Wednesday, December 14, 2022
9:00 A.M.

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

Join Zoom Meeting
****
https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 270967

Appointments:

9:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance
9:05 A.M. --- Funding Request --- Southern Area Library --- Wilma Bennett
9:15 A.M. --- Update from Amy Wilson and the Harrison County Economic Development Corporation on Current and Future Projects
9:25 A.M. --- Bid Opening ---Animal Control Facility

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Courtney Hardesty --- New Hire --- Effective 12-14-2022 --- Animal Control**
   - **B. Vincent Olliverio --- Transfer from Security to Process --- Effective 12-16-2022 --- Sheriff**
   - **C. Tim Cox --- Resignation --- Effective 12-15-2022 --- Process**
   - **D. John W. Smith --- Resignation --- Effective 12-09-2022 --- L.E.**
   - **E. Charlotte Lanahm --- Retirement --- Effective 11-30-2022 --- Tax Office**
   - **F. Braiden Klema --- New Hire --- Effective 12-25-2022 --- 911**
   - **G. Elizabeth Kirkpatrick --- New Hire --- Effective 12-25-2022 --- 911**
   - **H. Malcom Johnson --- New Hire --- Effective 12-25-2022 --- 911**
   - **I. Chris Ash --- New Hire --- Effective 01-03-2023 --- Tax Division**
   - **J. Zach Bartlett --- Pay Increase --- Effective 12-16-2022 --- L.E.**
   - **K. R.T. Ankrom --- Retirement --- Effective 12-16-2022 --- L.E.**
   - **L. Tim Ankrom --- Hired Effective 01-03-2023 --- L.E.**
   - **M. Denise D. Hyman --- Pay Grade Increase --- Effective 12-15-2022 --- Assessor**
   - **N. Denise Palmer --- Pay grade Increase --- Effective 12-15-2022 --- Assessor**
   - **O. Christina Richards --- Pay Grade Increase --- Effective 12-15-2022 --- Assessor**

4. Minutes and /or Amended Minutes of Previous Meeting: (NONE)
5. Requisitions --- Purchase Orders --- Invoices
    A. Vendor Requisition List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Application:
    A. Exonerations --- Exhibit A
    B. Corrective Tickets --- Exhibit B
7. Consideration of approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
    A. Requisition for Payment No. 35 --- $350,326.43
    B. Requisition for Payment No. 36 --- Genesis Partners, Limited Partnership $17,516.32
    C. Requisition for Payment No. 19 --- MuniCap, Inc. $150.00
    D. Requisition for Payment No. (12/14/22) --- $3,887.33
    E. Requisition for Payment No. 62 --- MuniCap, Inc. $7,137.50
8. Review – Discuss - Consider GSA Update --- (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
9. 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)
10. Consideration of Approval of Project Fund Requisitions for the Payment of Costs Associated with the Project Fund Agreement for Payment of Cost Associated with the Master Equipment Lease for Cruisers, 08-10-2022, between Harrison County Commission and Country Roads Leasing, LLC: (NONE)
11. Review – Discuss - Consider the Agreement for the Harrison County Regional Farm Recreation Complex
    A. Agreement and Scope of Services between Owner and Engineer
12. Review – Discuss – Consider Allowing the County Administrator to Work with Steptoe & Johnson to Terminate the Crossroads TIFF District
13. Review - Discuss – Consider Adopting a Resolution for the FY2022-2023 Local Economic Development Grant (LED). This Resolution Designates the Harrison County Economic Development Corporation as the Lead Economic Development Organization in the County.
14. Review - Discuss – Consider Approval of Transfer of Leave per Approved Policy for:
    A. James R McManus 480

B. Shara L. James 290.5

15. Review – Discuss – Consider HCC agreements with Harrison County Parks & Rec Commission
    A. Memorandum of Understanding
    B. Proposed Lease Agreement
16. Review – Discuss – Consider Authorization to Accept $60,000.00 Yearly Stipened from HC Board of Education for Deputy Shared between Nutter F ort Elementary School and Norwood Elementary School and that $60,000.00 be Added as a Line Item for 2022-2023 Fiscal Year Budget
17. Review – Discuss – Consider Adding another Telecommunicator Position to Harrison/Taylor E911
18. Review – Discuss – Consider Hiring to fill the Vacant Telecommunicator Position at Harrison/Taylor E911
    A. Lydia Walker
19. Review – Discuss – Consider CY 2023 Appalachia HIDTA Subaward Agreement
20. Administrator's Report
21. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 11-16-2022 thru 11-22-2022
    2. 11-23-2022 thru 11-29-2022
    3. 11-30-2022 thru 12-06-2022
B. Monthly Fiduciary Commission Settlements: (NONE)
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service:
    1. Charles Pointe Community Enhancement District Board --- Meeting Notice --- 12-02-2022
    2. Enlarged Hepzibah PSD --- Agenda 12-01-2022
    3. Bingamon PSD --- Meeting Minutes 10-17-2022
    4. Enlarged Hepzibah PSD --- Agenda 12-12-2022
    5. Sun Valley PSD Agenda 12-13-2022
D. Notice of Public Hearing --- Clarksburg Water Board, Final Vote on Adoption --- 11-29-2022 – 3:00P.M.
E. Waste Management --- Notice of Rate Increase --- Effective 01-01-2023
F. Exponent Telegram --- Legal Advertising Rate for 2023
G. Shentel --- 2023 Price Adjustment & Channel Line-up Notification
H. Final Report – Special Funding --- Johnstown CEO's/Johnstown Community Fair

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

T-1. Election Workers Pay Raises (05-18-2022)

9:05 AM

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: _____

Organization Name: Southern Area Library

Name and Title of Requester: Wilma Bennett, Director

Mailing Address of Organization and Responsible Person:
PO Box 282 Lost Creek WV 26385
If approved, this is where the check will be sent

Telephone: 304-745-4865 Fax: 304-745-4865 E-mail: wilma.bennett@clark.lib.wv.us

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

TOTAL Cost of Project/Activity: $ 16,044.65

Dollar Amount REQUESTED - Grant: $ 16,044.65 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: 2019 ; how much: $ 2500.00
When: _____ ; how much: $ _____
When: _____ ; how much: $ _____

Purpose of request (one sentence): Chairlift for Patrons to utilize the upstairs

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:
Chairlift, installation, WV inspection, Sales tax

Are your financial statements audited by an outside accounting firm? (Y) N
If Yes, by whom: Andrew Fizer

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? Face book and small plaque

(Name of Applicant) Wilma Bennett 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) Wilma Bennett, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Wilma Bennett 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) Wilma Bennett 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 Wilma Bennett, Director **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: _____

11/28/2022

LOST CREEK LIBRARY

Access & Mobility Enterprises Inc.
DBA 101 Mobility
302 Virginia Ave.
Huntington, WV 25701
Phone: (304) 522-6808
Fax: (304) 697-6808

LOST CREEK LIBRARY
120 EAST MAIN STREET
LOST CREEK , WV 26385

Terms

Quote Valid for 30 Days

DESCRIPTION	QTY	PRICE	TOTAL
Bruno - CRE-2110C - Commercial Elite Curve - 90 Degree Turn -Weight capacity: 400 lbs -Plush, generous-size seat w/ height adjustments -Offset swivel seat makes getting on/off safe and easy -Flip up arms, seat, and footrest create plenty of extra space on steps -Two wireless call/sends allow unit to be controlled remotely -Two 12v batteries ensure dependable performance even in a power outage -Soft start/stop for a smooth ride from start to finish -Adjustable footrest height for maximum comfort -Commercial Package including overspeed brake and key switch on chair- does not include keyed remote controls (designed to U.S. specifications) (high degree carriage) -Gold warranty: limited lifetime on major components; 2-year parts INSTALLATION INCLUDED	1	$15,995.00	$15,995.00
Inspection Fee 1ST WV STATE INSPECTION	1	$500.00	$500.00
Sales Tax	1	$1,154.65	$1,154.65

Quote Total

$17,649.65

By signing this purchase order I agree to the terms and conditions herein. Terms are 50% deposit at time of order and balance due upon completion of delivery and installation. Cancellations prior to installation are subject to a restocking fee of 15% of the total before tax. No cancellations after initiation of installation. Any custom applications cannot be cancelled and require a 50% non refundable deposit at time of final measurements, and the remaining 50% is to be paid prior to 101 Mobility placing the order with the manufacturer. This Agreement shall be governed by the laws of the State of West Virginia . Any legal proceedings to enforce the Agreement will be in an appropriate West Virginia court, and the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorneys fees, legal expenses and reasonable costs of collection).

Southern Area Public Library
Profit & Loss
July 2021 through June 2022

	Jul '21 - Jun 22	Jul '20 - Jun 21
Ordinary Income/Expense		
Income		
CD Income		
Interest from CD 0003362	215.21	257.79
Interest from CD 0013678	315.84	315.84
Interest from CD 1000560	29.12	82.71
Interest from CD 1000561	73.34	119.50
Interest from CD 5000953	116.46	151.50
Total CD Income	749.97	927.34
Fines, Fees, and Donations		
Basket Raffle	494.08	0.00
Book Sale	88.00	75.45
Other Events	105.00	0.00
Trustee Fundraiser	0.00	3,325.00
Fines, Fees, and Donations - Other	1,792.48	901.93
Total Fines, Fees, and Donations	2,479.56	4,302.38
Grants		
City Funding	3,250.00	3,250.00
Evans Grant	8,000.00	5,000.00
Held at Clarksburg		
Board of Education	9,209.01	9,183.82
County Commission	25,806.87	24,383.14
WVLC	3,770.00	3,138.00
Total Held at Clarksburg	38,785.88	36,704.96
Nutter Grant	7,000.00	6,000.00
Sacred Heart	1,723.00	1,468.00
Grants - Other	17,091.00	0.00
Total Grants	75,849.88	52,422.96
Total Income	79,079.41	57,652.68
Gross Profit	79,079.41	57,652.68
Expense		
Advertising	1,047.98	0.00
Travel Expense	612.33	0.00
Administrative Services	63.65	0.00
Tutoring Expense	0.00	265.00
Accounting	5,300.00	4,800.00
Bank Charges	1.16	0.00
Collections		
Books	4,614.84	3,266.59
Subscriptions	0.00	403.50
Total Collections	4,614.84	3,670.09
Depreciation Expense	1,159.89	457.90
Fundraising Expenses		
Cat's Meow	695.80	302.85
Total Fundraising Expenses	695.80	302.85
Meals and Entertainment	72.71	0.00
Membership Dues	189.00	48.10
Office Expenses		
Insurance	2,291.54	2,104.52
Misc	226.44	247.90
Postage	245.40	311.75
Programming	0.00	56.37
Repair & Maintenance	381.09	181.94
Supplies	10,002.91	4,257.52

No assurance is provided on these Financial Statements. Substantially all disclosures omitted.

Southern Area Public Library
Profit & Loss
July 2021 through June 2022

	Jul '21 - Jun 22	Jul '20 - Jun 21
Office Expenses - Other	74.73	17.49
Total Office Expenses	13,222.11	7,177.49
Payroll Cost		
FICA Expense	1,641.79	1,254.52
SUTA Expense	436.09	337.67
Wages	22,034.66	16,399.00
Total Payroll Cost	24,112.54	17,991.19
Payroll Expenses	77.97	48.03
Supplies	210.50	0.00
Utilities	5,798.73	4,053.42
Workers Compensation	660.00	668.00
Total Expense	57,839.21	39,482.07
Net Ordinary Income	21,240.20	18,170.61
Other Income/Expense		
Other Income		
Interest Earned	29.25	1,261.46
Total Other Income	29.25	1,261.46
Net Other Income	29.25	1,261.46
Net Income	**21,269.45**	**19,432.07**

No assurance is provided on these Financial Statements. Substantially all disclosures omitted.

Southern Area Public Library
Board Members
For fiscal year ended June 30, 2022

Board Members	Terms Expires
Cynthia Wotasek, President 189 Virginia Ave Lost Creek WV 26385	June 30, 2027
Cara Hall, Secretary 509 Lost Creek Romines Mills Road Lost Creek , WV 26385	June 30, 2026
Lisa Booth , Treasurer P O Box 83 Lost Creek , WV 26385	June 30, 2028
Lauren Coffman, Member 2114 Coburns Creek Road Clarksburg, WV 26301	June 30, 2028
Mary McCloud, Member PO Box 520 Lost Creek ,WV 26385	June 30, 2025

9:25 AM



HARRISON COUNTY COURT HOUSE

Harrison County Commission

LAURA PYSZ
COUNTY ADMINISTRATOR
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

November 16, 2022

NOTICE OF REQUEST FOR

ARCHITECTURAL/ENGINEERING PROPOSAL

The Harrison County Commission, Harrison County, West Virginia is in the process of selecting a consultant to evaluate, design, and serve as an owner's engineer/representative related to construction of a new or retrofitted animal control facility in Harrison County. The consultant will be required to evaluate suitable locations and building sizes to accommodate the existing and future needs of controlling the animal population of Harrison County.

Professional services will include but are not limited to (1) preparation of a preliminary engineering report including site selection and conceptual layout of the building; (2) preparation of specifications and design for all components of the project; (3) securing all necessary permits associated with the project; (4) preparation of bidding and contracting documents; (5) participation in the evaluation of bids received related to construction; and (6) monitoring and observation of construction activities as required to ensure compliance with plans and specifications. Contracts are to be awarded on a fixed fee, hourly, or other basis. The selected architect/engineer shall be retained throughout all stages of the project. All consultants interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management and staffing capabilities, and related prior experience.

Procurement of professional engineering services shall be in accordance with WV Code Chapter 5G-1-3 and 24 CFR 85.35 and 85.36. The object of the competitive process is to select the firm who will provide the highest quality of service at a realistic fee. Accordingly, technical qualifications and experience will be weighed heavily. The Harrison County Commission shall evaluate the statements of qualifications and performance data and other materials submitted by interested firms and select a minimum of three firms which, in their opinion, are best qualified to perform the desired service. Interviews with each firm selected shall be conducted with discussions regarding anticipated concepts and proposed methods of approach. The Harrison County Commission shall rank, in order of preference, the three professional firms deemed to be the most highly qualified to provide the services required and shall commence scope of services and price negotiations with the highest qualified professional firm for architectural/engineering and related construction management services.

Attention is directed to the fact that possible funding sources for the proposed project include but are not limited to the HUD Small Cities Community Development Block Grant Program, the Appalachian Regional Commission, USDA Rural Development, West Virginia Water Development Authority, WVDEP State Revolving Loan Fund, WV Infrastructure and Jobs Development Council, and local County sources. All work will be performed in accordance with the regulations issued by HUD and the State of West

Virginia appertaining hereto. The selected firm will be required to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 109 of the Housing and Urban Development Act of 1974, Conflict of Interest Statement and Access to Records provisions.

Should the Harrison County Commission be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the Harrison County Commission be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with these procedures until an agreement is made.

Please submit a sealed proposal with four (4) copies of all requested information to Harrison County Commission, Attention: Laura Pysz County Administrator, 301 W. Main Street 3rd Floor, Clarksburg, West Virginia, 26301 no later than 4:00 PM, December 8, 2022. It is the responsibility of the respondent to ensure the receipt of the proposal by the date and time specified

Sincerely,

Laura Pysz

Laura Pysz, County Administrator

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/14/2022		| | | - | | - | | | |
NAME Courtney Hardesty		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 716 / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) 3-1 Pay grade 31.717

Start Date 12/15/2022

*Animal Control

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Pyle	DATE 11/29/2022

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PAYROLL CHANGE NOTICE

3 yrs.

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/16/2022		

NAME	ADDRESS
Vincent Olliverio	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security/Process	

THE CHANGE(S):

☒ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE	730 Security	701 Process
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 12/16/2022 Transfer from part-time security to Process Division paygrade/step 4-6

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate M. Mattey, Sheriff	DATE 11/30/2022
HUMAN RESOURCES MANAGER Laura Tyler	DATE 12/1/2022

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PAYROLL CHANGE NOTICE

3-C

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/15/2022		| | | - | | - | | | | |

NAME	ADDRESS
Tim Cox	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Process	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Resignation effective 12/15/2022

Please pay available vacation days, if any.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kathy L. Mathis	DATE 11/30/2022
HUMAN RESOURCES MANAGER Laura Ryle	DATE 12/1/2022

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Amsterdam

PAYROLL CHANGE NOTICE

3-D

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/9/2022		- -

NAME	ADDRESS
John W. Smith	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		LE	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) Effective 12/9/2022, Mr. Smith has resigned his position.

Please pay available vacation days, if any.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kelly G. Mabry	DATE 11/30/2022
HUMAN RESOURCES MANAGER Laura Tyler	DATE 12/1/2022

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Amsterdam

PAYROLL CHANGE NOTICE

3-E

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/30/2022		| | |-| | |-| | | | |

NAME	ADDRESS
Charlotte Lanahm	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Tax Office	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Retirement effective 11/30/2022. Please pay available vacation days.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rob G. Mattingly, Sheriff	DATE 11/30/2022
HUMAN RESOURCES MANAGER Laura Ryan	DATE 12/1/2022

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3-F

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/25/2022		| | | - | | - | | | |
NAME: BRAIDEN K[illegible]MA		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 911 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	—	PG 3-1 $31717.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) E911 Dispatcher Trainee

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/1/2022
HUMAN RESOURCES MANAGER	DATE 12/16/2022

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PAYROLL CHANGE NOTICE

3-G

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/25/2022		| | |-| | |-| | | | |
NAME Elizabeth Kirkpatrick		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 911 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	–	PG 3-1 $31717.00
☐ 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)

TYPE OF LEAVE _____

- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ OTHER (Explain) E911 Dispatcher Trainee

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/1/2022
HUMAN RESOURCES MANAGER	DATE 12/6/2022

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3-H

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/25/2022		| | |-| | |-| | | | |

NAME	ADDRESS
Malcom Johnson	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	—	PG 3-1 $31717.20
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) E911 Dispatcher Trainee

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/1/2022
HUMAN RESOURCES MANAGER	DATE 12/16/2022

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PAYROLL CHANGE NOTICE

3-I

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/3/2023		- -

NAME	ADDRESS
Chris Ash	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Tax Division	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) New Hire effective 1/3/2023, paygrade/step 4-2

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert J. Mattey, Sheriff	DATE 11/30/2022
HUMAN RESOURCES MANAGER	DATE 12/7/2022

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PAYROLL CHANGE NOTICE

3-J

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/16/2022		

NAME	ADDRESS
Zach Bartlett	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 12/16/2022 promoted to Sergeant

Please increase annual salary to $62,119.43

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Rob J. Mattey, Sheriff	DATE 12/06/2022
HUMAN RESOURCES MANAGER Laura Pyle	DATE 12/7/2022

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PAYROLL CHANGE NOTICE

34

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/16/2022		

NAME	ADDRESS
R. T. Ankrom	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) Retirement effective 12/16/2022. Please pay available vacation days.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Ray J. Mathny, Sheriff	DATE 12/06/2022
HUMAN RESOURCES MANAGER Laura Pyle	DATE 12/7/2022

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PAYROLL CHANGE NOTICE

3-1

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/3/2023		- -

NAME	ADDRESS
Tim Ankrom	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		LE	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 1/3/2023, annual salary Paygrade/Step (12-1)

To be drawn from line item 700-3

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate G. Matthews, Sheriff	DATE 12/06/2022
HUMAN RESOURCES MANAGER Laura Tyler	DATE 12/7/2022

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3-M

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/15/2022		- -
NAME Denise D. Hyman		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 406 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE	4-11 54,376	4-12 57,095
☐ 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)_____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/9/22
HUMAN RESOURCES MANAGER	DATE 12/9/2022

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3-N

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/15/2022		
NAME: Denise Palmer		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 406 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE	5-12	7-11
☐ ADDRESS/PHONE	59.932	62.501
☐ 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) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE: [signature]	DATE 12/9/22
HUMAN RESOURCES MANAGER: Laura Pyle	DATE 12/9/2022

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3-0

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/5/2022		

NAME	ADDRESS
Christina Richards	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		406	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE	7-10	7-11
☐ ADDRESS/PHONE	59,524	62,501
☐ 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) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/9/22
HUMAN RESOURCES MANAGER	DATE 12/9/2022

