Wednesday, January 12, 2022

10:00 A.M.

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

10:05 A.M. --- Proclamation --- Mary Ann Iquinto

10:15 A.M. --- Sam Madia --- Update from Legal Regarding Pending Opioid Litigation. Item May Lead to Executive Session per WV Code §6-9A-4

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Julie Hamrick --- Retirement --- Effective 12-31-2021 --- Prosecuting Attorney**
4. **Minutes and /or Amended Minutes of Previous Meeting (NONE)**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Vendor Requisition List of Payments**
6. **Exonerations --- Corrective Tickets --- Joint Property Application**
   - **A. Exonerations --- See Exhibit A**
7. **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 2021 11/23/202211/23/2022A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements)**
   - **A. Requisition for Payment No. (01-12-2022) --- $2953.33**
8. **Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed**

from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission (*NONE*)

9. Review – Discuss - Consider Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts
   A. Enlarged Hepzibah PSD --- Agenda 01-10-2022
   B. Sun Valley PSD --- Agenda 01-11-2022
10. Review – Discuss – Consider Lease Agreement between Olymbec and Community Corrections
11. Review – Discuss – Consider Administrative Cost Schedule for FOIA Requests --- Option A
12. Review – Discuss – Consider Adoption of Intergovernmental Agreement between HCC and Harrison County Solid Waste Authority for Hiring/Creation of Litter Control Officer and Implementation of County Litter Control Program.
13. Review – Discuss – Consider Reformation, Amendment and Update of Harrison County Nuisance Ordinances, Procedures, and Protocols to Accommodate Litter Control Officer and Litter Control Program.
14. Administrator's Report
15. Commissioner Comments - Questions

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

A. Weekly Fiduciary Report from the County Clerk
B. Monthly Fiduciary Commission Settlements: (*NONE*)
C. Final Report of Special Funding Request---Treasured Memories Club, Inc.
D. Certificate of Completion Presented to Patsy Trecost, III for Completion of Class of Leadership Harrison

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

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/31/21		| | | -| | -| | | | |

NAME	ADDRESS
Julie Hamrick	

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 Final date of employment is

☐ OTHER (Explain) 12.31.21. Pay remaining Vacation hours.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
Julie A. Hamrick	12-30-2021
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE

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

[redacted]

Purchase Requisitions January 12, 2022

5-A

Date of Meeting	January 12, 2022		
Work Order Number	Vendor Name	Amount of Invoice-Quote	Description
37105	Hart Office Solutions	$177.69	Copier Rental/Comm.Correc
37153	West Virginia DMV	$2,475.00	Day Report/ DUI
37157	Unsafe Inc.	$2,718.13	Community Corr./Supplies
37170	Premier Glass Inc.	$3,750.00	Doors/Hardware/609 W.Main
37172	Suddenlink	$157.87	Internet/West Milford/L.E.
37174	Trapuzzano's Uniforms	$410.90	Uniforms/Deputies
37175	Trapuzzano's Uniforms	$74.00	Unforms/Courthouse Security
37176	Robin's Perfect Fit	$25.00	Alterations / Deputy McHenry
37177	Continental Coffee	$136.80	Coffee Supplies / Deputies
37178	Idemia Identity & Security	$525.00	Finger Print Reader/ Deputies
37179	OpAns, LLC	$1,600.00	Blood Card Confirmations
37180	PharmChem, Inc.	$215.70	Sweat Patch Confirmations
37181	BestNotes	$362.00	Monthly EMR Subscription/Day Report
37187	Anmoore EMS	$9,477.78	Allotments Dec. 2021
37188	Bridgeport Fire Department	$4,456.14	Allotments Dec. 2021
37189	Harrison County EM5	$24,882.00	Allotments Dec. 2021
37190	City of Salem	$3,687.06	Allotments Dec. 2021
37197	U S Cellular	$2,700.00	Cellular Account Law Enforce
37200	Advance Auto Parts	$119.52	Automotive Supplies/Garage
37201	Appalachian Tire	$2,043.02	Tires Restock / Garage
37202	Canon Financial Service	$1,944.27	Copier Rentals/Courthouse
37203	Canon Financial Service	$216.03	Copier Rentals/ OEM
37204	Chenoweth Ford	$665.40	Automotive Supplies/Garage
37205	City of Shinnston	$89.05	Water Service /Animal Control
37206	Clarksburg Water Board	$92.76	Water Service/Park & Rec.
37207	Clarksburg Water Board	$7,965.85	Water Service/Various
37208	Dan Cava Buick	$280.80	Automotive Supplies/Garage
37209	Dominion Energy WV	$192.96	Gas Service/609 W.Mian St.
37210	Enterprise Sanitation	$744.81	Waste Collection/Various
37211	Fisher Auto Parts	$542.77	Automotive Supplies/Garage
37212	Harrison Rural Electric	$3,361.61	Electric Service / 911&Lost Cre
37213	Fisher Auto Parts	$59.00	Antifreeze/Courthouse
37215	Lowes	$213.06	Repair Supplies/609 W.Main
37216	Mon Power	$1,453.61	Electric Service/Various
37217	Mon Power	$93.87	Electric Service/Various
37218	Mon Power	$362.35	Electric Service/Grafton Tower
37219	Nelson Mullins Riley	$1,428.00	Robinson Grand Perf.Arts
37220	Pace Shredding	$136.00	Paper Shredding /Courthouse
37221	Summit Park PSD	$62.32	Water Service/Ballfield
37222	Simmerman Law	$11,092.00	Legal Services/ Commission
37223	Software System Inc.	$1,878.00	Level 2&3 Maintenance
37224	The Water Shop	$15.00	Water/Cooler Rentals/Various

