Wednesday, May17, 2023
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. --- Estate Hearing --- Mary Clare Cox --- Zoom
9:10 A.M. --- Funding Request --- YMCA --- Brenton Walker
9:15 A.M. --- Estate Hearing --- Walter John Kulczycki --- Accept copy of Will in place of lost original
9:20 A.M. --- Ron Eagle --- Veterans Council

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Shawn Moore --- FMLA --- Community Corrections --- Effective 05-15-2023**
   - **B. Jason Sheff --- FMLA --- 80 hours Leave W/O Pay --- 911 --- Effective 05-09-2023**
   - **C. Presley Gory --- Resignation --- 911 --- Effective 05-10-2023**
   - **D. Madison Spaulding --- Rehire --- 911 --- Effective 05-25-2023**
4. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Regular Meeting Minutes --- 05-03-2023**
   - **B. Regular Meeting Minutes --- 05-10-2023**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Vendor List of Payments**
6. **Exonerations --- Corrective Tickets --- Joint Property Application**
   - **A. Exonerations --- Exhibit A**
   - **B. Corrective Ticket --- 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. 4 --- Various Invoices --- $447,144.46
   B. Requisition for Payment No.24 --- MuniCap, Inc. --- $262.50
   C. Requisition for Payment No. (05/17/2023) --- MuniCap, Inc. & Jackson Kelly --- $6,381.75
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. Review – Discuss – Consider the memorandum of agreement from the Extension Service Committee
11. Review – Discuss – Consider Reallocating ARPA funds to help with costs associated with sewer project
12. Review – Discuss – Consider the reappointing of Roger Gay to the Lake Floyd Public Service District Board --- Term 06/01/2023 to 06/01/2029
13. Review – Discuss – Consider Request to Travel for Trevor Vance --- 911 --- June 16th – 23rd, 2023 --- NENA 2023 Conference & Expo --- Grapevine TX
14. Review – Discuss – Consider Executing formal agreement with CSXM and making escrow payment to CSX, for acquisition of all CSX parcels located in or near Wilsonburg, West Virginia for western connection of the Harrison County Rail Trail System (Potential executive session pursuant to W.Va. Code 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 state or any political subdivision)
15. Review – Discuss – Consider Kroger West Virginia State Wide Opioid Settlement Agreement
16. Administrator's Report
17. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
   1. 05-03-2023 thru 05-09-2023
B. Monthly Fiduciary Commission Settlements: (NONE)
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public

Service:

1. **Sun Valley PSD --- Financials --- FY2023-2024**
2. **Sun Valley PSD --- Meeting Minutes --- 04-11-2023**
3. **Sun Valley PSD --- Vendor Invoice Report**
4. **Greater Harrison PSD --- Agenda 05-17-2023**
5. **Greater Harrison PSD --- Financials --- 04-01-23 thru 04-30-202**
6. **Harrison/Taylor 911 Advisory Board --- Agenda 05-16-2023**
7. **Enlarged Hepzibah PSD --- Final Budget --- Water Division --- Year End 06-30-2024**

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

T-1. Election Workers Pay Raises (05-18-2022)
T-2. Changes to Employee Handbook Made by County Attorney (06-08-2022).
T-3. Shinnston North Bend Rail Trail Connector --- Task Order #2 (11-30-2022)
T-4. HCC Agreements with Harrison County Parks & Rec Commission (12-14-2022)
T-5. The Harrison County Commission giving the Development Corporation the Property formally known as the Farms at Maple Lake LLC (02-22-2023)
T-6. Harrison County Development Authority (03-22-2023)
T-7. Thrasher being Engineer of record for the Rail Trail and the Agreement (03-22-2023)

9:05
05-17-23

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY,WEST VIRGINIA

IN RE: ESTATE OF MARY CLARE COX

EXECUTOR WILLIAM E. FORD III' S PETITION TO ADMIT TO PROBATE A COPY OF THE LAST WILL AND TESTATAMENT OF MARY CLARE COX

Comes now your Petitioner William E. Ford III, as Executor of the Last Will and Testament of Mary Clare Cox and petitions the County Commission of Harrison County, West Virginia pursuant to W.Va. Code § 41-5-5 to admit to probate a copy of the Last Will and Testament of Mary Clare Cox, in lieu of the original. In support of this Petition, Petitioner states as follows:

1. On March 28, 2023 Mary Clare Cox, a resident of Harrison County, West Virginia departed this life in Harrison County, West Virginia.