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Date of Meeting	December 14, 2022	Invoice - Quote							
Work Order Number	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
41757	Statewide Ford Lincoln	Interceptor Equip Installed				$45,508.00			
41759	James & Law	Purple Ink Ribbon	$21.50						
41763	HC Sheriff	Notice Served - Adam Taylor	$25.00						
41765	APCO International	Re-Certification --- Lindsay Atha		$30.00					
41766	US Cellular	Tablet Data			$28.96				
41770	Uline	Trash Liners				$136.93			
41772	Motorola Solutions	Radio - Animal Control			$4,293.28				
41773	Trapuzzino's	Uniforms-- James	$909.13						
41774	Amazon.com	Phone Charger-Ron Woods	$12.99						
41775	Skasiks Cleaners	Dry Cleaning	$667.05						
41776	Skasiks Cleaners	Dry Cleaning	$418.55						
41777	John Deere Financial	Propane Refill-Parks & Rec			$16.39				
41778	Skasiks Cleaners	Dry Cleaning	$23.80						
41779	A-1 Exterminating	Pest Control -- 609 W. Main St.	$90.00						
41780	Amsterdam Printing Corp.	Payroll Change Notices	$482.71						
41781	Canon Financial Servioces	Copy Rental-- OEM			$220.28				
41782	Canon Financial Servioces	Copier Rentals Courthouse	$1,982.57						
41785	Chem-Aqua	Brioler Water Treatment-- Courthouse	$300.00						
41786	Fed Ex	Postage -- Courthouse	$77.08						
41787	Frontier Communications	Animal Control			$203.83				
41788	Frontier Communications	911 Taylor County		$932.22					
41789	Frontier Communications	Courthouse	$332.49						
41790	Frontier Communications	Courthouse	$318.24						
41794	Hope Gas	229 South Third St.	$30.29						
41795	Hope Gas	Courthouse/Annex	$2,687.78						
41796	Hope Gas	633 W. Pike St.	$290.69						
41797	Hope Gas	Public Safety Bld	$241.30						
41798	Hope Gas	609 W. Main St.	$53.50						
41800	John Deere Financial	Rodent Repellent			$34.99				
41801	Midwest Veterinary Supply	Meds -- Animal Control			$663.92				
41802	Mon Power	County Parking Lot	$6.62						
41804	Mon Power	Va Rail Trail	$117.53						
41805	Mon Power	609 . Main St.	$979.43						
41806	Mon Power	Grafton Tower		$363.93					
41807	Pitney Bowes Bank Inc.	Postage- Mail Machine	$6,169.31						
41808	Exponent Telegram	Notice on Architectural Engineering	$87.89						
41809	Waste Management	Waste Collection	$83.63						
41810	West Milford VFD	Reimbursement for Invoices	$30,000.00						
41811	Shinnston Ace Hardware	Repairs to Weed Eater	$152.93						
41812	Truist	Law Enforcement	$60.72						
41815	Advance Auto Parts	Battery -Backup Generator - JSJOC			$133.99				

41816	Waste Management	Waste Collection	$116.43						
41817	Waste Management	Waste Collection	$861.42						
41820	Exponent Telegram	Legal Ad -- Tyler Gordon Case	$72.32						
41821	Canon Financial Servioces	Copy Rental				$220.28			
41822	Hart Offce Solutions	Copier Rental				$213.30			
41823	Simmerman Law Office	General Advice -- County Comm	$8,780.16						
41824	Witmer Public Safety Group	Ammo --- L.E.	$5,695.00						
41825	Simmerman Law Office	General Advice --Rail Trail	$680.00						
41826	Simmerman Law Office	General Advice -- Planning	$580.00						
41827	Lowe's	Maintenance Supplies Courthouse	$77.53						
41828	Sandy's True Value	Maintenance Supplies Courthouse	$145.67						
41829	Hart Offce Solutions	Copier Rental	$141.10						
41830	Witmer Public Safety Group	Ammo --- CH Security	$5,695.00						
41831	Witmer Public Safety Group	Ammo --- Process Servers	$5,695.00						
41832	Tri-State Roofing & Sheet Metal	Public Safety Complex Roof	$9,760.00						
41834	Advantage Technology	Support for Storage Server	$1,498.32						
41835	Optimum Business	West Milford L.E.	$157.87						
41838	Anmoore EMS	Allotment - Nov. 2022 - Runs			$8,905.98				
41839	Bridgeport FD - EMS	Allotment - Nov. 2022 - Runs			$4,226.90				
41841	Harrison County EMS	Allotment - Nov. 2022 - Runs			$20,112.18				
41842	City of Salem	Allotment - Nov. 2022 - Runs			$1,985.66				
41844	Benny's Boot Hill	Safety Toe Shoe - Shingleton	$144.00						
41845	Truist	Deputy McManus	$45.90						
41846	Trapuzzino's	Uniforms	$265.98						
41847	Trapuzzino's	Uniform Pants-Shingleton	$356.72						
41849	Wright Line LLC	Support - Dispatch Consoles		$771.60					
41852	Enviroclean, LLC	Monthly Janitorial Service	$11,750.00						
41853	City of Shinnston	Water Service --Animkal Control			$43.98				
41854	Audubon Animal Clinic	Animal Control Visit			$668.20				
41856	Lowe's	Replacement of Lights on Roof	$127.92						
41861	Sandy's True Value	Tarp & Tie Down			$49.15				
41862	James & Law	Office Supplies			$55.17				
41863	Reep Graphics	Disc Golf Sign			$350.00				
41864	RD Wilson	Supplies			$37.19				
41865	Donna Stuart	Reimbursement				$22.43			
41866	PharmChem	Sweat Patch Analysis				$31.45			
41867	The Water Shop	Cups for Coolers				$150.00			
41868	Enlarged Hepzibah PSD	Spelter Ballfield			$68.16				
41869	OpAns, LLC	Toxicology Analysis				$3,100.00			
41870	Mon Power	Rec Complex			$836.87				
41871	Waste Management	Summit Park			$112.84				
41872	Frontier Communications	Telephone-- Parks & Rec			$251.18				
41873	Nature Watch	Candle Activity Kits--Parks & Rec			$163.90				
41874	Lowe's	Supplies				$196.57			
41877	Trapuzzino's	Uniform --- McManus	$1,495.49						
41878	Project Lifesaver, Inc.	Instructor & Trainning Fee							$1,050.16

41879	All Pets Clinic	Exam & Booster Shots	$286.70						
41879	James & Law	Furniture HCCC Offices				$3,543.00			
41882	Micro Distributing	Hair Follicle Lab				$482.00			
41883	BestNotes	Monthly Subscription				$507.00			
41884	Advantage Technology	IP Phones	$525.00						
41885	Advance Auto Parts	Air Filter - Garage	$11.39						
41886	Advance Auto Parts	Supplies for Garage	$19.42						
41887	Appalachian Tire	Tires - Garage	$2,536.50						
41888	Batman Trophies & Awards	Name Plate - Judge Marks	$5.25						
41890	Amtower Auto Supply	Supplies for Garage	$45.50						
41892	Chenoweth Ford	Supplies for Garage	$484.29						
41893	Chenoweth Ford	Supplies for Garage	$472.02						
41894	Citynet, LLC	Monthly Service	$11,205.34						
41895	Clarksburg Veterinary Hospital	Animal Control			$420.17				
41896	Clarksburg Water Board	Courthouse	$538.10						
41897	Clarksburg Water Board	WVU Extension Office	$79.77						
41898	Clarksburg Water Board	Courthouse/Annex	$246.67						
41899	Clarksburg Water Board	Correctional Center	$201.52						
41900	Clarksburg Water Board	609 W. Main	$205.72						
41901	Collision Plus LLC	Maintenance Truck	$79.15						
41902	Dan Cave Buick	Repairs to Maintenance Truck	$90.33						
41903	Frank DeMarco	Phone Service - Oct, Nov, Dec							$154.92
41904	Enterprise Sanitation	Waste Collection- Animal Control			$173.41				
41905	Fisher Auto Parts	AC Air Filter-- Restock	$40.56						
41906	Fed Ex	Postage - Grants Dept.	$68.27						
41907	HC Bank	Airport Property Payment	$34,395.48						
41908	HC Emergency Squad	Vending Machine Supplies			$29,526.22				
41909	Harry Green	4 Wheel Alignment X3	$359.85						
41910	Hillbilly Truck Repair	Towed Vehicle to Garage	$79.08						
41911	Harrison Rural Electric	Genesis Blvd		$2,392.18					
41912	Harrison Rural Electric	Lost Creek		$708.83					
41913	MCM	Copy Rental-Pros Atty	$493.68						
41914	MCM	Copy Rental-Sheriff Dept.	$189.95						
41915	Michel, Inc	Parts-Heater in Basement	$318.35						
41916	Leedy Elevator Inspection	Annual Inspection - 911			$250.00				
41917	WV Division of Labor	Plumber Cert Renewal-Woneldorff	$75.00						
41918	Kevin Renzelli	Phone Service - Oct, Nov, Dec							$154.92
41919	Software System Inc.	Maintenance	$2,001.57						
41920	Telegram Exponent	HC Tax Liens	$4,048.10						
41921	The Water Shop	Water Various Offices	$145.25						
41923	TK Elevator	Maintenance	$3,270.68						
41924	Michael Weiss	Phone Service - Oct, Nov, Dec							$154.92
41925	Whaley Distributing	Wash & Wax Supplies -Garage	$602.48						
41926	Kimberly Wygal	Phone Service - Oct, Nov, Dec							$154.92
41927	West Union Bank	Lease Payment-Cruisers	$8,023.45						
41928	WV Paging	Magisrates Pagers							$81.00

41929	Warren Davis	Phone Service - Oct, Nov, Dec							$154.92
41934	Truist	Deputy Hall							$14.95
41937	James & Law	Supplies to Restock Cage	$2,181.30						
41940	Waste Management	Waste Taken to Landfill	$259.33						
41941	MCM	Blk Toner-Assessor	$141.99						
41942	Fifth Third Bank	Mon Power-- 609 W. Main St.	$1,189.78						
41943	Fifth Third Bank	Mon Power--229 S. Third St.	$14,139.25						
41945	Arc of Harrison County	Cleaning Plaza	$310.00						
41946	Xerox Corporation	Copy Rental-County Clerk	$136.38						
41947	City of Bridgeport	Water- Genesis Blvd		$222.80					
41948	Hope Gas	911 Center		$401.13					
41950	Chem-Aqua	WaterTreatment -- Senior Center			$250.00				
41951	Scalise Industries	Supplies -Furnace -Extension Office	$786.96						
41952	Clarksburg Water Board	Water-- Rec Complex			$117.12				
41953	Enterprise Sanitation	Garbage -- Spelter Ball Field			$104.99				
41954	Enterprise Sanitation	Garbage-- Rec Complex			$424.68				
41955	Mon Power	Summit Park			$11.23				
41959	Schwaab, Inc.	Notary Stamp	$38.45						
41960	WV Paging	Pager	$7.00						
41961	Mon Power	Public Safety Bld	$1,055.35						
41962	WV Regional Jail	Inmate Housing--Nov 2022	$137,705.50						
41963	Credential Research, LLC	Applicant Profile Request	$53.50						
41964	Bruceton Petroleum Co.	Unleaded Fuel	$4,393.02						
41965	WV Division of Labor	Certificate of Operation			$90.00				
41966	Fifth Third Bank	P-Card			$301.09				
41967	MCM	Copy Rental-- Parks & Rec			$301.95				
41968	John Madia	Mileage Reimbursement	$46.50						
41969	HiTouch Business Service	Copy Paper	$1,520.00						
41970	Mon Power	Quiet Dell School	$90.93						
41971	Scalise Industries	Rt. 19 --- Garage	$1,115.00						
41972	Ottis Elevator	Insapection --911 Center			$2,247.00				
41973	Reclaim Company	Clean up Bank Bld--Wallace	$38,500.00						

County Clerk	Election Systems & Software	Poll Books	$2,207.35						
County Clerk	Creative Forms & Concepts	Forms & Envelopes	$308.96						
County Clerk	Casto & Harris	Gen. Electon Sign Recog. Paper	$990.00						
County Clerk	Winbrook Management	Voting Loc. Rental (Rosebud Plaza)	$1,190.00						
County Clerk	P-Card	Bjudget Truck/Sams Club Fuel	$2,081.34						
County Clerk	Exponent Telegram	Legal Advertisement	$236.00						
			$382,592.87	$5,822.69	$77,680.86	$54,110.96	$0.00	$0.00	$1,920.71
					Grand Total :	$522,128.09			

6-A

Exhibit A Exonerations

RE 235 Tracey Lloyd Jr. & Forrest
RE 236 We R Farmers, LLC
RE 237 Morgan Sharon Kay
RE 238 Morgan Sharon Kay

EXONERATIONS

RE 235

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **TRACEY LLOYD JR & FORREST** whose address is, 624 ONEIL HOLLOW RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **21780** on **PT 31.57 AC LIMESTONE (FARM)**, Class **2** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **17620**, Class **2** in and for the year **2022**, resulting in a difference in assessed value of **4160**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had adjustment to residential land due to commercial prime site on 6002 ticket #24076. Exonerate a value of 4160 at a class 2 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6845168**
Ticket No. **24075**
Tax Year **2022**

Amount Exonerated: $ 49.02

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE 236

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **WE-R-FARMERS LLC** whose address is, PO BOX 397 GLENVILLE, WV 26351, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **14120** on **29.21 AC ROBINSON RUN TRACT 1677**, Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **4380**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **9740**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayers applied for Manage Timber & was approved by the state. Erroneously double assessed for part of the land. Exonerate a value of 9,740 at a Class 3 rate of levy to correct the overcharge.

District: **09 - EAGLE-OUTSIDE**
Account No. **6607371**
Ticket No. **34872**
Tax Year **2022**

Amount Exonerated: $ 229.56

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

RE 237

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MORGAN SHARON KAY** whose address is, C/O VOLUSIA VENTURES LLC PO BOX 100 PRINCETON, WV 24740, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **2 LOTS 120 121 PLEASANT HILL INC PAR 104 ***2020 BACKTAX***, Class **3/4** in **CLAY-SHINNSTON**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had duplicate back tax created for the 2020 tax year. ***CANCEL TICKET & MARK IMPROPER***

District: **06 - CLAY-SHINNSTON**
Account No. **6157794**
Ticket No. **18329**
Tax Year **2022**

Amount Exonerated: $ 0.00

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

RE238

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MORGAN SHARON KAY** whose address is, C/O VOLUSIA VENTURES LLC PO BOX 100 PRINCETON WV 24740, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **2 LOTS 120 121 PLEASANT HILL INC PAR 104 ***2020 BACKTAX*****, Class **3/4** in **CLAY-SHINNSTON**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **0**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had duplicate back tax created for the 2020 tax year. ***CANCEL TICKET & MARK IMPROPER***

District: **06 - CLAY-SHINNSTON**
Account No. **6157794**
Ticket No. **18330**
Tax Year **2022**

Amount Exonerated: $ 0.00

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph L Romano

6-B

Exhibit B Corrective Tickets

RE 141 James S. Lacaria
RE 142 Qureshi Saleem
RE 143 Bridgeport Hotel Limited Partnership
RE 144 Bridgeport Hotel enterprises LLC
RE 145 Morgan Lodging Inc.
RE 146 John L Jr Perri & Tara
RE 147 Tracey Lloyd Jr & Forrest

RE 141

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 30th day of November, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **LACARIA JAMES S** whose address is, PO BOX 2284 CLARKSBURG, WV 26302, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **27660** on **1 LOT 9 JACKSON ADD** , Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **19860**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property erroneously had a new building incorrectly assessed on real & on personal property. Create ticket of a value of 19,860 (L=14,700 B=5160) at a Class 4 rate of levy to property assess and allow discounts and half year payments as afforded all taxpayers.

District **03 - CLARK-CLARKSBURG**
Account No. **6097788**
Ticket No. **7726**
Tax Year **2022**

Amount Exonerated: **$859.34**
Corrected Ticket Amount: **$ 617.01**
TIF: #

PRESENT: Prosecuting Attorney

APPROVED: President, County Commission

(or)

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE 142

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **QURESHI SALEEM** whose address is, 596 MARTHA AVE SHINNSTON WV 26431-1060, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **69840** on **1 LOT 13 & W 1/2 12**, Class 3/4 in **CLAY-SHINNSTON**, Harrison County, West Virginia, which should have been assessed at **69840**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property has been owner occupied since taxpayer purchased property in January 2020, therefore Class 2 applies. Create a ticket value of 69840 (L-25620 B-44220) at a Class 2 rate of levy to properly assess and allow discounts and half year payments as afforded all taxpayers.

District **06 - CLAY-SHINNSTON**
Account No. **6151736**
Ticket No. **18583**
Tax Year **2022**

Amount Exonerated: **$2169.78**
Corrected Ticket Amount: **$ 1084.89**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

CORRECTIVE TICKET

RE 143

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BRIDGEPORT HOTEL LIMITED PARTNERSHIP** whose address is, C/O ROYAL HOTELS*23 1515 JOHNSON AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2537700** on **1.7532 ACRES SIMPSON CREEK (HAMPTON INN)**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **2220000**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property owner appealed real estate value due to disruption of income flow. Data to support claim could not be filed before BORE Sine Die due to accounting logistics. Data was filed prior to October Board of Appeals and a correct value was derived. Create a ticket value of 2,220,000 (L-0 B-2,220,000) to properly assess and allow discount/half year payments as afforded all taxpayers.

District **16 - SIMPSON-BRIDGEPORT**
Account No. **6713283**
Ticket No. **54602**
Tax Year **2022**

Amount Exonerated: **$77998.74**
Corrected Ticket Amount: **$ 68233.92**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph R Romans

RE144

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BRIDGEPORT HOTEL ENTERPRISES LLC** whose address is, 9130 GUILFORD RD COLUMBIA MD 21046, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3457860** on **1.97 AC LAROSA TRACT & COAL O&G**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **3078700**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property owner appealed real estate value due to disruption of income flow. Data to support claim could not be fild before BORE Sine Die due to accounting logistics. Data was filed prior to October Board of Appeals and a correct value was derived. Create a ticket value of 3,078,700 (L-0 B-3,078,700) to properly assess and allow discount/half year payments as afforded all taxpayers.

District **16 - SIMPSON-BRIDGEPORT**
Account No. **6049037**
Ticket No. **54601**
Tax Year **2022**

Amount Exonerated: **$106280.78**
Corrected Ticket Amount: **$ 94626.92**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

RE145

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MORGAN LODGING INC** whose address is, 100 LODGEVILLE RD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2790360** on **4.73 AC NR COURTRIGHT HOLIDAY INN** , Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **2606220**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property owner appealed real estate value due to disruption of income flow. Data to support claim could not be filed before BORE Sine Die due to accounting logistics. Data was filed prior to October Board of Appeals and a correct value was derived. Create a ticket value of 2,606,220 (L-0 B-2,606,220) to properly assess and allow discount/half year payments as afforded all taxpayers.

District **16 - SIMPSON-BRIDGEPORT**
Account No. **6358853**
Ticket No. **57151**
Tax Year **2022**

Amount Exonerated: **$85764.5**
Corrected Ticket Amount: **$ 80104.77**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE146

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **PERRI JOHN L JR & TARA** whose address is, 8213 BYERS LN STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **209820** on **1 LOT 48 CATALPA HTS (.26 AC)**, Class **2** 3/4 in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **172740**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property was erroneously assessed for 1900 sq ft finish basement living area when in fact it was only 700 sq ft & land was also assessed incorrectly. Create a ticket value of 172,740 (L-20580 B-152160) to properly assess and allow discount/half year payments as afforded all taxpayers.

District **02 - CLARK-STONEWOOD**
Account No. **6719795**
Ticket No. **4171**
Tax Year **2022**

Amount Exonerated: **$3259.34**
Corrected Ticket Amount: **$ 2683.34**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

KE147

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 14th day of December, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **TRACEY LLOYD JR & FORREST** whose address is, 624 ONEIL HOLLOW RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **142800** on **PT 31.57 AC LIMESTONE (OIL & GAS EQUIP LEASE AREA)**, Class 3/4 in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **980**, in and for the year **2022**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2022**, as described below, be so ordered.

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

The above mentioned property was erroneously assessed for one acre prime site on a residential property. Create ticket of a value of 980 (L=980) at a Class 4 rate of levy to property assess and allow discounts and half year payments as afforded all taxpayers.

