AGENDA

Wednesday, February 24, 2021

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

Join Zoom Meeting

****

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

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

Meeting ID: 762 816 0712

Passcode: 270967

Appointments:

10:00 A.M. --- Call To Order --- Invocation --- Pledge of Allegiance
10:00 A.M. --- Hearing – Alley Closure --- Molly Sandy --- Enterprise Area
10:30 A.M. --- Public Nuisance Hearing --- Sharon Bork --- Arlington Area
10:45 A.M. --- Public Nuisance Hearing --- Jennifer Todd --- Gypsy Area
11:00 A.M. --- Public Nuisance Hearing --- Florence Gifford --- Gypsy Area
11:15 A.M. --- Public Nuisance Hearing --- Tara Properties --- Mount Clare Area
11:30 A.M. --- Board of Review and Equalization
11:45 A.M. --- Operation Hand Shake --- Martin Broderick --- Special Funding Request
12:00 P.M. --- Bill Hoover --- Update on Sewer Project --- Greater Harrison PSD
12:15 P.M. --- Steve Heaster --- Right of Way --- Hinkle Lake

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   A. **Jessica L. Sell --- Resignation --- County Commission --- Effective 03-02-2021**
   B. **Breunn Frazier --- New Hire --- 911 --- Effective 03-10-2021**
   C. **Rebecca Jorgensen --- New Hire --- 911 --- Effective 03-10-2021**
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 Duties and Responsibilities of Commission Attorney as Presented to Commission by the Attorney
9. Review – Discuss – Consider Pay Increase for Family Court Bailiffs
10. Review – Discuss – Consider Memorandum of Understanding --- Harrison County Aerial Imagery
11. Review – Discuss – Consider A Resolution for funds from the West Virginia Community Corrections Fund for the Harrison County Community Corrections Program; Adopting All Special Conditions and Assurances contained in Said Grant; Appointing the President of The Harrison County Commission to Administer Said Program
12. Review – Discuss – Consider A Resolution Authorizing the Application for Funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program; Adopting All Special Conditions and Assurances Contained in Said Grant; Appointing the President of The Harrison County Commission to Administer Said Program
13. Review – Discuss – Consider Approval of Transfer of Leave per Approved Policy
14. Review – Discuss – Consider HAVA Subgrant Agreement
15. Commissioner Comments – Questions

CONSENT AGENDA - (NOTE: Items May Require Discussion, Review and/or Action)

A. Minutes and/or Amended Minutes of Previous Meeting
B. Requisitions --- Purchase Orders --- Invoices
C. Weekly Fiduciary Report from the County Clerk
D. Monthly Fiduciary Commission Settlements
E. Monthly Minutes/Financial Information from Various Boards, Committees and Public

Service Districts

1. Greater Harrison County PSD --- Meeting Agenda 02-17-2021, Meeting Minutes 12-16-2020, Meeting Minutes 01-20-2021, Financial Information 01-2021
2. East View PSD --- Meeting Minutes --- 02-09-2021

F Certificate from US Census 2020--- Recognizing Harrison County Commission for Efforts Making the Partnership Program a Success

G. Motion Not to Dismiss Petition of Appeal --- Emily Virginia Rockwell, on behalf of the Harrison County Republican Executive Committee and Mickey Gene Petitto, Petitioners, v. Harrison County Commission, Respondent

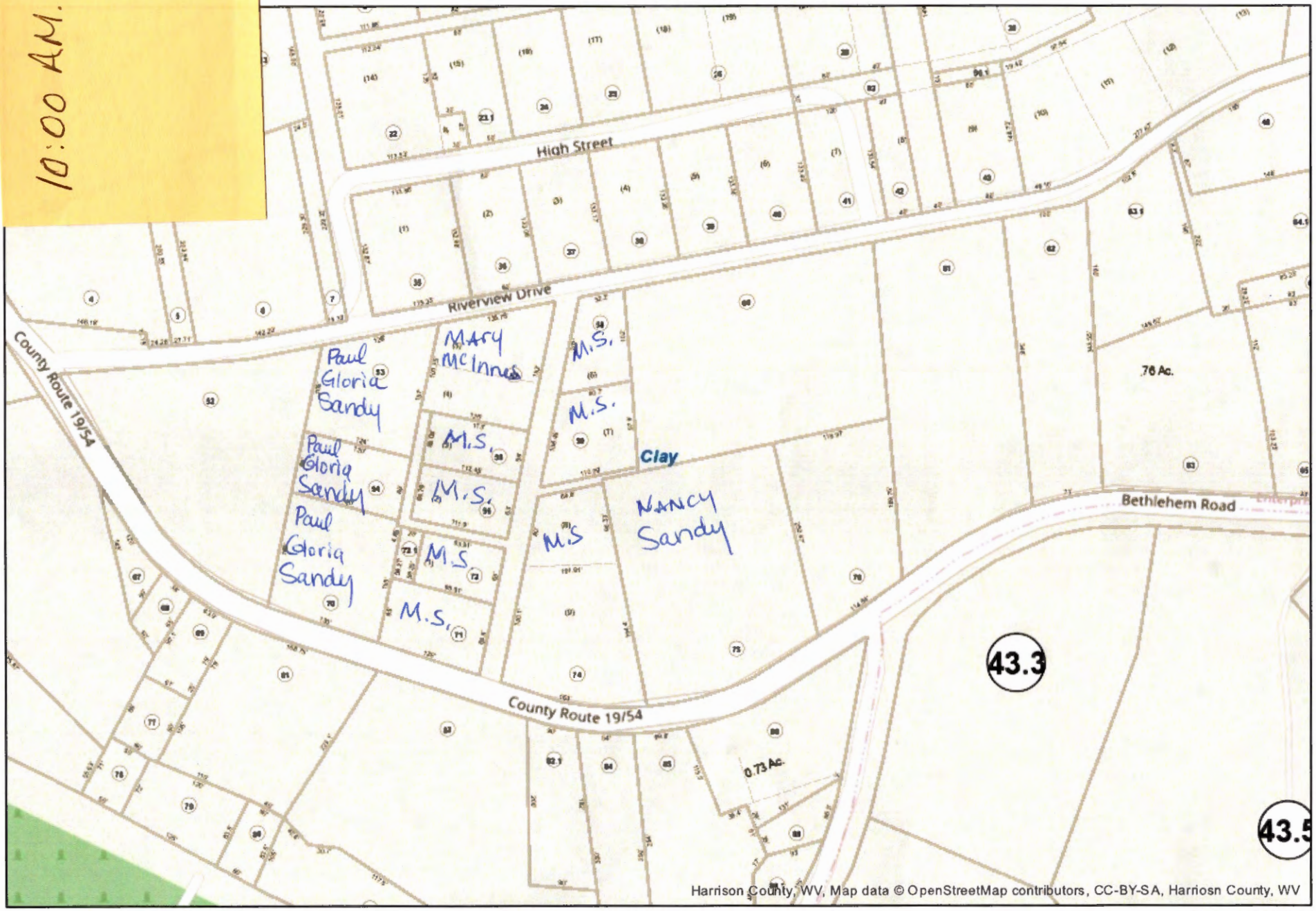
H. Receive – Accept – Publish – Advertise Deadline, 03-10-2021, to Accept Applications for County Engineer --- Interviews Begin 03-17-2021

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

1. Lester Pursley ---- Wallace Property --- Donation

10:00 AM.

Tax Parcel Viewer



Date: 2/22/2021

Joseph R. Romano
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

0 0.015 0.03 0.06 0.09 0.12 mi



HARRISON COUNTY COURT HOUSE

Harrison County Commissio

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

10:30 A.M.

Sharon Bork
P.O. Box 2831
Clarksburg, WV 26301
Tax Map 1109 Parcel 120
Case # 354 Arlington

January 7, 2021

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, February 24, 2021 at 10:30 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

William A. Parker, County Administrator

BORK





HARRISON COUNTY COURT HOUSE

Harrison County Commiss

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

10:45 A.M.

NERS
INKLE
HOMAS
OST II

Jennifer Todd
P.O. Box 126
Gypsy, WV 26301
Tax Map 914 Parcel 11
Case # 330 Gypsy

January 7, 2021

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, February 24, 2021 at 10:45 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

William A. Parker, County Administrator


TODD



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

11:00 AM.

Florence V. Gifford
P.O. Box 45
Gypsy, WV 26361
Tax Map 914 Parcel 57
Case # 329 Mount Clare

January 8, 2021

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, February 24, 2021 at 11:00 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

William A. Parker, County Administrator





HARRISON COUNTY COURT HOUSE

Harrison County Commiss

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

11:15 A.M.

ONERS
INKLE
HOMAS
OST II

Tara Properties LLC.
P.O. Box 100
Ellenboro, WV 26346
Tax Map 2006 Parcel 4
Case # 172 Mount Clare

January 8, 2021

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, February 17, 2021 at 10:30 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

William A. Parker, County Administrator

11:45 A.M.

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application a
the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fa
Facsimile: 304-624-8673; Email: wparker@harrisoncountywv.com ; Question: 304-
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 2/17/2021

Organization Name: OPERATION FIRM HANDSHAKE, INC.

Name and Title of Requester: MARTIN BRODERICK : PRESIDENT / DIRECTOR

Mailing Address of Organization and Responsible Person: 831 LOST CREEK ROMINES MILL RD., LOST CREEK, WV 26385

If approved, this is where the check will be sent

Telephone: 304-745-4012 OFFICE. ~~954-303-3929 CELL.~~ Fax: _____ E-mail: OPERATIONFIRMHANDSHAKE@OUTLOOK.COM

FEIN# 83-3098546 Is your organization an IRS 501(c) 3 not-for-profit? Y N

If yes, attach IRS Status Letter

If no, please explain: _____

TOTAL Cost of Project/Activity: $ 10,000.00

Dollar Amount REQUESTED - Grant: $ 2000.00 Loan: $ _____

Was project funded previously by HCC? Y N If so, when 2019 ; how much: $ 2000.00

Have you previously received funds from the Harrison County Commisson: Y N

If Yes, how much? If funded multi years - list by fiscal year?

When: 2019 ; how much: $ 2000.00

When: _____ ; how much: $ _____

When: _____ ; how much: $ _____

Purpose of request (one sentence): TO HELP FUND FOOD & MATERIALS FOR EVENT

If for a fair/festival/event, give dates and location: Date: 5/15/2021 Location: DOWNTOWN ~~LOST CREEK~~

Describe the proposed activities with dollar amounts to be funded by this request: OPERATION FIRM HANDSHAKE WILL BE HOSTING A "DAY OF RECOGNITION" TO HONOR, RE-UNITE AND FEED ALL VETERANS FROM WEST VIRGINIA THAT SHOULD ATTEND. OUR FOOD COSTS FOR 2 HOGS, 1000 HAMBURGERS, 1000 HOTDOGS, BEVERAGES, PAPER PRODUCTS, ENTERTAINMENT, PORT-A-POTS, FAR EXCEEDS THE $2,000.00 THAT WE ARE REQUESTING.

Are your financial statements audited by an outside accounting firm? Y N

If Yes, by whom: KRISTEN QUEEN - CPA

Do you plan to recognize the Harrison County Commission 's contribution? Y N

If Yes, how? WE WILL HAVE A BANNER LISTING HARRISON COUNTY COMMISSION AS THE MAIN SPONSOR & COMMUNITY PARTNER WITH OPERATION FIRM HANDSHAKE, JUST AS WE DID IN 2019 AT OUR EVENT.

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) MARTIN BRODERICK agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) MARTIN BRODERICK, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) MARTIN BRODERICK shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) MARTIN BRODERICK agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Martin Broderick **Date** 2/17/2021

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant

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):

	$
	$
	$
	$
	$
TOTAL	$

NAME OF PROJECT/EVENT:

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

Applicant

Date

(Revised 8/19/14)

Submit Form

Print Form

Reset Form



831 Lost Creek Romines Mill Rd., Lost Creek WV 26385
Email: operationfirmhandshake@outlook.com
Phone: 304-745-4012
Tax Id # 83-3098546

I would like to take a minute to introduce ourselves. We are volunteers at a Veterans, non-profit charity organization called "Operation Firm Handshake". Our number one goal is to raise funds through voluntary contributions/donations to aid and assist distressed Veterans and/or their families in West Virginia. 100% of our funds raised go towards helping Veterans. We would like to help those who so unselfishly gave of themselves to ensure our freedoms in this country. We are located in Lost Creek, West Virginia. Every year we have an annual "Day of Recognition", where we honor every Veteran and their families with a picnic and festivities to let them know that they are not forgotten. So the next time you want to help an organization, please consider "Operation Firm Handshake". Thank you for your consideration....

"Sincerely"

Martin Broderick

Martin Broderick
President; "Operation Firm Handshake, Inc."

"Operation Firm Handshake" is dedicated to reuniting, honoring, and assisting Veterans and their families....We are a non-profit charity organization with no political affiliation... 100% of our proceeds/donations go towards helping Veterans and their families, as well as sponsoring an annual "Day of Recognition" to honor all Veteran for their unselfish sacrifice to our country. This "Day of Recognition" will take place Saturday, May 15th, 2021 at 11:00am–5:00pm in downtown Lost Creek, WV....Feel free to make a contribution/donation, or volunteer by participating in this outstanding Veterans Organization. You do not have to be a Veteran to volunteer and participate...Remember, there are many ways in which to serve your country and volunteering to help a Veterans Organization is one of them.

If you have any questions regarding "Operation Firm Handshake", feel free to Email us at: operationfirmhandshake@outlook.com or contact Marty at office #: 304-745-4012 or Cell #: 954-303-3727

Thank you for your Service...

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 20 2019

OPERATION FIRM HANDSHAKE INC
C/O MARTIN DEAN BRODERICK
831 LOST CREEK ROMINES MILL RD
LOST CREEK, WV 26385

Employer Identification Number:
83-3098546
OLN:
29053270301039
Contact Person:
TIMOTHY MOSLEY ID# 31889
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 17, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Board of Directors: Operation Firm Handshake

1. Martin Broderick: Chairman of the Board / President; Disabled USMC Veteran
   831 Lost Creek Romines Mill Rd.
   Lost Creek, WV 26385

2. Albert "Bud" Taylor: Vice Chairman / Vice President / Secretary; Army Veteran
   320 Rices Run Rd.
   Lost Creek, WV 26385

3. James Rogers: Finance Officer / Treasurer; Disabled Navy Veteran
   106 Haven Lane
   Lost Creek, WV 26385

4. James Kelley: Event Committee Director; Retired Air Force Colonel
   406Woodstock Drive
   Lost Creek, WV 26385

5. Richard McClain: Event Committee Director; Disabled Retired Army Master Sergeant
   1625 Jake Run Rd.
   Lost Creek, WV 26385

6. Steve "Hayseed" Hall: Sgt at Arms
   509 Lost Creek Romines Mill Rd.
   Lost Creek, WV 26385

LIST OF CURRENT CONTRIBUTERS FOR May 15th, 2021 OFHS EVENT

1. LIONS CLUB: $400
2. KROGERS: $500 GIFT CARD
3. FOOD LION: $500 GIFT CARD
4. WALMART: $1,500
5. HARRISON COUNTY BANK: $350

*We are still waiting to here from other donors

2/17/2021

Your request for a Balance Sheet and Income Statement for immediate prior year is unavailable because our event last year was canceled due to the covid virus. However, enclosed is a current bank statement if that helps.

