Wednesday July 20, 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

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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. --- Mon General Representative --- Jonathan Board

10:10 A.M. ---John Elko --- Fire Department Staffing Concerns

NEW BUSINESS – Action Items for Consideration or Approval:

1. Public Comment Period
2. Consent Agenda
3. Payroll Change Notices:
   A. Logan McCartney --- Discharged from Duty --- Temporary Summer Help --- Maintenance
4. Minutes and /or Amended Minutes of Previous Meeting:
   A. Regular Meeting Minutes 07-13-2022
5. Requisitions --- Purchase Orders --- Invoices
   A. Vendor Requisition List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application: (NONE)
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. 54 (07/20/22) --- MuniCap, Inc. $7,037.50
   B. Requisition for Payment No. (07/20/2022) --- MuniCap, Inc. $7,037.50
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 Giving $500 to Nutter fort Public Library for Handicap Ramp
10. Review - Discuss – Consider Changes to the Harrison County Policy and Procedures Regarding Contributions to Other Entities
    A. Previous Policy
    B. Revised Policy
11. Review – Discuss – Consider Permission to Travel --- Gina Jones & Michelle Tonkin --- 20th Cycle Grant Training --- Charleston, WV July 18, 2022 --- Grants Department
12. Review – Discuss – Consider Budget Revision for Vital Services
13. Review – Discuss – Consider Charles Pointe Series 2019 Excise Tax Bonds- Documents Relating to Trustee Replacement
    A. Charles Pointe Series 2019 Excise Tax Bonds- Documents Relating to Trustee Replacement
    B. Resolution on Amendment of Escrow Agreement
    C. Amendment to CED Assessment Escrow Agreement
    D. Amendment to Deed of Trust Escrow Agreement
14. Review – Discuss - Consider County making best and final offer to CSX Transportation, Inc. related to Gap-1 ROW, Coal District, Harrison County, West Virginia 26301 (Rail Trail) (potential executive session pursuant to 6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the County)
15. Administrator's Report
16. 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. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. Sun Valley PSD --- Meeting Minutes 06-14-2022
    2. Sun Valley PSD --- Financials 6-30-2022
    3. Greater Harrison County PSD --- Financials 06-30-2022
    4. Greater Harrison County PSD --- Agenda 07-21-2022

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

T-1. Election Workers Pay Raises (05-18-2022)
T-2. Changes to Employee Handbook Made by County Attorney (06-08-2022)

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
07/13/2022		| | |-| | |-| | | | |

NAME	ADDRESS
LOGAN McCARTNEY	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		MAINTENANCE	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) DISCHARGED FROM EMPLOYMENT DUE TO REPEATED WORKPLACE VIOLATIONS

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 07/13/2022
HUMAN RESOURCES MANAGER	DATE 07/13/2022

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4-A.

At the regular meeting of the County Commission of Harrison County held on Wednesday, July 13, 2022, Commissioners Susan J. Thomas, David Hinkle, and Patsy Trecost II were present. Also present were John Spires, County Clerk, and Laura Pysz, County Administrator. Commissioner Thomas opened the meeting and John Spires led those present in prayer. Thomas led in the Pledge of Allegiance to the Flag. All motions passed unanimously unless otherwise noted. Thomas stated Commissioner Trecost needs to leave at 11:00 am today.

Appointments:

10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

10:05 A.M. --- J.B. McCusky --- Demolition Program & Open Government /Project Mountaineer – Laura Pysz, County Administrator, stated this will rescheduled to a later date.

10:20 A.M. --- Funding Request --- James Griffin --- Black Heritage Festival – James Griffin spoke about their three day festival. Griffin spoke about a possible food pantry coming. Trecost made a motion to allocate $2,000.00. Hinkle asked why they were cutting back from their donation of $3,500.00 from two years ago to $2,000.00 this year. Hinkle would like to amend the donation to $3,500.00. Trecost amended his motion to $3,500,00. Motion carried.

10:30 A.M. --- Proclamation --- Patrick Matheny --- Vietnam Veteran - Thomas read a proclamation declaring Wednesday, July 13, 2022 as Patrick Matheny Day.

10:40 A.M. --- Funding Request --- Salem Apple Butter Festival --- Christy Howell – Christy Howell, president of Salem Apple Butter Festival, spoke about funding request for Salem Apple Butter Festival. Ms. Howell stated they returned their funds from last year since they did not have a festival. Trecost made a motion to give $3,500.00 for the festival. Motion carried.

10:50 A.M. --- Funding Request --- Lost Creek Community Festival --- Ron Watson – Ron Watson spoke about the 25th anniversary of the festival. The festival will be September 16th and 17th. Trecost made a motion to approve $3,500.00 for Lost Creek Community Festival. Motion carried. Hinkle wanted to point out how much the fairs and festivals mean to the communities.

NEW BUSINESS – Action Items for Consideration or Approval:

1. Public Comment Period – Tina Yoke, from the Clarksburg Visitors Bureau, spoke about their brochure and their website. Yoke spoke about a walking tour that they have for Clarksburg.
2. Consent Agenda- Trecost made a motion to approve. Motion carried.
3. Payroll Change Notices: Trecost made a motion to approve A-C. Motion carried.
   A. Corey Hagan --- Completed E911 Dispatch Training --- 911
   B. John Sedlock II--- Part – Time on Call --- Security
   C. Michael Hammond --- Security --- L.E.
4. Minutes and /or Amended Minutes of Previous Meeting: (NONE)
5. Requisitions --- Purchase Orders --- Invoices – Trecost made a motion to approve 5A. Hinkle asked if the bill submitted was a final bill for the rail trail. Laura Pysz, County Administrator, stated the bill was for Salem rail trail and she is waiting on one more bill for Shinnston. Motion carried.
   A. Vendor Requisition List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application: Trecost made a motion to approve 6A-C. Motion carried.
   A. Exonerations --- See Exhibit A
   B. Corrective Tickets --- See Exhibit B
   C. Apportionment of Jointly Owned Motor Vehicles --- See Exhibit C
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: Trecost made a motion to approve A-C. Motion carried.
   A. Requisition for Payment No. (07/13/22) --- $12,333.83
   B. Requisition for Payment No. 13 ---MuniCap, Inc. $50.00
   C. Requisition for Payment No. 53 --- MuniCap, Inc. $1,312.50
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: Trecost made a motion to approve. Motion carried.
   A. Requisition Number: # 69 --- Rycon Construction $303,928.80
9. Review – Discuss - Consider Permission to Travel --- Pegi Bailey --- State 911/OEM Directors Meeting --- Pineville, WV 07-29-2022 --- 911 – Trecost made a motion to approve. Motion carried.
10. Review - Discuss – Consider Re-appointment of Sam Caputo for Clarksburg-Harrison Regional Housing Authority (Term Expires 07-19-2022) – Trecost made a motion to approve. Motion carried.
11. Review – Discuss – Consider Coal Severence Budget Revision – Laura Pysz, explained the budget revision for the new fiscal year. Trecost made a motion to approve. Hinkle asked where Coal Severence was being moved to. Laura Pysz, County Administrator,

stated it is being moved to Capital Improvement. Thomas and Trecost voted yes. Hinkle voted no. Motion carried.

12. Review – Discuss – Consider Budget Revisions --- add the following amounts to Sheriff's 700 Budget – Trecost made a motion to approve and noted that the body cam is a 5 year lease. Hinkle asked for details about the 5-year lease. Motion carried.
    - 80,000 for Body cams line item 001-700-459-01
    - 25,000 for new equipment line item 001-700-459-00
    - 5,000 for investigations line item 001-700-233-00
13. Review - Discuss – Consider West Milford Water Project Phase 1 Requisition Request Trecost made a motion to approve. Laura Pysz, County Administrator, stated the money from ARP would be $10,860.00. The packet from West Milford was for a total of $115,294.00. Pysz stated that $75,000.00 comes off and $3,000.00 comes off, leaving a total of $37,294.50 due total for the ARPA funds. The application for payment application is $85,860.00. We will only be paying the $10,860.00 from the ARPA funds. Hinkle asked for the money to be approved be included in the motion. Hinkle asked how the original request got lost. Motion carried.
14. Administrator's Report - Laura Pysz, County Administrator, stated the RFP youth farm feasibility study is on the website. Pysz stated Trey Simmerman, attorney, has reviewed the Solid Waste Authority agreement and stated everything was OK. Greater Harrison just got approval from the USDA to take over Coon's Run PSD. The Hepzibah project will go out to bid in August for their water project. Pysz talked about the bonds between Lake Floyd and Hepzibah and their expected payment schedule.
15. Commissioner Comments – Questions – Hinkle asked for T-2 to be removed from the tabled items. Motion carried. Hinkle asked for T-1 to be removed from the tabled items. Motion carried. Hinkle would like to see T-3 back on the agenda. Trecost asked for the policy for funding fairs and festivals to be placed on next week's agenda.

Hinkle made a motion to take a recess at 10:24 am. Thomas and Trecost voted no. Hinkle voted yes. Motion failed.

Trecost made a motion to adjourn. Motion carried.

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

_____ _____

Susan J. Thomas, President Date

CHECK STATUS	VOID POSTDATE	CHECK NUMBER	CASH CODE	VENDOR NUMBER	VENDOR NAME	CHECK DATE	CHECK POST	RETURN DATE	CHECK AMOUNT
O		019634	01C01	32015	WV PEIA	06/29/2022	06/2022		169818.66
O		019635	01C01	32015RHB	WV PEIA RHBT	06/29/2022	06/2022		11751.80
O		019636	01C01	16188	GUARDIAN	06/29/2022	06/2022		13298.20
O		114090	01C01	32014	WV PUB EMP RETIE SYS CQ	06/29/2022	06/2022		59640.86
O		114091	01C01	32020	WV PUB EMP RETIRE SYS E	06/29/2022	06/2022		28745.70
O		114092	01C01	32221	WV DEP SHERIFFS RET SYS	06/29/2022	06/2022		23770.98
O		114093	01C01	32222	WV DEP SHERIFFS RET SYS	06/29/2022	06/2022		36355.64
O		114094	01C01	32222	WV DEP SHERIFFS RET SYS	06/29/2022	06/2022		.46
O		114095	01C01	10002	ACE HARDWARE INC	07/01/2022	07/2022		839.98
O		114096	01C01	10012	A-1 EXTERMINATING CO INC	07/01/2022	07/2022		173.25
O		114097	01C01	10101	MON POWER	07/01/2022	07/2022		22817.31
O		114098	01C01	10329	AT&T MOBILITY	07/01/2022	07/2022		120.72
O		114099	01C01	10454	RICHARD WILBUR III DBA	07/01/2022	07/2022		3240.00
O		114100	01C01	10462	AVENU INSIGHTS& ANALYTICS	07/01/2022	07/2022		8065.16
O		114101	01C01	10484	AMERICAN SECURITY CABINET	07/01/2022	07/2022		1601.00
O		114102	01C01	11042	BENNY'S BOOT HILL	07/01/2022	07/2022		116.91
O		114103	01C01	11422	BRIDGEPORT EXPRESS CARE	07/01/2022	07/2022		130.00
O		114104	01C01	12019	CLARKSBURG WATER BOARD	07/01/2022	07/2022		80.50
O		114105	01C01	12079	COVERTTRACK GROUP INC	07/01/2022	07/2022		1014.95
O		114106	01C01	12137	TOWN OF NUTTER FORT	07/01/2022	07/2022		452.05
O		114107	01C01	12580	COMMAND COMMUNICATIONS	07/01/2022	07/2022		1368.25
O		114108	01C01	12601	COMPILED TECHNOLOGIES	07/01/2022	07/2022		500.00
O		114109	01C01	14270	EVERTEL TECHNOLOGIES LLC	07/01/2022	07/2022		720.00
O		114110	01C01	15149	FRONTIER	07/01/2022	07/2022		14.13
O		114111	01C01	17010	DOMINION ENERGY WEST	07/01/2022	07/2022		67.06
O		114112	01C01	17015	HARRISON COUNTY BANK	07/01/2022	07/2022		34395.48
O		114113	01C01	17188	HARRISON COUNTY CHAMBER	07/01/2022	07/2022		785.00
O		114114	01C01	17288	HEASTER-HART LLC	07/01/2022	07/2022		1086.31
O		114115	01C01	17355	HINKLE COUNSELING &	07/01/2022	07/2022		337.50
O		114116	01C01	18158	InfoUSA MARKETING INC	07/01/2022	07/2022		584.00
V	07/2022	114117	01C01	19083	JEFFERDS CORPORATION	07/01/2022	07/2022		13000.00
O		114118	01C01	20132	KAY CASTO & CHANEY PLLC	07/01/2022	07/2022		5506.55
O		114119	01C01	22006	VISUAL EDGE, INC DBA	07/01/2022	07/2022		1054.35
O		114120	01C01	22340	MVB BANK	07/01/2022	07/2022		6533.23
O		114121	01C01	22387	MONROE SYSTEMS FOR	07/01/2022	07/2022		65.09
O		114122	01C01	22568	ZACH MEALEY	07/01/2022	07/2022		10.00
O		114123	01C01	23267	NCWV MEDIA	07/01/2022	07/2022		48069.81
O		114124	01C01	25289	PACE ENTERPRISES OF WVINC	07/01/2022	07/2022		534.45
O		114125	01C01	28034	SANDY'S SERVISTAR INC	07/01/2022	07/2022		16.18
O		114126	01C01	28039	SKASIKS QUALITY CLEANERS	07/01/2022	07/2022		646.60
O		114127	01C01	28042	SHINNSTON VOL FIRE DEPT	07/01/2022	07/2022		30000.00
O		114128	01C01	28362	STATE ELECTRIC SUPPLY INC	07/01/2022	07/2022		125.04
O		114129	01C01	28449	LEANN SHUCK	07/01/2022	07/2022		21.45
O		114130	01C01	28547	SHOE CARNIVAL	07/01/2022	07/2022		89.99
O		114131	01C01	28634	STATIONERS INC	07/01/2022	07/2022		1879.44
O		114132	01C01	28645	SHAFFER'S PRINTING INC	07/01/2022	07/2022		3439.00
O		114133	01C01	29109	THE THRASHER GROUP INC	07/01/2022	07/2022		7160.00
O		114134	01C01	29158	TRAPUZZANO'S UNIFORMS	07/01/2022	07/2022		1260.00
O		114135	01C01	29660	H.A.T. SERVICES LLC DBA	07/01/2022	07/2022		375.00
O		114136	01C01	30024	US CELLULAR	07/01/2022	07/2022		2882.93
O		114137	01C01	30058	UNIFIRST CORPORATION	07/01/2022	07/2022		513.96

CHECK STATUS	VOID POSTDATE	CHECK NUMBER	CASH CODE	VENDOR NUMBER	VENDOR NAME	CHECK DATE	CHECK POST	RETURN DATE	CHECK AMOUNT
O		114138	01C01	32013	WV ASSN OF COUNTIES	07/01/2022	07/2022		240.00
O		114139	01C01	32251	THE WATER SHOP INC	07/01/2022	07/2022		31.50
O		114140	01C01	32426	JOHN WICKLINE	07/01/2022	07/2022		285.60
O		114141	01C01	32512	WEST VIRGINIA OUTDOOR	07/01/2022	07/2022		54.99
O		114142	01C01	33001	XEROX CORPORATION	07/01/2022	07/2022		351.39
O		114143	01C01	33002	XTREME FITNESS LLC	07/01/2022	07/2022		800.00
O		114144	01C01	10220	JAMIE ARMSTRONG	07/01/2022	07/2022		215.72
O		114145	01C01	10329	AT&T MOBILITY	07/01/2022	07/2022		2783.23
O		114146	01C01	12081	CLAYMAN & ASSOCIATES PLLC	07/01/2022	07/2022		1150.00
O		114147	01C01	13210	PATRICIA DETTORI	07/01/2022	07/2022		206.89
O		114148	01C01	14269	SAMANTHA ELKINS	07/01/2022	07/2022		191.24
O		114149	01C01	19001	JAMES & LAW COMPANY	07/01/2022	07/2022		9140.00
O		114150	01C01	21189	JOHN LANHAM	07/01/2022	07/2022		236.62
O		114151	01C01	22003	KRISTINA MARSHALL	07/01/2022	07/2022		166.45
O		114152	01C01	22294	JOHN JOE MADIA	07/01/2022	07/2022		234.68
O		114153	01C01	25226	LAURA PICKENS	07/01/2022	07/2022		46.52
O		114154	01C01	25386	POS SUPPLY SOLUTIONS	07/01/2022	07/2022		39.50
O		114155	01C01	27199	RACHEL ROMANO	07/01/2022	07/2022		161.10
O		114156	01C01	27281	DANIELLE RINKER	07/01/2022	07/2022		80.02
O		114157	01C01	28228	STAPLES CREDIT PLAN	07/01/2022	07/2022		954.79
O		114158	01C01	28584	JAMES BRIAN SHOCKLEY	07/01/2022	07/2022		197.59
O		114159	01C01	29638	TOUCHBOARDS	07/01/2022	07/2022		9949.96
V		114160	01	*** Manually voided check ***		07/01/2022			.00
V		114161	01	*** Manually voided check ***		07/01/2022			.00
O		114162	01C01	29653	TRUIST BANK	07/01/2022	07/2022		5462.66
O		114163	01C01	32013	WV ASSN OF COUNTIES	07/01/2022	07/2022		80.00
O		114164	01C01	32037	THE WV STATE BAR	07/01/2022	07/2022		3000.00
O		114165	01C01	32247	WILLIAM WALKER	07/01/2022	07/2022		284.54
O		114166	01C01	21010	LOWE'S	07/05/2022	07/2022		3808.21
O		114167	01C01	28228	STAPLES CREDIT PLAN	07/05/2022	07/2022		9098.33
					BANK ID 01 00081 CHECKS TO 00081 VENDORS FOR				594326.46
O		000422	06C06	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		5203.37
					BANK ID 06 00001 CHECKS TO 00001 VENDORS FOR				5203.37
O		004844	07C07	32014	WV PUB EMP RETIE SYS CQ	06/29/2022	06/2022		16646.12
O		004845	07C07	32020	WV PUB EMP RETIRE SYS E	06/29/2022	06/2022		8115.03
O		004846	07C07	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		22966.36
O		004847	07C07	15149	FRONTIER	07/05/2022	07/2022		7166.60
O		004848	07C07	15232	FRONTIER COMMUNICATIONS	07/05/2022	07/2022		766.00
O		004849	07C07	17288	HEASTER-HART LLC	07/05/2022	07/2022		185.64
O		004850	07C07	12643	CHARLES POINTE COMMERCE	07/05/2022	07/2022		342.88
					BANK ID 07 00007 CHECKS TO 00007 VENDORS FOR				56188.63
O		001762	08C08	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		34000.00
O		001763	08C08	19001	JAMES & LAW COMPANY	07/05/2022	07/2022		184.68