District **07 - COAL-OUTSIDE**
Account No. **6845168**
Ticket No. **24076**
Tax Year **2022**

Amount Exonerated: **$3365.51**
Corrected Ticket Amount: **$ 23.09**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

7-A

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

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

REQUISITION FOR PAYMENT NO. 35

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer") the Charles Pointe Economic Opportunity Development District Board (the "District Board") and Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2019 A Excise Tax Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2019 A Excise Tax Bonds"), dated as of August 16, 2019 (the "Indenture") between the Issuer and Wilmington Trust, N.A., a Development Agreement, dated as of August 16, 2019, by and among the Issuer, the District Board, the Developer and Charles Pointe Crossing, LLC (the "Site Developer") (the "Development Agreement"), and an Instrument of Removal, Acceptance and Appointment, dated June 22, 2022, and made effective as of July 15, 2022, by and between Issuer and Wilmington Trust, N.A., wherein UMB Bank, N.A. (the "Trustee" was named as successor trustee, that:

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

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

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

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

5. The total amount requested to be disbursed pursuant to this Requisition is $350,326.43. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $0.00 is to be paid to the District Board, the Developer or the Site Developer as reimbursement to the District Board, the Developer or the Site Developer for an invoice or statement previously paid by the District Board, the

Developer or the Site Developer to an entity that is not affiliated with the District Board, the Developer or the Site Developer; and

(b) $350,326.43 is to be paid to a third-party payee that is not affiliated with the District Board, the Developer or the Site Developer (including any contractor or supplier of materials) or on a joint basis to the District Board, the Developer or the Site Developer and such third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer, by the District Board and by the Developer by their duly Authorized Officers this **14th day of December, 2022.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

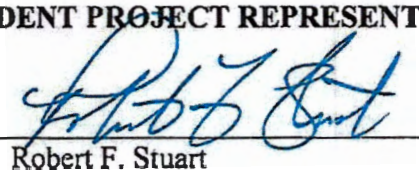
By: Realcom, Inc., its Managing General Partner

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

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

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

RESIDENT PROJECT REPRESENTATIVE

By: 

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

REIMBURSEMENT AND THIRD-PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $305,917.73

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

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

(3) Payment to third party payees:

	Vendor	Description of Expense	Amount	Payee Name(s)/ Address(es)
1.				
2.		(See attached schedule and supporting materials)		
3.				
TOTAL			$ 350,326.43	

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

Schedule I
to Requisition
(continued)

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

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Summary and ACH Instructions
Application 35

Vendor	ACH Instructions	Amount	Mailing Address
Wolfe Excavating LLC	Wolfe Excavating LLC Clear Mountain Bank ABA #051502599 Acct #3334910	317,153.38	70 Columbia Blvd Clarksburg, WV 26301
		317,153.38	

Genesis Partners, Limited Partnership
2019 Series A Bonds
Third Party Payees
Application 35

Vendor	Invoice Number	Invoice Date	Description of Expense	Amount	Address	Account Number
Civil & Environmental Consiutants, Inc.	341963	11/22/2022	Engineering & Design Services/ Construction Oversight	1,377.58	PO Box 644246 Pittsburgh, PA 15264-4246	165-037
	340253	11/5/2022	Engineering & Design Services/ Construction Oversight	19,872.24	PO Box 644246 Pittsburgh, PA 15264-4246	165-037
	333967	9/10/2022	Engineering & Design Services/ Construction Oversight	2,380.35	PO Box 644246 Pittsburgh, PA 15264-4246	165-037
	330682	8/10/2022	Engineering & Design Services/ Construction Oversight	5,025.77	PO Box 644246 Pittsburgh, PA 15264-4246	165-037
	325067	6/18/2022	Engineering & Design Services/ Construction Oversight	4,517.11	PO Box 644246 Pittsburgh, PA 15264-4246	165-037
			TOTAL	**33,173.05**		

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 30_R1

	Application Period: 07/22/22-10/12/22	Application Date: 10/12/2022
To (Owner): Genesis Partners, Limited Partnership	From (Contractor): Wolfe's Excavating	Via (Engineer): Civil & Environmental Consultants, Inc.
Project: Charles Pointe Crossing	Contract: Charles Pointe EODD #2 - Contract #1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 165-037

Application for Payment : Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$810,168.00	
2	$306,788.15	
3	$3,650,944.64	
4	$31,127.00	
5	$332,245.31	$83,116.16
6	$442,863.99	$593,051.10
7	$9,109.44	
8	$21,857.94	
TOTALS	$5,605,104.47	$676,167.26
NET CHANGE BY CHANGE ORDERS	$4,928,937.21	

1. ORIGINAL CONTRACT PRICE			$	$13,437,688.89
2. Net change by Change Orders			$	$4,928,937.21
3. Current Contract Price (Line 1 ± 2)			$	$18,366,626.10
4. TOTAL COMPLETED AND STORED TO DATE (Column O total on Progress Estimates)			$	$18,366,626.10
5. RETAINAGE:				
a.	X $14,520,855.56	Earthwork	$	
b.	X $3,436,164.70	CO3 - Utilities	$	
c. Total Retainage (Line 5.a + 5.b)			$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$	$18,366,626.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$	$18,049,472.72
8. AMOUNT DUE THIS APPLICATION			$	$317,153.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Column Q total on Progress Estimates + Line 5.d above)			$	

Contractor's Certification

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

Contractor Signature

By: Jason Manning 10/18/2022

Payment of: $ 317,153.38
(Line 8 or other - attach explanation of the other amount)

is recommended by: Steven A. Cain (Engineer) 11/17/22 (Date)

Payment of: $ 317,153.38
(Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) 11/29/22 (Date)
RESIDENT PROJECT REPRESENTATIVE

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

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - BODD #2 - Contract 1	Application Number:	30
Application Period:	07/22/22-10/12/22	Application Date:	10/12/2022

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$399,000.00	$399,000.00	1.00	$399,000.00			$399,000.00	100.0%	
2	Temporary/Permanent Traffic and Access Controls	1	LS	$70,639.07	$70,639.07	1.00	$70,639.07			$70,639.07	100.0%	
3	Unclassified Cut Bank Excavation/Embankment	4,100,302.80	CY	$2.59	$10,619,784.25	4,100,302.80	$10,619,784.25			$10,619,784.25	100.0%	
3.1	Unclassified Cut Bank Excavation/Embankment	4,100,302.80	CY	-$0.144	-$590,487.46	4,100,302.80	-$590,487.46			-$590,487.46	100.0%	
4	Topsoil Stripping/Stockpile	90,519.90	CY	$3.87	$350,312.01	90,519.90	$350,312.01			$350,312.01	100.0%	
4.1	Topsoil Stripping/Stockpile	90,519.90	CY	-$0.0095	-$862.24	90,519.90	-$862.24			-$862.24	100.0%	
5	Abandoned Gas Line Removal	6,535	LF	$4.31	$28,165.85	6,535.00	$28,165.85			$28,165.85	100.0%	
6	Gravel Pad Surfacing	770	TN	$24.12	$18,572.40	770.00	$18,572.40			$18,572.40	100.0%	
6.1	Gravel Pad Surfacing	770	TN	$0.0274	$21.10	770.00	$21.10			$21.10	100.0%	
7	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$24.17	$41,934.95	1,735.00	$41,934.95			$41,934.95	100.0%	
7.1	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$0.0114	$19.79	1,735.00	$19.79			$19.79	100.0%	
8	Fill Foundation Key/Intermediate Fill Key Drain	15,511	LF	$15.33	$237,778.72	15,510.68	$237,778.72			$237,778.72	100.0%	
9	Fill Foundation Key/Intermediate Fill Key Drain Outlet	2,215	LF	$7.30	$16,168.04	2,214.80	$16,168.04			$16,168.04	100.0%	
10	Rock Underdrain	8,415	LF	$17.62	$148,267.01	8,414.70	$148,267.01			$148,267.01	100.0%	
11	Settlement Monitoring Monument	15	EA	$406.88	$6,103.20	15.00	$6,103.20			$6,103.20	100.0%	
12	Wet Mine Seal	-	EA	$28,989.65								
13	WVDOH Type "G" Inlet	3	EA	$3,211.75	$9,635.25	3.00	$9,635.25			$9,635.25	100.0%	
14	15" HDPE Corrugated Pipe	552.60	LF	$17.94	$9,913.64	552.60	$9,913.64			$9,913.64	100.0%	
15	18" HDPE Corrugated Pipe	438.15	LF	$22.65	$9,924.10	438.15	$9,924.10			$9,924.10	100.0%	
16	24" HDPE Corrugated Pipe	90	LF	$31.00	$2,790.00	90.00	$2,790.00			$2,790.00	100.0%	
17	30" HDPE Corrugated Pipe	160	LF	$42.90	$6,864.00	160.00	$6,864.00			$6,864.00	100.0%	
18	Inlet/Outlet Protection (6" Rip Rap)	30.8	TN	$53.78	$1,656.42	30.80	$1,656.42			$1,656.42	100.0%	
19	Roadside Ditch (Synthetic,Jute,Rip Rap,Concrete)	9,605.79	LF	$11.47	$110,178.41	9,605.79	$110,178.41			$110,178.41	100.0%	
20	Diversion Ditch (Synthetic,Jute,Rip Rap,Concrete)	3,504	LF	$8.17	$28,627.60	3,503.99	$28,627.60			$28,627.60	100.0%	
21	Grain Ditch	5,912	LF	$8.96	$52,973.94	5,912.27	$52,973.94			$52,973.94	100.0%	
22	Rip Rap Apron	37	TN	$81.53	$2,975.85	36.50	$2,975.85			$2,975.85	100.0%	
23	1.5" (Size) Crusher Run Aggregate	6,213.54	TN	$23.37	$145,210.43	6,213.54	$145,210.43			$145,210.43	100.0%	
23.1	1.5" (Size) Crusher Run Aggregate (Fuel Price Adjustment)	5,981.64	TN	-$0.1050	-$627.96	5,981.64	-$627.96			-$627.96	100.0%	
24	2.5" (Size) Crusher Run Aggregate	8,845.32	TN	$23.37	$206,715.13	8,845.32	$206,715.13			$206,715.13	100.0%	
24.1	2.5" (Size) Crusher Run Aggregate	8,398.94	TN	-$0.1327	-$1,114.34	8,398.94	-$1,114.34			-$1,114.34	100.0%	
25	Geotextile Separation Fabric	12,995	SY	$1.04	$13,514.46	12,994.67	$13,514.46			$13,514.46	100.0%	
26	Guardrail (WVDOH Specifications)	2,148	LF	$18.79	$40,360.92	2,148.00	$40,360.92			$40,360.92	100.0%	
27	Guardrail End Terminal (WVDOH Specifications)	12	EA	$70.45	$845.40	12.00	$845.40			$845.40	100.0%	
28	Clearing and Grubbing	1	LS	$448,203.25	$448,203.25	1.00	$448,203.25			$448,203.25	100.0%	
29	Permanent Seeding	121	AC	$2,961.75	$358,371.75	121.00	$358,371.75			$358,371.75	100.0%	
30	Underground Electric & Phone Duct Bank	1	LS	$53,697.20	$53,697.20	1.00	$53,697.20			$53,697.20	100.0%	
31	E&S BMP's	1	LS	$407,981.52	$407,981.52	1.00	$407,981.52			$407,981.52	100.0%	
32	Subsurface Drain	1,809	LF	$74.12	$134,075.67	1,808.90	$134,075.67			$134,075.67	100.0%	
CO1												
CO1-1	Mobilization/Demobilization	1	LS	$116,277.88	$116,277.88	1.00	$116,277.88			$116,277.88	100.0%	
CO1-2	Unclassified Cut Bank Excavation/Embankment	4,100,303	CY	$0.12	$492,036.34	4,100,302.80	$492,036.34			$492,036.34	100.0%	
CO1-3	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$1.00	$1,735.00	1,735.00	$1,735.00			$1,735.00	100.0%	
CO1-4	1.5" (Size) Crusher Run Aggregate	6,214	TN	$1.00	$6,213.54	6,213.54	$6,213.54			$6,213.54	100.0%	
CO1-5	2.5" (Size) Crusher Run Aggregate	9,615	TN	$1.00	$9,615.32	9,615.32	$9,615.32			$9,615.32	100.0%	

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	30
Application Period:	07/22/22-10/12/22	Application Date:	10/12/2022

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
1	Mobilization/Demobilization	1	LS	$399,000.00	$399,000.00	1.00	$399,000.00			$399,000.00	100.0%	
2	Temporary/Permanent Traffic and Access Controls	1	LS	$70,639.07	$70,639 07	1 00	$70,639.07			$70,639.07	100.0%	
3	Unclassified Cut Bank Excavation/Embankment	4,100,302.80	CY	$2 59	$10,619,784.25	4,100,302.80	$10,619,784 25			$10,619,784 25	100.0%	
3.1	Unclassified Cut Bank Excavation/Embankment	4,100,302.80	CY	-$0.144	-$590,487.46	4,100,302.80	-$590,487.46			-$590,487.46	100.0%	
4	Topsoil Stripping/Stockpile	90,519.90	CY	$3.87	$350,312.01	90,519.90	$350,312.01			$350,312.01	100.0%	
4.1	Topsoil Stripping/Stockpile	90,519.90	CY	-$0.0095	-$862.24	90,519.90	-$862.24			-$862.24	100.0%	
5	Abandoned Gas Line Removal	6,535	LF	$4.31	$28,165.85	6,535.00	$28,165.85			$28,165.85	100.0%	
6	Gravel Pad Surfacing	770	TN	$24.12	$18,572.40	770 00	$18,572.40			$18,572.40	100.0%	
6.1	Gravel Pad Surfacing	770	TN	$0.0274	$21.10	770.00	$21.10			$21.10	100.0%	
7	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$24.17	$41,934.95	1,735.00	$41,934.95			$41,934.95	100.0%	
7.1	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$0.01 14	$19.79	1,735.00	$19 79			$19.79	100.0%	
8	Fill Foundation Key/Intermediate Fill Key Drain	15,511	LF	$15.33	$237,778.72	15,510.68	$237,778.72			$237,778.72	100.0%	
9	Fill Foundation Key/Intermedia: Fill Key Drain Outlet	2,215	LF	$7.30	$16,168.04	2,214.80	$16,168.04			$16,168.04	100.0%	
10	Rock Underdrain	8,415	LF	$17.62	$148,267.01	8,414.70	$148,267.01			$148,267 01	100.0%	
11	Settlement Monitoring Monument	15	EA	$406.88	$6,103 20	15.00	$6,103.20			$6,103.20	100.0%	
12	Wet Mine Seal	-	EA	$28,989.65								
13	WVDOH Type "C" Inlet	3	EA	$3,211.75	$9,635.25	3.00	$9,635.25			$9,635.25	100.0%	
14	15" HDPE Corrugated Pipe	552.60	LF	$17.94	$9,913.64	552.60	$9,913.64			$9,913.64	100.0%	
15	18" HDPE Corrugated Pipe	438.15	LF	$22.65	$9,924.10	438.15	$9,924.10			$9,924.10	100.0%	
16	24" HDPE Corrugated Pipe	90	LF	$31.00	$2,790.00	90 00	$2,790.00			$2,790.00	100.0%	
17	30" HDPE Corrugated Pipe	160	LF	$42.90	$6,864.00	160 00	$6,864 00			$6,864 00	100.0%	
18	Inlet/Outlet Protection (6" Rip Rap)	30.8	TN	$53.78	$1,656 42	30 80	$1,656.42			$1,656 42	100.0%	
19	Roadside Ditch (Synthetic,Jute,Rip Rap,Concrete)	9,605 79	LF	$11.47	$110,178.41	9,605.79	$110,178 41			$110,178.41	100.0%	
20	Diversion Ditch (Synthetic,Jute,Rip Rap,Concrete)	3,504	LF	$8.17	$28,627.60	3,503.99	$28,627 60			$28,627.60	100.0%	
21	Grain Ditch	5,912	LF	$8.96	$52,973.94	5,912.27	$52,973.94			$52,973.94	100.0%	
22	Rip Rap Apron	37	TN	$81.53	$2,975.85	36.50	$2,975.85			$2,975.85	100.0%	
23	1.5" (Size) Crusher Run Aggregate	6,213.54	TN	$23.37	$145,210 43	6,213 54	$145,210 43			$145,210 43	100.0%	
23.1	1.5" (Size) Crusher Run Aggregate (Fuel Price Adjustment)	5,981.64	TN	-$0.1050	-$627.96	5,981.64	-$627.96			-$627.96	100.0%	
24	2.5" (Size) Crusher Run Aggregate	8,845.32	TN	$23 37	$206,715 13	8,845.32	$206,715 13			$206,715.13	100.0%	
24.1	2.5" (Size) Crusher Run Aggregate	8,398.94	TN	-$0.1327	-$1,114.34	8,398 94	-$1,114.34			-$1,114.34	100.0%	
25	Geotextile Separation Fabric	12,995	SY	$1.04	$13,514.46	12,994.67	$13,514.46			$13,514.46	100.0%	
26	Guardrail (WVDOH Specifications)	2,148	LF	$18.79	$40,360.92	2,148.00	$40,360.92			$40,360.92	100.0%	
27	Guardrail End Terminal (WVDOH Specifications)	12	EA	$70.45	$845.40	12.00	$845.40			$845.40	100.0%	
28	Clearing and Grubbing	1	LS	$448,203.25	$448,203 25	1.00	$448,203.25			$448,203.25	100.0%	
29	Permanent Seeding	121	AC	$2,961.75	$358,371.75	121.00	$358,371.75			$358,371.75	100.0%	
30	Underground Electric & Phone Duct Bank	1	LS	$53,697.20	$53,697.20	1 00	$53,697.20			$53,697.20	100.0%	
31	E&S BMPs	1	LS	$407,981.52	$407,981.52	1.00	$407,981.52			$407,981.52	100.0%	
32	Subsurface Drain	1,809	LF	$74.12	$134,075.67	1,808.90	$134,075.67			$134,075.67	100.0%	
CO1												
CO1-1	Mobilization/Demobilization	1	LS	$116,277.88	$116,277.88	1.00	$116,277 88			$116,277 88	100.0%	
CO1-2	Unclassified Cut Bank Excavation/Embankment	4,100,303	CY	$0.12	$492,036.34	4,100,302 80	$492,036 34			$492,036.34	100.0%	
CO1-3	Construction Staging Area Gravel Pad Surfacing	1,735	TN	$1.00	$1,735.00	1,735.00	$1,735.00			$1,735.00	100.0%	
CO1-4	1.5" (Size) Crusher Run Aggregate	6,214	TN	$1.00	$6,213.54	6,213.54	$6,213.54			$6,213.54	100.0%	
CO1-5	2.5" (Size) Crusher Run Aggregate	9,615	TN	$1 00	$9,615.32	9,615.32	$9,615 32			$9,615.32	100.0%	

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	30
Application Period:	07/22/22-10/12/22	Application Date:	10/12/2022

ITEM	DESCRIPTION	CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
		PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
CO1-6	Clearing and Grubbing	1	LS	$135,000.00	$135,000.00	1.00	$135,000.00			$135,000.00	100.0%	
CO1-7	E&S BMP's	1	LS	$65,000.00	$65,000.00	1.00	$65,000.00			$65,000.00	100.0%	
CO2												
CO2-1	E&S Extended Maintenance	1	LS	$48,500.00	$48,500.00	1.00	$48,500.00			$48,500.00	100.0%	
CO2-2	Slower Production on Smaller Fill Area	587,982	CY	$0.08	$47,038.56	587,982.00	$47,038.56			$47,038.56	100.0%	
CO2-3	Slower Production on Remaining Fill	469,164	CY	$0.36	$168,899.04	469,164.00	$168,899.04			$168,899.04	100.0%	
CO2-4	Reworking Temporary 2:1 Fill Slope	128,335	SY	$0.33	$42,350.55	128,335.00	$42,350.55			$42,350.55	100.0%	
CO3												
CO3-1	Mobilization/Demobilization	1	LS	$24,000.00	$24,000.00	1.00	$24,000.00			$24,000.00	100.0%	
	EROSION CONTROL											
CO3-2	18" Compost Filter Sock	165	LF	$7.98	$1,316.70	165.00	$1,316.70			$1,316.70	100.0%	
CO3-3	32" Compost filter Sock	343	LF	$39.34	$13,493.62	343.00	$13,493.62			$13,493.62	100.0%	
CO3-4	Inlet Protection	3	EA	$228.72	$686.16	3.00	$686.16			$686.16	100.0%	
CO3-5	Stabilized Construction Entrance	-	EA	$2,905.02								
CO3-6	Miscellaneous E&S Controls	1	LS	$9,410.55	$9,410.55	1.00	$9,410.55			$9,410.55	100.0%	
	ROAD IMPROVEMENTS											
CO3-7	Sub-Base Excavation/Embankment	1,795	CY	$19.16	$34,388.37	1,794.80	$34,388.37			$34,388.37	100.0%	
CO3-8	9" WVDOH Class 1 Stone Sub Base	13,550	TN	$25.76	$349,046.28	13,549.93	$349,046.28			$349,046.28	100.0%	
CO3-9	4.5" HMA Type 37.5 Base Course	3,699	TN	$79.76	$295,041.01	3,699.11	$295,041.01			$295,041.01	100.0%	
CO3-10	2.5" HMA Type 19 Base Course	2,491	TN	$83.40	$207,761.08	2,491.14	$207,761.08			$207,761.08	100.0%	
CO3-11	1.5" HMA Type 9.5 Wearing Course	1,604	TN	$95.24	$152,765.91	1,604.01	$152,765.91			$152,765.91	100.0%	
CO3-12	Stabilization Fabric	22,610	SY	$2.79	$63,081.90	22,610.00	$63,081.90			$63,081.90	100.0%	
CO3-13	Pavement Striping & Markings	1	LS	$27,772.78	$27,772.78	1.00	$27,772.78			$27,772.78	100.0%	
CO3-14	Concrete Curb and Gutter	5,556	LF	$27.56	$153,112.34	5,555.60	$153,112.34			$153,112.34	100.0%	
CO3-15	Concrete Curb	4,960	LF	$27.52	$136,499.20	4,960.00	$136,499.20			$136,499.20	100.0%	
CO3-16	Concrete Median	-	SY	$123.56								
CO3-17	Concrete Sidewalk	1,310	SY	$95.30	$124,843.00	1,310.00	$124,843.00			$124,843.00	100.0%	
CO3-18	Sidewalk Ramps	8	EA	$3,637.66	$29,101.28	8.00	$29,101.28			$29,101.28	100.0%	
CO3-19	Ramp Detectible Warning Surface	8	EA	$289.30	$2,314.40	8.00	$2,314.40			$2,314.40	100.0%	
CO3-20	Guardrail Type 1	749	LF	$20.83	$15,601.67	749.00	$15,601.67			$15,601.67	100.0%	
CO3-21	Guardrail Type 1 Terminal Flare	2	EA	$578.60	$1,157.20	2.00	$1,157.20			$1,157.20	100.0%	
CO3-22	Signage	1	LS	$37,019.00	$37,019.00	1.00	$37,019.00			$37,019.00	100.0%	
	MISCELLANEOUS SITE FEATURES											
CO3-23	Permanent Seeding	8.50	AC	$4,347.23	$36,951.46	8.50	$36,951.46			$36,951.46	100.0%	
CO3-24	P3-1 Light Pole and Assembly	-	EA	$1,088.64								
CO3-25	Lighting Electrical Conduit	1	LS	$57,564.54	$57,564.54	1.00	$57,564.54			$57,564.54	100.0%	
	SITE UTILITIES (WATER)											
CO3-26	12" PVC - C-900 (Main Line) (0-3)	2,710	LF	$41.71	$113,042.44	2,710.20	$113,042.44			$113,042.44	100.0%	
CO3-27	8" PVC - C-900 (Service Laterals) (0-3)	161	LF	$28.35	$4,550.18	160.50	$4,550.18			$4,550.18	100.0%	
CO3-28	Air Release Valves	1	EA	$3,268.95	$3,268.95	1.00	$3,268.95			$3,268.95	100.0%	
CO3-29	12" Gate Valve Assembly	3	EA	$4,989.13	$16,963.04	3.40	$16,963.04			$16,963.04	100.0%	
CO3-30	12" Cap for Future Connection	1	EA	$3,567.05	$3,567.05	1.00	$3,567.05			$3,567.05	100.0%	
CO3-31	8" Cap for Future Connection	4	EA	$2,407.94	$9,631.76	4.00	$9,631.76			$9,631.76	100.0%	
CO3-32	20" Steel Casing (Dig and Backfill)	298	LF	$142.80	$42,554.40	298.00	$42,554.40			$42,554.40	100.0%	

