customer over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS FOUND AT ANY OF CUSTOMER'S LOCATIONS.

18. Commencement of Statutory Limitation Period. Except as to warranty claims and any claims by Company for indemnification under this Agreement, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Casto Technical Services, Inc. or its subcontractors physically performed work on the project site.

19. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

Commercial General Liability	$1,000,000 Each Occurrence Limit – CSL (Bodily Injury and Property Damage)
Automobile Liability	$1,000,000 Each Accident – CSL (Bodily Injury and Property Damage)
Workers Compensation	Statutory Limits
Employer's Liability	$1,000,000 Bodily Injury by Accident – Each Accident
	$1,000,000 Bodily Injury by Disease – Policy Limit
	$1,000,000 Bodily Injury by Disease – Each Employee

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to the use of an Additional Insured endorsement form that has been approved by the appropriate state insurance department for use under its primary Commercial General Liability policy. In no event does Company waive its right of subrogation.

20. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or, at Company's option, (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

21. General.

a. Governing Law; Venue. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of West Virginia, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the State of West Virginia.

b. Time Limitation on Claims. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.

c. Entire Agreement; Modification. This Agreement, together with all of the attachments and exhibits included herewith, contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

d. Provisions Severable. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto.

e. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. Company may assign, transfer or convey this Agreement at any time without the consent of the Customer.

f. Counterparts. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States.

23. Subcontractors. Nothing in this Agreement shall limit the right of Company to utilize contractors and subcontractors to complete the Work as called for in this Agreement.

24. No Third Party Beneficiaries. This Agreement is for the benefit of the parties who are signatories hereto and it shall not give rise to any claims by, nor be enforced against either party by, or for the benefit of, any third party.

CASTO Technical Services

We make buildings work...Better!

QUOTE

Client: Harrison County Commission
Contact: Greg Dale
Date: 1/25/2021

Location: Clarksburg, WV

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301
Fax 304-346-8920

PROJECT: Provide and Install Ivu Standard - Harrison County Senior Center

SCOPE OF WORK:
Provide and Install a Carrier Ivu at the Harrison County Senior Center

The stated price **$5,045.94**
The stated price listed above is for the above scope of work (including all state and local taxes). Additional services, repairs, or improvements that are not presented in the above description are excluded from this price.

EXCLUSIONS:
1. Network Drop and IP adrress to be provided by the customer.
2. Repairs to existing controls.
3. The price of a performance/payment bond
4. The cost of permits and inspections by outside authorities

CLARIFICATIONS:
1. Our terms are net 30 days.
2. Price will be held firm for 60 days.
3. Work will be performed during normal working hours
4. Normal working hours are M-F 8:00 am to 4:30 pm.
5. 1-Year Parts and Labor Warranty is Included

APPROVED:

Harrison County Commission

_____
Authorized Representative

_____
Title

_____
Acceptance Date

_____
Purchase Order Number

APPROVED:

CASTO TECHNICAL SERVICES

Travis Criner
Authorized Representative

BAS Department Manager
Title

1/25/2021
Proposal Date

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Casto Technical Services, Inc. and "Customer" shall mean Harrison County Commission.

1. Acceptance; Agreement

a. These terms and conditions (these "Terms") are an integral part of Company's offer as set forth in the attached proposal, dated as of the 25 day of January 2021 the ("Proposal") presented to the Customer. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the "Agreement") of the Company and Customer for the services described in the Proposal (the "Work").

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer's adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer's proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer's acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer's credit profile be determined to be unacceptable to Company in Company's exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer's tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer's act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer's act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company's overtime, special or emergency rates for all work performed outside of Company's normal business hours.

3. Payment

a. Customer shall pay Company's invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work to compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plats, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

b. Customer represents and warrants that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work.

c. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

d. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Limited Warranty; Warranty Exclusions

a. Company warrants that the labor portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion, including, but not limited to, any obligation of Company for equipment start-up, if provided in the Proposal (the "Warranty Period"). Defects in the Service must be reported to Company within the Warranty Period. Company's obligation under the warranty is limited to correcting any improperly performed labor. No liability whatsoever shall attach to Company until the Services have been paid for in full.

b. Company does not make, and expressly disclaims, any representations or warranties for any materials, equipment, manufactured goods, parts, machinery, or components nor for any damages or failures related to the foregoing arising from any cause, including but not limited to: (a) wear and tear; corrosion, erosion, deterioration; (b) Customer's failure to follow any maintenance plan as provided by Company or the manufacturer; (c) or any damages or losses resulting from modifications made by others to equipment. Some components of the equipment described in the Proposal may be warranted directly from the component supplier or manufacturer, in which event the warranty given by such component supplier or manufacturer may apply, however, such coverage claims shall be made by Customer not by Company.

c. Notwithstanding the foregoing, all warranties provided herein shall terminate upon termination or cancellation of this Agreement.

d. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnity.

a. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

b. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any claims against Company that arise from any failure of Customer to obtain any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work as required by this Agreement.

c. Customer shall indemnify Company, its employees, contractors, agents, officers and directors, from any and all claims of any kind or character stemming from any assertion by any party that Company or its employees, contractors, agents, officers and directors were not permitted, or properly authorized to, access to the Work site during regular business hours, or such other hours as may be requested by Company, including sufficient areas for staging, mobilization, and storage and for any claims related in any way to Company's access to correct any emergency condition.

d. The requirements of Section 16(b) and 16(c) shall not be subject to the limitation on actions set forth in Section 21(b) of this Agreement.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION PRODUCT LOSS, LOST REVENUE, OR LOST PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. In the event that Company nevertheless is found liable for any damages, they shall be limited to the purchase price of the Services for any one location of Customer over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS FOUND AT ANY OF CUSTOMER'S LOCATIONS.

18. Commencement of Statutory Limitation Period. Except as to warranty claims and any claims by Company for indemnification under this Agreement, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Canto Technical Services, Inc. or its subcontractors physically performed work on the project site.

19. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

Commercial General Liability	$1,000,000 Each Occurrence Limit – CSL (Bodily Injury and Property Damage)
Automobile Liability	$1,000,000 Each Accident – CSL (Bodily Injury and Property Damage)
Workers Compensation	Statutory Limits
Employer's Liability	$1,000,000 Bodily Injury by Accident – Each Accident
	$1,000,000 Bodily Injury by Disease – Policy Limit
	$1,000,000 Bodily Injury by Disease – Each Employee

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to the use of an Additional Insured endorsement form that has been approved by the appropriate state insurance department for use under its primary Commercial General Liability policy. In no event does Company waive its right of subrogation.

20. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or, at Company's option, (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

21. General.

a. Governing Law; Venue. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of West Virginia, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the State of West Virginia.

b. Time Limitation on Claims. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.

c. Entire Agreement; Modification. This Agreement, together with all of the attachments and exhibits included herewith, contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

d. Provisions Severable. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto.

e. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. Company may assign, transfer or convey this Agreement at any time without the consent of the Customer.

f. Counterparts. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States.

23. Subcontractors. Nothing in this Agreement shall limit the right of Company to utilize contractors and subcontractors to complete the Work as called for in this Agreement.

24. No Third Party Beneficiaries. This Agreement is for the benefit of the parties who are signatories hereto and it shall not give rise to any claims by, nor be enforced against either party by, or for the benefit of, any third party.

TRANSFER OF LEAVE

Employee	Hours Transfer Harrison County	Previous Employer	Verfication Received	Approval Date of Harrison County Commission
Christina L. Murphy	480	Harrison County Schools	Yes	16-Dec-20
William A. Parker	480	Upshur County Commission	Yes	16-Dec-20
Laura J. Pysz	66	City of Bridgeport	Yes	16-Dec-20
Robert G. Waybright	126	City of Bridgeport	Yes	30-Dec-20
Gary M. Hamrick	465.5	State of WV - DHHR	Yes	13-Jan-21
Rebecca S. Keller	137.03	State of WV - DHHR	Yes	13-Jan-21
Mark Senderak	480	Sheriff's Office - Harrison County	Yes	13-Jan-21
Wayne D. Snyder	480	State of WV - State Police	Yes	13-Jan-21
James Terrango	480	State of WV - Auditor	Yes	13-Jan-21
Robert Adam Titchenal	480	Sheriff's Office - Harrison County	Yes	13-Jan-21
Andrew Valentine	375.75	WV Regional Jail Authority	Yes	13-Jan-21
Mark E. Waggamon	480	State of WV - State Police	Yes	13-Jan-21
Wayne Worth	64.73	State of WV - DHHR	Yes	13-Jan-21
Zachary Bartlett	194	State of WV - Division of Corrections	Yes	
Larry Jay Brewer	478	Town of Nutter Fort	Yes	
William J Cummingham	256	City of Bridgeport	Yes	
Brian Deem	208	State of WV - Division of Corrections	Yes	
Michael P. Hammond	480	City of Bridgeport	Yes	
James M. Kennedy	205	Upshur County Commission	Yes	
Jeffrey F. Petroski	452	City of Bridgeport	Yes	
Zach Kesling	480	Town of Stonewood	Yes	
Harley F. Lane	236	Town of Nutter Fort	Yes	
Benjamin Long	480	WV Regional Jail Authority	Yes	
John W. Morgan	364	WV Regional Jail Authority	Yes	
Donald J. Navarini	424	State of WV - Auditor	Yes	
Johnna Post	412	City of Clarksburg	Yes	
Stephanie Southern	480	State of WV - Salem Correctional	Yes	

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS AND REHABILITATION

BETSY C. JIVIDEN
COMMISSIONER

JOSEPH S. WOOD
SUPERINTENDENT

JEFF S. SANDY, CAMS, CFE
CABINET SECRETARY

North Central Regional Jail & Correctional Facility
#1 Lois Lane
Greenwood, WV 26415
P: (304) 873-1384
F: (304) 873-1381

January 13, 2021

To Whom It May Concern:

Zachary Bartlett, SS# xxx-xx-7211, had 194 hours of sick leave at the end of his employment in October 2011.

Beverly Rollins

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

Town of Nutter Fort
1415 Buckhannon Pike Nutter Fort WV 26301 Ph: 304-622-7713 Fax: 304-623-0288

January 11, 2021

Chief E.S. Lattea
Harrison County Sheriff's Department
420 Buckhannon Pike
Nutter Fort, WV 26301

SUBJECT: Larry Brewer Sick Time

Dear Chief Lattea:

At the time Mr. Larry Brewer left the Town of Nutter Fort, he had a remaining balance of 478 hours of accumulated sick time left. The Town of Nutter Fort was and is currently a PERS contributor.

If you have any questions or concerns, please feel free to contact me at 304.622.7713 x102 or my cell is 304.841.8826.

Sincerely,

Leslie Cummings
Treasurer

Gmail Michael Hammond <michael.hammond07@gmail.com>

FW: 256 sick hours were written off/ William J Cunningham

1 message

Sherri Matheny <smatheny@bridgeportwv.com> Mon, Jan 11, 2021 at 10:27 AM
To: "Mike Hammond (michael.hammond07@gmail.com)" <michael.hammond07@gmail.com>

See below.

Sherri Matheny

Payroll Manager/Benefit Specialist

City of Bridgeport

515 West Main Street

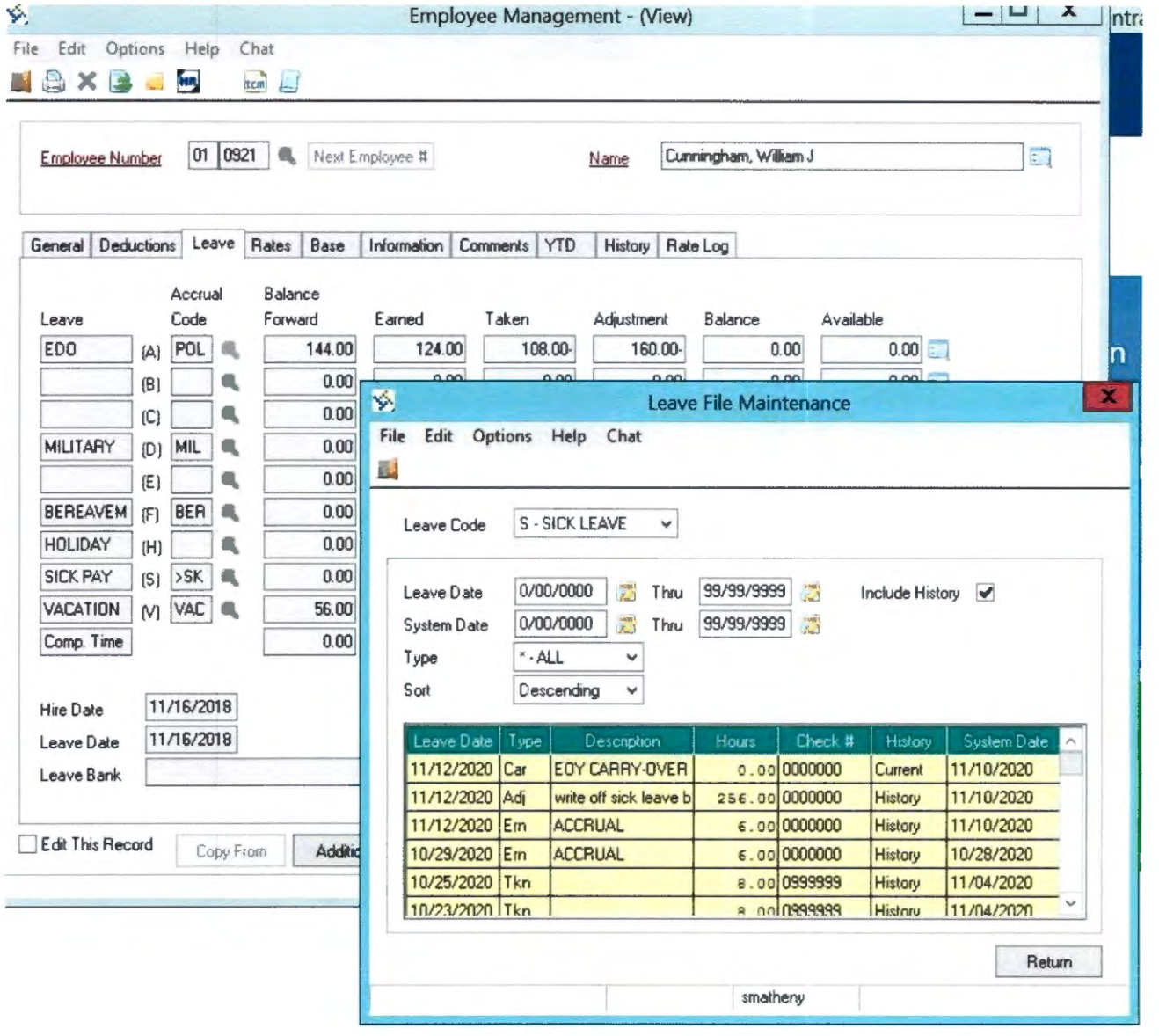
Bridgeport, WV 26330

304-842-8234

304-848-6140

From: Sherri Matheny
Sent: Friday, January 8, 2021 9:37 AM
To: Michael P. Hammond <mphammond@harrisoncountywv.gov>
Subject: RE: 256 sick hours were written off/ William J Cunningham

From: Sherri Matheny
Sent: Thursday, January 7, 2021 9:31 AM
To: Michael P. Hammond <mphammond@harrisoncountywv.gov>
Subject: RE: 256 sick hours were written off/ William J Cunningham



Sherri Matheny

Payroll Manager/Benefit Specialist

City of Bridgeport

515 West Main Street

Bridgeport, WV 26330

304-842-8234

304-848-6140

From: Sherri Matheny
Sent: Thursday, January 7, 2021 9:29 AM
To: Michael P. Hammond <mphammond@harrisoncountywv.gov>
Subject: 508 sick hours were written off

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS AND REHABILITATION

BETSY C. JIVIDEN
COMMISSIONER

JOSEPH S. WOOD
SUPERINTENDENT

JEFF S. SANDY, CAMS, CFE
CABINET SECRETARY

North Central Regional Jail & Correctional Facility
#1 Lois Lane
Greenwood, WV 26415
P: (304) 873-1384
F: (304) 873-1381

January 13, 2021

To Whom It May Concern:

Brian Deem, SS# xxx-xx-8912, had 208 hours of sick leave at the end of his employment in January 2009.

Beverly Rollins

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

Gmail Michael Hammond <michael.hammond07@gmail.com>

FW: 508 sick hours were written off

1 message

Sherri Matheny <smatheny@bridgeportwv.com> Mon, Jan 11, 2021 at 10:27 AM
To: "Mike Hammond (michael.hammond07@gmail.com)" <michael.hammond07@gmail.com>

See below.

480 MAY

Sherri Matheny

Payroll Manager/Benefit Specialist

City of Bridgeport

515 West Main Street

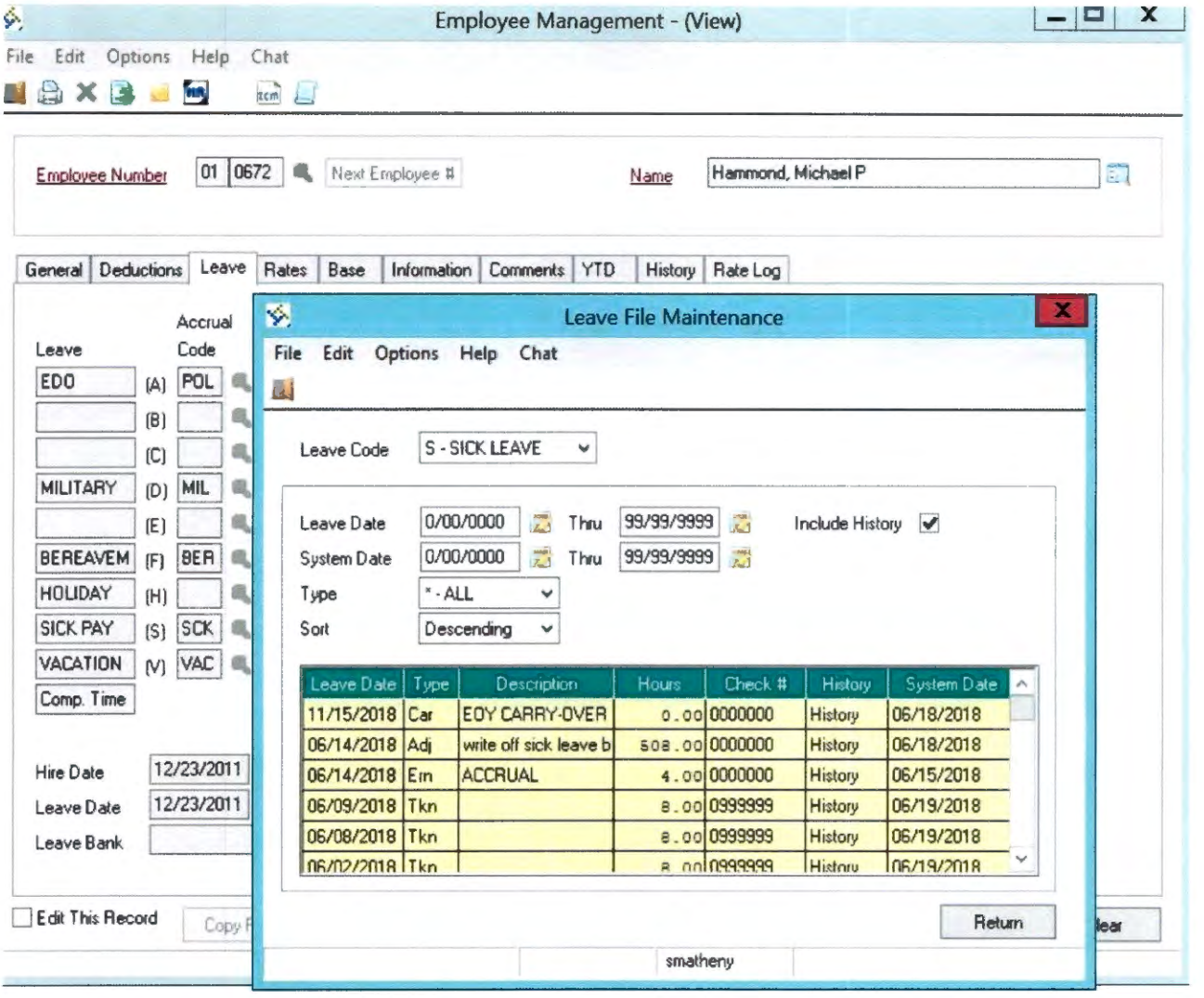
Bridgeport, WV 26330

304-842-8234

304-848-6140

From: Sherri Matheny
Sent: Friday, January 8, 2021 9:37 AM
To: Michael P. Hammond <mphammond@harrisoncountywv.gov>
Subject: RE: 508 sick hours were written off

From: Sherri Matheny
Sent: Thursday, January 7, 2021 9:29 AM
To: Michael P. Hammond <mphammond@harrisoncountywv.gov>
Subject: 508 sick hours were written off



Sherri Matheny

Payroll Manager/Benefit Specialist

City of Bridgeport

515 West Main Street

Bridgeport, WV 26330

304-842-8234

304-848-6140

CAROL J. SMITH
UPSHUR COUNTY CLERK
Upshur County Courthouse
40 West Main Street, Room 101 • Buckhannon, West Virginia 26201
Telephone: (304) 472-1068 • Fax: (304) 472-1029

December 10, 2020

To Whom It May Concern:

Please let this letter be confirmation that James M. Kennedy had 205 sick leave hours when he left Upshur County.

