Wednesday, March 16, 2022

# 10:00 A.M.

The Harrison County Courthouse will be opened with limited seating at the County Commission meeting. 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. --- Funding Request --- Derek Hotsinpiller Fallen Stars 5K --- Hanna Francis

NEW BUSINESS – Action Items for Consideration or Approval:

1. Public Comment Period
2. Consent Agenda
3. Payroll Change Notices
   - A. Diana Caton – Milliman --- New Hire ---Effective 03-17-2022 -- Circuit Clerk
   - B. Kirstie Lanier --- Resignation --- Effective 03-09-2022 --- 911
   - C. Camille Peyatt --- Step Increase --- Completed Dispatcher Training --- 911
   - D. Bryan Lowther --- FMLA without Pay --- 911
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
   - B. Corrective Tickets --- See Exhibit B
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 A & 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.32 --- $22,216.85
     1. Civil & Environmental Consulting --- $8,116.85
     2. WV Contracting, LLC --- $14,100.
   - B. Requisition for Payment No. 32 --- Genesis Partners, Limited Partnership $1,110.84
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 Proposal from Clarksburg Park Board
10. Review – Discuss – Consider Information Presented from City of Salem
11. Review - Discuss - Consider Allocating Funds to Clarksburg Water Board, East View PSD, City of Salem, Hepzibah PSD
12. Review – Discuss – Consider Proposed Order for Antero's Tax Assessment for 2021 Tax Year
13. Review – Discuss – Consider Changing Presley Ridge Road to Kappa Sigma Pi Drive
14. Review – Discuss – Consider Agreement between Harrison County Commission and Meadowbrook Mall for Early Voting
15. Review – Discuss - Consider Execution of Resolution Verifying Discovery Responses in Opiate Litigation
16. Review – Discuss – Consider Hiring Four (4) Part Time Maintenance Workers for Summer Help
17. Review – Discuss – Consider Reappointing Tom Durrett to CENTRA Board
18. Review – Discuss – Consider Request to Travel & Attend Advanced ACO/HLEO Certification Course April 4-8, 2022 Belington, WV --- Animal Control
    - Tara Hodge - $772.32
    - Whitney Newlon - $772.32
    - Brenda Vernon - $772.32
19. Administrator's Report
20. 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. Review – Discuss - Consider Monthly Minutes/Financial Information from Various Boards, Committees and Public Service Districts:
    1. Sun Valley PSD --- Meeting Minutes 02-15-2022
    2. Sun Valley PSD --- Financials 02-28-2022
    3. Short Line PSD --- Meeting Minutes 12-02-2021
    4. Short Line PSD --- Financials 01-2022
    5. Enlarged Hepzibah PSD ---Agenda 03-14-2022

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

10:05 AM
03-16-2022

# HARRISON COUNTY COMMISSION
# SPECIAL FUNDING REQUEST

*Thank you for the opportunity to support your project. Please complete this application and return it to the Harrison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.com; Questions: 304-624-8500 Funding is derived from the State of West Virginia/Video Lottery Funding.*

Date of Request: February 16, 2022

Organization Name: Derek Hotsinpiller Fallen Stars 5K

Name & Title of Requestor: Hannah Francis - DHFS5K Sponsorship Committee Chairman

Mailing Address of Organization and Responsible Person:
The Hotsinpiller Scholarship Fund, Inc. (In care of 5K), PO Box 392, Bridgeport, WV 26330
If approved, this is where the check will be sent

Telephone. Fax: E-mail: pamhotsinpiller@aol.com

FEIN# 27-5428788 Is your organization an IRS 5OI(c) 3 not-for-profit?
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 11,697.55 (in 2021)

Dollar Amount REQUESTED - Grant: $ 3,000.00 Loan: $

Was project funded previously by HCC? YES NO If so, when 2021 how much: $ 3,000.00

Have you previously received funds from the Harrison County Commission: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2021 ;how much: $ 3,000.00
When: 2020 ;how much: $ 3,000.00

**Purpose of request** (one sentence): DHFS 5K Race

If for a fair/festival/event, give dates and location: Date: June 11, 2022 Location: Bridgeport City Park

Describe the proposed activities with dollar amounts to be funded by this request:

contribute to run setup, pay for race timing system, purchase water and gatorade if donations are not enough, pay for race day t-shirts and any other race day overhead so most of the race registration money can be put directly into the scholarship foundation

Are your financial statements audited by an outside accounting firm? ● Y ○ N
If Yes, by whom: Jen Fleming, CPA - Genesis Partners, LP

Do you plan to recognize the Harrison County Commission's contribution? If
Yes, how? Yes - Harrison County Commission on the t-shirt sleeve, digital signs/yard signs/web & social media acknowledgment

**HARRISON COUNTY COMMISSION** **SPECIAL FUNDING REQUEST**

(Name of Applicant) Derek Hotsinpiller Fallen Stars 5K 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) Derek Hotsinpiller Fallen Stars 5K, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Derek Hotsinpiller Fallen Stars 5K 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) Derek Hotsinpiller Fallen Stars 5K 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** Hannah Francis **Date** February 16, 2022

---

**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: _____

_____

Approval Signature Date

3-A

# PAYROLL CHANGE NOTICE

| DATE OF CHANGE | EMPLOYEE # | SOCIAL SECURITY NO |
|---|---|---|
| 03/17/2022 | | \| \| \|-\| \| \|-\| \| \| \| \| |

| NAME | ADDRESS |
|---|---|
| DEANA CATON-MILLMAN | |

| PHONE | CITY/STATE/ZIP | DEPARTMENT | SHIFT |
|---|---|---|---|
| | | CIRCUIT CLERK | |

## 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 _____

☑ OTHER (Explain) NEW HIRE DEPUTY CLERK STARTING 3-17-22 AT PAY SCALE 4-1 TO REPLACE A DEPUTY CLERK WHO RESIGNED

## AUTHORIZATION:

| | |
|---|---|
| EMPLOYEE SIGNATURE | DATE |
| SUPERVISOR SIGNATURE Allen F. Mauro | DATE 03/07/2022 |
| HUMAN RESOURCES MANAGER Laura Pyle | DATE 3/10/2022 |

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Amsterdam

3-43

# PAYROLL CHANGE NOTICE

| DATE OF CHANGE | EMPLOYEE # | SOCIAL SECURITY NO | |
|---|---|---|---|
| 3/9/2022 | | | |
| NAME Kirstie Lanier | | ADDRESS | |
| PHONE | CITY/STATE/ZIP | DEPARTMENT 911 | 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
- ☐ 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) Resigned Effective 3/9/2022

## AUTHORIZATION:

| EMPLOYEE SIGNATURE | DATE |
|---|---|
| SUPERVISOR SIGNATURE [signature] | DATE 3/9/2022 |
| HUMAN RESOURCES MANAGER [signature] | DATE 3/9/2022 |

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3-C.

# PAYROLL CHANGE NOTICE

| DATE OF CHANGE | EMPLOYEE # | SOCIAL SECURITY NO |
|---|---|---|
| 3/25/2022 | | \| \| \|-\| \| \|-\| \| \| \| |
| NAME Camille Pruitt | ADDRESS | |
| PHONE | CITY/STATE/ZIP | DEPARTMENT 911 / SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes | FROM | TO |
|---|---|---|
| ☐ DEPARTMENT | | |
| ☐ JOB | | |
| ☐ SHIFT | | |
| ☒ RATE | PG 3-1 $31,095 | PG 4-1 $32,727 |
| ☐ 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) Completed E911 Dispatcher Training

## AUTHORIZATION:

| | |
|---|---|
| EMPLOYEE SIGNATURE | DATE |
| SUPERVISOR SIGNATURE | DATE 3/9/2022 |
| HUMAN RESOURCES MANAGER | DATE 3/9/2022 |

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3-D

# PAYROLL CHANGE NOTICE

| DATE OF CHANGE | EMPLOYEE # | SOCIAL SECURITY NO |
|---|---|---|
| 3/9/2022 | | \| \| \|-\| \| \|-\| \| \| \| \| |
| NAME Bryan Lowther | | ADDRESS |
| PHONE | CITY/STATE/ZIP | DEPARTMENT 94 / 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
- ☐ 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) _____

72 Hours SAVE w/o pay FMLA

## AUTHORIZATION:

| | |
|---|---|
| EMPLOYEE SIGNATURE | DATE |
| SUPERVISOR SIGNATURE | DATE 3/9/2022 |
| HUMAN RESOURCES MANAGER | DATE 3/11/2022 |

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March 16 , 2022

5-A

| Date of Meeting | March 16, 2022 | | |
|---|---|---|---|
| Work Order Number | Vendor Name | Amount of Invoice-Quote | Description |
| 38032 | Canon Financial Services | $218.01 | Copier Rental/Home Confin. |
| 38033 | Hart Office Solutions | $195.32 | Copier Rental/Comm.Correc |
| 38034 | BestNotes | $412.00 | Monthly EMR Subscription |
| 38088 | Clarksburg Blue Print | $125.00 | Floor Plan of Park & Rec. Comp |
| 38089 | Sandy's True Value | $37.99 | Paint Supplies/Activity Room |
| 38090 | Marsh Lumber | $9.57 | Maintenance Supplies |
| 38092 | MCM Business Systems | $381.80 | Copier Rental/Pros.Atty |
| 38094 | West Virginia Paging | $80.19 | Pagers/Magistrates |
| 38095 | WVCoRP | $43,664.25 | Worker's Compensation/3rd Quarter |
| 38096 | WV Regional Jail & Correctional Facility Authority | $140,504.00 | Inmate Housing/February 2022 |
| 38097 | HR Specialist | $199.00 | 1 YR. Subscription/Commission |
| 38099 | Business Management Daily | $179.00 | 1YR. Subscription/Commission |
| 38100 | SolarWinds | $2,700.00 | Dameware Remote Anywhere |
| 38101 | Suddenlink | $157.87 | Internet Service/Law Enforce. |
| 38102 | Robins Perfect Fit | $8.00 | Alterations for/ Dep. Kerby |
| 38104 | Liberty Distributors, Inc. | $4,688.97 | Restock Supplies/Cage |
| 38105 | R.D. Wilson | $161.33 | Restock Supplies/Cage |
| 38108 | Brenda Hinkle | $201.24 | Mental Health Services |
| 38109 | Software System Inc. | $1,878.00 | Level 2 & 3 Maintenance |
| 38110 | Summit Park VFD | $15,966.91 | Reimbursement for Invoice |
| 38111 | Dominion Energy WV | $482.44 | Service / 911 Center |
| 38112 | Fed EX | $34.23 | Postage/ Grants |
| 38113 | Mon Power | $23.47 | Service / Spelter Park |
| 38114 | Sandy's True Value | $18.77 | Carper Cleaning Sol.&Batteries |
| 38116 | Stationers | $1,782.58 | Black Toner&40 CS.Copy Paper |
| 38117 | Anytime Fitness | $256.00 | Wellness for Jan.&Feb. 2022 |
| 38118 | Tractor Supply | $288.45 | Supplies /Animal Control |
| 38119 | Harrison Rural Electric | $3,410.17 | Service/911/Lost Creek |
| 38120 | Intuit Inc. | $144.45 | Yearly Subscription/Comm.Corr |
| 38125 | Trapuzzano's Uniforms | $99.49 | Uniform Shirt/ Baldwin |
| 38126 | Rady & Deem | $476.50 | Dry Cleaning/Deputies |
| 38127 | Rady & Deem | $57.00 | Dry Cleaning/Deputies |
| 38129 | Benny's Boot Hill | $152.91 | Safety Toe Shoes/Waybright |
| 38132 | Unifirst Corporation | $61.05 | Carpet Runner Rental/911 |
| 38134 | Advantage Technology | $16,376.79 | WatchGuard Basic Renewal |
| 38136 | Hartland Planning Mill | $40.47 | Supplies/609 W. Main St. |
| 38137 | West Virginia Paging | $7.00 | Pager/Law Enforcement |
| 38139 | Hart Office Solutions | $1,497.96 | Toner / Sheriff's Office |
| 38140 | Harrison County Emergency Squad | $9,000.00 | Radio's/Law Enforcement |
| 38141 | APCO International | $30.00 | Recertification/J.Cophenhaver |
| 38146 | Hart Office Solutions | $817.29 | Toner/ 911 |
| 38147 | SHI | $15.00 | Dport Adapter |
| 38149 | James Richard | $26.45 | Reimbursement |

March 16 , 2022

| | | | |
|---|---|---|---|
| 38151 | APCO International | $30.00 | Recertification/J.Cophenhaver |
| 38152 | Dell | $3,824.64 | Computers / Sheriff's Dept. |
| 38153 | Waste Management | $173.89 | Waste Collection/911 |
| 38154 | Frontier | $1,617.83 | Voice/Data Circuit Usage/911 |
| 38155 | Frontier | $345.72 | Voice/Data Circuit Usage/911 |
| 38156 | Frontier | $68.92 | Data Path Access/911 |
| 38157 | Frontier | $210.00 | Internet Service/ 911 |
| 38158 | William House Jr. | $257.31 | Reimbursement/Out of State Witness |
| 38159 | Evonne Renee Eades | $1,552.15 | Multi. Transicripts for Case |
| 38165 | APCO International | $30.00 | Recertification/ N. McDaniel |
| 38166 | APCO International | $60.00 | Recertification/H. Mick |
| 38168 | P.Rasmussin,M.Payton,C.Spears,J.Pierce,R.Vance | $93.36 | Mileage Reimbursement/911 |
| 38173 | Ace Aggregates | $752.00 | Stone /Rail Trail |
| 38175 | Clarksburg Water Board | $92.76 | Service / Park & Rec. Complex |
| 38176 | Clarksburg Water Board | $1,739.52 | Service / Various Locations |
| 38177 | Sandy's True Value | $72.27 | Supplies/Park & Rec. |
| 38178 | Fisher Auto Parts | $202.21 | Automobile Parts/Garage |
| 38179 | Marsh Lumber | $10.99 | Supplies/Park & Rec. |
| 38180 | George L. Wilson | $56.00 | Maintenance Supplies |
| 38181 | Doug Comer | $226.75 | Travel Reimbursement |
| 38182 | Hart Office Solutions | $574.37 | Copier Rental /County Clerk |
| 38183 | Frontier | $5,204.77 | Service / 911 Center |
| 38184 | Harrison County Bank | $34,405.48 | Airport Property Payment |
| 38185 | Kay Casto & Chaney | $1,709.41 | Antero Tax Appeals/18,19,21 |
| 38186 | Lowe's Home Center | $77.85 | Maintenance Supplies |
| 38187 | Lowe's Home Center | $87.22 | Maintenance Supplies |
| 38188 | Mon Power | $178.37 | Service/Fire Fighters Training |
| 38189 | Mon Power | $11.63 | Service/ Spelter Park |
| 38190 | Robertson Heation Supply | $1,945.35 | Culverts North Rail Trail |
| 38191 | Steptoe & Johnson | $1,622.50 | Professional Services/TIF |
| 38192 | The Exponent Telegram | $106.49 | Legal Ad/ Commission |
| 38193 | The Arc of Harrison County | $380.00 | Cleaning of Plaza |
| 38194 | Thomas Reuters | $483.47 | Online Software/Courthouse |
| 38195 | Unifirst Corporation | $501.96 | Carper Runner Rental/Maint. |
| 38196 | U S Cellular | $5,499.93 | Data,Voice, Tablets,Modems |
| 38197 | WAMSB Buckhannon Hose Committee | $4,000.00 | Special Funding Request |
| 38198 | Harrison County YMCA | $64.00 | February Wellness 2022 |
| 38205 | Sheriff of Harrison County - Transfer to Fin.Stabilzation | $730,000.00 | Partial Reimbursement/E911 |
| 38206 | General Fund | $730,000.00 | Transfer from Stabilzation Fund to Gen. |
| | | | |
| | | | |
| WVU Extension | Amazon / Walmart .com | $35.63 | Office Supplies |
| | | | |
| | | | |
| | Total | $1,775,171.67 | |

6-A
Exhibit A

# Exonerations

# EXHIBIT A

RE 145 Bryan R. & Virginia M. Davis

Re 146 John W. Hickman

RE 147 John W. Hickman

RE 148 Meeks Astar Aday Cutright

RE 149 Robin A. Rush

RE 150 Robin A. Rush

RE 151 Jeffery Aaron Swiger

PP 204 Hyundai Lease Titling Trust Attn. Property Tax

PP 205 Harold J. & Donna J. Oldaker

PP 206 Ryan L. & Emily R. Oldaker

RE145

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS BRYAN R & VIRGINIA M** whose address is, PO BOX 33 OCEANA, WV 24870, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **31560** on **1 TRACT 5.11 AC CUNNINGHAM RUN** , Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **11560**, Class **2** in and for the year **2021**, resulting in a difference in assessed value of **20000**. 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 property was owner occupied on July 1, 2020 so Class 2 & Homestead Exemption applies for the 2021 tax year. Exonerate a value of 25780 at as Class 3 rate of levy to correct the overcharge.