2. Petitioner is a member of the W. Va. State Bar (WVSB # 1246) and was counsel to Mary Clare Cox during her lifetime.

3. On or about February 1, 2017, Mary Clare Cox executed her Last Will and Testament before three (3) witnesses, a copy of which has been submitted with this Petition to the Clerk of the County Commission of Harrison County, West Virginia for probate in accordance with the laws of the State of West Virginia. A copy is also attached hereto as Exhibit A.

4. Your Petitioner was named by Mary Clare Cox to be appointed the Executor of the Last Will and Testament of Mary Clare Cox, to serve without bond.

5. According to the sworn affidavit attached to said last Will and Testament, three (3) witnesses witnessed that the said Mary Clare Cox did sign, acknowledged, published and declared the paper annexed thereto as and for her Last Will and Testament in the presence of the witnesses,

together at the same time; that at the time thereof, the said Mary Clare Cox was of sound and disposing mind and memory and over the age of eighteen (18) years; that in the opinion of the witnesses, Mary Clare Cox knew what property she owned and to whom she wanted to devise and bequeath the same; that at the request of Mary Clare Cox, the witnesses signed their names to the said paper writing in the presence of Mary Clare Cox and in the presence of each other as attesting witnesses to said Last Will and Testament; and that said affidavit was made at the request of Mary Clare Cox to be offered in evidence when said Will was presented for probate.

6. By Order dated July 1, 2020, the Circuit Court of Harrison County placed the estate of Mary Clare Cox into a Conservatorship and appointed Wesbanco, NA as trustee. Wesbanco, NA continues to maintain possession, custody and control of the assets of the Estate of Mary Clare Cox.

7. A diligent search for the original will did not result in finding the original will. A copy of the Last Will and Testament of Mary Clare Cox was made by the Petitioner immediately after execution of the original and has been stored in the Petitioner's files since.

8. The heirs at law and distributees of the Estate of Mary Clare Cox are the following:

Seraphic Mass Association
5217 Butler St., Suite 100
Pittsburgh, PA 15201

Charles Arkle
174 Homestead Ave.
Holyoke, MA 01040

David Carney
1328 Good Hope Pike
Clarksburg, WV 26301

Kathleen A. Borofsky
104 Admiralty Hts # 104

Yarmouth Port, MA 02675

Andrew Cunningham
2003 Hinkle Lake Rd
Bridgeport, WV 26330

Maureen Fitzpatrick
82 Nobscussett Rd
Dennis, MA 02638

Katherine Riley
7 Heath Ct
Weston, WV 26452

Christy Butera
1254 Tidewood Dr
Bethel Park, PA 15102

Nancy (Williams) Parks
303 Vermont Ave
Clarksburg, WV 26301

Connie Sigley
2125 High St
Logansport, IN 46947

Lisa Holyfield
66 Peachtree Dr
Clarksburg, WV 26301

Immaculate Conception Catholic Church
150 South Maple Avenue
Clarksburg, West Virginia 26301

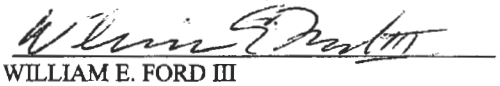
St. Patrick's Catholic Church
210 Center Ave.
Weston, WV 26452

The Sisters of St. Joseph
140 Edgington Lane
Wheeling, WV 26003

WHEREFORE, William E. Ford III, Petitioner, respectfully requests that the County Commission of Harrison County, West Virginia admit to probate a copy of the original Last Will

and Testament of Mary Clare Cox as reflected in the attached Exhibit A.

WILLIAM E. FORD III, Petitioner



WILLIAM E. FORD III
(WV State Bar No.1246)

FORD LAW OFFICE
8545 SE Pinehaven Avenue
Hobe Sound, Florida 33455

(304) 626-3116
Fax 772-247-7913

VERIFICATION

STATE OF FLORIDA,

COUNTY OF MARTIN, TO WIT:

I, WILLIAM E. FORD III, the Petitioner, being duly sworn, says that the facts contained in the foregoing Petition are true, except so far as they are therein stated to be on information, and that so far as they are therein to be information, I believe them to be true.