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	30
Application Period:	07/22/22-10/12/22	Application Date:	10/12/2022

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
C03-33	16" Steel Casing (Dig and Backfill)	148.00	LF	$110.69	$16,382.12	148.00	$16,382.12			$16,382.12	100.0%	
C03-34	Fire Hydrant/Flushing Hydrant	4	EA	$5,598.82	$22,395.28	4.00	$22,395.28			$22,395.28	100.0%	
	SITE UTILITIES (SANITARY SEWER)											
C03-35	10" PVC SDR - 35 Sanitary Sewer Line (6-9)	12.30	LF	$109.44	$1,346.11	12.30	$1,346.11			$1,346.11	100.0%	
C03-36	10" PVC SDR - 35 Sanitary Sewer Line (9-12)	166.60	LF	$115.34	$19,215.64	166.60	$19,215.64			$19,215.64	100.0%	
C03-37	8" PVC SDR - 35 Sanitary Sewer Line (0-6)	1,414.10	LF	$59.50	$84,138.95	1,414.10	$84,138.95			$84,138.95	100.0%	
C03-38	8" PVC SDR - 35 Sanitary Sewer Line (6-9)	2,554.60	LF	$65.09	$166,278.91	2,554.60	$166,278.91			$166,278.91	100.0%	
C03-39	8" PVC SDR - 35 Sanitary Sewer Line (9-12)	257.60	LF	$67.15	$17,297.84	257.60	$17,297.84			$17,297.84	100.0%	
C03-40	Sanitary Sewer Cleanout	11	EA	$1,908.69	$20,995.59	11.00	$20,995.59			$20,995.59	100.0%	
C03-41	Sanitary Manhole	16	EA	$9,215.19	$147,443.04	16.00	$147,443.04			$147,443.04	100.0%	
C03-42	48" Sanitary Manhole Vertical Riser Pipe	21.00	VF	$784.10	$16,466.10	21.00	$16,466.10			$16,466.10	100.0%	
	SITE UTILITIES (MISC.)											
C03-43	Gas Service Line (Ditch, Dust, and Backfill)	2,845.10	LF	$14.86	$42,278.19	2,845.10	$42,278.19			$42,278.19	100.0%	
C03-44	12" Steel Casing (Dig and Backfill)	360	LF	$112.37	$40,453.20	360.00	$40,453.20			$40,453.20	100.0%	
C03-45	Underground Electric, Phone, Cable	5,124.32	LF	$12.97	$66,462.43	5,124.32	$66,462.43			$66,462.43	100.0%	
	STORMWATER MANAGEMENT											
C03-46	48" N-12 HDPE (9-12)	191.15	LF	$194.62	$37,201.61	191.15	$37,201.61			$37,201.61	100.0%	
C03-47	48" N-12 HDPE (12+)	522.25	LF	$226.95	$118,524.64	522.25	$118,524.64			$118,524.64	100.0%	
C03-48	48" CMP (6-9)	139.00	LF	$180.16	$25,042.24	139.00	$25,042.24			$25,042.24	100.0%	
C03-49	48" CMP (9-12)	25.00	LF	$184.66	$4,616.50	25.00	$4,616.50			$4,616.50	100.0%	
C03-50	48" CMP (12+)	34.50	LF	$211.04	$7,280.88	34.50	$7,280.88			$7,280.88	100.0%	
C03-51	42" N-12 HDPE (9-12)	628.60	LF	$168.61	$105,988.25	628.60	$105,988.25			$105,988.25	100.0%	
C03-52	42" N-12 HDPE (12+)	285.00	LF	$175.88	$50,125.80	285.00	$50,125.80			$50,125.80	100.0%	
C03-53	36" N-12 HDPE (9-12)	403.30	LF	$147.43	$59,458.52	403.30	$59,458.52			$59,458.52	100.0%	
C03-54	30" N-12 HDPE (6-9)	162.80	LF	$159.86	$26,025.21	162.80	$26,025.21			$26,025.21	100.0%	
C03-55	30" N-12 HDPE (9-12)	200.40	LF	$139.97	$28,049.99	200.40	$28,049.99			$28,049.99	100.0%	
C03-56	30" N-12 HDPE (12+)	-	LF	$139.72								
C03-57	18" N-12 HDPE (0-6)	237.10	LF	$81.35	$19,288.09	237.10	$19,288.09			$19,288.09	100.0%	
C03-58	18" N-12 HDPE (6-9)	254.90	LF	$86.99	$22,173.75	254.90	$22,173.75			$22,173.75	100.0%	
C03-59	15" N-12 HDPE (0-6)	452.50	LF	$61.09	$27,643.23	452.50	$27,643.23			$27,643.23	100.0%	
C03-60	Type R Inlet	28.00	EA	$9,958.67	$278,842.76	28.00	$278,842.76			$278,842.76	100.0%	
C03-61	Type G Inlet	-	EA	$5,518.31								
C03-62	60" Manhole Vertical Riser Pipe	5.50	VF	$1,921.22	$10,566.71	5.50	$10,566.71			$10,566.71	100.0%	
C03-63	48" Manhole, Frame and Lid	1	EA	$3,898.36	$3,898.36	1.00	$3,898.36			$3,898.36	100.0%	
C03-64	60" Manhole, Frame and Lid	-	EA	$6,074.86								
C03-65	Concrete Headwall	1	EA	$2,393.75	$2,393.75	1.00	$2,393.75			$2,393.75	100.0%	
C03-66	6" Rip Rap	-	TN	$74.95								
C03-67	9" Rip Rap	326.19	TN	$76.23	$24,865.46	326.19	$24,865.46			$24,865.46	100.0%	
C04												
C04-1	Lighting Electrical Conduit	1	LS	$10,613.00	$10,613.00	1.00	$10,613.00			$10,613.00	100.0%	
C04-2	Underground Electric, Phone, Cable	1	LS	$20,514.00	$20,514.00	1.00	$20,514.00			$20,514.00	100.0%	
C05												
C05-1	Topsoil Stripping/Stockpile (Credit)	1	LS	-$8,000.00	-$8,000.00	1.00	-$8,000.00			-$8,000.00	100.0%	
C05-2	Light Pole Base (Base Only)	35	EA	$641.00	$22,435.00	35.00	$22,435.00			$22,435.00	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Charles Pointe Crossing - EODD #2 - Contract 1	Application Number:	30
Application Period:	07/22/22-10/12/22	Application Date:	10/12/2022

ITEM		CONTRACT INFORMATION				PREVIOUS COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	COMPLETED TO DATE	%	BALANCE TO FINISH
ITEM	DESCRIPTION	PLAN QTY	UNITS	UNIT PRICE	SCHEDULED VALUE							
C05-3	Electric Conduit (4 x 4")	460	LF	$75.09	$34,541.40	460.00	$34,541.40			$34,541.40	100.0%	
C05-4	Electric Conduit (2 x 4")	280	LF	$48.88	$13,686.40	280.00	$13,686.40			$13,686.40	100.0%	
C05-5	Multi-Tenant Sign Foundation Excavation	1	LS	$15,626.54	$15,626.54	1.00	$15,626.54			$15,626.54	100.0%	
C05-6	Multi-Tenant Sign (Complete)	1	LS	$238,353.30	$238,353.30	1.00	$238,353.30			$238,353.30	100.0%	
C05-7	Earthen Berm Relocation (Pad 1)	1	LS	$9,246.14	$9,246.14	1.00	$9,246.14			$9,246.14	100.0%	
C07												
C07-1	SIGN ACCESS ROAD STONE - #4 BASE	284	LS	$27.75	$7,885.44	284.16	$7,885.44			$7,885.44	100.0%	
C07-2	SIGN ACCESS ROAD STONE - 1.5" Crusher Run	48	EA	$25.50	$1,224.00	48.00	$1,224.00			$1,224.00	100.0%	
	Totals				$18,366,626.10		$18,366,626.10			$18,366,626.10	100.00%	

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Invoice

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

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

November 22, 2022
Project No: 165-037
Invoice No: 341963

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through November 19, 2022

Task 0010 Construction Management

Professional Fees

	Hours	Rate	Amount	
Project Manager III				
Haws, Christopher	9.75	141.29	1,377.58	
	9.75		1,377.58	
				1,377.58
			Total this Task	**$1,377.58**
			Amount Due This Invoice	**$1,377.58**

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

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

ENGINEERING / DESIGN / CONSTRUCTION OVERSIGHT
RFS 11/29/22

Invoice

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

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

November 5, 2022
Project No: 165-037
Invoice No: 340253

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through October 22, 2022

Task 0010 Construction Management
Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	1.00	200.00	200.00	
Project Manager III				
Haws, Christopher	26.25	141.29	3,708.86	
	27.25		3,908.86	
				3,908.86
		Total this Task		**$3,908.86**

Task 0027 WV279 Plan Conversion
Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	1.00	200.00	200.00	
Project Manager III				
Haws, Christopher	4.50	141.29	635.81	
Project Manager II				
Carpenter, Patrick	8.00	171.40	1,371.20	
Assistant Project Manager				
Chambers, Courtney	90.00	123.42	11,107.80	
Staff Consultant				
Farnsworth, Taylor	12.00	99.43	1,193.16	
Senior Designer				
Simmons, Kenneth	3.50	137.26	480.41	
	119.00		14,988.38	
				14,988.38

Unit Billing

CADD	97.5 Hours @ 10.00	975.00	
Total Units	**1.0 times**	**975.00**	**975.00**
		Total this Task	**$15,963.38**

Invoice

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

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

September 10, 2022
Project No: 165-037
Invoice No: 333967

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through August 13, 2022

Task 0010 Construction Management

Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	3.50	200.00	700.00	
Project Manager III				
Haws, Christopher	11.00	141.29	1,554.19	
Field Technician				
Henderson, Brian	1.00	64.17	64.17	
Administrative Assistant				
Jacobs, Sydney	1.00	61.99	61.99	
	16.50		2,380.35	
				2,380.35
		Total this Task		**$2,380.35**
		Amount Due This Invoice		**$2,380.35**

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

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

ENGINEERING / DESIGN / CONSTRUCTION OVERSIGHT

RFS 11/29/22

Invoice

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

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

August 10, 2022
Project No: 165-037
Invoice No: 330682

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through July 30, 2022

Task 0010 Construction Management

Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	7.00	200.00	1,400.00	
Project Manager III				
Haws, Christopher	18.50	141.29	2,613.87	
Assistant Project Manager				
Barnette, Evan	4.00	119.99	479.96	
Office Manager				
Miller, Stephanie	.50	111.80	55.90	
Senior CADD Technician				
Losh, Joshua	2.25	101.13	227.54	
Administrative Assistant				
Jacobs, Sydney	.50	61.99	31.00	
	32.75		4,808.27	
				4,808.27

Unit Billing

Field Vehicle (Daily)	2.0 Days @ 100.00	200.00	
CADD	1.75 Hours @ 10.00	17.50	
Total Units	**1.0 times**	**217.50**	**217.50**

Total this Task **$5,025.77**

Amount Due This Invoice **$5,025.77**

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

ENGINEERING/DESIGN/CONSTRUCTION OVERSIGHT

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

RFS 11/29/22

Invoice

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

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

June 18, 2022
Project No: 165-037
Invoice No: 325067

Project 165-037 Charles Pointe Development

email: stuartrf@genesis-partners.com

Professional Services through May 21, 2022

Task 0010 Construction Management

Professional Fees

	Hours	Rate	Amount	
Principal				
Cain, Steve	5.00	200.00	1,000.00	
Project Manager III				
Haws, Christopher	22.25	141.29	3,143.70	
Project Manager I				
Gardner, Lucas	.50	134.50	67.25	
Survey Technician IV				
Harker, Jonathan	1.00	104.21	104.21	
	28.75		4,315.16	
				4,315.16

Reimbursable Expenses

Meals					
5/6/2022	Cain, Steve	Lunch		34.06	
Mileage					
5/6/2022	Cain, Steve	Meeting		146.25	
	Total Reimbursables		**1.12 times**	**180.31**	**201.95**

Total this Task ~~$4,517.11~~

Amount Due This Invoice **$4,517.11**

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

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

ENGINEERING / DESIGN / CONSTRUCTION OVERSIGHT

11/29/22

7-B

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

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

REQUISITION FOR PAYMENT NO. 36

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), the Charles Pointe Economic Opportunity Development District Board (the "District Board") and Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2019 C Excise Tax Bonds Project Fund (the "Requisition") under an Indenture of Trust, dated as of August 16, 2019 (the "Original Indenture"), between the Issuer and Wilmington Trust, N.A. ("Wilmington Trust"), a First Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2019 C Excise Tax Bonds"), dated as of August 16, 2019 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture") between the Issuer and Wilmington Trust, a Development Agreement, dated August 16, 2019 (the "Development Agreement"), by and among the Issuer, the Developer, the District Board and Charles Pointe Crossing, LLC (the "Site Developer"), and an Instrument of Removal, Acceptance and Appointment, dated June 21, 2022, and made effective as of July 15, 2022, by and between Issuer and Wilmington Trust, wherein UMB Bank, N.A. (the "Trustee") was named as successor trustee, that:

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

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

3. The total amount requested to be credited to the purchase price of the Series 2019 C Excise Tax Bonds pursuant to this Requisition is $17,516.32 as more particularly described in **Schedule I** attached hereto and made a part hereof. The amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer, by the District Board and by the Developer by their duly Authorized Officers this **14th day of December, 2022.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

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

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

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

RESIDENT PROJECT REPRESENTATIVE

By: _____

Name: Robert F. Stuart

Title: Resident Project Representative

Schedule I
to Requisition

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

(1) Total Amount of credit requested pursuant to this Requisition: $15,295.89

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

	Vendor	Description of Expense	Date of Payment	Amount
1.	Genesis Partners, Limited Partnership	Project Management Services	November 29, 2022*	$17,516.32
2.				
3.				
TOTAL				$17,516.32

*Invoice submitted for services provided during the period of Requisition #34 from the Series 2019 A Excise Tax Bonds Project Fund

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

Schedule I
to Requisition
(continued)

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

Genesis Partners, Limited Partnership

Bridgeport, WV 26330

Invoice

Date	Invoice #
11/29/2022	36

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

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	RFP #36 $350,326.43 Series 2019 A Bond Project Fund - 5%	17,516.32	17,516.32
		Total	$17,516.32

BONDHOLDER DIRECTION

relating to

The County Commission of Harrison County
Junior Subordinate Special District Excise
Tax Revenue and Improvement Bonds
Series 2019 C
(Charles Pointe Economic Opportunity
Development District)
(the "Bonds")

November 29, 2022

via email

UMB Bank, N.A., as Successor Trustee
Attention: Gordon Gendler
Gordon.Gendler@UMB.com

Dear Gordon:

The Bonds were issued pursuant to that certain *Indenture of Trust,* as amended and supplemented by that certain *First Supplemental Indenture of Trust,* each by and between The County Commission of Harrison County, West Virginia (the "***Issuer***"), and UMB Bank, N.A., as Successor Trustee (the "***Trustee***") and dated August 16, 2019 (together, the "***Indenture***").[1]

The undersigned represents, warrants, acknowledges and agrees that (i) it is, as of the date hereof, the sole owner of the Bonds; (ii) it has reviewed the documents and matters referenced below and understands the information contained therein and related thereto; (iii) it has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks attendant to the prospective effect of this Bondholder Direction; (iv) it has had the opportunity to ask questions and to obtain such information as it has determined to be necessary to enable it to evaluate the merits and risks; and (v) it has independently determined that providing this Bondholder Direction is in the best interests of Bondholder(s) referenced below.

[1] Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

BONDHOLDER DIRECTION

The undersigned, by its execution below in the name and on behalf of the undersigned Bondholder, hereby directs UMB Bank, N.A., as Successor Trustee ("***Trustee***") to:

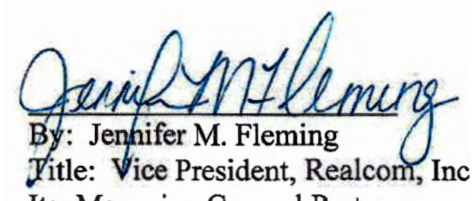
(i) Update the Record of Advances maintained by the Trustee for the Series 2019C Excise Tax Bonds to reflect the funding of a corresponding amount of the purchase price and the drawdown of a corresponding amount of the principal of the Series 2019C Excise Tax Bonds Pay in the amount reflected in Requisition for Payment No. 36, **Attachment A** hereto, in accordance with Section 4.03.A. of the First Supplemental Indenture of Trust; and

(ii) Take any other ancillary action deemed necessary or appropriate by the Trustee in carrying out item (i) above

INDEMNIFICATION

The Bondholder agrees to indemnify and hold the Trustee harmless and defend Trustee from and against any and all Losses incurred by Trustee by reason of or related to Trustee honoring this direction. The term "Losses" includes any losses, liability, claims, damages, costs, and expenses, including attorney's fees, disbursements and court costs reasonably incurred by the Trustee, and the amount of any judgments, fines and other amounts paid in settlement, incurred or suffered by the Trustee in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any party arising out of or in connection with the Trustee honoring this request and direction. The Bondholder's liability shall be capped at the par amount of the Bonds beneficially owned by the Bondholder. Terms not otherwise defined herein shall have the meaning ascribed thereto in the Indenture. A telecopied, facsimile or scanned signature hereon shall be deemed an original for all purposes.