CHECK STATUS	VOID POSTDATE	CHECK NUMBER	CASH CODE	VENDOR NUMBER	VENDOR NAME	CHECK DATE	CHECK POST	RETURN DATE	CHECK AMOUNT
O		001764	08C08	30024	US CELLULAR	07/05/2022	07/2022		385.74
					BANK ID 08 00003 CHECKS TO 00003 VENDORS FOR				34570.42
O		001204	19C19	10101	MON POWER	06/30/2022	06/2022		41.52
					BANK ID 19 00001 CHECKS TO 00001 VENDORS FOR				41.52
O		001090	28C28	10101	MON POWER	07/05/2022	07/2022		600.01
					BANK ID 28 00001 CHECKS TO 00001 VENDORS FOR				600.01
O		001091	46C46	10101	MON POWER	07/05/2022	07/2022		666.99
O		001092	46C46	13352	JOHN DEERE FINANCIAL	07/05/2022	07/2022		147.00
O		001093	46C46	21010	LOWE'S	07/05/2022	07/2022		155.00
					BANK ID 46 00003 CHECKS TO 00003 VENDORS FOR				968.99
O		010474	56C56	32014	WV PUB EMP RETIE SYS CQ	06/29/2022	06/2022		5624.67
O		010475	56C56	32020	WV PUB EMP RETIRE SYS E	06/29/2022	06/2022		2799.37
O		010476	56C56	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		6347.92
					BANK ID 56 00003 CHECKS TO 00003 VENDORS FOR				14771.96
O		001099	59C59	22059	AMY MACCOLEMAN	07/05/2022	07/2022		50.00
O		019637	59C59	28072	WV STATE TREASURERS OFFIC	07/01/2022	07/2022		1325.00
					BANK ID 59 00002 CHECKS TO 00002 VENDORS FOR				1375.00
O		004994	72C72	32014	WV PUB EMP RETIE SYS CQ	06/29/2022	06/2022		7432.64
O		004995	72C72	32020	WV PUB EMP RETIRE SYS E	06/29/2022	06/2022		3895.55
O		004996	72C72	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		10773.30
O		004997	72C72	10365	ALCOHOL MONITORING	07/05/2022	07/2022		1038.80
O		004998	72C72	21010	LOWE'S	07/05/2022	07/2022		20.80
O		004999	72C72	22607	MICRO DISTRIBUTING II,LTD	07/05/2022	07/2022		997.80
O		005000	72C72	24072	OLYMBEC USA, LLC	07/05/2022	07/2022		8800.00
O		005001	72C72	28228	STAPLES CREDIT PLAN	07/05/2022	07/2022		210.69
O		005002	72C72	28583	RICHARD H SOUTHALL	07/05/2022	07/2022		369.14
O		005003	72C72	32251	THE WATER SHOP INC	07/05/2022	07/2022		26.25
V	07/2022	005004	72C72	29653	TRUIST BANK	07/05/2022	07/2022		895.00
O		005005	72C72	29653	TRUIST BANK	07/05/2022	07/2022		895.00
					BANK ID 72 00012 CHECKS TO 00012 VENDORS FOR				35354.97
O		010221	77C77	32014	WV PUB EMP RETIE SYS CQ	06/29/2022	06/2022		5412.47
O		010222	77C77	32020	WV PUB EMP RETIRE SYS E	06/29/2022	06/2022		2682.11
O		010223	77C77	32221	WV DEP SHERIFFS RET SYS	06/29/2022	06/2022		433.47
O		010224	77C77	32222	WV DEP SHERIFFS RET SYS	06/29/2022	06/2022		662.96
O		010225	77C77	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		6480.96
O		010226	77C77	16013	GENERAL COUNTY FUND	06/29/2022	06/2022		2025.75
O		010227	77C77	10011	ANIMAL CONTROL & CARE	07/01/2022	07/2022		1800.00

CHECK STATUS	VOID POSTDATE	CHECK NUMBER	CASH CODE	VENDOR NUMBER	VENDOR NAME	CHECK DATE	CHECK POST	RETURN DATE	CHECK AMOUNT
O		010228	77C77	10012	A-1 EXTERMINATING CO INC	07/01/2022	07/2022		125.00
O		010229	77C77	10101	MON POWER	07/01/2022	07/2022		1376.03
V	07/2022	010230	77C77	10158	AMAZON.COM	07/01/2022	07/2022		79.17
O		010231	77C77	10341	AMOS PAVING & EXCAVATING	07/01/2022	07/2022		7000.00
O		010232	77C77	11067	VARSITY BRANDS HOLDING CO	07/01/2022	07/2022		631.87
O		010233	77C77	12006	CASTO TECHNICAL SERVICES	07/01/2022	07/2022		1179.38
O		010234	77C77	12158	CONTINENTAL COFFEE &	07/01/2022	07/2022		589.50
O		010235	77C77	13305	DOCUFAX SOLUTIONS INC	07/01/2022	07/2022		789.00
O		010236	77C77	13352	JOHN DEERE FINANCIAL	07/01/2022	07/2022		569.75
O		010237	77C77	15149	FRONTIER	07/01/2022	07/2022		278.92
O		010238	77C77	17010	DOMINION ENERGY WEST	07/01/2022	07/2022		37.09
O		010239	77C77	17012	HARRISON-CLARKSBURG	07/01/2022	07/2022		400.00
O		010240	77C77	17288	HEASTER-HART LLC	07/01/2022	07/2022		645.10
O		010241	77C77	17396	TARA HODGE	07/01/2022	07/2022		9.36
O		010242	77C77	19001	JAMES & LAW COMPANY	07/01/2022	07/2022		711.18
O		010243	77C77	19161	JIMMY GLASSCOCK II DBA	07/01/2022	07/2022		8200.00
O		010244	77C77	21010	LOWE'S	07/01/2022	07/2022		722.82
O		010245	77C77	22034	MCCARTY'S PORT TOILET INC	07/01/2022	07/2022		1075.00
O		010246	77C77	22094	MICHEL INC	07/01/2022	07/2022		97.00
O		010247	77C77	22149	WASTE MANAGEMENT WV INC	07/01/2022	07/2022		179.88
O		010248	77C77	22205	CKBWV INC DBA MARSH	07/01/2022	07/2022		172.10
O		010249	77C77	23182	NEELS FENCE COMPANY, INC	07/01/2022	07/2022		6200.00
O		010250	77C77	27034	REEP GRAPHICS, LLC	07/01/2022	07/2022		2511.43
O		010251	77C77	28034	SANDY'S SERVISTAR INC	07/01/2022	07/2022		383.55
O		010252	77C77	28039	SKASIKS QUALITY CLEANERS	07/01/2022	07/2022		179.10
O		010253	77C77	28486	DONNA STUART	07/01/2022	07/2022		149.06
O		010254	77C77	28491	ELIZABETH KEOUGH	07/01/2022	07/2022		9.59
O		010255	77C77	28663	MARIO SPAGNUOLO DBA	07/01/2022	07/2022		800.00
O		010256	77C77	29653	TRUIST BANK	07/01/2022	07/2022		201.23
O		010257	77C77	30024	US CELLULAR	07/01/2022	07/2022		454.10
O		010258	77C77	30058	UNIFIRST CORPORATION	07/01/2022	07/2022		64.05
O		010259	77C77	30061	UNITED LABORATORIES INC	07/01/2022	07/2022		288.22
O		010260	77C77	12090	AMANDA B CAHILL	07/05/2022	07/2022		5352.50
O		010261	77C77	29653	TRUIST BANK	07/05/2022	07/2022		215.54

BANK ID 77 00041 CHECKS TO 00041 VENDORS FOR 61174.24

FINAL REPORT 00155 CHECKS TO 00155 VENDORS FOR 804575.57

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

July 20, 2022

5-A

Date of Meeting	June 15, 2022		
Work Order Number	Vendor Name	Amount of Invoice-Quote	Description
39946	Vertical Transport Consulting	$894.66	Elevator Inspections
39924	CDWG	$482.78	Scanner - Animal Control
39923	CDWG	$1,448.34	Scanners
39901	Alere Toxocology Services, Inc.	$50,618.40	Lab tests
39915	Industrial/Organizational Solutions, Inc.	$3,394.00	Test - New Hire & Promotions
39918	US Cellular	$2,702.34	Cell Phones
39917	Truist	$784.23	Law Enforcement
39908	Auto Trim	$650.00	Graphics
39905	WV Paging	$7.00	Pager
39906	Skasik's Cleaners	$264.45	Cleaning Uniforms
39911	Truist	$310.03	Nuzum
39891	Advance Auto Parts AAP Financial Services	$49.54	Comm Corr--Maintenance Spare Unit
39900	Alcohol Monitoring Systems, Inc.	$795.00	Daily Monitroring Fees
39889	Chenoweth Ford, Inc.	$234.96	Motor Assy
39878	Uline Inc.: Accounts Receivable	$111.70	Shrink Wrap-Comm Corrections
39929	Truist Bank	$371.08	Summer Seminar --- Food
39927	El Paso County Sheriff Department	$110.00	Process Service - Pros Atty
39926	El Paso County Sheriff Department	$110.00	Process Service - Pros Atty
39928	LeAnn Shuck	$21.40	Wellness
39943	Frontier	$5,288.53	Bureau
39942	True Value	$55.95	Line Trimmer
39941	Shinnston Ace Hardware	$77.88	Maintenance --- Parts
39940	A-1 Exterminating Co.	$173.25	Pest Control -Public Safety Bld
39939	JT Martin Fire & Safety	$323.35	Inspection - Extinguishers
39945	Batman's Trophies & Awards	$31.20	Wall Bracket & Plastic
39938	The Arc	$320.00	June 2022--- 32 Hrs.
39937	US Cellular	$1,968.08	Commission Phone lines
39936	US Cellular	$10,353.02	Tablets/Modems
39935	Frontier	$29.30	Sheriff's Office
39934	MCM	$326.25	Copy Rental
39933	MCM	$479.98	Black Toner-Assessor
39932	McNeil & Co.	$14,609.51	Ins-- Spelter VFD
39961	Chenoweth Ford, Inc.	$215.76	Hub Asy---Mortor Asy
39960	Fisher Auto Parts	$18.36	ACS -- Oil Filter & Oil
39969	Fisher Auto Parts	$136.78	Battery
39958	Fisher Auto Parts	$883.02	Parts -- Garage
39957	True Value	$14.27	Maintenance Supplies
39956	Lowe'S	$55.33	Trailer Repair
39955	Posey's Auto Wrecking	$30.00	Misc Parts-- Wheel
39954	Whaley Distributing	$109.00	Paint -- Shop
39953	Salem Apple Butter Festival	$3,500.00	Special Funding
39952	Lost Creek Community Festival	$3,500.00	Special Funding

July 20, 2022

39951	Black Hertiage Festival	$3,500.00	Special Funding
39949	West Virginia Paging	$81.00	Magistrate Court -- Pagers
39973	Circuit Clerk of Harrison County	$200.00	Michael Lyons - filing Fee
39976	Harrison County Sheriff	$25.00	EmilyVirginia Rockwell-Process fee
39975	Circuit Clerk of Harrison County	$200.00	EmilyVirginia Rockwell-Filing fees
39974	Harrison County Sheriff	$25.00	Michael Lyons - Process Service
39971	Circuit Clerk of Harrison County	$230.00	Randy Bise Jr. & Robin Bise-Filing Fees
39972	Harrison County Sheriff	$50.00	Randy Bise Jr. & Robin Bise-Filing Fees
39969	Circuit Clerk of Harrison County	$245.00	Charles,Dana&JamesCrites-filing fees
39970	Harrison County Sheriff	$75.00	Charles,Dana&JamesCrites-filing fees
39947	C. Renee Courtney	$37.13	Pruichase Reimbursement
39965	Rhode Island Novelty	$499.95	Prizes for upcoming family events
39968	Central Supply Co.	$4,340.34	Handicap Parking Lot HCPR
39964	Donna Stuart	$60.66	Travel Reimbursement
39966	Harrison County Clerk	$12.00	Susan Medora Rawlings-Filing Fee
39893	True Value	$72.53	Trimmer Repairs - Salem Tower
39913	Universal Engineering & Contracting	$826.92	Replace Block Heater -Generator
39904	ID Wholesaler	$551.98	Security Access Cards
39950	National Public Safety Educator Forum	$30.00	Conference Registration-Becca Martin
39963	NAVEX Global Inc.	$4,190.93	Online Training
39907	Casto Technical Services	$1,293.71	Repairs to Salem Tower
39962	MCM	$75.99	Staples for Copier Parks & Rec
39930	Marsh Hardware	$44.72	Paint --- Parks & Rec
39931	Sandy's True Value	$34.42	Energy Express --- Parks & Rec
39916	James & Law	$635.05	Toner Main Office-Parks & Rec
County Clerk	Sheriff & Treasurer of Harrison County	$1,565.51	Funds Reimbursement
County Clerk	H.C. Financial Stablizaation	$1,078,911.02	Reimburesment - 911 Center
County Clerk	General Fund	$1,078,911.02	Transfer of Funds
County Clerk	Curtis Diaz	$96.00	Wellness Reimbursement
County Clerk	Spec Print	$350.00	Tax Map & ownership Atlas
	Total	$2,283,029.61	

7-A

FORM OF REQUISITION FOR PAYMENT FROM
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. 54 (07/20/22)

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

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

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

3. The total amount requested to be disbursed pursuant to this Requisition is **$ 7,037.50**. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Issuer, the District Board, the Developer or Site Developer as reimbursement to the Issuer, the District Board, the Developer or Site Developer

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

(b) **$ 7,037.50** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **20th day of July, 2022.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #012022-264	Dated: 01/25/2022	$ 309.37
MuniCap, Inc.	Invoice #022022-050	Dated: 02/25/2022	$ 1,209.38
MuniCap, Inc.	Invoice #042022-250	Dated: 07/07/2022	$ 5,518.75
		Total	**$ 7,037.50**

The amounts above reflect 50% of total invoice.
(All listed invoices are attached to this requisition)

50% of invoice to be paid through 2008A bonds
50% of invoice to be paid through 20019 A&B Bonds

INVOICE

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

Invoice Date	Invoice #
2/25/2022	022022-050

Balance Due $2,418.75

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

or

Wire Instructions:

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
2/25/2022	022022-050

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

Terms	Client #
Net 30, ...	2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Assoc (KMO)	1/7/2022	Attend client meeting regarding project and share notes internally.	0.5	87.50
Vice Pres (MM)	1/7/2022	Call to discuss bond projections.	0.5	125.00
Assoc (KMO)	1/17/2022	Attend internal meeting regarding project.	0.25	43.75
Vice Pres (MM)	1/17/2022	Discuss projections with associates.	0.25	62.50
Assoc (KMO)	1/19/2022	Incorporate development summary into projections, begin additional updates, research comparable properties.	2	350.00
Assoc (KMO)	1/20/2022	Examine previous projections, draft and send questions to point of contact, research comparable properties.	3	525.00
Assoc (KMO)	1/21/2022	Research comparable properties, continue projection updates, correspond with point of contact regarding project details.	2.25	393.75
Assoc (KMO)	1/24/2022	Review materials and update colleagues on project status.	0.5	87.50
Assoc (KMO)	1/26/2022	Review project materials and speak with county to set a call with assessor.	1	175.00
Assoc (KMO)	1/27/2022	Schedule call with assessor.	0.25	43.75
Assoc (KMO)	1/30/2022	Draft questions to send to assessor and research income cap assumptions.	2.75	481.25
Assoc (KMO)	1/31/2022	Correspond with client point of contact regarding project information.	0.25	43.75
		Subtotal Fees:		2,418.75

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

Total **$2,418.75**

MNS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
4/25/2022	042022-250

Balance Due

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

or

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

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

Bill To:
Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project	Charles Pointe Consulting	2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
4/25/2022	042022-250

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

Terms	Client #
Net 30, ...	2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Assoc (KMO)	3/7/2022	Review client comments on projections.	0.25	43.75
Assoc (KMO)	3/8/2022	Respond to client email and begin incorporating comments on projections.	0.25	43.75
Assoc (KMO)	3/9/2022	Finish incorporating client comments and send for internal review.	2.75	481.25
Assoc (KMO)	3/10/2022	Review administrative reports to respond to client questions, update projections.	0.75	131.25
Assoc (KMO)	3/11/2022	Review additional administrative reports, begin sales tax projections.	1	175.00
Assoc (KMO)	3/14/2022	Review existing administrative reports and excise tax projections to determine questions and changes for excise tax projection updates.	2	350.00
Assoc (KMO)	3/15/2022	Discuss project internally, send updated draft of real and personal property tax projections to client.	0.75	131.25
Assoc (KMO)	3/16/2022	Review excise tax projections and draft questions for discussion.	0.5	87.50
Assoc (KMO)	3/17/2022	Make additional changes to projections and discuss project questions internally.	1.75	306.25
Sr VP (DS)	3/17/2022	Update projections.	2	550.00
Assoc (KMO)	3/18/2022	Attend call with client and update excise tax projections.	4.75	831.25
Sr VP (DS)	3/18/2022	Review projections with Stifel.	1	275.00
Assoc (KMO)	3/19/2022	Review comparable properties sent by developer, update property tax projections.	2.75	481.25
Assoc (KMO)	3/21/2022	Update property tax projections and discuss internally.	3.75	656.25
Sr VP (DS)	3/21/2022	Review projections and provide instructions to associate.	2	550.00
Vice Pres (MM)	3/22/2022	Review questions and provide information related to excise tax revenues and TIF revenues.	0.75	187.50
Assoc (KMO)	3/22/2022	Make additional updates to structure and format of property tax and excise tax projections.	7.5	1,312.50
Vice Pres (MM)	3/23/2022	Assist with questions on excise tax revenues.	0.25	62.50
Assoc (KMO)	3/23/2022	Make additional updates to data, structure, and format of excise tax projections and discuss internally.	6.75	1,181.25
Assoc (KMO)	3/24/2022	Make additional updates to all aspects of excise tax projections and review internally.	6.5	1,137.50

Total

MNS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
4/25/2022	042022-250

Balance Due $11,037.50

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

or

Wire Instructions:

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 4/25/2022

Invoice # 042022-250

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

Terms	Client #
Net 30, ...	2263

Project Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Sr VP (DS)	3/27/2022	Update financial projections.	4	1,100.00
Assoc (KMO)	3/29/2022	Review updated development information sent by client.	0.75	131.25
Assoc (KMO)	3/30/2022	Incorporate new development assumptions into property tax projections.	0.75	131.25
Assoc (KMO)	3/31/2022	Update excise tax projections based on new development information.	4	700.00
		Subtotal Fees:		11,037.50

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

Total **$11,037.50**

INVOICE

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

Invoice Date	Invoice #
1/25/2022	012022-264

Balance Due $618.75

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

or

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

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

Bill To:
Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
1/25/2022	012022-264

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

Project: Charles Pointe Consulting

Terms	Client #
Net 30, ...	2263

Item	DATE	Description	Hrs	Amount
Vice Pres (MM)	12/15/2021	Call with associates to discuss projections.	0.25	56.25
Sr Assoc (PJL)	12/16/2021	Attend call with associate to discuss project.	0.5	87.50
Vice Pres (MM)	12/16/2021	Review information provided by Stifel and discuss with associates.	1	225.00
Sr VP (DS)	12/16/2021	Review materials. Discussion with associates.	1	250.00
		Subtotal Fees:		618.75

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

Total **$618.75**

MNS

Billing Inquiries? Call (443) 539-4104

E

7-B

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (07/20/22)

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

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

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

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

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$7,037.50.**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$7,037.50.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$7,037.50** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **20th day of July, 2022**.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #012022-264	Dated: 01/25/2022	$ 309.37
MuniCap, Inc.	Invoice #022022-050	Dated: 02/25/2022	$ 1,209.38
MuniCap, Inc.	Invoice #042022-250	Dated: 07/07/2022	$ 5,518.75
	Total		**$ 7,037.50**

The amounts above reflect 50% of total invoice.
(All listed invoices are attached to this requisition)

50% of invoice to be paid through 2008A bonds
50% of invoice to be paid through 20019 A&B Bonds

INVOICE

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

Invoice Date	Invoice #
2/25/2022	022022-050

Balance Due $2,418.75

Remit check to:

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

or

Wire Instructions:

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
2/25/2022	022022-050

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

Terms	Client #
Net 30, ...	2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Assoc (KMO)	1/7/2022	Attend client meeting regarding project and share notes internally.	0.5	87.50
Vice Pres (MM)	1/7/2022	Call to discuss bond projections.	0.5	125.00
Assoc (KMO)	1/17/2022	Attend internal meeting regarding project.	0.25	43.75
Vice Pres (MM)	1/17/2022	Discuss projections with associates.	0.25	62.50
Assoc (KMO)	1/19/2022	Incorporate development summary into projections, begin additional updates, research comparable properties.	2	350.00
Assoc (KMO)	1/20/2022	Examine previous projections, draft and send questions to point of contact, research comparable properties.	3	525.00
Assoc (KMO)	1/21/2022	Research comparable properties, continue projection updates, correspond with point of contact regarding project details.	2.25	393.75
Assoc (KMO)	1/24/2022	Review materials and update colleagues on project status.	0.5	87.50
Assoc (KMO)	1/26/2022	Review project materials and speak with county to set a call with assessor.	1	175.00
Assoc (KMO)	1/27/2022	Schedule call with assessor.	0.25	43.75
Assoc (KMO)	1/30/2022	Draft questions to send to assessor and research income cap assumptions.	2.75	481.25
Assoc (KMO)	1/31/2022	Correspond with client point of contact regarding project information.	0.25	43.75
		Subtotal Fees:		2,418.75