Martin Broderick; President

Operation Firm Handshake

HARRISON COUNTY BANK
SINCE 1911

P.O. BOX 98—MAIN STREET
LOST CREEK, WV 26385
(304) 745-3342

WWW.HCBWV.COM

24 HR TELEPHONE BANKING
(304) 745-5060

WEST MILFORD BRANCH
(304) 745-3332

BRIDGEPORT BRANCH
(304) 842-0400

NUTTER FORT BRANCH
(304) 326-2601

CLARKSBURG BRANCH
(304) 623-5100

STATEMENT DATE: 02/10/21

Operation Firm Handshake, Inc
831 Lost Creek Romines Mill Rd
Lost Creek, WV 26385-7136

Business Checking ACCOUNT NO. 2203111

SUMMARY OF ACTIVITY SINCE YOUR LAST STATEMENT

	BALANCE FORWARD FROM 01/10/21	6,028.32
0	DEPOSITS/CREDITS	.00+
4	WITHDRAWALS/DEBITS	340.82-
1	BANK CHARGES	3.03-
	ENDING BALANCE AS OF 02/10/21	5,684.47

CHECKS (* - GAP IN SEQUENCE, c - CONVERTED TO ELECTRONIC FORMAT)

NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE
1114	50.00	2/03						

BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
1/10	6,028.32	1/25	5,737.50	2/10	5,684.47
1/19	5,828.32	2/03	5,687.50		

SUMMARY OF SERVICE CHARGE

Maintenance Fee	5.00
INVESTMENT CREDIT	1.97-

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Operation Firm Handshake, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501(C)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

831 Lost Creek Romines Mill Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Lost Creek, WV 26385

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	3	0	9	8	5	4	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Martin Broderick **Date** ▶ 2/15/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PAYROLL CHANGE NOTICE 3-A

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
03-02-2021		| | | - | | - | | | |

NAME	ADDRESS
Jessica L. Sell	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE Resignation - 03-02-2021

☐ OTHER (Explain) will be working through 03/12/21

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE

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Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam®

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO	
3/10/2021		2-B	
NAME: BREUNN FRAZIER		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: 911	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	–	PG 3-1 $30,485
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) HIRED AS E911 DISPATCH TRAINEE

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE: Jim Cosenhaus	DATE: 2/17/2021
HUMAN RESOURCES MANAGER	DATE

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PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
3/10/2021		
NAME: REBECCA JORGENSEN		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 911 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	—	PG 3-1 $30,485
☐ 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) HIRED AS E911 Dispatch Trainee

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 2/17/2021
HUMAN RESOURCES MANAGER	DATE

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PP-1

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***R Torchia, Deputy*** for **HEATER SARAH N** whose address is, 56 CUMMINGS ST SALEM WV 26426-8042, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **10,725** on **1988 14X70 MOBILE HOME**, Class 2 & 3/4 in **CLARK OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **1,065,** in and for the year **2020**, resulting in a difference in assessed value of **9,660.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error was assessed for the 1988 Mobile Home. This Mobile Home is assessed on account # 3064054 for the 2020 tax year. Exonerate a value of 9660 at a Class 2 rate of levy to correct the overcharge. Please remove the 88 1470 HOLL (9660) from the vehicle description.

District	**CLARK OUTSIDE 1**	Amount Exonerated:	***111.40***
Account No.	**3048452**	***TIF #***	
Ticket No.	**800752**		
Tax Year	**2020**		

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

Joseph G Kennard

ORDER ENTERED TO STATE AUDITOR

PP-2

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***C Boggus, Deputy*** for **LONG GARY A JR & SHERRY L** whose address is, PO BOX 162 MT CLARE WV 26408-0162, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **42,453** on **2014 CHEVROLET SILVERADO**, Class 2 & 3/4 in **GRANT OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **31,113,** in and for the year **2020**, resulting in a difference in assessed value of **11,340.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayers were divorced and Sherry kept the cabin and the Ford. Gary was assessed on his own accont #3075973 for the Chevrolet. Exonerate a value of 11340 at a Class3 rate of levy to correct the overcharge. PLEASE REMOVE GARY A JR'S NAME FROM THE TAX TICKET.Please remove the 14 Chev Silv (11340) fronm the vehicle description.

District **GRANT OUTSIDE 12** Amount Exonerated: ***261.56***
Account No. **3068407** ***TIF #***
Ticket No. **817705**
Tax Year **2020**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

RE-1

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***D McNemar, Deputy*** for **MERRITT DREMA D** whose address is, 2896 WILSONBURG RD CLARKSBURG WV 26301-6562, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **3,480** on **MAP 1103/124 1 LOT #29 LONGMONT**, Class 3/4 in **COAL OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **1,740,** in and for the year **2019**, resulting in a difference in assessed value of **1,740.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2019, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was erroneously assessed at a Class 3 rate when in fact it adjoins homesite on parcel 12, therefore Class 2 applies. Exonerate a value of 1740 at a Class 3 rate of levy to correct the overcharge.

District	**COAL OUTSIDE 7**	Amount Exonerated:	***40.14***
Account No.	**6415738** ***TIF #***		
Ticket No.	**22335**		
Tax Year	**2019**		

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

RE-2

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***D McNemar, Deputy*** for **MERRITT DREMA D** whose address is, 2896 WILSONBURG RD CLARKSBURG WV 26301-6562, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **3,480** on **MAP 1103/124 1 LOT #29 LONGMONT**, Class 3/4 in **COAL OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **1,740,** in and for the year **2020**, resulting in a difference in assessed value of **1,740.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was erroneously assessed at a Class 3 rate when in fact it adjoins homesite on parcel 12, therefore Class 2 applies. Exonerate a value of 1740 at a Class 3 rate of levy to correct the overcharge.

District **COAL OUTSIDE 7**
Account No. **6415738** ***TIF #***
Ticket No. **22379**
Tax Year **2020**

Amount Exonerated: ***40.14***

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

RE-3

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***P Shiflet, Deputy*** for **HELMICK E S** whose address is, %SANDRA MALLORY 150 MALLORY AIRPORT RD CHARLESTON WV 25309-9721, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **200** on **NOMP 0634 4155 1 LOT 100X100 WEST FORK WINES (REV)**, Class 3/4 in **UNION OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2018**, resulting in a difference in assessed value of **200.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2018, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property is duplicated with 20-386/70 #6344137. The 2019 tax ticket was cancelled but 2018 ticket was not & it got sold to state. Exonerate a value of 200 at a Class 3 rate of levy to correct the overcharge. CANCEL THIS TICKET & MARK IMPROPER.

District	**UNION OUTSIDE 20**	Amount Exonerated:	***4.60***
Account No.	**6344155**	***TIF #***	
Ticket No.	**68177**		
Tax Year	**2018**		

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

RE-4

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

REAL PROPERTY

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

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

on the 24TH day of February, **2021,** issued the following order, which was made and entered, to-wit:

Upon application of ***P. Shiflet, Deputy*** for **HINTON HARRIET D & MICHAEL P** whose address is, 183 VALLEY ST SALEM WV 26426-1029, who proved to the satisfaction of the Commission that said property owner is aggrieved by an assessment of **36,640** on **MAP 2709/112 1 LOT 13 & PT 14 NR SALEM (72 X 115)**, Class 2 in **TENMILE OUTSIDE** District, Harrison County, West Virginia, should have been assessed at **0,** in and for the year **2020**, resulting in a difference in assessed value of **36,640.** The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the year 2020, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property is duplicated assessment (Ticket #64878 R) this is a live ticket. Exonerate a value of 36640 at a Class 2 rate of levy to correct the overcharge. CANCEL THIS TICKET & MARK IMPROPER

District **TENMILE OUTSIDE 18**
Account No. **6383255** ***TIF #***
Ticket No. **61025**
Tax Year **2020**

Amount Exonerated: ***422.54***

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

PP-1

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

PERSONAL PROPERTY

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

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

on the 24TH day of **February, 2021,** issued the following order, which was made and entered, to-wit

Upon application of ***J Post, Deputy*** for **FORCUCCI CHRIS & CARRIE A** whose address is, 120 COAL RD LOST CREEK WV 26385-7598, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **7,128** on **02 JEEP GRAN 1080 95 1470 SOUT 6048** Class **2 & 3/4** in **GRANT OUTSIDE** District, Harrison County, West Virginia, of which should be assessed at **7,128** in and for the year **2020**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year 2020, as described below, be so ordered.

-

The commission certifies the following facts:

The above mentioned taxpayers were divorced and Chris was assessed on account # 3075998 for the 2020 tax year. Create a ticket value of 6048 at a class 2 rate of levy and a value of 1080 at a class 3 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Please remove Forcucci Chris from the tax ticet.

District	12 GRANT OUTSIDE	Amount Exonerated:	**94.66**
Account No.	**2414015** ***TIF #***	Corrective Ticket Amount:	**94.66**
Ticket No.	817346	NEW Ticket No.	_____
Tax Year	**2020**		

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ASSESSOR

ORDER ENTERED TO STATE AUDITOR

6

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

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

REQUISITION FOR PAYMENT NO. 19

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

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

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

3. The total amount requested to be credited to the purchase price of the Series 2019 C Excise Tax Bonds pursuant to this Requisition is $30,415.53 as more particularly described in **Schedule I** attached hereto and made a part hereof. The amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

RECEIVED
FEB 05 2021
HARRISON COUNTY
COMMISSION

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

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

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

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

Robert F. Stuart, Director of Planning/Engineering, Genesis Partners, Limited Partnership, as Resident Project representative for the Residual Project, hereby certifies that the portion of the Project Plan for which payment has been made by Developer or Site Developer and which is requested to be credited to a portion of the principal amount and purchase price of the Series 2019 C Excise Tax Bonds has been constructed in accordance with the plans and specifications therefore and such costs have not been the subject of a previous requisition by the District Board and the Developer.

RESIDENT PROJECT REPRESENTATIVE

By: _____

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

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

(1) Total Amount of credit requested pursuant to this Requisition: $30,415.53

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

Vendor	Description of Expense	Date of Payment	Amount
1. Genesis Partners, Limited Partnership	Project Management Services	February 2, 2021*	$30,415.53
2.			
3.			
TOTAL			$ 30,415.53

*Invoice submitted for services provided during the period of Requisition #19 from the Series 2019 A Excise Tax Bonds Project Fund

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

Schedule I
to Requisition
(continued)

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

Genesis Partners, Limited Partnership

Bridgeport, WV 26330

Invoice

Date	Invoice #
2/2/2021	19

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

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	RFP #19 $608,310.63 Series 2019 A Bond Project Fund - 5%	30,415.53	30,415.53
		Total	$30,415.53

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

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

REQUISITION FOR PAYMENT NO. 19

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

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

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

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

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

5. The total amount requested to be disbursed pursuant to this Requisition is $608,310.63. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

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

(b) $608,310.63 is to be paid to a third party payee that is not affiliated with the District Board, the Developer or the Site Developer (including any contractor or supplier of materials) or on a joint basis to the District Board, the Developer or the Site Developer and such third party payee with respect to an expense previously incurred.

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

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

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

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

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

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

RESIDENT PROJECT REPRESENTATIVE

By: _____

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $608,310.63

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

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

(3) Payment to third party payees:

	Vendor	Description of Expense	Amount	Payee Name(s)/ Address(es)
1.				
2.		(See attached schedule and supporting materials)		
3.				
TOTAL			$ 608,310.63	

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

Schedule I
to Requisition
(continued)

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

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Summary and Wiring Instructions
Application 19

Vendor	Wiring Instructrions	Amount	Mailing Address
Wolfe Excavating LLC	Wolfe Excavating LLC Clear Mountain Bank ABA #051502599 Acct #3334910	484,880.66	70 Columbia Blvd Clarksburg, WV 26301

484,880.66

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Application 19

Vendor	Invoice Number	Invoice Date	Description of Expense	Amount	Address	Account Number
Bear Contracting, LLC	7	1/15/2021	Offsite Utilities	118,413.97	PO Box 1196 Bridgeport, WV 26330	
James R. Christie, Esq	40-5	1/31/2021	Legal Services-Existing Utilities Relocation	5,016.00	P. O. Box 1133 Bridgeport, WV 26330	
			TOTAL	**123,429.97**		

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 16

	Application Period: 12/19/2020 - 01/15/2021	Application Date: 1/20/2021
To (Owner): Genesis Partners, Limited Partnership	From (Contractor): Wolfe's Excavating	Via (Engineer): Civil & Environmental Consultants, Inc.
Project: Charles Pointe Crossing	Contract: Charles Pointe EODD #2 - Contract #2 (Offsite Utilities)	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 165-037

Application for Payment : Change Order Summary

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

1. ORIGINAL CONTRACT PRICE	$	$13,437,688.89
2. Net change by Change Orders	$	$4,767,923.79
3. Current Contract Price (Line 1 ± 2)	$	$18,205,612.68
4. TOTAL COMPLETED AND STORED TO DATE (Column O total on Progress Estimates)	$	$16,023,234.41
5. RETAINAGE:		
a. 10% X $16,023,234.41 Work Completed	$	$1,602,323.44
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$1,602,323.44
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$14,420,910.97
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$13,936,030.31
8. AMOUNT DUE THIS APPLICATION	$	$484,880.66
9. BALANCE TO FINISH, PLUS RETAINAGE (Column Q total on Progress Estimates + Line 5.c above)	$	$3,784,701.71

Contractor's Certification

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

Contractor Signature

By: Jason Manning 2-1-2021

Payment of: $ 484,880.66
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven A. Cain (Engineer) 02/01/21 (Date)

Payment of: $ 484,880.66
(Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) 2/2/21 (Date)
RESIDENT PROJECT REPRESENTATIVE

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

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	16
Application Period:	12/19/2020 - 01/15/2021	Application Date:	1/20/2021