WILLIAM E. FORD III

Taken, subscribed and sworn to before me, this 6 day of April, 2023.

My Commission Expires 7-4-2026.

Notary Public State of Florida
Carson Harris
My Commission HH 283381
Expires 7/4/2026

NOTARY PUBLIC

LAST WILL AND TESTAMENT OF MARY CLARE COX

I, MARY CLARE COX, a resident of Harrison County, West Virginia, being of sound mind and disposing memory and over the age of eighteen (18) years, do make, publish and declare this to be my Last Will and Testament hereby revoking all previous Wills and Codicils heretofore by me made.

I.

I direct that all my just debts, including funeral expenses and costs of administration, be paid or provided for as soon as practicable after my death.

II.

I wish to be buried in the McPhela Cemetery, Weston, WV, on the lot of Arkle, Cox, Peterson, with a similar headstone. I wish that funeral arrangements be handled by Amos Carvelli Funeral Home, Nutter Fort, WV, with a Rite of Christian Mass at the Immaculate Conception Church in Clarksburg, WV.

III.

I give and bequeath to the Seraphic Mass Association, Pittsburgh, Pennsylvania the sum of One Hundred Fifty Dollars and zero cents ($150.00), with a request that Masses be said thereafter for me in remembrance of me.

I give and bequeath to my cousin, CHARLES ARKLE, of Holyoke, MA, my U.S. Savings Bonds and the sum of Five Thousand Dollars and zero cents ($5,000.00) to have and to hold as his property absolutely.

I give and bequeath to my cousin, DAVID CARNEY, of Clarksburg, WV, my AFLAC stock and the sum of Five Thousand Dollars and zero cents ($5,000.00) to have and to hold as his property absolutely.

I give and bequeath my Pure Gold Chain and engraved Medallion, which is engraved with "Kathleen Arkle", to my cousin, KATHLEEN BORAFSKY, of Stow, Massachusetts, to have and to hold as her property absolutely.

I give and bequeath my Five dollar ($5.00) Gold Piece to my cousin, ANDREW CUNNINGHAM, of BRIDGEPORT, West Virginia, to have and to hold as his property absolutely.

I give and bequeath my two (2) Diamond Rings to my two (2) cousins, MAUREEN FITZPATRICK and KATHY BORAFSKY, of Stow, Massachusetts, to have and to hold as their property absolutely.

I give and bequeath my Beelek Pitcher Vase, that is presently situate by the fireplace in my home, to my cousin, KATHERINE RILEY, of Weston, West Virginia, to have and to hold as her property absolutely.

I give and bequeath my Antique Wash Bowl, Pitcher, and Stand, to CHRISTY BUTERA, of Pennsylvania, to have and to hold as her property absolutely.

I give and bequeath my Spode dishware to NANCY WILLIAMS, of Fairmont, West Virginia, to have and to hold as her property absolutely.

I give and bequeath my antique satin quilt to CHRISTY BUTERA, of Pennsylvania, to have and to hold as her property absolutely.

I give and bequeath my Antique Pitchers, to CONNIE SIGLEY, of Virginia Beach, Virginia, to have and to hold as her property absolutely.

I give and bequeath to LISA HOLYFIELD my automobile and the sum of Five Thousand Dollars and zero cents ($5,000.00) to have and to hold as her property absolutely.

I direct that my House be sold by my Executor and the proceeds thereof divided and distributed equally between THE IMMACULATE CONCEPTION CATHOLIC CHURCH of Clarksburg, WV, and THE ST. PATRICK'S CATHOLIC CHURCH of Weston, West Virginia.

IV.

I give, devise and bequeath all the rest and residue of my estate, if any, to THE SISTERS OF ST. JOSEPH, WHEELING, WEST VIRGINIA and THE IMMACULATE CONCEPTION CATHOLIC CHURCH of Clarksburg, WV BUILDING FUND, in equal shares.

V.

I hereby nominate, constitute and appoint WILLIAM E. FORD III, of Clarksburg, West Virginia, as Executor of my estate, to serve as such without bond. In the event said WILLIAM E. FORD III predeceases me or is, for any reason, not qualified or refuses to serve as my Executor, then I nominate, constitute and appoint LISA HOLYFIELD to serve as Executrix of my estate, likewise to serve as such without bond.