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

Total **$2,418.75**

MNS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
4/25/2022	042022-250

Balance Due

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

or

Wire Instructions:

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
4/25/2022	042022-250

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

Project: Charles Pointe Consulting

Terms	Client #
Net 30, ...	2263

Item	DATE	Description	Hrs	Amount
Assoc (KMO)	3/7/2022	Review client comments on projections.	0.25	43.75
Assoc (KMO)	3/8/2022	Respond to client email and begin incorporating comments on projections.	0.25	43.75
Assoc (KMO)	3/9/2022	Finish incorporating client comments and send for internal review.	2.75	481.25
Assoc (KMO)	3/10/2022	Review administrative reports to respond to client questions, update projections.	0.75	131.25
Assoc (KMO)	3/11/2022	Review additional administrative reports, begin sales tax projections.	1	175.00
Assoc (KMO)	3/14/2022	Review existing administrative reports and excise tax projections to determine questions and changes for excise tax projection updates.	2	350.00
Assoc (KMO)	3/15/2022	Discuss project internally, send updated draft of real and personal property tax projections to client.	0.75	131.25
Assoc (KMO)	3/16/2022	Review excise tax projections and draft questions for discussion.	0.5	87.50
Assoc (KMO)	3/17/2022	Make additional changes to projections and discuss project questions internally.	1.75	306.25
Sr VP (DS)	3/17/2022	Update projections.	2	550.00
Assoc (KMO)	3/18/2022	Attend call with client and update excise tax projections.	4.75	831.25
Sr VP (DS)	3/18/2022	Review projections with Stifel.	1	275.00
Assoc (KMO)	3/19/2022	Review comparable properties sent by developer, update property tax projections.	2.75	481.25
Assoc (KMO)	3/21/2022	Update property tax projections and discuss internally.	3.75	656.25
Sr VP (DS)	3/21/2022	Review projections and provide instructions to associate.	2	550.00
Vice Pres (MM)	3/22/2022	Review questions and provide information related to excise tax revenues and TIF revenues.	0.75	187.50
Assoc (KMO)	3/22/2022	Make additional updates to structure and format of property tax and excise tax projections.	7.5	1,312.50
Vice Pres (MM)	3/23/2022	Assist with questions on excise tax revenues.	0.25	62.50
Assoc (KMO)	3/23/2022	Make additional updates to data, structure, and format of excise tax projections and discuss internally.	6.75	1,181.25
Assoc (KMO)	3/24/2022	Make additional updates to all aspects of excise tax projections and review internally.	6.5	1,137.50

Total

INVOICE

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

Invoice Date	Invoice #
4/25/2022	042022-250

Balance Due $11,037.50

Remit check to:

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

or

Wire Instructions:

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

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

Bill To:

Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project	Charles Pointe Consulting	2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
4/25/2022	042022-250

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

Terms	Client #
Net 30, ...	2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
Sr VP (DS)	3/27/2022	Update financial projections.	4	1,100.00
Assoc (KMO)	3/29/2022	Review updated development information sent by client.	0.75	131.25
Assoc (KMO)	3/30/2022	Incorporate new development assumptions into property tax projections.	0.75	131.25
Assoc (KMO)	3/31/2022	Update excise tax projections based on new development information.	4	700.00
		Subtotal Fees:		11,037.50

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

Total **$11,037.50**

INVOICE

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

Invoice Date	Invoice #
1/25/2022	012022-264

Balance Due $618.75

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

or

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

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

Bill To:
Mrs. Susan Thomas
County Commission of Harrison County WV
301 West Main Street
Clarksburg, WV 26301

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
1/25/2022	012022-264

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

Project: Charles Pointe Consulting

Terms	Client #
Net 30, ...	2263

Item	DATE	Description	Hrs	Amount
Vice Pres (MM)	12/15/2021	Call with associates to discuss projections.	0.25	56.25
Sr Assoc (PJL)	12/16/2021	Attend call with associate to discuss project.	0.5	87.50
Vice Pres (MM)	12/16/2021	Review information provided by Stifel and discuss with associates.	1	225.00
Sr VP (DS)	12/16/2021	Review materials. Discussion with associates.	1	250.00
		Subtotal Fees:		618.75

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

Total **$618.75**

MNS

Billing Inquiries? Call (443) 539-4104

E

BK0087 PG0603

Harrison County
Susan J Thomas, Clerk
Instrument 201700006012
02/23/2017 @ 03:57:15 PM
GENERAL ORDER
Book 87 @ Page 603
Pages Recorded 5

10A
Old Policy

THURSDAY, FEBRUARY 23, 2017

County Commission

ORDER

Policy & Procedure Regarding Contributions to Other Entities

County Commission of Harrison County, West Virginia
ORDER
Harrison County Community Improvement Fund -- Number 026
Harrison County General Fund -- Number 001
Policy and Procedure Regarding Contributions to Other Entities

Whereas, the Harrison County Commission has previously authorize a special fund, namely the Harrison County Community Improvement Fund (Number 026); and

Whereas, the Harrison County Commission maintains a General Fund (Number 001) as authorized and required by statute and/or regulations; and

Whereas, the Community Improvement Fund will be utilized for contributions for fairs, festivals and/or other special funding requests approved by the Harrison County Commission as originally set forth in the establishment of the Fund; and

Whereas, the General County Fund may be utilized for any lawful expenditure which may include contributions to fairs and festivals and/or special funding requests, and

Whereas, the Harrison County Commission, by this Order, set forth the same for any contribution to any entity, as set forth herein.

Now, therefore, it is the Order of the Harrison County Commission that any contribution to any entity shall comply with the following policy and procedure unless otherwise expressly indicated. A contribution may be considered for funding only upon proper documentation being presented to the Office of the Harrison County Commission, which shall include, but not be limited to:

a) "Harrison County Commission Special Funding Request Form", the most recent copy attached and included for reference,
b) All requested documentation as outlined in the "Special Funding Request Form",
c) If previously funded, the "Final Report of the Special Funding Request Form", the most recent copy attached and included for reference.

Now, therefore be it further resolved, funding requests from fairs and festivals, including but not limited to the following, will be considered throughout the year. Such allocation will be $1,000 for a one day event and $2,000 for an event of more than one day.

1. Apple Butter Festival – City of Salem
2. Fort New Salem Holiday - Christmas Activity
3. Frontier Days – City of Shinnston
4. Glen Elk Village Wine Musical & Arts Festival
5. Jesus Fest
6. Johnstown CEOS Community Fair
7. Lost Creek Community Festival
8. North Central WV Scottish Festival
9. Pine Bluff Fall Festival
10. St. Spyridon Greek Food Festival
11. Town of Lumberport Annual - Eagle District Fair
12. Town of West Milford Wheel Fair & Festival
13. Wallace VFD Fair & Festival
14. WV Black Heritage Festival
15. WV Blackberry Festival
16. WV Italian Heritage Festival

THURSDAY, FEBRUARY 23, 2017

County Commission ORDER

Policy & Procedure Regarding Contributions to Other Entities

Now, therefore be it further resolved, funding requests from any other entity or agency must be submitted to the Office of the Harrison County Commission on or before March 1st to be considered for funding in the budget for the next fiscal year, which would begin July 1st and end June 30th. For the fiscal year beginning July 1, 2017 and ending June 30, 2018, the submission deadline for a special funding request will be May 1, 2017.

Now, therefore be it further resolved, the Harrison County Commission does hereby direct the administrative staff with the Office of the County Commission to take the necessary steps to communicate and provide this Order to entities and agencies that have received funding during the past four fiscal years.

Order is hereby approved and entered this the 22nd day of February, 2017.

By: Ronald Watson
Ronald R. Watson, President

Attest:

Susan J. Thomas, Clerk of the County Commission

BK0087 PG0605

THURSDAY, FEBRUARY 23, 2017

County Commission ORDER

Policy & Procedure Regarding Contributions to Other Entities

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: geamon@harrisoncountywv.com; Question: 304-624-8500
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: _____

Organization Name: _____

Name and Title of Requester: _____

Mailing Address of Organization and Responsible Person: _____

If approved, this is where the check will be sent

Telephone: _____ Fax: _____ E-mail: _____

FEIN# _____ Is your organization an IRS 501(c) 3 not-for-profit? ○ Y ○ N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ _____

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

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

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

Purpose of request (one sentence): _____

If for a fair/festival/event, give dates and location: Date: _____ Location: _____

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

Are your financial statements audited by an outside accounting firm? ○ Y ○ N
If Yes, by whom:

Do you plan to recognize the Harrison County Commission's contribution? ○ Y ○ N
If Yes, how?

BK0097 PG0606

THURSDAY, FEBRUARY 23, 2017

County Commission

ORDER

Policy & Procedure Regarding Contributions to Other Entities

HARRISON COUNTY COMMISSION

SPECIAL FUNDING REQUEST

(Name of Applicant) _____ 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) _____, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) _____ 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) _____ 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_____ **Date**_____

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: _____

10B Revised Policy

County Commission of Harrison County, West Virginia

ORDER

Harrison County Community Improvement Fund -- Number 026

Harrison County General Fund -- Number 001

Policy and Procedure Regarding Contributions to Other Entities

Whereas, the Harrison County Commission has previously authorize a special fund, namely the Harrison County Community Improvement Fund (Number 026); and

Whereas, the Harrison County Commission maintains a General Fund (Number 001) as authorized and required by statute and/or regulations; and

Whereas, the Community Improvement Fund will be utilized for contributions for fairs, festivals and/or other special funding requests approved by the Harrison County Commission as originally set forth in the establishment of the Fund; and

Whereas, the General County Fund may be utilized *for* any lawful expenditure which may Include contributions to fairs and festivals and/or special funding requests, and

Whereas, the Harrison County Commission, by this Order, set forth the same for any contribution to any entity, as set forth herein.

Now, therefore, it is the Order of the Harrison County Commission that any contribution to any entity shall comply with the following policy and procedure unless otherwise expressly indicated. A contribution may be considered **for** funding only upon proper documentation being presented to the Office of the Harrison County Commission, which shall include, but not be limited to:

a) "Harrison County Commission Special Funding Request Form", the most recent copy attached and Included for reference;

b) All requested documentation as out lined In the "Special Funding Request Form,

c) If previously funded, the "Final Report of the Special Funding Request Form", the most recent copy attached and included for reference.

Now, therefore be it further resolved, funding requests from fairs and festivals, Including but not limited to the following, will be considered throughout the year. Such allocation will be $2,000 for a one day event and $2,500 for any event of more than one day.

1. Apple Butter Festival - City of Salem
2. Fort New Salem Holiday - Christmas Activity
3. Frontier Days - City of Shinnston ,
4. Glen Elk Village Wine Musical & Art? Festival
5. Jesus Fest ·

6. Johnstown CEOS Community Fair
7. Lost Creek Community Festival
8. North Central WV Scottish Festival
9. Pine Bluff Fall Festival
10. St. Spyridon Greek Food Festival
11. Town of West Milford Old Mill Festival
12. Wallace VFD Fair & Festival
13. *WV* Black Heritage Festival
14. *WV* Italian Heritage Festival

Now, therefore be it further resolved, funding requests from any other entity or agency must be submitted to the Office of the Harrison County Commission on or before March 1st to be considered for funding in the budget for the next fiscal year, which would begin July 1st and end June 30th. For the fiscal year beginning July 1 and ending June 30, the submission deadline for a special funding request will be May 1 of each year.

Now, therefore be it further resolved, the Harrison County Commission does hereby direct the administrative staff with the Office of the County Commission to take the necessary steps to communicate and provide this Order to the entities and agencies that have received funding during the past four fiscal years.

Order is hereby approved and entered this ___ day of July , 2022.

_____

Susan J Thomas, President

Attest:

_____

John Spires, Clerk of Harrison County

Harrison County Commission

Approval to Travel

11

Travelers Name:	Gina Jones & Michelle Tonkin
Department:	County Commission - Grants Department
Destination:	2003 Quarrier Street, Charleston, WV
Travel Dates:	July 18, 2022
Reason:	To attend the 20th Cycle Grant Training
	Courthouse Facilities Improvement Grant

Estimated Cost $157.50

Transportation $0.00

Air	$				
County Vehicle	$				
Private Vehicle	$	$157.50	252	miles @ 0.625	per mile
Rental Car	$			days @	per day

Lodging	nights @	/night		
Parking	nights @	/night		
Registration				
Meals				
(Based on GSA per diem rates)				
Incidentals				$0.00

Approving Authority
(Elected Official/Departmental Head) Laura Ryan Date 7/14/2022

County Commission Action ( ) Approve ( ) Disapprove

Date

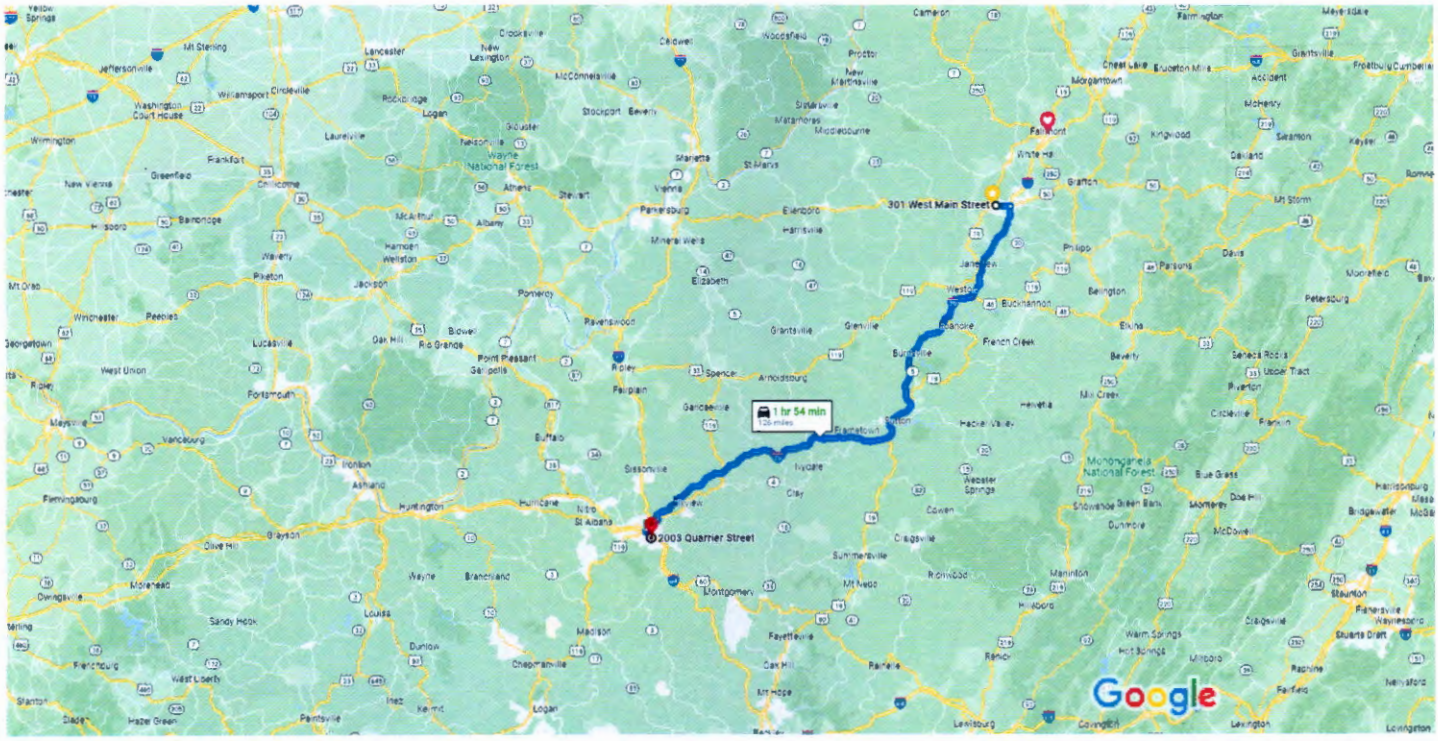
Prepared 12/4/2014

Google Maps

301 W Main St, Clarksburg, WV 26301 to 2003 Quarrier St, Charleston, WV 25311

Drive 126 miles, 1 hr 54 min

20th Cycle Grant Trainng



Map data ©2022 Google 10 mi

301 W Main St
Clarksburg, WV 26301

Get on I-79 S from US-50 E/Northwestern Turnpike

5 min (3.3 mi)

1. Head east on W Main St toward S 3rd St

69 ft

2. Turn left onto S 3rd St

0.1 mi

3. Take the ramp onto US-50 E/Northwestern Turnpike

2.9 mi

4. Turn right to merge onto I-79 S

0.2 mi

Follow I-79 S to Greenbrier St in Charleston. Take exit 99 from I-77 S

1 hr 47 min (122 mi)

5. Merge onto I-79 S

118 mi

6. Merge onto I-77 S

1.4 mi

7. Keep left to stay on I-77 S

1.9 mi

8. Take exit 99 toward Greenbrier St

0.2 mi

9. Keep right at the fork, follow signs for State Capitol/State Museum/Veterans Mem/Culture Ctr/UC Stadium and merge onto Greenbrier St

233 ft

Continue on Greenbrier St. Take Kanawha Blvd E to Quarrier St

3 min (0.8 mi)

10. Merge onto Greenbrier St

0.4 mi

11. Turn left onto Kanawha Blvd E

0.3 mi

12. Turn left onto California Ave

0.1 mi

13. Turn right onto Quarrier St

Destination will be on the right

171 ft

2003 Quarrier St
Charleston, WV 25311

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

WVCFIA

West Virginia Courthouse
Facilities Improvement Authority

Preserving History. Investing in the Future.

20TH CYCLE GRANT TRAINING

Session 1: June 29 (Wednesday)
Location: CFIA Office, Charleston
Time: 10:00 a.m.

Session 2: July 13 (Wednesday)
Location: CFIA Office, Charleston
Time: 10:00 a.m.

Session 3: July 18 (Monday)
Location: CFIA Office, Charleston
Time: 10:00 a.m.

AGENDA

CFIA Application Overview
Phased Projects and Proper Budgeting
State Purchasing Guidelines
Paperwork Requirements for Successful Applicants
Auditor's Office requirements
Q and A

October 7, 2022
Application Postmark Deadline
No applications postmarked past this date will be accepted

January 1, 2023
20th Cycle Contracts Begin

2003 Quarrier St., Charleston; (304) 558-5435

Privately Owned Vehicle (POV) Mileage Reimbursement Rates

GSA has adjusted all POV mileage reimbursement rates effective July 1, 2022.