If you have any questions, please don't hesitate to call.

Sincerely,

Debra A. Hull

Debra A. Hull
Deputy County Clerk
Bookkeeper/Payroll

UPSHUR COUNTY EMPLOYEE TIMESHEET

EMPLOYEE NAME: J.M. Kennedy SOCIAL SECURITY NUMBER: XXX-XX-XXXX

EMPLOYEE SIGNATURE: [signature] SUPERVISOR'S APPROVAL: [signature]

WEEK END:

	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	WORK HOURS	SICK HOURS	VAC HOURS	HOLIDAY HOURS	COMP HOURS	TOTAL HOURS
SUNDAY	8-10-14	0000	0800			8 ✓					8
MONDAY	8-11-14	0000	0800			8 ✓					8
TUESDAY	8-12-14					OFF					OFF
WEDNESDAY	8-13-14	0700	1500			8 ✓					8
THURSDAY	8-14-14	0700	1500			8 ✓					8
FRIDAY	8-15-14	0700	1500			8 ✓					8
SATURDAY	8-16-14	DOD					~~8~~				~~8~~
TOTAL						40	~~8~~				~~48~~ 40

WEEK END:

	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	WORK HOURS	SICK HOURS	VAC HOURS	HOLIDAY HOURS	COMP HOURS	TOTAL HOURS
SUNDAY	8-17-14	DOD					~~8~~				~~8~~
MONDAY	8-18-14					—					—
TUESDAY	8-19-14					—					—
WEDNESDAY	8-20-14					—					—
THURSDAY	8-21-14					—					—
FRIDAY	8-22-14					—					—
SATURDAY	8-23-14					—					—
TOTAL							~~8~~				~~8~~
2 WEEK TOTAL							16				~~56~~ 40

VACATION TIME HOURS
(8 HOURS = 1 DAY)

CARRYOVER PREV YR HRS	76
PLUS CURRENT YR VAC HRS	120
TOTAL HOURS AVAILABLE	196
LESS HOURS USED PREV PD	0
LESS HOURS USED THIS PD	0
TOTAL HOURS AVAILABLE	196
= DAYS	24.5

SICK LEAVE
(8 HOURS = 1 DAY)

TOTAL FROM PREV PD	215.5
LESS HOURS USED NOW	16
PLUS HRS ACCRUED	5.5
TOTAL HRS AVAILABLE	205

COMP TIME

TOTAL FROM PREV PD	41
LESS HRS USED ABOVE	0
PLUS HRS ACCRUED ABOVE	0
TOTAL HRS AVAILABLE	41

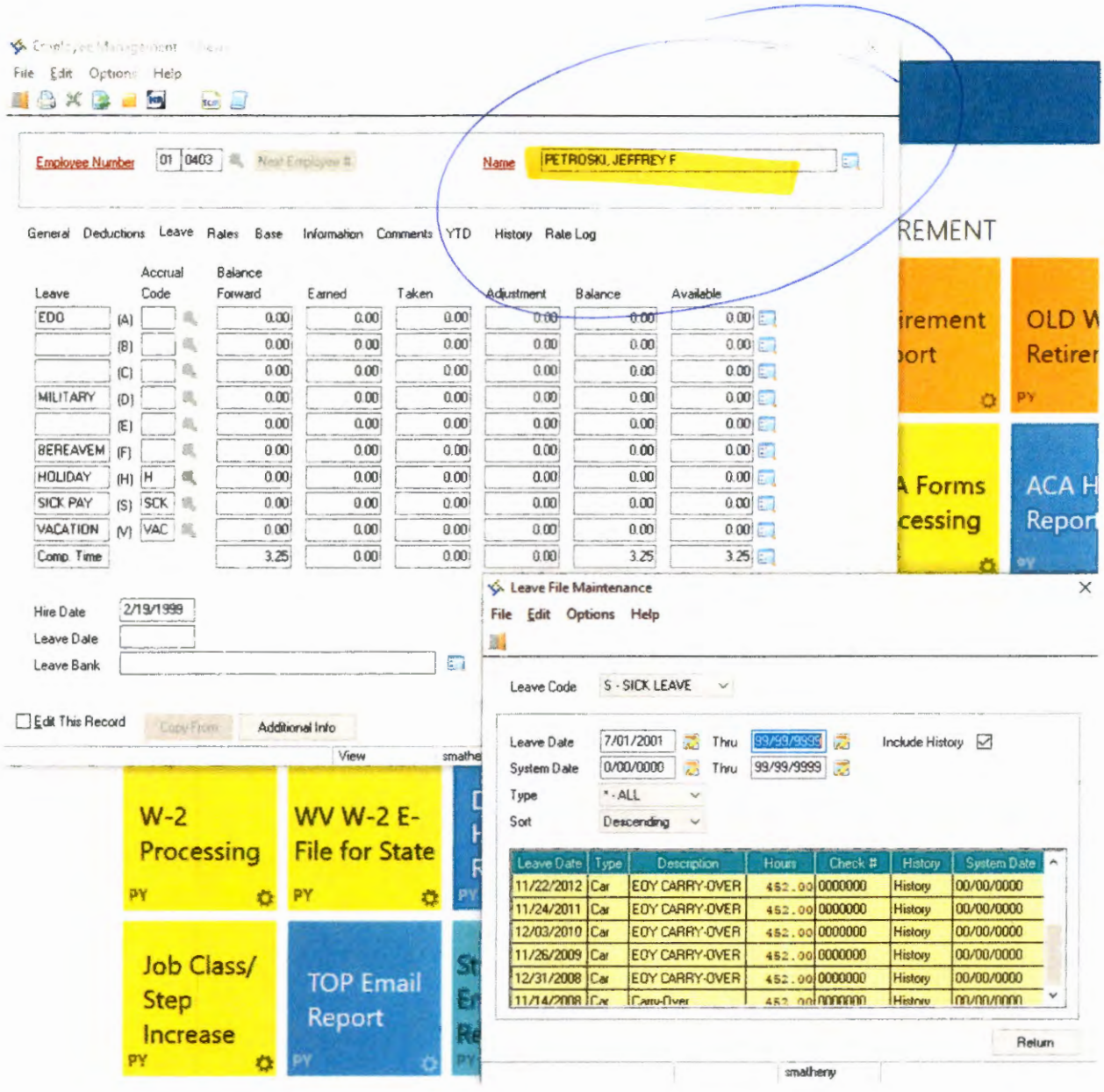
HRly 40
Comp 41
Vac 156
81

No Retirement

Carry over 76 Due
2014 earned 80/156 hrs

(EMPLOYEE MUST COMPLETE AND RETURN TO THE ELECTED OFFICIAL ON OR BEFORE THE LAST WORK DAY OF THE PAY PERIOD.)
(ELECTED OFFICIAL MUST FILE WITH THE PAYROLL DEPT ON OR BEFORE NOON MONDAY FOLLOWING THIS PAY PERIOD.)
(ON THE LAST PAY PERIOD OF THE YEAR SICK TIME IS ACCRUED AT 8.5 HOURS)

REVISED 1-2008


File Edit Options Help
Employee Number 01 0403 Next Employee #
Name PETROSKI, JEFFREY F
General Deductions Leave Rates Base Information Comments YTD History Rate Log
Leave
Accrual Code
Balance Forward
Earned
Taken
Adjustment
Balance
Available
EDO (A)
(B)
(C)
MILITARY (D)
(E)
BEREAVEM (F)
HOLIDAY (H) H
SICK PAY (S) SCK
VACATION (V) VAC
Comp Time 3.25
Hire Date 2/19/1999
Leave Date
Leave Bank
Edit This Record
Copy From
Additional Info
View
Leave File Maintenance
File Edit Options Help
Leave Code S - SICK LEAVE
Leave Date 7/01/2001 Thru 99/99/9999
System Date 0/00/0000 Thru 99/99/9999
Include History
Type * - ALL
Sort Descending
Leave Date | Type | Description | Hours | Check # | History | System Date
11/22/2012 | Car | EOY CARRY-OVER | 452.00 | 0000000 | History | 00/00/0000
11/24/2011 | Car | EOY CARRY-OVER | 452.00 | 0000000 | History | 00/00/0000
12/03/2010 | Car | EOY CARRY-OVER | 452.00 | 0000000 | History | 00/00/0000
11/26/2009 | Car | EOY CARRY-OVER | 452.00 | 0000000 | History | 00/00/0000
12/31/2008 | Car | EOY CARRY-OVER | 452.00 | 0000000 | History | 00/00/0000
Return
smatheny
W-2 Processing PY
WV W-2 E-File for State PY
Job Class/ Step Increase PY
TOP Email Report PY
OLD W Retirer PY
ACA H Report PY

Chief,

This is my letter from The City of Stonewood for my unused sick time while I was employed there, that can be carried over to here.

If I need anything else just let me know.

Thanks Zach Kesling

MAYOR
James K. Terango
FIRE CHIEF
Ron Woods
POLICE CHIEF
Michael Secreto
STREET SUPERVISOR
Richard Cox
CITY CLERK
Crystal Johnson

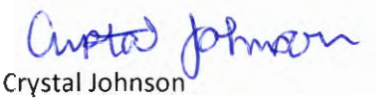
Town of Stonewood
Incorporated in 1947
8052 Southern Avenue
Stonewood, WV 26301
Phone (304) 623-2919
Equal Opportunity Employer
"Working Together For a Better Community"

RECORDER
Danny Phares
Council
Patrick Marozzi
Kim Nicholson
Jim Nutter
Jackie Carrico
Mike Hyman

December 11, 2020

To whom it concerns,

This is to verify at the end of Zach Kesling's employment in May 2018, he had sixty sick days accumulated that were not used. If you should have any questions, please feel free to contact me at (304) 623-2919 x. 3.



Crystal Johnson
City Clerk

HARRISON COUNTY
SHERIFF AND TREASURER
ROBERT G. MATHENY

420 BUCKHANNON PIKE
NUTTER FORT, WEST VIRGINIA 26301
PHONE (304) 423-7700 FAX (304) 423-7945

January 11, 2021

To: Chief Deputy E.S. Lattea

From: Sgt. H.F. Lane

Subject: Interoffice Memo 0000020 New Sick time policy from County Commission

Chief,

I have obtained the letter from my previous employer Town of Nutter Fort and have attached it to this letter. According to their records I have a remaining balance of 236 hours or 29.5 days.

Should you need anything further, please let me know.

Respectfully,

Sgt Harley Lane

Town of Nutter Fort
1415 Buckhannon Pike Nutter Fort WV 26301 Ph: 304-622-7713 Fax: 304-623-0288

January 11, 2021

Chief E.S. Lattea
Harrison County Sheriff's Department
420 Buckhannon Pike
Nutter Fort, WV 26301

SUBJECT: Harley Lane Sick Time

Dear Chief Lattea:

At the time Mr. Harley Lane left the Town of Nutter Fort, he had a remaining balance of 236 hours of accumulated sick time left. The Town of Nutter Fort was and is currently a PERS contributor.

If you have any questions or concerns, please feel free to contact me at 304.622.7713 x102 or my cell is 304.841.8826.

Sincerely,

Leslie Cummings
Treasurer

WV Regional Jail Authority

Employee Separation Cover

DATE: 7-13-17

Employee Name: Benjamin Long

Position Title: CO II

Position #: 6094

Facility: NCRJ

Please check one:

- [x] Resignation
- [ ] Dismissal
- [ ] Dismissal for Job Abandonment
- [ ] Transfer
- [ ] Retirement

Last Day Worked: 7-12-17

Last Day Paid: 7-12-17

480 hrs MAX

Annual Leave Balance: 301.9

Sick Leave Balance: 672.88 hrs. - 84.11 DAYS

Holiday Balance: 0

Severance Pay Hours (if applicable): 0

Reason for Resignation/Dismissal: other employment

If transfer, what agency:

HR Manager (or designee) Signature:

Administrator (or designee) Signature:

Personnel Action Form (*** WV11 LOG DATA ***) Reference: RJ06376

Org: 0615 REGIONAL JAIL & CORRECTIO FACILITY: NCRJ

Lname: MORGAN First: JOHN Md: WESLEY Gen:
SS#: Sex:M Race:W Birth Date:
St: City: JANE LEW State: WV Zip 26378
County: LEWIS EPICS#: 0000340861 Eff/Date: 09/01/2005 Hrs:00 Min:00

TRANSACTION TYPE

Tran	Code	Cause	Ann.Sal	M.Sal	%	Description
SW	RS	A	22964.00	1913.66	0.00	RESIGNED-ACCEPT OTHER EMPLOYMT
			0.00	0.00	0.00	
			0.00	0.00	0.00	Req#:
			0.00	0.00	0.00	VacDt:

TransTo: Leave Abs: From: To: Hrs:00 Min:00
Last Wrk Dt:09/01/2005 Hrs:07 Min:59 Last Day on Payrl:09/01/2005 Hrs:07 Min:59
Leave Pd: Annl: 289.50 Sick: 0.00 Leave Bal: Annl: 0.00 Sick: 364.00 45.5

CURRENT BUDGET INFORMATION

Pos#:00725 Title:COROFF II FLSA: Eff/Date:07/01/2005
PayPer:24 Hrly:N Hr.Rate:0.00 Mo.Rate: 1913.66
C/E:E EEO-4:D Class:8912 Grade:010 Step:000 Sup:N FTE:1.00

ACCOUNT NUMBER

FUND	FY	ORG	ACT	UNIT	FTE	ANNUAL	INCREMENT	TOTAL
6667	2006	0615	099	009000	1.00	22964.00	650.00	23614.00
					.00	.00	.00	.00
					.00	.00	.00	.00
					.00	.00	.00	.00
Total					1.00	22964.00	650.00	23614.00

PROPOSED BUDGET INFORMATION

Pos#:00725 Title:COROFF II FLSA: Eff/Date:09/01/2005
PayPer:24 Hrly:N Hr.Rate:0.00 Mo.Rate: 1913.66
C/E:E EEO-4:D Class:8912 Grade:010 Step:000 Sup:N FTE:1.00

ACCOUNT NUMBER

FUND	FY	ORG	ACT	UNIT	FTE	ANNUAL	INCREMENT	TOTAL
6667	2006	0615	099	009000	1.00	22964.00	650.00	23614.00
					.00	.00	.00	.00
					.00	.00	.00	.00
					.00	.00	.00	.00
Total					1.00	22964.00	650.00	23614.00

JUSTIFICATION

RESIGNATION TO ACCEPT OTHER EMPLOYMENT, EFFECTIVE 9/1/05.

Pending Date/By: 09/01/2005 ***APPROVAL HISTORY WV-11 LOG DATA***
MELISSA D MURPHY

Status Date	Aprv Org	Approval Organization Name	Approval Name	Stat
09-02-2005	0684	REGIONAL JAIL SIGNING AUTHORITY	PLEAR, JIMMY	A
09-02-2005	0697	MAPS CABINET SECY SIGN AUTH	WIMER, BARBARA	A
09-06-2005	0296	STATE BUDGET OFFICE SIGN AUTH	FOWLKES, CATHIE	A
09-06-2005	0209	STATE BUDGET OFFICE	COX, JACKIE C	

364 Hours
01-29-2021

STATE OF WEST VIRGINIA

WEST VIRGINIA Division of Administrative Services

Jim Justice
Governor

1201 Greenbrier Street
Charleston, WV 25311
(304) 558-2350
FAX: (304) 558-4878

Jeff S. Sandy, CAMS, CFE
Cabinet Secretary

Michael W. Cutlip
Director

Fax Cover Sheet

Date 1/14/2021

Please deliver the following **2** page(s) to **Harrison County Comm.**

Fax Number: **304-624-8533**

From: **Emily Siford**

Comments:

Attention: Roger Lindsay

Confidentiality Notice

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that any dissemination, distribution or reproduction of this facsimile message is strictly prohibited. If you have received this facsimile message in error, please immediately notify us by telephone and return original message to us at the address listed above via the U.S. Postal Service. Thank you

WV State Auditor's Office

DONALD J NAVARINI

Employee Department: 0608
Employee Unit: 8381
Total Gross Amt: $3,864.46
YTD Gross Amt: $18,314.80
Total Deductions Amt: $1,337.96
Net Pay Amt: $2,526.50

Reissue: No
Pay Location: 2970
Pay Period End Date: 12-09-2016
Check Date: 12-23-2016
Primary Check Number: 200000000739507
Control Number: 771672

EARNINGS

Description	Salary/Pay Rate	Input Amount	Pay Amount
ANN PAY OUT	11.8788	317:33	$3,772.11
INCR PAY TERM	0.0000	92.35	$92.35

DEDUCTIONS

Description	Deduction Amount	YTD Deduction Amount
FEDERAL INC TAX	$772.03	$2,323.18
WV STATE TAX	$203.75	$675.91
FICAE INC TAX	$235.87	$1,082.95
MEDICARE TAX	$55.16	$253.27
PERS EE DED	$4.16	$654.44
COMM WRKS ASSOC	$7.00	$97.60
MT FLEX BENEFIT	$22.93	$332.58
PEIA EE DED	$36.92	$513.04
PEIA OPT INS TX	$0.14	$2.18

LEAVE

Description	Balance
ANNUAL LEAVE	4:37
HOLIDAY LEAVE	24:00
SICK LEAVE	424:39

EMPLOYER CONTRIBUTIONS

Description	Amount	YTD Amount
FICA TAX EMPR	$235.87	$1,082.95
MEDICARE TAX ER	$55.16	$253.27
PERS ER DED	$11.08	$1,794.34
PEIA ER DED	$213.23	$3,171.98
PEIA ER LF DED	$0.55	$9.14

DISTRIBUTIONS

Nickname	Check No.	Amount
DEPOSIT 1	200000000739507	$2,526.50

CITY OF CLARKSBURG
222 WEST MAIN STREET • CLARKSBURG, WV 26301 • PH. (304) 624-1650 • FAX (304) 624-1070
E-MAIL: kkarakiozis@cityofclarksburgwv.com

OFFICE OF
DIRECTOR OF FINANCE

January 27, 2021

Harrison County Commission
Attn: William Parker, Administrator
301 W. Main St.
Clarksburg, WV 26301

RE: Johnna Post – Accrued Sick Leave

Dear Mr. Parker,

Johnna Post was employed by the City of Clarksburg from 02/01/2016 to 11/11/2019. At the end of her employment, she had a balance of **51.50 sick days**. Please accept this letter as verification of her accrued sick leave.

Should you have any questions, please feel free to contact me. Thank you!

Sincerely,

Kim Karakiozis
Director of Finance

412 Hours

01-29-2021

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

Salem Correctional Center & Jail
Fax Cover Sheet

Please deliver the following page(s)

Date: December 7, 2020

To: Stephanie Southern

Fax Number: 304-624-8533

From: Norma Scaturro, Payroll Assistant

SALEM CORRECTIONAL CENTER & Jail
7 INDUSTRIAL BLVD.
INDUSTRIAL, WV 26375
(304) 782-2371 (Phone)
(304) 627-2150 (Fax)

COMMENTS/MESSAGES: Stephanie, I have attached your attendance record for 2014. When you left us you had 545.12 hour of Sick Leave on the books. Hope this helps. 68.14 DAYS

WE ARE TRANSMITTING 3 PAGE(S) INCLUDING COVER SHEET.

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL (304) 782-2371 AS SOON AS POSSIBLE.

CONFIDENTIALITY NOTICE

The documents accompanying this telecopy transmission contain information from the Salem Correctional Center, which may be confidential or privileged. The information is intended to be for the use of the individual or entry named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distributing or use of the contents of this telecopied information may be prohibited. If you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you.