Purchase Requisitions January 12, 2022

37225	The Water Shop	$124.00	Water/Cooler Rentals/Various
37226	United Refrigeration	$91.80	Filters for HVAC
37227	Waste Management	$827.78	Waste Collection/Courthouse
37229	Quality Home and Office	$8,950.00	General Cleaning/Courthouse
37231	Truist Bank	$441.06	Law Enforcement
37235	Sandy's	$5.18	2 Keys/Law Enforcement
37237	Liberty Distributors	$1,839.41	Janitoral Supplies
37238	Sandy's	$38.86	Maintenance Supplies
37239	City Net	$11,809.32	Internet/Data&Voice/Courth
37242	POS Supply Solutions	$39.50	Black Toner
37245	Dominion Energy WV	$512.73	Gas Service/Public Saf.Buildin
37246	City of Clarksburg	$10,540.29	Annual Fire Fees/Various
37247	City of Bridgeport	$218.52	Water/911
37254	The Water Shop	$38.00	Water/Cooler Rental/Judges
37255	Harrison County Bank	$34,395.48	Airport Property Payment
37256	The Arc of Harrison County	$380.00	Nate/Plaza Cleaning
37258	Dominion Energy WV	$448.94	Gas Service/911
37259	U 5 Cellular	$452.40	Cellular Account/Animal Cont
37260	Fisher Auto Parts	$116.27	Security Mirror/Comm.Correc
37261	MVB Bank	$6,222.12	Payment for 609 W.Main St
37262	Dominion Energy WV	$2,249.79	Gas Service/Various Locations
37263	Staples	$1,997.98	Owl Webcam/Comm.Correc
37264	The Thrasher Group	$3,830.00	South Rail Trail Bridge Evalutions
37265	Hartland Planing Mill	$3,941.33	Building Supplies for 609
37266	U S Cellular	$171.07	Cellular Account/Law Enforce
37269	Advantage Technology	$3,240.00	Email&Office Products Renewel
37270	Mid-State Chevrolet & Buick	$30,100.00	Truck/Animal Control
37271	U S Cellular	$6,553.85	Cellular/Rentals/Co.Commissi
37272	Mon Power	$10.54	Electric Service/Summit Park
37276	WVCORP	$425.50	Insurance Deductible
County Clerk	The Water Shop	$25.00	Water/Cooler/Rental
County Clerk	Hart Office	$578.97	Toner Cartridge
	Total	$223,498.82	

6-A

Exonerations

EXHIBIT A

PP 187 Journeys End Bar & Lounge LLC Good Time Bar & Lounge

PP 188 Stowers Fire & Safety Equipment

PP 189 Wilkinson Amos, MD

PP187

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 J. Thomas** **Patsy Trecost II**

On the 04th day of January, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **JOURNEYS END BAR & LOUNGE LLC GOOD TIME BAR & LOUN** whose address is, 523 3RD ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **23639** on **EQUIPMENT AND INVENTORY**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2020**, resulting in a difference in assessed value of **23639**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2020**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error was assessed for the 2020 tax year, business closed June 2019. Cancel this ticket and mark improper for the 2020 tax year.

District: **03 - CLARK-CLARKSBURG**
Account No. **3070231**
Ticket No. **804003**
Tax Year **2020**

Amount Exonerated: $722.50

_____ PRESENT: _____

Prosecuting Attorney APPROVED: President, County Commission

(or)

_____

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

_____ _____

ATTEST: County ~~Clerk~~

ASSESSOR _____

PP 188

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 J. Thomas** **Patsy Trecost II**

On the 04th day of January, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **STOWERS FIRE & SAFETY EQUIPMENT** whose address is, 364 VICTORY LN WILLIAMSON, WV 25661, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2258** on **FURNITURE AND INVENTORY**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **2258**. 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 **2021**, 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 2021 tax year, business closed prior to July 2020. Cancel this ticket and mark improper for the 2021 tax year.