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$399,000 00	$399,000 00	0 50	$199,500 00	0 50	$199,500 00	$399,000.00	100 0%	
2	Temporary/Permanent Traffic and Access Controls	1	LS	$70,639 07	$70,639 07	0 50	$35,319 54	0 50	$35,319 54	$70,639.07	100 0%	
3	Unclassified Cut Bank Excavation/Embankment	4,010,876	CY	$2 59	$10,388,168 84	3,973,671 21	$10,291,808 43	41,481 21	$107,436 33	$10,399,244 77	100 1%	-$11,075 93
4	Topsoil Stripping/Stockpile	68,124	CY	$3 87	$263,639 88	89,320 64	$345,670 88			$345,670.88	131 1%	-$82,031 00
5	Abandoned Gas Line Removal	6,535	LF	$4 31	$28,165 85	6,310 00	$27,196 10			$27,196 10	96 6%	$969 75
6	Gravel Pad Surfacing	770	TN	$24 12	$18,572 40	770 00	$18,572 40			$18,572 40	100 0%	
7	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$24 17	$41,934 95	1,735 00	$41,934 95			$41,934 95	100 0%	
8	Fill Foundation Key/Intermediate Fill Key Drain	15,600	LF	$15 33	$239,148 00	14,534 88	$222,819 71			$222,819 71	93 2%	$16,328 29
9	Fill Foundation Key/Intermediate Fill Key Drain Outlet	2,350	LF	$7 30	$17,155 00	2,065 30	$15,076 69	67 00	$489 10	$15,565 79	90 7%	$1,589 21
10	Rock Underdrain	5,750	LF	$17 62	$101,315 00	8,414 70	$148,267 01			$148,267 01	146 3%	-$46,952 01
11	Settlement Monitoring Monument	14	EA	$406 88	$5,696 32	7 00	$2,848 16			$2,848 16	50 0%	$2,848 16
12	Wet Mine Seal	1	EA	$28,989 65	$28,989 65							$28,989 65
13	WVDOH Type "G" Inlet	3	EA	$3,211 75	$9,635 25	3 00	$9,635 25			$9,635 25	100 0%	
14	15" HDPE Corrugated Pipe	535	LF	$17 94	$9,597 90	500 60	$8,980 76			$8,980 76	93 6%	$617 14
15	18" HDPE Corrugated Pipe	400	LF	$22 65	$9,060 00	438 15	$9,924 10			$9,924 10	109 5%	-$864 10
16	24" HDPE Corrugated Pipe	90	LF	$31 00	$2,790 00	90 00	$2,790 00			$2,790 00	100 0%	
17	30" HDPE Corrugated Pipe	160	LF	$42 90	$6,864 00	160 00	$6,864 00			$6,864 00	100 0%	
18	Inlet/Outlet Protection (6" Rip Rap)	42 5	TN	$53 78	$2,285 65	30 80	$1,656 42			$1,656 42	72 5%	$629 23
19	Roadside Ditch (Synthetic,Jute,Rip Rap,Concrete)	9,575	LF	$11 47	$109,825 25	4,052 99	$46,487 80	206 80	$2,372 00	$48,859 79	44 5%	$60,965 46
20	Diversion Ditch (Synthetic,Jute,Rip Rap,Concrete)	3,260	LF	$8 17	$26,634 20	2,676 08	$21,863 57			$21,863 57	82 1%	$4,770 63
21	Groin Ditch	6,500	LF	$8 96	$58,240 00	5,912 27	$52,973 94			$52,973 94	91 0%	$5,266 06
22	Rip Rap Apron	75	TN	$81 53	$6,114 75	36 50	$2,975 85			$2,975 85	48 7%	$3,138 91
23	1 5" (Size) Crusher Run Aggregate	9,500	TN	$23 37	$222,015 00	2,151 16	$50,272 61	668 49	$15,622 61	$65,895 22	29 7%	$156,119 78
24	2 5" (Size) Crusher Run Aggregate	1,350	TN	$23 37	$31,549 50	4,816 72	$112,566 75	3,323 46	$77,669 26	$190,236 01	603 0%	-$158,686 51
25	Geotextile Separation Fabric	27,539	SY	$1 04	$28,640 56	10,702 67	$11,130 78			$11,130 78	38 9%	$17,509 78
26	Guardrail (WVDOH Specifications)	1,660	LF	$18 79	$31,191 40	2,148 00	$40,360 92			$40,360 92	129 4%	-$9,169 52
27	Guardrail End Terminal (WVDOH Specifications)	10	EA	$70 45	$704 50	12 00	$845 40			$845 40	120 0%	-$140 90
28	Clearing and Grubbing	1	LS	$448,203 25	$448,203 25	1 00	$448,203 25			$448,203 25	100 0%	
29	Permanent Seeding	120	AC	$2,961 75	$355,410 00	58 00	$171,781 50	6 00	$17,770 50	$189,552 00	53 3%	$165,858 00
30	Underground Electric & Phone Duct Bank	1	LS	$53,697 20	$53,697 20	1 00	$53,697 20			$53,697 20	100 0%	
31	E&S BMP's	1	LS	$407,981 52	$407,981 52	1 00	$407,981 52			$407,981 52	100 0%	
32	Subsurface Drain	200	LF	$74 12	$14,824 00	1,517 65	$112,488 22	291 25	$21,587 45	$134,075 67	904 5%	-$119,251 67
CO1												
CO1	Mobilization/Demobilization	1	LS	$116,277 88	$116,277 88	0 50	$58,138 94			$58,138 94	50 0%	$58,138 94
CO1	Unclassified Cut Bank Excavation/Embankment	4,010,876	CY	$0 12	$481,305 12	3,973,671 21	$476,840 55	41,481 21	$4,977 75	$481,818 29	100 1%	-$513 17
CO1	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$1 00	$1,735 00	1,735 00	$1,735 00			$1,735 00	100 0%	
CO1	1 5" (Size) Crusher Run Aggregate	9,500	TN	$1 00	$9,500 00	2,151 16	$2,151 16	668 49	$668 49	$2,819 65	29 7%	$6,680 35
CO1	2 5" (Size) Crusher Run Aggregate	1,350	TN	$1 00	$1,350 00	5,586 72	$5,586 72	3,323 46	$3,323 46	$8,910 18	660 0%	-$7,560 18
CO1	Clearing and Grubbing	1	LS	$135,000 00	$135,000 00	1 00	$135,000 00			$135,000 00	100 0%	
CO1	E&S BMP's	1	LS	$65,000 00	$65,000 00	1 00	$65,000 00			$65,000 00	100 0%	
CO2												
CO2-1	E&S Extended Maintenance	1	LS	$48,500 00	$48,500 00	1 00	$48,500 00			$48,500 00	100 0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract I	Application Number:	16
Application Period:	12/19/2020 - 01/15/2021	Application Date:	1/20/2021

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
CO2-2	Slower Production on Smaller Fill Area	587,982	CY	$0.08	$47,038.56	587,982.00	$47,038.56			$47,038.56	100.0%	
CO2-3	Slower Production on Remaining Fill	469,164	CY	$0.36	$168,899.04	469,164.00	$168,899.04			$168,899.04	100.0%	
CO2-4	Reworking Temporary 2:1 Fill Slope	128,335	SY	$0.33	$42,350.55	128,335.00	$42,350.55			$42,350.55	100.0%	
CO3												
CO3-1	Mobilization/Demobilization	1	LS	$24,000.00	$24,000.00	0.50	$12,000.00			$12,000.00	50.0%	$12,000.00
	EROSION CONTROL											
CO3-2	18" Compost Filter Sock	385	LF	$7.98	$3,072.30	165.00	$1,316.70			$1,316.70	42.9%	$1,755.60
CO3-3	32" Compost filter Sock	275	LF	$39.34	$10,818.50	343.00	$13,493.62			$13,493.62	124.7%	-$2,675.12
CO3-4	Inlet Protection	3	EA	$228.72	$686.16	1.00	$228.72			$228.72	33.3%	$457.44
CO3-5	Stabilized Construction Entrance	-	EA	$2,905.02								
CO3-6	Miscellaneous E&S Controls	1	LS	$9,410.55	$9,410.55	0.50	$4,705.28			$4,705.28	50.0%	$4,705.28
	ROAD IMPROVEMENTS											
CO3-7	Sub-Base Excavation/Embankment	2,180	CY	$19.16	$41,768.80	215.80	$4,134.73			$4,134.73	9.9%	$37,634.07
CO3-8	9" WVDOH Class 1 Stone Sub Base	10,740	TN	$25.76	$276,662.40	6,776.50	$174,562.64	189.66	$4,885.64	$179,448.28	64.9%	$97,214.12
CO3-9	4.5" HMA Type 37.5 Base Course	4,974	TN	$79.76	$396,726.24							$396,726.24
CO3-10	2.5" HMA Type 19 Base Course	2,764	TN	$83.40	$230,517.60							$230,517.60
CO3-11	1.5" HMA Type 9.5 Wearing Course	1,658	TN	$95.24	$157,907.92							$157,907.92
CO3-12	Stabilization Fabric	22,610	SY	$2.79	$63,081.90	11,451.00	$31,948.29			$31,948.29	50.6%	$31,133.61
CO3-13	Pavement Striping & Markings	1	LS	$27,772.78	$27,772.78							$27,772.78
CO3-14	Concrete Curb and Gutter	5,580	LF	$27.56	$153,784.80	1,848.20	$50,936.39	478.10	$13,176.44	$64,112.83	41.7%	$89,671.97
CO3-15	Concrete Curb	4,960	LF	$27.52	$136,499.20	1,517.90	$41,772.61	183.70	$5,055.42	$46,828.03	34.3%	$89,671.17
CO3-16	Concrete Median	-	SY	$123.56								
CO3-17	Concrete Sidewalk	1,310	SY	$95.30	$124,843.00							$124,843.00
CO3-18	Sidewalk Ramps	8	EA	$3,637.66	$29,101.28							$29,101.28
CO3-19	Ramp Detectible Warning Surface	8	EA	$289.30	$2,314.40							$2,314.40
CO3-20	Guardrail Type 1	690	LF	$20.83	$14,372.70							$14,372.70
CO3-21	Guardrail Type 1 Terminal Flare	1	EA	$578.60	$578.60							$578.60
CO3-22	Signage	1	LS	$37,019.00	$37,019.00							$37,019.00
	MISCELLANEOUS SITE FEATURES											
CO3-23	Permanent Seeding	6.64	AC	$4,347.23	$28,865.61							$28,865.61
CO3-24	P3-1 Light Pole and Assembly	69	EA	$1,088.64	$75,116.16							$75,116.16
CO3-25	Lighting Electrical Conduit	1	LS	$57,564.54	$57,564.54	0.05	$2,878.23			$2,878.23	5.0%	$54,686.31
	SITE UTILITIES (WATER)											
CO3-26	12" PVC - C-900 (Main Line) (0-3)	2,720	LF	$41.71	$113,451.20	2,710.20	$113,042.44			$113,042.44	99.6%	$408.76
CO3-27	8" PVC - C-900 (Service Laterals) (0-3)	160	LF	$28.35	$4,536.00	160.50	$4,550.18			$4,550.18	100.3%	-$14.18
CO3-28	Air Release Valves	1	EA	$3,268.95	$3,268.95			1.00	$3,268.95	$3,268.95	100.0%	
CO3-29	12" Gate Valve Assembly	3	EA	$4,989.13	$14,967.39	3.40	$16,963.04			$16,963.04	113.3%	-$1,995.65
CO3-30	12" Cap for Future Connection	1	EA	$3,567.05	$3,567.05	1.00	$3,567.05			$3,567.05	100.0%	
CO3-31	8" Cap for Future Connection	4	EA	$2,407.94	$9,631.76	4.00	$9,631.76			$9,631.76	100.0%	
CO3-32	20" Steel Casing (Dig and Backfill)	298	LF	$142.80	$42,554.40	298.00	$42,554.40			$42,554.40	100.0%	
CO3-33	16" Steel Casing (Dig and Backfill)	87.5	LF	$110.69	$9,685.38	88.00	$9,740.72			$9,740.72	100.6%	-$55.34
CO3-34	Fire Hydrant/Flushing Hydrant	4	EA	$5,598.82	$22,395.28	4.00	$22,395.28			$22,395.28	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	16
Application Period:	12/19/2020 - 01/15/2021	Application Date:	1/20/2021

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
	SITE UTILITIES (SANITARY SEWER)											
CO3-35	10" PVC SDR - 35 Sanitary Sewer Line (6-9)	139	LF	$109 44	$15,212 16							$15,212.16
CO3-36	10" PVC SDR - 35 Sanitary Sewer Line (9-12)	48	LF	$115 34	$5,536 32							$5,536 32
CO3-37	8" PVC SDR - 35 Sanitary Sewer Line (0-6)	1,091	LF	$59 50	$64,914 50	1,367 80	$81,384 10			$81,384.10	125.4%	-$16,469 60
CO3-38	8" PVC SDR - 35 Sanitary Sewer Line (6-9)	2,986	LF	$65 09	$194,358 74	1,811 40	$117,904 03			$117,904 03	60 7%	$76,454 71
CO3-39	8" PVC SDR - 35 Sanitary Sewer Line (9-12)	200	LF	$67 15	$13,430 00	108 40	$7,279 06			$7,279 06	54 2%	$6,150 94
CO3-40	Sanitary Sewer Cleanout	11	EA	$1,908 69	$20,995 59	6 00	$11,452 14			$11,452 14	54 5%	$9,543 45
CO3-41	Sanitary Manhole	16	EA	$9,215 19	$147,443 04	9 00	$82,936 71			$82,936 71	56 3%	$64,506 33
CO3-42	48" Sanitary Manhole Vertical Riser Pipe	20	VF	$784 10	$15,682 00	19 00	$14,897 90			$14,897 90	95 0%	$784 10
	SITE UTILITIES (MISC.)											
CO3-43	Gas Service Line (Ditch, Dust, and Backfill)	2,870	LF	$14 86	$42,648 20							$42,648 20
CO3-44	12" Steel Casing (Dig and Backfill)	360	LF	$112 37	$40,453 20	254 00	$28,541 98			$28,541 98	70 6%	$11,911 22
CO3-45	Underground Electric, Phone, Cable	4,840	LF	$12 97	$62,774 80	225 00	$2,918 25			$2,918 25	4 6%	$59,856 55
	STORMWATER MANAGEMENT											
CO3-46	48" N-12 HDPE (9-12)	253	LF	$194 62	$49,238 86	191 15	$37,201 61			$37,201 61	75 6%	$12,037 25
CO3-47	48" N-12 HDPE (12+)	482	LF	$226 95	$109,389 90	522 25	$118,524 64			$118,524 64	108 4%	-$9,134 74
CO3-48	48" CMP (6-9)	134	LF	$180 16	$24,141 44	139 00	$25,042 24			$25,042 24	103 7%	-$900 80
CO3-49	48" CMP (9-12)	31	LF	$184 66	$5,724 46	25 00	$4,616 50			$4,616 50	80 6%	$1,107 96
CO3-50	48" CMP (12+)	60	LF	$211 04	$12,662 40	34 50	$7,280 88			$7,280 88	57 5%	$5,381 52
CO3-51	42" N-12 HDPE (9-12)	751	LF	$168 61	$126,626 11	628 60	$105,988 25			$105,988 25	83 7%	$20,637 86
CO3-52	42" N-12 HDPE (12+)	257	LF	$175 88	$45,201 16	285 00	$50,125 80			$50,125 80	110 9%	-$4,924 64
CO3-53	36" N-12 HDPE (9-12)	299	LF	$147 43	$44,081 57	403 30	$59,458 52			$59,458 52	134.9%	-$15,376 95
CO3-54	30" N-12 HDPE (6-9)	380	LF	$159 86	$60,746 80	162 80	$26,025 21			$26,025 21	42 8%	$34,721 59
CO3-55	30" N-12 HDPE (9-12)	152	LF	$139 97	$21,275 44	200 40	$28,049 99			$28,049 99	131.8%	-$6,774 55
CO3-56	30" N-12 HDPE (12+)	132	LF	$139 72	$18,443 04							$18,443 04
CO3-57	18" N-12 HDPE (0-6)	280	LF	$81 35	$22,778 00	227 10	$18,474 59	10 00	$813 50	$19,288 09	84 7%	$3,489 92
CO3-58	18" N-12 HDPE (6-9)	201	LF	$86 99	$17,484 99	254 90	$22,173 75			$22,173 75	126 8%	-$4,688 76
CO3-59	15" N-12 HDPE (0-6)	461	LF	$61 09	$28,162 49	452 50	$27,643 23			$27,643 23	98 2%	$519 26
CO3-60	Type E Inlet	28	EA	$9,958 67	$278,842 76	6 00	$59,752 02			$59,752 02	21 4%	$219,090 74
CO3-61	Type G Inlet	1	EA	$5,518 31	$5,518 31							$5,518 31
CO3-62	60" Manhole Vertical Riser Pipe	6	VF	$1,921 22	$11,527 32	4 00	$7,684 88			$7,684 88	66 7%	$3,842 44
CO3-63	48" Manhole, Frame and Lid	1	EA	$3,898 36	$3,898 36	1 00	$3,898 36			$3,898 36	100 0%	
CO3-64	60" Manhole, Frame and Lid	1	EA	$6,074 86	$6,074 86							$6,074 86
CO3-65	Concrete Headwall	1	EA	$2,393 75	$2,393 75			1 00	$2,393 75	$2,393 75	100 0%	
CO3-66	6" Rip Rap	32 9	TN	$74 95	$2,465 86							$2,465 86
CO3-67	9" Rip Rap	56 4	TN	$76 23	$4,299 37	14 00	$1,067 22	294 19	$22,426 10	$23,493 32	546 4%	-$19,193 95
	Totals				$18,205,612.68		$15,484,478.12		$538,756.29	$16,023,234.41	88.01%	$2,182,378.27

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 7 (Final)