District: **09 - EAGLE-OUTSIDE**
Account No. **6197956**
Ticket No. **30193**
Tax Year **2021**

Amount Exonerated: $ 600.36

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

K6146

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **HICKMAN JOHN W** whose address is, PO BOX 266 WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **90120** on **1.44 AC WEST FORK** , Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **65520**, Class **3/4** in and for the year **2020**, resulting in a difference in assessed value of **24600**. 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 dwelling had sketch that showed codes in reverse in error. Exonerate a value of 24600 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **6929778**
Ticket No. **40015**
Tax Year **2020**

Amount Exonerated: $ 567.37

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE 147

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **HICKMAN JOHN W** whose address is, PO BOX 266 WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **90120** on **1.44 AC WEST FORK** , Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **65580**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **24540**. 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 dwelling had sketch that showed codes in reverse in error. Exonerate a value of 24540 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **6929778**
Ticket No. **40097**
Tax Year **2021**

Amount Exonerated: $ 571.49

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR
Joseph A Romano

RE 148

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MEEKS ASTAR ADAY CUTRIGHT** whose address is, %LEVI & TINA ELZA*22 413 SIMPSON AVE CLARKSBURG WV 26301-4014, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **25380** on **1 LOT 150 STEALEY HTS** , Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **8940**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **16440**. 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 dwelling should have been listed as a salvage dwelling due to the condition of the dwelling. Exonerate a value of 16440 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **6036498**
Ticket No. **8268**
Tax Year **2021**

Amount Exonerated: $ 506.15

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Romano

RE149

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **RUSH ROBIN A** whose address is, 111 KRAMER DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **45180** on **1 LOT 18 RYAN ADD** , Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **45180**, Class **2** in and for the year **2020**, resulting in a difference in assessed value of **0**. 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 owner occupied & has been since address was changed June 2019, therefore Class 2 applies. Exonerate a value of 22590 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **6011317**
Ticket No. **9419**
Tax Year **2020**

Amount Exonerated: $ 690.44

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE 150

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **RUSH ROBIN A** whose address is, 111 KRAMER DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **45660** on **1 LOT 18 RYAN ADD** , Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **45660**, Class **2** in and for the year **2021**, resulting in a difference in assessed value of **0**. 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 property is owner occupied & has been since address was changed June 2019, therefore Class 2 applies. Exonerate a value of 22830 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **6011317**
Ticket No. **9309**
Tax Year **2021**

Amount Exonerated: $ 702.89

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph R. Demus

RE151

# EXONERATIONS

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SWIGER JEFFERY AARON** whose address is, 67 JACK RUN RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **82560** on **4.40 AC JACK RUN** , Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **82560**, Class **2** in and for the year **2021**, resulting in a difference in assessed value of **0**. 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 property was owner occupied on July 1, 2020 was erroneously left as a Class 3 when in fact Class 2 applied. Exonerate a value of 41280 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6414374**
Ticket No. **23795**
Tax Year **2021**

Amount Exonerated: $ 961.33

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP 204

# 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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **HYUNDAI LEASE TITLING TRUST ATTN PROPERTY TAX** whose address is, PO BOX 4747 OAK BROOK, IL 60522, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **197401** on **2019 KIA SORENTO**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **187336**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **10065**. 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 reported the 2019 Kia Sorento in error, the vehicle was gone prior to July 1, 2020. Exonerate a value of 10065 at a class 4 rate of levy to correct the overcharge. Please remove the 19 Kia Sore 10065 (5XYPGDA37KG535415) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**
Account No. **3051297**
Ticket No. **903754**
Tax Year **2021**

Amount Exonerated: $309.88

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP 205

# 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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **OLDAKER HAROLD J & DONNA J** whose address is, 675 CUSTER ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **16290** on **VEHICLES**, 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 **2021**, resulting in a difference in assessed value of **16290**. 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 on incorrect vehicles for the 2021 tax year, assessed correctly on supplement #300001005-S. Cancel this ticket and mark improper for the 2021 tax year.

District: **03 - CLARK-CLARKSBURG**
Account No. **2129235**
Ticket No. **904532**
Tax Year **2021**

Amount Exonerated: $501.54

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph C. Romeo

PP206

# 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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **OLDAKER RYAN L & EMILY R** whose address is, 235 CHICKEN FARM RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **8310** on **2017 Dodge Caravan**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1620**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **6690**. 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 reported the 2017 Dodge, the correct vehicle should be the 2015 Dodge reported on supplement # 700000526-S. Exonerate a value of 6690 at a class 3 rate of levy to correct the overcharge. Please remove the 17 Dodg Gran (6690) from the vehicle description.

District: **07 - COAL-OUTSIDE**
Account No. **3053602**
Ticket No. **910623**
Tax Year **2021**

Amount Exonerated: $155.80

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

Joseph A. Romano

6-B
See Exhibit B

# Corrective Tickets

# EXHIBIT B

RE 51 Robin Rush

RE 52 Energy Plaza Partners, LLC

RE 53 Energy Plaza Partners, LLC

RE 51

# CORRECTIVE TICKET

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **RUSH ROBIN** whose address is, 111 KRAMER DR CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17940** on **1 LOT 'C' S-D LOT #119-120-121 BLOCK D GLEN ELK #2**, Class **2** 3/4 in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **17940**, in and for the year **2021**. 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 taes so assessed in and for the year **2021**, as described below, be so ordered.

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

The above mentioned property should have been assessed at Class 4 when the address was changed by taxpayer in June 2019. Create ticket of a value of 17940 (L=3360 B=14580) to properly assess and allow discount/half year payments as afforded all taxpayers.

District **08 - COAL-CLARKSBURG**
Account No. **6106983**
Ticket No. **27510**
Tax Year **2021**

Amount Exonerated: **$276.16**
Corrected Ticket Amount: **$ 552.33**
TIF: **#4**

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

Joseph R Romano

RE 52

# CORRECTIVE TICKET

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ENERGY PLAZA PARTNERS LLC** whose address is, PO BOX 1046 BRIDGEPORT, WV 26330-1046, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **1.998 AC PEDDLARS RUN** , Class 3/4 in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **214620**, in and for the year **2021**. 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 taes so assessed in and for the year **2021**, as described below, be so ordered.

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

Cancelled ticket #55057 erroneously assessed in District 16 when should have been District 15. Create a ticket value of (L=75600 B=139020) 214,620 at a Class 3 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers.

District **15 - SIMPSON-OUTSIDE**
Account No. **6549997**
Ticket No.
Tax Year **2021**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 4998.07**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE53

# CORRECTIVE TICKET

**STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

**Real Estate**

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 16th day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ENERGY PLAZA PARTNERS LLC** whose address is, PO BOX 1046 BRIDGEPORT, WV 26330-1046, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **18.73 AC PEDDLARS RUN**, Class 3/4 in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **396420**, in and for the year **2021**. 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 taes so assessed in and for the year **2021**, as described below, be so ordered.

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

Cancelled ticket #55056 erroneously assessed in District 16 when should have been District 15. Create a ticket value of (L=225420 B=171000) 396,420 at a Class 3 rate of levy to property assess and allow discount/half year payments as afforded all taxpayers.

District **15 - SIMPSON-OUTSIDE**
Account No. **6514685**
Ticket No.
Tax Year **2021**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 9231.82**
TIF: #

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph R Romano

7-A (1+2)

**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. 32**

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 $22,216.85. 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) $22,216.85 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 16th day of March, 2022.

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: $22,216.85

(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 | | | $ 22,216.85 | |

**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**
**Application 32**

| Vendor | Invoice Number | Invoice Date | Description of Expense | Amount | Address | Account Number |
|---|---|---|---|---|---|---|
| Civil & Environmental Conslutants, Inc. | 311881 | 2/18/2022 | Engineering & Design Services/ Construction Oversight | 8,116.85 | PO Box 644246 Pittsburgh, PA 15264-4246 | 165-037 |
| WV Contracting LLC | 1002 | 1/27/2022 | Labor, truck & fuel | 460.00 | 2315 Murphys Run Road | |
| | 1003 | 2/17/2022 | Installation and materials | 8,760.00 | Bridgeport, WV 26330 | |
| | 1004 | 2/18/2022 | Installation and materials | 4,880.00 | | |
| | | | **TOTAL** | **22,216.85** | | |

**Invoice**

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

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

February 18, 2022
Project No: 165-037
Invoice No: 311881

Project 165-037 Charles Pointe Development

**email: stuartrf@genesis-partners.com**

**Professional Services through January 29, 2022**

Task 0003 Roadway Design

**Professional Fees**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Project Manager III | | | | |
| Haws, Christopher | .50 | 141.29 | 70.65 | |
| Project Manager I | | | | |
| Darnell, Andrew | .75 | 152.12 | 114.09 | |
| | 1.25 | | 184.74 | |
| | | | | **184.74** |
| | | **Total this Task** | | **$184.74** |

Task 0010 Construction Management

**Professional Fees**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal | | | | |
| Cain, Steve | 7.00 | 200.00 | 1,400.00 | |
| Project Manager III | | | | |
| Haws, Christopher | 22.50 | 141.29 | 3,179.03 | |
| Project Manager I | | | | |
| Gardner, Lucas | 1.50 | 134.50 | 201.75 | |
| Staff Consultant | | | | |
| Friel, Seth | .50 | 94.25 | 47.13 | |
| Neehouse, Jared | 1.50 | 96.00 | 144.00 | |
| Senior CADD Technician | | | | |
| Losh, Joshua | 16.00 | 98.60 | 1,577.60 | |
| Administrative Assistant | | | | |
| Jacobs, Sydney | .25 | 61.99 | 15.50 | |
| | 49.25 | | 6,565.01 | |
| | | | | **6,565.01** |

**Unit Billing**

| | | | | |
|---|---|---|---|---|
| CADD | 16.75 Hours @ 10.00 | | 167.50 | |
| **Total Units** | | **1.0 times** | **167.50** | **167.50** |
| | | **Total this Task** | | **$6,732.51** |

| Project | 165-037 | Charles Pointe Development | Invoice | 311881 |
|---|---|---|---|---|

Task 0026 Topography/Photogrammetry

**Professional Fees**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Project Manager I | | | | |
| Tennant, Andrew | 1.50 | 105.00 | 157.50 | |
| Survey Technician IV | | | | |
| Harker, Jonathan | 10.00 | 104.21 | 1,042.10 | |
| | 11.50 | | 1,199.60 | |
| | | | | **1,199.60** |
| | | **Total this Task** | | **$1,199.60** |
| | | **Amount Due This Invoice** | | **$8,116.85** |

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

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

**WV Contracting LLC**
2315 Murphys Run Rd
Bridgeport, WV 26330 US
wvcontractingllc@yahoo.com

# INVOICE

BILL TO
**Genesis Partners**
P.O .Box 1000
Bridgeport W.V.. 26330

| | |
|---|---|
| INVOICE | 1002 |
| DATE | 01/27/2022 |
| TERMS | Net 30 |
| DUE DATE | 02/26/2022 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | Hours | Labor | 6 | 60.00 | 360.00 |
| | Services | truck & fuel | 1 | 100.00 | 100.00 |

| | |
|---|---|
| SUBTOTAL | 460.00 |
| TAX | 0.00 |
| TOTAL | 460.00 |
| BALANCE DUE | **$460.00** |

Signals (Temp. @ entrance) - Charles Pointe Crossing

RFS 3/7/22

**WV Contracting LLC**
2315 Murphys Run Rd
Bridgeport, WV 26330 US
wvcontractingllc@yahoo.com

# INVOICE

BILL TO
**Genesis Partners**

| | |
|---|---|
| INVOICE | 1003 |
| DATE | 02/17/2022 |
| TERMS | Net 30 |
| DUE DATE | 03/19/2022 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 02/14/2022 | Services | Anchor Bolts,Nuts,Washers | 100 | 7.00 | 700.00 |
| | Services | Epoxy | 10 | 36.00 | 360.00 |
| | Services | cut existing anchors for light poles install new anchors W/ Epoxy | 35 | 200.00 | 7,000.00 |
| | Services | install light poles | 35 | 20.00 | 700.00 |

| | |
|---|---|
| SUBTOTAL | 8,760.00 |
| TAX | 0.00 |
| TOTAL | 8,760.00 |
| BALANCE DUE | **$8,760.00** |

Pay invoice

STREETLIGHTS INSTALLATION - CHARLES POINTE CROSSING

RFS 3/7/22

**WV Contracting LLC**
2315 Murphys Run Rd
Bridgeport, WV 26330 US
wvcontractingllc@yahoo.com

# INVOICE

BILL TO
Genesis Partners
P.O. Box 1000
Bridgeport W.V. 26330

| | |
|---|---|
| INVOICE | 1004 |
| DATE | 02/18/2022 |
| TERMS | Net 30 |
| DUE DATE | 03/20/2022 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 02/14/2022 | Services | Inlet anchoring | 28 | 150.00 | 4,200.00 |
| | Services | Labor | 8 | 50.00 | 400.00 |
| | Services | epoxy\anchoring | 8 | 35.00 | 280.00 |

| | |
|---|---|
| SUBTOTAL | 4,880.00 |
| TAX | 0.00 |
| TOTAL | 4,880.00 |
| BALANCE DUE | **$4,880.00** |

STORMWATER ENHANCEMENTS - CHARLES POINTE CROSSING

RFS 3/7/22

7-B

**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. 32**

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 $1,110.84 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.

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 **16th day of March, 2022.**

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: $1,110.84

(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 | March 8, 2022* | $1,110.84 |
| 2. | | | | |
| 3. | | | | |
| TOTAL | | | | $ 1,110.84 |

*Invoice submitted for services provided during the period of Requisition #32 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 # |
|---|---|
| 3/7/2022 | 32 |

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

| P.O. No. | Terms | Project |
|---|---|---|
| | Net 30 | |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| | RFP #32 $22,216.85 Series 2019 A Bond Project Fund - 5% | 1,110.84 | 1,110.84 |
| | | **Total** | $1,110.84 |

13

## Laura Pysz

**From:** Charlotte Shaffer
**Sent:** Tuesday, March 1, 2022 1:49 PM
**To:** Laura Pysz
**Subject:** I remembered the last thing
**Attachments:** KSP ROAD LETTERS.pdf

Pressley Ridge would like to change their road name to Kappa Sigma Pi Drive. There are two other residents on this road. I have letters from them saying that they do not care if the name is changed. Do you want to put this on the agenda or do you just want to give blessing on it and go forward. Paul is fine with this as well.