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480 HOURS MAX

01-29-2021

12/07/2020 14:56 #926 P.003/003

SALEM CORRECTIONAL CENTER

Name: Stephanie E. Southern **Position: CO II** **DOH: 7/1/2013**

Tiger Morton

Date due A/L increase: 12/3/2017

2014

Balance Brought Forward	Annual Leave			Sick Leave			Family Sick Leave		Holiday Hours		
12	232			509.75					0		
	Earned	Used	Balance	Earned	Used	Balance	Used	Balance	Earned	Used	Balance
January	12	0	244	12	5.75	516	0	0	16	16	0
February	12	0	256	12	1.75	526.25	0	0	8	8	0
March	12	0	268	12	0	538.25	0	0	0	0	0
April	12	0	280	12	21	529.25	0	0	0	0	0
May	12	4.25	287.75	12	0	541.25	0	0	16	0	16
June	3.87	0	291.62	3.87	0	545.12	0	0	0	8	8
July		0			0		0	0		0	8
August		0			0		0	0		0	8
September		0			0		0	0		0	8
October		0			0		0	0		0	8
November		0			0		0	0		0	8
December		0			0		0	0		0	8
		4.25			28.5					32	

Employee Supervisor

Resigned 6/10/2014.
Last Working Day 6/10/2014. Last day on Payroll 6/10/2014.
Last check dated 6/30/2014. Pay 57.50 regular hours, 19.75 hours OT, 8 holiday hours, 291.62 hours LSA, and $324.56 Pro Rated Increment.

From:

Harrison County Sheriff's Office

Personnel with sick time from other agencies

Larry Jay Brewer	478 hours		Nutter Fort Police Dept.
William Jody Cunningham	256 hours		Bridgeport Police Dept.
Michael Hammond	508 hours	480 MAX	Bridgeport Police Dept.
Zach Kesling	480 hours		Stonewood Police Dept.
James M. Kennedy	205 hours		UPSHUR Upsher County Sheriff's Office
Jeffery F. Petroski	452 hours		Bridgeport Police Dept.
~~Edmond Scott Lattea~~	180 hours	NOT ELIGIBLE	Clarksburg Police Dept.
~~Dixon G. Pruitt~~	3,084 hours	NOT ELIGIBLE	Clarksburg Fire Dept.
~~Curtis D. Diaz~~	239 hours	NOT ELIGIBLE	Metropolitan Police Dept.
Zachary Bartlett	194 hours		North Central Regional Jail
Brian Deem	208 hours		North Central Regional Jail
Harley Lane	236 hours		Nutter Fort Police Department
Donald J. Navarini	424 hours		WV Industrial Home for Youth

16

MAYOR PATRICK A. KOVALCK
VICE-MAYOR WILLIAM WATSON
MARYANN FERRIS
BRIAN PARRISH
MAXINE WESER
KEVIN WILES
ANDREW KISAMORE

40 MAIN STREET
SHINNSTON, WV 26431
PHONE (304) 592-5631
FAX: (304) 592-1597

The Honorable Susan J. Thomas
County Clerk
Harrison County, West Virginia

RE: Precinct Boundary Adjustments

Dear Susan J. Thomas,

In effort to equalize the demographic and more easily identify precinct boundaries, the city council of the City of Shinnston, requests you to adjust precinct boundaries. Precincts 50, 51 and 52 are unequal in population and size. When these precincts were made, there was a heavy concentration of voters the downtown precinct. Over many years, the population of Shinnston has shifted from downtown to the outlying precincts. We are requesting that portions of precincts 50 (Ward 1 East Shinnston) and 52 (Ward 3 South Shinnston) be moved into precinct 51 (Ward 2 Downtown).

In looking at a map, you will see that almost half of downtown is split into East Shinnston's precinct, 50. The voter population in precinct 50 is much higher that of precinct 51. The current boundary between precincts 50 and 51 is the middle of Station Street. We request you to move this boundary to the north to the center of Clay Street. Making a straight line along this street from the West Fork River to the eastern end of city limits will more clearly represent the downtown precinct.

The current southern boundary between precinct 51 and 52 is the center of Charles St., also known as Saltwell Rd. As well, the center of Charles St. cuts off many residents from being in the 51st precinct and puts those into the 52nd. Geographically speaking, those residents are associated with the downtown precinct 51 more than the south Shinnston's 52nd precinct. In seeking clarification of boundaries, we request that you move the boundary between precincts 51 and 52 from the center of Charles St. to the center of Shinns Run Creek.

THE CITY OF SHINNSTON IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER OF SERVICES; If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http:/lwww.ascr.usda.gov/complaint filing cust.html, or at any USDA office, or call (866} 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202} 690-7442 or email at program.intake@usda.gov."

Understanding that these corrections, will not completely balance the population, it is a step toward a more balanced and better represented city.

Per your conversation with Shinnston City Clerk, Kathleen Panek, I am writing this letter, with permission of the Shinnston City Council, to start the process of making Shinnston more equitable and distinguishable for the citizenry.

The Charter of the City of Shinnston gives council the powers to change boundaries of wards or create additional ones. However, no change may be made in the boundaries of said wards, or any new ward be created, less than 60 days before holding a general election for the city. Therefor, if these adjustments cannot be made and the citizens notified of precinct changes before April 1, 2020, I will advise that we postpone these changes until July 1, 2020.

Sincerely,

Patrick A. Kovalck, Mayor

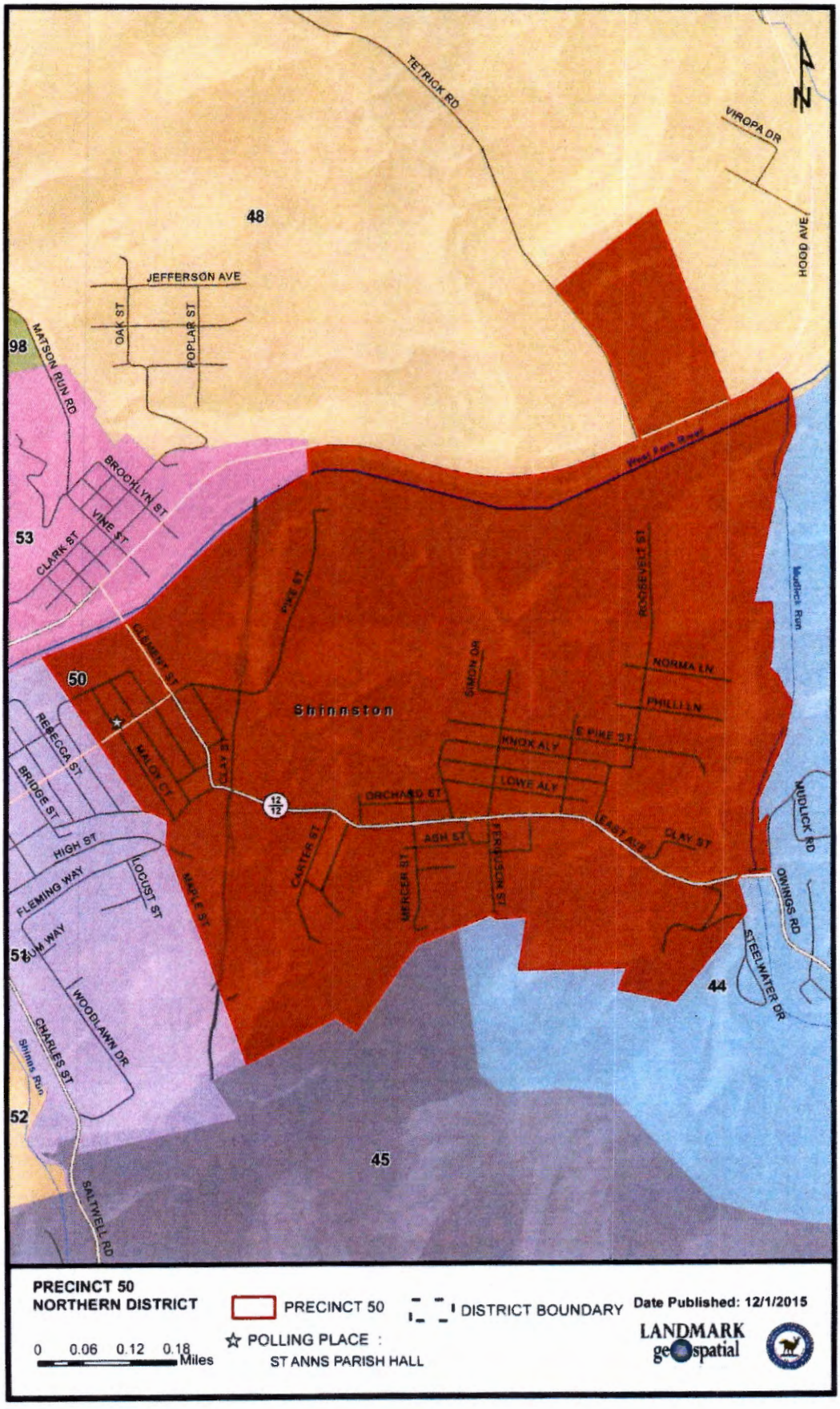
THE CITY OF SHINNSTON IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER OF SERVICES; If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint filing cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, O.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

Harrison County Tax Parcel Viewer

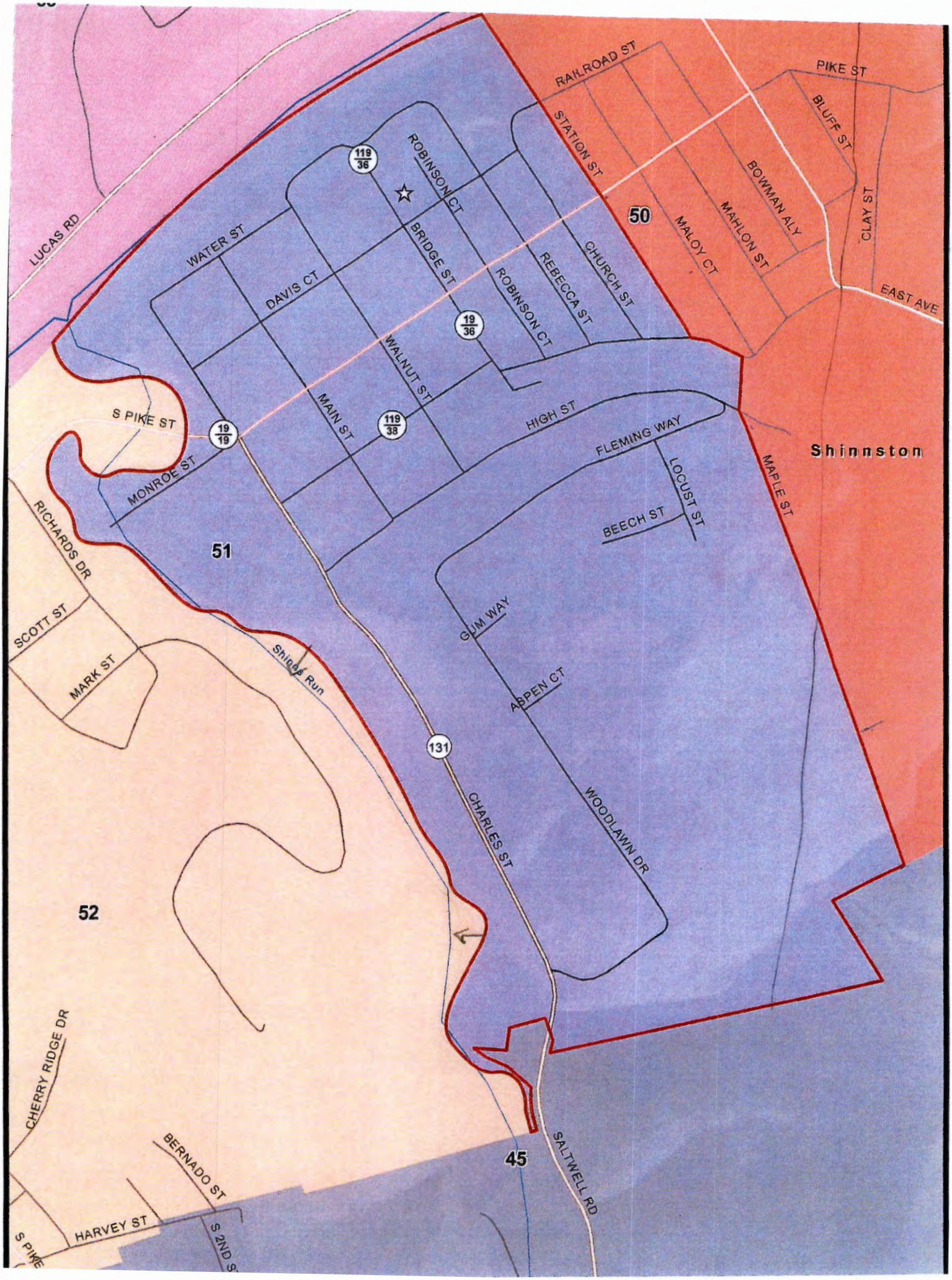



Harrison County Tax
with
Find address or place
Parcel Viewer
ArcGIS
Current Boundaries
Long Street
Clark Street
Wood Street
Vincent Street
Hood Avenue
West Fork River
US 19
West Fork Rail Trail
Railroad Street
Pike Street
Bluff Street
Clement Street
Bolman Court
Mahlon Street
Maloy Court
Rebecca Street
Church Court
Station Street
Bridge Street
Water Street
Main Street
Shinnston
East Avenue
Orchard St
Charles Street
Walnut Street
Saints Alley
High Street
Fleming Way
Monroe Street
Carter Street
Spring Street
Mercer Street
Maple Street
Hood Street
South Pike Street
Lynne Street
Woodlawn Drive
Precinct 51
Precinct 50
Salnwell Road
Precinct 52
Hickory Street
Howard Street
Vernon Avenue
-80.290 39.390 Degrees
600ft

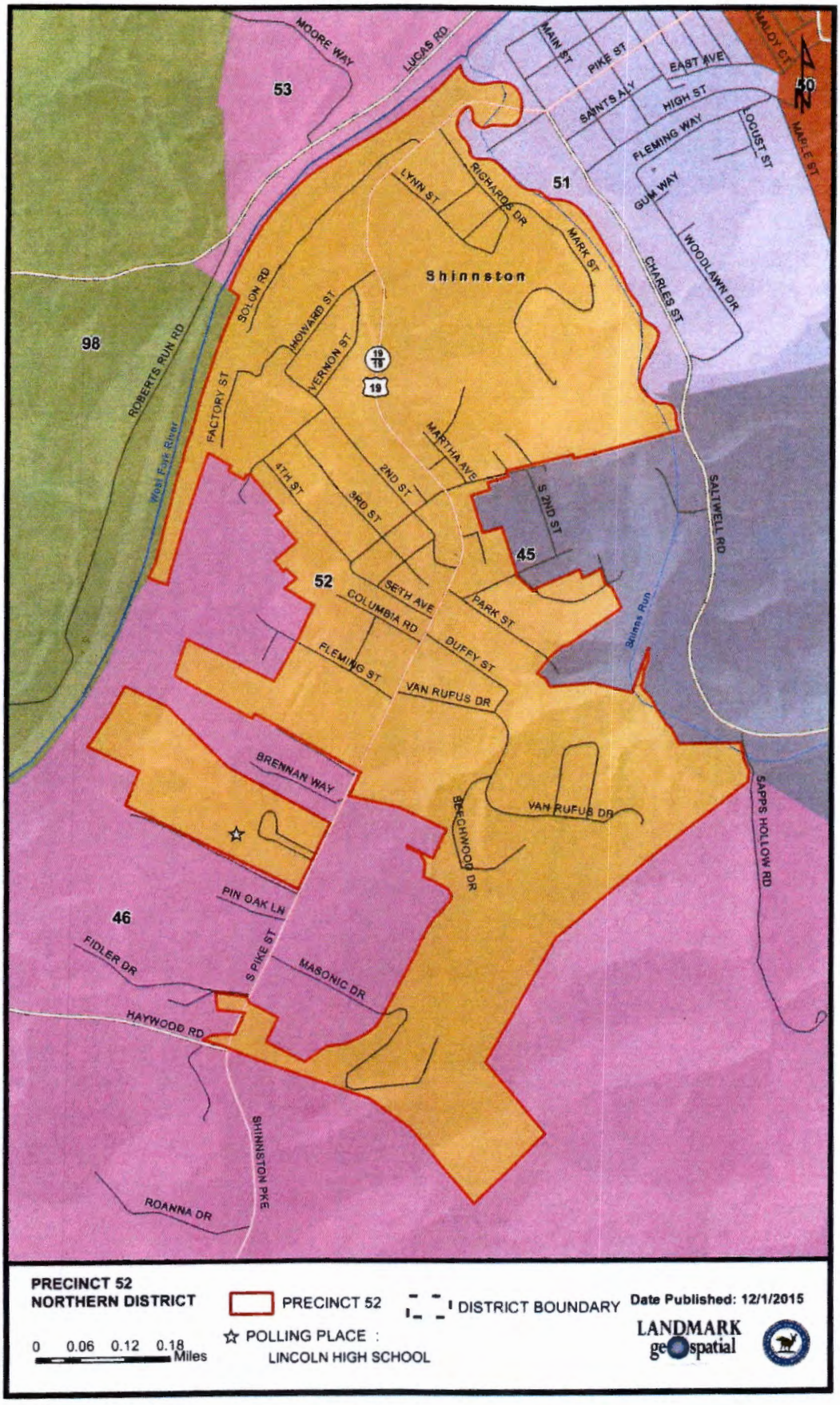
Map: 50



TETRICK RD
VIROPA DR
HOOD AVE
48
JEFFERSON AVE
OAK ST
POPLAR ST
98
MATSON RUN RD
BROOKLYN ST
VINE ST
53
CLARK ST
West Fork River
PIKE ST
ROOSEVELT ST
Mudlick Run
CLEMENT ST
50
SIMON DR
NORMA LN
PHILLI LN
Shinnston
E PIKE ST
KNOX ALY
LOWE ALY
REBECCA ST
BRIDGE ST
MALOY CT
CLAY ST
12
12
ORCHARD ST
EAST AVE
CLAY ST
MUDLICK RD
HIGH ST
ASH ST
CARTER ST
MERCER ST
FERGUSON ST
FLEMING WAY
LOCUST ST
MAPLE ST
OWINGS RD
51
GUM WAY
STEELWATER DR
44
WOODLAWN DR
CHARLES ST
Shinns Run
52
45
SALTWELL RD
PRECINCT 50
NORTHERN DISTRICT
PRECINCT 50
DISTRICT BOUNDARY
Date Published: 12/1/2015
0 0.06 0.12 0.18 Miles
POLLING PLACE :
ST ANNS PARISH HALL
LANDMARK geospatial


RAILROAD ST
PIKE ST
STATION ST
BLUFF ST
BOWMAN ALY
MAHLON ST
MALOY CT
CLAY ST
EAST AVE
50
LUCAS RD
ROBINSON CT
119/36
WATER ST
BRIDGE ST
DAVIS CT
REBECCA ST
CHURCH ST
19/36
ROBINSON CT
WALNUT ST
S PIKE ST
19/19
MAIN ST
119/38
HIGH ST
FLEMING WAY
Shinnston
MONROE ST
LOCUST ST
BEECH ST
MAPLE ST
RICHARDS DR
51
SCOTT ST
MARK ST
Shipps Run
GUM WAY
ASPEN CT
131
CHARLES ST
WOODLAWN DR
52
CHERRY RIDGE DR
BERNADO ST
45
SALTWELL RD
HARVEY ST
S 2ND S
S PIKE

Map: 52


MOORE WAY
LUCAS RD
53
MAIN ST
PIKE ST
EAST AVE
SAINTS ALY
HIGH ST
FLEMING WAY
LOCUST ST
MAPLE ST
50
51
LYNN ST
RICHARDS DR
MARK ST
GUM WAY
WOODLAWN DR
CHARLES ST
Shinnston
98
SOLON RD
HOWARD ST
VERNON ST
ROBERTS RUN RD
FACTORY ST
West Fork River
MARTHA AVE
4TH ST
2ND ST
3RD ST
S 2ND ST
SALTWELL RD
45
52
SETH AVE
COLUMBIA RD
PARK ST
Simms Run
FLEMING ST
DUFFY ST
VAN RUPUS DR
BRENNAN WAY
BEECHWOOD DR
VAN RUPUS DR
SAPPS HOLLOW RD
PIN OAK LN
46
FIDLER DR
S PIKE ST
MASONIC DR
HAYWOOD RD
SHINNSTON PKE
ROANNA DR
PRECINCT 52
NORTHERN DISTRICT
PRECINCT 52
DISTRICT BOUNDARY
Date Published: 12/1/2015
0 0.06 0.12 0.18 Miles
POLLING PLACE :
LINCOLN HIGH SCHOOL
LANDMARK geospatial

19

IN THE COUNTY COMMISSION OF _____ COUNTY, WEST VIRGINIA

GENERAL
ORDER TO SHOW CAUSE
AGAINST
DELINQUENT OR UNPROGRESSED ESTATES

Pursuant to the provisions of West Virginia Code § 44-2-19a, the County Commission, having received on the ____ day of _____, 20___, the Report of the Clerk of the County Commission in due form concerning estates in which the filing of any paper is delinquent or estates which have not been duly closed within a period of three years from the opening of such estate and in which no progress, or in the opinion of the Clerk of the County Commission unsatisfactory progress, has been made toward the settlement of such estate, does hereby **ORDER** that the appointed personal representatives appearing on the attached List are directed to file a statement to show cause why the County Commission should not find the personal representative delinquent in his or her administration of the respective estate and why the County Commission should not remove the personal representative from office, administratively close the estate, or take such other action against the personal representative as may be proper as allowed by the laws of the State of West Virginia.