	Application Period: 12/19/20 - 01/15/21	Application Date: 1/15/2021
To (Owner): Genesis Partners, Limited Partnership	From (Contractor): Bear Contracting	Via (Engineer): Civil & Environmental Consultants, Inc.
Project: Charles Pointe Crossing	Contract: Charles Pointe EODD #2 - Contract #2 (Offsite Utilities)	
Owner's Contract No.:	Contractor's Project No.: 2020-043	Engineer's Project No.: 165-057

Application for Payment : Change Order Summary

Approved Change Orders

Number	Additions	Deductions
CO1		$14,285.25
TOTALS		$14,285.25
NET CHANGE BY CHANGE ORDERS	-$14,285.25	

1. ORIGINAL CONTRACT PRICE	$	$1,198,425.00
2. Net change by Change Orders	$	-$14,285.25
3. Current Contract Price (Line 1 ± 2)	$	$1,184,139.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$1,184,139.75
5. RETAINAGE:		
a. X _____ Work Completed	$	
b. X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$1,184,139.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$1,065,725.78
8. AMOUNT DUE THIS APPLICATION	$	$118,413.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

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

Contractor Signature

By: [signature] Date: 1/15/2021

Payment of: $ 118,413.97
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven A. Pons (Engineer) 02/01/21 (Date)

Payment of: $ 118,413.97
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] (Owner) 2/2/21 (Date)
RESIDENT PROJECT REPRESENTATIVE

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

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Charles Pointe - EODD #2 - Contract #2						Application Number:				
Application Period:		12/19/20 - 01/15/21						Application Date:				
ITEM		CONTRACT INFORMATION				FINAL QUANTITY	FINAL QUANTITY ADJUSTMENT	PLAN VS FINAL VALUE	ADJUSTED FINAL VALUE	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$14,937.00	$14,937.00	1			$14,937.00	$14,937.00	100.0%	
2	Erosion and Sediment Control (BMP's)	1	LS	$127,000.00	$127,000.00	1			$127,000.00	$127,000.00	100.0%	
3	Permanent Seeding	13.50	AC	$2,000.00	$27,000.00	13.50			$27,000.00	$27,000.00	100.0%	
4	12" PVC C-900 DR-14, Water Line	550	LF	$100.00	$55,000.00	556.00	6.00	$600.00	$55,600.00	$55,600.00	100.0%	
4A	24" Steel Casing (Bore & Jack)	130	LF	$390.00	$50,700.00	130			$50,700.00	$50,700.00	100.0%	
5	12" Gate Valve Assembly, Complete	1	EA	$2,850.00	$2,850.00	1			$2,850.00	$2,850.00	100.0%	
6	20" Steel Casing (Bore & Jack)	100	LF	$400.00	$40,000.00	100			$40,000.00	$40,000.00	100.0%	
7	24" Steel Casing (Open-Cut & Backfill)	65	LF	$145.00		75	10.00	$1,450.00	$10,875.00	$10,875.00	100.0%	
8	12" Tie-In to Existing 12" Water Line	1	EA	$7,500.00	$7,500.00	1			$7,500.00	$7,500.00	100.0%	
9	Remove Existing Sidewalk	34	SY	$158.00	$5,372.00	23	-11.00	-$1,738.00	$3,634.00	$3,634.00	100.0%	
10	Asphalt Trench Repair	135	LF	$80.00	$10,800.00	118	-17.00	-$1,360.00	$9,440.00	$9,440.00	100.0%	
11	Concrete Trench Repair	38	LF	$85.00	$3,230.00	38			$3,230.00	$3,230.00	100.0%	
12	10" PVC SDR-35 Sanitary Sewer Line (Depth: 0' – 6')	860	LF	$44.00	$37,840.00	785	-75.00	-$3,300.00	$34,540.00	$34,540.00	100.0%	
12A	12" HDPE DR11 Variable Grade Sewer	658	LF	$62.00	$40,796.00	658			$40,796.00	$40,796.00	100.0%	
13	10" PVC SDR-35 Sanitary Sewer Line (Depth: 6' – 9')	2,102	LF	$50.00	$105,100.00	1,691	-411.00	-$20,550.00	$84,550.00	$84,550.00	100.0%	
14	10" PVC SDR-35 Sanitary Sewer Line (Depth: 9' – 12')	345	LF	$78.00	$26,910.00	840	495.00	$38,610.00	$65,520.00	$65,520.00	100.0%	
15	Concrete Anchor	2	EA	$1,200.00	$2,400.00	2			$2,400.00	$2,400.00	100.0%	
16	48" Sanitary Manhole	15.0	EA	$4,300.00	$64,500.00	15			$64,500.00	$64,500.00	100.0%	
17	48" Diameter Concrete Manhole Risers (Vertical Foot)	26	VF	$190.00	$4,940.00	26.65	0.65	$123.50	$5,063.50	$5,063.50	100.0%	
18	10" Tie-In to Existing Sanitary Manhole	1	EA	$2,100.00	$2,100.00	1			$2,100.00	$2,100.00	100.0%	
19	Gas Service Line (Dig, Dust, Backfill)	350	LF	$60.00	$21,000.00	190	-160.00	-$9,600.00	$11,400.00	$11,400.00	100.0%	
20	12" Steel Casing (Bore& Jack)	130	LF	$275.00	$35,750.00	130			$35,750.00	$35,750.00	100.0%	
21	48" N-12 HDPE Pipe (Depth: 6' – 9')	245	LF	$125.00	$30,625.00	248	3.00	$375.00	$31,000.00	$31,000.00	100.0%	
22	48" CMP (Depth: 6' – 9')	915	LF	$130.00	$118,950.00	853	-62.00	-$8,060.00	$110,890.00	$110,890.00	100.0%	
23	48" CMP (Depth: 9' – 12')	1,062	LF	$150.00	$159,300.00	1,110.50	48.50	$7,275.00	$166,575.00	$166,575.00	100.0%	
24	72" Diameter Concrete Manhole Risers (Vertical Foot)	35	VF	$350.00	$12,250.00	26.47	-8.53	-$2,985.50	$9,264.50	$9,264.50	100.0%	
25	72" Diameter Storm Manhole	14	EA	$7,800.00	$109,200.00	12	-2.00	-$15,600.00	$93,600.00	$93,600.00	100.0%	
26	Concrete Headwall	2	EA	$5,850.00	$11,700.00	2			$11,700.00	$11,700.00	100.0%	
27	Plunge Pool	2	EA	$20,500.00	$41,000.00	2			$41,000.00	$41,000.00	100.0%	
28	Flexmat Lined Channel	270	SY	$75.00	$20,250.00	276.33	6.33	$474.75	$20,724.75	$20,724.75	100.0%	
	Totals				$1,189,000.00			-$14,285.25	$1,184,139.75	$1,184,139.75	100.00%	

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JAMES R. CHRISTIE, ESQ.
P.O. BOX 1133
BRIDGEPORT, WV. 26330

Genesis Partners
Genesis Partners
P.O. Box 1050
Bridgeport, WV 26330

January 31, 2021
40-5

Matter No. 40-5
Project Fund

Fees:			Hours	
10/23/20	JRC	Review Dominion draft easement; Conference with Rob and Todd re: Dominion easements and surrenders	1.50	$360.00
01/15/21	JRC	Conference with Todd and Rob re: Dominion surrenders and easements	1.20	$288.00
01/20/21	JRC	Work on Dominion surrenders and easements; Conference with Rob Stuart re: surrenders; review title file on Charles Pointe Crossing; review draft Dominion easement by Steptoe and Johnson; Conference with Rob re: plats for easement; prepare surrenders for three gas lines; prepare notes	2.90	$696.00
01/20/21	JRC	Conference with Rob and Todd re: abandonment and surrender documents and plats, shut-ins and easements; prepare additional surrenders; review and revise surface use easement agreement; proof and revise v.2 of the surface use easement; Conference with Todd re: line easements; review v.1 of easements; review Dominion agreement; email to	6.00	$1,440.00

		Rob; draft pipeline easements for TL-260 and H-22343		
01/21/21	JRC	Conference with Rob and Todd re: easement for feeder line; make revisions to easement agreement; Conference with Rob and Jamie Corton, with Steve Cain on phone re: CEC certification; review SDA; email to Rob; Telephone call with Rob; prepare easement for 17146; revise easements; prepare file of docs for Rob and Todd's review; Conference with Jamie Corton re: CEC certification; review certification; email to Aman and Swan	1.50	$360.00
01/22/21	JRC	Conference with Todd and Rob re: revise and discuss Dominion Agreement and changes; exchange emails with Misty Heitz	1.50	$360.00
01/25/21	JRC	Revise Abandonments, Easements and Site Agreements; exchange emails with Misty Heitz re: meeting	2.70	$648.00
01/26/21	JRC	Work with Misty on Dominion (Eastern) agreements; prepare table of contents; prepare document copies for meeting with Dominion; revise table of content; review final documents; prepare folders; Conference with Todd re: Dominion documents	2.20	$528.00
01/27/21	JRC	Conference with Rob re: meeting with Dominion officials; Conference with Misty Heitz, John Love, Jeff Renner, Todd and Rob re: Eastern Gas abanondments, easements and site agreement; prepare document	1.40	$336.00

package for Jeff Hull

Hours:	20.90	
Total fees:		$5,016.00

Billing Summary

Previous balance	$0.00
Payments & adjustments	0.00
Current fees & expenses	5,016.00
Total now due	**$5,016.00**

RFS 2/2/21

EODD CHARLES POINTE CROSSING
LEGAL SERVICES :
DIVISION TRANSMISSION DOCUMENTS

7

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

REQUISITION FORM

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

Ladies and Gentlemen:

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

(1) Requisition Number: 13
(2) Name and Address of Payee:
Mon Power
PO Box 3615
Akron, Ohio 44309-3615
(3) Amount: $ 36,828.00

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

B. The total obligation on account of which the payment requested herein is to be made is $ 36,828.00, of which $ 0.00 has previously been paid, and $ 36,828.00 remains outstanding.

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

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

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

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

Dated this ____ day of _____, 20___.

THE COUNTY COMMISSION
OF HARRISON COUNTY

By:_____

Its:_____

Schedule I for Requisition #13

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Reimbursement to Issuer or Harrison County Commission:

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

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

	Vendor	Description of Expense	Approval Date		Amount
a.	Mon Power	Relocation of Utilities	24-Feb-21	$	36,828.00
Total				$	36,828.00

(3) Total amount of disbursements pursuant to this Requisition: $ 36,828.00

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

Approval Signature Date

MonPower
A FirstEnergy Company

02/09/2021 | Cust / Acct Number 801755876 / 120011698939

RECEIVED
FEB 1 [illegible]
HARRISON COUNTY COMMISSION

Invoice No. 90700578
Pre-payment request

Bill for:
HARRISON COUNTY ADMINISTRAT
William A. Parker
301 WEST MAIN STREET # 116
CLARKSBURG WV 26301

Total Due and Payable Upon Receipt
The cost for providing this service is valid for a period not to exceed 90 days from 02/09/2021

General Description

Item	Description	Qty	Total
1	Services - NT Billing for relocation of primary underground on 3rd Street and Washington. ATTN William A. Parker WR 61041323 DIRECT INVOICE QUESTIONS TO MARK TALKINGTON AT 304-626-1235 To pay by credit card call 1-877-204-2534.Please be advised that a non-refundable service fee will be charged. Debit cards are not accepted. URL for web payments: https://firstenergy-other.ez-pay.io		36,828.00

RECEIVED
FEB [illegible]
HARRISON COUNTY COMMISSION

Subtotal	36,828.00
Total Amount Due	36,828.00

General Information

Written correspondence may be mailed to:
Attn: Accounts Receivable, 6th Floor
FirstEnergy Corp.
76 S Main St
Akron OH 44308

Questions regarding this invoice may be directed to Accounts Receivable:

1-304-534-7348

MonPower
A FirstEnergy Company

Return this part with a check or money order payable to:
MON POWER
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90700578			120011698939

Amount Paid	
Please Pay	36,828.00
Due By	Upon Receipt

HARRISON COUNTY ADMINISTRATOR
William A. Parker
301 WEST MAIN STREET # 116
CLARKSBURG WV 26301

MON POWER
P.O. BOX 3615
AKRON OH 44309-3615

0812001169893900000000907005789000036828000036828007

West Virginia GIS Technical Center
West Virginia University
Department of Geology and Geography | Eberly College of Arts and Sciences

10

February 18, 2021

MEMORANDUM OF UNDERSTANDING
WV Statewide Imagery Program | State Cooperative Purchase Contract

**** Harrison County Aerial Imagery ****

This Memorandum of Understanding (MOU) sets forth the terms and understanding among the contracted state Vendor (The Thrasher Group), the State of West Virginia (West Virginia University), and the local government beneficiary (Harrison County, West Virginia) for the following professional services: **2021 countywide four-inch Aerial Imagery at a cost of $18,720.**

General Specifications

Area to be Covered	Harrison County, WV
Projected Flight Time	Leaf Off (February - April 2021)
Ground Sample Distance	4-inch pixel resolution
Coordinate System	WV State Plane North, NAD83, Units in Feet

Image Acceptance Criteria

Horizontal Accuracy	ASPRS Class 1 Standard
Sun Angle	Greater than 30%
Image Quality	Clear and sharp in detail. Samples will be submitted for approval. Refer to state contract for more information. The imagery will not be acquired if the weather and collection conditions are not ideal.
Ortho-corrected	Ortho-rectification corrects for tip or tilt of the aircraft and displacement in the photograph caused by changes in the ground elevation. The correction is necessary when using aerial imagery in computer mapping systems.

Project Deliverables

Product(s)	Compressed countywide mosaic in MrSID format, Ortho imagery tiles (TIFF or JPEG)
Delivery Date	No later than 11/1/2021
Documentation	Basic metadata documenting sources, capture dates, processes, QA techniques, etc.
Ownership	County and State. There are not restrictions with whom the County may share the imagery.

Price and Payment Information

- Total cost to the County is $18,720
- The County will pay upon receipt of the aerial imagery deliverables
- The County will pay for the imagery over **one** budget cycle
- Payments made to The Thrasher Group.

Price Table

County	Square Miles	Spatial Resolution	Cost per square mile	Total Cost
HARRISON COUNTY	416	4-inch	$45	$18,720

Partner Responsibilities

RESPONSIBILITIES
VENDOR: [The Thrasher Group] • Lead technical unit for coordinating, acquiring, and processing all deliverables • Complete aerial imagery tasks and deliverables in accordance with **WVU State Contract U19Thrasher** dated February 27, 2019. Follow standards, specifications, QA/QC, and pricing schedules in accordance with same contract.   ○ http://data.wvgis.wvu.edu/pub/temp/FEMA/FRA/Contracts/WV_State_Aerial_Imagery_Contract_U19THRASHER_20190227.pdf • Coordinate with the State Program Manager on priorities/schedules and deliverables • Submit a Statement of Work/Memorandum of Understanding for each mapping activity to include specifications, timelines, budget, and deliverables for each jurisdiction for approval by State and local authorities • Execute start-up and closing meetings for each mapping activity • Submit monthly processing progress reports to State and County during acquisition and processing phases of project
STATE: [West Virginia University] • Assist with the Memorandum of Understanding/Statement of Work agreements • Administer WV Statewide Imagery Program (WVSIP)
LOCAL: [Harrison County] • Provide operational and payment points of contact for the project • Review and approve the Statement of Work/Memorandum of Understanding that includes specifications, timelines, and deliverables for each jurisdiction • Provide input to the vendor on file formats and coordinate systems for computer-aided dispatch (CAD), geographic information systems, etc. • Complete an online survey on client satisfaction regarding overall project implementation and deliverables

Partner Signatures

Partner	Authorized Representative	Signature and Date
Vendor	**Jacob Darrah** Senior GIS & Remote Sensing Manager The Thrasher Group (304) 662-6486 jdarrah@thethrashergroup.com	
State	**Kurt Donaldson** Manager WV GIS Technical Center West Virginia University (304) 293-9467 kdonalds@wvu.edu	Kurt Donaldson Digitally signed by Kurt Donaldson Date: 2021.02.18 16:22:52 -05'00'
Local	**Susan J. Thomas** President, County Commission Harrison County (304) 624-8500 sthomas@harrisoncountywv.gov << Billing Contact >> Same as above	

11

A RESOLUTION
AUTHORIZING THE APPLICATION FOR FUNDS FROM THE WEST VIRGINIA COMMUNITY CORRECTIONS FUND FOR THE HARRISON COUNTY COMMUNITY CORRECTIONS PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Harrison County Commission wishes to participate in the West Virginia Community Corrections Program, and

WHEREAS, the Community Corrections Program of Harrison County is important for the County's criminal justice services, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for West Virginia Community Corrections funding, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Community Corrections Program for the continued operation of the community corrections program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said West Virginia Community Corrections Program Grant, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

WHEREAS, it is required that the Harrison County Commission commit funds to the project.