Charles Pointe Crossing, L.L.C.,
a West Virginia limited liability company



By: Jennifer M. Fleming
Title: Vice President, Realcom, Inc.
Its: Managing General Partner

CC: Gordon Gendler
Gordon.Gendler@UMB.com

7-C

REQUISITION FOR PAYMENT
FROM ADMINISTRATIVE EXPENSE FUND

$20,573,000
The County Commission of Harrison County
Senior Tax Increment Refunding Revenue Bonds
Series 2021 A Tax-Exempt
(Development District No. 3 – White Oaks)

$4,195,000
The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds
Series 2021 B Taxable
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT NO. 19

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Administrative Expense Fund (the "Requisition") under a Indenture of Trust, dated as of May 25, 2021 (the "Indenture") between the Issuer and United Bank, as bond trustee thereunder, that:

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

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses as that term is defined in the Indenture, and (b) is an authorized expenditure under Amended Project Plan No. 2 and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is **$ 150.00.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$150.00** is to be paid to a third party payee that is not affiliated with the issuer or on a joint basis to the Issuer 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.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this **14th day of December, 2022.**

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #112022-142	Dated: 11/29/2022	$150.00
		Total	**$150.00**

INVOICE

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

Invoice Date	Invoice #
11/29/2022	112022-142

Balance Due $150.00

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:

Gina Jones
Director of Grants & Special Proj.
Harrison County Commission
301 West Main St., Fifth Floor
Clarksburg, WV 26301

Project: Harrison County-WhiteOak Admin 1676

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 11/29/2022

Invoice # 112022-142

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

Terms: Net 30 | Client #: 1676

Project: Harrison County-WhiteOak Admin

Item	DATE	Description	Hrs	Amount
Sr Assoc (MS)	10/21/2022	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Sr Assoc (MS)	10/24/2022	Update account reconciliation for the month of September 2022.	0.25	50.00
Sr Assoc (MS)	10/27/2022	Contact trustee regarding upcoming debt service.	0.25	50.00

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

Total **$150.00**

MNS

Billing Inquiries? Call (443) 539-4104

E

2021

7-D

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. (12/14/22)

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 **$3,887.33 .**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$3,887.33** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$3,887.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **14th day of December, 2022**.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Jackson Kelly	Invoice #1170648	Dated: 12/06/2022	$ 531.00
MuniCap, Inc.	Invoice #112022-087	Dated: 11/29/2022	$1,262.50
UMB Bank	Invoice #934259	Dated: 11/16/2022	$2,093.83
	Total		**$3,887.33**

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

December 6, 2022
Invoice No. 1170648

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1170648 **$531.00**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1166166	10/12/22	59.00
1168371	11/04/22	1,445.50

Total Amount of Prior Invoices Outstanding	1,504.50
Total Amount Due	$2,035.50

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

PLEASE RETURN THIS PAGE WITH REMITTANCE

NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE January 5, 2023

2008

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

December 6, 2022
Invoice No. 1170648

For Legal Services Rendered through November 30, 2022.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
11/09/22	M. Imbrogno	Finalizing special meeting minutes and circulating same.	0.30	88.50
11/15/22	M. Imbrogno	Corresponding with board members regarding December regular meeting.	0.20	59.00
11/23/22	M. Imbrogno	Preparing materials for December regular meeting.	0.50	147.50
11/28/22	M. Imbrogno	Preparing materials for December board meeting.	0.40	118.00
11/29/22	M. Imbrogno	Preparing materials for December board meeting.	0.40	118.00
		Total Hours	1.80	
		Services		$531.00
		Total This Matter		$531.00

cc: Laura Pysz
lpysz@harrisoncountywv.gov
cc: Hazel Rader
hrader@harrisoncountywv.com
cc: Michelle Tonkin
mtonkin@harrisoncountywv.gov

PAYMENT DUE January 5, 2023

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

December 6, 2022
Invoice No. 1170648

If you would prefer to have your invoices emailed or need to update your current email on file, please contact us at JK_Billing@jacksonkelly.com.

PAYMENT DUE January 5, 2023

INVOICE

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

Invoice Date	Invoice #
11/29/2022	112022-087

Balance Due $1,262.50

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:

The County Commission of Harrison County
ATTN: Susan Thomas, President
301 West Main Street
Clarksburg, WV 26301

Project	Charles Pointe Series 2008	1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
11/29/2022	112022-087

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

Terms	Client #
Net 30	1394

Project: Charles Pointe Series 2008

Item	DATE	Description	Hrs	Amount
Sr Assoc (SAM)	10/3/2022	Request developer's quarterly continuing disclosure reports.	0.25	50.00
Sr Assoc (SAM)	10/12/2022	Review indentures, LOM and RMA related to prepayment calculation. Review subdivision information and prepare requested prepayment calculation.	2	400.00
Sr Assoc (MS)	10/18/2022	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Assoc (JTA)	10/21/2022	Update account reconciliation for September activity.	0.5	87.50
Sr Assoc (SAM)	10/21/2022	Review developer's quarterly reports and remit to be posted.	1.75	350.00
Manager (JLA)	10/24/2022	Post quarterly statements to EMMA.	0.5	112.50
Manager (JLA)	10/25/2022	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (MS)	10/26/2022	Follow up regarding upcoming December debt service.	0.25	50.00
Sr Assoc (MMM)	10/26/2022	Provide follow up regarding management of project tasks and reports.	0.25	50.00
		Subtotal Fees:		1,262.50

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

Total **$1,262.50**

MNS

Billing Inquiries? Call (443) 539-4104

E

2008

UMB

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

Invoice **934259**

Invoice Date:	**November 16, 2022**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

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

Billing Period:	**October 1, 2022 through October 31, 2022**
Prior Balance:	$4,580.66
Payments Received as of November 8, 2022	$ 0.00
Adjustments	$ 0.00
Outstanding Balance:	$4,580.66
Current Billing Period:	
Current Period Fees	$2,093.83
Total Fees Due	$6,674.49

Remittance Stub
Billing Period 10/01/2022 - 10/31/2022

Account Number:	141961.1
Invoice Number:	934259
Remit Balance	$6,674.49

Payment Due Upon Receipt

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

☐ Check Enclosed $_____

2008

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	934259
Attention	Fee Processing

UMB

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

Invoice 934259

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

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

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Administration Fees		0.50	520.00	260.00		
	Default Specialist		2.10	655.00	1,375.50		1,635.50
Volume Based Total:			**2.60**				**1,635.50**
Transaction Fees Total							**$1,635.50**

Account Total **$2,093.83**

UMB

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

Invoice 934259

Statement of Receivables

Reflects Only Those Payments Received And Applied As of November 8, 2022

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
930525	September 21, 2022	August 1, 2022 to August 31, 2022	2,224.83	48 days
932364	October 20, 2022	September 1, 2022 to September 30, 2022	2,355.83	19 days
	Total Balance Due		**4,580.66**	

7-E.

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. 62 (12/14/22)

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, pursuant to which UMB Bank, N.A., serves as successor 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 Indenture and in the Development Agreement.

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 **$7,137.50.** 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) **$ 7,137.50** 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 **14th day of December, 2022.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #112022-288	Dated: 11/28/2022	$ 7,137.50
	Total		**$ 7,137.50**

INVOICE

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

Invoice Date	Invoice #
11/28/2022	112022-288

Balance Due

Remit check to: or Wire Instructions:

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

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:

Gina Jones
Director of Grants and Special Proj.
Harrison County Commission
301 West Main St., Fifth Floor
Clarksburg, WV 26301

Project: Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
11/28/2022	112022-288

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

Project: Charles Pointe 2019

Terms	Client #
Net 30	2024

Item	DATE	Description	Hrs	Amount
Sr VP (MD)	10/3/2022	Review invoices and discuss FY22 accruals with associate.	0.25	68.75
Sr Assoc (VVJ)	10/3/2022	Prepare FY22 accruals.	3	600.00
Sr VP (MD)	10/11/2022	Confirm August balances in QuickBooks and approve final journal entries. Prepare and email monthly financial reports.	0.5	137.50
Sr Assoc (MS)	10/12/2022	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Vice Pres (MM)	10/12/2022	Prepare projection of excise tax revenues lost from Mon Health parcel per bondholder request.	0.5	125.00
Sr VP (MD)	10/18/2022	Review FY22 accruals.	0.5	137.50
Sr Assoc (VVJ)	10/18/2022	Prepare FY22 accruals and support.	3	600.00
Vice Pres (MM)	10/18/2022	Prepare projection of lost excise tax revenues per bondholder request. Prepare prepayment calculation.	4	1,000.00
Sr VP (MD)	10/19/2022	Complete review of FY22 accruals. Discuss questions with associate. Request more information from County on payment of legal invoices.	0.5	137.50
Sr Assoc (SAM)	10/19/2022	Locate and provide backup to accounting related to TIF revenues received by the Trustee.	0.75	150.00
Vice Pres (MM)	10/19/2022	Update projection of lost excise tax revenues and send to C. Crumbaker.	1.25	312.50
Sr Assoc (OO)	10/20/2022	Email follow up to PM regarding discrepancies with revenue collected.	0.25	50.00
Sr Assoc (VVJ)	10/20/2022	Prepare FY22 workpapers.	1	200.00
Assoc (JTA)	10/21/2022	Update account reconciliation for September activity.	0.5	87.50
Sr Assoc (SAM)	10/24/2022	Review revenues received and available related to expected payment of debt service and discuss with accounting. Review source information related to excise tax revenues received and discuss with accounting.	0.75	150.00
Sr Assoc (VVJ)	10/24/2022	Continue working on FY22 workpapers.	2	400.00
Manager (JLA)	10/25/2022	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr VP (MD)	10/26/2022	Review revised accruals.	0.25	68.75
Sr Assoc (VVJ)	10/26/2022	Enter accruals into QuickBooks.	0.5	100.00
Sr Assoc (VVJ)	10/26/2022	Prepare FY22 Workpapers.	1.5	300.00
Sr Assoc (MS)	10/26/2022	Follow up regarding upcoming December debt service.	0.25	50.00

Total

MNS

2019A+B

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
11/28/2022	112022-288

Balance Due $7,137.50

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:

Gina Jones
Director of Grants and Special Proj.
Harrison County Commission
301 West Main St., Fifth Floor
Clarksburg, WV 26301

Project Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
11/28/2022	112022-288

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

Terms	Client #
Net 30	2024

Project Charles Pointe 2019

Item	DATE	Description	Hrs	Amount
Sr Assoc (MMM)	10/26/2022	Provide follow up regarding management of project tasks and reports.	0.25	50.00
Sr VP (MD)	10/27/2022	Review workpapers for FY22 financial statements and discuss with associate. Review revised workpapers.	0.75	206.25
Sr Assoc (VVJ)	10/27/2022	Finish working on FY22 workpapers.	1.5	300.00
Sr Assoc (VVJ)	10/27/2022	Prepare FY22 financial statements.	3.5	700.00
Manager (KL)	10/28/2022	Assist with preparation of FY22 financial statements.	0.25	56.25
Sr Assoc (VVJ)	10/28/2022	Continue working on FY22 financial statements.	3.5	700.00
Sr Assoc (SAM)	10/31/2022	Review and discuss source information with associates related to TIF Revenues received.	0.75	150.00
Sr VP (MD)	10/31/2022	Review FY22 financial statements.	0.5	137.50
		Subtotal Fees:		7,137.50

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

Total **$7,137.50**

11:A

ATTACHMENT D

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this ___ day of _____. 2022 (the "Effective Date"). by and between THE HARRISON COUNTY COMMISSION. a West Virginia public body whose address is 301 West Main Street Clarksburg WV 26301 (the "County"). and The Thrasher Group. a WV Corporation whose principal business address is 600 White Oaks Blvd. Bridgeport WV 26330 ("Consultant").

WHEREAS. the County desires to retain the services of Consultant. and Consultant desires to provide services to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the County's direction. Consultant will provide type of services and products as set forth in Exhibit A, attached and incorporated by reference (the "Services"). The County reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit. attachment, or invoice conflict with this Agreement.

C. Deliverables.

1. Electronic format. Consultant will provide all reports, surveys, maps. plans. drawings or photographs, or any other materials that lend themselves to production in electronic format ("Deliverables") to the County in both hard copy and electronic form. It is acceptable to the County. unless otherwise directed by the County in writing. Consultant's failure to do so will constitute a material breach of this Agreement. Consultant will consult with the County to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Consultant pursuant to this Agreement will at all times be considered the property of the County.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCAD) will include geospatial datasets (those generated from GPS. survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute. Inc.'s ("ESRI") file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles. and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Consultant will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Consultant will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the County, suitable for reproduction of and dissemination in marketing materials and at County Council hearings and public presentations. Consultant will affirm that the images do not violate copyright laws and will indemnify and hold harmless the County from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the County's use of the images. All images provided will become the property of the County.

D. Consultant Representations. Consultant warrants and represents that it has the requisites authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Consultant acknowledges that the County is relying on Consultant's expertise, skill, and knowledge, and that the Consultant's obligations and liabilities will not be diminished by reason of any approval or review by the County.

E. Warranties; Standard of Care. Consultant warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Consultant will transfer the benefit of any applicable manufacturer's warranty to the County. Moreover, Consultant represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Consultant further represents that all application software developed or implemented by Consultant under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Consultant further represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

F. Prosecution of the Services. Consultant will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Consultant will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. All work, if related to construction, will be performed in accordance with the County's Engineering Standards and Specifications.

G. Correction of Errors. Consultant will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the County promptly and for no additional compensation.

H. Subconsultants. Consultant will not engage subconsultants to perform any part of the Services, other than for the provision of goods, materials or supplies, without the County's express written consent.

I. Licenses & Permits. Consultant and each subconsultant will be responsible to obtain all required licenses and permits, including a County Consultant's license, if required. Consultant will pay any and all license and permit fees.

J. Rate of Progress. Consultant's rate of progress is a material term of this Agreement. At the County's request, Consultant will provide a progress schedule for the performance of any Services subject to the County's approval.

K. Monitoring and Evaluation. The County reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the County's and other applicable monitoring and evaluating criteria and standards. Consultant will cooperate with the County relating to such monitoring and evaluation.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Consultant and its employees and agents, while performing the Services or while on County property for any reason during the Term, will adhere to the County's policies applicable to County employees regarding drugs, alcohol and workplace violence. Policies will be made available to Consultant upon request. Consultant will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The County may engage the services of other persons for the provision of Services that could be performed under this Agreement. Consultant acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the County will pay Consultant for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed$ 281,000. The compensation established by this Agreement includes all of Consultant's costs and expenses to fully perform the Services and other obligations of this Agreement. The County will not consider or be obligated to pay or reimburse Consultant any other charges or fees and Consultant will not be entitled to any additional compensation or reimbursement.

B. Changed Conditions. Consultant specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the County's control: (l) a physical condition of the site of an unusual nature; (2) any condition differing materially from those· ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

C. Invoices. Consultant will submit invoices on a monthly basis, in a format approved by the County, and provide verification documentation as requested by the County. Invoices will be submitted to the County not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rate any costs for which Consultant seeks reimbursement, and the total amount that Consultant claims is due.

D. Payment. The County will make payment to Consultant within thirty (30) days after receipt and approval of invoices submitted by Consultant. The County's obligation to make payment is

contingent upon the Consultant's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The County may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. IRS Form W-9. If not on file with the County, Consultant will provide to the County a current, completed Internal Revenue Service Form W-9 with or before Consultant's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the County based on the County's ability to terminate this Agreement. Consultant acknowledges that the County has made no promise to continue to budget funds beyond the current fiscal year and that the County has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until 12 months, unless the Term is extended in by validly executed written amendment.

B. Termination.

1. Generally. The County may terminate this Agreement without cause if the County determines that such termination is in the County's best interest. The County will effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the County may terminate this Agreement for cause immediately upon written notice of termination to Consultant. Consultant will not be relieved of liability to the County for any damages sustained by the County by virtue of any Breach, and the County may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the County from Consultant is determined. If Consultant challenges a termination for cause by the County and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Consultant and no further notice will be required.

3. Effect of Termination. The County will be liable to pay Consultant for Services performed as of the effective date of termination but will not be liable to Consultant for anticipated profits. Unless otherwise instructed in writing, Consultant will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Consultant's Remedies for Breach.

I. Consultant may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the County's rights under this Agreement. Consultant

will first provide the County written notice of Consultant's intent to terminate and allow the County ten (10) days within which to make payment.

2. Pending resolution of any material breach by the County, Consultant may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. INDEMNITY.

Consultant will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Consultant, its employees, agents, or other persons acting under Consultant's direction or control. Consultant will indemnify and hold harmless the County, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Consultant and/or its employees, agents or representatives or other persons acting under Consultant's direction or control. Consultant will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. INSURANCE.

A. Required Policies. Consultant will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars ($1,000,000) each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability from bodily injury or property damage caused by the completed Services, with a combined single limit of at least One Million Dollars ($1,000,000).

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Consultant that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars ($1,000,000).

4. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade *or* business in which Consultant is engaged, or if the County otherwise deems it necessary, errors and

omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars ($1,000,000.00) per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Consultant provides a completed Declaration of Independent Consultant Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Consultant's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, all required insurance policies shall name the County as an additional insured and will provide that the County, although named as a.1 additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the County or its officers, employees or agents by reason of the negligence of Consultant or its officers, employees, agents, subconsultants or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Consultant and the County. Such policies will be written as primary policies not contributing to and not in excess of coverages the County may carry.

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of West Virginia and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event greater than Ten Thousand Dollars ($10,000.00), and Consultant will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the County in writing.

4. Coverage Type. Consultant will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant will carry a twelve (12) month tail. Consultant will not do or permit to be done anything that will invalidate the policies.

5. No "Pollution Exclusion." The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Consultant will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least Two Million Dollars ($2,000,000) each occurrence, subject to approval by the County, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Consultant will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The County will not be obligated under this Agreement until Consultant provides acceptable such certificates of insurance and endorsements. If the Term

extends beyond the period of coverage for any required insurance, Consultant will, at least ten (10) days before the expiration of any such insurance coverage, provide the County with new certificates of insurance and endorsements evidencing either new or continuing coverage.
C. Subcontracts. Consultant will include the insurance requirements of this Agreement in all subcontracts. Consultant will be responsible if any subconsultant fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. GENERAL PROVISIONS.

A Independent Consultant. The relationship between Consultant and the County will be as independent Consultants, and neither the County nor Consultant will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Consultant is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Consultant nor Consultant's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the County.

B. No Assignment. Consultant will not assign or transfer any rights, interests, or obligations under this Agreement without the County's prior written consent.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of West Virginia without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Consultant consents to the exclusive jurisdiction of and venue in the state courts in Harrison County, West Virginia. Consultant waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

D. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the West Virginia Governmental Immunity Act.

E. Time of the Essence. Consultant acknowledges that time is of the essence in the performance of this Agreement. Consultant's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the County and Consultant will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any sub sequent breach of such term; any right to insist on strict compliance with any term; or

any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the County or Consultant on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Consultant acknowledges that the County is a public entity subject to the West Virginia Open Records Act, and this Agreement and any related documents are subject to public disclosure.

K. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

Harrison County Commission (County) Date:

Chuck Bell 12/7/2022

The Thrasher Group, Inc. (Consultant) Date:

EXHIBIT A SCOPE OF WORK AND SUMMARY OF COSTS

A. PHASE 1 - PRELIMINARY REVIEW AND PROPOSED NEEDS/DISPOSITION GUIDELINES

The following sections outline the baseline requirements ofthe Regional Farm Recreation Facility Feasibility/Site Use Study And/Or Disposition Study.

Community Consultation and Interviews

- Identify needs for improving the quality of life and servicing the needs of the local population (ie. facilities gaps, access gaps, etc.), that align with County's directives
- Interviews with a provided list of stakeholders (Attachment A)
- General Community Consultation(s) to discuss input on a Regional Recreation Feasibility Facility Pre-Design Report

Potential Facility Content Requirements aml Recommendations

- Concept level design for farm and farm related recreational facility on approximately 10 acres-located within the Parcel, with related infrastructure feasibility, as further described below
- Review of past reports and consultations, if any
- Tabletop review of all current facilities including age, replacement costs, general condition, etc.
- Jurisdictional scan of comparisons of facilities in similar sized regions
- Potential concept layout of a facility
- Consideration should be given to design components that would help to ensure a welcoming inclusive environment for all
- Analysis and presentation of options for divestiture and/or use of remaining acreage, with emphasis on areas further identified by the Commission, specifically commercial and industrial uses which benefit Harrison County, West Virginia and its environs -and protect and/or promote Regional Airport operations and activities

Cost Benefit Analysis and Economic Impact Assessment

- Preparation of a Cost Benefit Analysis (CBA) that may have future use in supporting funding applications to the State of West Virginia
- Preparation of an economic assessment that may support investment by the State of West Virginia or other stakeholders
- Identification of funding programs for which the project may qualify

Preliminary Physical Siting and Access Analysis

- Factoring in concept design requirements
- Development of building design options that can be comparatively analyzed relative to the project's functional, operational, and architectural objectives. Preparation of design drawings that describe the scope of project and articulate an architectural vision for the site and related uses.

- Development of an evaluation matrix for use in evaluation of potential locations within the Parcel. This should include without limitation:

    o Land development and servicing costs;

    o Site benefits and limitations;

    o Centrality and ease of access to residents

    o Consideration relative to historically excluded communities;

    o Accessibility to Public Transit, active transportation networks and trail systems;

    o Proximity to other public amenities, residential and commercial areas;

    o Parking;

    o Traffic;

    o Greenhouse Gas impact;

    o Other social/economic considerations.