The Clerk of the County Commission is directed as provided by law to mail a certified copy of this Order specific to each such personal representative at the last known address appearing in the records of the County Clerk and to mail a copy thereof to the heirs at law, beneficiaries under the will, any creditors who have filed claims which are not released, any surety on any bond, and any other person interested in the respective estate at their last known addresses appearing in the records of the County Clerk.

Each such personal representative is hereby **DIRECTED and NOTIFIED** that he or she shall have thirty (30) days after the mailing of the specific Order to Show Cause to file properly any delinquent documents required for the administration of the estate or to file a verified statement under oath with the Clerk of the County Commission stating why he or she should not be found delinquent in the administration of the respective estate and should not be removed from office or the estate administratively closed as allowed by law.

All of which is accordingly ADJUDGED, ORDERED, and DECREED this ____ day of _____, 20__.

County Commissioner, President

County Commissioner

County Commissioner

ATTACHMENT: List of Estates

LIST OF DELINQUENT OR UNPROGRESSED ESTATES
REPORT OF THE COUNTY CLERK DATED DECEMBER 31, 2020
PURSUANT TO WEST VIRGINIA CODE 44-2-19a

DECEDENT'S NAME	PERSONAL REPRESENTATIVE	DATE OF DEATH	DATE OF APPOINTMENT	DATE ORDER MAILED	30-DAY DEADLINE
Plummer, Roy Lee	Lori L. Plummer	01/22/2008	02/15/2008		
Plyman, Arden C.	Robert Plyman	06/01/2008	05/06/2010		
Proctor, Carlo Nicholas Andre	Linda Proctor	07/06/2009	03/10/2014		
Prunty, John Chester, Sr.	John Chester Prunty, Jr.	01/09/2017	08/30/2017		
Pulliam, Freeman L.	Timothy E. Perine	03/09/2007	04/12/2007		
Pumphrey, John Gregory	Kara Findley	09/07/2011	09/25/2013		
Pumphrey, Robert Clark	Kara Findley	08/07/2009	09/25/2013		
Pumphrey, Wendy E.	Aubrey L. Pumphrey, Jr.	08/02/2011	08/23/2011		
Purnell, Willard Ray	Cynthia K. Purnel	04/14/2010	04/29/2010		
Quen, Esther Marian	Natalie Chidester	03/09/2014	04/25/2014		
Queen, Hoy D., Sr.	Chester Harper	02/24/2008	05/20/2008		
Queen, Lawrence E.	Donna J. Queen	12/07/2005	12/21/2005		
Queen, Madelynn J.	Katheryn C. Dean	09/24/2006	09/26/2006		
Quickle, Patricia Ann	Paula Jo Findley	09/04/2013	09/23/2013		
Quinn, Richard G.	Candi S. Quinn	11/24/2007	05/07/2008		
Quinn, Walter H.	Maria V. Yoke	01/03/2015	01/06/2015		
Radabaugh, Helen Louise	Claude Radabaugh	01/21/2015	01/28/2015		
Raines, Irene Labelle	Joyce Ann Lipscomb	10/21/2007	10/29/2007		
Rainbolt, Elma Jean Lowther	Henry Eugene Rainbolt	05/08/2013	05/24/2013		
Rakes, Georgie J.	Donna Heine	10/01/2003	10/02/2003		
Ramsey, Deloris J.	Donna Runner	08/16/2009	08/17/2009		
Ramsey, Denneta J.	Norman R. Ramsey, Sr.	02/13/2002	03/21/2002		
Randolph, Clarice Ernestine	Forest Wayman Randolph	07/18/2003	07/28/2003		
Randolph, Ruby O.	Ashby B. Randolph	09/24/2008	10/01/2009		
Rardin, Rose Mary Frances	Joseph Gene Starkey	11/14/2016	11/29/2016		
Raso, Paul J.	Janet L. Raso	01/23/2015	02/25/2015		
Rebrook, Jodge Hartje Harry, Jr	Terry Denise Gibson	07/18/2009	08/17/2009		
Rebrook, William E.	Sally Michelle R. Oliverio	04/30/2004	04/30/2004		
Rector, Edna E.	Barbara Ellen Hall O'Neill	02/18/2015	03/09/2015		

Reed,, Dorthea Helen	Charles W. Reed	10/15/2011	11/03/2011
Reed, Ruth L.	Stephen Reed, Sr.	3.29/09	04/13/2009
Reed, William Calvin	Betty Jean Reed	05/19/2007	06/15/2007
Regester, Ruby Weese	Ronald R. Regester	08/31/2002	09/29/2010
Reiser, John Edward	Charles C. Reiser	10/20/2006	11/14/2006
Retherford, Roger Layne	Ashley Renee Retherford Flowers	04/04/2011	06/30/2011
Revels, Robert Lee	Randy & Pamela Revels	10/01/2001	11/29/2001
Revill, Raymond Earl, Jr	Donna Louise Revill	03/27/2016	12/20/2016
Reynolds, William Edward, II	Deborah A. Craig	06/11/2014	07/14/2014
Rhoades, Floyd Marshall	Glenda Cutlip	08/29/2013	06/02/2015
Rhodes, Dorsey Phillip	Harold R. Lane	12/30/2001	04/02/2002
Ribas, Donald Edward	Rebecca Ann Chipps	07/19/2003	08/19/2013
Ribas, Linda	Rebecca Ann Chipps	07/18/2008	08/19/2013
Ribas, Manuel	Betty Ribas	10/21/2009	11/13/2009
Richards, David Ray	Claudia M. Richards	12/23/2008	01/23/2009
Richards, Edward	Marilyn Richards	10/24/2013	10/31/2013
Richards, John M	Sheila Davisson	04/09/2007	06/05/2007
Richards, John Neil	Jason Neil Richards	04/27/2007	04/20/2007
Richards, William Lee	Eileen Arbogast	07/28/2008	12/29/2008
Richardson, Robert H.	Phyllis F. Richardson	11/27/2012	12/27/2012
Richardson, Wallace S. Jr.	Melissa F. Lauer	10/25/2011	08/16/2013
Richison, Nicholas	Cynthia Smallwood	07/05/2009	07/20/2009
Richmond, Mary Lou	Charlene Richmond	06/22/2004	08/13/2004
Richmond, Morgan Monroe	Myra Sue Walters	06/05/2012	07/10/2012
Richmond, Troy	Charlene Richmond	06/22/2004	08/13/2004
Richter, Edna Carrol	Romney L. Richter	10/10/2005	10/21/2005
Riddle, Annalee Hurst	David M. Riddle	12/22/2010	06/08/2011
Riddle, Charles Nelson	Kathy Michelle Carpenter	10/22/2011	11/04/2011
Riddle, Mary Ann	Jennifer Rosemary Lipscomb	05/11/2013	06/27/2013
Ridenour, Charles R.	Carrie L. Ridenour	12/18/2006	03/01/2007
Rieman, Helen L.	Kathryn K. Allen	08/08/1994	05/03/2010
Rieser, Roslyn Kay	James E. Rieser	12/16/2001	01/14/2002
Riffle, Flora Eileen	Deborah Ellen Snyder Jeffries	04/25/2014	09/24/2014
Riffle, Robert Earl	Deborah Ellen Snyder Jeffries	07/20/2014	09/24/2014

Rigglemanm, Dorothy M.	Mary M. Riggleman Bland	01/23/2015	03/13/2015
Riggleman, Olive M.	Lenore Chenoweth	10/09/2008	10/31/2008
Riggs, Carl Woodrow	Charles L. Hickman	07/28/2009	07/30/2009
Riley II, Darrell Thomas	Darrell T. Riley	05/24/2009	06/03/2009
Riley Sr, Kenneth Eugene	Mary Louise Riley	09/05/2013	11/26/2013
Riley, Lillie Irene	Connie Ashcraft	09/14/2002	09/27/2002
Rinehart, Edna	Darrell Rhoades	08/01/2008	08/01/2014
Rinehart, Jon Michael	Dorothy E. Rinehart	05/22/2016	07/06/2016
Ritter, Juliann	Richard O. Ritter	12/16/2008	01/13/2009
Ritter, Velma Ruth	Brenda Louise Kay Zajicek	01/05/2006	02/24/2006
Roach, Robert Lee	Ella Louise Southern	11/14/2002	11/09/2016
Roach, Rosemary	Carlton Michael Roach	06/16/2013	07/25/2013
Roberts, Mildred Loretta	Shirley D. Wilcox	09/05/2010	10/06/2010
Robey, Jeremiah Henderson	Gary Robey	04/21/2001	10/21/2015
Robey, Larry Gene	Lana Robey	04/07/2013	05/13/2013
Robey, Leah Josephine Floyd	Barbara E. Freed	07/03/2007	07/11/2007
Robinson, Audra Blanch	Barbara A. Fox	08/29/2001	08/20/2010
Robinson, Barbara Diane	Joseph Robinson	01/20/2013	04/04/2013
Robinson, Judith Ann	Bill Scott Robinson	12/13/2010	04/17/2015
Robinson, Theresa Jane	Patricia Ann Murphy	05/08/2009	04/13/2010
Robinson Jr, Thomas F.	Brandi Y. Robinson	09/03/2004	12/08/2004
Robinson, William L.	William J. Robinson	06/16/2005	03/15/2006
Rock, Lodgie S.	Judith Ann Seamon	05/21/2008	07/01/2008
Rockwood, Kathryn Powell	Dorothy L. Chipps	11/02/2009	11/19/2009
Rodeheaver, Harry Donald	Karen Taylor Harvey	11/18/2012	05/02/2013
Rogers, Alice Lee	Leon M. Rogers	02/03/2012	03/06/2012
Rogers, Everett Eugene	Ginger R. Krawczel	10/12/2008	06/09/2014
Rogers, James Floyd	Leon Mark Rogers	11/30/2013	03/11/2014
Rogers, Joe	Josephine Helen Rogers	04/05/2009	04/20/2009
Rogers, Martha May	Reggie L. Rogers	03/25/2009	04/14/2009
Rogers, Robert C.	Janette J. Rogers	08/20/2005	09/07/2005
Rogers, Roy M.	Ilo Rogers	04/18/2012	06/25/2012
Rogers, Ruth Louise	William C. Rogers	11/09/2003	02/09/2004
Rogers, Ugene Syralee	Ginger R. Krawczel	12/21/2002	06/09/2014

Rogers, Virginia L.	George Stephen Rogers	08/30/2002	09/13/2002
Rolland, Betty June	Robin Lee Stearns Hartman	08/19/2002	03/13/2007
Rollins, Alice L.	Victoria D'Amico	02/21/2012	03/05/2012
Rollins, Anne Lou Martin	Mark Kevin Rollins	05/04/2004	05/19/2004
Romano, Betty	Raffaella A. Basile	08/26/2011	09/27/2011
Romano, Linda Jean	Don Michael Romano	09/04/2009	10/26/2009
Rosati, Geneva	Barbara L. Palmer	10/25/2001	10/31/2001
Rose, Bradley Alan	Donald E. Huffman	06/01/2007	06/21/2007
Rose, Marcus Allen	Lisa Cottrill	04/26/2015	06/04/2015
Ross, Sue Harison	Ronald H. Ross	11/06/2002	11/07/2002
Ross, William R.	Dixon J. Ross	02/19/2009	09/30/2016
Rost, Vincent	Teresa L. Rost	05/14/2009	05/28/2009
Rota, Sam	James Edward Rota	08/13/2012	09/10/2012
Roth, Monte K.	Susan Marie Roth	01/19/2013	01/28/2013
Roth, Timothy Lee	Shauna Lea Knapp	01/13/2012	02/09/2012
Roth, Timothy Mark	Crystal Dawn Roth	07/30/2011	08/15/2011
Rowan, David Lee	Lucinda L. Swiger	03/06/2014	03/10/2014
Rowan, Rex	Barbara Miller	12/12/2008	01/12/2009
Rucker, Cheryl Lea	Walter A. Rucker	10/18/2011	12/08/2011
Rudolph, Lillian Keeley	John Michael Rudolph	08/18/2009	10/29/2009
Rumpler, Ramon Jay	Jo Ellen Rumpler	11/19/2011	11/30/2011
Ryder, Juanita V.	Charles W. Brown	12/28/1996	10/07/2014
Rymasz, Steven A.	Helen Newlon	08/19/2001	08/30/2001
Sabolovich, Barbara	Pamela J. Hurst	03/23/2012	04/03/2012
Saeler, Emma June	Penelope Saeler	04/12/2002	05/13/2002
Salentro, Zelma J.	Tammy J. Salentro Stalensky	07/18/2012	08/14/2012
Salerno, Maria Rosa	William Salerno	10/03/1986	06/15/2011
Salerno, Virginia Mae	Albert Salerno	09/04/2001	10/04/2001
Salvio, Michael Francis	Constance L. Salvio	09/10/2005	10/05/2005
Samaritan, James C.	Kimberlly D. Davis	05/26/2009	06/26/2009
Samuels, Josephine Frances	Lisa Ann Papa	06/06/2009	6/25/009
Sanders, Alberta M.	Carla D. Mazza	10/17/2014	09/27/2014
Sanders, Carlton Edward	Alberta Sanders	09/10/2011	11/17/2011
Sanders, Patty J.	Debra J. Bush	11/28/2011	12/06/2011

Sandy, Arl Elwood	Nancy Lou Sandy	01/12/2010	03/08/2010
Sandy, Gary Lee, Sr.	Deborah A. Sandy	09/25/2014	07/16/2014
Sandy, Lucy Mae	Wilma Sue Denholm	09/20/2005	09/21/2005
Sandy, Willa Jean	Roger Earl Sandy	08/22/2012	09/24/2012
SanJulian, Marsha Ann	Patrick Ryan SanJulian	08/14/2009	09/08/2009
Saporito, Joseph	Ida Marie Saporito	06/17/2014	07/16/2014
Sariego, Florinda Frances	Roger Diaz	02/26/2006	12/01/2916
Sastram, Thomas David	Maria Rosa Sastram	08/22/2009	12/09/2009
Saunders, Beatrice M.	Robert Saunders	12/31/1996	01/22/1997
Sayers, Ronald Lynn, Sr.	Ronald D. Sayers, Jr.	11/05/2014	09/08/2014
Schettini, Lila L.	Leonard Joseph Timms, Jr.	02/04/2015	02/09/2015
Schetzel, William B.	Douglas Keith Schetzel	03/03/2010	03/05/2010
Scheuvront, Ernest Lee	Ernest D. Scheuvront	10/13/2014	02/04/2015
Schilling, Kermit S.	Kathy Zebley	09/16/2001	10/01/2001
Scott, Janet Lopez	Justine Scott Marino	06/24/2011	01/27/2012
Scott, Shawna Ranae	Patricia Scott	04/11/2002	05/20/2002
Sears, Holly Rae	Harold R. Sears	10/13/2010	02/04/2011
Sears, Sally A.	Daniel Wilson	02/03/2011	03/07/2011
Second, Catherine Rose	Joseph Paul Second	10/25/2014	02/26/2015
Secret, Anthony O, Sr.	Anthony O. Secret, Jr.	02/26/2002	03/08/2002
Secret, Violet B.	Dorothy Harmon	05/27/1984	05/20/2009
Secreto, Frank	Susan Gaus	02/17/2015	03/20/2015
Secreto, Mary Kathryn	Frank Secreto	12/06/2001	12/26/2001
Secreto, Shirley	Anna Marie Secreto	11/11/2011	01/18/2012
See, Dale W. Sr.	Shelby Jean See	03/09/2011	03/28/2011
Seftick, John Isaac, Jr.	Robert Morrison	06/03/2015	06/15/2015
Seftick, Mary Dallas	Rose Marie Seftick	06/18/2007	08/15/2007
Seftick, Shirley A.	Crystal Hamrick	11/22/2004	11/29/2004
Senchina, Aretta K.	John Tichnell	01/23/2005	02/23/2005
Sendline, Janice R.	Sue Ann Swiger	10/27/2005	11/04/2005
Sereno, Daisy O.	John B. Secreto	03/20/2003	04/25/2003
Serafini, Ruth	Ernest Serafini	04/27/2002	05/16/2002
Shaffer, Cadence Justice	Daniel Lee Shaffer	10/18/2009	02/12/2010
Shaffer, Madeline Frances	Richard T. Shaffer	02/27/2003	03/27/2003

Shaffer, Oneda Lorine	Susan M. Shaffer Wilson	10/19/2013	06/15/2015
Shahan, John	Jeremy Shahan	03/22/2007	04/16/2007
Sharpe, Barbara Sue	William R. Sharpe	02/10/2007	02/16/2007
Sharpe, Orvey Edward, Jr.	Juanita Sharpe	09/07/2001	09/19/2001
Shaughnessy, Lawrence Edward	John Thomas Shaughnessy	09/22/2011	09/27/2011
Shaw, David W., Sr.	Brenda J. Golden	03/13/2004	03/26/2004
Shaw, Glenn Richard	Lavell Dawn Heldreth	04/06/2015	04/14/2015
Shaw, James E., Sr.	Debra Shaw	07/09/2007	07/23/2007
Shaw, Lucille Grace	Shari L. Davisson	07/25/2010	08/04/2010
Shaw, Rosalene E.	Brenda Golden	05/07/2004	06/03/2004
Shearer, Dora Mae	Alonzo F McCullough, Jr.	01/31/2005	07/29/2016
Sheets, Carolyn	Kimberly Jenks	09/20/2006	10/05/2006
Sheets, John Michael	Kimberly Jenks	09/20/2006	10/05/2006
Sheets, Seth Lukis	Sheets, John Warren	10/07/2009	03/16/2010
Shenasky, John H.	John H. Shenasky, II	12/27/2008	01/06/2009
Shepherd, Betty Jean	Dreama Sue Wright McKinney	11/26/2011	01/15/2013
Shepherd, Clarence Roscoe	Dreama Sue McKinney	09/29/2012	01/15/2013
Sheppard, George T.	Rhonda A. Sheppard	09/13/2013	10/04/2013
Shields, Wanda Lucille	Patricia Jo Randolph	12/29/2002	04/09/2003
Shingleton, Cecil Alan	Allena Mae Shingleton	01/29/2011	02/18/2011
Shinn, Daniel G.	Jacqueline G. Yeager	02/23/2011	03/02/2011
Shinn, Vera DeVere	Carol Ann Schweiker	04/01/2008	04/17/2008
Shipley, Joseph Cecil	Diana D. Shipley	06/30/2005	07/06/2005
Shipplett, Ellen J.	Rebecca Ann Pritchard Hughes	08/04/2014	08/14/2014
Shook, Harold L.	Melissa J. Hart	10/14/2011	10/20/2011
Short, Billy Vance	Beth A. Elko	08/03/2013	08/26/2013
Short, Warner Charles	Carole M. Short	03/31/2009	04/15/2009
Shrader, Richard Keith	Denise Britton	12/21/2002	02/11/2003
Shreve, Benjamin Frederick	Mary Kathryn Shreve	04/24/2009	05/29/2009
Shreve, Harmon Wesley	Patty Jean Shreve	11/18/2003	05/09/2005
Shreve, Stephen A.	Nancy Shreve Powers	12/28/1998	02/19/2004
Shreves, Charles Edward	Jacquanne Kay Eckenrode	02/13/2011	03/16/2011
Donald P. Shreves	Stella F. Shreves	12/13/2010	01/10/2011
Shreves, Jerry Lynn	Timothy A. Shreves	07/10/2013	05/08/2014

Shrewsbury, Harold Dean	Portia Rochell Turner Buck	11/16/2010	11/18/2010
Shriver, Robert Eugene	Mary Lou Shriver	10/05/2012	10/19/2012

RECEIVED
FEB 01 2021
HARRISON COUNTY
COMMISSION

WEST FORK CONSERVATION DISTRICT
87 Ollie Lane Suite 102- Mt. Clare, WV 26408 - Phone (304) 627-2160

January 27, 2021

Harrison County Commission
301 West Main St.
Clarksburg, WV 26301

RE: Salem Fork Watershed Dams

Dear County Commissioners,

The West Fork Conservation District Board of Supervisors respectfully requests funding of $8,000.00 for the operation, maintenance and repair (OM&R) program for the Salem Fork Watershed Structures. Last year you gave the District $8,000.00 of which we were very grateful. As you have known, these dams have reduced flooding many times over the years in the little town of Salem. The maintenance items are important and will always be needed to maintain the integrity of the dams and to protect county citizens. These are vital structures for the west side of the county and we are sincere when we thank you for working with us as partners to maintain them. Should you wish to review the agreement please let the office know.