Modes of Transportation	Effective/Applicability Date	Rate per mile
Airplane*	**July 1, 2022**	$1.81
If use of privately owned automobile is authorized or if no Government-furnished automobile is available	**July 1, 2022**	$0.625
If Government-furnished automobile is available	**July 1, 2022**	$0.22
Motorcycle	**July 1, 2022**	$0.605

Relocation	Effective/Applicability Date	Rate per mile
Standard mileage rates for moving purposes	**July 1, 2022**	$0.22

Vital Services Levy

Department: Revenue - Unencumbered Additional Funds

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
027-299-002	Unencumbered - Funds	$ -	$ 618,911.02		$ 618,911.02	Carry Over
	Department Net Revision:		$ 618,911.02			

Department: OEM & Emergency Dispatch Services

Line Number	Line Description	Original Budget	Increase Amount	Decrease Amount	Revised Budget	Comment Notation
027-711-566-00	Transfer to other funds	$ 460,000	$ 618,911.02		$ 1,078,911.02	Additional Funds
	Department Net Revision:		$ 618,911.02			

REPORT DATE 07/15/2022
SYSTEM DATE 07/15/2022
FILES ID I

HARRISON COUNTY COMMISSION
STATEMENT OF EXPENDITURES,ENCUMBRANCES & APPROPRIATIONS
VITAL SERVICES LEVY
AS OF 06/2022

TIME 10:22:45
USER EJK

	APPROPRIATIONS (REVISED)	MONTH TO DATE EXPENDITURES	YEAR-TO DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
027-711-103-00 SALARIES/EMP/BUREAU	165000.00	7808.56	115980.70		49019.30	70.29
027-711-104-00 FICA/EMP/BUREAU	16972.00	607.94	9296.44		7675.56	54.77
027-711-105-00 INSURANCE/BUREAU	30000.00	662.30	16469.04		13530.96	54.89
027-711-106-00 RETIREMENT/EMP/BUREAU	16972.00	795.35	12306.72		4665.28	72.51
027-711-108-00 OVERTIME/BUREAU	4500.00		3936.72		563.28	87.48
027-711-112-00 LONGEVITY/BUREAU	3220.00	145.00	3150.00		70.00	97.82
027-711-211-00 TELEPHONE	20000.00	454.10	8342.37		11657.63	41.71
027-711-212-00 PRINTING	7500.00				7500.00	
027-711-213-00 UTILITIES	5000.00	389.88	4694.73		305.27	93.89
027-711-214-00 TRAVEL	1000.00				1000.00	
027-711-215-00 FIRE & RESCUE M&R BLDG	5000.00		1008.98		3991.02	20.17
027-711-216-00 M&R EQUIPMENT	50000.00	54710.50	89461.37		-39461.37	178.92
027-711-219-00 RENTS	4000.00	200.46	2325.92		1674.08	58.14
027-711-220-00 ADVERTISING	1000.00				1000.00	
027-711-221-00 TRAINING	10000.00				10000.00	
027-711-222-00 DUES	35000.00	6468.00	18776.85		16223.15	53.64
027-711-223-00 PROFESSIONAL SERVICES	101888.00	17911.07	33060.42		68827.58	32.44
027-711-230-00 FIRE & RESCUE CONTRACTUAL	20000.00				20000.00	
027-711-341-00 MATERIALS & SUPPLIES	21822.00	105.00	1525.54		20296.46	6.99
027-711-459-00 NEW EQUIPMENT	473000.00	7258.41	52627.18		420372.82	11.12
TOTALS FOR 711 EMERGENCY SERVICES	991874.00	97516.57	372962.98		618911.02	37.60

Help Tools System

AVENU

Fiscal Balance - INQUIRY

7/15/2022
10:22 AM



Account Number 02771156600 TRANSFER OTHER FUNDS

Post Period 07 2022

Exit
Clear
Previous

			Fiscal		
			Current Month	Year-To-Date	Fiscal Year
Original Budget.....:	460000.00	460000.00	460000.00		
Budget Revisions.....:	.00	.00	.00		
Revised Budget.....:	460000.00	460000.00	460000.00		
Expenditures.....:	.00	.00	.00		
Encumbrance Activity....:	.00	.00	.00		
Unencumbered Balance....:		460000.00	460000.00		

Enter

Budget Trans History | Encumbrance Trans Hist | Fiscal Balance | G/L Trans Hist | Period Balances

Fileset: I BA171S-3

13-A

THE COUNTY COMMISSION OF HARRISON COUNTY

Agenda Item
Regular Meeting
July 20, 2022

Consideration of Adoption of a Resolution and Order Which Would Approve the Amendment of Escrow Agreements in Connection with the Replacement of Wilmington Trust, N.A. with UMB Bank, N.A. as Trustee for the Special District Excise Tax Revenue and Improvement Bonds, Series 2019 A (Charles Pointe Economic Opportunity Development District), Series 2019 B and Series 2019 C and the Execution and Delivery of such Escrow Agreement Amendments by the President of the County Commission

13-B

RESOLUTION AND ORDER OF
THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO CERTAIN ESCROW AGREEMENTS IN CONNECTION WITH THE REPLACEMENT OF THE BOND TRUSTEE FOR THE COUNTY COMMISSION OF HARRISON COUNTY'S OUTSTANDING SPECIAL DISTRICT EXCISE TAX REVENUE AND IMPROVEMENT BONDS, SERIES 2019 A (CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $36,500,000, ITS SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE AND REFUNDING BONDS, SERIES 2019 B (CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $12,280,000, AND ITS JUNIOR SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE AND IMPROVEMENT BONDS, SERIES 2019 C (CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,600,000; AND THE TAKING OF SUCH OTHER ACTIONS BY THE COUNTY COMMISSION AND THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO IN CONNECTION WITH THE REPLACEMENT OF SUCH BOND TRUSTEE.

WHEREAS, there is currently outstanding an Indenture of Trust (the "Original Indenture") between The County Commission of Harrison County (the "County Commission") and Wilmington Trust, N.A., as Trustee (the "Initial Trustee"), and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board") dated as of August 16, 2019, pursuant to which there was originally issued $36,500,000 Special District Excise Tax Revenue and Improvement Bonds, Series 2019 A (Charles Pointe Economic Opportunity Development District) (the "Series 2019 A Bonds") and $12,280,000 Subordinate Special District Excise Tax Revenue and Refunding Bonds, Series 2019 B (Charles Pointe Economic Opportunity Development District) (the "Series 2019 B Bonds"), and a First Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the Original Indenture, the "Indenture") between the County Commission and the Initial Trustee, as Trustee, and agreed to by the District Board dated as of August 16, 2019, pursuant to which there was originally issued $17,600,000 Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District) (the "Series 2019 C Bonds" and collectively with the Series 2019 A Bonds and the Series 2019 B Bonds, the "Series 2019 Bonds");

WHEREAS, pursuant to Section 6.13 of the Indenture, the majority of the registered owners of the Series 2019 A Bonds and Series 2019 B Bonds (the "Bondholders") have removed the Initial Trustee as Trustee, Paying Agent and Registrar under the Indenture and, pursuant to Section 6.14 of the Indenture, the Bondholders have appointed UMB Bank, N.A., a national banking association (the "Successor Trustee"), as Trustee, Paying Agent and Registrar under the Indenture;

WHEREAS, in connection with the issuance of the Series 2019 Bonds, Genesis Partners, Limited Partnership (the "Developer"), Charles Pointe Crossing, LLC (the "Site Developer"), the County Commission and the Initial Trustee, as escrow agent, entered into that certain Escrow Agreement (CED Assessments) (the "CED Assessment Escrow Agreement"), dated August 16, 2019;

WHEREAS, in connection with the issuance of the Series 2019 Bonds, the Developer, the Site Developer, the County Commission and the Initial Trustee, as escrow agent, with the acknowledgement of the Charles Pointe Economic Opportunity Development District Board, entered into that certain Escrow Agreement (Deed of Trust and Release Proceeds) (the "Deed of Trust Escrow Agreement" and together with the CED Assessment Escrow Agreement, the "Escrow Agreements"), dated August 16, 2019;

WHEREAS, as a consequence of the Initial Trustee's removal under the Indenture, the Initial Trustee desires to resign as escrow agent under the Escrow Agreements, and the Successor Trustee is willing to accept its appointment as escrow agent under the Escrow Agreements; and

WHEREAS, the County Commission desires to approve the execution and delivery of amendments to the Escrow Agreements and to approve all other actions which may be necessary on its part and the execution and delivery of all documents that may be necessary in connection with the replacement of the Initial Trustee with the Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture, and as escrow agent under the Escrow Agreements;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. The Resignation and Release of Escrow Agent; Appointment and Acceptance of Successor Escrow Agent; and Amendment to Escrow Agreement (CED Assessments) (the "CED Assessment Escrow Agreement Amendment"), by and among the Developer, the Site Developer, the County Commission and the Successor Trustee, as escrow agent, substantially in the form presented at the meeting in which this Resolution and Order is considered for approval shall be and the same hereby is approved. The President of the County Commission is hereby authorized and directed to execute and deliver the CED Assessment Escrow Agreement Amendment with such changes, insertions, variations and omissions as may be approved by the President. The execution of the CED Assessment Escrow Agreement Amendment by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 2. The Resignation and Release of Escrow Agent; Appointment and Acceptance of Successor Escrow Agent; and Amendment to Escrow Agreement (Deed of Trust and Release Proceeds) (the "Deed of Trust Escrow Agreement Amendment"), by and among the Developer, the Site Developer, the County Commission and the Successor Trustee, as escrow agent, and acknowledged by the District Board, substantially in the form presented at the meeting in which this Resolution and Order is considered for approval shall be and the same hereby is approved. The President of the County Commission is hereby authorized and directed to execute and deliver the Deed of Trust Escrow Agreement Amendment with such changes, insertions, variations and omissions as may be approved by the President. The execution of the Deed of Trust Escrow Agreement Amendment by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 3. The President of the County Commission and all other officers and employees thereof are hereby authorized to execute and deliver such other documents and to take such other actions as may be necessary in connection with the replacement of the Initial Trustee with the Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture, and as escrow agent under the Escrow Agreements.

Section 4. This Resolution and Order shall take effect immediately upon adoption and entry thereof.

[Remainder of Page Intentionally Blank]

Adopted and entered of record this July 20, 2022.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on July 20, 2022 a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this July 20, 2022.

By: _____
Clerk

13-C

RESIGNATION AND RELEASE OF ESCROW AGENT; APPOINTMENT AND ACCEPTANCE OF SUCCESSOR ESCROW AGENT; AND AMENDMENT TO ESCROW AGREEMENT (CED ASSESSMENTS)

THIS RESIGNATION OF ESCROW AGENT; APPOINTMENT AND ACCEPTANCE OF SUCCESSOR ESCROW AGENT; AND AMENDMENT TO ESCROW AGREEMENT (CED ASSESSMENTS) (this "*Amendment*), effective as of July 15, 2022 (the "*Effective Date*"), is entered into by and among:

THE COUNTY COMMISSION OF HARRISON COUNTY, a public corporation and governing body of Harrison County, a political subdivision of West Virginia (the "*County*");

GENESIS PARTNERS, LIMITED PARTNERSHIP, a West Virginia limited partnership (the "*Master Developer*");

CHARLES POINTE CROSSING, LLC, a West Virginia limited liability company (the "*Site Developer*" and together with the Master Developer, the "*Developers*");

WILMINGTON TRUST, N.A., a national banking association, in its capacity as Escrow Agent (the "*Resigning Escrow Agent*"); and

UMB BANK, N.A., a national banking association, as successor Escrow Agent ("*Successor Escrow Agent*").

RECITALS

WHEREAS, County, Developers, and Resigning Escrow Agent are party to that certain Escrow Agreement (CED Assessments) dated as of August 16, 2019 (the "*Escrow Agreement*") pursuant to which Resigning Escrow Agent agreed to hold and disburse certain funds designated in the Escrow Agreement as the "Escrow Fund"; and

WHEREAS, as permitted by Section 6.13 of that certain Indenture of Trust by and between the County and Wilmington Trust, N.A. (in such capacity, the "*Initial Trustee*"), and agreed to by the Charles Pointe Economic Opportunity Development District Board, dated as of August 16, 2019 (the "*Indenture*"), relating to those certain $36,500,000 The County Commission of Harrison County Special District Excise Tax Revenue and Improvement Bonds Series 2019A (Charles Pointe Economic Opportunity District) (the "*Series 2019A Bonds*") and those certain $12,280,000 The County Commission of Harrison County Special District Excise Tax Revenue and Improvement Bonds Series 2019B (Charles Pointe Economic Opportunity District (the "*Series 2019B Bonds*" and together with the Series 2019A Bonds, the "*Bonds*"), Initial Trustee has been removed as trustee under the Indenture; and

WHEREAS, as permitted by Section 6.14 of the Indenture, UMB Bank, N.A. (in such capacity, the "*Successor Trustee*") has been appointed as successor trustee thereunder; and

WHEREAS, as a consequence of Initial Trustee's removal under the Indenture, Resigning Escrow Agent desires to resign as escrow agent under the Escrow Agreement; and

WHEREAS, County and Developers, with the concurrence of the Successor Trustee, wish to appoint Successor Escrow Agent as escrow agent under the Escrow Agreement and further wish to provide for the efficient and orderly transfer of the Escrow Fund as more particularly provided herein; and

WHEREAS, County, Developers, and Successor Escrow Agent desire to amend certain provisions of the Escrow Agreement as more particularly provided herein.

NOW, THEREFORE, that for and in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, County, Developers, Resigning Escrow Agent, and Successor Escrow Agent agree as follows:

1. **RECITALS; DEFINED TERMS.** The recitals set forth above are hereby incorporated by reference herein. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture.

2. **RESIGNATION OF RESIGNING ESCROW AGENT; RELEASE.** Resigning Escrow Agent hereby resigns as escrow agent under the Escrow Agreement which resignation shall be effective on July 15, 2022. Upon Resigning Escrow Agent's full and complete performance of its obligations under Section 5 of this Amendment, Resigning Escrow Agent shall be released and relieved from any and all further obligation and liability under the Escrow Agreement.

3. **ACCOUNTING OF ESCROW FUND; ACCEPTANCE.** Resigning Escrow Agent warrants and represents that (1) as of the Effective Date, the balance of the Escrow Fund held by Resigning Escrow Agent is $103,791.62 (the "*Current Escrow Fund Balance*"); and (2) that the accounting attached hereto as **Exhibit A** (the "*Escrow Fund Accounting*") is a true and correct accounting of all receipts and disbursements of the Escrow Fund from August 16, 2019 to the Effective Date. County and Developers hereby accept and agree that the Current Escrow Fund Balance and the Escrow Fund Accounting are accurate in all respects and that Resigning Escrow Agent's handling and investment of the Escrow Fund have been performed in conformity with the terms and conditions of the Escrow Agreement.

4. **APPOINTMENT OF SUCCESSOR ESCROW AGENT.** County and Developers hereby designate and appoint Successor Escrow Agent to serve and act as the escrow agent under and pursuant to the provisions and conditions of the Escrow Agreement, and Successor Escrow Agent hereby accepts this designation and appointment and agrees to hold and disburse the escrow in accordance with the provisions and conditions set forth in the Escrow Agreement, as amended by this Amendment.

5. **DELIVERY OF ESCROW FUND.** On or before July 22, 2022, Resigning Escrow Agent shall deliver the Escrow Fund in the amount of the Current Escrow Fund Balance to

Successor Escrow Agent in accordance with wire transfer instructions attached hereto as **Exhibit B**. Upon delivery of the Escrow Fund as provided by this Section 5, Successor Escrow Agent shall execute and deliver to County, Developers, and Resigning Escrow Agent a receipt in the form attached hereto **Exhibit C**, issuance of which shall be conclusive evidence of Resigning Escrow Agent's performance of its obligations under this Section 5 for purposes of the provisions of Section 2 of this Amendment.

6. **AMENDMENT TO SECTION 7 OF ESCROW AGREEMENT**. Section 7 of the Escrow Agreement is hereby amended to update the address for Escrow Agent, as follows:

UMB Bank, N.A., as Successor Trustee
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Attn: Gordon Gendler

7. **AUTHORIZATION**. The execution of this Amendment has been duly authorized by the appropriate body or official of all signatories hereto; each signatory hereto has complied with the requirements of law; and each signatory hereto has full power and authority to comply with the terms and provisions of this Amendment.

8. **CONFLICTS; RATIFICATION**. In the event of any conflict between the provisions of the Escrow Agreement and this Amendment, the provisions of this Amendment shall control. Except as modified herein, the effectiveness of the Escrow Agreement is hereby ratified and affirmed.

9. **COUNTERPARTS**. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature pages follow.]

[SIGNATURE PAGES OF DEVELOPERS, COUNTY, RESIGNING ESCROW AGENT AND SUCCESSOR ESCROW AGENT]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

Genesis Partners, Limited Partnership

By: Realcom, Inc., Managing General Partner

By:_____
James A. Corton, President

Charles Pointe Crossing, LLC

By: Realcom, Inc., its Manager

By:_____
James A. Corton, President

The County Commission of Harrison County, West Virginia

By:_____
Susan Thomas, Its President

[Additional signature page to follow.]

Wilmington Trust, N.A., as Resigning Escrow Agent

By:_____

Name:_____

Title:_____

UMB Bank, N.A., as Successor Escrow Agent

By:_____

Name:_____

Title:_____

EXHIBIT A

Escrow Fund Accounting

8/16/2019	Initial Funding	$794,352.00
3/27/2020	Sheriff & Treasurer of Harrison County	($314,268.00)
6/29/2021	Sheriff & Treasurer of Harrison County	($161,530.00)
6/30/2021	Sheriff & Treasurer of Harrison County	($7,268.86)
4/14/2022	Sheriff & Treasurer of Harrison County	($207,493.52)
Ending Balance		**$103,791.62**

EXHIBIT C
Form of Receipt

[Date]

RECEIPT

Pursuant to the provisions of Section 6 of that certain Resignation of Escrow Agent; Appointment and Acceptance of Successor Escrow Agent; and Amendment to Escrow Agreement (Deed of Trust and Release Proceeds) dated as of July 15, 2022 between The County Commission of Harrison County; Genesis Partners, Limited Partnership; Charles Pointe Crossing, LLC; Wilmington Trust, N.A.; and UMB Bank, N.A. (the "*Amendment to Escrow Agreement*"), the undersigned on behalf of UMB Bank, N.A., as Successor Escrow Agent, acknowledges receipt of the Escrow Fund in the amount of $103,791.62, as said terms are referenced in the Amendment to Escrow Agreement.

DATED this _____ day of _____, 2022.

UMB Bank, N.A., as Successor Escrow Agent

By:_____

Name:_____

Title:_____

13-D

RESIGNATION AND RELEASE OF ESCROW AGENT; APPOINTMENT AND ACCEPTANCE OF SUCCESSOR ESCROW AGENT; AND AMENDMENT TO ESCROW AGREEMENT (DEED OF TRUST AND RELEASE PROCEEDS)

THIS RESIGNATION OF ESCROW AGENT; APPOINTMENT AND ACCEPTANCE OF SUCCESSOR ESCROW AGENT; AND AMENDMENT TO ESCROW AGREEMENT (DEED OF TRUST AND RELEASE PROCEEDS) (this "*Amendment*), effective as of July 15, 2022 (the "*Effective Date*"), is entered into by and among:

THE COUNTY COMMISSION OF HARRISON COUNTY, a public corporation and governing body of Harrison County, a political subdivision of West Virginia (the "*Issuer*");

GENESIS PARTNERS, LIMITED PARTNERSHIP, a West Virginia limited partnership (the "*Master Developer*");

CHARLES POINTE CROSSING, LLC, a West Virginia limited liability company (the "*Site Developer*" and together with the Master Developer, the "*Developers*");

WILMINGTON TRUST, N.A., a national banking association, in its capacity as Escrow Agent (the "*Resigning Escrow Agent*") and joining in its capacity as initial Indenture Trustee for the Series 2019B Bonds (the "*Initial Trustee*"); and

UMB BANK, N.A., a national banking association, as successor Escrow Agent ("*Successor Escrow Agent*") and joining in its capacity as successor Indenture Trustee for the Series 2019B Bonds (the "*Successor Trustee*").

With joinder by

CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT BOARD (the "*District Board*"), solely for the purpose of acknowledging the terms hereof.