- Recommended site within the specified property

- Identify all utilities, including communication utilities, and characterize strengths, weakness and service provision challenges

- Review and assess available information aerial photos, base plans, utilities, topographical maps of the proposed site

- Conduct land use analysis to determine site capacity for its ability to accommodate the new building, and associated site elements such as parking, landscaping, outdoor activity areas, etc

Operational and Capital Cost Estimates

- Building Construction Costs (substructure, structure, exterior enclosure, base building partitions and doors, base building finishes, base building fittings and equipment, base building mechanical and base building electrical)

- Site Construction rosts (site specific utility, connections, storm water management, parking, landscaping, site lighting, etc)

- Soft Costs (design fees, development charges, furniture fixtures and equipment, project management, contingencies, etc)

- Estimates of operating and capital costs (including energy modeling) and revenue models

- Estimates of annual gross and net operating costs

- Scales of operating economies that may be achieved through combination of venues

- Estimate of the capital required to replace key building and site components and systems over a defined period of time (20 and 25 years) because they have reached the end of their useful life. This is extremely important when comparing a "maintain existing" scenario to a "new build" Scenario. Cash flow requirements to support recapitalization will vary significantly between new buildings, renovated buildings with new systems and renovated buildings with existing systems.

Ownership and Delivery Models

- Potential ownership models that may or may not include all Municipality, Public, Private Partnerships

- Shared funding models should be structured such that they could be applied to other regionally shared recreation facilities, if possible

- Shared disposition/use of remainder of the Parcel should be analyzed, with emphasis on commercial and/or industrial property development on the remainder of the Parcel

Public Presentation of Draft Concept

- Public presentation and input session to gather feedback on the draft concept

- Addition feedback gathered through social media platforms

Deliverables

All draft and final reports and appendices will be prepared and made available to County staff in digital, writable file formats compatible with County software and approved by County staff (Word, Excel, Power-point, CAD, etc.), with duplicate versions in read-only format (PDF). All documents will follow consistent formatting and style guidelines. Drafts for staff review will be supplied electronically, and eight (8) bound, hard copies of each document accepted as final versions by County staff will be provided by the Consultant.

B. PHASE 2 - PROJECT REQUIREMENTS

Following the completion of the Phase 1, the County will need to decide how to proceed. Should there be a decision to proceed with further development of a Regional Farm Recreation Facility Phase 2 of this RFP would begin. Phase 2 Project Requirements will include the following:

Refinement of Facility Content Requirements and Recommendations

- Finalization of content elements
- Independent review of accessibility standards

Refinement of Facility Design Cost Estimates

- Refinement of site development costs

Analysis of Financing Options

- Identification of what elements of this project may qualify for external funding
- Financial analysis of borrowing vs stakeholder contributions vs other potential Capital funding models

In-depth Analysis of Operating Costs

- Refinement of operating costs
- Revenue projection refinement

ATTACHMENT A
LIST OF STAKEHOLDERS FOR CONSULTATION

- Municipal staff from local public entities, including Recreation and Community Development Department.
- Farm/youth development community-based groups.
- Senior groups.
- Groups and organizations that serve and/or advocate for persons with disabilities.
- General public, through community consultation sessions.
- Local and regional area organizations currently operating farm recreational facilities.
- Local area organizations operating indoor and outdoor recreational and athletic facilities and arenas.
- Potential partners, including and without limitation: School Districts and/or Fairmont State University/West Virginia University, private sector, etc.
- Harrison County Chamber of Commerce.
- Others as identified by the Consultant Team and Commission.

Phase I Preliminary Review and Proposed Needs/Disposition Guidelines		
Community Consultation and Interviews		$19,000
Potential Facility Content Requirements and Recommendations		$22,000
Cost Benefit Analysis and Economic Impact Assessment		$60,000
Preliminary Physical Siting and Access Analysis		$49,000
Operational and Capital Cost Estimates		$38,000
Ownership and Delivery Models		$15,000
Public Presentation of Draft Concept		$27,000
Deliverables		$4,000
	Subtotal	$234,000
Phase II Project Requirements		
Refinement of Facility Content Requirements and Recommendations		$30,000
Refinement of Facility Design Cost Estimates		$5,000
Analysis of Financing Options		$2,000
In-Depth Analysis of Operating Costs		$10,000
	Subtotal	$47,000
	TOTAL	**$281,000**



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

13

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

RESOLUTION

DESIGNATION OF THE HARRISON COUNTY ECONOMIC DEVELOPMENT CORPORATION AS THE LEAD ECONOMIC DEVELOPMENT ORGANIZATION

Whereas, economic development is an important goal in Harrison County; and

Whereas, the Harrison County Commission wishes to participate in the Local Economic Development Grant Program; and

Whereas, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution designating the Harrison County Economic Development Corporation as the lead economic development organization for Harrison County; and

Whereas, by the terms and provisions of said program, it is required that the Harrison County Commission adopt an official resolution appointing the Harrison County Economic Development Corporation as its official representative for the Local Economic Development Grant to administer said program and to provide all additional information required by the State; and

Now, Therefore, Be It Resolved, by the Harrison County Commission that:

1. The Harrison County Commission designates the Harrison County Economic Development Corporation as the lead economic development organization for Harrison County.

2. The Harrison County Commission hereby appoints the Harrison County Economic Development Corporation to serve as the official representative of the Harrison County Commission in administering said Local Economic Development Grant, including providing necessary additional information to any agency for the state of West Virginia.

PASSED by the County Commission of Harrison County, WV this 14th day of December 2022.

_____
Susan J. Thomas, President
Harrison County Commission

Attest:

_____
John R. Spires, Clerk of the Harrison County Commission

14-A

Town of Nutter Fort
Incorporated 1923
1415 Buckhannon Pike
Nutter Fort, WV 26301
(304) 622-7713
FAX (304) 623-0288
E-MAIL: office@townofnutterfort.com

Mayor
Sam Maxson

Recorder
Charlene Louk

Council
Jim Link
Charlene Louk
Natalie Haddix
Karen Phillips
Brenda Riley

12/5/2022

Harrison County Sheriff's Dept
38 W. Main St., Room 103
Clarksburg, WV 26301

To Whom if May Concern,

At the time that James R. McManus left the Employment of the Town of Nutter Fort his accrued sick time was 1025.35 hours.

Sincerely,

Wendy S. Bess
Town of Nutter Fort

State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-2350

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

MICHAEL V. COLEMAN
DIRECTOR

14-B

September 19, 2022

To Whom It May Concern:

Ms. Shara Lynne James (xxx-xx-9144) resigned employment at the Salem Correctional Center and her last working day was February 17, 2014. Her annual leave was paid out and she had a sick leave balance of 209.50 hours.

Please let me know if you need any additional information.

Sincerely,

Sharon Hayes

Sharon Hayes
Payroll & Benefits Manager

cc: Personnel File

Employee	Hours Transfer Harrison County	Previous Employer	Verfication Received	Approval Date of Harrison County Commission
Christina L. Murphy	480	Harrison County Schools	Yes	16-Dec-20
William A. Parker	480	Upshur County Commission	Yes	16-Dec-20
Laura J. Pysz	66	City of Bridgeport	Yes	16-Dec-20
Robert G. Waybright	126	City of Bridgeport	Yes	30-Dec-20
Gary M. Hamrick	465.5	State of WV - DHHR	Yes	13-Jan-21
Rebecca S. Keller	137.03	State of WV - DHHR	Yes	13-Jan-21
Mark Senderak	480	Sheriff's Office - Harrison County	Yes	13-Jan-21
Wayne D. Snyder	480	State of WV - State Police	Yes	13-Jan-21
James Terrango	480	State of WV - Auditor	Yes	13-Jan-21
Robert Adam Titchenal	480	Sheriff's Office - Harrison County	Yes	13-Jan-21
Andrew Valentine	375.75	WV Regional Jail Authority	Yes	13-Jan-21
Mark E. Waggamon	480	State of WV - State Police	Yes	13-Jan-21
Wayne Worth	64.73	State of WV - DHHR	Yes	13-Jan-21
Zachary Bartlett	194	State of WV - Division of Corrections	Yes	3-Feb-21
Larry Jay Brewer	478	Town of Nutter Fort	Yes	3-Feb-21
William J Cummingham	256	City of Bridgeport	Yes	3-Feb-21
Brian Deem	208	State of WV - Division of Corrections	Yes	3-Feb-21
Michael P. Hammond	480	City of Bridgeport	Yes	3-Feb-21
James M. Kennedy	205	Upshur County Commission	Yes	3-Feb-21
Jeffrey F. Petroski	452	City of Bridgeport	Yes	3-Feb-21
Zach Kesling	480	Town of Stonewood	Yes	3-Feb-21
Harley F. Lane	236	Town of Nutter Fort	Yes	3-Feb-21
Benjamin Long	480	WV Regional Jail Authority	Yes	3-Feb-21
John W. Morgan	364	WV Regional Jail Authority	Yes	3-Feb-21
Donald J. Navarini	424	State of WV - Auditor	Yes	3-Feb-21
Johnna Post	412	City of Clarksburg	Yes	3-Feb-21
Stephanie Southern	480	State of WV - Salem Correctional	Yes	3-Feb-21
Chris L. Harris	480	Harrison County Commission	Yes	24-Feb-21
John D. Laulis	480	State of West Virginia	Yes	10-Mar-21
Samuel L. Westfall	480	State of West Virginia	Yes	10-Mar-21
Tyler A. Gordon	480	Upshur County Commission	Yes	7-Apr-21
James R. McManus	480	Town of Nutter Fort	Yes	
Shara L. James	209.5	State of West Virginia	Yes	

15-A

MEMORANDUM OF UNDERSTANDING

By and Between

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

&

THE HARRISON COUNTY PARKS AND RECREATION COMMISSION

DATED: [redacted]

The Harrison County Commission, West Virginia hereby enters into this Memorandum of Understanding ("MOU") with the Harrison County Parks And Recreation Commission, (collectively "the Parties"), for the purpose of setting forth the terms the terms and conditions, and operating framework for, the Parties continued, beneficial relationship of parks and recreation facilities and programs located in and throughout Harrison County, West Virginia.

RECITALS

WHEREAS, for several decades, the Harrison County Commission has been sponsoring programs and activities in and throughout Harrison County, West Virginia and has thereby increased educational and recreational opportunities for Harrison County residents, and for residents in North Central West Virginia and its environs; and

WHEREAS, the Harrison County Commission has been providing financial management, accounting, and other support services/operational assistance to the Harrison County Parks And Recreation Commission during this timeframe; and

WHEREAS, the Harrison County Parks And Recreation Commission continues to be an independent organization consistent with W.Va. Code § 7-11-1, et seq.; and

WHEREAS, the Parties understand that a successful framework for public recreation is achieved when the Harrison County Parks And Recreation Commission has sustainable funding streams and a stable operational framework; and

WHEREAS, the Parties understand and agree that increased transparency and clarity is appropriate so that the taxpayers of Harrison County, West Virginia, who primarily fund the Harrison County Parks And Recreation Commission through the vital services levy, are better informed; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. Responsibilities of The Harrison County Commission.

The Harrison County Commission shall:

~~(1) Lease office space and storage space in its facilities to the Harrison County Parks andRecreation Commission for its management personnel together with appropriate support staff through a mutually agreed upon Lease Agreement attached hereto as Exhibit 1.~~

(1) ~~Operate and maintain all facilities used by the Harrison County Parks And Recreation Commission.~~ Permit the Harrison County Parks and Recreation Commission to manage and control, consistent with all applicable laws and regulations, all public parks and recreational properties and facilities owned by the Harrison County Commission or the Harrison County Parks and Recreation Commission unless otherwise agreed, ~~consistent with all applicable laws and regulations.~~

Commented [FS1]: Left in for discussion purposes

(2) Provide payroll, accounting, information technology, and general human resources assistance consistent with the Parties' historic operational framework.

(3) Coordinate with the Harrison County Parks And Recreation Commission concerning the transfer ~~accounting for, and expenditure~~ of vital services levy funds. This process shall involve, ~~among others,~~ the quarterly~~, or such other frequency as the Parties may agree,~~ distribution of vital services levy funds by the Harrison County Commission ~~un~~to the Harrison County Parks And Recreation Commission by deposit ~~in~~to a designated account in the name of the Harrison County Parks and Recreation Commission ~~by the Harrison County Commission~~ starting on or after July 1, 2022, ~~with the Parties' further agreeing to facilitate the expenditure of vital services levy funds in a mutually agreed upon manner and protocol.~~

(4) Coordinate with the Harrison County Parks And Recreation Commission to procure sufficient insurance coverages for the Harrison County Commission and the Harrison County Parks And Recreation Commission related to the Harrison County Parks And Recreation Commission's day to day risks, operations and activities in and throughout Harrison County, West Virginia.

(5) ~~Cooperate and coordinate with the Assist~~ the Harrison County Parks And Recreation Commission, upon its request, ~~to in~~ evaluate ~~ing~~ and procure ~~ing~~ alternative funding for the benefit of the Harrison County Parks And Recreation Commission, e.g. grant funding.

(6) Provide the use of County equipment and supplies to the Harrison County Parks And Recreation Commission, upon reasonable ~~r~~request and notice.

II. Responsibilities of The Harrison County Parks And Recreation Commission.

The Harrison County Parks And Recreation Commission shall:

(1) Manage and control all public parks and recreational properties and facilities owned by the Harrison County Commission or the Harrison County Parks and Recreation Commission, including promulgating rules and regulations concerning management and control of such parks

and recreational properties and facilities and to enforce any such rules and regulations so promulgated..

(~~1~~ 2) Support youth, teens, and adult recreation and life-long learning programs by providing such services in Harrison County, West Virginia.

(~~2~~ 3) Ensure compliance with all applicable laws and regulations.

(~~3~~ 4) Undertake fundraising/grant campaigns benefiting Harrison County Parks And Recreation Commission facilities or properties operated by the Harrison County Parks And Recreation Commission, or new or expanded programs; and coordinate any solicitation of grants or donations and assist with preparation of such solicitations, as appropriate or required by the finding entities and/or agencies related to property owned by the Harrison County Commission or the Harrison County Parks And Recreation Commission.

(~~4~~ 5) Prepare and submit to the Harrison County Commission no later than the last day of April of each year during the Term of this Agreement for the upcoming year, a draft annual operating budget.

(~~5~~ 6) Make a good faith effort within reasonably available resources to ensure that no member of the public is unreasonably denied access to recreational opportunities solely as a result of the inability to pay program fees.

(~~6~~ 7) Inform the Harrison County Commission of financial issues that may affect the recreational services in and throughout Harrison County or the need for additional levy or other County funds.

(~~7~~ 8) Coordinate with the Harrison County Commission related to the procurement of sufficient insurance coverages which adequately insure the Harrison County Parks and Recreation Commission.

III. General Terms and Conditions.

The parties acknowledge that both parties hereto are state agencies and are currently insured through West Virginia Communities Risk Pool under one policy of insurance.

Nothing in this MOU shall be deemed a waiver of the sovereign immunity of the State of West Virginia, or of the sovereign immunity of the County, its agents, officers, or employees.

The parties hereto further agree that they shall cooperate with one another to provide any required public information to or to obtain any consents from any interested stakeholders.

This MOU shall not be assigned by either Party without the prior written consent of the other Party hereto.

This MOU is not intended by the parties to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto shall act independent of each other, and neither shall act as an agent of the other for other purposes. Neither Party has the authority to bind the other Party.

This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and may be amended only in a subsequent writing executed by both parties.

This Agreement shall be governed by, construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of West Virginia.

If any portion of this Agreement is declared void or unenforceable as a result of a change in Federal or State law or regulations or by a change in Federal, State or local specifications, the remaining section will remain in force and any Party to this Agreement may propose an amendment to the offending section or part thereof to bring it back into compliance.

Any facsimile signature of any Party hereto shall constitute a legal, valid and binding execution hereof by such Party.

The failure by either of the parties to enforce against the other any term of provision of this Agreement shall not be deemed a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together but one and the same instrument.

This Agreement shall be in effect for the remainder of the current (1) fiscal year and, thereafter, shall be automatically renewed for an additional periods of one (1) fiscal year unless either party notifies the other party of its intention to terminate this Agreement not less than ninety (90) calendar days prior to the end of the applicable fiscal year.

As this is an Intergovernmental Agreement, this Agreement shall become effective upon approval after the same is filed with the Harrison County Clerk/required governmental entities, consistent with the requirements of W.Va. Code § 8-23-4.

HARRISON COUNTY COMMISSION, WEST VIRGINIA

_____

Its: _____

Dated: _____

HARRISON COUNTY PARKS AND RECREATION COMMISSION

_____

Its: _____

Dated: _____

15-B

LEASE AGREEMENT BETWEEN THE HARRISON COUNTY COMMISSION AND THE HARRISON COUNTY PARKS AND RECREATION COMMISSION

This Lease Agreement made and entered into the _____ day of _____, 2022, by and between the County Commission of Harrison County, West Virginia, ("Lessor"), and the Harrison County Parks And Recreation Commission, ("Lessee").

WHEREAS, Lessor is a public corporation created and established pursuant to the provisions of West Virginia Code§ 7-1-1 et seq., and the constitution of the State of West Virginia and;

WHEREAS, Lessor is the owner of certain tracts or parcels~~, or tracts~~ of land, located in Harrison County, West Virginia and;

WHEREAS, Lessee is a public corporate body created and established by the County Commission of Harrison County, West Virginia pursuant to the provision of West Virginia Code § 7-11-1 et seq. for the purpose of establishing, improving, developing, administering, operating, and maintaining a county public parks and recreation system and public recreational facilities in Harrison County, West Virginia, and;

WHEREAS, Lessor desires to lease to Lessee several parcels or tracts of land for the purpose establishing, improving, developing, administering, operating, and maintaining public parks and public recreational facilities in Harrison County, West Virginia, and Lessee desires to lease from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth those certain properties as described herein for such purposes.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, and upon the terms and conditions as set forth herein, Lessor hereby leases to Lessor those certain parcels or tracts of land located in Harrison County, West Virginia, each area of real estate being located in Harrison County and generally described and known as follows, "the Leased Premises":

(a) [insert]
(b) [insert]
(c) [insert]
(d) [insert]
(e) [insert]
(f) [insert]
(g) [insert]

1. TERM

Lessor hereby leases the above-described premises to Lessee, and Lessee hereby leases the same from lessor, for an "Initial Term" of ten (10) years beginning the 1st day of July, 2022, and

ending the 30th day of June 2032. ~~Lessee may immediately take possession of the premises upon the execution of this lease by the parties.~~

2. RENEWAL

Lessee shall have continued options to renew this lease at the end of the initial ten (10) year term, and subsequent terms, at the rate of one dollar ($1.00) per year for additional ten (10) year terms. Lessee shall give lessor notice of the intent to exercise this option at least thirty days prior to the expiration of the initial term of this lease.

3. RENTAL

Lessee shall pay to Lessor the sum of one dollar ($1.00) per year payable in advance on the first day of each calendar year during the lease term to Lessor at its address of _____ _____ or at such other place designated by written notice from Lessor to Lessee.

4. CONDITION OF PREMISES

~~The parties to this lease further agree that the Lessee has carefully inspected the premises to the extent desired and acknowledges that the Harrison County Commission has not made any guarantees, representations or warranties regarding the physical, environmental or geological conditions thereof or any improvement thereon and that the Harrison County Commission expressly disclaims any and all obligation and liability to the Lessee, its successors and assigns, regarding any defects which may exist with respect to such physical, environmental or geological condition of the real estate herein conveyed or any improvement thereon and that the lease of the real estate to the Lessee is in "AS IS" condition, and the Lessee assumes all risk of any such physical, environmental or geological condition regardless of the cause or date of origin of such condition, and that under no circumstances whatsoever shall the Harrison County Commission be required to correct, remedy or cure any such physical condition, environment contamination or geological instability or other condition. The Lessee further covenants and agrees that it has reviewed the above and has had the opportunity and has consulted with an attorney regarding the effect thereof and willingly accepts same. Under this clause, the Harrison County Commission shall be indemnified for all liability and costs incurred under common law or existing local, state or federal statutes that protect the public health or environment, including but not limited to the Comprehensive Environmental Response Compensation and liability Act, 42 U.S.C. 9601 et seq., the West Virginia Underground Storage Tank Act, West Virginia Code §22-17-1 et seq., and the Hazardous Waste Management Act, West Virginia Code §22-18-3 et seq.~~

5. USE

Lessee shall use the Leased Premises exclusively for the purposes of developing and managing recreational facilities for the benefit of the public of Harrison County, West Virginia, the type, and nature of which shall be at the discretion of the Lessee, unless otherwise agreed with Lessor. If at any time Lessee ceases to use the Leased Premises for the purpose set forth herein

this lease shall terminate without action on the part of Lessor and Lessor shall have the right to enter upon and take immediate possession of the Leased Premises.

6. ~~SUBLEASE AND~~ ASSIGNMENT

Lessee shall not have the right, without Lessor's written consent, to ~~sublet any portion of the Leased Premises or~~ assign this lease to other entity.

7. REPAIRS

During the Lease term Lessee shall be responsible for ~~make, at Lessee's expense, all~~ necessary repairs to the Leased Premises for an amount not to exceed Fifty Thousand Dollars ($50,000.00) during any fiscal year or a sum equal to Lessee's budget with the Harrison County Commission for the fiscal year in which said repairs are contemplated, whichever is less~~, unless otherwise agreed with Lessor~~.