Thank you for your attention to this request and we look forward to hearing from you. If you should have any questions, please give me a call at 304-627-2160.

Sincerely,

Robin Ward
District Manager

Program: **OM&R Funding**
County: **Harrison**
Agreement #

Harrison County Flood Control Dam and Channel Operation, Maintenance Funding Agreement

THIS AGREEMENT made this _____ day of _____, 2021, by and between the Harrison County Commission, West Fork Conservation District, and the West Virginia Conservation Agency.

AUTHORITY:	WVCA:	W.Va. Code 19-21A-4
	Harrison County Commission:	W. Va. Code 7-1-3i

THE PURPOSE of this agreement is to recognize the need for ongoing operation, maintenance and inspection for critical infrastructure and to provide annual funding to operate and maintain the flood control structures in Harrison County.

It is Mutually agreed that:

This agreement shall run on a 12-month fiscal year, July 1 to June 30. This agreement may be extended for up to five years by mutual consent of each party.

All sponsors agree to provide funding to the West Fork Conservation District on an annual fiscal year basis to address the operation and maintenance of the structures covered under this agreement.

Unless otherwise noted, the annual contributions will be:

Harrison County Commission	$8,000
West Virginia Conservation Agency ...	$8,000

The West Fork Conservation District shall send a letter in January of each year requesting these funds in accordance with the list above.

As part of the request, the West Fork Conservation District, in collaboration with the West Virginia Conservation Agency, shall make a report to the Harrison County Commission on prior fiscal year's operation and maintenance work, and provide a projection of work that will be performed during the upcoming fiscal year.

All parties listed above shall attend the scheduled operation and maintenance inspections on an annual basis at a time mutually agreed to by the parties.

Any costs outside of the regular operation and maintain will be negotiated and become part of a separate agreement between the parties.

West Virginia Conservation Agency funding is subject to annual appropriations from the WV Legislature.

Harrison County Commission's funding is subject to annual appropriations.

This agreement reflects the entire understanding between the parties. Any changes to this agreement shall be in writing and signed by all parties.

This agreement is governed by West Virginia law. If any part of this agreement is declared to be invalid by a body having competent jurisdiction, the remaining terms and conditions of the agreement survive in their entirety.

HARRISON COUNTY COMMISSION

By:_____

Title: _____

Date: _____

This action authorized at an Official meeting of the Harrison County Commission on the ____ day of _____, 2021, in the State of West Virginia.

Attest:

_____
(Signature)

_____
(Title)

WEST FORK CONSERVATION DISTRICT

By:_____

Title: _____

Date: _____

This action authorized at an Official meeting of the West Fork Conservation District on the ____ day of _____, 2021, in the State of West Virginia.

Attest:

_____
(Signature)

_____

(Title)

WEST VIRGINIA CONSERVATION AGENCY

By: _____

Title: _____

Date: _____

West Fork Conservation District
and
West Virginia Conservation Agency

Harrison County Commission
City of Salem

Keeping People and Property Safe

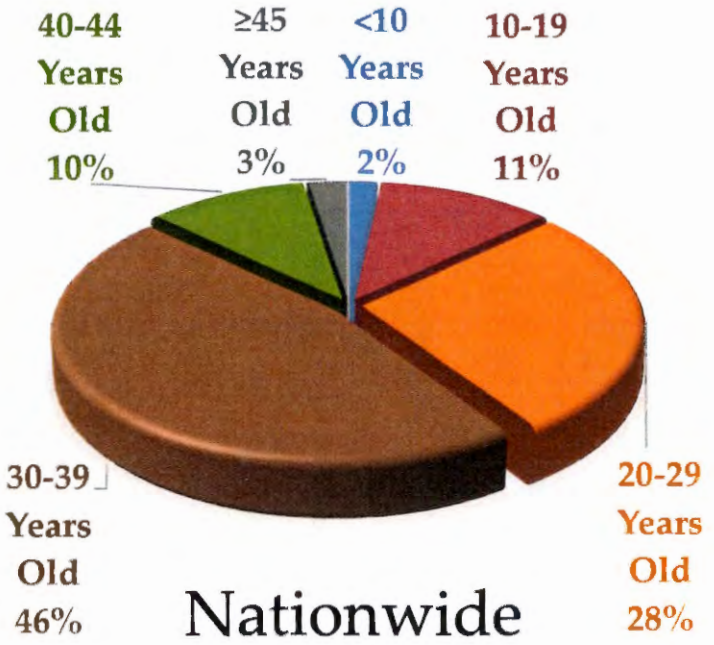




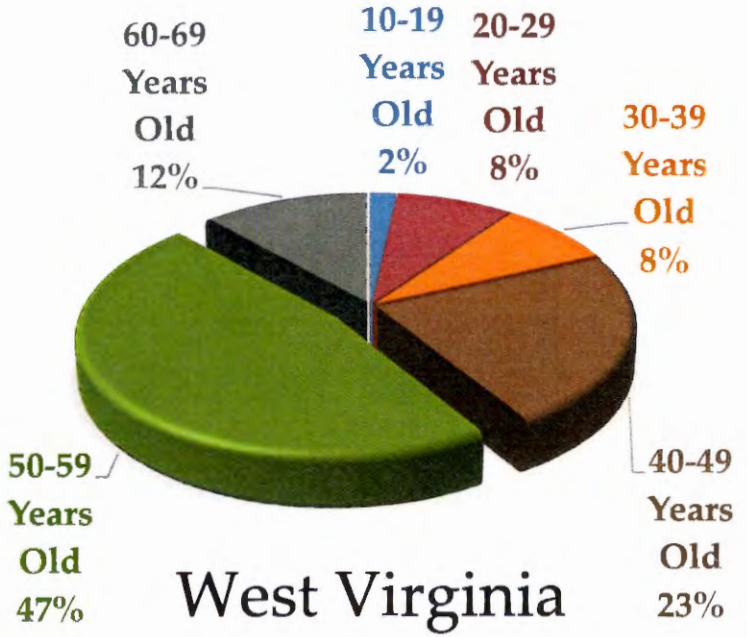
Dam Facts

- 170 high-hazard small watershed dams in WV
- 100-year storm event protection
- $90 million a year in flood protection
- 21 owned by State Conservation Committee
- 13 of 14 conservation districts host dams
- **Nearly 60 percent of WV residents protected by the dams!**

Aging Dams

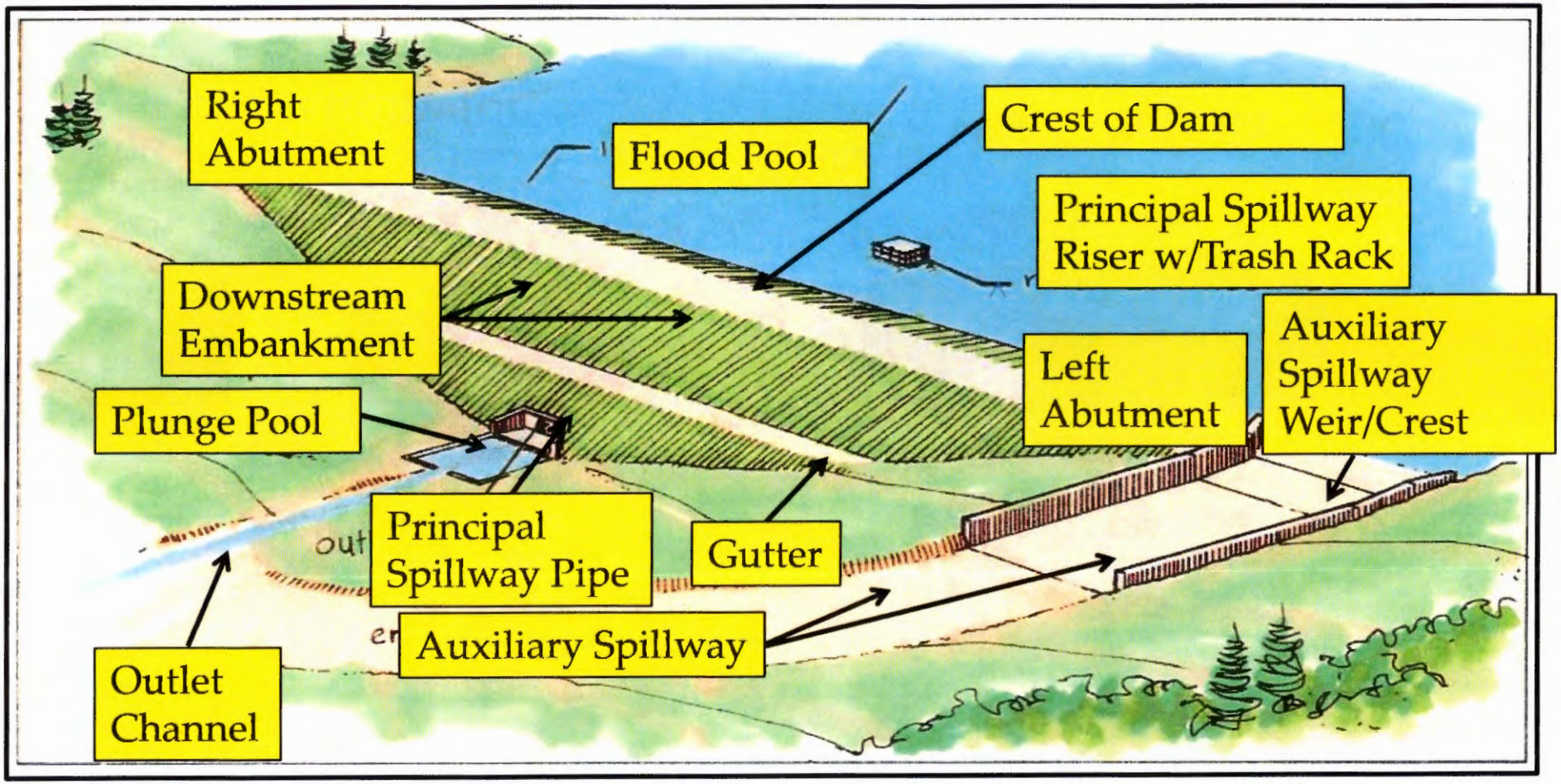


Nationwide



West Virginia

Typical Dam Features



Causes of Dam Failures

- 34 percent -- Inadequate spillway design
- 30 percent -- Foundation defects
- 20 percent -- Seepage and piping
- 10 percent -- Conduit cracks
- 6 percent -- Miscellaneous

A 2009 Federal Energy Regulatory Commission study found nearly half of the dams that failed were 50 years old or older.

Salem Fork Sponsor Contributions

Sponsor	Amount
Harrison County Commission	$8,000.00
City of Salem	In-kind work

5 Year Record of Contributions

Sponsor	2016	2017	2018	2019	2020	Total
Harrison County Commission	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$8,000.00	$36,000.00
City of Salem	-0-	-0-	-0-	-0-	*see note	-0-

5-year Expenditure-Salem Fork Watershed

2016	2017	2018	2019	2020	Total
$5,762.50	$5,417.50	$10,900.00	$19,100.00	*-0-	$41,180.00

* 2020 amount *does not* reflect the cost of normal maintenance performed in-kind under agreement with the City of Salem

Salem Fork Dams

Dam	Year Built	Age	Permanent Pool
Salem Fork 9	1955	66	3.0 acres
Salem Fork 11	1956	65	1.0 acres
Salem Fork 11A	1954	67	0.92 acres
Salem Fork 12	1955	66	1.0 acres
Salem Fork 13	1954	67	1.23 acres
Salem Fork 14	1958	63	1.5 acres
Salem Fork 15	1956	65	1.0 acres

Salem Fork Dams

Dam	Repairs/Investigations Needed*
Salem Fork 9	N/A
Salem Fork 11	Outlet channel work, toe drain repairs, and evaluation of seepage
Salem Fork 11A	Cleaning outlet channel
Salem Fork 12	Repair work on outlet channel, toe drain repairs, and buffer zone clearing
Salem Fork 13	Trash rack repairs and outlet channel clearing
Salem Fork 14	Repair work on outlet channel and seepage control
Salem Fork 15	Evaluate/repair slip

5-year Planned Expenditures-Salem Fork Watershed

Dam	2021	2022	2023	2024	2025	Total
Salem Fork 9	$2,090.00	$2,090.00	$2,090.00	$2,090.00	$2,090.00	$10,450.00
Salem Fork 11	$2,090.00	$2,090.00	$2,090.00	$2,090.00	$2,090.00	$10,450.00
Salem Fork 11A	$6,633.00	$880.00	$880.00	$880.00	$880.00	$10,153.00
Salem Fork 12	$6,633.00	$880.00	$1,980.00	$880.00	$880.00	$6,633.00
Salem Fork 13	$14,685.00	$1,980.00	$1,980.00	$2,530.00	$2,530.00	$23,705.00
Salem Fork 14	$990.00	$2,640.00	$990.00	$990.00	$990.00	$6,600.00
Salem Fork 15	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$5,500.00
Total	$34,221.00	$11,660.00	$11,110.00	$10,560.00	$10,560.00	$78,111.00

* Amounts reflect the estimated cost of normal maintenance performed in-kind under agreement with the City of Salem


6/ 8/2020


6/26/2020

Questions – Comments

West Fork Conservation District
87 Ollie Lane, Suite 104
Mt. Clare, WV 26408
304-627-2160

West Virginia Conservation Agency
255 Gus R. Douglass Lane
Charleston, WV 25305
304-558-2204

HARRISON COUNTY
SHERIFF AND TREASURER
ROBERT G. MATHENY

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

23

December 9, 2020

William A. Parker, County Administrator
301 West Main St
Clarksburg, WV 26301

Dear Mr. Parker:

We hereby recommend promoting Robert G. Matheny II to the vacant position of Chief Investigator and will move to Paygrade/Step 11-6.

David Harris will be promoted to the vacant position of Lieutenant of Security, which will be vacated by Matheny's promotion. His Paygrade/Step will move to 11-2.

The position vacated by David Harris will be filled at a later Date. These positions are funded and will not impact the budget.

Thank you for your attention to this matter.

Sincerely,

E.S. Lattea
Chief Law Enforcement Deputy

R.W. Miller
Chief of Security

THRASHER

COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

27

January 25, 2021

William A. "Willie" Parker
Harrison County Administrator
Via Email: wparker@harrisoncountywv.gov

RE: Proposal for the evaluation of 609 W Main Street and 633 Pike Street

Mr. Parker,

The Thrasher Group (Thrasher) is pleased to have an opportunity to present a proposal to provide building evaluation services for the above referenced projects. The following details our proposal for the Scope of Work, Project Schedule, and Fees & Payment.

A. SCOPE OF WORK

1. Our team will conduct a thorough evaluation of both facilities. In general, the following major building components will be evaluated:

    a. Exterior building envelope and cladding systems
    b. Foundation systems
    c. Windows and entrance systems
    d. Roofing systems along with gutters and downspouts
    e. Interior finishes: flooring, wall covering, ceilings, doors, etc.
    f. Major HVAC equipment
    g. Plumbing systems & components
    h. Electrical equipment
    i. Sidewalks & curbs
    j. Paving & exterior concrete
    k. Site drainage
    l. Retailing walls
    m. ADA access

2. Our team will complete a detailed report for each facility noting the conditions of all items evaluated. The report will note any deficiencies and provide an estimated repair/replacement cost for these items. We will provide a prioritized list of recommended improvements as well as provide the remaining lifespan of major building components.

3. For the 633 Pike Street facility, our structural engineers will evaluate the buildings structural components to determine what the maximum load is for the buildings floor system.

4. This proposal does **NOT** include:

   a. Hazardous materials testing
   b. As-built drawings
   c. Schematic design services
   d. Any other services not specifically identified in A1- A2.

B. PROJECT SCHEDULE

The Thrasher Group is prepared to begin the work immediately. It is estimated that the evaluations and reports for both facilities will be completed within two weeks max.

C. FEES & PAYMENT

1. The lump sum fees for the Scope of Work identified in Section A =is as follows:

   a. 609 W. Main Street = $9,000.00
   b. 633 Pike Street = $10,000.00

2. These lump sum fees include reimbursable expenses and will be billed once the evaluations are complete.

3. The Thrasher Group, Inc. has the capabilities to provide additional architectural, engineering and environmental services, as well as construction management, materials testing, etc., if requested.

Please do not hesitate to contact us if you have questions or need further clarification.

Sincerely,

THE THRASHER GROUP

CRAIG M. BAKER, ALEP
Architecture Division Manager

ACCEPTANCE:

The above proposal and conditions, and accepted and agreed to payment, will be made as specified above.

_____ _____

NAME DATE

TERMS AND CONDITIONS

Let it be known that, "Consultant" means The Thrasher Group, Inc. "Client" means Harrison County Commission and your successions or assigns.

Period of Performance: Services provided under this Work Order are proposed to be completed within a reasonable amount of time from execution of this document, unless a separate schedule is attached.

Payment: Client will be billed monthly for Services provided under Work Order. Invoices shall be payable within thirty (30) days of receipt of invoice. Client agrees to pay a 1.5% per month late payment charge after thirty (30) days. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice.

In the event of nonpayment of the account within sixty (60) days after invoices are rendered, Consultant shall have the right to cease all further Services on the project and pursue legal methods of collection.

Existing Information and Subsurface Conditions: Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which we can rely.

Hazardous Materials: If hazardous materials are discovered at the project site, Consultant can terminate our obligations under this Agreement.

Limitations on Liability: Consultant's liability, and the liability of the Consultant's employees and/or subcontractors to the Client for damages arising from service provided or from the Agreement shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for expert witness fees to the Consultant's total fee for services received under this Agreement

Insurance: Consultant shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Consultant waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Mediation: Prior to any litigation, arbitration or other proceeding, Client and Consultant shall attempt to mediate any dispute arising from services provided under this Agreement. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Consultant will equally share all fees and costs of mediation.

Termination: Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice, or may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing services, in preparing to perform services, and in orderly terminating Services.

Full and Final Agreement: This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Consultant. Should no action be taken by Client within 90 days of the date of submission, this proposal shall be considered null and void.

INDEMNIFICATION

Subject to Limitations of Liability, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the client harmless from damage or liability to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the client is legally liable and arising from the project that is the subject of this Agreement.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

STANDARD OF CARE

Consultant shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties including

warranty or merchantability or warrant of fitness for a particular purpose, are expressly disclaimed.

ACCEPTANCE

Upon reviewing this Agreement, should Client find all matters satisfactory, this Agreement shall be considered a binding contract which shall be signed by authorized representatives of Client and Consultant. Signing and returning this agreement shall be considered as a notice to proceed for Consultant to commence work on the project and constitutes acceptance of the Terms and Conditions of this Agreement without modification, addition, or deletion.



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

COMMISSIONERS
DAVID L. HINKLE
SUSAN J. THOMAS
PATSY TRECOST II

At the regular meeting of the County Commission of Harrison County held at 10:00 a.m. on Thursday, January 21, 2021 Commissioners Susan J. Thomas, David Hinkle and Patsy Trecost II were present. Also present were John Spires, County Clerk, William A. "Willie" Parker, County Administrator, and Jessica Sell, Assistant County Administrator. Commissioner Thomas opened the meeting and Johnny Davis led those present in prayer. Thomas led in the Pledge of Allegiance to the Flag. All motions passed unanimously unless otherwise noted.