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

1. The Harrison County Commission authorizes the application for funds from the West Virginia Community Corrections Fund not to exceed **$250,000** and said program shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission hereby commits 30% match required in the application for the project.

3. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said grant and made a part of said Resolution as if set forth herein.

4. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Community Corrections Grant, including providing necessary additional information to the State government.

PASSED by the Harrison County Commission on this the 24th day of February 2021.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

12

A RESOLUTION AUTHORIZING THE APPLICATION FOR FUNDS FROM THE WV JUSTICE REINVESTMENT INITIATIVE TREATMENT SUPERVISION GRANT PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Community Corrections Program of Harrison County is important for the County's criminal justice services, and

WHEREAS, the Harrison County Commission will participate in the Justice Reinvestment Act - Treatment Supervision Implementation Program through West Virginia Division of Justice and Community Services, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Division of Justice and Community Services to develop the capabilities of the community corrections program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said West Virginia Division of Justice and Community Services program, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

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

1. The Harrison County Commission authorizes the application for funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program and the West Virginia Division of Justice and Community Services in the amount of **$80,000** and said program shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

PASSED by the Harrison County Commission on this the 24th day of February 2021.

Susan J. Thomas, President
Harrison County Commission

ATTEST:

John Spires, County Clerk

TRANSFER OF LEAVE

13

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	3-Feb-21
Larry Jay Brewer	478	Town of Nutter Fort	Yes	3-Feb-21
William J Cummingham	256	City of Bridgeport	Yes	3-Feb-21
Brian Deem	208	State of WV - Division of Corrections	Yes	3-Feb-21
Michael P. Hammond	480	City of Bridgeport	Yes	3-Feb-21
James M. Kennedy	205	Upshur County Commission	Yes	3-Feb-21
Jeffrey F. Petroski	452	City of Bridgeport	Yes	3-Feb-21
Zach Kesling	480	Town of Stonewood	Yes	3-Feb-21
Harley F. Lane	236	Town of Nutter Fort	Yes	3-Feb-21
Benjamin Long	480	WV Regional Jail Authority	Yes	3-Feb-21
John W. Morgan	364	WV Regional Jail Authority	Yes	3-Feb-21
Donald J. Navarini	424	State of WV - Auditor	Yes	3-Feb-21
Johnna Post	412	City of Clarksburg	Yes	3-Feb-21
Stephanie Southern	480	State of WV - Salem Correctional	Yes	3-Feb-21
Chris L. Harris	480	Harrison County Commission	Yes	

HARRISON COUNTY
SHERIFF AND TREASURER
ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 423-7700 FAX (304) 423-7945

Dear Sir,

I am writing to request 60 sick days (480 hours) back that I had acquired from the beginning of my employment with the Sheriff's Office on March 25, 2016 – May 15, 2020. As of April 30, 2020 I had 63 days (504 hours) accumulated before I left the Sheriff's Office on May 15, 2020. Per the County Commission Policy, I am able to carry over 60 days of sick time from my previous employment. I am attaching a copy of my last attendance record.

Sincerely,

Deputy Chris L. Harris
Harrison County Sheriff's Office

MAX 450 HRS.

TIME & ATTENDANCE RECORD

Period Beginning Date: 04/01/20 **Period Ending Date:** 04/30/20

Employee Name: CHRIS L. HARRIS **Employee Signature:** **Date:** 3/30/2020

Department: LAW ENFORCEMENT **Supervisor's Approval:** **Date:** 5/1/20

Full-Time Hire Date: 3/25/2016 **Official's Approval:** **Date:**

Date	Day of Week	Time In	Time Out	Hours	Comment-Notation	Vehicle Benefit	Date	Day of Week	Time In	Time Out	Hours	Comment-Notation	Vehicle Benefit
04/01/20	WEDNESDAY	12:00 AM	8:00 AM	8:00			04/17/20	FRIDAY	12:00 AM	8:00 AM	8:00		
04/02/20	THURSDAY	12:00 AM	8:00 AM	8:00			04/18/20	SATURDAY	12:00 AM	8:00 AM	8:00		
04/03/20	FRIDAY	12:00 AM	8:00 AM	8:00			04/19/20	SUNDAY			0:00	DOD	
04/04/20	SATURDAY	12:00 AM	8:00 AM	8:00			04/20/20	MONDAY			0:00	DOD	
04/05/20	SUNDAY			0:00	DOD		04/21/20	TUESDAY	12:00 AM	8:00 AM	8:00		
04/06/20	MONDAY			0:00	DOD		04/22/20	WEDNESDAY	12:00 AM	8:00 AM	8:00		
04/07/20	TUESDAY	12:00 AM	8:00 AM	8:00			04/23/20	THURSDAY	12:00 AM	8:00 AM	8:00		
04/08/20	WEDNESDAY	12:00 AM	8:00 AM	8:00			04/24/20	FRIDAY	12:00 AM	8:00 AM	8:00		
04/09/20	THURSDAY	12:00 AM	8:00 AM	8:00			04/25/20	SATURDAY			0:00	S	
04/10/20	FRIDAY	12:00 AM	8:00 AM	8:00			04/26/20	SUNDAY			0:00	DOD	
04/11/20	SATURDAY	12:00 AM	8:00 AM	8:00			04/27/20	MONDAY			0:00	DOD	
04/12/20	SUNDAY			0:00	DOD		04/28/20	TUESDAY	12:00 AM	8:00 AM	8:00		
04/13/20	MONDAY			0:00	DOD		04/29/20	WEDNESDAY			0:00	CDO	
04/14/20	TUESDAY			0:00	CDO		04/30/20	THURSDAY			0:00	CDO	
04/15/20	WEDNESDAY			0:00	CDO						0:00		
04/16/20	THURSDAY	12:00 AM	8:00 AM	8:00									

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

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

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

	DAYS	HOURS
Sick Leave-End of Previous Period:	62.5	500
Sick Leave-Earned This Period:	1.5	12
Sick Leave-Taken This Period	1	8
Sick Leave-End of This Period	63	504

	DAYS	HOURS
Vacation Leave-End of Previous Period:	28.75	230
Vacation Leave-Earned This Period:	1.25	10
Vacation Leave-Taken This Period	0	0
Vacation Leave-End of This Period	30	240

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

Personal Leave Hours Taken for the Year: 0

(Maximum of 8 hours per calendar year)

HAVA SUBGRANT AGREEMENT

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 11th day of February, 2021 by and between the State Election Commission, having an address at: The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 25305 and the Harrison County Commission, having an address of: 301 West Main Street, Suite 101; Clarksburg, WV 26301.

This Agreement is made pursuant to the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes emergency funds made available to Grantor under HAVA through the United States Election Assistance Commission ("EAC") for the purpose of preventing, preparing for, and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle ("Purpose").

In consideration of the covenants contained in this Agreement, the parties agree as follows:

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Auditors" means the EAC and its Inspector General, Comptroller General of the United States, West Virginia State Auditor, program monitors, or any authorized representatives thereof.

B. "Federal, state and local laws" means all federal statutes and regulations, all state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments, as well as any rules, resolutions, or policies adopted by the Grantee . "Federal, state and local laws" also includes all federal, state and local laws as listed in this Agreement and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, or amended, on or after the date of this Agreement.

C. "Grantor" is the Office of the West Virginia Secretary of State.

D. "Grantee" is the Harrison County Commission, and is identifiable by DUNS number [_086207859_____].

E. "HAVA" means the Help America Vote Act of 2002 (Pub.L. 107–252), as amended, and includes the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

ARTICLE I. PURPOSE OF THE SUBGRANT

The purpose of the subgrant and this Agreement is to establish the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement for preventing, preparing for, and responding to COVID-19, domestically or internationally, during the 2020 Federal election cycle.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

A. Provide funding to Grantee in accordance with this Agreement, and all applicable federal and state laws.

B. Provide technical assistance and training as may be reasonably requested to assist Grantee in fulfilling its obligations under this agreement.

C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds disbursed pursuant to this Agreement.

D. Grantor is responsible to monitor Grantee activities as necessary to provide reasonable assurance that Grantee: (1) uses the funds disbursed under this Agreement for authorized purposes only; (2) complies with all federal, state, and local laws; and (3) performs all obligations under this Agreement. Grantee shall fully cooperate and assist Grantor and Auditors. If as a result of its monitoring efforts, an Auditor uncovers deficiencies in Grantee's administration of funds disbursed under this Agreement, Grantor shall notify Grantee in writing. Grantee agrees to take immediate and timely corrective action as determined by the Auditor in an attempt to rectify any identified and reported deficiencies and to resolve the matter as directed by the Grantor.

ARTICLE III. RESPONSIBILITIES OF GRANTEE

Grantee agrees to:

A. Ensure the funds subject to this Agreement are used to achieve the Purpose in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as all federal terms and conditions of the grant award.

B. Satisfy all financial reporting requirements as necessary for the county to meet its operational needs and obligations to Grantor and the federal government.

C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible. All funds disbursed pursuant to this Agreement that are not expended at the completion of the term must be returned to Grantor by the earlier of: (1) Grantee's submission of its final expenditure report, or (2) February 28, 2021.

D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Grantor's auditor, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved.

E. Make records available to Grantor, Auditors, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

F. Use funds disbursed under this Agreement only for the Purpose, and for no other purpose.

G. Grantee agrees that it shall comply with all applicable federal, state and local laws, regulations, and rules.

I. Reports and Records.

1. Identification. All reports submitted by Grantee to Grantor must contain the contract ID number, which can be found Harrison-CARES-02.

2. Required Reports. The Grantee shall comply with all applicable reporting and record retention requirements including all federal, state and local laws.

3. Access to Records. The Auditors shall have the right of timely and unrestricted access to all records of the Grantee, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. Grantee shall further provide Auditors timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing, and discussing matters related to such records. Auditor's right of access is not limited to the required retention period.

4. Audit Requirements. The Grantee agrees that it has reviewed, understands and will comply with the federal audit requirements of 2 CFR 200 Subpart F as may be applicable, the State HAVA grant requirements of W. Va. Code § 3-1-48, the State accountability requirements of W. Va. Code § 12-4-14, and all Grantee Audit Certification and Federal Expenditure Disclosure requirements.

J. Failure to Perform. Grantee's failure to perform its obligations under this Agreement may result in disallowed costs, suspension, termination of funding, or returned grant monies and any associated fees under this Agreement or according to state or federal law.

ARTICLE IV. TERM OF THE SUBGRANT

A. This Agreement will be in effect from January 20, 2020 through January 31, 2021 unless this Agreement is earlier terminated by written notice by Grantor to Grantee.

B. Provisions in this Agreement relating to Records (generally, Article VI), and Audits (generally, Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

ARTICLE V. AMOUNT OF GRANT; PAYMENTS

A. This subgrant is in the total amount of $96,966.87 dollars.

B. Payment will be made by Grantor to Grantee on a cost-reimbursement basis unless Grantee received prior written approval from the State Election Commission for a funding advance. The total estimated cost shall be in accordance with the budget approved by the State Election Commission, a copy of which is attached as Exhibit A, and shall not exceed the amount provided in Article V(A). Grantee may provide Grantor invoices for reimbursement of disbursements by submitting an invoice and expenditure report for costs incurred in the performance of this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices shall be submitted to the West Virginia Secretary of State at:

West Virginia Secretary of State
ATTN: HAVA Grants
1900 Kanawha Blvd. E.
State Capitol Building
Building 1, Suite 157-K
Charleston, WV 25305

Grantor will make payment on all invoices submitted in accordance with the terms of this Agreement. All invoices must be submitted by January 31, 2021. Grantor is not obliged to reimburse any expenses submitted after January 31, 2021. Grantee's final invoice shall include a certification that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Agreement. Grantee releases and discharges Grantor from all further claims and obligations under this Agreement upon payment of this final invoice."

C. Grantee shall incur all costs associated with its performance of this Agreement on or before December 31, 2020. Any funds authorized this Agreement for which costs have not been obligated on or before December 31, 2020 shall be returned to Grantor by January 31, 2021.

D. As a subrecipient of federal funds, Grantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 C.F.R.

215), A-87 (2 C.F.R. 225), A-102, as applicable under federal, state and local laws, and A-133, as well as:

1. Standards for financial management systems: Grantee will comply with the requirements of 2 C.F.R. including but not limited to:

a. Fiscal and accounting procedures;

b. Accounting records;

c. Internal control over cash, real and personal property, and other assets (including inventory controls on durable goods);

d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;

e. Source documentation; and,

f. Cash management.

2. Period of Availability of Funds: Grantee may charge to the award only costs resulting from obligations incurred during the funding period of the federal awards noted in this Agreement, and for the term specified in this Agreement.

3. Matching or Cost Sharing: Matching or cost-sharing requirements applicable to this Agreement must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws. Grantor shall advise Grantee of necessary matching and cost-sharing requirements. For clarity, CARES Act subgrants do not require matching or cost-sharing; HAVA subgrants do require matching or cost-sharing.

4. Non-discrimination: Grantee shall not discriminate in the provisions of any services contemplated by this Agreement, or in the general conduct of its business affairs, on the basis of race, color, creed, religion, sex, national origin, or disability.

5. Real Property: Grantee is authorized to use subgrant funds for the acquisition of real property to further the Purpose.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Grantee with subgrant funds, will be governed by the applicable provisions of 2 C.F.R.

7. Supplies: Title and disposition of supplies acquired by Grantee with subgrant funds will be governed by the applicable provisions of 2 C.F.R.

ARTICLE VI. RECORDS

A. For all expenses reimbursed pursuant to this Subgrant, Grantee shall maintain documentation conforming to all requirements prescribed by federal, state and local laws. Grantee shall prepare and maintain documentation to support all transactions, and to permit the reconstruction of all transactions. Grantee shall further ensure the proper completion of all reports required by federal, state and local laws. Grantee shall further maintain evidence of compliance with all applicable federal, state and local laws.

B. For all expenses reimbursed pursuant to this Subgrant, records must include sufficient detail to disclose:

1. Services provided to program participants;

2. Administrative cost of services provided to program participants;

3. Charges made and payments received for items identified in paragraphs (B)(1) and (B)(2) of this section; and,

4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Grantee must maintain all records relevant to the administration of this Subgrant for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained

until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for equipment acquired under this Agreement shall be retained for three years after final disposition of such equipment.

ARTICLE VII. AUDITS OF GRANTEE

A. Grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 2 C.F.R., as applicable, and OMB Circular A-133, Grantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §500, that covers funds received under this Agreement. Grantee must send a copy of the final audit report to Grantor within two (2) weeks of Grantee's receipt of any such audit report.