Charlotte

14

**IN-LINE LICENSE AGREEMENT**

New or Existing Licensee. Existing — Date Prepared 02/23/2022

License Agreement No. 22-BMM-132 — Agent BMM

**GRANTOR:** Meadowbrook Mall Company, an Ohio limited partnership (MB Federal I.D. #34-1302712), having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446

**SHOPPING CENTER:** **Meadowbrook Mall, City of Bridgeport, County of Harrison, State of West Virginia**

**LICENSEE:** Harrison County Commission, a Constitutional Entity
DBA: "**HARRISON COUNTY COMMISSION**"

Licensee Contact Information:
Name: John Spires — Telephone Number: 304-624-8672
Address: 301 W. Main Street — E-mail: jspires@harrisoncountywv.gov
Clarksburg, West Virginia 26301 — ☐ Guaranty Attached

**PREMISES:** Total square feet: 1,499.50 — Dimensions: ' IRREGULAR '
**Unit No.: 420** as shown on Exhibit A attached hereto

**TERM:** 20 Days
Commencing the earlier of 04/21/2022, or the date Licensee opens for business ("Commencement Date")
Expiring on 05/10/2022 ("Expiration Date")

**SECURITY DEPOSIT:** $0.00 per Term

**MINIMUM RENT:** $0.00 per Term payable as follows:

| From | | To | Amount | Date Due |
|---|---|---|---|---|
| Commencement Date | - | 05/10/2022 | $0.00 | Not Applicable |

**PERCENTAGE RENT:** Intentionally Deleted.

**ADDITIONAL CHARGES:** **The following Additional Charges are due and payable on or before the Commencement Date, except where noted:**

| | | | | |
|---|---|---|---|---|
| Marketing Fund | | per Term | → | Not Applicable |
| B & O Tax | $3.01 | per Term | → | per Addendum, due with return of Agreement(s) |
| Trash Removal | | per Term | → | Not Applicable, subject to periodic adjustments by Grantor in its sole opinion |
| Utilities | $365.00 | per Term | $365.00 | Metered to Grantor, due with return of Agreement(s) |

**USE:** Licensee shall use the Premises for the sole purpose of the first-class operation of a Harrison County polling location allowing County residents the option to exercise early voting, and for no other purpose. On site campaigning and politicking is prohibited on mall property. The unit will be permitted to open as early as 8:00 AM and will not be required to remain open for normal mall hours. Licensee will be conducting early voting from 04/27/2022 – 05/07/2022.
☐ Trade Fixture Agreement Attached

**ADDENDUM TO IN-LINE LICENSE AGREEMENT**

1. Grantor hereby grants to Licensee a license to occupy and use, subject to the stated terms and conditions, a portion of the Shopping Center identified as the Premises, containing the approximate square footage of floor area as specified and more precisely shown on Exhibit A, or such other space of similar dimensions as shall be mutually agreed upon by the parties.
2. Licensee shall occupy and use the Premises solely for the Use set forth in this License Agreement, commencing on the Commencement Date and ending on the Expiration Date, unless sooner terminated as herein provided.
3. Grantor shall have the right to terminate the License Agreement at any time, in its absolute discretion, by giving Licensee 15 days' advance notice. Grantor has the right, in Grantor's sole discretion, upon not less than 15 days' prior written notice, to relocate Licensee, at Licensee's expense, to a substitute premises in the Shopping Center. Absent a separate agreement to the contrary, except for the location of the Premises, all terms, covenants, and conditions of the License Agreement will remain in effect.
4. Licensee accepts the Premises in "As Is" condition and unless provided by Grantor, shall construct and place, at its own expense, only those improvements, if any, as specified, the plans and specifications for which shall be in accordance with all applicable codes and shall be subject to the prior written approval of Grantor. Licensee shall erect its sign(s) as set forth in Exhibit B attached hereto and made a part hereof. Licensee shall not deviate from the approved plans and specifications. Actual placement and installation of the improvements shall be subject to final approval by Grantor and shall be completed during the hours approved in advance by Grantor. All leasehold improvements shall become the absolute property of Grantor upon installation by Licensee. Licensee shall patch any holes upon and refinish and restore the sign fascia prior to erecting and removing its exterior sign thereon.
5. From the Commencement Date, or the date Licensee takes possession of the Premises (whichever is sooner), Licensee shall pay for (i) all charges for utility services now or hereafter furnished to or benefitting the Premises including, but not limited to, heat, water, electricity and telephone, (ii) all sprinkler, smoke and fire alarm, fire safety, and protection systems monitoring, testing and operating charges, sewer rental, sanitary sewage treatment, stormwater system charges, irrigation fees and the like, (iii) all taxes levied or other charges on such utilities, (iv) any governmental or utility company charges based on utility consumption, utility availability, standby utility capacity or potential utility use, utility administration fees; utility debt service charges, and (v) any charges for late payment or non-payment of utilities, including, but not limited to, late fees, collection fees, penalties, interest, attorneys' fees, cost of court proceedings, expenses related to any lien against the Premises or the Shopping Center arising due to non-payment or late payment of utilities, and all expenses of any utility collection lawsuits. If any such utilities are not separately metered or assessed or are only partly separately metered or assessed, Licensee will pay to Grantor a prorated sum based upon the gross area of the Premises per month for utilities not separately metered or assessed, in addition to Licensee's payments of the separately metered charges. If the Commencement Date of this Licensee Agreement is not the first day of a calendar month, said sum shall be prorated based upon a 30-day month. In the event Licensee fails to pay when due any utility amounts payable to Grantor or to any utility provider, and to the extent Grantor (a) supplies or rebills any utilities, and/or (b) has an obligation or agreement with the utility provider to discontinue services for nonpayment or to grant the utility provider the right to discontinue services for nonpayment, Grantor may discontinue service (including discontinuing any and all utilities related to the unpaid service), in addition to treating such failure to pay as a default of this License Agreement. In no event shall Grantor be liable for the quality, quantity, failure or interruption of such services to the Premises. Licensee at its sole cost and expense, shall arrange with the appropriate utility company to have all utility services rendered or furnished to the Premises, which Licensee requires or which is necessary to operate in conjunction with the Use of the Premises, to be placed in its name. If any utility services remain in Grantor's name, Licensee shall pay Grantor for such utility services, during its occupancy in the Premises, plus pay to Grantor a reasonable administrative fee. All costs and expenses for such utility services including, but not limited to, deposits, hook-up fees and sprinkler charges, shall be payable by Licensee. If used, Licensee shall be responsible to keep and maintain all utility units, fixtures and meters serving the Premises in good order, condition and repair.
6. Upon execution of this License Agreement, Licensee shall pay to Grantor the Security Deposit which will be held by Grantor, without interest, as security for Licensee's faithful performance of all terms, covenants and conditions of this License Agreement. The Security Deposit may be returned in full to Licensee at the end of the Term, provided Licensee (i) complies with all terms, covenants and conditions of this License Agreement; (ii) reports Gross Sales and pays Percentage Rent, if any; and (iii) submits a written request for the return of the Security Deposit within 60 days after the Expiration Date of this License Agreement. If Licensee fails to comply with all of the foregoing, the Security Deposit may be deemed forfeited (in whole or in part) and Grantor may retain the same.
7. On or before the specified dates, Licensee shall pay to Grantor, without notice or demand, the Minimum Rent, Percentage Rent and any and all Additional Charges. It is the intention of the parties hereto that Grantor shall receive the rents and other charges required to be paid to Grantor by Licensee on an absolutely net basis and that Licensee shall pay all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises or any improvements thereon or to the occupancy therein created by this License Agreement, which costs, expenses and obligations may arise or become due during the Term. Therefore, Licensee alone shall timely pay, without demand, any and all licenses, taxes and fees including, but not limited to, licenses, taxes and permit fees which may be assessed against either Grantor or Licensee because of the Use or occupancy of the Premises by Licensee (including, but not limited to, privilege tax and business and occupation taxes), the rent paid by Licensee to Grantor, or otherwise attributable to the relationship between Grantor and Licensee. Any amount to be paid by Licensee to Grantor, exclusive of Minimum Rent, shall be deemed to be additional rent and subject to all provisions herein. Any monthly payment due for a period less than a full calendar month shall be paid in advance in an amount equal to 1/30th of the monthly payment multiplied by the number of days in the period. Any annual payment due for a period less than a full calendar year shall be paid in advance in an amount equal to 1/360th of the annual payment multiplied by the number of days in the period. All payments required under this License Agreement are to be delivered to Grantor at P. O. Box 932400, Cleveland, OH 44193, or to such other address as Grantor may designate by written notice, on or before the due date in legal tender and lawful money of the United States, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Grantor, in its sole discretion, may, but shall not be required to, accept payment(s) by Licensee at the Shopping Center, and any payment(s) made by Licensee at the Shopping Center will include an additional amount equal to $30.00 for Grantor to process any such payment(s). Any payment tendered as full satisfaction, such as "payment in full" or the like, shall be delivered to Grantor, in its name, at 5577 Youngstown-Warren Road, Niles, Ohio 44446, Attention: Credit and Collections Manager. Licensee agrees that acceptance by Grantor of any payment containing such language shall not preclude Grantor from collecting the full amount rightfully owed to it under the terms of the License Agreement. No other form of payment will be accepted by Grantor. The form of payment should be drawn in the proper name of Grantor. Payments are deemed delivered when actually received by Grantor. Within 30 days after Grantor's request, Licensee shall submit to Grantor its local sales tax revenue account number issued by the local sales tax authority or its successor(s).
8. Licensee shall provide to Grantor on or before the fifteenth day following each monthly period during the Term hereof, a statement of Gross Sales for said monthly period. Licensee must submit the statement of Gross Sales to salesreports@cafarocompany.com (or any other e-mail address Grantor provides to Licensee). Commencing with the month in which the aggregate Gross Sales for the Term of this License Agreement shall first exceed the Breakpoint set forth, Licensee shall pay to Grantor Percentage Rent concurrently with the submission by Licensee of the statement of Gross Sales. Such statement must be certified either by a certified public accountant employed by Licensee or by an officer of Licensee of the Gross Sales and shall tender therewith the balance of Percentage Rent due under this License Agreement.

   "Gross Sales" means the dollar aggregate of the entire amount of the price for all products, inventory, merchandise, gift cards, gift certificates, coupons and services sold, exchanged, accepted, received, or performed at, in, on, about or from the Premises by Licensee, subtenants, licensees, consignors, or concessionaires, whether for cash, charge, electronic payment, virtual payment, on credit or on a time basis (without reserve or deduction for inability or failure to collect).

In the event the fixed Minimum Rent is reduced or abated for any reason, then the Breakpoint will likewise be proportionately reduced. In the event Gross Sales do not exceed the Breakpoint for the required payment term, or Licensee fails to submit any required statement of Gross Sales, then Grantor may, upon 15 days' notice to Licensee, cancel this License Agreement. In the event Licensee fails to open for business in accordance with the License Agreement, or ceases to operate its business in the Premises for any reason, then the Gross Sales will equal the amount of Gross Sales actually made in, on or from the Premises during the term, multiplied by a fraction having as its numerator the number of days in the term and having as its denominator the number of days during the term that Licensee was actually open for business in the Premises in compliance with this License Agreement.

If Licensee fails to submit to Grantor any statement of Gross Sales, then Licensee must pay to Grantor a $150.00 fee for each reporting period failure. If there are two or more audits conducted during the License Agreement term which reveal an understatement of Gross Sales, then Grantor has the right to terminate the License Agreement upon notice to Licensee.

Licensee covenants and agrees to keep upon the Premises or at its principal office, books and records in accordance with generally accepted accounting principles, in which shall be recorded Gross Sales. Such books and records shall include, but shall not be limited to: daily cash register tapes (Z's) and/or summary tapes, sales slips, daily sales reports, sales journals (monthly sales summaries), bank statements and deposit slips, cash disbursements journal (check registers), cash receipts journals (sales reports), general ledgers, financial statements and supporting documents, and receipts, documents, calendars, and journals which contain information related to revenues and purchases (including cancelled checks), explanations of accounts and all federal, state and local tax returns and all government filings of Licensee relating to Licensee's sales. Such books and records shall be open to the inspection of Grantor and Grantor's authorized agents at all reasonable times during business hours at any time during the Term of this License Agreement and for a period of at least three years after the expiration, earlier termination, or cancellation of this License Agreement. If Grantor shall make an audit of Licensee's records and any such audit shows that the amount of Gross Sales on Licensee's statement was understated by more than $500.00 for any calendar year, or by more than 1/365 of $500.00 multiplied by the number of days for any period less than a calendar year, then Licensee (in addition to paying the Percentage Rent due for such understatement) shall pay to Grantor the cost of the audit. In the event Licensee fails to submit the written statement of Gross Sales, or the certified statement of Gross Sales, in a form reasonably acceptable to Grantor as provided for herein and Grantor audits Licensee's books and records, then Licensee shall pay to Grantor the cost of the audit.

9. If Licensee fails to pay, when the same is due and payable, any amount or charge to be paid to Grantor by Licensee as provided in this License Agreement, such unpaid amounts will bear interest from the due date thereof to the date of payment at the rate of 18% per annum. In the event such rate is prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law.

10. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage and waste in accordance with regulations established by Grantor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of trash, rubbish, refuse, garbage or waste materials, in, on or about any part of the Shopping Center. If Grantor bills Licensee directly for the services of the designated trash hauler, Licensee shall remit payment to Grantor within ten days after Grantor's billing. Such trash billing is subject to periodic adjustments by Grantor, in Grantor's sole opinion. If Licensee's permitted Use allows Licensee to prepare food, then Licensee shall dispose of all waste (including, but not limited to, all fats, oil and grease) in accordance with regulations established by Grantor and use and pay for the services of the designated fat, oil and grease disposal service for the Shopping Center.

11. If Licensee shall at any time be in default in the payment of rent or other sums or in the performance of any of the other covenants, terms, conditions or provisions of this License Agreement, or if Licensee shall have failed to observe or perform any terms, conditions or covenants of this License Agreement, and the number of such defaults (despite any cure thereof), whether reoccurring, similar, related, or completely unrelated, totals two or more, then Grantor may, in addition to any and all rights and remedies afforded by this License Agreement or the applicable law, terminate this License Agreement, or, without terminating this License Agreement, re-enter the Premises, with or without summary legal proceedings, and in either event may, with or without legal proceedings, dispossess Licensee and remove all persons and property from the Premises without being deemed a trespasser. In the event of such re-entry, Grantor may, but need not, obtain another licensee for the Premises and apply the rent therefrom first to the payment of Grantor's expenses incurred by reason of Licensee's default, including attorneys' fees, and expenses of obtaining such other licensee and then to the payment of rent and all other sums due from Licensee hereunder during the remaining Term, Licensee remaining liable for any deficiency and not being entitled to any surplus. In any event, Grantor shall have the right to accelerate the rental payments to be made by Licensee in the future. Grantor's rights, whether granted herein or elsewhere, in the event of default by Licensee shall be cumulative (including the recovery of fees of counsel, agents and others retained by Grantor, incurred in connection with any default by Licensee) and the exercise of one or more rights by Grantor shall not be to the exclusion of the exercise of any other rights at the same or a later time. Grantor and Licensee hereby agree, because of the uncertainty, difficulty or impossibility of determining Grantor's damages for loss of Licensee's anticipated addition to the tenant mix and attraction of customer traffic visits, loss of Percentage Rent anticipated from Licensee or other occupants of the Shopping Center, or other intangible or unforeseeable injury which may result should Licensee (i) fail to take possession of or open for business in the Premises within ten days after the Commencement Date of the License Agreement; or (ii) cease operating Licensee's business in the Premises ten or more days prior to the Expiration Date of the License Agreement (except where the Premises are rendered untenantable by reason of fire, casualty or other causes beyond Licensee's control not resulting from negligent acts or omissions of Licensee or its employees, agents, contractors, licensees, or invitees); or (iii) fail or refuse to maintain the business hours, days or nights or any part thereof as provided in this License Agreement; or (iv) fail to maintain in the Premises a substantial stock of merchandise and a sufficient number of employees for the purpose of selling said merchandise; then, in any of such events (hereinafter "failure to do business"), Grantor, at its option, shall have the right to: (A) collect not only the fixed Minimum Rent and other rentals set forth in the License Agreement, but also to collect an additional sum of $100.00 per day for each day Licensee's failure to do business continues; said additional sum shall be deemed to be liquidated damages for such period and shall further be considered additional rent and subject to all of the provisions of this License Agreement as to default in the payment of rent; and/or (B) to treat such failure to do business as a default. Notwithstanding the foregoing, Grantor has no duty to attempt to mitigate any damages resulting from Licensee's failure to observe or perform any of the terms, covenants and conditions of this License Agreement or to give priority to the reletting of the Premises over other space in the Shopping Center.