RECITALS

WHEREAS, Issuer, Developers, and Resigning Escrow Agent are party to that certain Escrow Agreement (Deed of Trust and Release Proceeds) dated as of August 19, 2019 (the "*Escrow Agreement*") pursuant to which Resigning Escrow Agent agreed to hold and disburse certain funds designated in the Escrow Agreement as the "Escrowed Funds" and further agreed to hold in trust, subject to the terms and conditions of the Escrow Agreement, a certain "Deed of Trust"; and

WHEREAS, as permitted by Section 6.13 of that certain Indenture of Trust by and between Issuer, Initial Trustee and agreed to by the District Board, dated as of August 16, 2019 (the

"*Indenture*"), relating to those certain $36,500,000 The County Commission of Harrison County Special District Excise Tax Revenue and Improvement Bonds Series 2019A (Charles Pointe Economic Opportunity District) (the "*Series 2019A Bonds*") and those certain $12,280,000 The County Commission of Harrison County Special District Excise Tax Revenue and Improvement Bonds Series 2019B (Charles Pointe Economic Opportunity District (the "*Series 2019B Bonds*" and together with the Series 2019A Bonds, the "*Bonds*"), Initial Trustee has been removed as trustee under the Indenture; and

WHEREAS, as permitted by Section 6.14 of the Indenture, Successor Trustee has been appointed as successor trustee thereunder; and

WHEREAS, as a consequence of Initial Trustee's removal under the Indenture, Resigning Escrow Agent desires to resign as escrow agent under the Escrow Agreement; and

WHEREAS, Issuer and Developers, with the concurrence of the Successor Trustee, wish to appoint Successor Escrow Agent as escrow agent under the Escrow Agreement and further wish to provide for the efficient and orderly transfer of the Escrowed Funds and Deed of Trust as more particularly provided herein; and

WHEREAS, Issuer, Developers, and Successor Escrow Agent desire to amend certain provisions of the Escrow Agreement as more particularly provided herein.

NOW, THEREFORE, that for and in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, Issuer, Developers, Resigning Escrow Agent, and Successor Escrow Agent agree as follows:

1. **RECITALS; DEFINED TERMS**. The recitals set forth above are hereby incorporated by reference herein. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture.

2. **RESIGNATION OF RESIGNING ESCROW AGENT; RELEASE**. Resigning Escrow Agent hereby resigns as escrow agent under the Escrow Agreement which resignation shall be effective upon the full execution of this Amendment by all signatories hereto. Upon Resigning Escrow Agent's full and complete performance of its obligations under Section 6 of this Amendment, Resigning Escrow Agent shall be released and relieved from any and all further obligation and liability under the Escrow Agreement.

3. **ACCOUNTING OF ESCROWED FUNDS; ACCEPTANCE**. Resigning Escrow Agent warrants and represents that (1) as of the Effective Date, the balance of the Escrowed Funds held by Resigning Escrow Agent is $0.00 (the "*Current Escrowed Funds Balance*"); and (2) that the accounting attached hereto as **Exhibit A** (the "*Escrowed Funds Accounting*") is a true and correct accounting of all receipts and disbursements of the Escrowed Funds from August 16, 2019 to the Effective Date. Issuer and Developers hereby accept and agree that the Current Escrowed Funds Balance and the Escrowed Funds Accounting are accurate in all respects and that Resigning

Escrow Agent's handling and investment of the Escrowed Funds have been performed in conformity with the terms and conditions of the Escrow Agreement.

4. **CONFIRMATION OF FORM OF DEED OF TRUST.** Issuer and Developers agree that the copy of the Deed of Trust attached hereto as **Exhibit B** is a true and correct copy the Deed of Trust and reflects all amendments thereto which have been made in accordance with the provisions of Section 6(a) of the Escrow Agreement.

5. **APPOINTMENT OF SUCCESSOR ESCROW AGENT.** Issuer and Developers hereby designate and appoint Successor Escrow Agent to serve and act as the escrow agent under and pursuant to the provisions and conditions of the Escrow Agreement, and Successor Escrow Agent hereby accepts this designation and appointment and agrees to hold and disburse the escrow in accordance with the provisions and conditions set forth in the Escrow Agreement, as amended by this Amendment.

6. **DELIVERY OF ESCROWED FUNDS AND DEED OF TRUST.** On or before July 22, 2022, Resigning Escrow Agent shall deliver the Escrowed Funds in the amount of the Current Escrowed Funds Balance to Successor Escrow Agent in accordance with wire transfer instructions to be furnished by Successor Escrow Agent to Resigning Escrow Agent. Additionally, within the Transfer Period, Resigning Escrow Agent shall deliver the original Deed of Trust (conforming to the copy thereof attached hereto as **Exhibit B**) to Successor Escrow Agent at the address set forth in Section 7 below. Upon delivery of the Escrowed Funds and the Deed of Trust as provided by this Section 6, Successor Escrow Agent shall execute and deliver to Issuer, Developers, and Resigning Escrow Agent a receipt in the form attached hereto **Exhibit C**, issuance of which shall be conclusive evidence of Resigning Escrow Agent's performance of its obligations under this Section 6 for purposes of the provisions of Section 2 of this Amendment.

7. **AMENDMENT TO SECTION 10 OF ESCROW AGREEMENT.** Section 10 of the Escrow Agreement is hereby amended to update the address for counsel to the trustee, as follows:

Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301
Attn: Brian Crumbaker

Section 10 of the Escrow Agreement is further amended to update the address for Escrow Agent, as follows:

UMB Bank, N.A., as Successor Trustee
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Attn: Gordon Gendler

8. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of all signatories hereto; each signatory hereto has complied with

the requirements of law; and each signatory hereto has full power and authority to comply with the terms and provisions of this Amendment.

9. **CONFLICTS; RATIFICATION.** In the event of any conflict between the provisions of the Escrow Agreement and this Amendment, the provisions of this Amendment shall control. Except as modified herein, the effectiveness of the Escrow Agreement is hereby ratified and affirmed.

10. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature pages follow.]

[SIGNATURE PAGE OF DEVELOPERS, ISSUER, RESIGNING ESCROW AGENT AND SUCCESSOR ESCROW AGENT]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

Genesis Partners, Limited Partnership

By: Realcom, Inc., Managing General Partner

By:_____
James A. Corton, President

Charles Pointe Crossing, LLC

By: Realcom, Inc., its Manager

By:_____
James A. Corton, President

The County Commission of Harrison County, West Virginia

By:_____
Susan Thomas, Its President

Wilmington Trust, N.A., as Resigning Escrow Agent

By:_____

Name:_____

Title:_____

UMB Bank, N.A., as Successor Escrow Agent

By:_____

Name:_____

Title:_____

[SIGNATURE PAGE OF JOINING ENTITIES TO AMENDMENT]

IN WITNESS WHEREOF, the undersigned join in this Amendment as of the Effective Date.

The Charles Pointe Economic Opportunity Development District Board

By:_____
Michael J. Romano, Its Chairman

Exhibit A
Escrowed Funds Accounting

No Escrowed Funds have been received or distributed to date.

EXHIBIT B
Copy of Deed of Trust

[See Attached]

THIS IS A CREDIT LINE DEED OF TRUST.

A CREDIT LINE DEED OF TRUST
AND SECURITY AGREEMENT

THIS IS A CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT (hereinafter referred to as "Credit Line Deed of Trust"), dated as of August 14, 2019, and effective as of August 16, 2019, by and among CHARLES POINTE CROSSING, LLC, a West Virginia limited liability company, whose address is 600 Marketplace Avenue, Suite 102, Bridgeport, West Virginia 26330 (the "Grantor"); BOB GREER, a resident of Harrison County, West Virginia (the "Trustee"); and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association whose address is 213 Market Street, 2nd Floor, Harrisburg, Pennsylvania 17101 (the "Secured Party"), its successors and assigns, as Trustee under that certain Indenture of Trust, dated as of August 16, 2019, by and between THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer") and the Secured Party, as Trustee (the "Indenture"), on behalf of the owners of the Bonds (as defined below).

RECITALS

The Issuer has issued its Subordinate Special District Excise Tax Revenue and Refunding Bonds, Series 2019 B (Charles Pointe Economic Opportunity Development District) (the "Bonds"), in the aggregate principal amount of $12,280,000 pursuant to the provisions of Chapter 7, Article 22 of the Code of West Virginia, 1931, as amended (the "Act"). The proceeds of the sale of the Bonds will be used to (i) currently refund and repay in full the Series 2015 Excise Tax Bonds (as defined in the Indenture), (ii) fund a reserve fund for the Bonds, (iii) pay capitalized interest on the Bonds and (iv) pay costs of issuance of the Bonds and related costs. The Bonds are limited obligations of the Issuer, payable solely from the Net Excise Tax Revenues (as defined in the Indenture) generated within the Excise Tax District (as defined in the Indenture), from the monies on deposit from time to time in certain funds and accounts established with the Secured Party pursuant to the Indenture, and from any other moneys made available to the Issuer for such purpose and from any proceeds derived from this Credit Line Deed of Trust.

The Grantor and its affiliate Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Master Developer") are the site developer and the master developer, respectively, of certain properties within the Excise Tax District pursuant to a Development Agreement dated August 16, 2019 (the "Development Agreement"), by and among the Issuer, the Master Developer, the Grantor, the Charles Pointe Economic Opportunity Development District Board (the "District Board") and the Secured Party. The Grantor has agreed to secure the repayment of the amounts owed pursuant to the principal of (whether due on maturity or redemption), premium, if any, and the interest on the Bonds, by this Credit Line Deed of Trust granted to the Trustee for the benefit of the Secured Party on behalf of the owners of and as security for the Bonds, and the Grantor has agreed to provide the security of this Credit Line Deed of Trust to the Secured Party for the benefit of the owners of the Bonds.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the indebtedness and trusts set forth herein, and the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness hereinafter described and the satisfaction and performance of the covenants and obligations made or undertaken by the Grantor hereunder and in consideration of the premises, Grantor does hereby GRANT and CONVEY unto the Trustee, IN TRUST WITH POWER OF SALE, all its right, title and interest, whether now owned or hereafter acquired, in and to those certain lots, parcels or tracts of land within the Excise Tax District together with the improvements thereon and the rights of way and appurtenances thereunto belonging, situated in Harrison County, West Virginia, and more particularly bounded and described in the attached **Exhibit A**, which is incorporated herein by reference as the same may be amended from time to time pursuant to the terms of that certain Escrow Agreement dated August 16, 2019 (the "Deed of Trust Escrow Agreement"), by and among the Grantor, Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Master Developer"), the Secured Party and the Issuer, a copy of which is attached hereto as **Exhibit B**, which is incorporated herein by reference.

TOGETHER with a security interest in and to all rights of way, appurtenances, buildings, personal property and fixtures associated with the above-described property, including, but not limited to, improvements to be constructed, the Real Property (as hereinafter defined) and all additions and improvements thereto now or hereafter acquired, created or constructed, of every kind and nature, and together with personal property and equipment, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Credit Line Deed of Trust. All the foregoing real property, interests in real property and other rights and interests therein, and together with any additions or improvements thereto from time to time, are herein referred to as the "Real Property" and all other items described in this and the preceding paragraph, including without limitation, any improvements to be constructed on the Real Property and all additions and improvements thereto now or hereafter acquired, created or constructed, of every kind and nature, and personal property and equipment, including replacements and additions thereto, are herein referred to as the "Personal Property".

TOGETHER with all rents, issues, profits and royalties of the Real Property whether as rent, insurance proceeds or otherwise (the "Rents") and all leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Real Property (the "Leases") (all of the items listed in this paragraph, together with the Real Property and the Personal Property, are herein referred to collectively as the "Mortgaged Premises").

IN TRUST NEVERTHELESS, to secure, in accordance with the terms, limitations and conditions of the Deed of Trust Escrow Agreement, the performance of the covenants of the Grantor contained herein and in the Development Agreement and to secure the Secured Party in the payment of the outstanding principal amount of the Bonds and in addition to secure the Secured Party in the payment of: (i) interest on the Bonds at the rate or rates specified therein, (ii) any redemption premiums payable with respect to the Bonds, and (iii) any costs, expenses or other sums advanced by the Secured Party for taxes, insurance premiums and other obligations, including interest thereon, which the Secured Party shall advance pursuant to and in

accordance with the respective terms of the Indenture or this Credit Line Deed of Trust and all other costs, liabilities and expenses of the Secured Party, including reasonable attorneys' fees and costs, incurred by it in enforcing the obligations of the Grantor under the Indenture, the Bonds issued under the Indenture, or the obligations of the Grantor under this Credit Line Deed of Trust or in defending the rights granted to Secured Party thereunder or hereunder and also to secure any continuation, modification, extension, renewal or refinancing of the aforesaid obligations and indebtedness or of any Bond, note or other evidence of indebtedness evidencing said indebtedness, however changed in form, manner or amount (the foregoing, collectively, referred to herein as the "Obligations").

This is a Credit Line Deed of Trust and security agreement given to secure the said Bonds with interest thereon and related amounts and obligations thereunder and under the Indenture as aforesaid, and all present and obligatory future advances made by the Secured Party from time to time under the Bonds and the Indenture with interest thereon and other amounts payable in respect thereof which the Secured Party has made and is required to make from time to time in accordance with the Indenture, all of which advances are deemed obligatory, subject to the terms, limitations and conditions of the Deed of Trust Escrow Agreement. All advances, made at the time of recording hereof or to be made in the future under the terms of the Indenture, together with interest thereon and all other amounts payable in respect thereof, are secured by this Credit Line Deed of Trust as if made on the date of recording hereof. Provided, the aggregate principal amount of the indebtedness to the Secured Party secured hereunder at any one time shall not exceed the sum of Twelve Million Two Hundred Eighty Thousand and 00/100 Dollars ($12,280,000) together with interest on the Bonds and other costs and expenses described herein.

All future advances which may be advanced under the terms of this Credit Line Deed of Trust, the Bonds or the Indenture are intended to be obligatory advances which the Secured Party has legally obligated itself to make in the absence of a default, breach or other such event. Obligatory advances include, but are not limited to, advances which the Secured Party has agreed to make as a term or condition of this Credit Line Deed of Trust, the Bonds or the Indenture; obligations arising out of the occurrence of a condition, event or circumstance contemplated by such agreement; obligations arising on a specified date or time; or advances made upon application therefor by the Grantor under this Credit Line Deed of Trust, the Bonds or the Indenture secured thereby or by another obligor whose indebtedness is hereby secured.

Subject to Grantor's covenants and agreements set forth hereinabove and in the said Development Agreement, Grantor further covenants and agrees with the Trustee and with the Secured Party, and with each of them, as follows:

1. SECURITY INTEREST.

To the extent permitted by applicable law, all of the Personal Property shall be deemed to be fixtures and part of the Real Property. This Credit Line Deed of Trust is intended to constitute a security agreement, governed by the laws of the Uniform Commercial Code of the State of West Virginia, with respect to any of the Mortgaged Premises not deemed or permitted by applicable law to be part of the Real Property (such part of the Mortgaged Premises is hereinafter collectively referred to as "Personal Property"), and the Grantor does hereby GRANT

a security interest therein to the Secured Party, as the secured party. Upon the occurrence of any Event of Default (as herein defined), the Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code of West Virginia, and all rights provided herein or in the Indenture, all of which rights and remedies shall, to the full extent permitted by law, be cumulative; and in connection with those rights, to the extent permitted by law, the Trustee shall, upon the written request of the Secured Party, enter into the premises hereby conveyed to take possession of, assemble and collect such Personal Property or to render it unusable; require Grantor to assemble such Personal Property and make the same available to the Trustee at a place the Trustee designates which is reasonably convenient to both parties. All or any part of such Personal Property may, at the option of the Trustee, be combined with all or any part of the remainder of the Mortgaged Premises and, consistent with Section 6 hereto, may be sold as an entirety, or such Personal Property may be sold separately in one or more lots and in such order and manner as the Secured Party may elect. The Trustee shall give the Grantor written notice of the time and place of any public sale of any such Personal Property or of the time after which any private sale or other intended disposition hereof is to be made by sending notice to the Grantor at least ten (10) days before the time of such sale or other disposition, which provisions for notice Grantor agrees are reasonable. The Trustee, upon notice to the Grantor and at the direction of the Secured Party, may postpone or cancel any such sale or other disposition and reschedule it without further notice (other than notice of such rescheduled sale or disposition) to the Grantor.

The Grantor, on or before the date hereof in the case of any initial financing statement(s) covering any such Personal Property, and within ten (10) days of the date of demand by the Secured Party in the case of any renewal affidavit, certificate, continuation statement, inventory or other document, will execute, acknowledge and deliver any document that the Trustee, acting at the direction of the Secured Party may reasonably request in order to perfect, protect, preserve, continue extend or maintain the security interest created by, and the priority of, this Credit Line Deed of Trust, and the Grantor will, on demand, pay any reasonable expenses incurred by the Trustee, and/or the Secured Party in the preparation, execution and filing of any such documents. The Secured Party shall have all rights and remedies accorded a secured party under the laws of the Uniform Commercial Code of West Virginia. This Credit Line Deed of Trust is to be filed for record in the real estate records of the county in which the property is located so as to serve as a fixture filing pursuant to West Virginia Code Section 46-9-502.

2. ASSIGNMENT OF RENTS.

In consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor absolutely and unconditionally assigns the Leases and Rents to Secured Party, subject to the terms, limitations and conditions of the Deed of Trust Escrow Agreement. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Grantor to Secured Party of all of Grantor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Event of Default shall exist hereunder, however, and so long as Grantor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Grantor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Grantor under the

Leases) to collect, but not prior to accrual, and to use and expend as part of its operations, all Rents.

3. RIGHT TO TAKE POSSESSION.

The Grantor fully covenants and agrees that upon the occurrence of any Event of Default (as herein defined), the Trustee, in addition to their rights under Section 1 above, shall, at the option of the Trustee, have the right, to the extent permitted by law, to forthwith enter into and upon any portion of the Mortgaged Premises and take possession thereof, without process of law and, except for their gross negligence or willful misconduct, without liability to Grantor or other owners thereof; and none of the Trustee or Secured Party shall be liable to Grantor herein or any subsequent owners of any such Mortgaged Premises for any acts of commission or omission about or in connection with any of the Mortgaged Premises, except for their respective gross negligence or willful misconduct.

3. COVENANTS REGARDING MORTGAGED PREMISES.

Grantor covenants and agrees that:

4.1 Insurance. Grantor shall obtain and maintain, or cause to be maintained, in full force and effect at all times casualty and liability insurance with respect to Grantor and the Mortgaged Premises in commercially reasonable amounts.

4.2 Maintenance of Mortgaged Premises. Grantor shall cause the Mortgaged Premises to be maintained in a good and safe condition and repair. With the exception of the site construction work anticipated by the Indenture, no improvements situate upon the Real Property nor any portion of the Personal Property shall be removed, demolished or materially altered (except for normal replacement and repair) without the consent of Secured Party. Grantor shall promptly repair, replace or rebuild any part of the Mortgaged Premises which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any condemnation and shall complete and pay for any structure at any time in the process of construction or repair on the Real Property.

4.3 Waste. Grantor shall not commit or suffer any waste of the Mortgaged Premises or make any change in the use of the Mortgaged Premises which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Mortgaged Premises, or take any action that might invalidate or allow the cancellation of any policy of insurance relating to the Mortgaged Premises, or do or permit to be done thereon anything that may in any way materially impair the value of the Mortgaged Premises or the security of this Credit Line Deed of Trust. Grantor will not, without the prior written consent of Trustee or Secured Party, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Real Property, regardless of the depth thereof or the method of mining or extraction thereof.

4.4 Payment for Labor and Materials. Grantor shall (a) promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials payable or incurred in connection with the Mortgaged Premises, (b) not permit to exist beyond the due date thereof any lien or security interest in respect of the Mortgaged Premises, or any part thereof,

even though inferior to the liens and the security interests created hereby, and (c) not permit to be created or exist in respect of the Mortgaged Premises, or any part thereof, any other or additional lien or security interest other than (i) the liens or security interests created hereby and (ii) all other liens and matters affecting the Mortgaged Premises as of the date hereof, liens which have been fully bonded to Secured Party's satisfaction, and liens (if any) for impositions not yet due or payable (collectively, "Permitted Exceptions").