B. Grantee will take prompt action to correct all problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Grantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date of termination shall be the termination date specified in the termination notice.

B. Notwithstanding the provisions of Article VIII (A), Grantor may suspend or terminate this Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Grantee.

C. If Grantee materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Agreement, or any other

applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee, or pursue a more severe enforcement action as authorized by applicable law;

2. Disallow all or part of the cost of the subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Grantee;

4. Withhold further awards for the subgrant activity; or,

5. Take any other remedies that may be legally available, including but not limited to any additional remedies listed elsewhere in this Agreement.

D. Grantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated subgrant activities under this Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated subgrant activities;

3. Prepare and furnish a report to Grantor, as of the date Grantee received the notice of termination or suspension, that describes the status of all subgrant activities and includes details of all subgrant activities performed and the results of those activities; and,

4. Perform any other tasks that Grantor requires.

E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence

of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

A. Notices to Grantor from Grantee concerning this Agreement shall be sent to the Grantor at the address specified in the preamble to this Agreement.

B. Notices to the Grantee from Grantor concerning this Agreement shall be sent to at the address specified in the preamble to this Agreement.

C. All notices in accordance with this Article shall be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Grantee with respect to all matters herein. Except as provided in Article XI, only a document signed by both parties may amend this Agreement. Both Grantor and Grantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Agreement in an addendum hereto. Any addenda to this Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Grantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANT PERFORMANCE

Grantee must perform all duties contemplated by this Agreement. None of Grantee's duties or actions pursuant to this Agreement may be subcontracted, nor shall this Agreement be assigned without the prior express written authorization of Grantor.

Grantor may, in its sole discretion, impose specific subgrant conditions upon Grantee, if appropriate, as described in 2 C.F.R. §200.207 Specific conditions.

Grantor may, in its sole discretion, verify that every Grantee is audited as required by Subpart F—Audit Requirements of 2 C.F.R. 200 when it is expected that the Grantee's grants expended during the term of this Agreement equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 Audit requirements.

Grantor may, in its sole discretion, consider whether the results of the Grantee's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

Grantor may, in its sole discretion, consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Grantee agrees to be responsible for any liability directly related to any and all acts of negligence by Grantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Grantee knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of West Virginia. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Grantee that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of West Virginia, the Secretary of State of the State of West Virginia, or any of the officers or employees of the State of West Virginia.

D. Incorporation by Reference

The April 17, 2020 letter by the Secretary of State of the State of West Virginia, and its Attachments A-E as completed by the Grantee as of the date of this Agreement are hereby incorporated by reference.

E. Required Information:

1. Grantee's name: Harrison County Commission;

2. Grantee's unique entity identifier (DUNS): [086207859];

3. Federal Award Identification Number: WV20101001;

4. Federal Award Date: April 06, 2020;

5. Subgrant Period of Performance: January 20, 2020 to December 31, 2020;

6. Amount of Federal Funds Obligated by this action by Grantor to Grantee: $96,966.87;

7. Total Amount of Federal Funds Obligated to the Grantee by the Grantor, including the current obligation: $96,966.87;

8. Total Amount of the Federal Award committed to the Grantee by the Grantor, including the current obligation: $96,966.87;

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): preventing, preparing for,

and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle;

10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Election Assistance Commission; the West Virginia Secretary of State; Chuck Flannery, West Virginia Deputy Secretary of State, (304) 558-6000;

11. CFDA Number and Name: 90.404;

12. Identification of whether the award is R&D: This Agreement does not contemplate R&D; and,

13. Indirect cost rate for the Federal award (including if the *de minimis* rate is charged per §200.414 Indirect (F&A) costs): 10.0%.

14. Funding Source: EAC1651DB2020XX-2020-61000001-410001-EAC1908000000.

E: Terms of Closeout:

1. Grantee shall permit Grantor access to all documentation and personnel necessary for Grantor to evaluate Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate Grantee monitoring described in subsections (2) and (3) of this section E, which may include consideration of:

a. The Grantee's prior experience with the same or similar subawards;

b. The results of previous audits including whether or not the Grantee receives a Single Audit in accordance with Subpart F—Audit Requirements of this 2 C.F.R. 200, and the extent to which the same or similar subaward has been audited as a major program;

c. Whether the Grantee has new personnel or new or substantially changed systems; and

d. The extent and results of Federal awarding agency monitoring (e.g., if the Grantee also receives Federal awards directly from a Federal awarding agency).

2. Monitor the activities of the Grantee as necessary to ensure that funds disbursed pursuant to this Agreement are used for the Purpose, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that this Agreement's performance goals are achieved. Grantor shall monitor the Grantee to ensure compliance, such monitoring to include:

a. Reviewing financial and performance reports required by the Grantor.

b. Following-up and ensuring that the Grantee takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means.

c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Grantee from the pass-through entity as required by 2 C.F.R. §200.521 Management decision.

3. Depending upon the Grantor's assessment of risk posed by the Grantee, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

a. Providing Grantee with training and technical assistance on program-related matters;

b. Performing on-site reviews of the Grantee's program operations; and,

c. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 Audit services.

Each of below signatories represent and warrant that they have authority to enter into a binding agreement on behalf of the organizations named in this Agreement with respect to the execution of this Agreement and the matters contained herein.

Accepted and Agreed to by:

West Virginia State Election Commission	Print name: Susan J. Thomas
MAC WARNER, *ex officio*	Board of Harrison County
West Virginia Secretary of State	Commissioners

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, February 10, 2021, through Tuesday, February 16, 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, February 10, 2021, the following matters were disposed of in the presence of the Clerk:

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

DAVID P PIKE, who was named in the last will and testament of **LINDA KAY PIKE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Thursday, February 11, 2021, the following matters were disposed of in the presence of the Clerk:

A duly certified copy of the last will and testament of **BETTY R LYNCH**, deceased, late a resident of MONONGALIA, WEST VIRGINIA, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **BRIEANNA LEBLOND** was appointed and qualified as ADMINISTRATRIX of the estate of **DEWEY EDMUND ROWE**, deceased. No bond was required.

On, Friday, February 12, 2021, the following matters were disposed of in the presence of the Clerk:

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

DEVAN RIESS, who was named in the last will and testament of **FRANCES LAVAHN KINCAID**, deceased, as ANCILLARY ADMINISTRATOR thereof, qualified as such. No bond was required.

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

OTIS CLARK, who was named in the last will and testament of **CHERYL FAYE CLARK**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

The last will and testament of **LESLIE D. HOPPEY WINKIE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

KENNETH A WINKIE, who was named in the last will and testament of **LESLIE D. HOPPEY WINKIE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

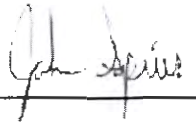
More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **DANIEL A 'WHITEMAN** was appointed and qualified as ADMINISTRATOR of the estate of **DIANE WHITEMAN**, deceased. No bond was required.

On, Tuesday, February 16, 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, **FELICIA ANN STUTLER** was appointed and qualified as ADMINISTRATRIX of the estate of **ALVA ARTHUR STUTLER III**, deceased. No bond was required.

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

ERIC RAY SHREVE, who was named in the last will and testament of **WANDA LEE SHREVE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.



Wednesday, February 24, 2021

John R Spires
Clerk of the Harrison County Commission

Confirmed

Estate: 9464

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
February 17, 2021

4:00 pm Board Meeting Convenes

4:05 pm Call for approval of minutes from 1/20/2021 regular board meeting

4:15 pm Public comment period

ACTION ITEMS

A. Kylea Radcliff/Logan Alastanos (Thrasher)

1. GHCPSD Water Project
2. GHCPSD Sewer Projects
    - A. Phase II/Rt. 73
        - a. Construction Updates
    - B. Enterprise Project
        - a. Construction Update
    - C. River Crossings
        - a. General Update
3. GHCPSD future projects
    - A. Steven's Run – General update
    - B. Water extension and upgrades – General update
4. General

B. Zack Dobbins (Accountant)/Ruth Ann Messenger

1. Water and Sewer Check Register and debit cards
2. Drawdown
    - A. Phase II/Rt. 73
    - B. Enterprise

C. Bill Hoover (General Manager)

1. Water
    - A. Water Loss Report
    - B. Water leak Report
2. Sewer
    - A. General Update
3. Good of the District

D. Richard Barnett (Earthtec)

1. Package Plant Report
2. Sewer Plant Report

E. Sam Harold

1. Legal

F. Executive Session

1. Personnel Issues
2. Attorney

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
01/01/2021 - 01/31/2021

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	185,949.45	181,839.25	4,110.20	99.52%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	42.25	315.42	(273.17)	0.02%
MISCELLANEOUS/RECONNECT FEES	10.86	916.33	(905.47)	0.01%
QUIET DELL LEASE	500.00	500.00	-	0.27%
TAP FEES	350.00	933.33	(583.33)	0.19%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	186,852.56	184,504.33	2,348.23	
EXPENSES				
ACCT, BILLING, & COLLECTING	12,234.71	4,362.92	7,871.79	6.38%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
CHEMICALS	-	353.92	(353.92)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,596.00	14.85	12.83%
DIRECTORS FEES	493.00	595.08	(102.08)	0.26%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	6,350.51	5,470.42	880.09	3.31%
LAB SERVICE	391.00	553.00	(162.00)	0.20%
LABOR	28,327.82	27,340.00	987.82	14.77%
MAINTENANCE	11,473.93	11,040.75	433.18	5.98%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	-	82.92	(82.92)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	13,820.60	6,035.83	7,784.77	7.21%
POWER PURCHASED	3,641.45	3,159.58	481.87	1.90%
PROPERTY/LIABILITY & INJURIES INSURANCE	833.16	2,944.42	(2,111.26)	0.43%
REGULATORY COMMISSION	-	547.83	(547.83)	0.00%
RENEWAL & REPLACEMENT	3,328.28	4,583.67	(1,255.39)	1.74%
RENT EXPENSE	2,500.00	2,500.00	-	1.30%
TAXES	2,450.36	2,401.83	48.53	1.28%
TRANSPORTATION	2,851.33	2,335.08	516.25	1.49%
UTILITIES	1,249.30	806.58	442.72	0.65%
WATER PURCHASED	77,225.20	79,265.58	(2,040.38)	40.27%
TOTAL EXPENSES	191,781.50	178,975.42	12,806.08	
NET SURPLUS (DEFICIT)	(4,928.94)	5,528.92	(10,457.86)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
01/01/2021 - 01/31/2021

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	178,639.09	162,239.25	16,399.84	86.98%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.22%
INTEREST INCOME	61.92	60.25	1.67	0.03%
MISCELLANEOUS/RECONNECT FEES	-	28.67	(28.67)	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,350.00	142.92	1,207.08	0.66%
UNUSUAL CHARGE	22,828.31	10,068.75	12,759.56	11.12%
TOTAL INCOME	205,379.32	175,039.83	30,339.49	
EXPENSES				
ACCT, BILLING, & COLLECTING	115.82	685.92	(570.10)	0.09%
BRIDGEPORT SANITARY BOARD	10,000.00	8,732.33	1,267.67	7.45%
CHEMICALS	-	1,920.08	(1,920.08)	0.00%
CLARKSBURG SANITARY BOARD	1,866.60	1,763.17	103.43	1.39%
DEBT SERVICE	40,099.49	40,099.50	(0.01)	29.85%
DIRECTORS FEES	307.00	499.17	(192.17)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	3,954.60	3,784.58	170.02	2.94%
LAB SERVICE	835.78	383.92	451.86	0.62%
LABOR	12,598.25	16,356.75	(3,758.50)	9.38%
MAINTENANCE	13,331.85	9,708.50	3,623.35	9.93%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	864.29	1,135.50	(271.21)	0.64%
OUTSIDE SERVICES/CONTRACT LABOR	27,308.48	23,191.00	4,117.48	20.33%
POWER PURCHASED	14,087.17	10,317.08	3,770.09	10.49%
PROPERTY/LIABILITY & INJURIES INSURANCE	(144.16)	2,082.75	(2,226.91)	-0.11%
REGULATORY COMMISSION	-	619.25	(619.25)	0.00%
RENEWAL & REPLACEMENT	5,421.53	37,500.00	(32,078.47)	4.04%
RENT EXPENSE	-	-	-	0.00%
TAXES	1,182.34	1,133.67	48.67	0.88%
TRANSPORTATION	1,775.59	1,477.42	298.17	1.32%
UTILITIES	709.98	634.25	75.73	0.53%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	134,314.61	162,024.83	(27,710.22)	
NET SURPLUS (DEFICIT)	71,064.71	13,015.00	58,049.71	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
01/01/2021 - 01/31/2021

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	364,588.54	344,078.50	20,510.04	92.95%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.64%
INTEREST INCOME	104.17	375.67	(271.50)	0.03%
MISCELLANEOUS/RECONNECT FEES	10.86	945.00	(934.14)	0.00%
QUIET DELL LEASE	500.00	500.00	-	0.13%
TAP FEES	1,700.00	1,076.25	623.75	0.43%
UNUSUAL CHARGE	22,828.31	10,068.75	12,759.56	5.82%
TOTAL INCOME	392,231.88	359,544.17	32,687.71	
EXPENSES				
ACCT, BILLING, & COLLECTING	12,350.53	5,048.83	7,301.70	3.79%
BRIDGEPORT SANITARY BOARD	10,000.00	8,732.33	1,267.67	3.07%
CHEMICALS	-	2,274.00	(2,274.00)	0.00%
CLARKSBURG SANITARY BOARD	1,866.60	1,763.17	103.43	0.57%
DEBT SERVICE	64,710.34	64,695.50	14.84	19.84%
DIRECTORS FEES	800.00	1,094.25	(294.25)	0.25%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	10,305.11	9,255.00	1,050.11	3.16%
LAB SERVICE	1,226.78	936.92	289.86	0.38%
LABOR	40,926.07	43,696.75	(2,770.68)	12.55%
MAINTENANCE	24,805.78	20,749.25	4,056.53	7.61%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	864.29	1,218.42	(354.13)	0.27%
OUTSIDE SERVICES/CONTRACT LABOR	41,129.08	29,226.83	11,902.25	12.61%
POWER PURCHASED	17,728.62	13,476.67	4,251.95	5.44%
PROPERTY/LIABILITY & INJURIES INSURANCE	689.00	5,027.17	(4,338.17)	0.21%
REGULATORY COMMISSION	-	1,167.08	(1,167.08)	0.00%
RENEWAL & REPLACEMENT	8,749.81	42,083.67	(33,333.86)	2.68%
RENT EXPENSE	2,500.00	2,500.00	-	0.77%
TAXES	3,632.70	3,535.50	97.20	1.11%
TRANSPORTATION	4,626.92	3,812.50	814.42	1.42%
UTILITIES	1,959.28	1,440.83	518.45	0.60%
WATER PURCHASED	77,225.20	79,265.58	(2,040.38)	23.68%
TOTAL EXPENSES	326,096.11	341,000.25	(14,904.14)	
NET SURPLUS (DEFICIT)	66,135.77	18,543.92	47,591.85	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/20 - 01/31/21