Licensee covenants, without cost to Grantor, to pay any and all contractors, subcontractors, materialmen and laborers for all work performed and material supplied at or on behalf of the Premises. Licensee further covenants that no such person or entity shall file a lien of any kind against the Premises, the Shopping Center, or any part thereof or interest therein. If a lien is filed by any such person or entity, Licensee shall discharge said lien within five days after written request by Grantor. Grantor is hereby granted the right by Licensee, but not the obligation, to bond against or otherwise discharge any such lien. Licensee promptly shall reimburse Grantor for any and all of Grantor's costs and expenses including, without limitation, court costs and attorneys' fees in connection with Licensee's foregoing obligations including interest thereon at the rate of 18% per annum. In the event such rate is prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law. This is a License Agreement of real property in a shopping center within the meaning of Subsection 365(b)(3) of the Bankruptcy Code, 11 USC Section 101, et. seq. (Bankruptcy Code).

12. Grantor and Licensee shall and do hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this License Agreement. In the event Grantor commences any summary proceedings for possession of the Premises or any action for nonpayment of rent or breach by Licensee of any of its obligations pursuant to this License Agreement, Licensee hereby waives and shall not

interpose any defense of improper venue or lack of personal jurisdiction in any such proceeding or action. Licensee agrees that any claim, cause of action or lawsuit shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio, or Trumbull County Common Pleas Court, Trumbull County, Ohio, and that Ohio law shall govern such dispute.

13. Grantor shall have access to the Premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the Premises, at the cost of Licensee, that Grantor may deem in its absolute discretion necessary for safety or preservation; provided, however, Grantor shall not have any obligation to make any alterations or repairs to the Premises.

14. Upon the mutual execution of this License Agreement, Licensee shall, at its own expense, obtain and thereafter continuously keep in force during the entire Term all risk property damage insurance in an amount adequate to cover the cost of replacement of all improvements, fixtures, equipment, decorations, contents and personal property in the Premises, without incurring the effect of co-insurance, and commercial general liability insurance on an occurrence basis with a minimum general aggregate limit of $2,000,000.00, and minimum limits of liability in the amount of $1,000,000.00 per occurrence for bodily injury, personal injury or death of any person or damage to property arising directly or indirectly out of Licensee's Use of the Premises, including (i) an accident occurring in, on, or about the Premises, (ii) the sale of any goods or services by Licensee, its employees, servants, or agents; (iii) the consumption or existence on the Shopping Center of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or invitees. Such insurance shall name Grantor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against Grantor in the event of any loss. Licensee shall deliver to Grantor, at least ten days prior to the time such insurance is first required to be carried and thereafter if such insurance expires during the Term and at any time within ten days of Grantor's written demand, a certificate of the policy or policies procured by Licensee in compliance with this obligation. Said insurance shall have an endorsement that shall state that: (1) such insurance may not be canceled or amended with respect to Grantor or its designees, except after 30 days' written notice sent by certified mail to Grantor and its designees by Licensee; and (2) Licensee shall be solely responsible for payment of premiums for such insurance. The minimum insurance limits referred to above will not be construed to indicate adequacy or sufficiency of insurance required for Licensee's purposes and will not be used to define Licensee's liability for personal injuries or property damage or Licensee's responsibility to repair, restore or replace as otherwise required by this License Agreement. So long as the policies described herein are required to be in effect, Licensee shall have no right of recovery against Grantor for any loss or damage described in this Clause. Should the Premises be damaged or destroyed by fire or other casualty, Licensee shall promptly repair and restore the improvements immediately after Grantor restores the Premises, if at all. Grantor is under no duty to restore the Premises, but may do so at its option. Except to the extent specifically provided for in this License Agreement, none of Licensee's obligations under any provisions of this License Agreement shall be affected by any damage to or destruction of the Premises by any cause whatsoever, and Licensee hereby specifically waives any and all additional rights it might otherwise have under any law or statute. Licensee's obligation to defend, indemnify, and hold harmless will not be limited in any way by the amount or type of insurance carried by Licensee.

15. In addition to securing the insurance as provided for in this License Agreement, Licensee will defend, indemnify and save harmless, Grantor, Grantor's affiliates, successors, or assigns, and all of their respective shareholders, directors, officers, owners (legal or beneficial), members, managers, partners, employees, representatives and agents from and against any and all claims, demands, and suits at law or in equity (whether well founded or not) in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required to be obtained or arising directly or indirectly out of the business conducted in, on or about the Premises, or arising directly or indirectly from any act or omission of Licensee, its servants, employees, agents, or contractors, and from and against any and all costs and expenses, including court costs and attorneys' fees, and liability incurred in connection with any claim, demand or proceeding brought thereon. Licensee waives the immunity and other protections it may have under worker's compensation or employer's liability laws of any state, including statutory and constitutional immunity from suits arising out of employment, to the extent they would bar Grantor from obtaining indemnification from Licensee pursuant to this Clause. Grantor shall have the right, but not the duty, to control and direct such defense of Grantor and to otherwise participate in all respects in any arbitration, trial, appeal or settlement negotiations and agreements. Licensee shall give Grantor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity as soon as Licensee obtains notice or knowledge thereof and shall give Grantor like notice of each and every related further development. The comprehensive general liability coverage to be maintained by Licensee shall specifically insure Licensee's contractual obligations to defend, indemnify, and save harmless Grantor.

16. There are and will be rules and regulations governing activities in the Shopping Center, and Licensee shall accept and observe the rules and regulations, as same may be amended and promulgated from time to time by Grantor.

17. Grantor shall not be responsible or liable to Licensee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space in the Shopping Center. Grantor shall not be responsible for any loss which results from theft, vandalism or other damage including, but not limited to, damage caused by roof leaks, water, gas, fire, or from sewage pipes, plumbing fixtures or electric wires, to or from the Premises or any part thereof or any personal property located therein. Licensee, at its own expense, shall clean said Premises daily or more often as circumstances may require and shall at all times keep and maintain the Premises and the area around same in a safe, neat, healthful and clean condition.

Grantor covenants and agrees to keep and maintain, at its own cost and expense, the roof, the plumbing, sewage, and utility lines serving the Premises but located beyond the exterior walls of the Premises (except for removal of blockages or maintenance precipitated by Licensee, its assignees, employees, agents, invitees, licensees, or contractors), and the structural system of the Premises, reasonable wear and tear excepted; provided, however, nothing contained herein shall obligate Grantor to keep, maintain, or repair any item described as being Licensee's obligation in the following paragraph. Except as expressly provided in this paragraph, Grantor shall not be responsible to keep, maintain, or repair any of the improvements in, beneath, above, or upon the Premises.

Licensee covenants and agrees to keep and maintain, at its own cost and expense, in good order, condition, and repair (except to the extent Grantor unqualifiedly undertakes the obligation to maintain the structural system and the roof pursuant to the preceding paragraph), the Premises and every part thereof, and, without limitation, the following, even if considered a structural portion of the Premises: storefront; doors and frames, hardware, checks, and operators therefor; windows, window frames, window assemblies, and plate glass; the canopy fascia, parapet or soffit wall, or mall storefront sign bulkhead where the sign panel is located (if any); damage caused by any act or negligence of Licensee, its employees, agents, invitees, licensees, or contractors; structural or exterior portions (i) not originally constructed by Grantor, (ii) abutting an open sidewalk area or an enclosed mall, or (iii) altered by Licensee; refuse storage or disposal equipment; exterior building appurtenances such as loading docks and ramps therefor; exterior mounted equipment and signs; exterior lights, canopies, or similar exterior architectural features; utility meters; fixtures; heating, air-conditioning, mechanical, plumbing, sewage, electrical, and utility lines, systems, and equipment within, above, or beneath the Premises, including the curbing, flashing, pitch box (if any) and roof membrane appurtenant to, surrounding, or part of such lines, systems, and equipment, or any utility system component or device (wherever situated) from and including the meter to the Premises; interior walls, floor slabs, ceilings, mezzanines (if any), signs and building appliances and similar equipment; and any portions of the roof and other areas of the Premises or the Shopping Center which have been constructed, improved, or altered by Licensee. Licensee further agrees to replace any of said improvements, fixtures, or equipment when appropriate, at its own cost and expense. Licensee also further agrees to participate in any reasonable sanitary sewer cleaning programs that may be established by Grantor for all or substantially all other stores and businesses in the Shopping Center, at its own cost and expense. Licensee shall make repairs and perform maintenance as required in this paragraph when appropriate throughout the Term, including repairs necessitated by normal wear and tear. Licensee agrees that the duties and obligations set forth in this Clause are separate and distinct from and in addition to those contained in Clause 20.

Licensee shall promptly comply with all present and future laws, regulations or rules of any county, state, federal and other governmental authority and any bureau and department thereof (including, but not limited to, the Americans with Disabilities Act and any local or state laws governing

accessibility, as well as the rules and regulations adopted thereunder, including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines), and of the National Fire Protection Association or any other body exercising similar function which may be applicable to the Premises.

If Grantor makes or completes any repairs or changes that are the obligation of Licensee, Licensee shall pay the costs thereof to Grantor upon demand, together with the sum equal to 15% of said costs for overhead and an additional sum equal to 10% of said amount for profit, all due and payable within ten days after billing from Grantor to Licensee.

Grantor shall not be liable for the quality, quantity, failure or interruption of any utility services to the Premises. If Licensee's Premises is connected to a sanitary sewer line, Licensee agrees to participate in any reasonable sanitary sewer cleaning programs that may be established by Grantor for all or substantially all other stores and businesses in the Shopping Center, at its own expense.

18. Licensee shall not use, suffer or permit any use of the Premises for any purpose other than the Use or in any manner that would be unprofessional or would violate any law, ordinance, rule or regulation (whether public or private) or constitute a hazard or nuisance. Licensee shall maintain the same hours of business operation as the majority of tenants in the Shopping Center, and shall maintain in its Premises a substantial stock of merchandise and a sufficient number of employees to sell said merchandise. In no event shall Licensee remain in its Premises and/or the Shopping Center in excess of one-half hour subsequent to the closing time of the Shopping Center, nor shall Licensee open for business before 9:00 a.m. Mondays through Saturdays and 11:00 a.m. on Sundays. Licensee shall take no action which will interfere with the business of Grantor, tenants, licensees or other occupants of the Shopping Center or with the rights and privileges of any customer or other person lawfully in and upon the Shopping Center, or cause an impairment or reduction of the goodwill of the Shopping Center.

19. If the Premises is damaged or destroyed by fire or other casualty or all or any part thereof is taken by condemnation or eminent domain, either party may cancel this License Agreement upon written notice to the other party.

20. Upon the Expiration Date or other termination of this License Agreement, Licensee shall deliver up and surrender to Grantor possession of the Premises in as good condition and repair as, if not better than, the same shall be in as of the Commencement Date of this License Agreement, ordinary wear and tear excepted. Licensee agrees that the duties set forth in this Clause are separate and distinct from and in addition to Licensee's maintenance and repair obligations.

21. Upon the Expiration Date or other termination of this License Agreement, Licensee may remove all Licensee's personal property which can be removed without costly injury to, or undue defacement of Premises provided all rents and other sums stipulated in this License Agreement are first paid in full and Licensee is not otherwise in default hereunder, and further provided that any and all damage to the Premises and the Shopping Center resulting from or caused by such removal shall be promptly repaired by Licensee at its own expense. Any items not removed by Licensee within 15 days after the Expiration Date or other termination shall, at the option of Grantor, and without notice to Licensee, become the property of Grantor. Licensee grants to Grantor and acknowledges Grantor shall have a security interest in and lien upon all personal property placed in, on or about the Premises to secure Licensee's payment of all rent and other sums payable by Licensee under this License Agreement until all such rent and other sums are fully and finally paid. Licensee agrees to execute all documents and otherwise cooperate with Grantor to perfect Grantor's security interest and lien, as in Grantor's opinion may be necessary.

22. If Licensee shall remain in occupancy of any or all of the Premises after the Expiration Date or any extension thereof, then Grantor, at its option, may (a) remove the personal property of Licensee at its expense and shall incur no liability for any loss or damage to any personal property; and/or (b) treat such failure to vacate as a holding over and charge Licensee rent at 200% of the greatest amount set forth in this License Agreement for rent and charges; and/or (c) treat such failure to vacate as a default of this License Agreement.

23. The relationship between the parties hereto is that of licensor and licensee and nothing contained herein shall be construed to create a relationship between the parties of landlord and tenant, or of partners, joint venturers, or any associations which would make either party responsible for the debts of the other except to the extent specifically provided to the contrary herein. Licensee hereby represents, warrants and covenants that (i) Licensee is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Licensee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations, warranties and/or covenants.

24. Licensee does not and shall not claim any interest or estate of any kind in the Premises by virtue of this License Agreement or its occupancy or Use under this License Agreement.

25. Any notice or other communication which any party may desire or be required to give to any other party shall be in writing and shall be sent by registered or certified mail to the other party, return receipt requested, to the address specified on page one, or to such other address as any party shall designate to the other by like notice. Notice of change of address shall be given promptly by written notice in any method described in this Clause. Licensee's legal notice address shall not be a post office box but shall always be a "street mailing address". Licensee's legal notice address shall not be the address of the Premises. Said notice or other communication shall be deemed given when same is deposited in an official United States Post Office, postage prepaid. Grantor may also notify Licensee by commercial courier service, facsimile or personal delivery and notice of this type shall be deemed to be received upon the earlier of (i) personal delivery, or (ii) in the case of digital facsimile, when sent. Any notice to be given to Grantor shall be sent to the attention of the Legal Department. If at any time the word "Licensee" shall include more than one person or entity, the obligations of all such persons or entities shall be joint and several, and any notice required or permitted by the terms of this License Agreement may be given by or to any one of them and shall have the same force and effect as if given by or to all of them.

26. This License Agreement shall be binding upon and inure to the benefit of, and be enforceable by or against the heirs, representatives, successors, and assigns of the parties hereto.

27. The rights granted to Licensee pursuant to this License Agreement are personal and Licensee shall not be permitted to assign this License Agreement without the prior written consent of Grantor, which consent may be withheld in the sole discretion of Grantor. A change in control of the ownership of Licensee shall be considered an assignment, and is thus prohibited.