4.5 Performance of Other Agreements. Grantor shall observe and perform each and every term, covenant and provision to be observed or performed by Grantor pursuant to the Development Agreement, the Deed of Trust Escrow Agreement, any other document securing repayment of the Bonds, and any other agreement or recorded instrument affecting or pertaining to the Mortgaged Premises and any amendments, modifications or changes thereto.

4.6 Change of Name, Identity or Structure. Grantor shall not change its name, identity (including its trade name or names), or entity form. Grantor shall execute and deliver to Secured Party, prior to or contemporaneously with the effective date of any change referenced above, any financing statement or financing statement change required by Secured Party to establish or maintain the validity, perfection and priority of the security interests granted herein. At the request of Secured Party, Grantor shall execute a certificate in form satisfactory to Secured Party listing the trade names under which Grantor is operating or intends to operate the Mortgaged Premises, and representing and warranting that Grantor does business under no other trade name with respect to the Mortgaged Premises.

4.7 Title. Grantor represents and warrants to Secured Party that: (a) Grantor has good, indefeasible, marketable and insurable fee simple title to the Real Property, free and clear of all liens except (x) the liens created by this Credit Line Deed of Trust, and (y) the Permitted Exceptions; (b) the Permitted Exceptions in the aggregate do not materially and adversely affect the value, operation or use of the Mortgaged Premises or Grantor's ability to repay the Bonds; (c) this Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the Mortgaged Premises, subject only to the Permitted Exceptions, and (ii) perfected security interests in and to, and perfected collateral assignments of, all Personal Property, all in accordance with the terms hereof, in each case subject only to the Permitted Exceptions; (d) there are no claims for payment for work, labor or materials affecting the Mortgaged Premises which are past due and are or may become a lien prior to, or of equal priority with, the liens created by this Credit Line Deed of Trust unless such claims for payments are (i) being contested in accordance with the terms and conditions of this Credit Line Deed of Trust or (ii) insured by title insurance; and (e) Grantor shall forever warrant, defend and preserve its title to the Mortgaged Premises and the validity and priority of the lien of this Credit Line Deed of Trust and shall forever warrant and defend the same to Secured Party against the claims of all persons whomsoever.

5. DUE ON SALE/ENCUMBRANCE.

Prior to repayment of the Bonds, Grantor shall not transfer or lease all or any portion of the Property or any interest therein, or permit the transfer of any direct or indirect interest in

Grantor absent the consent of the Secured Party which may be granted or withheld in accordance with the terms of the Indenture and/or the Deed of Trust Escrow Agreement.

6. EVENT OF DEFAULT; REMEDIES.

6.1 The following shall constitute an "Event of Default" hereunder: (i) Grantor's failure to observe and perform each and every of the Obligations; or (ii) the occurrence of any event of default under the terms of the Development Agreement, the Deed of Trust Escrow Agreement, the Indenture, or the Bonds.

6.2 Upon the occurrence of an Event of Default, and upon written request of the Secured Party, the Trustee shall proceed to foreclose upon and sell all or any portion of the Mortgaged Premises herein described and conveyed, or so much thereof as the Secured Party deems necessary, to satisfy the indebtedness herein secured, at public auction, at the front door of the Courthouse of Harrison County, West Virginia, for cash in hand on the day of sale or upon such other terms as may be acceptable to the Secured Party in accordance with Article 1, Chapter 38 of the Code of West Virginia of 1931, as amended. The Trustee shall give and publish such notices and take such other actions as may be required to comply with Article 1, Chapter 38, of the Code of West Virginia of 1931, as amended.

6.3 In addition to Grantor's rights under the foregoing Section 6.2, following the occurrence and during the continuance of any Event of Default, Grantor agrees that Secured Party may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Mortgaged Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Secured Party may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Secured Party:

(a) institute proceedings, judicial or otherwise, for the complete foreclosure of this Credit Line Deed of Trust under any applicable provision of law, in which case the Mortgaged Premises, or any interest therein, may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner as Secured Party shall elect in its sole and absolute discretion;

(b) with or without entry, to the extent permitted under and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Credit Line Deed of Trust for the indebtedness secured hereby then due and payable, subject to the continuing lien and security interest of this Credit Line Deed of Trust for the balance of any Obligations not then due, unimpaired and without loss of priority;

(c) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or any document evidencing the Obligations to the extent applicable to Grantor;

(d) apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Premises, without notice and without regard for the adequacy of the security for the Obligations and without regard to the solvency of Grantor, it being agreed

that Secured Party shall be entitled to appointment of such receiver, trustee, liquidator or conservator as a matter of right;

(e) the license granted to Grantor under Section 2 hereof shall automatically be revoked and Secured Party may, enter into or upon the Mortgaged Premises, either personally or by Secured Party's agents, nominees or attorneys, and dispossess Grantor and its agents and servants therefrom, without liability for trespass, damages or otherwise, and exclude Grantor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Grantor agrees to surrender possession of the Mortgaged Premises and of such books, records and accounts to Beneficiary upon demand, and thereupon Beneficiary may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Premises and conduct the business thereat, (ii) complete any construction on the Mortgaged Premises in such manner and form as Secured Party deems advisable, (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Premises, (iv) exercise all rights and powers of Grantor with respect to the Mortgaged Premises, whether in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof, (v) require Grantor to pay monthly in advance to Secured Party, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Premises as may be occupied by Grantor, (vi) require Grantor to vacate and surrender possession of the Mortgaged Premises to Secured Party or to any receiver appointed with respect to the Mortgaged Premises (or any portion thereof) or Grantor, and, in default thereof, Grantor may be evicted by summary proceedings or otherwise, and (vii) apply the receipts from the Mortgaged Premises to the payment of the indebtedness secured hereby and the performance of the Obligations, in such order, priority and proportions as Secured Party shall deem appropriate in its sole discretion after deducting therefrom all expenses (including, without limitation, attorneys' fees and costs) incurred by Secured Party in connection with the aforesaid operations and all amounts necessary to pay the taxes, impositions, insurance premiums and other expenses in connection with the Mortgaged Premises, as well as compensation for the services of Secured Party, its counsel, agents and employees and for a managing agent and such other employees or agents as Secured Party may deem necessary in connection with the aforesaid operations.

(f) pursue such other remedies as Secured Party may have under applicable law; and/or

(h) to sue Grantor for any sums required to be paid under the terms of this Credit Line Deed of Trust, without regard to whether or not any of the Obligations, and without prejudice to the right of Secured Party thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure or an action for specific performance, for an Event of Default existing at the time such earlier action was commenced.

7. PROVISION FOR NOTICE.

Any notice that is required or permitted to be given under Sections 4 or 14, Article 1, Chapter 38 of the Code of West Virginia of 1931, as amended, shall be given in

writing and by certified mail, return receipt requested, addressed to the parties at the following addresses:

To the Grantor: Charles Pointe Crossing, LLC
600 Marketplace Avenue
Suite 201
Bridgeport, West Virginia 26330
Attention: James A. Corton, President of
Realcom, Inc., its manager

To the Trustee: Bob Greer
Greer Law Offices, P.L.L.C.
439 W. Philadelphia Avenue
Bridgeport, West Virginia 26330

To the Secured Party: Wilmington Trust, N.A.
213 Market Street
2nd Floor
Harrisburg, Pennsylvania 17101
Attention: Corporate Trust Department

8. DISTRIBUTION OF PROCEEDS OF SALE.

Any proceeds realized from the sale of any of the Mortgaged Premises shall be promptly paid by the Trustee as follows:

(a) To the Trustee and Secured Party, their reasonable and necessary fees, costs and expenses attending such sale.

(b) To the Secured Party, such sums as may be required under the Bonds and the Indenture, for distribution pursuant to the Bonds and the Indenture.

(c) To the holder of any other lien or liens of record, in the order of their legal priority, such sums as may be due thereon, but such payment may be made or may not be made, in whole or in part, within the sole discretion of the said Trustee.

(d) The balance, if any, to the Grantor, its successors or assigns.

9. OTHER COVENANTS AND AGREEMENTS OF GRANTOR.

9.1. It is hereby expressly covenanted and agreed by the Grantor that the Secured Party may, at any time and from time to time hereafter, upon notice to the Trustee and the Grantor and by an instrument recorded wherever this Credit Line Deed of Trust is recorded, appoint another Trustee (or other Trustees) in the place and stead of the Trustee herein named, which successor Trustee(s) shall have all the rights, powers and authority and shall be charged with all the duties that are conferred or charged upon the Trustee herein named.

9.2. In the event foreclosure proceedings are instituted under the terms and provisions of this Credit Line Deed of Trust, but are not completed, the Trustee shall be entitled to receive and forthwith be paid by the Grantor the reasonable and necessary costs and expenses incurred by them. If foreclosure proceedings are not completed, the rights of the parties to this Credit Line Deed of Trust shall revert to the situation existing prior to the institution of such proceedings.

9.3. In the event of sale by the said Trustee, such sale shall be made in accordance with the laws of the State of West Virginia, at the date hereof, relating to sales under deeds of trust. Such sale may be adjourned from time to time without notice other than by oral proclamation at the time and place appointed for selling.

9.4. The Trustee herein may act by agent or attorney appointed by them, in the execution of this trust, and the Trustee shall not be required to be present in person.

9.5. The word "Trustee" shall include all Trustees if more than one Trustee is named in the premises hereof; that should two or more Trustees be named herein, either or any one may act hereunder as Trustee with full and complete power to execute the provisions hereof and execute, acknowledge and deliver a deed, in the event of foreclosure; that singular or plural use of words where the same meaning is intended shall not affect the validity of this Credit Line Deed of Trust; that failure to exercise any option herein, or a waiver of the right to exercise any option as to any one default, shall not constitute a waiver of any right or privilege contained herein or a waiver of the right to exercise any option as to another or subsequent default.

9.6. This Credit Line Deed of Trust shall inure to the benefit of the respective successors and assigns of the parties hereto, and all those holding under them.

9.7. In the event of (i) any provision of this Credit Line Deed of Trust conflicts with any applicable law, such conflict shall not affect the other provisions hereof or of the Indenture which can be given effect without the conflicting provisions and (ii) any conflict between the provisions of this Credit Line Deed of Trust and the provisions of the Indenture, the provisions of the Indenture shall be controlling, but such conflict shall not affect the other provisions hereof which can be given effect without the conflicting provision.

9.8. No party to this Credit Line Deed of Trust or the Indenture, nor any party claiming under any party to this Credit Line Deed of Trust or the Indenture, shall have or enjoy any right to marshalling of assets, any such right being hereby expressly waived to the extent permitted by law. The Grantor specifically agrees that it shall not be necessary or required, and that the Grantor shall not be entitled to require, that the Secured Party make any effort at collection of the indebtedness secured by this Credit Line Deed of Trust from any other person.

9.9. No delay on the part of the Trustee or the Secured Party in exercising any right, remedy, power or privilege hereunder or partial or single exercise thereof, shall constitute a waiver thereof.

9.10. The rights, powers and remedies provided in this Credit Line Deed of Trust shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other rights existing in law or at equity or otherwise including (without limitation) all of the rights available

to a secured party under the provisions of the Uniform Commercial Code as adopted in the State of West Virginia.

9.11. Reserved.

9.12. The Grantor represents and warrants that the representations and warranties of the Grantor, as contained in the Development Agreement, are true and correct as of the date hereof.

9.13. The Grantor represents and warrants that the Real Property is free of waste or debris prohibited by law, and of all contamination prohibited by law, including the presence of: (a) any "hazardous waste" as defined by the federal Resource Conservation and Recovery Act, as amended ("RCRA") and the West Virginia Hazardous Waste Management Act, as amended (the "WVHWMA") and as defined by regulations promulgated thereunder, (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), and as defined by the regulations promulgated thereunder; (c) any petroleum product or fraction thereof, asbestos, or radon; (d) any substance the presence of which on the Real Property is prohibited by any law similar to those set forth in this section; and (e) any materials which, under federal, state, or local law, statute, ordinance or regulations, court or administrative order or decree or private agreement (hereinafter collectively "Environmental Requirements"), require special handling in collection, storage, treatment or disposal (items (a) - (e) hereinafter collectively "Hazardous Materials").

The Grantor also warrants and represents that (a) it is not in violation of RCRA or the WVHWMA; (b) it is not and has not been notified that it is a "potentially responsible person" under CERCLA and regulations promulgated thereunder; (c) the Real Property is not on EPA's "National Priorities List" under CERCLA and regulations promulgated thereunder, or on any state list generated under the Comprehensive Environmental Response, Compensation and Liability Information System or a similar state or local listing; and (d) the Real Property is not in violation of the federal Toxic Substances Control Act, as amended, or the federal Safe Drinking Water Act, as amended.

9.14. The Grantor covenants (a) not to place or permit to be placed any Hazardous Materials on the Real Property in violation of any Environmental Requirements; (b) not to violate or permit to be violated on the Real Property any provision of any Environmental Requirements; and (c) to obtain all authorizations, permits or licenses required by the Environmental Requirements.

If, at any time, there are Hazardous Materials located on the Real Property which, under any Environmental Requirements, require special handling in collection, storage, treatment, or disposal, the Grantor shall take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Requirements. If the Grantor shall fail to take such action, the Secured Party may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be paid by the Grantor to the

Secured Party. The Grantor hereby agrees to indemnify and hold the Trustee and the Secured Party harmless from and against any loss, expense and charge whatsoever, including reasonable attorneys' fees, if the Trustee or the Secured Party are made a party to any action or suit brought under any Environmental Requirements.

10. BENEFICIAL OWNER

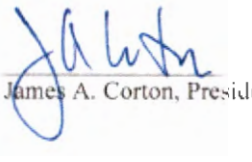
The beneficial owner of the Bonds at the time of execution and delivery hereof is as follows: Stifel, Nicolaus & Company, Incorporated; provided, however, it is expressly provided that any release or modification of this Credit Line Deed of Trust shall be executed by the Secured Party.

[Remainder of Page Intentionally Blank]

WITNESS the following signature, the day, month and year first above written.

CHARLES POINTE CROSSING, LLC

BY: REALCOM, INC., Manager

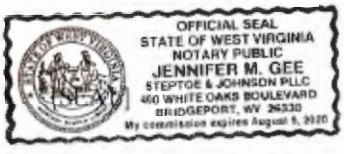
By: 
James A. Corton, President

13

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON,

The foregoing instrument was acknowledged before me this 14th day of August, 2019, by James A. Corton, President of Realcom, Inc., as manager of CHARLES POINTE CROSSING, LLC, a West Virginia limited liability company.

My commission expires August 9, 2020.



Jennifer M. Gee
Notary Public

Prepared by:
Thomas L. Aman
Steptoe & Johnson PLLC
400 White Oaks Boulevard
Bridgeport, WV 26330

EXHIBIT A

REAL ESTATE DESCRIPTION

PROPERTY DESCRIPTION
P/O TM 269 / PCL 22
CHARLES POINTE CROSSING, LLC
71.825 Acres

That certain tract or parcel of land, containing 71.825 acres, more or less, situate in the City of Bridgeport, Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a rebar found, being a corner to the Julia C. Compton Trust 2003 parcel; thence with a line of said Julia C. Compton Trust 2003 parcel, N 44° 02' 53" W, 103.82 feet to a rebar found, being a corner to the Julia C. Compton Family Trust parcel; thence with thirteen lines of said Julia C. Compton Family Trust parcel, N 44° 02' 53" W, 978.90 feet to a rebar found; thence, N 28° 36' 33" E, 317.71 feet to a rebar found; thence, N 45° 55' 55" E, 871.48 feet to a rebar found; thence, N 39° 35' 56" E, 286.56 feet to a rebar found; thence, N 63° 35' 49" E, 1,021.65 feet to a rebar found; thence, S 69° 43' 33" E, 185.86 feet to a rebar found; thence, N 57° 26' 22" E, 602.03 feet to a rebar found; thence, S 72° 51' 14" E, 270.25 feet to a rebar found; thence, N 87° 18' 19" E, 287.61 feet to a rebar found; thence, N 60° 52' 26" E, 142.64 feet to a rebar found; thence, N 78° 50' 06" E, 308.38 feet to a rebar found; thence, N 18° 34' 12" E, 24.39 feet to a rebar found; thence, S 8° 35' 46" E, 79.12 feet to a rebar found, being a corner to the Charles Pointe Crossing, LLC parcel; thence with nine lines of said Charles Pointe Crossing, LLC parcel, S 80° 55' 31" W, 126.44 feet to a rebar found; thence, S 79° 06' 26" W, 242.92 feet to a rebar found; thence, S 43° 38' 10" W, 97.06 feet to a rebar found, thence, S 5° 29' 08" W, 142.83 feet to a rebar found, thence, S 46° 54' 49" W, 96.78 feet to a rebar found; thence, S 78° 47' 45" W, 118.40 feet to a rebar found; thence, S 51° 52' 29" W, 295.82 feet to a rebar found; thence, S 33° 18' 30" W, 99.45 feet to a rebar found; thence, S 69° 04' 42" W, 306.68 feet to a rebar found in a line of a second Charles Pointe Crossing, LLC parcel; thence with fifteen lines of said Charles Pointe Crossing, LLC parcel, N 8° 57' 53" W, 41.54 feet to a rebar found; thence, N 32° 00' 00" W, 168.37 feet to a rebar found; thence, S 58° 00' 00" W, 26.00 feet to a rebar found; thence, S 58° 00' 00" W, 986.57 feet to a point; thence, S 32° 00' 00" E, 523.99 feet to a spike nail found; thence, N 58° 00' 00" E, 240.28 feet to a rebar found; thence, S 32° 00' 00" E, 278.88 feet to a point; thence, N 56° 08' 43" E, 38.89 feet to a point; thence, with a curve to the right having a radius of 793.50 feet, an arc length of 259.91 feet, a chord bearing of N 65° 31' 43" E, and a chord length of 258.75 feet to a point; thence, N 74° 54' 44" E, 32.53 feet to a point; thence, with a curve to the left having a radius of 706.50 feet, an arc length of 295.46 feet, a chord bearing of N 62° 55' 54" E, and a chord length of 293.31 feet to a point; thence, N 50° 57' 04" E, 65.76 feet to a point; thence, N 50° 57' 04" E, 7.32 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of N 5° 57' 04" E, and a chord length of 26.16 feet to a point; thence, N 39° 02' 56" W, 22.92 feet to a point, being a corner to the first Charles Pointe Crossing, LLC parcel;