District: **07 - COAL-OUTSIDE**
Account No. **3061164**
Ticket No. **911000**
Tax Year **2021**

Amount Exonerated: $52.58

_____ PRESENT: _____
Prosecuting Attorney APPROVED: President, County Commission
(or)

_____
PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

_____ _____
ATTEST: County Clerk

ASSESSOR Joseph A Romano

PP 189

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 J. Thomas** **Patsy Trecost II**

On the 04th day of January, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WILKINSON AMOS MD** whose address is, PO BOX 238 BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **23402** on **EQUIPMENT** , Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **23402**. 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 **2021**, 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 2021 tax year, business closed February 2020. Cancel this ticket and mark improper for the 2021 tax year.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **2288857**
Ticket No. **925031**
Tax Year **2021**

Amount Exonerated: $712.73

_____ PRESENT:

Prosecuting Attorney

(or)

_____

PRESENT: Tax Commissioner

_____ _____

ATTEST: County Clerk APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR _____

7-A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (01/12/22)

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

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

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

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

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$2,953.33.**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$2,953.33.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$2,953.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **12th day of January, 2022**.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #910581	Dated 12/20/21	$2,953.33
		Total	**$2,953.33**

UMB

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

Invoice 910581

Invoice Date:	**December 20, 2021**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

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

Billing Period:	**November 1, 2021 through November 30, 2021**
Prior Balance:	$4,304.99
Payments Received as of December 17, 2021	$ 955.83
Adjustments	$ 0.00
Outstanding Balance:	$3,349.16
Current Billing Period:	
Current Period Fees	$2,953.33
Total Fees Due	$6,302.49

Remittance Stub
Billing Period 11/01/2021 - 11/30/2021

Account Number:	141961.1
Invoice Number:	910581
Remit Balance	$6,302.49

Payment Due Upon Receipt

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

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	910581
Attention	Fee Processing

UMB

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

Invoice 910581

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

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

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Administration Fees		1.00	495.00	495.00		
	Default Specialist		3.20	625.00	2,000.00		2,495.00
Volume Based Total:			**4.20**				**2,495.00**
Transaction Fees Total							**$2,495.00**

Account Total **$2,953.33**

UMB

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

Invoice 910581

Statement of Receivables

Reflects Only Those Payments Received And Applied As of December 17, 2021

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
899850	November 02, 2021	September 1, 2021 to September 30, 2021	1,330.83	45 days
907641	November 22, 2021	October 1, 2021 to October 31, 2021	2,018.33	25 days
	Total Balance Due		**3,349.16**	

9-A

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
January 10, 2022
5:00PM

AGENDA

1. Call meeting to order

2. Elect Officers

3. Reading of the Minutes and Approval of Check Signing Document

4. Manager's Report

5. Old Business
   A. Update from Engineer regarding water project

6. New Business
   A. Discuss Employees' available vacation & personal time at end of calendar year 2020 (if any over 40 hours)

6. Public Comments

7. Adjournment

THIS MEETING WILL BE HELD AT SUN VALLEY PUBLIC SERVICE DISTRICT'S OFFICE, LOCATED AT 18 SABLE CIRCLE, REYNOLDSVILLE, WV 26422

9-B

Sun Valley Public Service District
Regular Board Meeting

Tuesday
January 11, 2022
5:00PM

AGENDA

1. Call meeting to order

2. Elect Officers

3. Reading of the Minutes and Approval of Check Signing Document

4. Manager's Report

5. Old Business

6. New Business
   A. Review & Approve 14th Payment Request for Waterline Extension & Upgrade Project
   B. Discuss Employees' available vacation & personal time at end of calendar year 2021 (if any over 40 hours)
   C. Review, discuss and approve Bennett & Dobbins Engagement Letter for Accounting Work on proposed Sewer Project
   D. Open bids, review and select Project Administrator for proposed Sewer Project

6. Public Comments

7. Adjournment

10

215 S. Third Street, Suites 500 & 600
Clarksburg, WV 26301

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is dated as of December 22, 2021 (the "**Effective Date**"), by and between **OLYMBEC USA LLC**, a Delaware limited liability company ("**Landlord**"), and **HARRISON COUNTY COMMISSION**, a West Virginia, Harrison County government entity ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of December 2, 2015 (the "**Original Lease**"), regarding that certain premises containing approximately Five Thousand Fifty Two (5,052) square feet of Rentable Area on the 6th Floor in that certain building located at 215 South Third Street, Clarksburg, WV 26301 (the "**Building**"), known as Suite 600 (the "**Original Premises**");