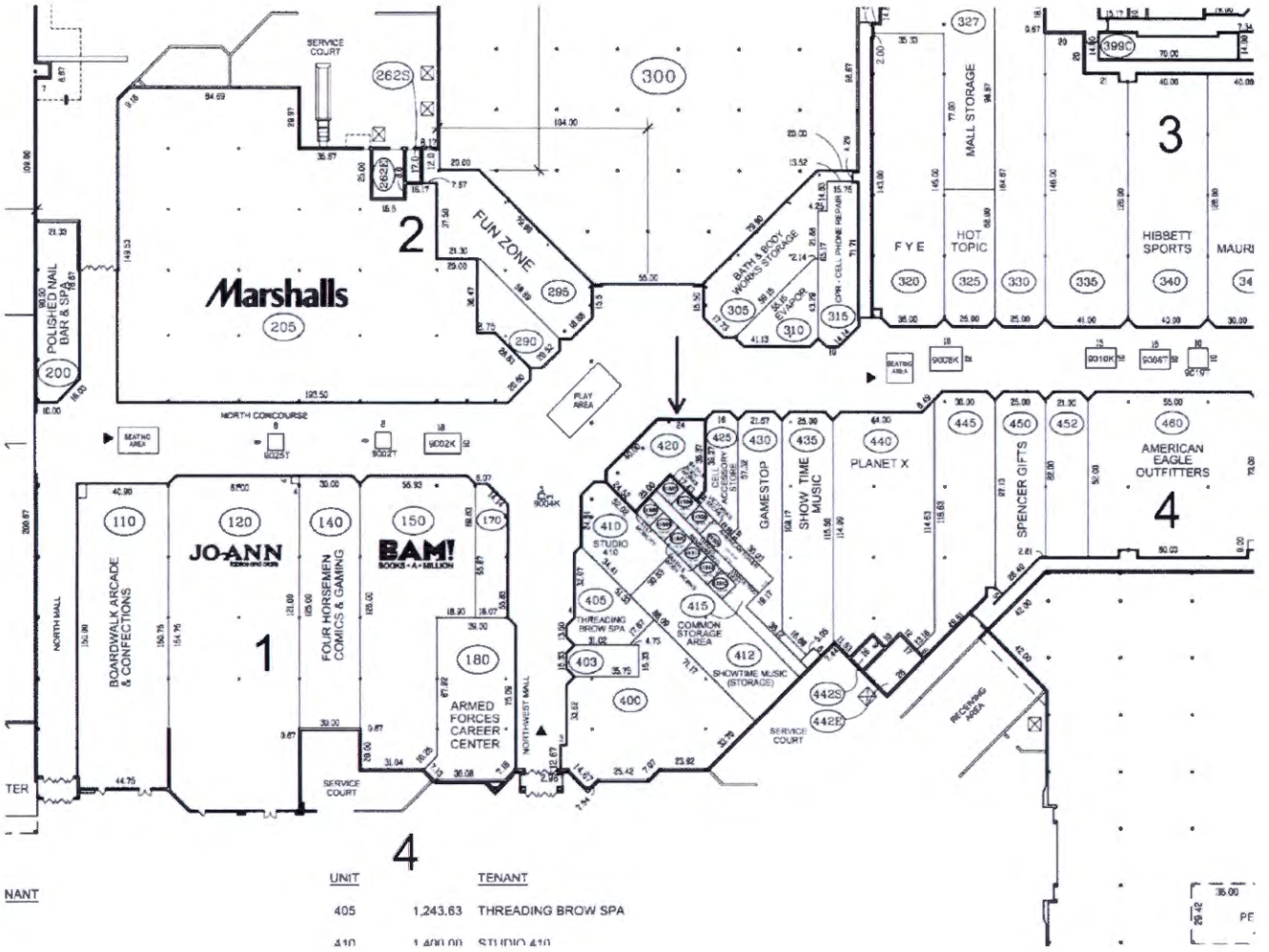
28. Licensee further covenants not to permit structural or exterior alterations of or upon any part of the Premises except by and with the written consent of Grantor first had.

29. This License Agreement shall be governed by and construed in accordance with the laws of Ohio.

30. This License Agreement shall become legally binding upon mutual execution hereof and until such time neither party shall have any rights under this License Agreement.

31. Grantor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of this License Agreement but that all prior negotiations and discussions are superseded by this License Agreement, including the Addendum and Exhibit A, which exclusively constitutes the complete and final agreement of Grantor and Licensee and sets forth all the covenants, promises, agreements, conditions, inducements, representations and understandings concerning the Premises or the Shopping Center. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this License Agreement shall be legally binding upon Grantor or Licensee unless reduced to writing and signed by them.

# EXHIBIT A




| UNIT | | TENANT |
|---|---|---|
| 405 | 1,243.63 | THREADING BROW SPA |
| 410 | 1,400.00 | STUDIO 410 |

# EXHIBIT B

## SIGN STANDARDS
## FOR SHORT TERM IN-LINE LICENSEES

1. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered herein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store, as aforesaid, and other than crests and corporate shields which shall be permitted if less than 18-inches in width and height).

2. NO BOX SIGNS, BANNERS, OR HAND LETTERED SIGNS WILL BE PERMITTED. The size of the letters shall be in proportion to the size of the sign as determined in accordance with the provisions of Section 6D of this Exhibit.

3. Signs are to be fabricated out of gatorfoam, 1½-inches thick with a polyurethane foam core, smooth rigid face on both sides. All letters are to be painted color of licensee's choice. Application of the letters to be done with universal foam adhesive, then sign to be adhered to the wall of the store. Licensee may also use individual non-illuminated plastic letters, color of Licensee's choice.

4. The character, design, color and layout of all signs shall be submitted to Grantor's Licensee Coordinator for written approval which shall not be unreasonably withheld to the extent the sign in question complies with the criteria set forth in this Exhibit.

5. No occupant shall install more than one sign on the storefront of its Premises. However, an occupant of a corner store may install one sign on each facade thereof, provided no more than a total of two signs shall be permitted on the entire storefront of any corner store in any event.

6. All signs shall be in accordance with the following requirements:
   - A. The sign and any part or parts thereof shall be located within the physical limits of the storefront of the premises of the occupant and not less than 8-feet above the finished surface of the walkway adjacent to such premises.
   - B. No sign or any part or parts thereof shall be located on the roof of the shopping center.
   - C. No sign or any part or parts thereof shall project more than 6-inches beyond the storefront.
   - D. The maximum total area of each sign shall be determined by the following formula:
     The area of the sign (in square feet) equals foot frontage of the store multiplied by 0.6 but, in no case, more than 30-feet in width. The area of the sign is defined as the area of a rectangle surrounding all of the letters of the sign. Where upper and lower case letters are used, the average height of the letters shall be used to determine the height of the rectangle. Foot frontage of the store is defined as the length of the facade upon which the sign is located and shall exclude any offsets in the storefront of the Premises.
   - E. All signs shall be fabricated and installed in compliance with all applicable building codes.
   - F. Letters shall not exceed 18-inches in height.
   - G. Total sign, if on two lines, not to exceed 24-inches in height.

7. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
   - A. NO RACEWAYS OR SIGN CABINETS SHALL BE PERMITTED.
   - B. No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.
   - C. The name and/or stamp of the sign contractor or sign company, or both, shall not be exposed to view.

8. The following type signs are prohibited:
   - A. Paper signs and/or stickers utilized as signs.
   - B. Painted or printed signs.
   - C. Pylon signs.
   - D. Interior identification signs located within 10-feet of the storefront lease line, if such signs are visible from outside Premises, including, but not limited to freestanding signs, signs on easels, shadow box or recessed storefront or vestibule signs, and fixture signs.
   - E. Signs are not permitted on exterior walls of the Shopping Center buildings.

9. Sign shop drawings are required to be submitted for approval, to the attention of:

   Licensee Coordinator
   c/o Meadowbrook Mall Company
   5577 Youngstown-Warren Road
   Niles, Ohio 44446
   Phone: (330) 747-2661
   Email: tenantcoordination@cafarocompany.com

10. Regardless of Grantor's approvals, if any, of Licensee's signage, Licensee is responsible, at its sole cost and expense, for compliance with all law regarding Licensee's signage including, but not limited to, the installation, location, size, composition, content, etc., thereof.

11. If Licensee fails to erect the approved sign on or before the Commencement Date, then Licensee shall pay to Grantor as liquidated damages the amount of $30.00 per day until such time as the approved sign is installed.

# CERTIFICATE OF COVERAGE

| Issue Date: | 3/7/2022 |
|---|---|

THIS CERTIFICATE OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED COVERAGE CONTRACT EXPRESSLY PROVIDES. THIS CERTIFICATE OF COVERAGE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE COVERAGE CONTRACT REFERENCED IN THIS CERTIFICATE OF COVERAGE

| | | | |
|---|---|---|---|
| PRODUCER: | Risk Management Programs, Inc.<br>1819 Electric Road, Suite C<br>Roanoke, VA 24018 | CONTACT NAME: | Sara Reed-Williams |
| | | PHONE: | (844) 986-2705 |
| | | EMAIL: | sreed-williams@riskprograms.com |
| MEMBER: | Harrison County Commission<br>301 West Main Street<br>Clarksburg , WV 26301 | COMPANIES AFFORDING COVERAGE | |
| | | COMPANY A: | West Virginia Communities Risk Pool |

## COVERAGES

This is to certify that the coverages listed below have been issued to the member named above for the contract period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverages described herein is subject to all the terms, exclusions and conditions of such coverage contracts. Limits shown may have been reduced by paid claims.

| CO LTR | TYPE OF COVERAGE | CONTRACT NUMBER | CONTRACT EFFECTIVE DATE | CONTRACT EXPIRATION DATE | LIMITS / DEDUCTIBLES | | |
|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☒ Occurrence | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Each Occurrence | Lim. | $1,000,000 |
| | | | | | Fire Damage (Any one fire) | Lim. | $100,000 |
| | | | | | General Aggregate | Lim. | NONE |
| | | | | | Personal & ADV Injury | Lim. | $1,000,000 |
| | | | | | Products - Comp/OP | Lim. | $1,000,000 |
| | | | | | General Liability | Ded. | $0 |
| A | **AUTOMOBILE LIABILITY**<br>☒ All Owned Autos<br>☐ Hired Autos<br>☐ Scheduled Autos<br>☐ Non-Owned Autos | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Combined Single Limit | Lim. | $1,000,000 |
| | | | | | Auto Liability | Ded. | $0 |
| A | **AUTOMOBILE PHYSICAL DAMAGE** | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Collision (ACV) | Ded. | $1,000 |
| | | | | | Comprehensive (ACV) | Ded. | $1,000 |
| A | **CRIME** | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Blanket | Lim. | $250,000 |
| | | | | | Per Occurrence | Ded. | $250 |
| A | **EXCESS LIABILITY**<br>☒ Excess General Liability<br>☒ Excess Automobile Liability<br>☒ Excess Law Enforcement Liability<br>☒ Excess Public Officials Liability<br>☐ Excess Educators Legal Liability<br>☒ Other than Umbrella Form | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Excess Automobile Liability - Aggregate | Lim. | NONE |
| | | | | | Excess Automobile Liability - Each Occurrence | Lim. | $4,000,000 |
| | | | | | Excess General Liability - Aggregate | Lim. | NONE |
| | | | | | Excess General Liability - Each Occurrence | Lim. | $4,000,000 |
| | | | | | Excess Law Enforcement Liability - Aggregate | Lim. | NONE |
| | | | | | Excess Law Enforcement Liability - Each Occurrence | Lim. | $4,000,000 |
| | | | | | Excess Public Officials Liability - Aggregate | Lim. | $4,000,000 |
| | | | | | Excess Public Officials Liability - Each Occurrence | Lim. | $4,000,000 |
| A | **INLAND MARINE** | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Blanket per Schedule on File. | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A | PROPERTY | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Blanket per Schedule on File. | | |
| | | | | | Building & Contents | Ded. | $2,500 |
| A | PUBLIC OFFICIALS LIABILITY<br>☒ Occurrence | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Aggregate | Lim. | $1,000,000 |
| | | | | | Each Wrongful Act | Lim. | $1,000,000 |
| | | | | | Per Occurrence | Ded. | $15,000 |
| A | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | EL Disease - Each Emp. | Lim. | $1,000,000 |
| | | | | | EL Disease - Policy Limit | Lim. | $1,000,000 |
| | | | | | EL Each Accident | Lim. | $1,000,000 |
| | | | | | ☒ WC Statutory Limits | | |
| | | | | | WC Deductible | Ded. | $0 |
| A | LAW ENFORCEMENT LIABILITY | WV-HA-017-22 | 07/01/2021 | 07/01/2022 | Aggregate | Lim. | NONE |
| | | | | | Each Wrongful Act | Lim. | $1,000,000 |
| | | | | | Law Enforcement Liability | Ded. | $15,000 |

**Description of Operations / Locations / Vehicles / Special Items / Notes**

RE: Unit No.: 410 > Meadowbrook Mall, City of Bridgeport, County of Harrison, State of West Virginia >Polling Location used for early voting from 04/27/2022-05/07/2022

Certificate Holder is added as an additional insured to the extent permitted by the laws of the State of WV and only in respect to claims or actions arising from or in connection with negligent acts of the County, its employees, agents or officials.

| CERTIFICATE HOLDER | Authorized Representative |
|---|---|
| Meadowbrook Mall Company<br>an Ohio limited partnership<br>5577 Youngstown-Warren Road<br>Niles, OH 44446 | Sarah A. Reed-Williams |

This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same License Agreement. This License Agreement may be executed by pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original. The undersigned representatives each represent and certify that they are authorized to execute this License Agreement.

The terms and conditions appearing on the ADDENDUM and the location of the Premises as shown on Exhibit A, have been reviewed and approved by the parties and are incorporated into, and made a part of, this License Agreement by reference.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 20____.

Signed in the presence of:

**GRANTOR:** Meadowbrook Mall Company

Grantor Witness:

_____

By: _____
Daniel E. Mancuso, Special Authorized Agent – Specialty Leasing

Date: _____

**LICENSEE:** Harrison County Commission

Licensee Witness:

**Provide Vendor's License No.:** _____

_____

By: _____

Date: _____

15

RESOLUTION

BE IT RESOLVED, that the _____ County Commission hereby approves the facts and matters stated in the attached Plaintiffs' Collective Answers to Distributor Defendants' Reformulated Discovery Requests to County and Municipal Plaintiffs, and that these Answers are true and correct of the best of the Commission's knowledge and belief.

BE IT FURTHER RESOLVED, that the Commission authorizes and approves _____ to sign the attached verification under oath.

The adoption of the foregoing motion, having been made by _____, Commissioner, seconded by _____, Commissioner, the vote thereon was as follows:

| | |
|---|---|
| President | _____ |
| Commissioner | _____ |
| Commissioner | _____ |

Whereupon, _____, President, declared said resolution duly adopted and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is hereby adopted.

_____
President

_____
Commissioner

_____
Commissioner

17

**Jacqui Tennant**

**From:** Vanessa Perkins <vanessa@centrabus.com>
**Sent:** Thursday, March 10, 2022 12:11 PM
**To:** County Administrator
**Cc:** tcd0807@aol.com
**Subject:** CENTRA board member

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Tom Durrett has been a member of our Board of Directors for many years. He would like to continue to be on our board, however his term has expired. Centra is in agreement with his decision to remain a member. Please let me know of any further information you may need to make this occur.

Kindly,

Vanessa Perkins
General Manager

Central West Virginia Transit Authority
208 North 4th Street
P. O. Box 430
Clarksburg, WV 26301
Phone 304.623.6002
Fax 304.623.2950

# Training Registration

Submit by E-mail | Print Form

Animal Control & Care Academy
16608 West 144th Terrace
Olathe, Kansas 66062
Phone: 913-515-0080
Fax: 913-273-2047
jmays@accacademy.net
www.accacademy.net

## Advanced ACO/HLEO Certification Course
## April 4-8, 2022
## Belington, West Virginia

### Attendee Information

| | |
|---|---|
| **Name:** | **Tara Hodge** |
| **Name (2):** | **Whitney Newlon** |
| **Name (3):** | **Brenda Vernon** |
| **Name (4):** | |
| **Agency Name:** | **Harrison County Animal Control** |
| **Agency Address:** | **2420 Saltwell Rd** |
| **City/State:** | **Shinnston, WV** |
| **Zip/Postal Code:** | **26431** |
| **Country:** | **United States** |
| **Agency Phone:** | **304-592-1876** |
| **Agency Fax:** | **304-592-1885** |
| **Your E-Mail:** | **CountyAdministrator@harrisoncou** |

### Registration Fees

| | |
|---|---|
| **Course Fee: $600.00** | 600 |
| x Number of Attendees: | 3 |
| Subtotal: | 1,800 |
| Total Due: | 1,800 |

**Payments must be received by 4/3/2022**

### Payment

- (•) **Check payable to ACCA**
- ( ) **Credit Card (see below)**
- ( ) **Purchase Order (attach)**

Registration Fees: $600 for the complete course. You may pay for this training program either with an Agency Check, Personal Check, Purchase Order or Credit Card. Credit Card payments are processed via PayPal (Visa, MasterCard, AMEX, Discover). To pay via Credit Card, please e-mail or fax your registration form and check "credit card" on this form. You will then be sent a PayPal invoice via e-mail.

Mail this registration form and payment to:
**Animal Control & Care Academy, 16608 West 144 Terrace, Olathe, Kansas 66062**

If you submit this form via e-mail, please confirm that the form was sent by checking the "sent folder" in your e-mail application (your security settings may or may not allow this form to be sent via e-mail).

**Questions? Contact ACCA at 913-515-0080 or via e-mail at: jmays@accacademy.net**
**ACCA Federal Tax I.D. #84-4089927**

Upon registration, you will receive a confirmation letter via e-mail.