VI.

Without limitation of the powers conferred by statute or general rules of law, my Executor is hereby authorized and empowered:

(1) To invest any funds of my estate in any corporate shares, bonds, notes, or other securities or property, real or personal, including any common or commingled fund, it being my intention to grant to my Executor broad investment powers and discretion;

(2) To sell or otherwise dispose of any property real or personal, at any time forming a part of my estate or trust for cash or upon credit, in such manner and on such terms and conditions as my Executor may deem best and no person dealing with her shall be bound to see to the applications of any money paid;

(3) To manage, operate, repair, improve, mortgage, and lease for any term any real estate at any time held in my estate;

(4) To make distribution in cash or in kind upon any division of my estate; and

(5) In general, to exercise all powers in the management of my estate which any individual could exercise in the management of similar property owned in her own right, upon such terms or conditions as may seem best to my Executor and to execute and deliver any and all instruments and to do all acts which may be deemed proper to carry out the purposes of this Will.

IN WITNESS WHEREOF, I, the said MARY CLARE COX, have set my hand to this my Last Will and Testament, typewritten on five (5) sheets of paper,

including the attestation clause and signature of witnesses, upon each of which I have signed my name this 10th day of February, 2017.

Mary Clare Cox

The foregoing writing consisting of five (5) typewritten pages, including the attestation clause and our signatures, was signed, published and declared by MARY CLARE COX, as and for her Last Will and Testament in the presence of us, who, at her request, and in her presence and in the presence of each other, have hereunto signed our names as witnesses this 10th day of February, 2017.

Karen Harris

Mary Ford

Lisa F. Ford

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

This day personally appeared before me, the undersigned authority, KAREN HARRIS, Mary Ford and LISA F. FORD, who, having first been duly sworn, did depose and say that they are the same persons who subscribed their names as witnesses to the annexed Last Will and Testament of MARY CLARE COX, bearing date the 10th day of February, 2017; that the said Testatrix signed, acknowledged, published and declared the paper writing hereto annexed as and for her Last Will and Testament in their presence; that at the time thereof, the said Testatrix was of sound and disposing mind and memory and over the age of eighteen (18) years; that in their opinion, the Testatrix

knew what property she owned and to whom she wanted to devise and bequeath the same; that at the request of the said Testatrix, they signed their names to the said paper writing in the presence of the said Testatrix and in the presence of each other as attesting witnesses thereto; and that they are making this affidavit at the request of said Testatrix to be offered in evidence when said Will is presented for probate.

Karen Harris

Mary Ferrell

Luis T. Ford

Taken, subscribed and sworn to before me this 10th day of February, 2017.

(Affix Notarial Seal)

Sandra Kay Dumire
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
SANDRA KAY DUMIRE
8119 Coet Avenue
Stonewood, WV 26301
My Commission Expires April 29, 2018

My Commission expires:
4-29-2018

9:10 A.M
05-17-23

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 3-7-2023

Organization Name: YMCA of North Central West Virginia, Inc.

Name & Title of Requestor: Benton Walker, CEO

Mailing Address of Organization and Responsible Person:
P.O. Box 688 Clarksburg, WV 26302
If approved, this is where the check will be sent

Telephone: 304-623-3303 Fax: _____ E-mail: bwalker@harrisonymca.com

FEIN# 55-0486791 Is your organization an IRS 501(c) 3 not-for-profit?
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 2500

Dollar Amount REQUESTED - Grant: $ 1,500 Loan: $ _____

Was project funded previously by HCC? (YES) NO If so, when July 2022 how much: $ 1500

Have you previously received funds from the Harrison County Commission: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: July 2022 ;how much: $ 1,500
When: July 2021 ;how much: $ 1,500

Purpose of request (one sentence): 5K Race Supplies

If for a fair/festival/event, give dates and location: Date: July 15, 2023 Location: VA park/trail

Describe the proposed activities with dollar amounts to be funded by this request: The requested funds will help us supply race day materials: race bibs, pins, awards, refreshments etc.