8. ALTERATIONS AND SITE IMPROVEMENTS

Lessee shall have the right to renovate, make additions, improvements, and changes to the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and are constructed in accordance with all laws, ordinances, rules, and regulations governing the use of public recreational facilities. Lessee shall have the right to place and install personal property, fixtures, equipment, and other installations as it may deem necessary to the operation of public recreational facilities in and upon the Leased Premises. Lessee shall have the right to construct upon the Leased Premises a parking lot or parking spaces as it deems appropriate for the use of the Leased Premises as a recreational facility. All buildings, machinery, trade fixtures and installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee, thereafter, shall become fixtures of the Leased Premises and may not be removed at any time during the term of this Lease without the written consent and approval of the Lessor. Lessee shall bear the cost of all construction, renovations, changes, and improvements, including the costs of any and legal and regulatory requirements and permits that may be required by any federal, state, or local governmental entity, and any other work on or within the Leased Premises, unless otherwise agreed between Lessor and Lessee..

9. GROUNDS MAINTENANCE, GATES, MOWING AND PLOWING

All areas within the Leased Premises shall be ~~the mutually managed and~~ maintained by Lessor with the assistance of Lessee as reasonably requested. By way of example, but not by way of limitation of Lessee's obligations, ~~Lessee~~ Lessor shall maintain all gates and fencing around the Leased Premises and shall maintain the lawn, shrubbery, trees, or any other vegetation in a condition in accordance with the standard of care that prevails and is common in public recreational facilities~~, with assistance from Lessor as necessary~~.

10. INSURANCE

A. Lessor shall maintain fire and extended coverage insurance in such amounts as Lessor shall deem appropriate on the Leased Premises and all buildings or other structures and any of its personal property located on the Leased Premises.

A. Lessor shall maintain fire and extended coverage insurance in such amounts as Lessor shall deem appropriate on the Leased Premises and all buildings or other structures and any of its personal property located on the Leased Premises.

The cost of such insurance shall be borne exclusively by ~~Lessee and~~ Lessor ~~shall have no responsibility whatsoever for the cost of any such insurance. If the Leased Premises or any other part of any building or other structure on the leased premises is damaged by fire, storm, or other casualty or other act of nature, resulting from any act of lessee or any of lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and lessee shall be solely responsible for the costs of repair not covered by insurance. If the leased Premises is damaged by any rain, wind or lighting, or any other act of nature rent shall not be diminished or abated while such damages are under repair, and lessee shall be solely responsible for the costs of repair not covered by insurance.~~

B. ~~Lessee~~ Lessor shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance and ~~or~~ protection with respect to the respective activities on the leased premises with the premiums thereon fully paid on or before due date, ~~as currently issued by and binding upon some good and reputable insurance company or self insuring risk pool~~ maintained by the Lessor through the West Virginia Communities Risk Pool on a primary and excess basis. Such insurance shall include all coverages and limits as set forth in the current Harrison County Commission policy with an effective date of July 1, 2021 and with the Harrison County Parks and Recration Commission being a Named Insured. Lessor shall on an annual basis on the anniversary of the execution of this lease provide ~~Lessor~~ Lessee with a current Certificates of Insurance evidencing ~~Lessee's~~ Lessor's compliance with this Paragraph. ~~Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the Building.~~

~~C. Lessor may on at least an annual basis review and reconsider the amount of insurance coverage necessary for the type and nature of activities conducted on the Leased Premises by Lessee or any of Lessee's agents, employees, or invitees and if Lessor deems that a greater amount of coverage than required by paragraph B above is necessary or advisable Lessor may require that Lessee increase the amount of coverage. Should Lessor deem it advisable or necessary to require increased coverage by Lessee, Lessor shall provide at least thirty days' notice to Lessee of the required increase.~~

INDEMNIFICATION

~~Lessee shall indemnify and hold harmless Lessor, its employees, agents, representatives, directors, and board members, from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the use of the Leased Premises, whether or not such use is consistent with the purposes set forth in this lease, by its officers, employees, agents, or representatives.~~

12. UTILITIES

Lessee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Lessee on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Lessor.

13. SIGNS

Lessee shall have the right to place on the Leased Premises, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions, and which are consistent with Lessee's use of the Leased Premises as a recreational facility or which are appropriate for revenue generation. Lessor shall, when necessary, assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.

14. ENTRY AND INSPECTION BY LESSOR

Lessor shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's use of the Leased Premises.

15. DEFAULT

If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, ~~or in the event that Lessee fails to maintain any policy of insurance as required under the terms of this agreement, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by lessor,~~ or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof, Lessor may declare the term of this Lease ended and terminated by giving lessee written notice of such intention, and if possession of the Leased Premises is not surrendered, Lessor may immediately reenter said premises and take control thereof. lessor shall have, in addition to

the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. ~~I~~Lessor shall use reasonable efforts to mitigate its damages.

16. TERMINATION

~~This agreement may be terminated by any party at any time for any reason or no reason at all upon thirty (30) days written notice to the other party. Provided, however, that in the event of a default as described in paragraph 16 above the provisions of this agreement relating to default shall control.~~ This Lease Agreement shall be in effect for the remainder of the current (1) fiscal year and, thereafter, shall be automatically renewed for additional periods of one (1) fiscal year unless either party notifies the other party of its intention to terminate this Agreement not less than ninety (90) calendar days prior to the end of the applicable fiscal year.

17. QUIET POSSESSION

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this lease.

18. WAIVER

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

19. SUCCESSORS

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors, and assigns.

~~20. PERFORMANCE~~

~~If there is a default with respect to any of Lessor's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Lessee to Lessor specifying the default, Lessee may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Lessee shall have been fully reimbursed~~

~~for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Lessee's receiving full reimbursement, Lessor shall pay the unreimbursed balance plus accrued interest to Lessee on demand.~~

21. COMPLIANCE WITH LAW

Lessee shall in its development and use of the Leased Premises comply with all laws, orders, ordinances, and other public requirements, whether same be federal, state, or local now or hereafter enacted and pertaining to development or use of the Leased Premises.

22. FINAL AGREEMENT

This Lease Agreement is the final agreement between the parties hereto regarding the leased premises and is intended by the parties to be read in conjunction and consistent with the Memorandum of Understanding of even date herewith. To the extent that this Lease Agreement is deemed to be inconsistent with the said Memorandum of Understanding, the parties agree that the terms of the Memorandum of Understanding shall control. ~~terminates and supersedes all prior understandings or agreements on the subject matter hereof, whether same were written or oral. This Agreement may be modified only by a further writing that is duly executed by both parties.~~

24. GOVERNING LAW

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of West Virginia.

HARRISON COUNTY COMMISSION, WEST VIRGINIA

_____

Its: _____

Dated: _____

HARRISON COUNTY PARKS AND RECREATION COMMISSION

_____

Its: _____

Dated: _____

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HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

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

November 30, 2022

Harrison County Commission
301 West Main St
Clarksburg, WV 26301

Dear County Commissioners:

I am requesting authorization to accept a $60,000.00 yearly stipend from the Harrison County Board of Education to be utilized towards the assignment of a PRO/SRO Deputy to be shared between Nutter Fort Elementary School and Norwood Elementary School. I further request that this $60,000.00 be added to 700-103-03 salary line item in the current 2022-2023 fiscal year budget. This will allow this position to be backfilled in salary line item 700-3.

Sincerely,

Robert G. Matheny
Sheriff

PAYROLL CHANGE NOTICE

18A

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/25/2022		- -

NAME	ADDRESS
Lydia Walker	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		94	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE	-	PG 3-1 $31717.00
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) E911 Dispatcher Trainee

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 12/8/2022
HUMAN RESOURCES MANAGER	DATE 1/8/2023

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

19

December 1, 2022

President
Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Dear President:

We are pleased to inform you that the CY 2023 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2023 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2023 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 10 and return via email or regular mail to the following:**

Email: Finance@ahidta.org

Mail: Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741

Please return the completed Subaward Agreement by January 16, 2022.

If you have questions, please feel free to call. Remember that we are always here to assist you and we look forward to working with your agency.

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)	Subaward Agreement	
1. Recipient Name and Address: Harrison County Commission 301 W Main Street Clarksburg, WV 26301	**7. Federal Award Project Description:** *This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.*	
2. Subrecipient Unique Entity ID (UEI) number (If this number is not correct, please make pencil changes before returning this agreement. If no number is listed in the box below, please provide your agency UEI number when returning this signed document). **Y7HEJWCK2277** (The Unique Entity ID (UEI) number is a 12-character alphanumeric ID assigned to an entity by SAM.gov. A non- Federal entity is required to have a UE ID in order to apply for, receive, and report on a federal award. A UE ID may be obtained from SAM.gov.)	**8. Federal Award/Subaward Number (FAIN):** G23AP0001A	**9. Federal Award Date:** January 1, 2023
	10. Subaward period of Performance: From: 01/01/2023 to 12/31/2023	
	10a. Budget Amount: See budget detail at the end of this document.	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program	**11. Pass-through entity name:** Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy	**12. Pass-through entity contact information:** Jodi Albright, Commissioner 400 South Main Street, 3rd Floor London, KY 40741	
5. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program – 95.001*	**13. Indirect Cost Rate:** $0.00	
6. Award Type: B-Projects	**14. R&D Award:** No	

FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a.Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		**17a. Typed/Printed Name and Title of Authorized Official:**	
15b. Signature of Approving FCAHIDTA Official:	**Date:** 11/29/22	**17b. Signature of Authorized Recipient:**	**Date:**
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		**18. Authorized Official e-mail address:**	
16b. Signature of Approving FCAHIDTA Official:	**Date:** 11/23/22	**19. Authorized Official telephone number:**	

SUBAWARD CONDITIONS

1. PURPOSE: This agreement is entered into by and between the Harrison County Commission (hereinafter referred to as "Subrecipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Subrecipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.

2. AUDIT READINESS AND COMPLIANCE: The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.

3. STANDARDS AND GUIDELINES: The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).

4. PUBLIC RECORDS COMPLIANCE: The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Subrecipient's jurisdiction.

5. ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA: The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.

6. TERMINATION, SUSPENSION OR DELAY: The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.

7. CONDITIONS OF SIGNATURES: It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a wavier in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

8. LEGAL ACTION: Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.

9. DECONFLICTION: All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.

10. SUPPLEMENTAL AGREEMENTS ATTACHED: The Subrecipient acknowledges following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

    Documents are as follows:

    - A. General Terms and Conditions
    - B. Recipient Integrity and Performance Matters
    - C. Program Specific Terms and Conditions
    - D. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations

11. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:

    Requests for reimbursements should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year (February 28). Any reimbursements submitted past the February 28 deadline will not be reimbursed.

    All reimbursement requests must be submitted on the AHIDTA reimbursement form (LC-07). The LC-07 form and LC-07 instructions sheet are maintained on the AHIDTA website www.ahidta.org. Information regarding the submittal process for requests of reimbursement can be found on the instructions sheet.

    This subaward is considered closed after this final payment has been made. Any remaining balance in the subaward at that time will be released to the AHIDTA program to be reallocated per guidance from the AHIDTA Executive Board.

12. PAYMENT METHOD:

    All payments will be made via Electronic Funds Transfer (also referred to as ACH Direct Deposit) to the subrecipient's bank account.

13. LAW ENFORCEMENT OVERTIME REIMBURSEMENT:

    The overtime limit for the Appalachia HIDTA program is $19,000 per officer per calendar year. Appalachia HIDTA further limits overtime reimbursement to $4,000 per officer, per month without prior approval from the State Coordinator in your respective state.

    Be advised, overtime reimbursement from all Federal sources cannot exceed the lower of: (1) applicable state, local, and tribal regulations of officer's parent agency: or (2) 25% of the Federal GS-12, Step 1 level pay scale for "Rest of US" in the law enforcement general schedule in effect at the beginning of the calendar year. This overtime rate is the maximum that an officer can receive during the calendar year, fiscal year or other 12-month period from all Federal funding sources combined.

Appalachia HIDTA allocates overtime funding each calendar year based on fulltime task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA may terminate the position and the funding will no longer be available for reimbursement.

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

Effective January 3, 2020, Section § 889(b)(2) of the John McCain National Defense Authorization Act (NDAA) for FY 2019 prohibits executive agencies that administer loan or grant programs from permitting their funds to be used to purchase certain telecommunications and video surveillance equipment and services produced by certain Chinese entities. This applies to Executive Branch agencies like the Office of National Drug Control Policy (ONDCP) and Federal grantees, including the High Intensity Drug Trafficking Areas (HIDTA) Program.

The purpose of this legislation is to reduce the vulnerabilities of Federal agencies and their grantees to foreign interference in technology, data, and operations that rely on telecommunications or video surveillance. The covered telecommunications equipment or services include equipment manufactured or services provided by the following Chinese entities, and their subsidiaries or affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Types of prohibited items include (but are not limited to) equipment that can be used to route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or otherwise handles. Prohibitions also include telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Any item purchased with HIDTA funds must be in compliance with NDAA. AHIDTA will not purchase or reimburse an agency for items found to not be in compliance with NDAA.

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 C.F.R. § 69 - "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. Mandatory Disclosure Requirement

   As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP and the Financial Commission for Appalachia HIDTA all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM, currently the Federal Award Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

   None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

7. FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) (ii) provide a valid UEI number on the subaward agreement; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

9. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with §889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

10. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

11. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state –

    (1) the percentage of the total costs of the program
    (2) the dollar amount of Federal funds for the project or program; and
    (3) the Office of National Drug Control Policy is the source of funding for the projects, programs and activities.

12. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R § 200.340.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*
   Submit the information required about each proceeding that:

   Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   a. Contract from the federal government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceedings means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
c. Total value of currently active grants, cooperative agreements, and procurement contracts includes–

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. § 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf

OFFICE OF NATIONAL CONTROL POLICY

D. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants certifications regarding federal debt status, debarment and suspension, and a drug-free workplace. Applicants requesting monies greater than $100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over $100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared incligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;

(d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Harrison County Commission

Place of performance (street address, city, county, state, zip code)

301 W Main Street
Clarksburg, WV 26301

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, FL 33172.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)
The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

_____

Printed Name and Title of Authorized Official

_____

Signature of Authorized Recipent **Date**

Harrison County Commission

AHIDTA Reimbursement Form LC-07

- The LC-07 Reimbursement Form can be found under the Resources Tab on AHIDTA's website at www.ahidta.org.
- We have provided the forms in two different formats, Excel and a fillable PDF.
- We encourage you to download the form from the website with each reimbursement request to ensure you are using the most current form.
- Instructions for the LC-07 form can also be found on the AHIDTA website.

2023 - Appalachia HIDTA

Initiative - The Greater Harrison County Drug Task Force
Award Recipient - Laurel County Fiscal Court (G23AP0001A)

Resource Recipient - Harrison County Sheriff's Office

Overtime	Account number	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-23-229-40-6080.05	3	$57,000.00
Total Overtime		**3**	**$57,000.00**
Total Budget			**$57,000.00**

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, November 16, 2022, through Tuesday, November 22, 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, November 16, 2022, the following matters were disposed of in the presence of the Clerk:

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

MELISSA J OVERCASH, who was named in the last will and testament of **JUDY DARLENE FARRELL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

ELIZABETH D VALENTINE, who was named in the last will and testament of **GLADYS IRENE WESTFALL**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
DEBORAH M ABRUZZINO, who was named in the last will and testament of **GLADYS IRENE WESTFALL**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
ANNA JUNEICE MCHENRY, who was named in the last will and testament of **GLADYS IRENE WESTFALL**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **JOHN F ROSE**, deceased, late a resident of Greenwood, South Carolina, was admitted to record.

A duly certified copy of the last will and testament of **ROBERT RAY MCDOUGAL**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

A duly exemplified copy of the last will and testament of **CECIL DUANE WETZEL**, deceased, late a resident of Greenwood, South Carolina, was admitted to record.

A duly exemplified copy of the last will and testament of **LYLE HAWTHORNE POWELL**, deceased, late a resident of CLAY, FLORIDA, was admitted to record.

On, Monday, November 21, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **SANDRA L HARLOW**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

WELLMAN T ROBEY, who was named in the last will and testament of **NOLA C ROBEY**, deceased, as EXECUTOR thereof , qualified as such. No bond was required.

On, Tuesday, November 22, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **HELEN ROSE ANTULOV**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

Wednesday, November 30, 2022

John R Spires
Clerk of the Harrison County Commission

Confirmed

United States of America

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State of West Virginia **County of Harrison, ss:**

Clerk's Fiduciary Report

Estate from Wednesday, November 23, 2022, through Tuesday, November 29, 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, November 23, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **ROBERT ORAL HARDMAN**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

PADRAIG A BOYLE, who was named in the last will and testament of **MARY CLARE BOYLE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **BARBARA J REIBOLD**, deceased, late a resident of Allegheny, Pennsylvania, was admitted to record.

On, Monday, November 28, 2022, the following matters were disposed of in the presence of the Clerk:

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

MARY M TUCKER, who was named in the last will and testament of **CHARLES W CLEVENGER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **DONALD R WAGLE**, deceased, late a resident of VIGO, INDIANA, was admitted to record.

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United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, November 30, 2022, through Tuesday, December 6, 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, November 30, 2022, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **MAUD (MAUDE) LOUISE STERLING**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

REBECCA LYNN BELOTSKY STERLING, who was named in the last will and testament of **MAUD (MAUDE) LOUISE STERLING**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

SANDRA KAY MATTHEY, who was named in the last will and testament of **GLENN LEROY CASTO**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
MARY GRACE ADAMS PIRET, who was named in the last will and testament of **GLENN LEROY CASTO**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

On, Thursday, December 1, 2022, the following matters were disposed of in the presence of the Clerk:

The said estate of **TIMOTHY LEE WALKER**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

JOYCE A WICKLAND, who was named in the last will and testament of **STEPHEN ALAN WICKLAND**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Friday, December 2, 2022, the following matters were disposed of in the presence of the Clerk:

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

LESLIE LYNNE MOORE BOND, who was named in the last will and testament of **BILLIE CLEVENGER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

ROBERT J PEVLER, who was named in the last will and testament of **DOLORES ANN SHELTON**, deceased, as ADMINISTRATOR CTA thereof, qualified as such. Bond was 250,000.00.

A duly exemplified copy of the last will and testament of **HARRY N BURNS**, deceased, late a resident of ROCKINGHAM, VIRGINIA, was admitted to record.

On, Tuesday, December 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, **JUSTIN ROGERS** was appointed and qualified as ADMINISTRATOR of the estate of **JOAN BERNADETTE ROGERS**, deceased. Bond was 70,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOHN EDWARD ZROSKE** was appointed and qualified as ADMINISTRATOR of the estate of **CAROL SUE KEAVNEY**, deceased. Bond was 20,000.00.

John R Spires
Clerk of the Harrison County Commission

Wednesday, December 14, 2022

Confirmed

C-1

CHARLES POINTE COMMUNITY ENHANCEMENT DISTRICT BOARD

NOTICE OF REGULAR MEETING

The Charles Pointe Community Enhancement District Board will hold a regular meeting on Friday, the 2nd day of December, 2022, at 3:00 p.m., prevailing time, via video and telephonic conference.

Interested persons may join the video and telephonic conference using the following information:

Web URL:
https://us02web.zoom.us/j/86972035675?pwd=dk5iVHFjNDFXSFJlNU41ZWRuZ1NaUT09

Meeting ID: 854 1671 6786

Telephone Dial-in: +1 929 205 6099
Meeting ID: 854 1671 6786

Please note, you can join the meeting without video by using the above call-in number and Meeting ID.

The agenda for the meeting is attached hereto.

CHARLES POINTE COMMUNITY ENHANCEMENT DISTRICT BOARD

REGULAR MEETING
FRIDAY, DECEMBER 2, 2022
3:00 PM

AGENDA ITEMS

1. To approve the minutes of the special meeting of the Community Enhancement District Board held on October 14, 2022.

2. To consider and act upon any measures related to the foregoing agenda items.

/s/ Terri Scoville
Secretary

C-2

Enlarged Hepzibah Public Service District
Special Board Meeting – Water Project Loan Closing

Thursday
December 1, 2022
5:00 PM

AGENDA

1. Call meeting to order

2. To consider and act upon a proposed Rules of Procedure Resolution.

3. To consider and act upon a proposed Bond Resolution entitled:

   RESOLUTION AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONS, BETTERMENTS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE ENLARGED HEPZIBAH PUBLIC SERVICE WATER DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,893,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

4. To consider and act upon a proposed Supplemental Resolution providing for the issuance of the Bonds.

5. To consider a Draw Resolution for the payment of invoices from the Bonds.

6. To consider a Sweep Resolution pertaining to the automatic payment of the Bonds to the Municipal Bond Commission.

7. Take necessary action related to the foregoing.

8. Adjournment

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

C-3

BINGAMON PUBLIC SERVICE DISTRICT
PO BOX 35, SHINNSTON, WV 26431
MICHAEL R SIEBER, CHAIRMAN EDWARD HILDRETH, JR, SECRETARY
BRAD FORTNEY, TREASURER

October 17th, 2022

The monthly meeting of the Bingamon Public Service District (BPSD) Board of Directors was held on October 17th, 2022, at the Bingamon Public Service District office trailer.