Class location: Barbour County Fairgrounds, 118 Fairgrounds Way, Belington, West Virginia 26250. Need directions? Please call James Sandy at 304-841-3132 or Shana Frey at 304-457-0025.

## About the Program

The ACCA Advanced ACO/HLEO Certification Course is designed for Animal Control Officers at the federal, state, and local levels, Police Officers, and Sheriff's Deputies responsible for animal control and all of its many facets. Successful completion of the Advanced ACO/HLEO Certification Course shall include a minimum passing score of 80% on written examinations and mandatory attendance during all training.

The course is comprised of ten separate blocks of instruction to include: Animal Attack Investigation and Reporting; Animal Control in the Criminal Justice System; Animal Crime Scene Photography, Videography and Sketching; Animal Hoarding Investigations; Illegal Animal Fighting; Livestock and Exotics Cases; Obtaining and Executing Search Warrants; Officer Safety in the Field; Proactive Animal Control; Using Forensics in Animal Cruelty Investigations.

The ACCA Advanced ACO/HLEO Certification Course has been carefully researched and offers the most current animal control-related information available.

The ACCA Advanced ACO/HLEO Certification Course costs just $600 per student for the complete course. You may pay for this training program either with an Agency Check, Personal Check, Purchase Order or Credit Card.

To obtain a registration form for this course, please visit: www.accacademy.net

Questions? Contact ACCA via phone at 913-515-0080 or email: jmays@accacademy.net

Upon registration, you will receive a confirmation letter via e-mail.

Class location: Barbour County Fairgrounds, 118 Fairgrounds Way, Belington, West Virginia 26250. Need directions? Please call James Sandy at 304-841-3132 or Shana Frey at 304-457-0025.

ACCA
Animal Control & Care Academy

**Animal Control & Care Academy**
**16608 W. 144 Terrace**
**Olathe, Kansas 66062**
**Phone: 913-515-0080**
**Fax: 913-273-2047**
**Website: www.accacademy.net**
**E-mail: jmays@accacademy.net**

Barbour County, WV
Animal Control

# Advanced ACO/ HLEO Certification Course

## April 4-8, 2022

## Belington, WV

ACCA
Animal Control & Care Academy

## Advanced ACO/HLEO Certification Course

The course is comprised of the following blocks of instruction:

**Animal Attack Investigation and Reporting -** In this class, we will address the differences between an animal attack and an animal bite, the necessity of conducting thorough animal attack and animal bite investigations, the basic steps in conducting an animal attack and animal bite investigation, the basic forensics involved in determining whether injuries are bites or scratches, and common rabies quarantining. We will also discuss common procedures of reporting rabies exposures to the state department of health and some general options in declaring that attacking animal a potentially dangerous or dangerous animal.

**Animal Control in the Criminal Justice System -** In this block of instruction we will discuss the history and evolution of the American Criminal Justice System, law enforcement, animal welfare and animal control programs, and the responsibilities of the government to protect its citizens. We will discuss the Animal Care and Control Continuum, the various type of law and animal related crimes found in the United States and legal tenants such as the presumption of innocence, the elements of a crime and the burdens and levels of proof necessary in a court of law. Lastly, we will cover the historical basis of US laws and due process, the sources of law in America, Constitutional law, and the responsibilities of law enforcement officials and human investigators.

**Animal Crime Scene Photography, Videography & Sketching -** Because animal laws are becoming more complex and courts and lawyers are demanding more evidence, animal crime scene investigation is becoming more important. This is a basic course designed to provide an understanding of the equipment, basic techniques and basic principles involved in conducting crime scene photography, videography, and sketching of animal crime scenes.

**Animal Hoarding Investigations -** During this course, we will address the typical types of animal hoarders, mental health concerns associated with animal hoarders, physical health concerns for humans and animals in a hoarder environment, and service agencies that might be available to assist hoarders. We will also discuss the primary methods of intercedence, challenges associated with hoarder cases such as the volume of animals and the costs associated with mass animal impoundment of hoarder animals. We will discuss the psychology of animal hoarding, investigating hoarding allegations, MASS Animal impounds, and methods of reducing recidivism.

**Illegal Animal Fighting -** During this section, we will focus on various types of Blood Sports and investigations. We will discuss the Federal Animal Welfare Act, the federal Animal Fighting Prohibition Enforcement Act, and various state statutes, which prohibit dog fighting, cock fighting, bull or bear baiting, and more. We will discuss the types of animal fighters, equipment and medical supplies frequently used during Blood-Sport activities, and various collateral crimes and activities often associated with dogfighting, cockfighting, Siamese fighting fish (also known as Betta) and Finch fighting.

**Livestock and Exotics Cases -** During this block of instruction we will focus on strategies for the capture, restraint, and handling of large animals such as cattle and horses as well as exotic animals, such as snakes and other reptiles. We will discuss the Use of Force Continuum as it applies to capture, restraint, and handling of animals, large animal equipment and preparation planning and animal and officer safety. Lastly, we will discuss investigative techniques commonly used in livestock or exotic animal neglect or abuse investigations and livestock or exotic animal exhibit inspections.

**Obtaining and Executing Search Warrants -** In this block of instruction we will discuss the history and legal basis for search warrants, search warrant applications, the warrant itself, and the warrant return. We will discuss the common property legal descriptions, curtilage and areas to be searched. In addition, we will discuss the basic steps in executing a search warrant and provide examples of search warrants used in several states.

**Officer Safety in the Field -** All animal care and control professionals should strive to survive the day and go home happy, healthy, and whole. Employers also want their employees to be safe and injury free. During this course, we will discuss general safety issues such as how to avoid slip, trip, and fall injuries, proper lifting techniques and body mechanics, stress management, and compassion fatigue. We will discuss basics of vehicle and emergency driving safety, confrontation communication, and some basic self-defense tactics.

**Proactive Animal Control -** In this class, we will discuss public perception versus reality of animal control, methods of improving public relations, and the public's view on animal control. This course will offer a basic understanding of common animal control programs designed to provide improved customer service in the field to the human and animal residents of a community, to include complaint responses, alternative options, and solutions. It will also cover handling pets from emergency medical situations, domestic violence situations, or the death of the owner.

**Using Forensics in Animal Cruelty Investigations -** During this class we will discuss the history of forensic sciences for use in solving human-on-human crimes as well as the modern application of the various forensic sciences in animal neglect, abuse, and cruelty investigations. We will discuss the use of forensic botany, chemistry, dactyloscopy, entomology, and geology in animal cases and how geomorphology, odontology and podiatry, serology, and toxicology can be applied to animal related investigations.

# Harrison County Commission

## Request to Attend Meeting

Name: Tara Hodge

Department: 716

Destination: Belington, WV

Travel Dates:

Reason: Advanced ACO/HLEo certification course
April 4-8, 2022
Location 118 Fairgrounds Way, Belington, WV 26250

**Total Estimated Cost** $ 772.32

| | | | |
|---|---|---|---|
| Transportation | | | $ |
| Air | | $ | |
| Private Vehicle: | | | |
| Mileage | 192 x .585 | $ 112.32 | |
| Rental Car | | $ | |
| Lodging | | | $ |
| Registration | | | $ 600.00 |
| Meals (Estimated) | | | $ 60.00 |
| Incidentals | | | $ |

Employee Signature: _____ Date: _____

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

# Harrison County Commission

## Request to Attend Meeting

Name: Whitney Newlon

Department: 716

Destination: Belington, WV

Travel Dates:

Reason: Advanced ACO/HLEo certification course
April 4-8, 2022
Location 118 Fairgrounds Way, Belington, WV 26250

**Total Estimated Cost** $ 772.32

| | | | | |
|---|---|---|---|---|
| Transportation | | | | $ |
| Air | | | $ | |
| Private Vehicle: | | | | |
| Mileage | 192 | x .585 | $ 112.32 | |
| Rental Car | | | $ | |
| Lodging | | | | $ |
| Registration | | | | $ 600.00 |
| Meals | (Estimated) | | | $ 60.00 |
| Incidentals | | | | $ |

Employee Signature: _____ Date: _____

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

# Harrison County Commission

## Request to Attend Meeting

Name: Brenda Vernon

Department: 716

Destination: Belington, WV

Travel Dates:

Reason: Advanced ACO/HLEo certification course
April 4-8, 2022
Location 118 Fairgrounds Way, Belington, WV 26250

**Total Estimated Cost** $ 772.32

| | | | |
|---|---|---|---|
| Transportation | | | $ |
| Air | | $ | |
| Private Vehicle: | | | |
| Mileage | 192 x .585 | $ 112.32 | |
| Rental Car | | $ | |
| Lodging | | | $ |
| Registration | | | $ 600.00 |
| Meals | (Estimated) | | $ 60.00 |
| Incidentals | | | $ |

Employee Signature: _____ Date: _____

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

United States of America

A

State of West Virginia

County of Harrison, ss:

# Clerk's Fiduciary Report

## Estate from Wednesday, March 2, 2022, through Tuesday, March 8, 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, March 2, 2022, the following matters were disposed of in the presence of the Clerk:**

---

A duly exemplified copy of the last will and testament of **SANDRA J BLEIGH**, deceased, late a resident of Marion , West Virginia, was admitted to record.

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A duly exemplified copy of the last will and testament of **RICHARD L BLEIGH**, deceased, late a resident of Marion, West Virginia, was admitted to record.

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A duly exemplified copy of the last will and testament of **CARL RAY LINGERFELT**, deceased, late a resident of OTERO, NEW MEXICO, was admitted to record.

---

A duly exemplified copy of the last will and testament of **PAUL R REED**, deceased, late a resident of HARRISON, OHIO, was admitted to record.

**On, Thursday, March 3, 2022, the following matters were disposed of in the presence of the Clerk:**

---

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

**BENJAMIN SCOTT PARKS**, who was named in the last will and testament of **SHIRLEY P WESTFALL**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.
**STEPHEN A WICKLAND**, who was named in the last will and testament of **SHIRLEY P WESTFALL**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

---

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

**MICHAEL ANN HUFFMAN**, who was named in the last will and testament of **MARY ETTA RANDOLPH**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

---

A duly exemplified copy of the last will and testament of **BARBARA A SEARS**, deceased, late a resident of ALACHUA, FLORIDA, was admitted to record.

**On, Friday, March 4, 2022, 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, **GLORIA POST** was appointed and qualified as ADMINISTRATRIX of the estate of **DONNA SUE WILLIAMS**, deceased. Bond was 5,000.00.

**On, Monday, March 7, 2022, the following matters were disposed of in the presence of the Clerk:**

---

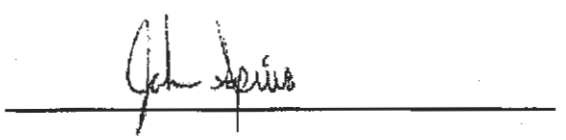
The last will and testament of **PATRICIA ANN LATSTETTER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**DEBORAH L KLETT**, who was named in the last will and testament of **PATRICIA ANN LATSTETTER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

---

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

**STEPHEN R POWELL**, who was named in the last will and testament of **JOSEPH WILLIAM POWELL**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.



John R Spires
Clerk of the Harrison County Commission

Wednesday, March 16, 2022

Confirmed

ORIGINAL

# Sun Valley Public Service District

## Regular Board Meeting

**Tuesday, February 15, 2022**

**With due notice published and a quorum present, Chairman Dale called the meeting to order: ROLL CALL**

| Present | Employees | Also Present |
|---|---|---|
| Gregg Dale | Kevin Short | Logan Alastanos |
| Connor Thompson | | Zack Dobbins |
| Sandra Patterson | | |

1. **Approval of Minutes**
   **Sandra Patterson made a motion to approve the minutes for Tuesday, January 11, 2022, as read. Connor Thompson seeonded the motion. All in favor, none opposed and none abstained.**

2. **Signing of Checks**
   **Sandra Patterson made a motion to approve the Checks Signed Document dated 1/18/22 through 2/15/22. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

3. **2019 Water Project**

1. Kevin announced that there is no payment request for this meeting. Logan informed the Board that we are at a place now where we can look at where we are with the money and execute the change order to get the other tank repainted. Kevin and the Board discussed various other things to be completed for the Water Project.
2. Kevin informed the Board that we have 78 taps that were paid for in the Water Project and these taps were set and people have signed a user agreement. Kevin said that money has been real tight and we have mailed letters on 9/10/21 to the potential customers that had not hooked up and the water line has been completed since 6/1/21. Twenty eight (28) of these people have not connected. Kevin said we are going to start billing them the $48.45 this month whether they are hooked up or not. Kevin and the Board discussed this in detail.

4. **Proposed Sewer Project**
   Zack Dobbins informed the Board the biggest thing that we have this evening is to open up the bids, reviews and select firms for future interviews for Engineering Services on the proposed Sewer Project. Gregg said for the record, we only received one proposal bid and that was from Thrasher Engineering. Zack explained to the Board how the 5G works. After discussion, **Connor Thompson made a motion to except the RFP from Thrasher Engineering for the upcoming proposed Sewer Project and to set up an interview at the next regular scheduled Board meeting. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

5. **Manager's Report**

**A.** Kevin informed the Board that he wanted to discuss amending the Rules of Procedure on moving the time for future Board meetings from the 2nd Tuesday of every month at 5:00 PM to the 2nd Tuesday of every month to the time we discuss and approve. After discussion, **Connor Thompson made a motion to amend the Rules of Procedure to the Regular Board meetings to be held the 2nd Tuesday of every month at 3:30 PM instead of 5:00 PM. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

**B.** Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and advised the Board that all of the Bond payments are paid to date.

**C.** Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on January 28, 2022 and discussed.

**D.** Kevin provided the Board with a copy of the Water Loss Report for July, 2021 through February, 2022, with a water loss of 48.81% for the month of January, 2022 and with a year to date adjusted water loss of 38.95%. Kevin and the Board discussed in detail.

**E.** Kevin provided the Board with a copy of the Water and Sewer Spreadsheets that show the total amount billed compared to the total amount purchased for the month of January, 2022 and the total outstanding when the disconnects are mailed each month. Kevin and the Board discussed this in detail.

**F.** Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 1/31/22 and discussed.

**G.** Kevin provided the Board with a copy of February and March, 2022 calendars and discussed.

6. **Next Board Meeting**

Sandra Patterson announced that the next Board Meeting will be March 8, 2022.