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,316,494.22	1,272,874.75	43,619.47	96.89%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	292.59	2,207.92	(1,915.33)	0.02%
MISCELLANEOUS/RECONNECT FEES	32,924.55	6,414.33	26,510.22	2.42%
QUIET DELL LEASE	3,500.00	3,500.00	-	0.26%
TAP FEES	5,600.00	6,533.33	(933.33)	0.41%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,358,811.36	1,291,530.33	67,281.03	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	35,239.69	30,540.42	4,699.27	2.73%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
CHEMICALS	766.59	2,477.42	(1,710.83)	0.06%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	172,275.95	172,172.00	103.95	13.36%
DIRECTORS FEES	3,452.62	4,165.58	(712.96)	0.27%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	43,844.92	38,292.92	5,552.00	3.40%
LAB SERVICE	5,053.33	3,871.00	1,182.33	0.39%
LABOR	200,866.94	191,380.00	9,486.94	15.57%
MAINTENANCE	74,229.42	77,285.25	(3,055.83)	5.76%
MISCELLANEOUS EXPENSE	13,133.03	-	13,133.03	1.02%
OFFICE SUPPLIES & EXPENSE	893.20	580.42	312.78	0.07%
OUTSIDE SERVICES/CONTRACT LABOR	38,827.35	42,250.83	(3,423.48)	3.01%
POWER PURCHASED	21,190.44	22,117.08	(926.64)	1.64%
PROPERTY/LIABILITY & INJURIES INSURANCE	22,771.58	20,610.92	2,160.66	1.77%
REGULATORY COMMISSION	6,668.76	3,834.83	2,833.93	0.52%
RENEWAL & REPLACEMENT	36,352.62	32,085.67	4,266.95	2.82%
RENT EXPENSE	17,500.00	17,500.00	-	1.36%
TAXES	17,374.99	16,812.83	562.16	1.35%
TRANSPORTATION	23,734.41	16,345.58	7,388.83	1.84%
UTILITIES	5,925.43	5,646.08	279.35	0.46%
WATER PURCHASED	549,653.39	554,859.08	(5,205.69)	42.62%
TOTAL EXPENSES	1,289,754.66	1,252,827.92	36,926.74	100.00%
NET SURPLUS (DEFICIT)	69,056.70	38,702.42	30,354.28	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/20 -01/31/21

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,256,190.94	1,135,674.75	120,516.19	90.76%
FACILITIES CHARGE	17,500.00	17,500.00	-	1.26%
INTEREST INCOME	442.08	421.75	20.33	0.03%
MISCELLANEOUS/RECONNECT FEES	-	200.67	(200.67)	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	11,400.00	1,000.42	10,399.58	0.82%
UNUSUAL CHARGE	98,490.64	70,481.25	28,009.39	7.12%
TOTAL INCOME	1,384,023.66	1,225,278.83	158,744.83	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	4,021.81	4,801.42	(779.61)	0.41%
BRIDGEPORT SANITARY BOARD	61,280.40	61,126.33	154.07	6.32%
CHEMICALS	9,838.00	13,440.58	(3,602.58)	1.01%
CLARKSBURG SANITARY BOARD	14,439.12	12,342.17	2,096.95	1.49%
DEBT SERVICE	278,713.43	280,696.50	(1,983.07)	28.73%
DIRECTORS FEES	1,947.38	3,494.17	(1,546.79)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	27,270.84	26,492.08	778.76	2.81%
LAB SERVICE	3,577.85	2,687.42	890.43	0.37%
LABOR	96,290.01	114,497.25	(18,207.24)	9.92%
MAINTENANCE	136,319.88	67,959.50	68,360.38	14.05%
MISCELLANEOUS EXPENSE	0.26	-	0.26	0.00%
OFFICE SUPPLIES & EXPENSE	6,839.41	7,948.50	(1,109.09)	0.70%
OUTSIDE SERVICES/CONTRACT LABOR	148,551.04	162,337.00	(13,785.96)	15.31%
POWER PURCHASED	83,604.96	72,219.58	11,385.38	8.62%
PROPERTY/LIABILITY & INJURIES INSURANCE	10,713.42	14,579.25	(3,865.83)	1.10%
REGULATORY COMMISSION	4,865.50	4,334.75	530.75	0.50%
RENEWAL & REPLACEMENT	62,973.46	262,500.00	(199,526.54)	6.49%
RENT EXPENSE	-	-	-	0.00%
TAXES	5,277.79	7,935.67	(2,657.88)	0.54%
TRANSPORTATION	10,620.69	10,341.92	278.77	1.09%
UTILITIES	3,070.40	4,439.75	(1,369.35)	0.32%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	970,215.65	1,134,173.83	(163,958.18)	100.00%
NET SURPLUS (DEFICIT)	413,808.01	91,105.00	322,703.01	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/20 -01/31/21

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,572,685.16	2,408,549.50	164,135.66	93.80%
FACILITIES CHARGE	17,500.00	17,500.00	-	0.64%
INTEREST INCOME	734.67	2,629.67	(1,895.00)	0.03%
MISCELLANEOUS/RECONNECT FEES	32,924.55	6,615.00	26,309.55	1.20%
QUIET DELL LEASE	3,500.00	3,500.00	-	0.13%
TAP FEES	17,000.00	7,533.75	9,466.25	0.62%
UNUSUAL CHARGE	98,490.64	70,481.25	28,009.39	3.59%
TOTAL INCOME	2,742,835.02	2,516,809.17	226,025.85	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	39,261.50	35,341.83	3,919.67	1.74%
BRIDGEPORT SANITARY BOARD	61,280.40	61,126.33	154.07	2.71%
CHEMICALS	10,604.59	15,918.00	(5,313.41)	0.47%
CLARKSBURG SANITARY BOARD	14,439.12	12,342.17	2,096.95	0.64%
DEBT SERVICE	450,989.38	452,868.50	(1,879.12)	19.96%
DIRECTORS FEES	5,400.00	7,659.75	(2,259.75)	0.24%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	71,115.76	64,785.00	6,330.76	3.15%
LAB SERVICE	8,631.18	6,558.42	2,072.76	0.38%
LABOR	297,156.95	305,877.25	(8,720.30)	13.15%
MAINTENANCE	210,549.30	145,244.75	65,304.55	9.32%
MISCELLANEOUS EXPENSE	13,133.29	-	13,133.29	0.58%
OFFICE SUPPLIES & EXPENSE	7,732.61	8,528.92	(796.31)	0.34%
OUTSIDE SERVICES/CONTRACT LABOR	187,378.39	204,587.83	(17,209.44)	8.29%
POWER PURCHASED	104,795.40	94,336.67	10,458.73	4.64%
PROPERTY/LIABILITY & INJURIES INSURANCE	33,485.00	35,190.17	(1,705.17)	1.48%
REGULATORY COMMISSION	11,534.26	8,169.58	3,364.68	0.51%
RENEWAL & REPLACEMENT	99,326.08	294,585.67	(195,259.59)	4.40%
RENT EXPENSE	17,500.00	17,500.00	-	0.77%
TAXES	22,652.78	24,748.50	(2,095.72)	1.00%
TRANSPORTATION	34,355.10	26,687.50	7,667.60	1.52%
UTILITIES	8,995.83	10,085.83	(1,090.00)	0.40%
WATER PURCHASED	549,653.39	554,859.08	(5,205.69)	24.32%
TOTAL EXPENSES	2,259,970.31	2,387,001.75	(127,031.44)	100.00%
NET SURPLUS (DEFICIT)	482,864.71	129,807.42	353,057.29	

Statement of Cash Flows

January 2021

OPERATING ACTIVITIES		
Net Income (Loss)	$	(4,928.94)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	$	-
Accounts Payable	$	6,172.53
Customer Deposits	$	1,260.86
Due (From) To Sewer Fund	$	(68,453.78)
Net cash provided by Operating Activities	$	(65,949.33)
INVESTING ACTIVITIES		
Fixed Assets	$	-
	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase for period	$	(65,949.33)
Cash at beginning of period	$	1,019,599.61
Cash at end of period	**$**	**953,650.28**
Unrestricted Cash	$	619,669.89
Restricted Cash		
Depreciation Reserve	$	256,267.80
Bond Commission Sweep	$	26,503.00
Customer Deposits	$	51,209.59
Total Restricted Cash	$	333,980.39
Total Unrestricted & Restricted Cash	**$**	**953,650.28**
	$	-

Statement of Cash Flows
January 2021

OPERATING ACTIVITIES		
Net Income (Loss)	$	71,064.71
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	$	7,625.06
Customer Deposits	$	595.21
Payroll Liabilities	$	3,117.53
Due (From) To Water Fund	$	68,453.78
Net cash provided by Operating Activities	$	150,856.29
INVESTING ACTIVITIES		
1450 · WORK IN PROGRESS:Row's & Land	$	-
Fixed Assets Project	$	(1,576,738.09)
Net cash provided by Investing Activities	$	(1,576,738.09)
FINANCING ACTIVITIES		
	$	-
5.5 Agreements	$	-
Draw on Bond & Grants	$	1,554,937.23
Net cash provided by Financing Activities	$	1,554,937.23
Net cash increase for period	$	129,055.43
Cash at beginning of period	$	1,218,140.58
Cash at end of period	**$**	**1,347,196.01**
Unrestricted Cash	$	658,079.65
Restricted Cash		
Construction Account	$	1,697.73
Depreciation Reserve	$	583,853.85
Rural Development Reserve	$	25,264.83
Bond Commission Sweep	$	40,422.60
Customer Deposits	$	37,877.35
Total Restricted Cash	$	689,116.36
Total Unrestricted & Restricted Cash	**$**	**1,347,196.01**
	$	-

Minutes of the Greater Harrison County Public Service District
For Wednesday, December 16, 2020 – Revision 1

Board Members Present: James Scudere, Ruth Ann Messenger and Mark Leonard

Others Present: Bill Hoover, Zack Dobbins, Clay Riley and Richard Barnett

Proceedings: Meeting called to order by James Scudere

Meeting Minutes for November: A motion was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Public Comments: No one from public present

Agenda Items:
Thrasher Engineering provided by Clay Riley
Sewer Project
Phase 2 Rt. 73 –
Contract #1 - currently 80% complete. Currently working on tie in area from Country Club road and Deer Trail. We have a change order #2 for a 120-day calendar increase on completion. Due to weather and late start in area, there is no change in the price. Motion to approve made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Contract #2 – We had a walk through performed yesterday. We have a substantial completion for this contract which means their one-year warranty will begin. The punch list has 17 items. A motion to approval was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Contract #3 –Currently 41% complete, still a challenge
Contract #4 – Currently 99% complete, working through start up equipment. We have a change order for $11,500 for some additional paving. The original price was $18,000 and they reduced to $11,500. A motion to approve change order was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

We do have an engineering amendment for additional inspection time. Due to the delays with some of the contractors. This amendment is requesting $25,000 for additional engineering during construction, $75,000 for RPR services which are billed for the days the contractor is working. Bill added that the future projects should be padded upfront or the contractor pay the extra. The contracts in the future need to be worded differently so the district doesn't have to pay extra for inspection time. They are currently showing this job to be complete by the end of May. Mark Leonard made a motion to approve engineering amendment, seconded by James Scudere and unanimously accepted.

Discussion was had about the increase of payouts for inspectors due to contractors not getting work progress due to roc, water etc. Mark stated that the contracts should be changed to hold the contractor responsible for extra inspectors due to their work delays, not the district.

Enterprise Project –They are 8% done, working on gravity section that comes into lift station #2.

River Crossing – Discussed with Kylea earlier in the week, we have a construction estimate together. The estimate was $900,000 in construction for directional drill. There are two river crossings and these should be broken into two estimates just in case of an emergency.

Future Water Projects –
Steven's Run – Critical needs funding package was approved, we received $799,000 in grant not loan funds. Thirty- one customers about 19,000 feet of line. GHPSD was the only utility in the state to get this grant. We hope to be able to bid this in January.

Phase II overall water improvement – The preliminary engineering report budget and study is $20,000 for this. A motion to approve Engineering fee for report study was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Finance: Report provided by Ruth Ann Messenger
Water and Sewer check registers with debit card transactions
-Sewer- Total amount for checks and EFT's: $251,516.01. This includes 13 Eft's, first check #33658 thru 33734.
-Water- Total amount for checks and EFT's: $162,092.65. This includes 6 Eft's, first check #8021 thru #8046. Debit card transactions totaled $1,280.08. A motion to approve was made by Mark Leonard, seconded by James Scudere and unanimously accepted.

Zack Dobbins – Bennett and Dobbins
The water side was a bad month you can see one check was for $17,000 which was for four taps in Bennett Manor. We bought pumps on the sewer side, several right of ways, a new furnace for pumper truck building.

I have resolution #4 for Enterprise project in the amount of $450,948.00. A motion to approve was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Resolution #18 for Phase II/Rt. 73 in the amount of $652,519.50. A motion to approve was made by Mark Leonard, seconded by Ruth Messenger and unanimously accepted.

Last Thursday Bill and I went and did wage interviews in Enterprise and Rt. 73. Rt. 73 had no problems at all. The Enterprise guys started on the rates being charged, most prevailing wage rates are based on region, the fringes were $6.00 - $8.00 per hour below where they should be. We also met with Willy Parker on the Coon's Run merger. They will forgive all expenses they have paid with the exception of the water bills. We ask the commission to pay for 250 more meters and we can pay them back over 7 years. To make this work we would need approval for a 5% price increase. I have to compile him data on what the rates are will be and etc. The rates will still not be the same but it will make Coon's Run rate same as schedule 2 rates.

Bill Hoover – General Manager
Water – Overall, we are at 30%, QD we increased 3%, LCMC was down 11% and VGH we brought down 3%. Coon' Run is down 1% and we made water at Fair Oaks. In looking at the year to date leaks we fixed 16 leaks on the main and 26 service line leaks. LCMC we fixed 2 main leaks and 1 service line leak

for the month. VGH we have 2 main leaks and 1 service line leak. In QD we had a leak on the main by Mr. Tunes Auto by the road. We are not going to do any leak detection this month.
We had to replace a circuit board at the Brushy Fork tank.

Judy Corkrean with the silt in her lines, it appears that the line has a belly at her property. We put in a duplex strain system. Customer above her and below do not have any problems.

Sewer –
There is a trailer moving in on gravel road, that area is all grinder pumps. If someone requests sewer then we have to supply the pump.

On the land application for the sludge, we are anticipating cleaning some sludge out of pond #1. We got a land owner agreement today, there is a possibility we qualify for money with the IJDC and the DEP at $500,000 from each. We will submit those this week after Sam Stark signs the application. AJ Rockwell is the only contractor in the state that can do this.

Good of the District –
Last month the COVID policy was approved and the changes requested were made.

Richard Barnett– Earthtech/Package Plants
To clarify the Land Application, it will save money based on not paying the per ton rate at the landfill. We did sample four of Sam Stark's fields for the nutrient analysis and they all came back fine.

The new package plant is top of the line, we are waiting on the training right now.

The other package plants do not have any more inspections scheduled for 2020.

Executive Session – No issues requiring executive session

A motion to adjourn meeting was made by Mark Leonard, seconded by James Scudere and unanimously accepted.

The next regular monthly meeting will be held on January 20, 2021 at 4:00 pm.

Chairman _____
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary _____

Member _____

Mark Leonard

Ray Vanhorn

Member_____

Thomas Michael

Minutes of the Greater Harrison County Public Service District
For Wednesday, January 20, 2021

Board Members Present: James Scudere, Ruth Ann Messenger, Raymond Vanhorn and Mark Leonard

Others Present: Bill Hoover, Zack Dobbins, Clay Riley, Kylea Radcliff, Logan Alastanos and Richard Barnett

Proceedings: Meeting called to order by James Scudere

Meeting Minutes for December: Mark Leonard made a motion to amend the December months minutes and resubmit next month. A motion was made by Mark Leonard, seconded by Ruth Messenger to approve as amended and unanimously accepted.

Public Comments: No one from public present

Agenda Items:

Thrasher Engineering provided by Clay Riley

Sewer Project

Phase 2 Rt. 73 –

Contract #1 - currently 93% substantial completion and anticipate completing next month. This will be weather dependent. There is approximately 2500' left to lay.

Contract #2 – This is substantially complete and they are working on punch list items.