thence with eighteen lines of said first Charles Pointe Crossing, LLC parcel, N 50° 57' 04" E, 87.00 feet to a point; thence, S 39° 02' 56" E, 10.92 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of S 84° 02' 56" E, and a chord length of 26.16 feet to a point; thence, N 50° 57' 04" E, 120.46 feet to a point; thence, N 55° 33' 07" E, 10.40 feet to a point; thence, with a curve to the right having a radius of 644.40 feet, an arc length of 151.50 feet, a chord bearing of N 61° 54' 17" E, and a chord length of 151.15 feet to a point; thence, with a curve to the right having a radius of 643.50 feet, an arc length of 172.02 feet, a chord bearing of N 72° 01' 22" E, and a chord length of 171.50 feet to a point; thence, N 79° 40' 50" E, 52.62 feet to a point; thence, with a curve to the left having a radius of 706.50 feet, an arc length of 314.37 feet, a chord bearing of N 66° 55' 59" E, and a chord length of 311.78 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 30.52 feet, a chord bearing of N 6° 55' 35" E, and a chord length of 27.17 feet to a point; thence, N 40° 19' 58" W, 9.58 feet to a point; thence, N 49° 25' 15" E, 77.22 feet to a point; thence, S 40° 34' 45" E, 10.02 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 29.53 feet, a chord bearing of S 86° 18' 37" E, and a chord length of 26.49 feet to a point; thence, with a curve to the left having a radius of 543.50 feet, an arc length of 438.74 feet, a chord bearing of N 71° 05' 06" E, and a chord length of 426.93 feet to a point; thence, S 85° 47' 19" E, 124.96 feet to a point; thence, with a curve to the left having a radius of 206.50 feet, an arc length of 123.27 feet, a chord bearing of N 77° 06' 38" E, and a chord length of 121.44 feet to a point; thence, with a curve to the left having a radius of 206.50 feet, an arc length of 10.78 feet, a chord bearing of N 58° 30' 51" E, and a chord length of 10.78 feet to a point in the right-of-way line of West Virginia State Route 279; thence with two lines of said right-of-way, S 53° 23' 14" E, 86.80 feet to a rebar found; thence, S 10° 58' 17" W, 24.11 feet to a rebar found, being a corner to the Julia C. Compton Trust 2003 parcel; thence with nine lines of said Julia C. Compton Trust 2003 parcel, with a curve to the right having a radius of 305.51 feet, an arc length of 73.73 feet, a chord bearing of S 61° 23' 36" W, and a chord length of 73.55 feet to a point; thence, with a curve to the right having a radius of 322.36 feet, an arc length of 136.84 feet, a chord bearing of S 85° 34' 33" W, and a chord length of 135.82 feet to a point; thence, N 81° 12' 53" W, 21.34 feet to a point; thence, N 85° 47' 19" W, 102.88 feet to a point; thence, with a curve to the left having a radius of 456.50 feet, an arc length of 381.77 feet, a chord bearing of S 70° 15' 11" W, and a chord length of 370.74 feet to a point; thence, S 46° 17' 41" W, 3.29 feet to a point; thence, with a curve to the right having a radius of 793.50 feet, an arc length of 462.37 feet, a chord bearing of S 62° 59' 16" W, and a chord length of 455.85 feet to a point, thence, S 79° 40' 50" W, 52.62 feet to a point; thence, with a curve to the left having a radius of 556.50 feet, an arc length of 137.72 feet, a chord bearing of S 72° 35' 28" W, and a chord length of 137.37 feet to a rebar found, being a corner to a second Julia C. Compton Trust 2003 parcel; thence with fourteen lines of said second Julia C. Compton Trust 2003 parcel, with a curve to the left having a radius of 556.50 feet, an arc length of 141.32 feet, a chord bearing of S 58° 13' 35" W, and a chord length of 140.95 feet to a point; thence, S 50° 57' 04" W, 129.94 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of S 5° 57' 04" W, and a chord length of 26.16 feet to a point; thence, S 39° 02' 56" E, 23.00 feet to a point; thence, S 50° 57' 04" W, 87.00 feet to a point; thence, N 39° 02' 56" W, 23.00 feet to a point; thence, with a curve to the left having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of N 84° 02' 56" W, and a chord

length of 26.16 feet to a point; thence, S 50° 57' 04" W, 73.09 feet to a point; thence, with a curve to the right having a radius of 793.50 feet, an arc length of 331.84 feet, a chord bearing of S 62° 55' 54" W, and a chord length of 329.43 feet to a point; thence, S 74° 54' 44" W, 32.53 feet to a point; thence, with a curve to the left having a radius of 706.50 feet, an arc length of 231.41 feet, a chord bearing of S 65° 31' 43" W, and a chord length of 230.38 feet to a point; thence, S 56° 08' 43" W, 1345.77 feet to a point; thence, with a curve to the left having a radius of 706.50 feet, an arc length of 16.74 feet, a chord bearing of S 55° 27' 59" W, and a chord length of 16.74 feet to a point; thence, S 54° 47' 16" W, 254.40 feet to the beginning, containing 71.825 acres, more or less, as shown on a plat entitled "Plat of Sub-Division Charles Pointe Crossing Situate in the City of Bridgeport, Simpson District, Harrison County, West Virginia," dated March, 2019, as prepared by Ann's Run Limited Liability Company, Robert F. Stuart, P.S. No. 883, of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Plat Rack No. 2, Sheet 137.

And together with the following described tract or parcel of land:

PROPERTY DESCRIPTION
P/O TM 269 / PCL 22
CHARLES POINTE CROSSING, LLC
23.100 Acres

That certain tract or parcel of land, containing 23.100 acres, more or less, situate in the City of Bridgeport, Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a rebar found, being a corner to the Charles Pointe Crossing, LLC parcel and the Julia C. Compton Family Trust parcel; thence with seven lines of said Julia C. Compton Family Trust parcel, S. 8° 35' 46" E., 208.90 feet to a rebar found; thence, S. 30° 24' 49" E., 135.66 feet to a rebar found; thence, S. 27° 14' 04" E., 116.99 feet to a rebar found; thence, S. 53° 02' 34" E., 160.93 feet to a rebar found; thence, N. 83° 23' 46" E., 171.12 feet to a rebar found; thence, S. 48° 12' 27" E., 220.69 feet to a rebar found; thence, S. 53° 23' 14" E., 40.24 feet to a rebar found, being a corner to the Charles Pointe Crossing, LLC parcel; thence, with a curve to the right having a radius of 206.50 feet, an arc length of 123.27 feet, a chord bearing of S. 77° 06' 38" W., and a chord length of 121.44 feet to a point; thence, N. 85° 47' 19" W., 124.96 feet to a point; thence, with a curve to the left having a radius of 543.50 feet, an arc length of 438.74 feet, a chord bearing of S. 71° 05' 06" W., and a chord length of 426.93 feet to a point; thence, with a curve to the right having a radius of 18.50 feet, an arc length of 29.53 feet, a chord bearing of N. 86° 18' 37" W., and a chord length of 26.49 feet to a point; thence, N. 40° 34' 45" W., 10.02 feet to a point; thence, S. 49° 25' 15" W., 77.22 feet to a point; thence, S. 40° 19' 58" E., 9.58 feet to a point; thence, with a curve to the right having a radius of 18.50 feet, an arc length of 30.52 feet, a chord bearing of S. 6° 55' 35" W., and a chord length of 27.17 feet to a point; thence, with a curve to the right having a radius of 706.50 feet, an arc length of 314.37 feet, a chord bearing of S. 66° 55' 59" W., and a chord length of 311.78 feet to a point; thence, S. 79° 40' 50" W., 52.62 feet to a point; thence, with a curve to the left having a radius of 643.50 feet, an arc length of 172.02 feet, a chord bearing of S. 72° 01' 22" W., and a chord length of

171.50 feet to a point; thence, with a curve to the left having a radius of 644.40 feet, an arc length of 151.50 feet, a chord bearing of S. 61° 54' 17" W., and a chord length of 151.15 feet to a point; thence, S. 55° 33' 07" W., 10.40 feet to a point; thence, S. 50° 57' 04" W., 120.46 feet to a point; thence, with a curve to the right having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of N. 84° 02' 56" W., and a chord length of 26.16 feet to a point; thence, N. 39° 02' 56" W., 10.92 feet to a point; thence, S. 50° 57' 04" W., 87.00 feet to a point; thence, S. 39° 02' 56" E., 22.92 feet to a point; thence, with a curve to the right having a radius of 18.50 feet, an arc length of 29.06 feet, a chord bearing of S 5.° 57' 04" W., and a chord length of 26.16 feet to a point; thence, S. 50° 57' 04" W., 7.32 feet to a rebar found, being a corner to a second Charles Pointe Crossing, LLC parcel; thence with fourteen lines of said second Charles Pointe Crossing, LLC parcel, N. 32° 00' 00" W., 225.40 feet to a rebar found; thence, N. 51° 54' 22" E., 71.67 feet to a rebar found; thence, N. 42° 27' 10" W., 49.49 feet to a rebar found; thence, N. 32° 00' 00" W., 350.92 feet to a rebar found; thence, N. 8° 57' 53" W., 24.91 feet to a rebar found; thence, N. 69° 04' 42" E., 306.68 feet to a rebar found; thence, N. 33° 18' 30" E., 99.45 feet to a rebar found; thence, N. 51° 52' 29" E., 295.82 feet to a rebar found; thence, N. 78° 47' 45" E., 118.40 feet to a rebar found; thence, N. 46° 54' 49" E., 96.78 feet to a rebar found; thence, N. 5° 29' 08" E., 142.83 feet to a rebar found; thence, N. 43° 38' 10" E., 97.06 feet to a rebar found; thence, N. 79° 06' 26" E., 242.92 feet to a rebar found; thence, N. 80° 55' 31" E., 126.44 feet to the beginning, containing 23.100 acres, more or less, as shown on a plat entitled "Plat of Sub-Division Charles Pointe Crossing Situate in the City of Bridgeport, Simpson District, Harrison County, West Virginia," dated March, 2019, as prepared by Ann's Run Limited Liability Company, Robert F. Stuart, P.S. No. 883, of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Plat Rack No. 2, Sheet 137.

EXHIBIT C
Form of Receipt

[Date]

RECEIPT

Pursuant to the provisions of Section 6 of that certain Resignation of Escrow Agent; Appointment and Acceptance of Successor Escrow Agent; and Amendment to Escrow Agreement (Deed of Trust and Release Proceeds) effective as of July 15, 2022 between The County Commission of Harrison County; Genesis Partners, Limited Partnership; Charles Pointe Crossing, LLC; Wilmington Trust, N.A.; and UMB Bank, N.A. (the "*Amendment to Escrow Agreement*"), the undersigned on behalf of UMB Bank, N.A., as Successor Escrow Agent, acknowledges receipt of the Escrowed Funds in the amount of $0.00 and the original Deed of Trust, as said terms are referenced in the Amendment to Escrow Agreement.

DATED this _____ day of _____, 2022.

UMB Bank, N.A., as Successor Escrow Agent

By:_____

Name:_____

Title:_____

United States of America

State of West Virginia

County of Harrison, ss:

A

Clerk's Fiduciary Report

Estate from Wednesday, July 6, 2022, through Tuesday, July 12, 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, July 6, 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, **MICHAEL T GENIN** was appointed and qualified as ADMINISTRATOR of the estate of **JAMES ALAN GENIN**, deceased. Bond was 160,000.00.

On, Friday, July 8, 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, **TIMOTHY ELISCHER** was appointed and qualified as ADMINISTRATOR of the estate of **KAREN MARIE ELISCHER**, deceased. Bond was 50,000.00.

A duly certified copy of the last will and testament of **LESTER RAY SHIELDS**, deceased, late a resident of Hancock, West Virginia, was admitted to record.

A duly certified copy of the last will and testament of **PAUL B DAWSON**, deceased, late a resident of Marion, West Virginia, was admitted to record.

On, Monday, July 11, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **PAUL DANIEL THOMPSON**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

On, Tuesday, July 12, 2022, the following matters were disposed of in the presence of the Clerk:

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

KENNETH LEE MCCOY, who was named in the last will and testament of **CLARA ANNALEE MCCOY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

CECELIA ANN WATSON, who was named in the last will and testament of **ROY M HUGHES**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
IDA MARIE HIGH, who was named in the last will and testament of **ROY M HUGHES**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

John R Spires
Clerk of the Harrison County Commission

Wednesday, July 20, 2022

Confirmed

Sun Valley Public Service District

Regular Board Meeting

Tuesday, June 14, 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		
Sandra Patterson		

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the minutes for Tuesday, May 10, 2022, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained. Kevin said they amended these minutes to state on Phase III Sewer Project, #8, that Phase III B Engineering Service Agreement was tabled until the next Board meeting on June 14, 2022.

2. **Signing of Checks**
   Sandra Patterson made a motion to approve the Checks Signed Document dated 5/11/22 through 6/14/22. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

3. **Phase III Sewer Project**

1. Logan informed the Board that June 10th was the deadline for IJDC new project submissions. We have Phase IIIA and Phase IIIB submitted to IJDC. Logan said this is the first step on both of the Projects and they will be heard at the July 28th Council Meeting and August 3rd at the full Commission meeting.
2. Logan informed the Board that he has Phase IIIB Sanitary Sewer Extension to go over with them this evening. Logan said this is proposing to extend sanitary sewer service to the residents of Davisson Run Road, Old Davisson Run Road, Fletcher Heights and are formally requesting for the Clarksburg Sanitary Board to accept the flows for treatment. The District is proposing to serve approximately 150 customers in this project resulting in approximately 31,500 gallons of sewage per day. The District is proposing to tie into the Clarksburg Sanitary Board System near the Clarksburg Nursing and Rehabilitation Center. After discussion, **Connor Thompson made a motion to employ the Thrasher Engineering Group for the Phase IIIB Sanitary Sewer Extension Project Agreement in the amount of $895,000.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**
3. Kevin provided the Board with copies of letters of Engagement for Phase IIIA and Phase IIIB from Dave Glover. On Phase IIIA Project, he will provide legal services for $15,000.00 (not to exceed that amount) and for Phase IIIB Project, he will provide project attorney services on the project not to exceed $60,000.00 and PSC Attorney services on the project not to exceed $20,000.00. After discussion, **Connor Thompson made a motion to obtain Glover**

Legal PLLC, David Glover for his legal services for Phase IIIA Project not to exceed $15,000.00 and for Phase IIIB Project Attorney services on the Project not to exceed $60,000.00 and PSC Attorney services on the Project not to exceed $20,000.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

4. <u>Manager's Report</u>

A. Kevin provided the Board with a list of the Final Accounts that need to be written off. After discussion, **Connor Thompson made a motion to write off 10 (ten) final accounts in the amount of $3,077.22 for 2021-2022. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

B. Kevin provided the Board with a copy of a letter dated June 6, 2022 from Laura Pysz, County Administrator that reads: Mr. Dale, The purpose of this letter of Intent is to set forth certain binding commitments between the Harrison County Commission and the Sun Valley PSD. The Harrison County Commission has allocated $615,000.00 of the American Rescue Plan Act to the Sun Valley PSD to support the project to rehabilitate two lift stations and upgrade their telemetry to provide vital services to residents throughout Harrison County. If there is any further information needed, please reach out to the Harrison County Commission Office and we will be happy to assist with resolving any issues as they arise. Kevin and the Board discussed this in detail.

C. 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.

D. 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 May 26, 2022 and discussed.

E. Kevin provided the Board with a copy of the Water Loss Report for July through April, 2022, with a water loss of 52.00% for the month of May, and with a year to date adjusted water loss of 39.57%. Kevin said the new water tank has been overflowing at different times and Thrasher Engineering is to look into the elevations and telemetry of the new tank. Kevin and the Board discussed in detail.

F. 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 May, 2022 and the total outstanding when the disconnects are mailed each month. Kevin and the Board discussed this in detail.

G. Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 5/31/22 and discussed.

H. Kevin provided the Board with copies of the Water Income Statement for April, 2022 (period 10) and the Sanitary Income Statement for April, 2022 (also period 10) and discussed.

I. Kevin provided the Board with pictures of the old tank, which have been primed and painted. Kevin said they did a good job!!

J. Kevin informed the Board that they need to review and approve settlement offers from the PSC for the water rate increase (Case No. 22-0029-PWD-19A) and sewer rate increase (Case No. 22-0030-PSD-19A). After discussion, **Connor Thompson made a motion to approve the PSC Settlement agreement's for 19-A the water rate increase and the 19-A sewer rate increase. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

K. Kevin informed the Board that Rick Hite who works for Hepzibah PSD is planning on retiring this year. Kevin said that he put Zack Barnett at Hepzibah as the Chief Operator and to be a supervisor. Kevin said he told Zack that he would keep Tim Bosley on for 6 months

to work with him until December when we will re-negotiate his contract. Kevin and the Board discussed this in detail.

L. Kevin and the Board discussed in detail the water loss and what Kevin believes might be the problem.

M. Kevin provided the Board with copies of June and July, 2022 calendars and discussed.

5. Next Board Meeting

Sandra Patterson announced that the next Board meeting will be July 12, 2022.

6. Adjournment

There being no further business, **Connor Thompson made a motion to adjourn the meeting. Sandra Patterson 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: 6/30/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 6/30/22 **

** PAY-TO VENDOR **

ALL FUNDS

VENDOR#	VENDOR NAME / DATE	TRAN#	TYPE	REFERENCE	DESCRIPTION	I/P AMOUNT	I/P BALANCE
1,055	CHASE CARDMEMBER SERVICE						
	3/10/22	208384	401	7547-INT14	INTEREST CHARGES	22.56	22.56
	4/13/22	210456	401	7547-SAMS16	OFFICE SUPPLIES	92.69	92.69
	4/13/22	210457	401	7547-INT15	INTEREST CHARGES	23.94	23.94
	5/17/22	212652	401	7547-GLOT-CR	NEW TIRES-KEVIN'S TRUCK UN 2&FIN CHAR-CR	1,088.72	1,088.72
	5/17/22	212653	401	7547-HARGRE5	OIL CHANGE,ST INSPECT&THERMOSTAT UNIT 2	81.77	81.77
	5/17/22	212654	401	7547-SAMS17	OFFICE SUPPLIES	163.78	163.78
	5/17/22	212655	401	7547-CALL6	DELINQUENT CALLS	27.00	27.00
	5/17/22	212656	401	7547-INT16	INTEREST CHARGES	24.33	24.33
	6/15/22	214501	401	7547-WEF	WEF YEARLY MEMBERSHIP DUES TO 4/30/2023	80.00	80.00
	6/15/22	214502	401	7547-SAMS18	OFFICE SUPPLIES	89.54	89.54
	6/15/22	214503	401	7547-INT17	INTEREST CHARGES	22.40	22.40
						1,716.73*	1,716.73*
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
	5/05/22	212064	401	2022-631	ACCOUNTING-FY 2022-2023 BUDGETS&SAM.GOV	750.00	750.00
						35,042.90*	35,042.90*
3,300	CLARKSBURG WATER BOARD						
	6/15/22	214473	401	49001	6/22 WATER PURCHASED FOR DAVISSON RUN	21,721.52	21,721.52
						21,721.52*	21,721.52*
5,973	HAYES INSURANCE AGENCY INC.						
	5/17/22	212686	401	9559	QTR INS PMT 1/4 7/1/22-7/1/23 - MAIN POL	5,645.92	5,645.92
	5/17/22	212687	401	9601	QTR INS PMT 1/4 7/1/22-7/1/23 - AUTO POL	2,394.96	2,394.96
	5/17/22	212688	401	9603	QTR INS PMT 1/4 7/1/22-7/1/23 - UMB POL	740.96	740.96
	6/30/22	215441	401	9718	HIGHWAY PERMIT WA PROJECT THRU 6/12/23	100.00	100.00
						8,881.84*	8,881.84*
8,800	PUBLIC SERVICE COMMISSION						
	7/14/21	194941	401	12153	INTRASTATE REVENUE ASSESSMENT 2020	4,421.28	4,421.28

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

** OPEN INVOICES ** DUE DATE: 6/30/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 6/30/22 **

** PAY-TO VENDOR **

ALL FUNDS

VENDOR#	VENDOR NAME / DATE	TRAN#	TYPE	REFERENCE	DESCRIPTION	I/P AMOUNT	I/P BALANCE
8,800	PUBLIC SERVICE COMMISSION						
						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*
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*
11,875	TROMBOLD EQUIPMENT COMPANY INC						
	5/23/22 213035	401		326863 2 HLF	HTT CELL ANN COM FEE/SUPPORT TANKS YR HF	900.00	900.00
	6/15/22 214489	401		327237	HTT CELL ANN COM FEE/SUP SYC BOOS&WS VAL	960.00	960.00
						1,860.00*	1,860.00*
					VENDOR INVOICES	79,187.61**	79,187.61**