CALL TO ORDER: The meeting was called to order at 6:31 p.m. by Chairman Michael Sieber.

ROLL CALL: Board members present: Edward (Bud) Hildreth, Jr., Brad Fortney, and Michael Sieber. BPSD staff Plant Manager Rusty Kuhens, Office Manager, Teresa Basnett and Jason Basnett.

READING OF THE MINUTES - Minutes from the September 19th, 2022, BPSD board meeting were distributed. Mr. Sieber called for any corrections or additions to the minutes. ***A motion was made by Michael Sieber, seconded by Bud Hildreth, to accept the minutes as published. The motion carried unanimously.***

TREASURER'S REPORT – Board members reviewed the Treasurer's Report. The bank balance as of September 30th, 2022, was $86,785.13 Accounts receivable for the month totaled $ 7,150.75

- Current outstanding bills were reviewed. ***A motion was made by Michael Sieber and seconded by Bud Hildreth, to pay the current bills. The motion was passed unanimously.***

OFFICE MANAGER'S REPORT – BALANCES AS OF SEPTEMBER 30TH, 2022
Mrs. Teresa Basnett, Office Manager

- City National Bank MMA earned $ 13.43 in interest and totals $83,663.59
- City National Bank Reserve Account earned $7.99 in interest and totals $50,033.16
- The Renewal/Replacement Acct. at BB&T earned $.09 in interest totals $11,395.40
- WesBanco day of meeting balance was $89,170.90
- 24 hour notices this month totaled 30. $504.91 was collected out of the $7,883.76. None were turned off for nonpayment. Nobody signed a payment agreement. 2 customers paid in full, 2 made partial payments.
- Mrs. Basnett said online payments were over $4,200 so far this month.

- Mrs. Basnett reported that she had reached out to DIAL MY CALLS. This is the company Bertis McCartry from WVRW suggested Bingamon use for the Alert Notification system. DIAL MY CALLS has the option of pay as you go instead of a regular monthly fee. With the pay as you go feature you can purchase credits and they will be stored and never expire. DIAL MY CALLS said that most customers who use this feature will purchase 5,000 credits for $250.00 and just replenish the credits as needed. ***The Board told Mrs. Basnett to set up the account with DIAL MY CALLS.***

PLANT OPERATOR'S REPORT - Mr. Rusty Kuhens, Plant Operator

- Mr Kuhens received his certificate for Chief Operator.
- Mr Kuhens reported they fixed 3 leaks, put in a new tap for customer and repaired Mr Kellar's line.
- Mr Kuhens and the board talked about a generator. With the possibility of a power outage the board discussed having Mr Kuhens check on the prices of a diesel pull behind generator.
- Mr Kuhens said that Bertis McCartry from WVRW is going to come in November and help get Bingamon started with the lead testing process. Mr McCarty said that possibly Bingamon may need to hire a person to be dedicated to help with this testing. Mr Kuhens reported it will take a couple of years to complete all the necessary testing.
- Mr Kuhens mentioned that Hunter Proffitt, one of the casual guys has been a good employee, and a very hard worker. Mr Kuhens feels Mr Proffitt should be moved up to a part-time employee. The Board agreeded to making Mr Proffitt a part-time employee, which would increase his pay to $12.16. Mr Kuhens went on to mention that Mr Proffitt had asked to be paid every 2 wks instead of monthly. ***The Board told Mrs. Basnett to pay Mr Proffitt and any other employee who may want paid every two weeks. The paydays will fall on the 1st and the 15th of the month.***

SAFETY COMMITTEE MEETING: Dog Bites

OLD BUSINESS: None voiced
NEW BUSINESS: None voiced

NEXT MONTHLY BPSD BOARD MEETING – The next regularly scheduled BPSD board meeting will be held @ the office trailer on November 21st, 2022 @ 6:30 PM

ADJOURNMENT – The meeting was adjourned at 7:43 pm upon a ***motion by Brad Fortney, seconded by Michael Sieber, and carried unanimously***

Michael Sieber, Chairman

Teresa Basnett, Office Manager

C-4

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
December 12, 2022
5:00 PM

AGENDA

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

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

C-5

Sun Valley Public Service District
Regular Board Meeting

Tuesday
December 13, 2022
3:30 PM

AGENDA

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

CLARKSBURG WATER BOARD
A Municipal Corporation Serving Clarksburg Since 1887

GENERAL MANAGER
JASON L. MYERS

MEMBERS OF THE BOARD
PAUL J. HOWE III, PRESIDENT
ALBERT N. COX II
JON W. CALVERT

NOTICE OF PUBLIC HEARING

CLARKSBURG WATER BOARD, HARRISON COUNTY, WEST VIRGINIA, WATER SERVICE CUSTOMERS

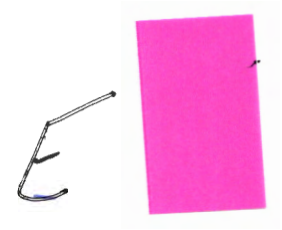
Notice is hereby given that the Clarksburg Water Board, Harrison County, West Virginia, a municipal corporation, will hold a hearing before the final vote on a proposed Ordinance, the principal object of which is the increase of water rates for customers of the waterworks system operated by the Clarksburg Water Board, Harrison County, West Virginia. The title of such Ordinance is "AN ORDINANCE SETTING FORTH THE RATES, FEES, AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATERWORKS SYSTEM OF THE CLARKSBURG WATER BOARD, HARRISON COUNTY, WEST VIRGINIA."

The final vote on the adoption of said Ordinance shall be held in the Board Room of the Clarksburg Water Board Water Treatment Plant Building, 1001 South Chestnut Street, Clarksburg, West Virginia, on Tuesday, November 29, 2022, at three o'clock (3:00) P.M. (EST). Interested parties may appear and be heard at such time with respect to the passage of the proposed Ordinance. Copies of said Ordinance are available at the Clarksburg Water Board Business Office, located at 1001 South Chestnut Street, Clarksburg, West Virginia, between 8:00 A.M. and 4:00 P.M. (EST), Monday through Friday, except holidays, or on our website at www.clarksburgwater.com. The said Ordinance may be materially amended at said meeting.

If adopted, said rates, fees, and charges will become effective forty-five (45) days from the date of its passage, unless otherwise ordered by the Public Service Commission of West Virginia.

Clarksburg Water Board, a municipal corporation,
by
Jason L. Myers, General Manager

1001 S. Chestnut St. Clarksburg, WV 26301 (304) 623-3711 Fax (304) 624-8096



NOTICE TO CUSTOMERS OF RATE INCREASE

Waste Management of West Virginia, Inc.:

Provides notice that it will increase its rates (excluding fuel and tipping fee surcharges) not to exceed the 5.344 percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Garbage and Trash Collection Index from September 2021 to September 2022, as calculated by the Public Service Commission in M.C. General Order No. 64.5 and General Order No. 183.12.

The increased residential and negotiated commercial tariff rates as shown in the table below will take effect on January 1, 2023:

	Present Rate	Proposed Rate	$$$ Increase	Percent Increase
RATES:				
Residential Base Rates	N/A	N/A	N/A	N/A
Commercial Rates	Negotiable	Negotiable		5.34%

This increase will be implemented pursuant to West Virginia Code §24A-5-2a(d) which specifies that an annual rate increase is permitted without the filing of an application for approval by the Public Service Commission provided that notice is given to customers and the increase is not greater than the preceding September year over year increase in the Garbage and Trash Collection Index.

F.

Date: 10/13/2022

RE: Legal Advertising Rate for fiscal year 2023.

Hello,

Please allow this letter to serve as official notification of the legal advertising rate for fiscal year 2023 for the following newspaper:

Newspaper: The Exponent Telegram

Published in the City of: Clarksburg

Published in the County of: Harrison

In the state of West Virginia.

The Exponent Telegram is a qualified
(newspaper's name)

newspaper in West Virginia with a circulation of 10063 and may charge

$0.13 cents per word.

Based on state code, the Exponent Telegram
(newspaper's name)

per inch word rate for fiscal year 2023 will be $6.89.

Thank you,

Publisher

2023 Price Adjustment

Effective On or After January 1, 2023

TELEVISION (monthly)	CURRENT PRICE	NEW PRICE
Starter	$30.00	$30.00
Advanced	$90.00	$94.00
Ultimate	$110.00	$115.00
HBO[1]	17.95	No Change
Cinemax[1]	14.95	No Change
Starz/Encore[1]	13.95	No Change
Showtime/The Movie Channel[1]	10.99	No Change
Fans Choice[2]	5.95	No Change
Converter (each)	$5.95	No Change
TiVo Gateway	$19.95	No Change
TiVo Player (each)	$6.95	No Change
First DVR Converter	$16.95	No Change
Additional DVR Converter (each)	$9.95	No Change
DTA Converter (each)	$3.99	No Change
Cable Card (each)	$1.99	No Change

BUNDLES

Bundle prices will adjust to reflect changes listed above

MISCELLANEOUS CHARGES

Broadcast TV Surcharge*	$27.87	$31.06
Copyright*	$0.60	$0.70
Technology Fee*	$3.00	No Change
Full Professional Installation	$99.95	No Change
Paper Statement Fee	NA	$2.50
Payment Process Fee	NA	$2.50

CREDITS

Paperless Billing	$(0.50)	$(2.50)
Auto Pay	$(1.50)	$(2.50)

[1] Only available as an add-on to any regular TV tier (Starter, Advanced, Ultimate).
[2] Only available as an add-on to Ultimate TV Package.
* Required with any level of television service.

One converter required at all viewing locations at an additional fee. You may choose from Converter, DVR, TiVo or DTA. All services not available in all areas. Limited to residential customers. Other restrictions apply. Call 1-800-SHENTEL for full details.

Shentel © 2023. All rights reserved.

ATTENTION:

Shentel is currently in the negotiation process with some broadcasters which could affect the final lineup shown on this notification.

For a complete list of channels that may be affected by these negotiations, please visit:
www.shentel.com/retransmissionconsent

LOCAL FRANCHISE AUTHORITY

Harrison County: 301 W. Main Street, Clarksburg, WV 26301
Doddridge County: 118 East Court St. Rm 102 , West Union, WV 26456
City of Salem: P.O. Box 352, Salem, WV 26426
West Virginia Public Service Commission: P.O. Box 812, Charleston, WV 25323

SHENTEL®
Always connected to you

1-800-SHENTEL • shentel.com

SALEM

2023 Price Adjustment and Channel Line-up Notification

Dear Shentel TV Customer:

Each year, we strive to provide valuable Cable TV service to our customers at a reasonable price. To continually deliver cable service with all of your favorite and most-watched channels, we are required to negotiate contracts with broadcast channels and cable programmers which in turn can affect the rate for TV services. Please review this notice to see the expected rate changes for next year.

Much of the cost of your cable TV service comes directly from the programmer in the form of Broadcast TV Surcharges. This is the fee that networks can charge us to take their programming which is broadcast free over the air, and provide it to our customers through our network. We try to absorb as much of this cost as possible, but a portion is included in cable bills because of the significant and continual rise in the cost of these fees in recent years. You can see the specific impact of this charge by looking at the "Broadcast TV Surcharge" line on this letter, as well as on your monthly bill. Shentel gains no revenue from the Broadcast TV Surcharge.

This year, due to increasing costs for billing, we have implemented a $2.50 Paper Statement Fee, and a $2.50 Payment Processing Fee. These fees can be directly offset by enrolling in Auto Pay and Paperless Billing.

We are proud that you have chosen Shentel as your cable provider and we appreciate your business.

Sincerely,

Chris Kyle

Chris Kyle
Vice President Industry Affairs and Regulatory

SHENTEL®
Always connected to you

SHTXXXXXX-

H.

Name of Organization/Applicant Johnstown CEOS / Johnstown Community Fair

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ 1,500.00

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

Bulletin Board	$ 350.00
WPDX	$ 500.00
WV News - Clarksburg Exponent	$ 65.00
Prospector	$ 180.00
WV Radio Corp.	$ 800.00
TOTAL	$ 1,895.00

NAME OF PROJECT/EVENT: Johnstown Community Fair

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

INCOME SOURCE:	Please see attached Income Statement	$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

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

Please see attached Income Statement	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Priscilla Swan, Treasurer — Applicant

12-1-22 — Date

(Revised 8/19/14)

Submit Form | Print Form | Reset Form

Johnstown 68th Fair Report

Grants:

State of WV	1,485.00
Harrison County Commission	1,500.00
Sacred Heart Children's Foundation	2,851.09
Total Grants	5,836.09

Donations:

Harrison County Bank	1,250.00
Jim's Service Center	200.00
Amos Carvelli	50.00
William's Jeweler's	50.00
Supply Solutions	200.00
T-Body	100.00
H & M Motor Co.	100.00
Dan Cava	100.00
Bridgeport Tire	200.00
Burnside Funeral Home	100.00
Rent World - Buckhannon	20.00
Mike Ross	100.00
Kyle Johnson	100.00
Davis Funeral Home	200.00
Buckhannon Stockyards	100.00
HREA	200.00
Lucy Hornor	100.00
Skasik's	50.00
Jefferd's	50.00
John Clutter/Pat Boyle	250.00
Adam Grubler	100.00
Jenkin's Ford	200.00
Mike McDonald	50.00
Donald Reynolds	250.00
U-Haul - Mark Arnold	100.00
Cheryl Cornwell	100.00
Richard Hudkins	100.00
Linda Martin (Mack McClain)	50.00
Total Donations	4,470.00

Expenses:

Clarksburg Blue Print	180.00
Food Lion Pork	177.65
Wv Radio Corp.	800.00
Paint Misbehavin	500.00
Quantum Rental	1,294.41
Bulletin Board	350.00

Exponent-Telegram	65.00
Wal-Mart - Hamburger	88.26
Trophies	654.00
Dash Plaques	200.00
HCB - Change Order	1,200.00
Clarksburg Blue Print	90.00
P. Suan - Buns, Creamer	301.10
Prospector	180.00
A. F. Wendling	867.85
WPDX	500.00
L. Smith - Sauce Ingredients	48.66
S. DeWeese - Ice	17.36
Corn Hole Winner-Jared Chapman	150.00
Blue Country	400.00
Salty Dog - DJ	100.00
Josh Oldaker	377.00
Grayson Samples	400.00
Greg Holden - Rock Wall	600.00
Quantum Rental	2,051.09
Total Expenses	11,592.38
Deposit from fair/car show	6,634.75
Additional Deposits - Susie Williams	10.00
Betty Nutter	10.00
Linda Williams - soda	100.00
Livestock Association - Pop	100.00
Mt. Clare Church - Pop	4.00
Museum Donation	10.00
Parkette - Bought wieners	245.00
Bun returned to Sam's	79.81
Bill Suan - Gatorade	14.00
Bob Suan	15.00
Total deposits after fair	587.81
Profit	5,936.27

****

18.00 % ANNUAL SERVICE CHARGE ON PAST DUE BALANCE

Account Status as of this Billing

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	BALANCE NOW DUE
$350.00	$0.00	$0.00	$0.00	$350.00

DATE	ORDER#	ED	DESCRIPTION	CL	DEPTH	SIZE	RATE	AMOUNT
			BALANCE FORWARD					$0.00
Sep 01	247445		CLE JOHNSTOWN UNITED METHODI	Church	Notice	2.00		0.00
Sep 08	560164		YBB FAIR SEPTEMBER 10TH		5 X 6.50	32.50		350.00
Sep 25	247445		CLE JOHNSTOWN UNITED METHODI	Church	Notice	2.00		0.00

Bollentin Board

Pd 10-8-22 # 2131

Sep 30 2022 TOTAL DUE $350.00

$350.00

WVNews West Virginia's News

PO BOX 2000
CLARKSBURG, WV 26302-2000

REMIT: IN U.S. FUNDS

PAY THIS AMOUNT

AJG CORPORATION
P. O. BOX 885
MORGANTOWN, WV 26507
PH: 304-292-2222
FAX: 304-292-2224

WPDX Order Confirmation

OrderID: 127769-001

Sponsor: Johnstown Community Festival
Product: Johnstown Community Festival
Estimate/PO:
AccountRep: Rob Henline
BillingCycle: Calendar Month
InvoiceType: Detail Affidavit
Run Dates: 9/6/2022 - 9/10/2022
Items Ordered: 50
Ordered Amount: $500.00

JOHNSTOWN COMMUNITY FESTIVAL
143 POST FARM RD
LOST CREEK, WV 26385

Scheduled Station(s): WPDX
Johnstown Community Festival

Printed 9/6/2022 10:49:29 AM

	Run Dates	Run Weeks	Run Times	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Week Total	Length	Description	Avail Type	Copy ID	Qty	Item Cost	Total Cost
01	9/6/2022 - 9/10/2022	All Weeks	06:00 AM - 11:59 PM	4	6	6	6	3			25	:30	Spot			25	20.00	500.00
02	9/6/2022 - 9/10/2022	All Weeks	06:00 AM - 11:59 PM	4	6	6	6	3			25	:30	Non Profit Mat			25	0.00	0.00

Calendar Month Projected Billing:

Jul-22	0.00	Aug-22	0.00	Sep-22	500.00	Q3-2022	500.00

Thank You for Advertising!

****

18.00 % ANNUAL SERVICE CHARGE ON PAST DUE BALANCE

Account Status as of this Billing

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	BALANCE NOW DUE
$65.00	$0.00	$0.00	$0.00	$65.00

DATE	ORDER#	ED	DESCRIPTION	CL	DEPTH	SIZE	RATE	AMOUNT
			BALANCE FORWARD					$0.00
Jun 17	553307		OUT FAIRS & FESTIVALS PAGE-S2	X	3.00	6.00		65.00
Jun 26	247445		CLE JOHNSTOWN UNITED METHODI	Church Notice		2.00		0.00

Jun 30 2022 TOTAL DUE $65.00

$65.00

WVNews West Virginia's News

PO BOX 2000
CLARKSBURG, WV 26302-2000

REMIT:
IN U.S. FUNDS

PAY THIS AMOUNT ▶



The Prospector

PO Box 550

Buckhannon, WV 26201

INVOICE

Customer

Name: Johnstown Community Fair
Address: 143 Post Farm Road
City: Lost Creek State: WV ZIP: 26385-7262
Phone: 304-622-6223

Date: 9/7/22
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Half Page Color Ad to Run in the Sept. 9 Issue	$180.00	$180.00

Paid $180.00
Ck# 2113
9-7-22

SubTotal	$180.00
	$0.00
TOTAL	$180.00

Payment Details

- ○ Cash
- ● Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

CONTRACT

WFBY-FM
1251 Earl Core Road
Suite 200
Morgantown, WV 26505
(304) 554-3900

Contract / Revision	Alt Order #
338363 /	

Advertiser	Original Date / Revision
Johnstown Community Fair	08/29/22 / 08/29/22

Contract Dates	Estimate #	
09/05/22 - 09/10/22		

Product
2022

And:

Johnstown Community Fair
Attention: Bill Suan
143 Post Farm Road
Lost Creek, WV 26385

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	**Account Executive**	**Sales Office**
WFBY-FM	Chris Cleghorn	Clarksburg

Special Handling
email Inv-b21suan60@frontier,com

Demographic
Households

Agy Code	**Advertiser Code**	**Product 1/2**

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1		WFBY 09/05/22	09/10/22	M-Su 5:30a-12a	6a-12a		:30			NM	40	$800.00
		Start Date	End Date	Weekdays	Spots/Week		Rate					
Week:		09/05/22	09/11/22	MTWTFS-	40		$20.00					
									Totals		40	$800.00

*Tax 1 Note: Streaming - Northern 8%.

Time Period	# of Spots	Gross Amount	Net Amount	*Tax 1	Total
08/29/22 -09/10/22	40	$800.00	$800.00	$64.00	$864.00
Totals	40	$800.00	$800.00	$64.00	$864.00

Signature: _____ **Date:** _____

pd. 8-30-22 # 2108

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified. The parties to this advertising agreement affirm that nothing in this agreement, or any of the actions, benefits and obligations relating to it, discriminate in any way on the basis of race or ethnicity.

Museum—Upstairs

50/50 Drawing

Raffle Tickets

Flea Market

Baked Goods

Auction at 6:30 p.m.

CAR SHOW

TROPHIES WILL BE AWARDED

Registration 10 a.m.—1 p.m.

CAR SHOW AT 1:00

SPONSORS

Sacred Heart Children's Foundation

WV Division of Culture & History

Harrison County Commission

Harrison County Bank

A special thank you to area businesses and individuals who donated products, certificates, services and/or monetary donations.

VOLUNTEER HOME LEADERSHIP

WEST VIRGINIA COMMUNITY EDUCATIONAL OUTREACH SERVICE

68th Johnstown Community Fair & Car Show



September 10, 2022

11 a.m.—8 p.m.