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease Agreement, dated as of June 14, 2017 (the "**First Amendment**") whereby Tenant leased additional space in the Building, in Suite 500, containing approximately Four Thousand Nine Hundred Forty Six (4,946) square feet of Rentable Area (the "**Expansion Premises**"), making the total leased area 9,998 square feet of Rentable Area, as more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "**Premises**");

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement, dated as of November 13, 2018 (the "**Second Amendment**"; together with the Original Lease and First Amendment, collectively, the "**Current Lease**") whereby the Term was extended through December 31, 2021 (the "**Current Term**");

WHEREAS, Tenant has informed Landlord of its intent to extend the Current Term by an additional seven (7) months, subject expressly to the terms and conditions set forth in this Amendment; and

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and stipulations hereof, and other good and valuable consideration given by both Landlord and Tenant, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, agree and stipulate as follows:

1. Incorporation of Recitals. Each of the foregoing Recitals is hereby incorporated into the body of this Amendment by this reference.

2. Definitions. Initially capitalized terms used in this Amendment and not otherwise expressly defined herein shall have the respective meanings given to such terms in the Current Lease.

3. Extended Term. Landlord and Tenant agree to extend the Term commencing on January 1, 2022 (the "**Commencement Date**") and ending on July 31, 2022 (the "**Expiration**

Date"), unless otherwise sooner terminated in accordance with the provisions of this Lease (the "**Extended Term**").

4. Base Rent. Commencing on the Commencement Date and throughout the Extended Term, Tenant covenants and agrees to pay to Landlord, without deduction, diminution, set-off, and/or abatement, and in accordance with the terms and conditions of this Lease, Base Rent for the Premises in the following amounts:

Period	Monthly Installments of Base Rent
January 1, 2022 to December 31, 2022	$8,400.00

5. Condition of the Premises. TENANT ACKNOWLEDGES THAT (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS-IS, WHERE IS" CONDITION, (2) THE BUILDING AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES IS IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, OR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD, (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES, AND (6) THERE ARE NO LANDLORD IMPROVEMENTS OR WORK TO BE DONE.

6. Deposit/Security Deposit. There shall be no rent or additional Security Deposit required under this Amendment. The Security Deposit, currently held by Landlord in the amount of Eight Thousand Five Hundred Twenty-Five and 25/100 Dollars ($8,525.25), shall continue to be held by Landlord, in accordance with Article 7 of the Current Lease to secure Tenant's covenants and obligations with respect to Tenant's lease of the Premises.

7. Representations and Warranties. Tenant represents and warrants that as of the Effective Date: (i) the Current Lease is in full force and effect; (ii) Landlord is not in default under the Current Lease, and Tenant has no claims against Landlord; and (iii) Tenant has no defenses or offsets to the full and complete performance of its duties and obligations under the Current Lease and this Amendment.

8. Brokerage Fees. Tenant warrants and represents that is has not dealt with any real estate broker or agent in connection with this Amendment or its negotiation. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation by reason of any act of Tenant.

9. Ratification. As amended by this Amendment, the Current Lease is hereby ratified and reaffirmed by the parties.

10. Acceptance. The submission of this Amendment to Tenant for examination, negotiation or signature does not constitute an option for, or representation by, Landlord. This Amendment shall be effective if and when (and only if and when) it has been executed by both Landlord and Tenant.

11. Construction. The parties acknowledge that they have had the opportunity for their counsel to review this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments thereto.

12. Confidentiality. Landlord and Tenant represent and warrant that each shall keep confidential all financial terms of this Amendment (as opposed to the existence of this Amendment, which may be disclosed); provided, however, that both parties may disclose such confidential information to their respective attorneys and consultants and if and as may be required by applicable law, including without limitation federal and state securities laws.

13. Authority. Landlord and Tenant each hereby warrant and represent to the other that, as of the Effective Date, (a) the representing party has full power and authority to enter into this Amendment, (b) this instrument does not require the consent of any party claiming by, through, or under the representing party, and (c) all of the individuals executing this instrument on behalf of the representing party are duly authorized to do so.

14. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

15. Severability. If any provision of this Amendment shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby, to the extent permitted under applicable law.

16. Binding Effect. The provisions of this Amendment shall enure to the benefit of and bind the successors and assigns of the parties hereto.

17. Integrated Agreement. This Lease constitutes the entire agreement between the parties relating to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein, whether oral, written or otherwise. Save and except for the terms and conditions modified herein, all other terms and conditions of the Current Lease shall remain unmodified and in full force and effect and applied to the Premises.

[Signature page immediately follows]

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the Effective Date.