Appointments:

10:00 a.m. Call To Order --- Invocation --- Pledge of Allegiance

10:00 a.m. Impakt Media Proposal for Harrison County Commission – Luke Nesler, **CEO Impakt Media,** spoke about the digital marketing proposal. Mr. Nesler worked with Jessica Sell, Mike Pizzino, **GIS Coordinator – Assessor's Office.** Charlie Curkendall, ~~**from IT department,**~~ **Director IT Department,** and Brian Hayes, ~~**from IT department**~~ **Deputy Director IT Department**, to ~~**find out**~~ **establish** the scope of the work. Mike Pizzino thought there was going to be some social media work in addition to the website. Brian Hayes asked if the individual departments could have their own website within the Word Press proposal. Patsy Trecost stated that he only wanted a social media Facebook page for the county that could be done in-house. Susan Thomas stated that she believed this could be done in-house. David Hinkle stated it took forever to find a link for the voting results. ~~**He**~~ **and** believes the current page is poorly laid out. Mike Pizzino felt a new website could be done in a week, as he has already done some preliminary work on a new website. **The Commission did not move forward with the proposal as presented from Impakt Media.**

11:00 a.m. GSA Project Review --- Bond Counsel -- A&E Firm -- General Contractor
Parker mentioned individuals present in Commission Meeting Chambers and via Zoom **including the following:** Thomas L. Aman, Jr. **Bond Counsel – Steptoe & Johnson, , Kimberly Cleckley,** Matt Highland, Dennis James, Alan Hopperstead, and Tom Hacke, **Rycon Construction representatives, Mike Moore, Glenn Savage, Jody Driggs, Tom Potts, Silling Associates representatives and Clayton White, Mike Woodall, Thrasher Group representatives. This matter was included on the agenda so the Commission could get an overall status update on the project.**

Representatives from Rycon Construction and Silling Associates updated the Commission as to the current status of the project. Commissioner Trecost questioned the suitable of the soils for the foundation, support of a three story structure and additional excavation. Representatives from Silling and Rycon advised the Commission the current design based on the initial core borings and follow-up inspections, which were performed by Civil Environmental Consultants, Inc., would be satisfactory for the building and no design change would be required. In addition, the Commission was advised the Rycon contract allowed for a certain amount for over-excavation with a final credit or charge to be determined. Commissioner Trecost questioned the feasibility of removing the 3rd floor from the current design and construction project. There was extensive discussion on the required adjustments to the project to accomplish this task such as: cost and time of redesign, delay cost for general contractor, possible subcontractor contract issues for materials and supplies ordered for current deign (mechanical systems – elevator shaft – structural steel etc..) Commissioner Hinkle questioned as to origin on the possibility of removing the third floor from the project and the source of funds on the associated cost for exploring this option. Commissioner Hinkle questioned if the project would need to be rebid if such a major change was undertaken. Thomas Aman and William Parker advised the Commission that any redesign cost would most likely need to come from local funds and not bond proceeds since a design had already been approved and paid for from the bond funds. After Additional discussion the Commission took no action to change the design or make any modifications to the project.

~~Trecost asked for an update. Tom Hackey spoke of the utility work that has been done. Mr. Hackey said concrete work will begin soon. The steel is expected in late March. Mr. Hackey stated there are some areas of soil that are unsuitable and they will be replaced soon. Rycon's contract includes the over excavation of the area. Trecost asked about getting an estimate of removing the Third Floor from plans if the weight was too much for the soft soil. Hinkle asked how the re-design would impact work already completed and the materials already ordered. Hinkle asked how long of a delay it would be to re-design the building, and if the project would have to be rebid. Trecost asked for a rough estimate on re-design. Tom Aman spoke on impact of re-design as to the bonds and if project changes were considered. Nothing was authorized to be done at this point.~~

NEW BUSINESS – Action Items for Consideration or Approval:

1. Public Comment Period – None

2. Consent Agenda – Hinkle would like to pull the minutes off and vote on each one individually. Susan Thomas asked where we were with Board Docs. Mr. Parker and John Spires, County Clerk, will look into the matter.

3. Payroll Change Notices – None

4. Exonerations --- Corrective Tickets --- Joint Property Application – None

5. Consolidations of Land --- Segregations of Land – None

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) – None

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 – None

8. Review – Discuss – Consider Adoption by the County Commission of a Resolution Which Would Authorize the Execution and Delivery of a Replacement Bond for the Tax Increment Revenue Bonds, Series 2016 A (Development District No. 4- White Oaks Industrial Park Project No. (1) In Order to Designate a New Owner of the Bond as Required by the Governing Documents for the Bond Issue – Mr. Tom Aman, Bond Counsel Steptoe & Johnson, spoke about the background needed for the replacement bond. Trecost made a motion to move forward and accept the replacement bond and to direct the President to sign, with no cost to the Commission. Motion carried.

9. Review – Discuss – Consider Services of Simmerman Law Office PLLC Related to Engagement Letter Authorized and Approved During the January 13, 2021 – Mr. Parker spoke about the follow-up discussion that they have had with Mr. Simmerman. Trey Simmerman spoke on his credentials and expertise. Susan Thomas was happy to have Mr. Simmerman on board and felt it was a long time coming. Hinkle would like an up-to-date engagement letter correcting dates and the fee schedule. Hinkle would like to see the agreement renewed yearly.

10. Review – Discuss – Consider Staff Recommendations for A/E Services Related to:
    a. 609 West Main Street – Law Enforcement Building (Former MSES Location)
    b. 633 West Pike Street – Law Enforcement Equipment & Evidence Storage & County Storage (Former DHHR Location)

    Mr. Parker spoke about project costs and the background on both properties. The Committee that met consisted of Willie Parker, Jessica Sell, and Greg Dale. It is the recommendation of the Committee to move forward with the Thrasher Group. Trecost made a motion to move forward with staff recommendation. Motion carried.

11. Review – Discuss – Consider Technology Improvements to Commission Meeting Room, Including but not limited to, Additional Viewing Screen, Additional Camera, Sound Amplification – Mr. Parker stated they have had feedback from individuals in regards to the difficulty of hearing the Commissioners at times during some discussion. Mr. Parker has met with Brian Hayes, Deputy Director IT Department, on options and solutions. Brian Hayes spoke about what items were available in-house and what might need to be purchased. Hinkle said he has had complaints on people hearing conversations and Commissioners not being seen on Zoom. Hinkle made a motion to authorize up to $2500 if needed to improve the situation. Hinkle and Thomas voted yes. Trecost voted no. Motion carried **with two in favor and one against.**

12. Review – Discuss- Consider Adoption by the County Commission an Order Approving and Creating a Tax Increment Financing District in Harrison County to be known as The County Commission of Harrison County Development District No. 7 (the "TIF District"), Approving Project Plan No. 1 for the TIF District, Establishing a Tax Increment Financing Fund and Providing for Other Matters in Connection therewith. – Mr. Parker spoke about the Order. Mr. Thomas Aman spoke about the public hearing and meetings with the developer with the plan being submitted to the WV Development Office. An approval letter was received and authorization was given to create a TIF fund – District No. 7. Hinkle made a motion to approve. Motion carried.

13. Commissioner Comments – Questions

Susan Thomas would like to get Board Docs done.

Hinkle spoke of COVID vaccines, the number of active cases, and the number of recoveries. Hinkle would like to appropriate more money for people to handle the phone lines. Hinkle would like to see $10,000 to $15,000 be given. Hinkle said the hospital should start giving shots at the Mall starting in February. Hinkle stated they have 10 phones, but only have 5-6 people available to answer. Trecost asked about using existing staff to field calls to save cost. Mr. Parker will review staff and see what staff might be available. Hinkle made a motion to set aside $10,000-$15,000 for extra staff to field OEM calls if need. Motion carried.

Trecost stated Chief Jack Moore had contacted him and said the car that was donated to the Volunteer Fire Department ~~them~~ is about shot. Trecost asked Sheriff Matheny to get with Chief Moore about another replacement.

Trecost asked Sheriff Matheny to get together a list of vehicles that might need replaced for the Harrison County Sheriff's Office for budget consideration.

Trecost asked Mr. Parker to get Trey Simmerman the Rycon contract and the Silling contract for Mr. Simmerman to review.

Trecost asked Mr. Simmerman if he could review the individual board terms and when they expire.

Trecost asked if an in-house civil engineer could have done No. 10 on the agenda.
Trecost asked about the $400,000.00 loan and if any of the monies could be used on another building.
Trecost asked if the window was ordered for the Sixth Floor.
Trecost asked Mr. Parker to get with Judge Matish in regards to additional space on the Sixth Floor.

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

A. Minutes and/or Amended Minutes of Previous Meeting
   1. December 23, 2020 – No additions or corrections. Hinkle moved to approve the minutes as received. Motion carried.
   2. December 30, 2020 – Hinkle noticed a lot of corrections to the minutes. Mr. Parker said he made the corrections and additions that were in red. Hinkle made a motion to approve as presented. Motion carried.
   3. January 06, 2021 – No additions or corrections. Hinkle moved to approve the minutes as received. Motion carried.
   4. January 13, 2021 – No additions or corrections. Hinkle moved to accept as presented. Motion carried.

B. Requisitions --- Purchase Orders --- Invoices

C. Weekly Fiduciary Report from the County Clerk

D. Monthly Fiduciary Commission Settlements

E. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts
   1. East View Public Service --- Meeting Minutes 01-12-2021 – Hinkle stated the information from East View Public Service is inadequate and should not be accepted as a report to us. Hinkle made a motion to remove East View Public Service district information from the Consent Agenda. Motion carried.
   2. Greater Harrison County PSD --- Agenda 01-20-2021 --- Financials 12-31-2020
   3. Charles Pointe Community Enhancement District Board --- Minutes from Meeting on December 4, 2020 & December 18, 2020

F. Correspondence from Joseph R. "Rocky" Romano, Assessor, Regarding Statutory Notices Issued by the Office of the Assessor and/or the Property Tax Division of the State Tax Department

G. Harrison County Commercial Solid Waste Facility Sitting Plan filing as Required by WV Solid Waste Management Board

H. Correspondence from Joseph R. "Rocky" Romano Regarding the North Central Crossroads TIF District #7 --- 2021 Preliminary Taxable Base Assessed Values

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

1. Certain Appointments to Boards & Committees by the County Commission
2. Employment of Civil Engineer for the County

Trecost made a motion to adjourn. Motion carried.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan J. Thomas, President Date

United States of America

State of West Virginia

County of Harrison, ss.

Clerk's Fiduciary Report

Estate from Wednesday, January 20, 2021, through Tuesday, January 26, 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, Wednesday, January 20, 2021, the following matters were disposed of in the presence of the Clerk:

The said estate of **TONI L. ROUSH SHREVES**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOHN DAVID MOORE** was appointed and qualified as ADMINISTRATOR of the estate of **JAMES DOUGLAS MOORE**, deceased. No bond was required .

On, Thursday, January 21, 2021, the following matters were disposed of in the presence of the Clerk:

The said estate of **KIMBERLY SUE ROLLINS**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **CASEY B MAHONE** was appointed and qualified as ADMINISTRATOR of the estate of **MICHAEL SHANNON MAHONE**, deceased. Bond was 1,500.00.

On, Friday, January 22, 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, **CATHY LOUISE BURNSIDE** was appointed and qualified as ADMINISTRATRIX of the estate of **GREGORY GAIL BURNSIDE**, deceased. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **STANLEY O BARNES** was appointed and qualified as ADMINISTRATOR of the estate of **THOMAS CARL BARNES**, deceased. No bond was required.

The last will and testament of **PATRICK HENRY CUNNINGHAM**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DONNA COMBA, who was named in the last will and testament of **PATRICK HENRY CUNNINGHAM**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **EMMA WITTE ELLIOTT**, deceased, late a resident of CABELL, WEST VIRGINIA, was admitted to record.

On, Monday, January 25, 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, **DENNIS W FORTNEY** was appointed and qualified as ADMINISTRATOR of the estate of **DEBRA LEE FORTNEY**, deceased. Bond was 1,000.00.

The last will and testament of **ARLEN KEITH MICHAEL**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JEFFREY C MICHAEL, who was named in the last will and testament of **ARLEN KEITH MICHAEL**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **DAVID EUGENE STARKEY**, deceased, late a resident of Suffolk, Virginia, was admitted to record.

On, Tuesday, January 26, 2021, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JOHN PATRICK TENDA**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DENISE MARIE ROGERS STEFFICH, who was named in the last will and testament of **JOHN PATRICK TENDA**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **GEORGE ANDREW BAUGHMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

SANDRA J STREETS, who was named in the last will and testament of **GEORGE ANDREW BAUGHMAN**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

MARY JO BRAGG LOPEZ, who was named in the last will and testament of **LUCY ALVAREZ**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **VICTORIA BOYLEN**, deceased, late a resident of Lewis, West Virignia, was admitted to record.

A duly certified copy of the last will and testament of **DWIGHT L MUSSER**, deceased, late a resident of Putnam, West Virginia, was admitted to record.

John R Spires
Clerk of the Harrison County Commission

Wednesday, February 3, 2021

Confirmed

D-1

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

DINO S. COLOMBO, II, EXECUTOR OF THE ESTATE OF DINO S. COLOMBO	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Dino S. Colombo, II, Executor, and all known heirs and distributes of the estate of Dino S. Colombo, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

United States of America

State of West Virginia County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, DINO S. COLOMBO, II personal representative(s) in the estate

of DINO S. COLOMBO, 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.

DINO S. COLOMBO, II
EXECUTOR

STATE OF West Virginia COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 9th day of January, 2021.

My Commission expires: March 22, 2022

Linda S. Stack
Notary Public

Official Seal
Notary Public, State Of West Virginia
Linda S Stack
581 Crawford Ave
Star City WV 26505
My commission expires March 22, 2022

DINO S. COLOMBO, II
BENEFICIARY

STATE OF West Virginia COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 9th day of January, 2021.

My Commission expires: March 22, 2022

Linda S. Stack
Notary Public

Official Seal
Notary Public, State Of West Virginia
Linda S Stack
581 Crawford Ave
Star City WV 26505
My commission expires March 22, 2022

STEVEN J. COLOMBO

BENEFICIARY

STATE OF West Virginia COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 9th day of January, 2021.

My Commission expires: March 22, 2022

Linda S. Stack
Notary Public

Official Seal
Notary Public, State Of West Virginia
Linda S Stack
551 Crawford Ave
Star City WV 26505
My commission expires March 22, 2022

Please note for dates of death July 13, 2001 or after, any heirs who are to receive 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 _____ day of _____, _____.

By

Susan J Thomas
Clerk of the Harrison County Commission

June Eschenmann
Deputy Clerk

Your Commissioner certifies that Dino S. Colombo, II, Executor, is duly appointed and acting personal representative of the estate of Dino S. Colombo, deceased, that more than sixty days have elapsed since the filing of any notice required by Section 1, Article 2, Chapter 44, of the Code of West Virginia as amended, that no known or unpaid claims exist against said estate; that all heirs and distributees have been advised of the share or shares to which each is entitled as determined by the Last Will and Testament of Dino S. Colombo, deceased, and that they have executed a Waiver of Final Settlement agreement; true copies of which are attached hereto.

GIVEN under my hand this _____ day of _____ 2021.

James A. Varner, Sr.

Fiduciary Commissioner

D-2.

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

AMY TRADER, EXECUTRIX OF THE ESTATE

OF

///

REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

NORMA JEAN ROMESBURG, DECEASED

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

The report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Norma Jean Romesburg, deceased.**

Your Commissioner who has before him the Waiver of Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries and distributees of the **Estate of Norma Jean Romesburg,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That said estate was referred to Norman T. Farley, Fiduciary Commissioner, on the **21st day of July, 2020**;

That your Commissioner approved the Appraisement of said estate and caused the same to be recorded in the Office of this Commission; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code as amended, the **8th day of November, 2020,** was appointed as the day to receive on or before that date proofs of claim against said estate at his law office in Bridgeport, Harrison County, West Virginia, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **9th** and **16th** days of **September, 2020;** and,

Your Commissioner further reports that no claims were filed against the estate and that no necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That said personal representative submitted the attached Waiver of Settlement duly executed by the personal representative and all heirs, beneficiaries and distributees of the **Estate of Norma Jean Romesburg,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **6th** and **13th days of January, 2021**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication your Commissioner proceeded to make this final report for the settlement of the accounts of said personal representative.

This Report and attached Waiver of Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Amy Trader, Executrix of the Estate of Norma Jean Romesburg, deceased.**

GIVEN under my hand this 22nd day of January, 2021.

Norman T. Farley, Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,AMY TRADER, personal representative(s) in the estate of NORMA JEAN ROMESBURG 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.

AMY TRADER Amy Trader (L.S.)
EXECUTRIX

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 10 day of December, 2020.

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

AMY TRADER Amy Trader (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 10 day of December, 2020.

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

HOLLY CAROLINE MARTIN Holly Caroline Martin (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11 day of December 2020

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

ROBERT LEE ROMESBURG Robert Lee Romesburg (L.S.)
HUSBAND

STATE OF Ohio COUNTY OF Trumbull

The foregoing instrument was acknowledged before me this 4th day of December, 2020.

My Commission expires: 2/17/2021 Steve Elash
Notary Public

STEVEN L. ELASH
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2021
Recorded in Mahoning County

SHAWN ROBERT TRADER Shawn Robert Trader (L.S.)
SON

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 10 day of December, 2020.

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

MICHAEL MARTIN Michael Martin (L.S.)
SON IN LAW

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11 day of December, 2020.

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

SETH MICHAEL MARTIN Seth Michael Martin (L.S.)
GRANDSON

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11 day of December, 2020.

My Commission expires: 6/28/2023 Lisa J Pride
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa J. Pride
BC Bank
1105 Buckhannon Pike
Nutterfort, WV 26301
My Commission Expires June 28, 2023

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 _____day of _____, _____.

Susan J Thomas
Clerk of the Harrison County Commission

By _____
Casey Blake
Deputy Clerk

D3.

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

TRACY L. HOOPER, EXECUTRIX
OF THE ESTATE

OF

DAVID D. SANDERS, DECEASED

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Tracy L. Hooper, Executrix and all known heirs and distributees of the estate of David D. Sanders, deceased, as presented to, received by and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia, to whom this case was referred, as in such cases made and provided by law:

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,TRACY L HOOPER, personal representative(s) in the estate of DAVID D SANDERS 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.

TRACY L HOOPER — Tracy L Hooper (L.S.)
EXECUTRIX

STATE OF Virginia COUNTY OF Albemarle

The foregoing instrument was acknowledged before me this 16 day of November, 2020.

My Commission expires: 01/31/23 — S. P. Friend
Notary Public

SYDNEY PAIGE FRIEND
NOTARY PUBLIC
REG. #7851069
MY COMMISSION EXPIRES
JAN. 31, 2023
COMMONWEALTH OF VIRGINIA

JODI L MULLENAX — Jodi L Mullenax (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 19 day of November, 2020.

My Commission expires: Feb. 14, 2022 — Brenda L Hart
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
STATE OF WEST VIRGINIA
BRENDA L HART
2455 MEADLAND ROAD
BRIDGEPORT, WV 26330
MY COMMISSION EXPIRES FEB. 14, 2022

JAMI L CHALFANT — Jami L Chalfant (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 19 day of November, 2020.

My Commission expires: Feb. 14, 2022 — Brenda L Hart
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
STATE OF WEST VIRGINIA
BRENDA L HART
2455 MEADLAND ROAD
BRIDGEPORT, WV 26330
MY COMMISSION EXPIRES FEB. 14, 2022

TRACY L HOOPER (L.S.)
DAUGHTER

STATE OF Virginia COUNTY OF Albemarle

The foregoing instrument was acknowledged before me this 16 day of November, 2020.

My Commission expires: 01/31/23

Notary Public

SYDNEY GAYLE FRIEND NOTARY PUBLIC REG. #7851069 MY COMMISSION EXPIRES JAN. 31, 2023 COMMONWEALTH OF VIRGINIA

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 _____day of _____, _____.

Susan J Thomas
Clerk of the Harrison County Commission

By _____
Casey Blake
Deputy Clerk

Your Commissioner certifies that Tracy L. Hooper, Executrix, is the duly appointed and acting personal representative of the estate of David D. Sanders, deceased, that more than sixty days have elapsed since the filing of any notice required by Section 1, Article 2, Chapter 44, of the Code of West Virginia as amended, that no known or unpaid claims exist against said estate; that all heirs and distributees have been advised of the share or shares to which each is entitled as determined by the Last Will and Testament of David D. Sanders, deceased, and that they have executed a Waiver of Final Settlement agreement; true copies of which are attached hereto.

GIVEN under my hand this the 21st day of January 2021.

Fiduciary Commissioner

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

TRACY L. HOOPER, EXECUTRIX
OF THE ESTATE

OF

DAVID D. SANDERS, DECEASED

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Tracy L. Hooper, Executrix and all known heirs and distributees of the estate of David D. Sanders, deceased, as presented to, received by and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia, to whom this case was referred, as in such cases made and provided by law:

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,TRACY L HOOPER, personal representative(s) in the estate of DAVID D SANDERS 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.

TRACY L HOOPER Tracy L. Hooper (L.S.)
EXECUTRIX

STATE OF Virginia COUNTY OF Albemarle

The foregoing instrument was acknowledged before me this 16 day of November, 2020.

My Commission expires: 01/31/23 S. P. Friend
Notary Public

SYDNEY PAIGE FRIEND NOTARY PUBLIC REG. #7851069 MY COMMISSION EXPIRES JAN. 31, 2023 COMMONWEALTH OF VIRGINIA

JODI L MULLENAX Jodi L Mullenax (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 19 day of November, 2020.

My Commission expires: Feb. 14, 2022 Brenda L Hart
Notary Public

NOTARY PUBLIC OFFICIAL SEAL STATE OF WEST VIRGINIA BRENDA L HART 2455 MEADLAND ROAD BRIDGEPORT, WV 26330 MY COMMISSION EXPIRES FEB. 14, 2022

JAMI L CHALFANT Jami L Chalfant (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 19 day of November, 2020.