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 107 000 00	CONSTRUCTION IN PROGRESS RT 50	1	100.00	1	100.00
B	80 601 000 00	PURCHASED WATER	1	21,721.52	1	21,721.52
B	80 623 000 00	OPERATIONAL SUPPLIES & EXPENSE	2	1,860.00	2	1,860.00
B	80 675 200 00	HEPZIBAH MAINTENANCE HELP	1	81.89	1	81.89
B	80 905 000 00	SUPPLIES AND EXPENSES	1	18.90	1	18.90
B	80 921 000 00	OFFICE SUPPLIES & OTHER EXP	1	80.00	1	80.00
B	80 921 100 00	OFFICE SUPPLIES & OTHER EXPENS	7	250.14	7	250.14
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	5	14,225.00	5	14,225.00
B	80 924 000 00	PROPERTY INS & BLANKET BONDS	3	6,147.28	3	6,147.28
B	80 928 000 00	REGULATORY COMMISSION EXPENSE	1	3,094.90	1	3,094.90
B	80 933 000 00	TRANSPORTATION	2	819.34	2	819.34
	FUND# 80	WATER FUND	25	48,398.97	25	48,398.97
B	81 271 300 00	5.5 SEWER LINE EXT CONTRIBUT	9	2,063.34	9	2,063.34
B	81 781 000 00	BILLING & COLLECTING	1	8.10	1	8.10
B	81 793 000 00	GENERAL & MISC SUPPLIES & EXP	7	107.21	7	107.21
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	23	24,297.90	23	24,297.90
B	81 797 000 00	REGULATORY COMMISSION EXPENSES	1	1,326.38	1	1,326.38
B	81 798 000 00	PROPERTY INSURANCE & BONDS	3	2,634.56	3	2,634.56
B	81 811 000 00	TRANSPORTATION EXPENSE	2	351.15	2	351.15
	FUND# 81	SEWER FUND	46	30,788.64	46	30,788.64

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

** OPEN INVOICES ** DUE DATE: 6/30/22 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 ENDING DATE: 6/30/22 **

** PAY-TO VENDOR **

ALL FUNDS

ALL FUNDS	71	79,187.61	71	79,187.61

C-3

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
06/01/2022 - 06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	191,210.08	189,025.00	2,185.08	96.94%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	31.56	300.00	(268.44)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,398.89	341.67	3,057.22	1.72%
QUIET DELL LEASE	1,000.00	566.67	433.33	0.51%
TAP FEES	1,600.00	950.00	650.00	0.81%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	197,240.53	191,183.33	6,057.20	
EXPENSES				
ACCT, BILLING, & COLLECTING	3,734.00	5,133.33	(1,399.33)	2.07%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
CHEMICALS	145.00	108.33	36.67	0.08%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	29,350.00	(4,739.15)	13.64%
DIRECTORS FEES	440.67	491.67	(51.00)	0.24%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	6,555.96	6,241.67	314.29	3.63%
LAB SERVICE	780.00	925.00	(145.00)	0.43%
LABOR	30,105.74	28,441.67	1,664.07	16.69%
MAINTENANCE	8,699.37	11,216.67	(2,517.30)	4.82%
MISCELLANEOUS EXPENSE	-	33.33	(33.33)	0.00%
OFFICE SUPPLIES & EXPENSE	5.00	175.00	(170.00)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	9,321.00	5,991.67	3,329.33	5.17%
POWER PURCHASED	3,321.82	3,308.33	13.49	1.84%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	3,800.00	(3,800.00)	0.00%
REGULATORY COMMISSION	-	858.33	(858.33)	0.00%
RENEWAL & REPLACEMENT	6,605.05	3,975.00	2,630.05	3.66%
RENT EXPENSE	2,500.00	2,500.00	-	1.39%
TAXES	2,604.15	2,500.00	104.15	1.44%
TRANSPORTATION	5,203.11	3,491.67	1,711.44	2.88%
UTILITIES	519.64	925.00	(405.36)	0.29%
WATER PURCHASED	75,253.47	80,825.00	(5,571.53)	41.71%
TOTAL EXPENSES	180,404.83	190,291.67	(9,886.84)	
NET SURPLUS (DEFICIT)	16,835.70	891.67	15,944.03	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
06/01/2022 - 06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	200,139.21	210,008.33	(9,869.12)	97.06%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.21%
INTEREST INCOME	66.87	833.33	(766.46)	0.03%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	3,500.00	1,741.67	1,758.33	1.70%
UNUSUAL CHARGE	-	15,991.67	(15,991.67)	0.00%
TOTAL INCOME	206,206.08	231,075.00	(24,868.92)	
EXPENSES				
ACCT, BILLING, & COLLECTING	898.32	1,058.33	(160.01)	0.39%
BRIDGEPORT SANITARY BOARD	8,678.23	8,783.33	(105.10)	3.80%
CHEMICALS	280.00	1,325.00	(1,045.00)	0.12%
CLARKSBURG SANITARY BOARD	1,768.00	2,025.00	(257.00)	0.77%
DEBT SERVICE	133,747.73	92,519.58	41,228.15	58.61%
DIRECTORS FEES	359.33	283.33	76.00	0.16%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,345.83	4,600.00	745.83	2.34%
LAB SERVICE	296.00	1,000.00	(704.00)	0.13%
LABOR	16,221.53	18,825.00	(2,603.47)	7.11%
MAINTENANCE	20,046.98	20,966.67	(919.69)	8.78%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	786.22	991.67	(205.45)	0.34%
OUTSIDE SERVICES/CONTRACT LABOR	20,216.48	23,766.67	(3,550.19)	8.86%
POWER PURCHASED	12,573.57	20,083.33	(7,509.76)	5.51%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	1,758.33	(1,758.33)	0.00%
REGULATORY COMMISSION	1,325.00	608.33	716.67	0.58%
RENEWAL & REPLACEMENT	-	17,258.33	(17,258.33)	0.00%
RENT EXPENSE	-	-	-	0.00%
TAXES	762.98	1,716.67	(953.69)	0.33%
TRANSPORTATION	4,242.70	1,983.33	2,259.37	1.86%
UTILITIES	665.09	516.67	148.42	0.29%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	228,213.99	220,069.58	8,144.41	
NET SURPLUS (DEFICIT)	(22,007.91)	11,005.42	(33,013.33)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
06/01/2022 - 06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	391,349.29	399,033.33	(7,684.04)	97.00%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.62%
INTEREST INCOME	98.43	1,133.33	(1,034.90)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,398.89	341.67	3,057.22	0.84%
QUIET DELL LEASE	1,000.00	566.67	433.33	0.25%
TAP FEES	5,100.00	2,691.67	2,408.33	1.26%
UNUSUAL CHARGE	-	15,991.67	(15,991.67)	0.00%
TOTAL INCOME	403,446.61	422,258.33	(18,811.72)	
EXPENSES				
ACCT, BILLING, & COLLECTING	4,632.32	6,191.67	(1,559.35)	1.13%
BRIDGEPORT SANITARY BOARD	8,678.23	8,783.33	(105.10)	2.12%
CHEMICALS	425.00	1,433.33	(1,008.33)	0.10%
CLARKSBURG SANITARY BOARD	1,768.00	2,025.00	(257.00)	0.43%
DEBT SERVICE	158,358.58	121,869.58	36,489.00	38.75%
DIRECTORS FEES	800.00	775.00	25.00	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	11,901.79	10,841.67	1,060.12	2.91%
LAB SERVICE	1,076.00	1,925.00	(849.00)	0.26%
LABOR	46,327.27	47,266.67	(939.40)	11.34%
MAINTENANCE	28,746.35	32,183.33	(3,436.98)	7.04%
MISCELLANEOUS EXPENSE	-	33.33	(33.33)	0.00%
OFFICE SUPPLIES & EXPENSE	791.22	1,166.67	(375.45)	0.19%
OUTSIDE SERVICES/CONTRACT LABOR	29,537.48	29,758.33	(220.85)	7.23%
POWER PURCHASED	15,895.39	23,391.67	(7,496.28)	3.89%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	5,558.33	(5,558.33)	0.00%
REGULATORY COMMISSION	1,325.00	1,466.67	(141.67)	0.32%
RENEWAL & REPLACEMENT	6,605.05	21,233.33	(14,628.28)	1.62%
RENT EXPENSE	2,500.00	2,500.00	-	0.61%
TAXES	3,367.13	4,216.67	(849.54)	0.82%
TRANSPORTATION	9,445.81	5,475.00	3,970.81	2.31%
UTILITIES	1,184.73	1,441.67	(256.94)	0.29%
WATER PURCHASED	75,253.47	80,825.00	(5,571.53)	18.42%
TOTAL EXPENSES	408,618.82	410,361.25	(1,742.43)	
NET SURPLUS (DEFICIT)	(5,172.21)	11,897.08	(17,069.29)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2021 - 06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,161,966.30	2,268,300.00	(106,333.70)	96.83%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	401.74	3,600.00	(3,198.26)	0.02%
MISCELLANEOUS/RECONNECT FEES	56,597.96	4,100.00	52,497.96	2.53%
QUIET DELL LEASE	6,500.00	6,800.00	(300.00)	0.29%
TAP FEES	7,300.00	11,400.00	(4,100.00)	0.33%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	2,232,766.00	2,294,200.00	(61,434.00)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	64,779.67	61,600.00	3,179.67	3.00%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
CHEMICALS	1,925.00	1,300.00	625.00	0.09%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	295,330.20	352,200.00	(56,869.80)	13.69%
DIRECTORS FEES	6,755.91	5,900.00	855.91	0.31%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	73,046.89	74,900.00	(1,853.11)	3.39%
LAB SERVICE	10,817.81	11,100.00	(282.19)	0.50%
LABOR	368,120.94	341,300.00	26,820.94	17.06%
MAINTENANCE	146,354.60	134,600.00	11,754.60	6.78%
MISCELLANEOUS EXPENSE	4,732.65	400.00	4,332.65	0.22%
OFFICE SUPPLIES & EXPENSE	1,733.17	2,100.00	(366.83)	0.08%
OUTSIDE SERVICES/CONTRACT LABOR	69,843.31	71,900.00	(2,056.69)	3.24%
POWER PURCHASED	46,747.10	39,700.00	7,047.10	2.17%
PROPERTY/LIABILITY & INJURIES INSURANCE	20,597.87	45,600.00	(25,002.13)	0.95%
REGULATORY COMMISSION	10,505.34	10,300.00	205.34	0.49%
RENEWAL & REPLACEMENT	17,989.87	47,700.00	(29,710.13)	0.83%
RENT EXPENSE	30,000.00	30,000.00	-	1.39%
TAXES	31,842.47	30,000.00	1,842.47	1.48%
TRANSPORTATION	49,337.44	41,900.00	7,437.44	2.29%
UTILITIES	10,120.24	11,100.00	(979.76)	0.47%
WATER PURCHASED	897,084.64	969,900.00	(72,815.36)	41.58%
TOTAL EXPENSES	2,157,665.12	2,283,500.00	(125,834.88)	100.00%
NET SURPLUS (DEFICIT)	75,100.88	10,700.00	64,400.88	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2021 -06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,411,947.00	2,520,100.00	(108,153.00)	88.79%
FACILITIES CHARGE	30,000.00	30,000.00	-	1.10%
INTEREST INCOME	788.99	10,000.00	(9,211.01)	0.03%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	26,050.00	20,900.00	5,150.00	0.96%
UNUSUAL CHARGE	247,714.15	191,900.00	55,814.15	9.12%
TOTAL INCOME	2,716,500.14	2,772,900.00	(56,399.86)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	13,063.60	12,700.00	363.60	0.56%
BRIDGEPORT SANITARY BOARD	84,785.14	105,400.00	(20,614.86)	3.62%
CHEMICALS	8,173.76	15,900.00	(7,726.24)	0.35%
CLARKSBURG SANITARY BOARD	26,773.30	24,300.00	2,473.30	1.14%
DEBT SERVICE	1,061,208.30	1,110,235.00	(49,026.70)	45.33%
DIRECTORS FEES	5,194.09	3,400.00	1,794.09	0.22%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	56,433.81	55,200.00	1,233.81	2.41%
LAB SERVICE	5,293.21	12,000.00	(6,706.79)	0.23%
LABOR	204,626.77	225,900.00	(21,273.23)	8.74%
MAINTENANCE	204,098.89	251,600.00	(47,501.11)	8.72%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	16,842.70	11,900.00	4,942.70	0.72%
OUTSIDE SERVICES/CONTRACT LABOR	211,726.67	285,200.00	(73,473.33)	9.04%
POWER PURCHASED	149,931.57	241,000.00	(91,068.43)	6.40%
PROPERTY/LIABILITY & INJURIES INSURANCE	15,089.88	21,100.00	(6,010.12)	0.64%
REGULATORY COMMISSION	11,947.96	7,300.00	4,647.96	0.51%
RENEWAL & REPLACEMENT	204,890.95	207,100.00	(2,209.05)	8.75%
RENT EXPENSE	-	-	-	0.00%
TAXES	10,449.44	20,600.00	(10,150.56)	0.45%
TRANSPORTATION	36,717.27	23,800.00	12,917.27	1.57%
UTILITIES	13,681.09	6,200.00	7,481.09	0.58%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	2,340,928.40	2,640,835.00	(299,906.60)	100.00%
NET SURPLUS (DEFICIT)	375,571.74	132,065.00	243,506.74	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2021 -06/30/2022

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	4,573,913.30	4,788,400.00	(214,486.70)	92.42%
FACILITIES CHARGE	30,000.00	30,000.00	-	0.61%
INTEREST INCOME	1,190.73	13,600.00	(12,409.27)	0.02%
MISCELLANEOUS/RECONNECT FEES	56,597.96	4,100.00	52,497.96	1.14%
QUIET DELL LEASE	6,500.00	6,800.00	(300.00)	0.13%
TAP FEES	33,350.00	32,300.00	1,050.00	0.67%
UNUSUAL CHARGE	247,714.15	191,900.00	55,814.15	5.01%
TOTAL INCOME	4,949,266.14	5,067,100.00	(117,833.86)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	77,843.27	74,300.00	3,543.27	1.73%
BRIDGEPORT SANITARY BOARD	84,785.14	105,400.00	(20,614.86)	1.88%
CHEMICALS	10,098.76	17,200.00	(7,101.24)	0.22%
CLARKSBURG SANITARY BOARD	26,773.30	24,300.00	2,473.30	0.60%
DEBT SERVICE	1,356,538.50	1,462,435.00	(105,896.50)	30.15%
DIRECTORS FEES	11,950.00	9,300.00	2,650.00	0.27%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	129,480.70	130,100.00	(619.30)	2.88%
LAB SERVICE	16,111.02	23,100.00	(6,988.98)	0.36%
LABOR	572,747.71	567,200.00	5,547.71	12.73%
MAINTENANCE	350,453.49	386,200.00	(35,746.51)	7.79%
MISCELLANEOUS EXPENSE	4,732.65	400.00	4,332.65	0.11%
OFFICE SUPPLIES & EXPENSE	18,575.87	14,000.00	4,575.87	0.41%
OUTSIDE SERVICES/CONTRACT LABOR	281,569.98	357,100.00	(75,530.02)	6.26%
POWER PURCHASED	196,678.67	280,700.00	(84,021.33)	4.37%
PROPERTY/LIABILITY & INJURIES INSURANCE	35,687.75	66,700.00	(31,012.25)	0.79%
REGULATORY COMMISSION	22,453.30	17,600.00	4,853.30	0.50%
RENEWAL & REPLACEMENT	222,880.82	254,800.00	(31,919.18)	4.95%
RENT EXPENSE	30,000.00	30,000.00	-	0.67%
TAXES	42,291.91	50,600.00	(8,308.09)	0.94%
TRANSPORTATION	86,054.71	65,700.00	20,354.71	1.91%
UTILITIES	23,801.33	17,300.00	6,501.33	0.53%
WATER PURCHASED	897,084.64	969,900.00	(72,815.36)	19.94%
TOTAL EXPENSES	4,498,593.52	4,924,335.00	(425,741.48)	100.00%
NET SURPLUS (DEFICIT)	450,672.62	142,765.00	307,907.62	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
June 2022

OPERATING ACTIVITIES		
Net Income (Loss)	$	16,835.70
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	$	764.10
Accounts Payable	$	(5,714.57)
Customer Deposits	$	1,689.04
Due (From) To Sewer Fund	$	(269.32)
Net cash provided by Operating Activities	$	13,304.95
INVESTING ACTIVITIES		
Fixed Assets Projects	$	(1,000.00)
	$	-
Net cash provided by Investing Activities	$	(1,000.00)
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	12,304.95
Cash at beginning of period	$	1,077,860.65
Cash at end of period	**$**	**1,090,165.60**
Unrestricted Cash	$	611,940.14
Restricted Cash		
Depreciation Reserve	$	341,464.34
Bond Commission Sweep	$	26,503.00
Construction Stevens Run	$	45.00
SB 234	$	40,000.00
Customer Deposits	$	70,213.12
Total Restricted Cash	$	478,225.46
Total Unrestricted & Restricted Cash	**$**	**1,090,165.60**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
June 2022

OPERATING ACTIVITIES		
Net Income (Loss)	$	(22,007.91)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	$	(18,437.17)
Customer Deposits	$	5,827.60
Payroll Liabilities	$	(4,100.22)
Due (From) To Water Fund	$	269.32
Net cash provided by Operating Activities	$	(38,448.38)
INVESTING ACTIVITIES		
1450 · WORK IN PROGRESS:Row's & Land	$	(2,384.10)
Fixed Assets Project	$	(304,504.10)
Net cash provided by Investing Activities	$	(306,888.20)
FINANCING ACTIVITIES		
	$	-
5.5 Agreement	$	-
Draw on Bond & Grants	$	308,819.10
Net cash provided by Financing Activities	$	308,819.10
Net cash increase (decrease) for period	$	(36,517.48)
Cash at beginning of period	$	2,181,611.37
Cash at end of period	**$**	**2,145,093.89**
Unrestricted Cash	$	986,169.33
Restricted Cash		
Construction Account	$	1,687.04
Depreciation Reserve	$	927,113.58
Rural Development Reserve	$	25,281.49
Bond Commission Sweep	$	52,766.68
SB 234	$	40,000.00
Customer Deposits	$	112,075.77
Total Restricted Cash	$	1,158,924.56
Total Unrestricted & Restricted Cash	**$**	**2,145,093.89**
	$	-

C-1.

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
July 21, 2022
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. P&B Services, LLC
   - 3.1 Package Plant Report
   - 3.2 Sewer Plant Report
4. Bennett and Dobbins, PLLC
   - 4.1. Drawdowns – Review, discuss and act
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   - 5.1 Sewer Check Register and debit card transactions
   - 5.2 Water Check Register
6. The Thrasher Group, Inc.
   - 6.1 Sewer
     - 6.1.a. Phase II – Review, discuss and act
       - Pay App
     - 6.1.b. Enterprise – Review, discuss and act
       - Construction Update
       - Pay App
       - Change order #5
       - Engineering Amendment
     - 6.1.c. Sludge – Review, discuss and act
       - Project update
     - 6.1.d. Quiet Dell – Review, discuss and act
       - General Discussion
     - 6.1.e. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
       - Project Update
     - 6.1.f. 10-year Plan- Review, discuss and act
       - Bar Screen Replacement
       - Resolution to County
     - 6.1.g. River Crossings – Review, discuss and act
       - General Update
   - 6.2 Water
     - 6.2.a. Steven's Run – Review, discuss and act
       - Construction Update
       - Pay Request

- Change Order

6.2.b. Overall Water Project – Review, discuss and act

- Project Discussion

6.2.c. Locust Heights – Review, discuss and act

- Project Update
- Resolution to County

6.2.d. 10-year Plan – Review, discuss and act

- General Discussion

7. Bill Hoover – General Manager
   - 7.1 Water
     - 7.1.a. Water Loss Report
     - 7.1.b. Water Leak Report
   - 7.2 Sewer
     - 7.2.a. General Update
   - 7.3 Good of the District
     - 7.3.a. General Update
     - 7.3.b. DNR request for boat ramp
     - 7.3.c. Pave part of plant access road
8. Sam Harold – Mountain State Law
   - 8.1 Available for general consult
9. Executive Session

Adjournment of meeting

"THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW." TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDA, DIRECTOR OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVE., S.W., WASHINGTON, DC 20250-9410 OR CALL (800)795-3272(VOICE) OR (202)720-6382 (TDD).