Contract #3 –Currently 47% complete, they are starting to get into better material. Line 6 is almost complete. Kylea added that issued a letter to contractor on Monday stating that their contract time had expired and we were declaring them in default, meaning they had not met the requirements of the contract. They did not accept that; they are requesting a conference call with the project team to work through the next steps on that. They have agreed verbally not in writing at this point to pay for any utility bills experienced at the treatment plant while the plant sits idle. We anticipate those bills to be transferred to them in February. It will be a little bit of an uphill battle, as part of the contract liquidated damages are estimated at about $1000 per day and we will anticipate withholding that money from the contractor. It is going to require legal action, as you can imagine with getting into specific contract language. We followed the requirements from the engineers point of warning them that they were overtime, telling them that we were going to declare them in default and then of course following up this week with the declaration of default of their contract. What we need your direction on is how you want us to proceed attorney wise. Do you want if through your local attorney, Dave Glover or run through Todd Swanson, Steptoe and Johnson? Bill added that we have used Sam and Dave Glover. Zack included that we need someone experienced on this. Zack added that he would recommend Glover or Todd. Steptoe has experience with this and has worked with Thrasher. Kylea included that they did work with Todd and Steptoe and it ended up in litigation. What attorney would the board like to use for this situation that has experience, Steptoe maybe better suited to get this done. We have to get back to Rover and set up meeting with them and our attorney on the call with us. There is an executed bond that outlines what you have to do to be eligible for the bonds. We've gotten to the point that we have to get legal counsel. Mark included that when it's push comes to shove they are not willing to work with us, Zack stated that when it's talking 4-5 million dollars, they aren't really going to put it on record. Zack

also added that it's not from their lack of trying, but anytime you start talking about liquidated damages it's over. James Scudere added that the decision needs to be made on Glover or Steptoe and Johnson. James Scudere made a motion to hire Steptoe and Johnson, seconded by Mark Leonard and unanimously accepted. Kylea added that it won't be easy but it will be easier with an attorney that knows the contracts in and out. Zack included that September 1st of this year 52,000 dollars per month is what you owe, Bill added that it is $52,627.17 a month. Bill has the notice to hook on part of Laurel Park, and not far behind is Country Club but that won't be enough to make the bond payment. James Scudere added that he had mentioned to Bill that we should notify the county about what's going on, if they find out from someone else it will be a problem. We aren't doing anything illegal; we are doing what we are supposed to be doing – they hire and can fire everyone on this board. Bill stated that we cannot have a work session with all 3 commissioners, the only thing we can do is get on the agenda and go the commission meeting or meet with Willie. The agenda meeting would give the opportunity to state the facts without naming the contractors. Kylea said the agenda is probably already out so early February would be the earliest. James Scudere added that we are going to hire Steptoe and Johnson immediately and then notify the count commission in public of what's going on and what we have done. Kylea stated that production has picked up but just not in the phase that we need it to be now. One our big charges is to get them to get the main trunk line that starts at Woodcrest and back to the new treatment plant, if we can get that portion and the forced main completed you can turn on at least a portion of that which is really important so you can start charging those customers. Issue partial/substantial completion so they can get up and moving and you can collect some revenues. The biggest push is to get as many people serviced in the shortest amount of time and that will help not just you as the district but will help them which gives them incentive as well.

Contract #4 – We have the substantial completion walk through today with Phil which we will have for you to sign, just a few punch list items. All equipment is installed, it is pretty much finalized with the exception of some final paving, final restoration and the slip repair on the access road which will take place in the spring time. The equipment is ready for sewage, they did testing on pump stations last Thursday, so the substantial completion is complete as of last Thursday. We do have a substantial completion that will need a motion to issue for contract #4. A motion to accept the substantial completion was made by James Scudere, seconded by Ray Vanhorn and unanimously accepted.

Kylea included that as Zack said we need to get the letters out to the customers in Laurel Park stating that they have X number of days before they get charged for the sewer. Shortly following will get you in the ballpark of 370 customers and then double that when you get in contract #3.

Enterprise Project –We are at 30% construction time of 15% construction completion. They are working 2 crews right now, they have 2 of the lift stations set, now they are working on the gravity sewer line. We have had a couple right of way issues but nothing major at this time. James Scudere added that he has a complaint; We agreed on where the row would be coming through his yard and it's not coming that way. Logan stated that he would come to site and meet with him tomorrow. Kylea added that there will be a lot of digging in a lot of yards and it will be ugly in the wet months and in the spring. Any calls that Bill gets we will try to get addressed and handle the calls as quickly as possible. It always peaks at the beginning the project and then again at the very end. They are moving really fast thus far.

River Crossing – No update, we did prepare a clean water SRF application. Basically, if you are going to seek funds through DEP between now and June of 2022 you have to fill this out and get on their priority list. This was due Friday of last week. We also did the same thing for sludge removal on pond #1, where your rates currently sit you are eligible for up to $500,000 grant from the infrastructural council and

$500,000 in grant from the DEP SRF. 100% grant funded; anytime you are seeking funds between now and June of 2022 you have to be on this list. This will require a preliminary engineering report and cost estimate. We have been discussing with Bill and looking at ways to fund and right now we should take advantage of the rates before the census data changes. Even if it doesn't cover all the costs. It would be the first phase; we would be keeping pond #1 in service. We have contracts here for that. Logan added this is the planning phase for the engineering service agreement for the contract Kylea just went over, we will hold the fees and it will come out when all the closing fees are done in the amount of $20,000. A motion to approve was made by Mark Leonard, seconded by James Scudere and unanimously accepted. Part of the planning is identifying where the sludge will go, based on the different ponds and the soil conditions it will tell you how much you can discharge there. It will all depend on the amount taken out. Bill added that Richard had already taken soil samples. The agreement has already been drawn up. It is favorable that the farm mentioned can be used. The work will have to be bid out to accept grant funds. Kylea stated that this will be a completely different method from before and we will see different names from contractors that specialize in sludge removal.

Future Water Projects –

Steven's Run – Critical needs funding, we have this designed and we have gone through the final edits and they will be out for permits this week to the health department, DOH, and DEP and other permitting agencies. Once the permits are received it will be one of the last checks, we need on the list that we can get it off to bid. We had our first call with the infrastructure council last week on status of the project and necessary steps to bid.

Phase II overall water improvement – We are getting the cost estimates together, identifying what we need and coming up with a funding scope. This one focuses on the Valley of Good and other areas as prioritized with Bill.

Finance: Report provided by Ruth Ann Messenger

Water and Sewer check registers with debit card transactions

Zack stated that the water checks that were paid from the last meeting to this meeting, if we can just make a motion to approve the bills as paid from 12/21 – 1/21; the sewer checks are included. James Scudere made a motion to approve the bills as paid, seconded by Ruth Messenger and unanimously accepted.

-Sewer- Total amount for checks and EFT's: $184,354.32. This includes 12 Eft's, first check #33735 thru 33804.

Debit card transactions totaled $1,180.33. A motion to approve was made by Mark Leonard, seconded by James Scudere and unanimously accepted.

Zack Dobbins – Bennett and Dobbins

Pay applications to approve, Resolution #19, IJDC resolution #1 for Phase II/Rt. 73 project in the amount of $819,922.23. We will draw down on the SRF loan $1,600.00, we will draw down $287,129.40 on the IJDC grant, we will draw down $531,192.83 on the USDA loan. A motion to approve was made by Mark Leonard, seconded by James Scudere and unanimously accepted.

Resolution #5 for the Enterprise project in the amount of $429,456.00 on the SRF loan. A motion to approve was made by James Scudere, seconded by Mark Leonard and unanimously accepted.

Agreement for the Steven's Run project which we have already reviewed and you have already approved the contractor we just need the agreements signed and approval. I have the agreement for JD Utility for the administration in the amount of $10,000.00, is also. Have 2 contract for Steptoe and Johnson to be title construction contract council for $6,000.00 and for PSC council for $10,000.00; these have already been built into the contract rate already which is fully grant funded. A motion to approve all 3 agreements made by James Scudere, seconded by Raymond Vanhorn and unanimously accepted.

Bill Hoover – General Manager

Water – Coon's Run was not included in your paperwork; Coon's Run was at 24%. Overall, our system down 4% at 26%. Lost Creek Mount Clare is down 2% at 27% we had 2 main line leaks and 2 service line leaks. Valley of Good Hope we are down 5%, at 29% we fixed no leaks. Quiet Dell we are down 5% we fixed 2 mains and 2 service lines. We haven't had many meters freezing. A calm month overall.

We had an issue at Batton Hollow that supplies about 6 homes, we had to replace a bladder.

We had some flow problems at Brushy Fork we had to order a new Neptune meter and Nutter Fort a new badger meter. Next month will be difficult to determine how much water we have bought.

We did receive the radio read meters for Coon's Run and we hope to start installing as soon as the weather permits. We will start in Fair Oaks with about 78 meters.

We purchased a 2nd mobile transceiver unit to read meters from another truck. Having the ability to read 2 systems the same day will be a big help.

Steven's Run, we will need 5 Rows' there. I contacted 3 people and it shouldn't be a problem, they want the water. They will have to pay tap fees. The golf course has said no problem there, I just have to take a map and show them where we are at, I anticipate no problems there.

Julia and Eric passed their water tests last month; we now have 4 water operators. It makes it a lot easier on the bact's and daily samples. Plus, Julia has passed her written test for CDL's, she just has to drive the pumper truck some before she can take the driving test.

Sewer –

Last month we talked about the new grinder pump we were going to try to install on Gravel Road instead of an EOne we got a fiber glass vault and pumps. With the Covid thing and Eddy it slowed us down a little but we hope to get it installed in the next couple of weeks.

We ordered a new motor for the Riverside Acres lift station; we have never had a spare pump over there; it is a duplex system. The motors take anywhere from 3-4 weeks for repair. We now have 2 spare motors for our smith and loveless vertical lift pumps. We have not had this in 25 years. One motor 20 hp is interchangeable to 3 stations, unfortunately the Riverside is just exclusively for Riverside. Just one more and we will be done; we will have 3 pumps for every lift station. I would like to have this done by September.

I've got a letter where we discussed the availability for the time frame for the Laurel Park customers, we have to put a notice in the paper and then send a letter out to all the customers letting them know the service is available. Kylea stated that there would be about 180 -200 customers that will have to tie onto the taps. Most of the customers are aware but I believe we have to be consistent with all 3

contracts. Bill added that in discussing with Todd Swanson he stated that it is typically 60 days, they don't have to be hooked up but they will get billed. James Scudere concluded that 60 days is reasonable for all. A motion was made by James Scudere to give 60 days' notice, seconded by Raymond Vanhorn and unanimously accepted.

There is a form for the transfer of assets A Parity Application to the US Department of Agriculture that we are going to advertise and refinance that. The interest rate is close to 5%, if we refinance it will be in the low 3's. It's not a huge ordeal but a few hundred a month adds up. Once approved we can go out to local banks and refinance. A motion was made by James Scudere, seconded by Raymond Vanhorn and unanimously accepted.

Good of the District –
The election of officers; James Scudere stated the floor is open for the election of officers for the board for Greater Harrison County PSD. Raymond Leonard made a motion to keep the offices the same as they are currently, seconded by Ruth Ann Messenger and unanimously accepted.

Richard Barnett– Earthtech/Package Plants
The plant we have been stopping out on a semi-regular basis. Treatment is not the problem, operating it by a touch screen requires someone with computer knowledge to operate it. They have showed Patrick a few things, no formal training yet. During this meeting they have been emailing the new samples and just looking over quickly it looks good. The lagoon this time of year there is no duck weed problems, so nothing to report there.

Executive Session – Not required at this time

A motion to adjourn meeting was made by Mark Leonard, seconded by James Scudere and unanimously accepted.

The next regular monthly meeting will be held on February 17, 2021 at 4:00 pm.

Chairman _____
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary _____
Mark Leonard

Member Ray Vanhorn
Ray Vanhorn

Member _____
Thomas Michael

E-2

EAST VIEW PUBLIC SERVICE DISTRICT
1655 PHILIPPI PIKE
CLARKSBURG, WV 26301

MEETING MINUTES

FEBRUARY 9, 2021 AT NOON

FINANCIAL:

1. WV Municipal Bond - $2838
2. USDA Rural Development Loan - $1081
3. Clarksburg Water Board - $1949.37
4. Clarksburg Sanitary Board - $4480.28
5. Payroll – $3787
6. Bennett & Dobbins $500
7. CWCR Account - $646
8. HNB 2.5 % - $456
9. Tetrick and Bartlett - $1318.34
10. Frontier - $149.83
11. Dominion Energy - $123
12. US Cellular - $61.42
13. Unifirst - $90.88
14. Exponet-Telegram - $66
15. Mon Power - $97.29
16. HNB - $41.75
17. Enterprise Sanitation - $38.35
18. Federal Deposit - $1089.08 (Withholdings)
19. State of WV Deposit - $194 (Withholdings)
20. Workforce - $170
21. The Town of Anmoore - $21.26
22. Miss Utility –$16.80
23. USPS - $186.65
24. Misc - $287.03

NEW BUSINESS:

1. Discussed bids from Harold C.Fortner., CPA and Tetrick and Bartlett, PLLC. The Board decided to continue with Tetrick and Bartlett who works well with our Accountants Bennett and Dobbins, PLLC, works well with our office hours and works with us on a payment plan.

2. Discussed Lead and Copper for 2021 because all locations must be approved before sampling can be done.
3. Discussed a performance plan for Field Representative/Maintenance employee.
4. Presented two types of Payment Drop/Lock box options to be placed out by fence close to Philippi Pike for drive thru bill payment convenience. Decided to go with Fort Knox Mailbox. This will create a safer, more convenient method for the customer.
5. Tabled acquiring a newer truck, and a new sign for in front of the building until the next meeting, March 9th.

OLD BUSINESS:

1. Discussed projects for 2021
   A. Options to acquire a newer truck
   B. Check with PDQ about a vinyl overlay over existing sign for building
   C. Prices for drop/lock box to install out by fence for a drive through payment option
   D. Replace older meters as soon as weather permits
   E. Reapply weather treatment to fence when weather is warm (late May-early June)

F

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Census
2020

thank you

THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

County of Harrison - Commission

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.

Steven D. Dillingham

Dr. Steven D. Dillingham, Director
U.S. Census Bureau

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

G.

FILED IN 15TH CIRCUIT COURT
2021 FEB 12 P 4:04

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

Petitioners.

v. Harrison County Commission

Respondent.

Civil Action No: 20-P-223
Honorable Thomas A Budell

MOTION TO NOT DISMISS PETITION OF APPEAL

This motion not to dismiss the Petition Of Appeal From Action of The Harrison County Commission's request is presented to dismiss the petition that occurred in The County Commission meeting held on December 16th, 2020 at which time the commissioners voted to dismiss said file. The Commission violated the open meeting law as we as the petitioners were not notified or told of any action or hearing other than discussion to be held on that date. They were told in the zoom meeting held at that time, the commission would need to schedule a hearing and were also told during the meeting that the commission was not suppose to vote for a dismissal because they were in violation of the open meeting laws of West Virginia.

Your honor could you please review the zoom of that Commission meeting to review the questions being presented. Also, in the Exponent Telegram daily newspaper for Tuesday December 15th, 2020, Harrison County Commission Administrator, Willie Parker, states that the Commission will have to schedule a hearing that will not occur likely before the end of the year. There was no further notice provided to petitioners.

We fully respect the election process and requested in our petition that the absentee votes be made available for audit in order to resolve this issue and insure the integrity of the November 3rd, election.

CONCLUSION;

Your consideration is greatly appreciated in this matter, and we request that the petition be sent back to the Harrison County Commission for hearing.

Emily Virginia Rockwell
Harrison County Republican Executive Committee Chairman
PO Box 156, Enterprise, WV 26568

Mickey Gene Petitto
228 East Main Street
Clarksburg, WV 26301