My Commission expires: Feb. 14, 2022 Brenda L Hart
Notary Public

NOTARY PUBLIC OFFICIAL SEAL STATE OF WEST VIRGINIA BRENDA L HART 2455 MEADLAND ROAD BRIDGEPORT, WV 26330 MY COMMISSION EXPIRES FEB. 14, 2022

TRACY L HOOPER _____ Tracy L. Hooper (L.S.)
DAUGHTER

STATE OF Virginia COUNTY OF Albemarle

The foregoing instrument was acknowledged before me this 16 day of November, 2020.

My Commission expires: 01/31/23 _____ S. P. Friend

Notary Public

SYDNEY SAIGE FRIEND
NOTARY PUBLIC
REG. #7851069
MY COMMISSION EXPIRES JAN. 31, 2023
COMMONWEALTH OF VIRGINIA

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 _____day of _____, _____.

Susan J. Thomas _____ By _____

Susan J Thomas
Clerk of the Harrison County Commission

Casey Blake
Deputy Clerk

Your Commissioner certifies that Tracy L. Hooper, Executrix, is the duly appointed and acting personal representative of the estate of David D. Sanders, deceased, that more than sixty days have elapsed since the filing of any notice required by Section 1, Article 2, Chapter 44, of the Code of West Virginia as amended, that no known or unpaid claims exist against said estate; that all heirs and distributees have been advised of the share or shares to which each is entitled as determined by the Last Will and Testament of David D. Sanders, deceased, and that they have executed a Waiver of Final Settlement agreement; true copies of which are attached hereto.

GIVEN under my hand this the 21st day of January ~~2020~~ 2021.

James A Varner Sr.
Fiduciary Commissioner

D.4

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

J. SCOTT THARP, EXECUTOR
OF THE ESTATE

OF

CORA ELAINE VELTRI, DECEASED

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of J. Scott Tharp, Executor and all known heirs and distributees of the estate of Cora Elaine Veltri, deceased, as presented to, received by and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia, to whom this case was referred, as in such cases made and provided by law:

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, J. SCOTT THARP, personal representative(s) in the estate of CORA ELAINE T. VELTRI 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.

J. SCOTT THARP
EXECUTOR

J. Scott Tharp (L.S.)

STATE OF WV COUNTY OF Marion

The foregoing instrument was acknowledged before me this 13th day of October, 2020.

My Commission Expires: June 03, 2021

Patricia L Parrucci
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
PATRICIA L PARRUCCI
State of West Virginia
My Commission Expires
June 03, 2021
P O Box 1509 Fairmont, WV 26555-1509

WILLIAM DIXON SHAVER
SON

William Dixon Shaver (L.S.)

STATE OF WV COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of October, 2020.

My Commission Expires: June 03, 2021

Patricia L Parrucci
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
PATRICIA L PARRUCCI
State of West Virginia
My Commission Expires
June 03, 2021
P O Box 1509 Fairmont, WV 26555-1509

MARSHA FOLIO
DAUGHTER

Marsha Folio (L.S.)

STATE OF WV COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of October, 2020.

My Commission Expires: June 03, 2021

Patricia L Parrucci
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
PATRICIA L PARRUCCI
State of West Virginia
My Commission Expires
June 03, 2021
P O Box 1509 Fairmont, WV 26555-1509

MARK A. SHAVER Mark A Shaver (L.S.)
SON

STATE OF WV COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of October, 2021.

My Commission Expires: June 03, 2021 Patricia L Parrucci
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
PATRICIA L PARRUCCI
State of West Virginia
My Commission Expires
June 03, 2021
P O Box 1509 Fairmont, WV 26555-1509

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to receive 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 _____ day of _____, _____.

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

June Eschenmann
Deputy Clerk

Your Commissioner certifies that J. Scott Tharp, Executor is the duly appointed and acting personal representative of the estate of Cora Elaine Veltri, deceased, that more than sixty days have elapsed since the filing of any notice required by Section 1, Article 2, Chapter 44, of the Code of West Virginia as amended, that no known or unpaid claims exist against said estate; that all heirs and distributees have been advised of the share or shares to which each is entitled as determined by the Last Will and Testament of Cora Elaine Veltri, deceased, and that they have executed a Waiver of Final Settlement agreement; true copies of which are attached hereto.

GIVEN under my hand this the _____ day of _____ 2020.

James A. Varner Sr.

Fiduciary Commissioner

Harrison County WV Historical Society

It takes a community to preserve its history

To: Harrison County Commission 1/07/2021

The HCWVHS wishes to thank the commission for their support in 2020. This past year has been a challenging one for our organization. We have had to adapt our program to continue with our mission despite living under the restrictions brought about by COVID-19.

In addition to funding received from the commission, the historical society applied for funding from the CARES ACT Emergency Relief Grant and the SBA's Paycheck Protection Program. There was no guarantee that these applications would be approved. The society was fortunate enough to be approved for both.

As you know from our previous funding requests our primary concern has been our ability to continue to fund our executive director whose presence is essential to our mission. Due to your funding and these two programs we have been able to accomplish the following"

Our executive director led a collaboration with Energy Express and other West Virginia museums and historic sites such as the WV Mine Wars Museum, Arthurdale, Jackson's Mill, and Adaland Mansion to distribute activity sheets to the program's participants throughout the state. We created a COVID-19 journal and an activity on crazy quilts using an image of one from our collection as well as recorded a read aloud using one of our early 20th century children's books in the Vance House for this project. In addition to the above partnership, we have conducted two Harrison History at Home virtual lectures on Lenna Lowe Yost and the 1805 Abel Clemmens ax Murders: recorded content for the WV Humanities Council's Melville Davisson Post podcast; and revamped Spooky Tales on the Rail Trail in a virtual format by pre-recording West Virginia ghost stories on location at the Vance House and Watters Smith Memorial State Park.

P.O. Box 4695, Bridgeport, WV 26330
123 West Main Street, Clarksburg, WV 26301
304-709-4902
hcwvhs@gmail.com
www.harrisoncowvhistoricalsociety.org

Harrison County WV Historical Society

It takes a community to preserve its history

Throughout the pandemic our biggest challenges have been adapting our activities to a virtual format; coordinating the various components for the partnership with Energy Express; and the persistent uncertainty caused by the pandemic. Our struggles with technology have been worth it due to positive feedback from our community. It has also allowed us to reach participants from as far away as Michigan and Arizona.

Since our return to our physical location in the Board of Education we have been completing research requests that are comparable in numbers to 2019's total research requests. We are doing more requests via email, phone, or Facebook Messenger rather than in-person due to the pandemic. Additionally, we have had more audience engagement with our Facebook page since the start of the pandemic. The increase in engagement and "likes" on our page originally started with our "Cabin Fever Question of the Week" throughout April and May, and has been steadily rising as we shared photos of new acquisitions to our collection throughout 2020. Furthermore, we now have more video content on our YouTube channel because of our three Harrison History at Home lectures.

The Harrison County WV Historical Society is alive today due to support from the county commission, the CARES Act Emergency Relief Grant and Payroll Protection Plan. We again thank the commission for being a part of our efforts to continue operating during these trying times. It is the people who do the work and leave the most lasting impact on organizations and communities.

We are looking forward to continuing our partnership with the commission and have ambitious plans for 2021.

Thank you,

Sherri Heavner

Sherri Heavner
Treasurer

P.O. Box 4695, Bridgeport, WV 26330
123 West Main Street, Clarksburg, WV 26301
304-709-4902
hcwvhs@gmail.com
www.harrisoncowvhistoricalsociety.org

Name of Organization/Applicant Harrison County West Virginia Historical Society Inc.

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $

ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):

Utilities	$ 831.60
Insurance	$ 746.00
Payroll	$ 4922.40
	$
	$
TOTAL	$ 6500.00

NAME OF PROJECT/EVENT: Harrison County West Virginia Historical Society Inc.

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):

INCOME SOURCE:		$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)

	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Sherri Heavner — Applicant

1-7-2021 — Date

Submit Form | Print Form | Reset Form

Eliminating the Business Personal Property Tax: Another Ineffective and Expensive Business Tax Cut

January 19, 2021

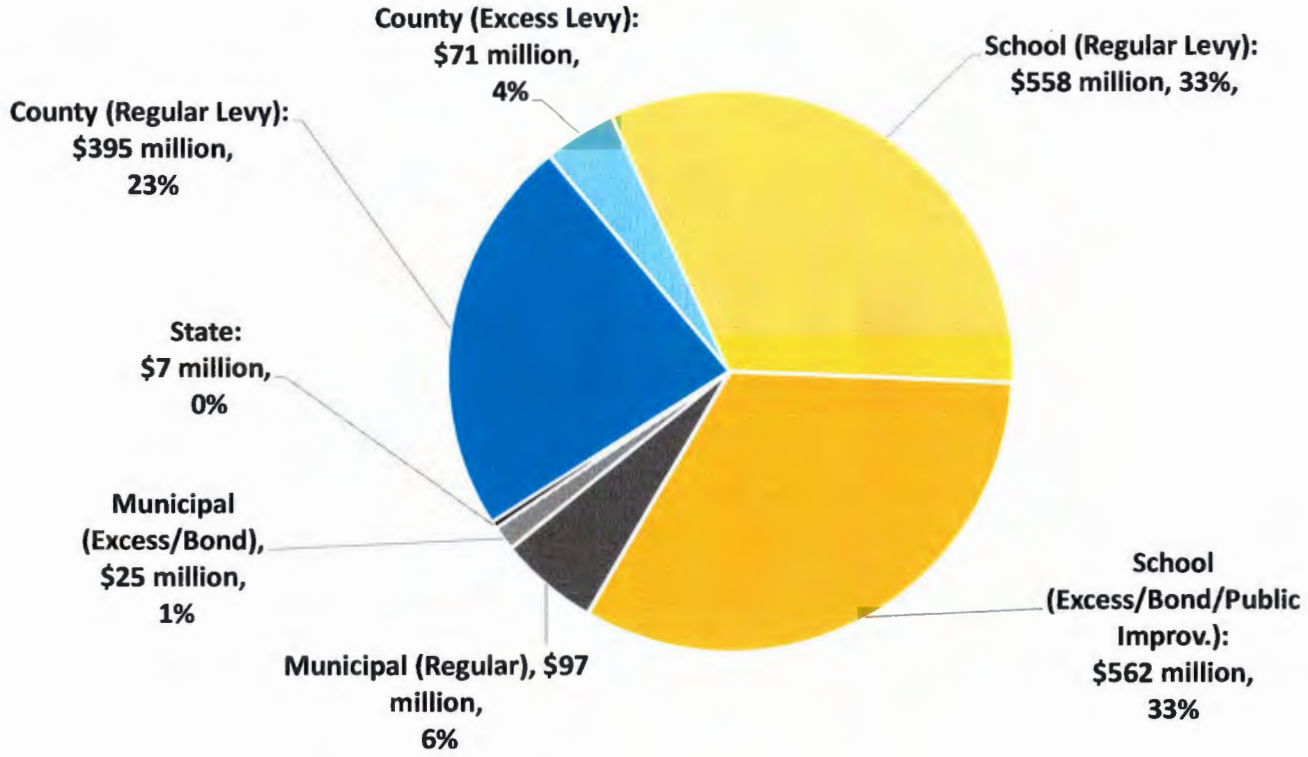
presented by

Sean O'Leary, Senior Policy Analyst
wvpolicy.org @WVCBP
soleary@wvpolicy.org @OLearySW

WEST VIRGINIA CENTER ON BUDGET & POLICY
Data-driven policies. Shared prosperity.

Two-thirds of Property Tax Revenue Funds K-12 Education

Distribution of West Virginia property tax revenue, FY 2019, $1.715 billion

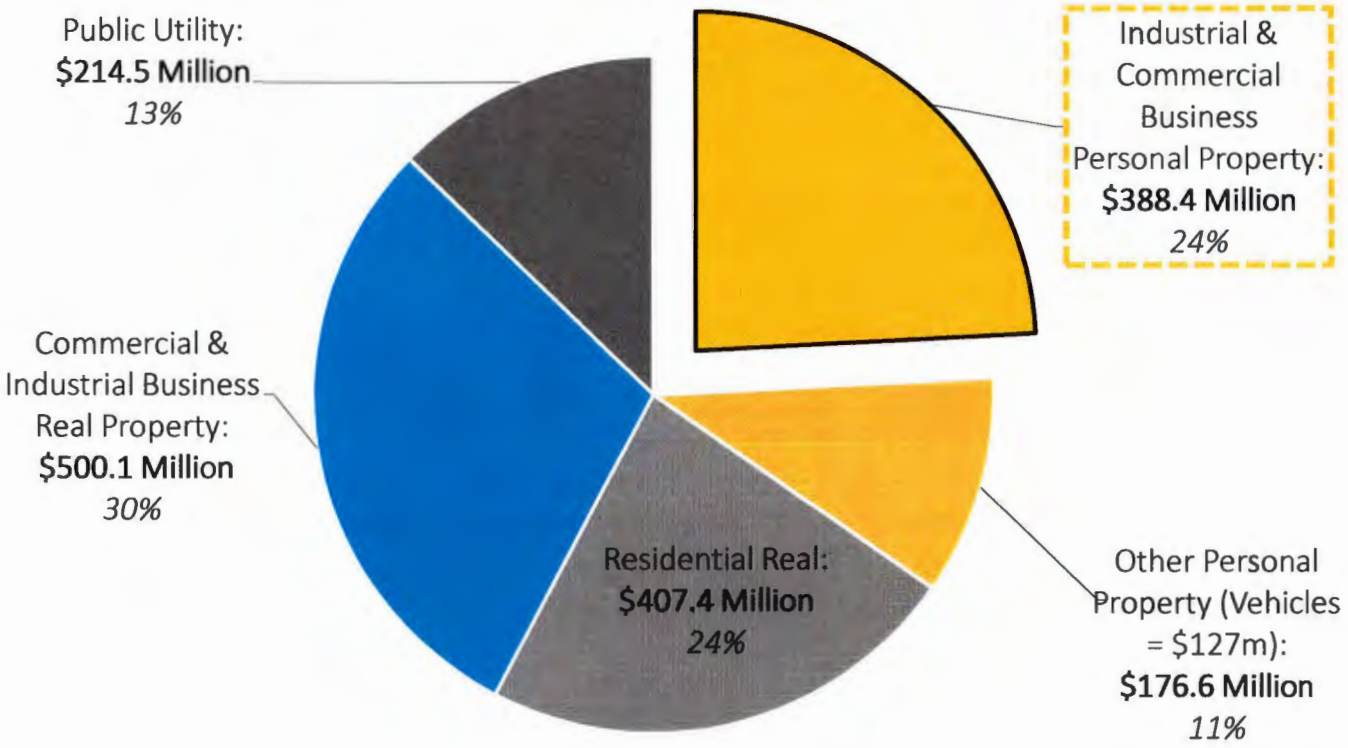


Source: West Virginia State Tax Department

WEST VIRGINIA CENTER ON BUDGET & POLICY

Business Personal Property Taxes Account for 24% of Property Tax Revenue

West Virginia property taxes by source, FY 2016

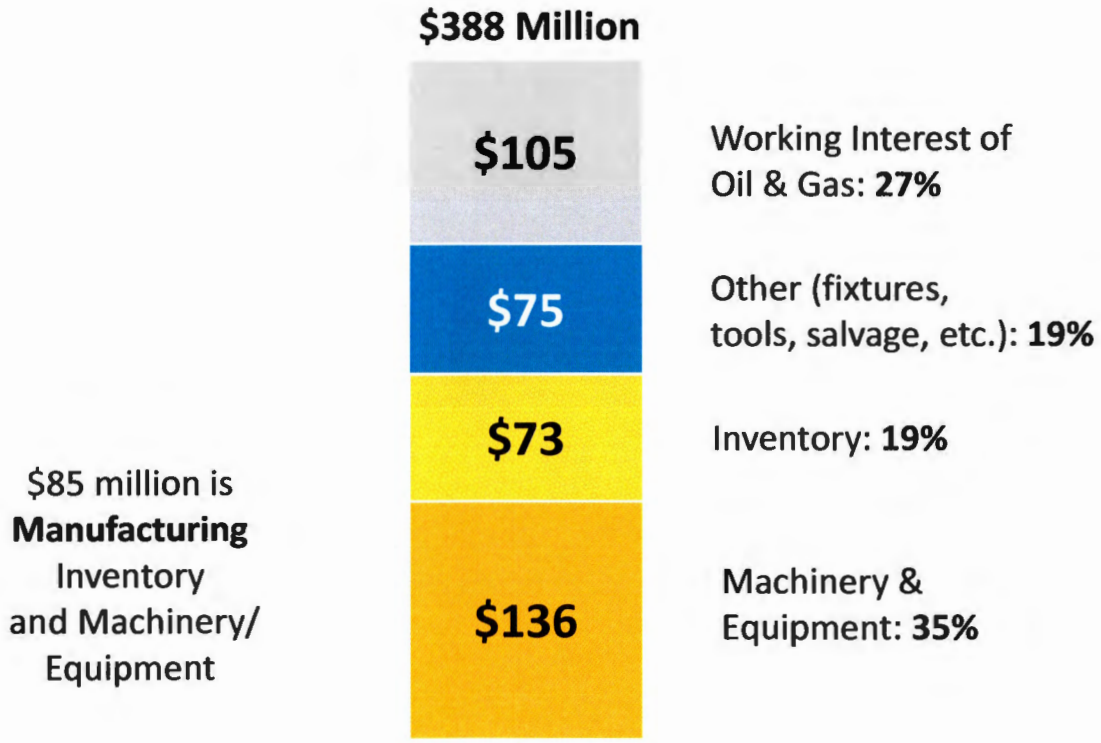


Source: West Virginia State Tax Department

WEST VIRGINIA CENTER ON BUDGET & POLICY

Machinery and Equipment is the Largest Part of the Business Personal Property Tax

West Virginia business personal property taxes by source, FY 2016

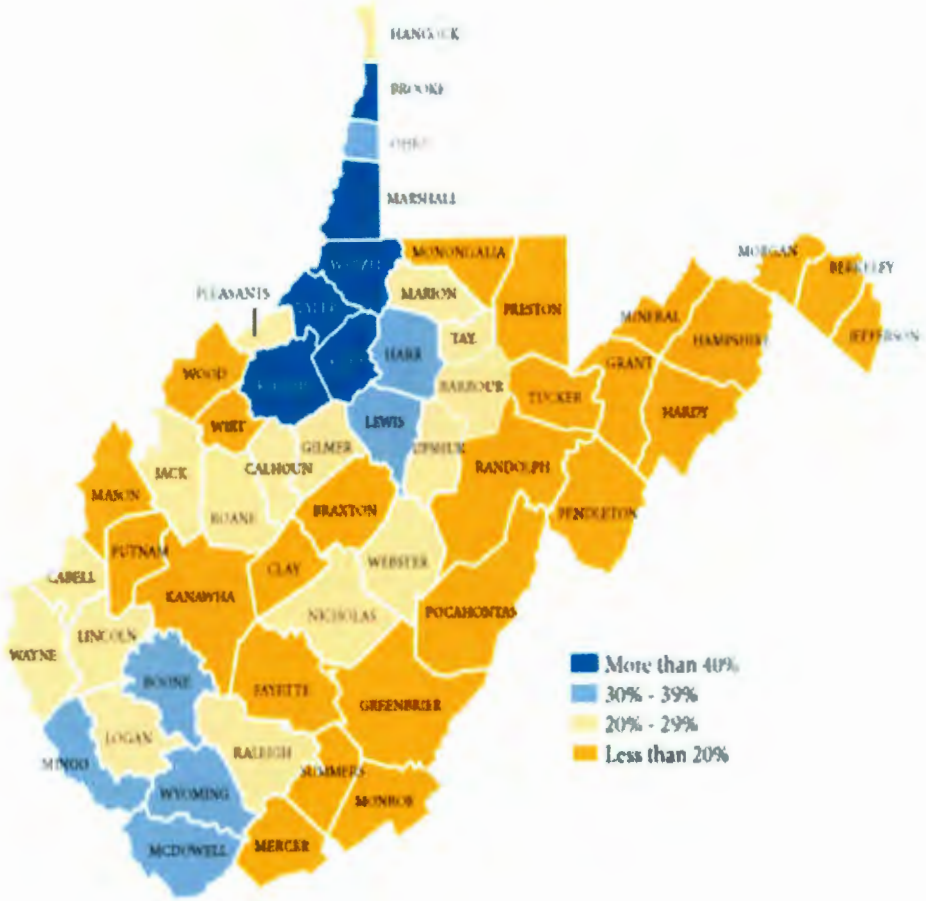


Source: West Virginia State Tax Department

WEST VIRGINIA CENTER ON BUDGET & POLICY

Many Counties Rely Heavily on Business Property Taxes

Business personal property taxes as a share of total property tax revenue, by county, FY 2016