7. **Adjournment**

There being no further business, **Sandra Patterson made a motion to adjourn the meeting. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

Chairman

Treasurer

Secretary

aja

C-2



V E N D O R I N V O I C E R E P O R T

** OPEN INVOICES ** DUE DATE: 2/28/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 2/28/22 **

** PAY-TO VENDOR **

ALL FUNDS

| VENDOR# | VENDOR NAME / DATE | TRAN# | TYPE | REFERENCE | DESCRIPTION | I/P AMOUNT | I/P BALANCE |
|---|---|---|---|---|---|---|---|
| 1,055 | CHASE CARDMEMBER SERVICE | | | | | | |
| | 12/14/21 | 202608 | 401 | 7547-HOSTMON | RENEW DOMAIN&SITELOCK1YR&BACKUP HOST 3YR | 798.21 | 798.21 |
| | 2/25/22 | 206767 | 401 | 7547-SAMS15 | OFFICE SUPPLIES | 84.92 | 84.92 |
| | 2/25/22 | 206768 | 401 | 7547-ROBERTS | NEW HEATER FOR 2ND GARAGE | 821.47 | 821.47 |
| | 2/25/22 | 206769 | 401 | 7547-AMAZ6 | OFFICE SUITE SOFTWARE FOR DAVE'S LAPTOP | 89.99 | 89.99 |
| | 2/25/22 | 206770 | 401 | 7547-DELUXE1 | 2,500 ENVELOPES,RET ADD&DEP ONLY STAMPS | 287.59 | 287.59 |
| | 2/25/22 | 206771 | 401 | 7547-CALL5 | DELINQUENT CALL OUT | 27.00 | 27.00 |
| | 2/25/22 | 206772 | 401 | 7547-INT13 | INTEREST CHARGES | 24.87 | 24.87 |
| | | | | | | 2,134.05* | 2,134.05* |
| 1,250 | BENNETT & DOBBINS PLLC | | | | | | |
| | 4/16/21 | 190074 | 401 | 24848-SW | 3RD QTR FY 2014-2015 ACCOUNTING WORK-SW | 417.90 | 417.90 |
| | 4/16/21 | 190075 | 401 | 25095-SW | 4TH QTR FY 2014-2015 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190076 | 401 | 25121-SW | 1ST QTR FY 2015-2016 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190077 | 401 | 25194-SW | 2ND QTR FY 2015-2016 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190078 | 401 | 25745-SW | 3RD QTR FY 2015-2016 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190079 | 401 | 26019-SW | 4th QTR FY 2015-2016 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190080 | 401 | 26065-SW | 1ST QTR FY 2016-2017 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190081 | 401 | 26383-SW | 2ND QTR FY 2016-2017 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190082 | 401 | 26716-SW | 3RD QTR FY 2016-2017 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190083 | 401 | 26890-SW | 4TH QTR FY 2016-2017 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190084 | 401 | 26982-SW | 1ST QTR FY 2017-2018 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190085 | 401 | 27697-SW | 2ND&3RD QTR FY 2017-2018 ACCTING WORK-SW | 1,500.00 | 1,500.00 |
| | 4/16/21 | 190094 | 401 | 27856-SW | 4TH QTR FY 2017-2018 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190095 | 401 | 28079-SW | 1ST&2ND QTR FY 2018-2019 ACCTING WORK-SW | 1,800.00 | 1,800.00 |
| | 4/16/21 | 190096 | 401 | 28571-SW | 3RD QTR FY 2018-2019 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190097 | 401 | 28836-SW | ACCOUNTING SERVICES AGR HEP&SVPSD SW POR | 750.00 | 750.00 |
| | 4/16/21 | 190098 | 401 | 29029-SW | 4TH QTR FY 2018-2019 ACCOUNTING WORK-SW | 900.00 | 900.00 |
| | 4/16/21 | 190099 | 401 | 29953-WA | ACCOUNTING WORK-RFP FOR AUDITORS-WA | 210.00 | 210.00 |
| | 4/16/21 | 190100 | 401 | 29953-SW | ACCOUNTING WORK-RFP FOR AUDITORS-SW | 90.00 | 90.00 |
| | 4/16/21 | 190101 | 401 | 30033-WA | ACCOUNTING WORK FY 2019-2020-WATER | 6,300.00 | 6,300.00 |
| | 4/16/21 | 190102 | 401 | 30033-SW | ACCOUNTING WORK FY 2019-2020-SEWER | 2,700.00 | 2,700.00 |
| | 4/16/21 | 190103 | 401 | 30516 | ACCOUNTING WORK COVID 19 SW RATES | 825.00 | 825.00 |
| | 1/11/22 | 204167 | 401 | 31069 | ACCOUNTING WORK FY 2020-2021 PSC & FINAN | 8,000.00 | 8,000.00 |
| | | | | | | 34,292.90* | 34,292.90* |
| 3,300 | CLARKSBURG WATER BOARD | | | | | | |
| | 2/17/22 | 206631 | 401 | 49001 2/22-2 | WATER PURCHASED FOR DAVISSON RUN-PRT FY2 | 13,530.00 | 13,530.00 |
| | | | | | | 13,530.00* | 13,530.00* |
| 3,625 | CUMMINS SALES & SERVICE | | | | | | |
| | 1/31/22 | 205763 | 401 | RT98-REPAIR | CK GENERATOR @ RT 98 - NOT TRANSFERRING | 531.47 | 531.47 |
| | 2/18/22 | 206764 | 401 | R3-23285 | PLANNED MAIN GENERATOR - LIFT STATION #2 | 506.19 | 506.19 |
| | 2/25/22 | 206761 | 401 | R3-23282 | PLANNED MAINT GENERATOR @ SV PUMP ST #1 | 506.19 | 506.19 |
| | 2/25/22 | 206762 | 401 | R3-23283 | PLANNED MAINT PORT GENERATOR WOLF SUMMIT | 506.19 | 506.19 |
| | 2/25/22 | 206763 | 401 | R3-23284 | PLANNED MAIN KOHLER PORT GENERATOR LS #1 | 378.11 | 378.11 |
| | 2/25/22 | 206765 | 401 | R3-23286 | PLANNED MAIN GENERATOR @ ROUTE 98 - LS#3 | 506.19 | 506.19 |
| | | | | | | 2,934.34* | 2,934.34* |
| 4,275 | DODSON PEST CONTROL | | | | | | |
| | 1/11/22 | 204177 | 401 | 238222041223 | PEST CONTROL DEC 2021 | 62.00 | 62.00 |
| | | | | | | 62.00* | 62.00* |
| 5,205 | GOFF BACKA ALFEAR & COMPANY | | | | | | |
| | 9/13/21 | 198140 | 401 | 47856 | FY 2019-2020 WATER AND SEWER AUDIT | 7,300.00 | 7,300.00 |

VENDOR INVOICE REPORT

** OPEN INVOICES ** DUE DATE: 2/28/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 2/28/22 **

** PAY-TO VENDOR **

ALL FUNDS

| VENDOR# | VENDOR NAME / DATE | TRAN# | TYPE | REFERENCE | DESCRIPTION | I/P AMOUNT | I/P BALANCE |
|---|---|---|---|---|---|---|---|
| 5,205 | GOFF BACKA ALFEAR & COMPANY | | | | | | |
| | | | | | | 7,300.00* | 7,300.00* |
| 5,430 | ENLARGED HEPZBAH PSD | | | | | | |
| | 10/27/21 | 200522 | 401 | SV-2022-002 | MAINTENANCE HELP - WA LEAK WILSONBURG | 208.90 | 208.90 |
| | 10/27/21 | 200523 | 401 | SV-2022-003 | MAINTENANCE HELP - WA LEAK BFS | 115.50 | 115.50 |
| | 10/27/21 | 200524 | 401 | SV-2022-004 | MAINTENANCE HELP - WA LEAK - GARY DODD | 66.00 | 66.00 |
| | 10/27/21 | 200525 | 401 | SV-2022-005 | MAINTENANCE HELP - WA LEAK - OLD DAV RUN | 71.50 | 71.50 |
| | 12/14/21 | 202605 | 401 | SV-2022-006 | MAINT HELP- WA LEAK-CABOOSE LANE WOLF SU | 66.00 | 66.00 |
| | | | | | | 527.90* | 527.90* |
| 5,910 | CORKY WELLS ELECTRIC/CW SERVIC | | | | | | |
| | 11/30/21 | 202099 | 401 | 2609734 | TROUBLESHOOT PD BLOWERS @ LAKE FLOYD | 240.00 | 240.00 |
| | 11/30/21 | 202100 | 401 | 2609735 | TROUBLESHOOT LIFT STAT PUMP 1 @ LAKE FLO | 480.00 | 480.00 |
| | 12/14/21 | 202604 | 401 | 2609870 | INSTALL NEW SEAL FAIL TEMP RELAY@LAKE FL | 420.00 | 420.00 |
| | | | | | | 1,140.00* | 1,140.00* |
| 5,965 | GLOTFELTY TIRE - BRIDGEPORT | | | | | | |
| | 1/31/22 | 205762 | 401 | 4-334203 | NEW TIRES FOR KEVIN'S TRUCK UNIT 2 | 1,057.00 | 1,057.00 |
| | | | | | | 1,057.00* | 1,057.00* |
| 8,050 | NORTH CENTRAL PAVING, INC. | | | | | | |
| | 1/11/22 | 204168 | 401 | 121321 | BLACKTOP FOR LEAK REPAIRS-AREAS ON QUOTE | 8,373.00 | 8,373.00 |
| | | | | | | 8,373.00* | 8,373.00* |
| 8,800 | PUBLIC SERVICE COMMISSION | | | | | | |
| | 7/14/21 | 194941 | 401 | 12153 | INTRASTATE REVENUE ASSESSMENT 2020 | 4,421.28 | 4,421.28 |
| | | | | | | 4,421.28* | 4,421.28* |
| 9,351 | RONALD LANE INC. | | | | | | |
| | 4/23/21 | 190361 | 401 | 31520 | 8TH REIMBURSEMENT LOT 1 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190362 | 401 | 31520-2 | 8TH REIMBURSEMENT LOT 5 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190363 | 401 | 31520-3 | 8TH REIMBURSEMENT LOT 10 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190364 | 401 | 91520-1 | 9TH REIMBURSEMENT LOT 1 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190365 | 401 | 91520-2 | 9TH REIMBURSEMENT LOT 5 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190366 | 401 | 91520-3 | 9TH REIMBURSEMENT LOT 10 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190367 | 401 | 31521-1 | 10TH REIMBURSEMENT LOT 1 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190368 | 401 | 31521-2 | 10TH REIMBURSEMENT LOT 5 SEWER | 229.26 | 229.26 |
| | 4/23/21 | 190369 | 401 | 31521-3 | 10TH REIMBURSEMENT LOT 10 SEWER | 229.26 | 229.26 |
| | | | | | | 2,063.34* | 2,063.34* |
| 10,900 | CITCO WATER | | | | | | |
| | 1/31/22 | 205768 | 401 | S100165358.2 | 1 NEW 5/8" IPERL METER | 164.74 | 164.74 |
| | | | | | | 164.74* | 164.74* |
| 11,450 | THE THRASHER GROUP, INC. | | | | | | |
| | 1/11/22 | 204183 | 401 | 1021202 | ASSETT RETIREMENT OBLIGATION-PSC REPORTS | 3,480.00 | 3,480.00 |
| | | | | | | 3,480.00* | 3,480.00* |
| 11,900 | TUCK'S WELDING | | | | | | |
| | 11/10/21 | 201198 | 401 | 583358 | RENT DUMP TR-WA LEAK OLD DAV RUN 7/21/21 | 125.00 | 125.00 |
| | 11/10/21 | 201199 | 401 | 583359 | RENT DUMP TR-LP PLANT CLEAN-DRYING BEDS | 50.00 | 50.00 |
| | 11/10/21 | 201200 | 401 | 583360 | RENT DUMP TRUCK-TRASH TO DUMP 8-22-21 | 100.00 | 100.00 |
| | 11/10/21 | 201201 | 401 | 583361 | RENT DUMP TR-WA LEAK OLD DAV RUN 8/24/21 | 75.00 | 75.00 |
| | 11/16/21 | 201376 | 401 | 583362 | RENT DUMP TRUCK-WA LEAK DOLAN ST 9/17/21 | 150.00 | 150.00 |
| | | | | | | 500.00* | 500.00* |
| 13,600 | WV DIVISION OF HIGHWAYS | | | | | | |
| | 12/20/21 | 202920 | 401 | WS 4591 | DOHPERMIT#04-2019-0542-ADD FOOTAGE WA PR | 2,497.30 | 2,497.30 |
| | | | | | | 2,497.30* | 2,497.30* |

V E N D O R I N V O I C E R E P O R T

** OPEN INVOICES ** DUE DATE: 2/28/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 2/28/22 **

** PAY-TO VENDOR **

ALL FUNDS

| VENDOR# | VENDOR NAME / DATE | TRAN# | TYPE | REFERENCE | DESCRIPTION | I/P AMOUNT | I/P BALANCE |
|---|---|---|---|---|---|---|---|
| 13,900 | WV RURAL WATER ASSOCIATION | | | | | | |
| | 12/08/21 | 202415 | 401 | 120821 | 2022 MEMBERSHIP DUES | 726.69 | 726.69 |
| | | | | | | 726.69* | 726.69* |
| | | | | | VENDOR INVOICES | 85,204.54** | 85,204.54** |

| | ACCOUNT # | TITLE | QUAN | AMOUNTS | QUAN | BALANCES |
|---|---|---|---|---|---|---|
| B | 80 107 100 00 | CONSTRUCTION-WORK IN PROGRESS | 1 | 2,497.30 | 1 | 2,497.30 |
| B | 80 311 000 00 | STRUCTURES & IMPROVMENTS | 1 | 575.03 | 1 | 575.03 |
| B | 80 601 000 00 | PURCHASED WATER | 1 | 13,530.00 | 1 | 13,530.00 |
| B | 80 625 000 00 | MAINTENANCE OF PUMPING EQUIP | 1 | 506.19 | 1 | 506.19 |
| B | 80 651 100 00 | MAINTENANCE OF MAINS | 10 | 9,268.31 | 10 | 9,268.31 |
| B | 80 663 000 00 | METER EXPENSES | 1 | 164.74 | 1 | 164.74 |
| B | 80 905 000 00 | SUPPLIES AND EXPENSES | 1 | 18.90 | 1 | 18.90 |
| B | 80 921 000 00 | OFFICE SUPPLIES & OTHER EXP | 2 | 628.75 | 2 | 628.75 |
| B | 80 921 100 00 | OFFICE SUPPLIES & OTHER EXPENS | 4 | 367.14 | 4 | 367.14 |
| B | 80 923 400 00 | OUTSIDE SERVICES-ACCOUNTING | 4 | 13,850.00 | 4 | 13,850.00 |
| B | 80 923 425 00 | OUTSIDE SERVICES-AUDIT | 1 | 3,650.00 | 1 | 3,650.00 |
| B | 80 923 800 00 | OUTSIDE SERVICES - OTHER | 1 | 561.61 | 1 | 561.61 |
| B | 80 928 000 00 | REGULATORY COMMISSION EXPENSE | 1 | 3,094.90 | 1 | 3,094.90 |
| B | 80 933 000 00 | TRANSPORTATION | 1 | 739.90 | 1 | 739.90 |
| | FUND# 80 | WATER FUND | 30 | 49,452.77 | 30 | 49,452.77 |
| B | 81 271 300 00 | 5.5 SEWER LINE EXT CONTRIBUT | 9 | 2,063.34 | 9 | 2,063.34 |
| B | 81 312 100 00 | COLLECTING SYSTEM STR. & IMPRO | 1 | 246.44 | 1 | 246.44 |
| B | 81 703 000 00 | SUPPLIES & EXPENSES | 1 | 7.46 | 1 | 7.46 |
| B | 81 725 000 00 | PUMPING MAINTENANCE | 5 | 2,428.15 | 5 | 2,428.15 |
| B | 81 781 000 00 | BILLING & COLLECTING | 1 | 8.10 | 1 | 8.10 |
| B | 81 793 000 00 | GENERAL & MISC SUPPLIES & EXP | 6 | 426.82 | 6 | 426.82 |
| B | 81 795 100 00 | OUTSIDE SERVICES-ACCOUNTING | 22 | 23,922.90 | 22 | 23,922.90 |
| B | 81 795 125 00 | OUTSIDE SERVICES-AUDIT | 1 | 3,650.00 | 1 | 3,650.00 |
| B | 81 795 800 00 | OUTSIDE SERVICES - OTHER | 1 | 165.08 | 1 | 165.08 |
| B | 81 797 000 00 | REGULATORY COMMISSION EXPENSES | 1 | 1,326.38 | 1 | 1,326.38 |
| B | 81 803 250 00 | LAKE FLOYD MAINTENANCE HELP SW | 4 | 1,190.00 | 4 | 1,190.00 |
| B | 81 811 000 00 | TRANSPORTATION EXPENSE | 1 | 317.10 | 1 | 317.10 |
| | FUND# 81 | SEWER FUND | 53 | 35,751.77 | 53 | 35,751.77 |
| | | ALL FUNDS | 83 | 85,204.54 | 83 | 85,204.54 |

C-3

**Short Line PSD**
**Regular Meeting**
**December 2, 2021**

**Present:** **Eugene Rogers** **Greg Davisson**
**Don Wikert** **Charlotte Shaffer**
**Gary Fain** **Starla Bates**

**Approval of minutes & financial report: Don made a motion to approve the financial report and minutes from the October 2021 meeting, Gary second, all in favor, none oppose, and none abstained.**