LANDLORD:
OLYMBEC USA LLC
a Delaware limited liability company

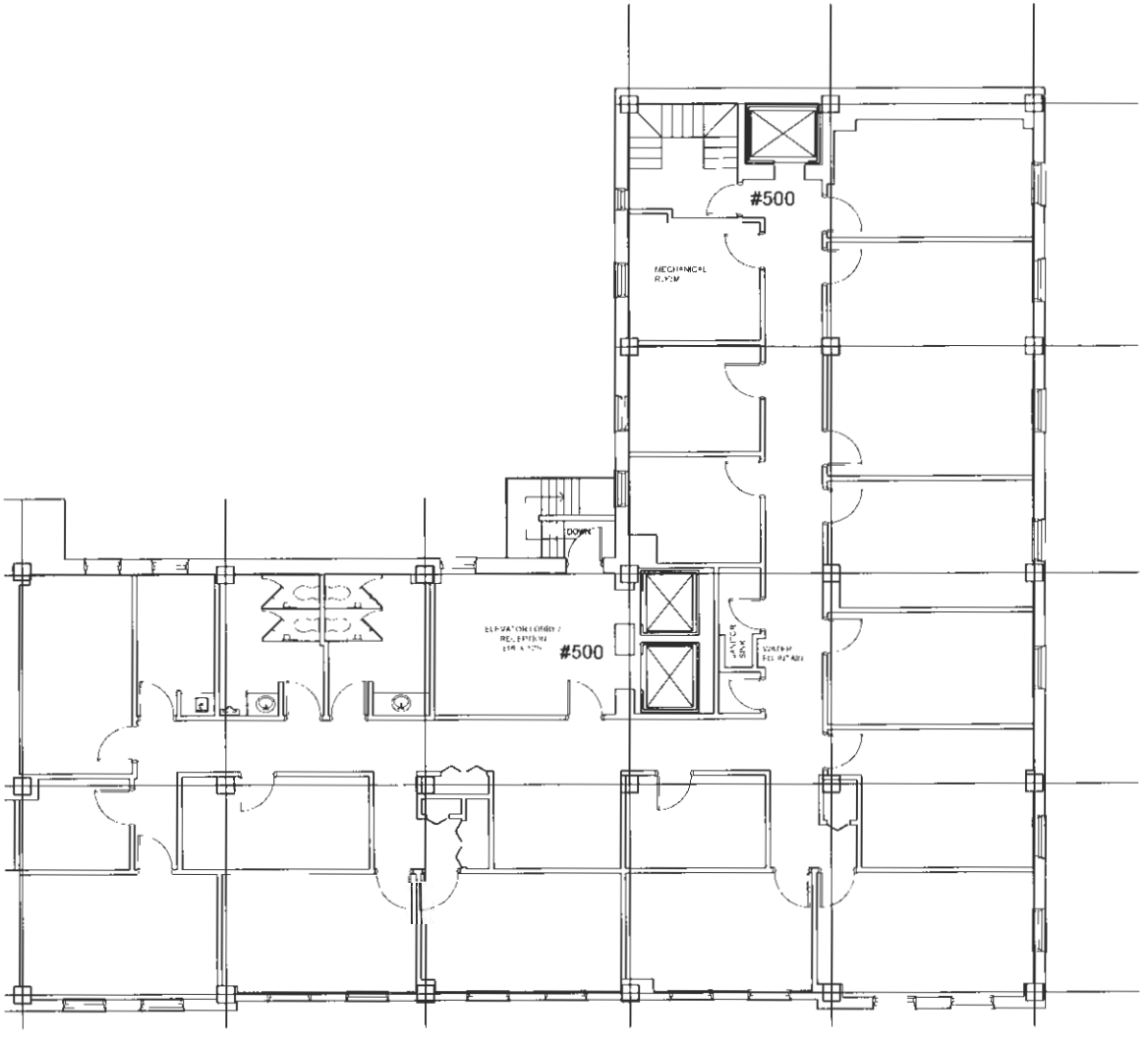
By: _____
Jason Berger
EVP Operations and General Counsel

TENANT:
HARRISON COUNTY COMMISSION,
a West Virginia, Harrison County government entity

By: _____

EXHIBIT "A"
FLOOR PLAN

[Attached]

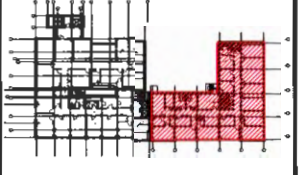


5TH FLOOR HOTEL 4,946 RSF

SCALE: 3/32"=1'-0" (11X17)

*Note That All Dimensions Are Approximate and subject to change without notice

Legend



no	revision	date

Title

5th Floor Plan HOTEL

Scale: N.T.S.