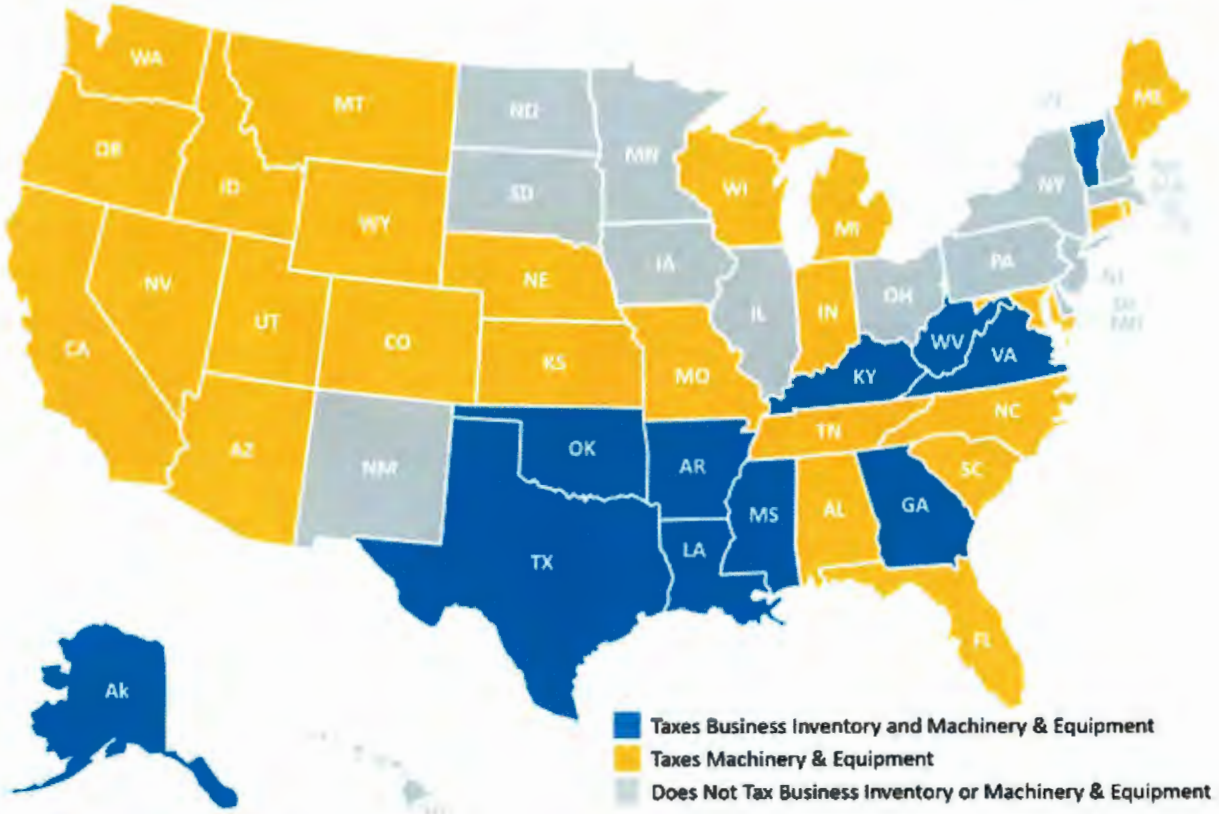
Counties range from **3%** of total property tax revenue to **67%** of total property tax revenue.

Source: West Virginia State Tax Department

WEST VIRGINIA CENTER ON BUDGET & POLICY

Most States Tax Business Personal Property

35 states have inventory and/or machinery and equipment taxes



- Many states that exempt business *personal* property have much higher rates on business *real* property (e.g. Illinois).
- Some states that exempt business personal property have other ways to tax this property. For example, New York taxes most business equipment as "real" property, North Dakota taxes oil/gas machinery as real property,. Meanwhile, Massachusetts businesses pay an annual corporate excise tax on personal property.
- In several states, they have businesses pay a sales tax on the purchase of manufacturing machinery and parts.

Source: Lincoln Institute on Land Policy

Property Taxes in West Virginia are Relatively Low

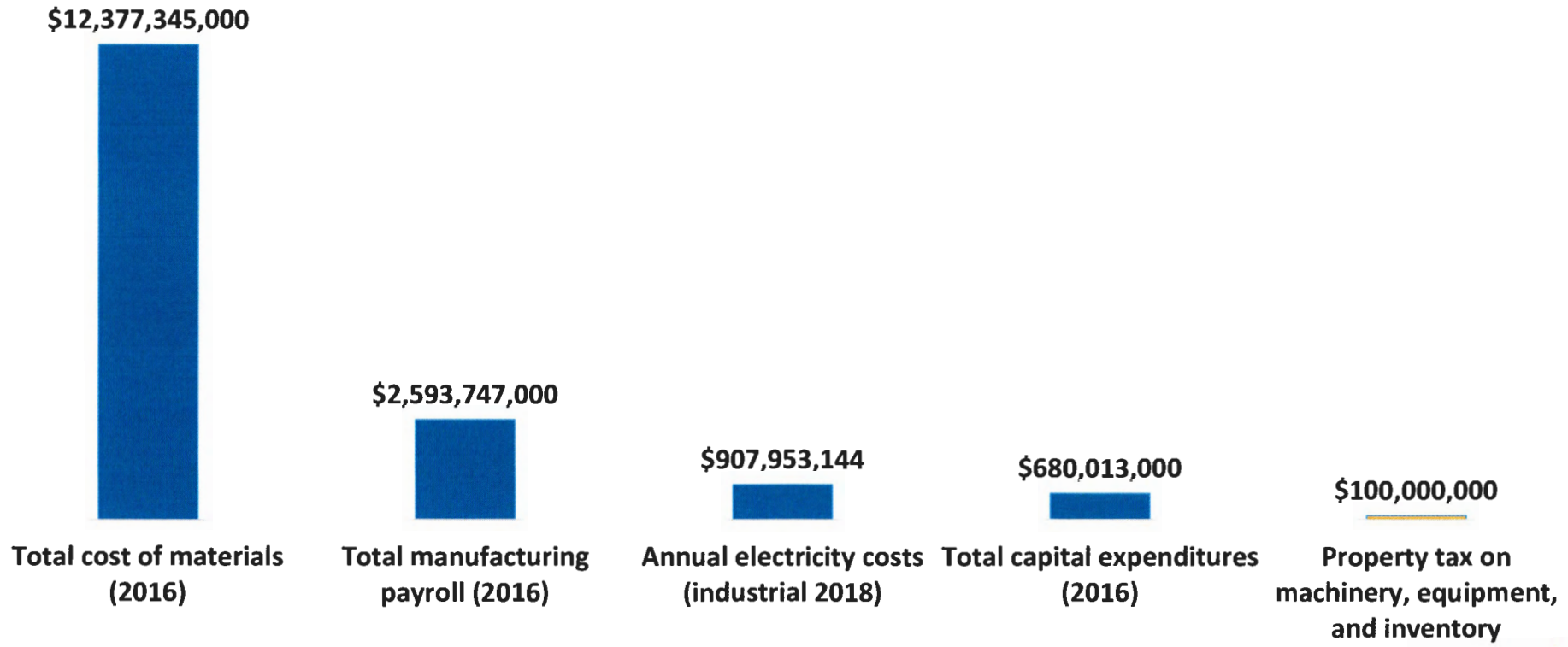
Property tax rates and rankings, WV and national averages

Measure	National Average	West Virginia	WV Rank 1 = Highest
Per Capita (2018)	$1,675	$950	43rd
Percent of Personal Income (2018)	3.07%	2.31%	37th
Residential Urban Tax Rate Median Home Value (2017)	1.50%	0.77%	46th
Residential Rural Tax Rate Median Home Value (2017)	1.34%	0.51%	46th
Commercial Urban Tax Rate (2017) $1 million real and $200k personal property	2.06%	1.61%	32nd
Commercial Rural Tax Rate (2017) $1 million real and $200k personal property	1.75%	1.04%	41st
Industrial Urban Tax Rate (2017) $1 million real and $1 million personal property	1.50%	1.63%	20th
Industrial Rural Tax Rate (2017) $1 million real and $1 million personal property	1.30%	1.06%	30th

Source: U.S. Census Bureau State and Local Government Finance, Bureau of Economic Analysis, and Lincoln Institute on Land Policy/Minnesota Center for Fiscal Excellence

Machinery, Equipment, and Inventory Property Tax is a Fraction of Other Manufacturing Costs

Total manufacturing costs in West Virginia

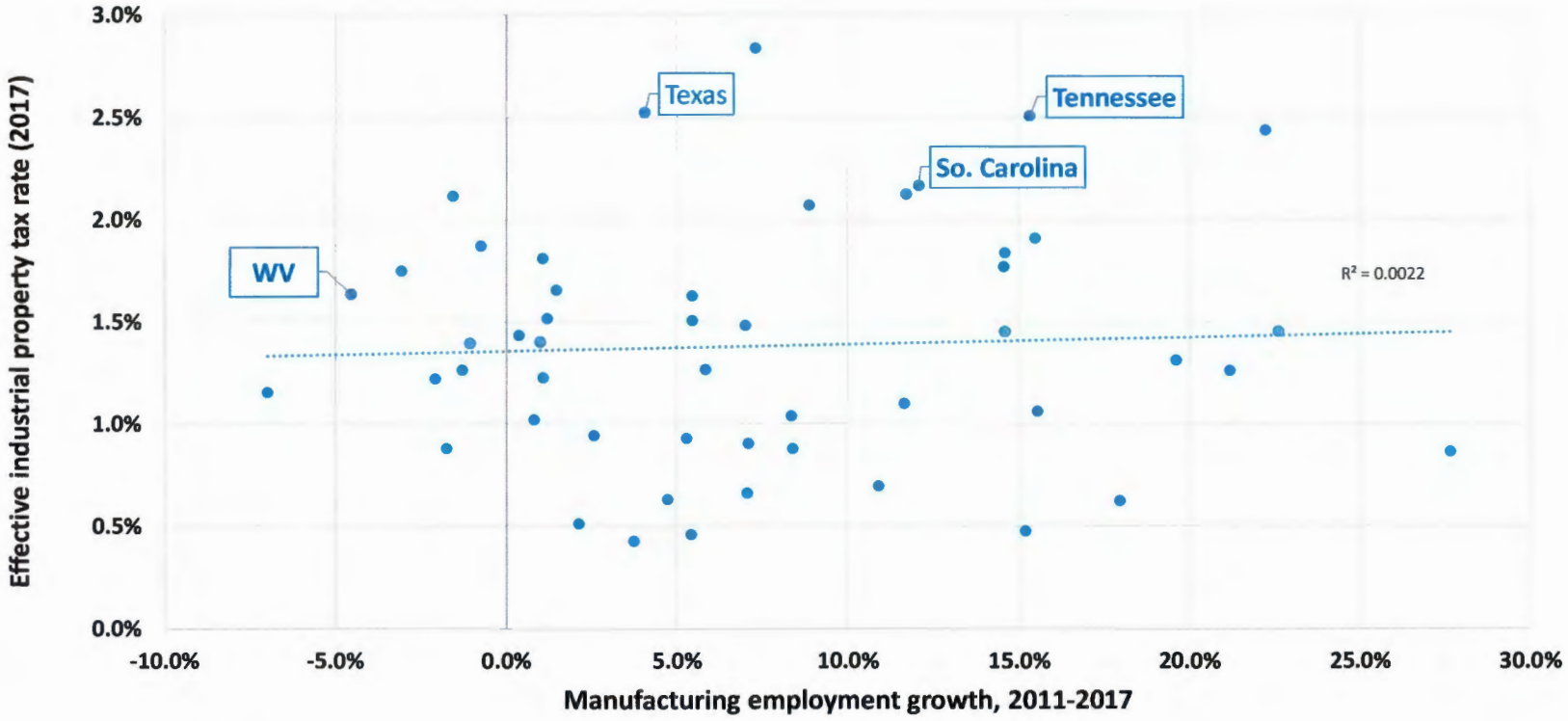


Source: U.S. Census Bureau Annual Survey of Manufacturers, U.S. Energy and Information Administration, and WV State Tax Department

WEST VIRGINIA CENTER ON BUDGET & POLICY

There is No Obvious Relationship Between Industrial Property Tax Rates and Manufacturing Employment Growth

Effective industrial property tax rates and manufacturing employment growth, 2011-2017

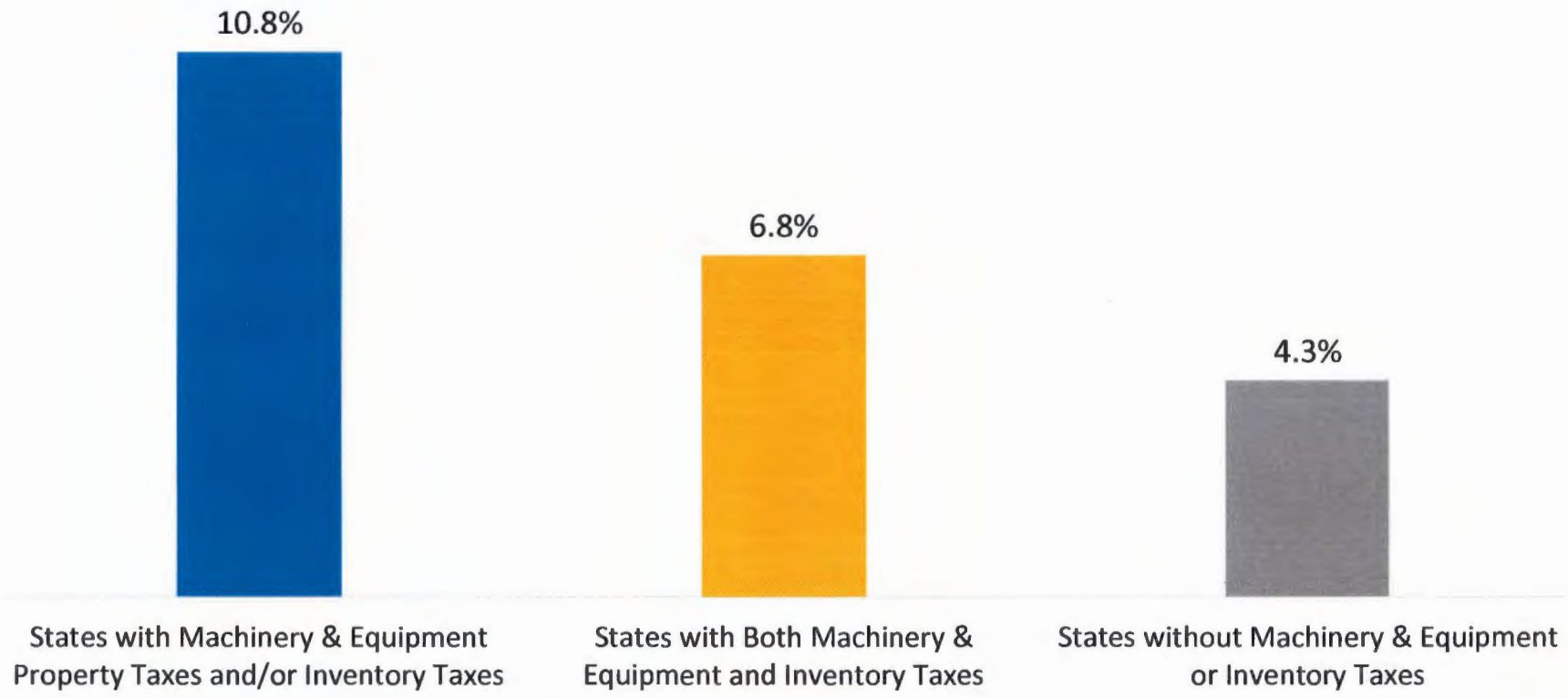


Source: WVCBP analysis of U.S. Bureau of Economic Analysis and Lincoln Land Institute data

WEST VIRGINIA CENTER ON BUDGET & POLICY

States with Business Inventory and Equipment Taxes Have Had More Manufacturing Job Growth Than States Without

Manufacturing Job Growth 2011-2018



Source: WVCBP analysis of BEA and Tax Foundation data

WEST VIRGINIA CENTER ON BUDGET & POLICY

Rhetoric vs Reality

What was promised with West Virginia's 2007 tax cuts what actually happened.

- "Supporters of the tax cuts argued the state would make up lost revenue through the economic activity the cuts would spur." – The State Journal, March 13, 2008
- "Joe Manchin has enacted probably the most pro-growth tax reforms of any governor." – Cato Institute, Fiscal Report Card on America's Governors: 2008
- "West Virginia will be in a better position to compete regionally with Pennsylvania and Virginia and place itself in a better position nationally." Tax Foundation, testimony to WV House of Delegates, 12/11/06

- Corporate income tax revenue has fallen from $388 million in FY 2008 to $137 million in FY 2020, a 65% decline.
- Total nonfarm employment in WV grew by only 0.7% from 2009 to 2019, the lowest rate in the country. WV was 1 of only 12 states to lose jobs in 2019.
- In 2019, West Virginia had the 5th highest unemployment rate, the 6th highest poverty rate, and the 2nd lowest median household income among the 50 states.

Conclusion

- Business rely on good schools, solid infrastructure, and public safety investments to thrive. Eliminating the business personal property tax could shift the tax responsibilities onto households or lead to further cuts to schools and other local investments.

- The business personal property tax directly funds the benefits businesses receive from local governments: police and fire protection for the personal property itself and high-quality local schools that attract and educate employees.

- West Virginia's previous failed business tax cut experiment should serve as a warning about the large costs and questionable benefits of further business tax cuts.

RECEIVED
FEB 01 2021
HARRISON COUNTY
COMMISSION

State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
Local Government Services
200 West Main Street
Clarksburg, West Virginia 26301

Toll Free: (877) 982-9148
Telephone: (304) 627-2415
Fax: (304) 340-5090
www.wvsao.gov

January 27, 2021

To: All County Officials

Once again, we will be conducting training workshops for county officials. Over the last several years, we have provided detailed training to county officials on the budgeting process. This year we will be providing training virtually, through Microsoft Teams. This allows us to provide the training, while not endangering anyone's health.

I would encourage all county officials to attend one of these workshops. I feel these workshops can be a valuable tool to all county officials, and we have therefore waived any registration costs. This is a great opportunity for you to meet some of our staff.

We have included in this mailing a registration form that can be copied and used for each person planning to join one of these trainings. In order to properly plan these trainings, we ask that you register as soon as possible. You have the option of watching individually, or as a group at your county. We will be emailing information on how to log-in to the session. This information will be sent to the email address provided to us on the registration form.

If you should have any questions concerning these workshops, please call us at 304-627-2415.

Sincerely,

Ora L. Ash
Deputy State Auditor
Local Government Services

State Auditor's 2021
Budget Preparation Workshops

John B. McCuskey, through his Local Government Services Division, is pleased to announce Budget Preparation Workshops for both county and municipal governments via Microsoft Teams. These workshops will cover the basics of local government budget preparation in relation to preparing, approving and adopting a budget.

Please indicate which date is your first choice and which is your second choice by selecting 1st and 2nd to the left of the meeting(s) you wish to participate in.

Circle Preference	Workshop Date & Time		Type	YOUR EMAIL – REQUIRED FOR REGISTRATION	Registration Deadline
1st 2nd	**Feb 11**	9:30am-11:30am	County	_____	**Feb 5**
1st 2nd	**Feb 18**	1:30pm-3:30pm	County	_____	**Feb 5**
1st 2nd	**Feb 23**	1:30pm-3:30pm	County	_____	**Feb 5**
1st 2nd	**Feb 25**	5:30pm-7:30pm	County	_____	**Feb 5**

Please return the entire registration form **no later than the deadline** for the specific workshop. For questions concerning the content of the workshops, call (304) 627-2415 Shellie Humphrey x5119 or Tiffany Hess x5118 or Email: lgs@wvsao.gov

Classes will be filled on a first come, first served basis. We will try to give preference to your first choice but ask that you also indicate an alternative due to the limitation of Microsoft Teams meetings participation. **We will send you the details for attendance using the email address you provide above.**

2021 BUDGET PREPARATION REGIONAL WORKSHOP **Free to attend, but you must register!**
ONE NAME PER FORM

Name: _____ County of: _____

Mailing Address: _____

Telephone: _____ Email: _____

Mail to: **State Auditor's Office**
Budget Prep. Regional Workshop
200 West Main Street
Clarksburg, West Virginia 26301

OR FAX TO: 304-340-5090

OR EMAIL TO: lgs@wvsao.gov

If you have not received information on how to join the Microsoft Teams meeting 3 days in advance of the meeting date, contact us at lgs@wvsao.gov.

IMPORTANT: If unable to attend after registering, please email our office at lgs@wvsao.gov to cancel.