**Continental Computer: The state mandated for all water companies to have a mass calling system to call customers with boiled water advisories, water outages,etc. Starla informed the Directors that the Districts software company does have a system available they install on our existing software program. The cost of the IVR system is One Thousand dollars which includes installation. Don made a motion to have the IVR system installed, Gary second, all in favor, none opposed, and none abstained.**

**2012 Ford Truck: Starla wanted to inform the Directors that the Vehicle has been fixed and back on the Road.**

**Cintas: Starla informed the Directors that all employees in the field need to be in uniform with name and company name as well. She had already spoke with a representative from Cintas and got a quote from them on the monthly cost. The quote was about $150.00 per month. That would include eleven shirts,**

**eleven pants and two coatesfor both employees. Don made a motion to get the uniforms with Cintas, Gary second, all in favor, none opposed, and none abstained.**

**Clothing Allowance: Don made a motion to keep the same amount as last year on the Clothing Allowance. Full time employees five hundred and part-time employee two hundred and fifty, Gary second, all in favor, none opposed, and none abstained.**

**Water Loss:**

| | | |
|---|---|---|
| 11/4/21 | Leak Front Street 2" main | 100,000 gal |
| 11/5/21 | Trouser Leg Dominion broke 2" | 100,000 gal |
| 11/5/21 | pump house Due to Clarksburg 4" | 80,000 gal |
| 11/8/2021 | smithfield ¾" | 50,000 gal |
| 11/9/2021 | Sardis 2" Community Building | 100,000 gal |
| 11/9/21 | Gregory Run ¾" Kyle | 80,000 gal |

**Announcement: Eugene made the announcement to have the next meeting on February 24, 2022. The January meeting was canceled due to Covid.**

**Adjournment: There being no further business, Don made a motion to adjourn the meeting, Gary second, all in favor, none opposed, and none abstained.**



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**Chairman**



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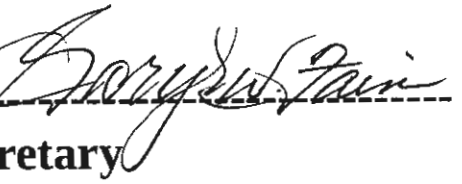
**Treasurer**



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**Secretary**

C-4

| SHORT LINE PSD | | | |
|---|---|---|---|
| FINANCIAL STATEMENT | | | |
| FOR THE PERIOD 01/01/2022 -01/31/2022 | | | |
| | CURRENT MONTH | PRIOR MONTH | FISCAL YEAR |
| | | | |
| **GENERAL FUND ACCOUNT** | | | |
| BEGINNING BALANCE | 49,752.30 | 58,970.97 | |
| CREDITS | 52,497.88 | 58,417.47 | |
| DEBITS | 55,711.62 | 67,456.14 | |
| ENDING BALANCE | 46,374.06 | 49,752.30 | |
| | | | |
| **RESERVE ACCOUNT** | | | |
| BEGINNING BALANCE | 33,391.13 | 31,891.90 | |
| CREDITS | 2,378.85 | 1,504.23 | |
| DEBITS | 5.00 | 5.00 | |
| ENDING BALANCE | 35,764.98 | 33,391.13 | |
| | | | |
| **ESCROW CUSTOMER DEPOSIT ACCOUNT** | | | |
| BEGINNING BALANCE | 14,099.31 | 14,068.35 | |
| CREDITS | | 70.00 | |
| DEBITS | 5.00 | 34.04 | |
| ENDING BALANCE | 14,094.31 | 14,099.31 | |
| | | | |
| **INCOME** | | | |
| BILLING - WATER/LATE FEES | 53,305.26 | 55,455.76 | 393,299.70 |
| INVOICES | 744.19 | 1,726.02 | 11,817.80 |
| MISCELLANEOUS/RECONNECT FEES/BANK FEES | 20.00 | 20.00 | 100.00 |
| TAP FEES | | | 1400.00 |
| MISCELLANOUS INCOME/Penalties | 1785.27 | 1846.83 | 13,095.26 |
| **TOTAL INCOME** | 55,854.72 | 59,028.61 | 419,712.76 |
| | | | |
| **Cash Deposits** | 2,378.85 | 1,504.23 | 14,005.01 |
| | | | |
| **EXPENSES** | | | |
| CHEMICALS | | | |
| CLARKSBURG WATER BOARD | 28,445.74 | 25,091.45 | 161,969.56 |
| DIRECTORS FEES | | | |
| LAB SERVICE/SAMPLING | 254.00 | 69.00 | 1365.00 |
| MAINTENANCE | 706.31 | 3,084.17 | 14,118.76 |
| MISCELLANEOUS EXPENSE | | | 519.64 |
| MUNICIPLE BOND | 4,656.44 | 4,656.44 | 32,595.08 |
| OFFICE SUPPLIES & EXPENSE | 823.00 | 394.23 | 5,456.25 |
| ONE TIME YEARLY FEES | | | 2,423.50 |
| OUTSIDE SERVICES/CONTRACT LABOR | 1615.00 | 2380.00 | 16,058.86 |
| CREDIT CARD FEES | 406.79 | 501.20 | 3,319.53 |
| ACCOUNTING FEES | | 4200.00 | 4,200.00 |
| BRICKSTREET INSURANCE | 521.00 | | 1,041.00 |

| PAYROLL | | | |
|---|---|---|---|
| GROSS TOTAL WAGES | 13,376.98 | 14,238.90 | 97,772.46 |
| FICA & MEDICARE | 1,023.33 | 1,089.27 | 7,478.67 |
| RETIREMENT | 1,240.11 | 1,257.43 | 8,534.51 |
| PEIA - INSURANCE | 946.40 | 810.40 | 5,721.60 |
| PEIA - RHBT | 96.00 | 232.00 | 3,752.20 |
| TOTAL PSD PAYS | 16,682.82 | 17,628.00 | 123,259.44 |
| | | | |
| PROPERTY/LIABILITY & INJURIES INSURANCE | | | 8,893.00 |
| SOFTWARE PROGRAMING | | 1,000.00 | 1,911.59 |
| VEHICLE MAINTANCE | | 1,827.21 | 3,362.19 |
| VEHICLE PAYMENT | 1,259.30 | 1,259.30 | 8,815.10 |
| GASOLINE | 1175.96 | 883.03 | 6,975.25 |
| | | | |
| ELECTRIC | 2,007.72 | 1,905.85 | 12,011.03 |
| DOMINION | 210.24 | 199.64 | 791.21 |
| ENTERPRISE SANITATION | 98.25 | 98.25 | 685.88 |
| FRONTIER COMMUNICATIONS | 192.31 | 194.73 | 1,365.74 |
| WV 811 | 80.85 | 72.55 | 530.75 |
| TOTAL EXPENSE | 59,135.73 | 65,445.04 | 412,136.74 |

| SHORT LINE PSD | | | |
|---|---|---|---|
| FINANCIAL STATEMENT | | | |
| FOR THE PERIOD 12/01/2021 -12/31/2021 | | | |
| | CURRENT MONTH | PRIOR MONTH | FISCAL YEAR |
| | | | |
| **GENERAL FUND ACCOUNT** | | | |
| BEGINNING BALANCE | 58,970.97 | 58,311.11 | |
| CREDITS | 58,417.47 | 56,839.03 | |
| DEBITS | 67,456.14 | 56,015.42 | |
| ENDING BALANCE | 49,752.30 | 58,970.97 | |
| | | | |
| **RESERVE ACCOUNT** | | | |
| BEGINNING BALANCE | 31,891.90 | 30,011.21 | |
| CREDITS | 1,504.23 | 1,885.69 | |
| DEBITS | 5.00 | 5.00 | |
| ENDING BALANCE | 33,391.13 | 31,891.90 | |
| | | | |
| **ESCROW CUSTOMER DEPOSIT ACCOUNT** | | | |
| BEGINNING BALANCE | 14,068.35 | 14,073.35 | |
| CREDITS | 70.00 | | |
| DEBITS | 34.04 | 5.00 | |
| ENDING BALANCE | 14,099.31 | 14,068.35 | |
| | | | |
| **INCOME** | | | |
| BILLING - WATER/LATE FEES | 55,455.76 | 56,050.42 | 339,994.44 |
| INVOICES | 1,726.02 | 1,361.00 | 11,073.61 |
| MISCELLANEOUS/RECONNECT FEES/BANK FEES | | 20.00 | 80.00 |
| TAP FEES | | 350.00 | 1400.00 |
| MISCELLANOUS INCOME/Penalties | 1846.83 | 1955.88 | 11,309.99 |
| **TOTAL INCOME** | 59,028.61 | 59,737.30 | 363,858.04 |
| | | | |
| **Cash Deposits** | 1,504.23 | 1,885.69 | 11,626.16 |
| | | | |
| **EXPENSES** | | | |
| CHEMICALS | | | |
| CLARKSBURG WATER BOARD | 25,091.45 | 21,505.62 | 133,523.82 |
| DIRECTORS FEES | | | |
| LAB SERVICE/SAMPLING | 69.00 | 69.00 | 1111.00 |
| MAINTENANCE | 3,084.17 | 1,385.31 | 13,412.45 |
| MISCELLANEOUS EXPENSE | | | 519.64 |
| MUNICIPLE BOND | 4,656.44 | 4,656.44 | 27,938.64 |
| OFFICE SUPPLIES & EXPENSE | 394.23 | 504.21 | 4,633.25 |
| ONE TIME YEARLY FEES | | | 2,423.50 |
| OUTSIDE SERVICES/CONTRACT LABOR | 2380.00 | 3017.50 | 14,443.86 |
| CREDIT CARD FEES | 501.2 | 405.32 | 2,912.74 |
| ACCOUNTING FEES | | | |
| BRICKSTREET INSURANCE | | 520.00 | 520.00 |
| **PAGE 2** | | | |

| PAYROLL | | | |
|---|---|---|---|
| GROSS TOTAL WAGES | 14,238.90 | 14,177.96 | 84,395.48 |
| FICA & MEDICARE | 1,089.27 | 1,084.61 | 6,455.34 |
| RETIREMENT | 1,257.43 | 1,227.82 | 7,294.40 |
| PEIA - INSURANCE | 810.40 | 810.40 | 4,775.20 |
| PEIA - RHBT | 232.00 | 232.00 | 3,656.20 |
| TOTAL PSD PAYS | 17,628.00 | 17,532.79 | 106,576.62 |
| | | | |
| PROPERTY/LIABILITY & INJURIES INSURANCE | | 4,184.00 | 8,893.00 |
| SOFTWARE PROGRAMING | 1,000.00 | 911.59 | 1,911.59 |
| VEHICLE MAINTANCE | 1,827.21 | 758.52 | 3,362.19 |
| VEHICLE PAYMENT | 1,259.30 | 1,259.30 | 7,555.80 |
| GASOLINE | 883.03 | 953.59 | 5,799.29 |
| | | | |
| ELECTRIC | 1,905.85 | 1,565.94 | 10,003.31 |
| DOMINION | 199.64 | 104.01 | 580.97 |
| ENTERPRISE SANITATION | 98.25 | 98.25 | 587.63 |
| FRONTIER COMMUNICATIONS | 194.73 | 194.73 | 1,173.43 |
| WV 811 | 72.55 | 88.05 | 449.90 |
| **TOTAL EXPENSE** | 65,445.04 | 59,194.17 | 353,001.01 |

| SHORT LINE PSD | | | |
|---|---|---|---|
| FINANCIAL STATEMENT | | | |
| FOR THE PERIOD 11/01/2021 -11/31/2021 | | | |
| | CURRENT MONTH | PRIOR MONTH | FISCAL YEAR |
| | | | |
| **GENERAL FUND ACCOUNT** | | | |
| BEGINNING BALANCE | 58,311.11 | 54,803.65 | |
| CREDITS | 56,839.03 | 59,178.77 | |
| DEBITS | 56,015.42 | 55,503.56 | |
| ENDING BALANCE | 58,970.97 | 58,311.11 | |
| | | | |
| **RESERVE ACCOUNT** | | | |
| BEGINNING BALANCE | 30,011.21 | 33,108.40 | |
| CREDITS | 1,885.69 | 1,490.85 | |
| DEBITS | 5.00 | 4583.04 | |
| ENDING BALANCE | 31,891.90 | 30,011.21 | |
| | | | |
| **ESCROW CUSTOMER DEPOSIT ACCOUNT** | | | |
| BEGINNING BALANCE | 14,073.35 | 13,847.47 | |
| CREDITS | | 280.00 | |
| DEBITS | 5.00 | 49.12 | |
| ENDING BALANCE | 14,068.35 | 14,073.35 | |
| | | | |
| **INCOME** | | | |
| BILLING - WATER/LATE FEES | 56,050.42 | 56,752.19 | 284,538.68 |
| INVOICES | 1,361.00 | 2,259.91 | 9,347.59 |
| MISCELLANEOUS/RECONNECT FEES/BANK FEES | 20.00 | 40.00 | 80.00 |
| TAP FEES | 350.00 | 350.00 | 1400.00 |
| MISCELLANOUS INCOME/Penalties | 1955.88 | 2037.61 | 9,463.16 |
| **TOTAL INCOME** | 59,737.30 | 61,439.71 | 304,829.43 |
| | | | |
| **Cash Deposits** | 1,885.69 | 1,490.85 | 10,121.93 |
| | | | |
| **EXPENSES** | | | |
| CHEMICALS | | | |
| CLARKSBURG WATER BOARD | 21,505.62 | 22,115.77 | 108,432.37 |
| DIRECTORS FEES | | | |
| LAB SERVICE/SAMPLING | 69.00 | 69.00 | 1042.00 |
| MAINTENANCE | 1,385.31 | 3,777.27 | 10,328.28 |
| MISCELLANEOUS EXPENSE | | 519.64 | 519.64 |
| MUNICIPLE BOND | 4,656.44 | 4,656.44 | 23,282.20 |
| OFFICE SUPPLIES & EXPENSE | 504.21 | 1,005.62 | 4,239.02 |
| ONE TIME YEARLY FEES | | | 2,423.50 |
| OUTSIDE SERVICES/CONTRACT LABOR | 3017.50 | 2503.00 | 12,063.86 |
| CREDIT CARD FEES | 405.32 | 394.97 | 2,411.54 |
| ACCOUNTING FEES | | | |
| BRICKSTREET INSURANCE | | 520.00 | 520.00 |
| **PAGE 2** | | | |

| PAYROLL | | | |
|---|---|---|---|
| GROSS TOTAL WAGES | 14,177.96 | 14,119.80 | 70,156.58 |
| FICA & MEDICARE | 1,084.61 | 1,080.16 | 5,366.07 |
| RETIREMENT | 1,227.82 | 1,203.94 | 6,036.97 |
| PEIA - INSURANCE | 810.40 | 810.40 | 3,964.80 |
| PEIA - RHBT | 232.00 | 775.60 | 3,424.20 |
| TOTAL PSD PAYS | 17,532.79 | 17,989.90 | 88,948.62 |
| | | | |
| PROPERTY/LIABILITY & INJURIES INSURANCE | 4,184.00 | | 8,893.00 |
| SOFTWARE PROGRAMING | 911.59 | | 911.59 |
| VEHICLE MAINTANCE | 758.52 | | 1,534.98 |
| VEHICLE PAYMENT | 1,259.30 | 1,259.30 | 6,296.50 |
| GASOLINE | 953.59 | 949.63 | 4,916.26 |
| | | | |
| ELECTRIC | 1,565.94 | 1,656.82 | 8,097.46 |
| DOMINION | 104.01 | 85.59 | 381.33 |
| ENTERPRISE SANITATION | 98.25 | 98.25 | 489.38 |
| FRONTIER COMMUNICATIONS | 194.73 | 194.73 | 978.69 |
| WV 811 | 88.05 | 71.25 | 377.35 |
| **TOTAL EXPENSE** | 59,194.17 | 57,867.18 | 287,555.97 |

C-5

**Enlarged Hepzibah Public Service District**
**Regular Board Meeting**

**Monday**
**March 14, 2022**
5:00PM

**AGENDA**

1. Call meeting to order
2. Reading of the Minutes and Approval of Check Signing Document
3. Manager's Report
4. Old Business
5. New Business
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**