Drawn By:

Date: 04/24/2013

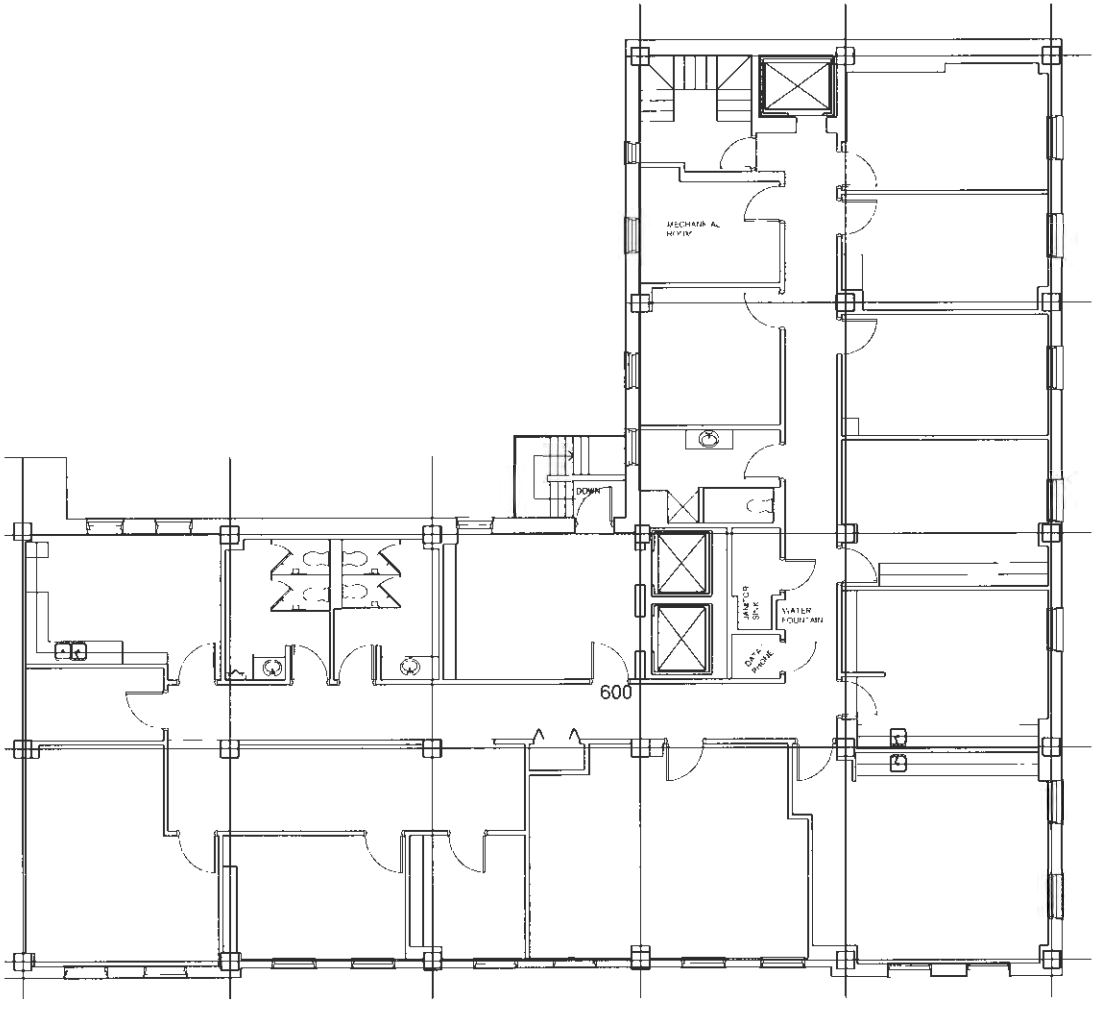
Project Name and Location

215 South Third St
West Virginia, US

Suite/Room #

OLYMBEC USA

115 South Third St
Clarksburg, WV 26301
Tel 1-888-OLYMBEC
WWW.OLYMBEC.COM

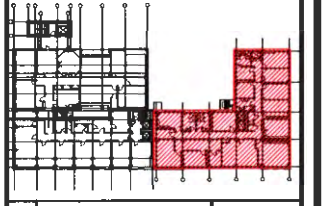


6TH FLOOR HOTEL 5,052 RSF

SCALE: 3/32"=1'-0" (11X17)

*Note That All Dimensions Are Approximate and subject to change without notice

Legend



no	issue	date

Title

6th Floor Plan HOTEL

Scale N.T.S

Drawn By

Date 04/24/2013

Project Name and Location

215 South Third St
West Virginia, US

Suite/Room #

Olympic USA
215 South Third St
Clarksburg, WV 26301
Tel 1-866-O-OLYMPIC
WWW.OLYMPIC.COM

11

Harrison County Commission Option A
Policy & Procedures

Subject:	**FOIA Requests**
Effective Date:	**01/12/2022**
Purpose:	**To establish policies & procedures for all FOIA requests and ensure compliance with state code.**
Responsibility:	**As assigned**

Purpose and Scope

To establish reasonable rules and regulations related to the submission of a request made pursuant to the West Virginia Freedom of Information Act and the processing of requests made pursuant to the W. Va. FOIA.

This Procedure applies to all units, departments, and divisions under the Harrison County Commission, except the Harrison County Sheriff's Office, Prosecutor's Office, Assessor's Office, Circuit Clerk, County Clerk's Office. Commission employees who at any time may receive W. Va. FOIA requests or who have access to potentially responsive materials.

Harrison County Sheriff's Office has their own set of policy and procedures for requested information.

Roles, Responsibilities, and Authorization:

It is the responsibility of all employees of the Harrison County Commission to accept all FOIA requests and submit immediately to the County Administrator.

It is the responsibility of Commission Office to review, respond and maintain compliance with all FOIA requests.

FOIA Request Policy

Submission

- All FOIA requests will be requested in writing and submitted by Mail, Fax, or Email, to the County Administrator.

Mail: Harrison County Commission
FOIA Request, Attn: County Administrator
301 West Main St
Clarksburg, WV 26301

Fax: 304-624-8673
Email: countyadministrator@harrisoncountywv.gov

- All requests should include requestors name, organization, mailing address, and email address when applicable.
- Requests should state clearly the information being requested.
- Requests should be able to be obtained with a reasonable amount of effort and utilization of Commission resources.
- Requests should contain specific parameters, subject matter, and pertain to existing documentation. Requests should not contain questions that requires answers or the creation of responsive documents.
- When possible, requests should identify the unit, department, division, or employee that the requestor has reason to believe maintains the responsive documents.
- All electronic requests will contain a scanned signature of the requestor.
- County Administrator or designee will timely respond to show receipt of FOIA Requests.
- County Administrator will forward any FOIA requests to the appropriate Department or Director to ensure accurate and timely information.
- All requests will be fulfilled if they are consistent with the West Virginia Freedom of Information Act, generally comply with the Harrison County Commission's policy, and Fees are paid. All requests will be fulfilled within 5 business days unless large data is requested, or the individuals who are needed to provide the information are not immediately available. The Harrison County Commission reserves the right to respond to show receipt, but that the Commission Office needs time to assemble information and shall inform the requestor of such extensions/that additional time is needed to process a request. Business days are defined as Monday through Friday 8:30am to 4:30pm, and do not include

Commission Holidays, Inclement Weather, Saturdays, or Sundays, or any day upon which the Commission Office is closed in part of whole.

- Requests will be concluded, and requestor will be notified that the FOIA request is at an end unless further clarification is needed. In addition, for requests requiring clarification, requests will be considered withdrawn and at an end if no response is received back by the specified deadline or within sixty (60) calendar days for responses with no set deadline.

- The Harrison County Commission Office will comply with applicable rules of Submission to the West Virginia Secretary of State following all FOIA requests.

Fees

- Requests will require a fee of .75 per page, each side, to be paid prior to information being released.

- Typically, all fees which are due shall be paid to the Harrison County Commission prior to the release of any responsive documents. If responsive documents are provided to a requestor in advance of payment, no future requests shall be processed until such payments are received.

- In the event that responsive documents are furnished to the requestor on electronic media (e.g., a flash drive), the requestor shall pay all costs of the media.

- In the event that it becomes necessary for the Commission Office to engage an outside third-party to provide the responsive document, the requestor shall pay all reasonable, associated costs.

- Reasonable postage fees may be charged when responsive documents or other electronic media are mailed or shipped to requestors.

- In the event that a fee or a requested deposit is not paid within fifteen (15) calendar days of the request, the request will be considered withdrawn and at an end. Moreover, the processing of a pending request shall be paused until such deposit is received.

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, December 29, 2021, through Tuesday, January 4, 2022

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, December 29, 2021, the following matters were disposed of in the presence of the Clerk:

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

MARY ELIZABETH DAVIS, who was named in the last will and testament of **LENA KELLEY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

BRIAN CROSS, who was named in the last will and testament of **RUTH ANN BLAIR**, 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, **CAROLYNE DAVIS** was appointed and qualified as ADMINISTRATRIX of the estate of **RICHARD LEE DAVIS**, deceased. No bond was required.

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

BETTE JO GIBSON, who was named in the last will and testament of **RONALD C GIBSON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **EMMAJEAN CARDER FRUSH**, deceased, late a resident of North Carolina, Cumberland, was admitted to record.

A duly certified copy of the last will and testament of **MARY E. HOLBERT YOST**, deceased, late a resident of Marion, West Virginia, was admitted to record.

A duly certified copy of the last will and testament of **WILLIAM GUY HOLBERT JR**, deceased, late a resident of Marion, West Virginia, was admitted to record.

A duly exemplified copy of the last will and testament of **SAUNDRA R ARTHUR**, deceased, late a resident of Ocean, New Jersey, was admitted to record.

On, Thursday, December 30, 2021, the following matters were disposed of in the presence of the Clerk:

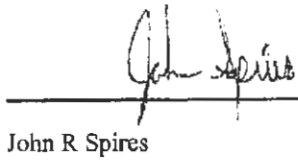
The last will and testament of **MARY JANE BALL**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DEENA MOTT, who was named in the last will and testament of **MARY JANE BALL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, January 4, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **MARY LOLA HARDMAN RYAN**, deceased was referred to **JAMES C TURNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOHN M PRUETT IV** was appointed and qualified as ADMINISTRATOR of the estate of **JOHN MASTIN PRUETT III**, deceased. No bond was required.



John R Spires
Clerk of the Harrison County Commission

Wednesday, January 12, 2022

Confirmed

C

Name of Organization/Applicant Treasured Memories Club, Inc.

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ 2000.00

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

Food, Supplies, Etc	$ 1622.85
Maintenance, Misc.	$ 443.86
	$
	$
	$ 2066.71

NAME OF PROJECT/EVENT: Pizza Sale - Pine Bluff

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

INCOME SOURCE:	Pizza Sales/Donations	$ 688.00
	Raffles - Fall + Christmas Baskets	$ 98.00
		$
	TOTAL	$ 786.00
EXPENSE ITEM:	Food, Supplies, Etc	$ 1622.85
	Maintenance, Misc	$ 443.86
	TOTAL	$ 2066.71

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

Harrison County Commission	$ 2000.00
	$
	$
	$
TOTAL	$ 2000.00

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Applicant Harry A. Hollett (club Treasurer) Date 5 Jan, 2022

PINE BLUFF TREASURED MEMORIES CLUB, INC.

P. O. Box 379

Shinnston, WV 26431

Harrison County Commission

301 West Main Street

Clarksburg, WV 26301

To Harrison County Commission,

We apologize for the delay in filing this report. The Pizza Sale was held as scheduled on November 5 and 6, 2021, with carry out only. In the interim there has been a lot of illness, deaths, and extenuating circumstances.

Due to Covid and economic conditions, community response was not as good as we had anticipated and hoped. However, the event will help us keep the club and building viable for the betterment of the community.

We rented a handicap accessible Port-a-John from M&M Septic Pumping as building access was restricted to workers only due to covid concerns and guidelines.

We, the Pine Bluff Treasured Memories Club, Inc, appreciate the ongoing support of the Harrison County Commission.

Thank you,

Harry A. Holbert 5 Jan, 2022

Harry A. Holbert, Treasurer


THANK YOU
HARRISON
COUNTY
COMMISSION
FOR YOUR
SUPPORT



Pine Bluff News

By Pat Matheny

Don't forget, the Pine Bluff Treasured Memories Club is having a pizza sale next month. They will be taking orders until the last of October. The baked or unbaked pizzas are priced at $7 each or two for $12. The pizzas can be picked up at the community building Friday and Saturday, Nov. 5th and Nov 6.th, from 11 am to 6 pm. To order, call President Julia Martin at 681-443-1122 or contact one of the members.



Pine Bluff News

The Pine Bluff Treasured Memories Club members would like to thank everyone that was a part of the club's pizza sale for all their hard work and commitment. Also, they would like to thank everyone that supported them by buying pizzas and the county commission for their help with the funding.

TREASURED MEMORIES PIZZA SALE
Pick up Nov 5 & 6 between 11 & 6
Orders Only
1 $7.00 2 $12.00 Curbside pick up only

Name _____

Phone_____

Pick up _____Friday _____Saturday

Time ___11-1 ___1-3 ____3-4 ____4-6

_____ #Sauce and Cheese only

_____ #Sauce, Cheese, and Pepperoni

_____Baked _____Unbaked

Amount Due _____

Sold by_____



Sauce & Cheese OR Pepperoni, Sauce, & Cheese

November 5-6, 2021

11-6

Curbside Pickup

1-$7.00 2-$12.00

Call 304-592-0488 or 304-592-3428

LEADERSHIP HARRISON
Connect Here

HARRISON CHAMBER
Connect Here

Certificate of Completion

Presented To

Patsy Trecost, III

For the completion of the Twenty-fourth Class of Leadership Harrison,
a program of the Harrison County Chamber of Commerce.
Presented this 24th day of August, 2021

Adam Dyer, 2021 Chairman of the Board
Harrison County Chamber of Commerce

Kylea Radcliff, Chair
Leadership Harrison