Are your financial statements audited by an outside accounting firm? (Y) N
If Yes, by whom: Our financial statements are reviewed by Baker Tilly

Do you plan to recognize the Harrison County Commission's contribution? If Yes, how? Yes, Recognition on race shirts as well as social media

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Ymca of North Central WV, Inc. 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) Ymca of North Central WV, Inc., the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Ymca of North central WV, Inc 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) YMCA of North Central, WV, Inc 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 [signature], CEO **Date** 3-7-2023

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: _____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

_____

Approval Signature Date

the YMCA
FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Harrison County Commission,

The YMCA of North Central West Virginia, Inc. has hosted our annual 5k over 5 years. Proceeds from the annual 5k will allow the Y to aid those in need, regardless of age, income, or background. We will ensure kids in need have access to Summer Camp, Swim Lessons, and Youth Sports. Families, seniors, and individuals who need aid most will be able to afford regular access to the Y and all its services. Together, we can build a better community for all. To be able to provide these services to our community, we also need community support. We are requesting $1,500 to assist with race supplies. We are a non-profit 501 c3 organization and can provide documentation with our tax-exempt status. Thank you for your consideration.

Kind Regards,

Benton Walker
CEO
YMCA of NCWV

YMCA of North Central West Virginia
P. O. Box 688 • Clarksburg, WV 26302-0688
304.623.3303

WEST VIRGINIA CONSUMERS SALES AND SERVICE TAX AND USE TAX

EXEMPTION CERTIFICATE

WV/CST-260
(Rev. 905)

CANNOT BE USED TO PURCHASE GASOLINE OR SPECIAL FUEL

All sales of tangible personal property or taxable services are presumed to be subject to tax unless a properly completed Exemption Certificate or a Direct Pay Permit number is provided. Read instructions on reverse side before completing this certificate.

NAME OF VENDOR	DATE	CHECK APPLICABLE BOX:	
Harrison County Commission	3-7-23	☐ SINGLE PURCHASE CERTIFICATE	☐ BLANKET CERTIFICATE
STREET ADDRESS	CITY	STATE	ZIP CODE

TO BE COMPLETED BY PURCHASER: I, the undersigned, hereby certify that I am making an exempt purchase and hold a valid Business Registration Certificate:

Enter Tax Identification Number _____

My principle business activity is _____

I claim an exemption for the following reason (Check applicable box or boxes):

PURCHASE FOR RESALE

☐ Purchase of tangible personal property or taxable services for resale or for use in performing taxable services where such property becomes a component part of the property upon which the services are performed and will be actually transferred to the purchaser. WV Code § 11-15-9(a)(9)

PURCHASE BY AN EXEMPT COMMERCIAL AGRICULTURAL PRODUCER

☐ A. Purchase of tangible personal property or taxable services for use or consumption in the commercial production of an agricultural product. But not purchases for the construction of, or permanent improvement to real property or purchases of gasoline or fuel. WV Code § 11-15-9(a)(8)

☐ B. Purchase of propane for use in poultry houses for heating purposes. WV Code § 11-15-9(a)(18)

TAX EXEMPT ORGANIZATIONS

☐ A. **GOVERNMENT** - Purchases by governmental agencies and institutions of (1) the United States; (2) this State (including its local governments); and (3) any other State (and its local governments) which provides this same exemption to this State. Such purchases by government employees are not exempt unless they are on government business and are billed to and paid for directly by the government. Private persons doing business with government may not claim this exemption. WV Code § 11-15-9(a)(3)

☒ B. **CERTAIN NONPROFIT ORGANIZATIONS** - Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under section § 501(c)(3) or (c)(4) of the Internal Revenue Code. These organizations must meet all of the requirements set forth in WV Code § 11-15-9(a)(6). For information concerning these requirements refer to publication TSD-320. WV Code § 11-15-9(a)(6)

☐ C. **SCHOOLS** - Purchases by a school with its principal campus in this State which is approved by the State of West Virginia to award degrees and which is exempt from federal and state income taxes under section § 501(c)(3) of the Internal Revenue Code. WV Code § 11-15-9(a)(15)

☐ D. **CHURCHES** - Purchases of services, equipment, supplies, food for meals and materials directly used or consumed by churches which make no charge whatsoever for the services they render. The purchase must be paid for directly out of the church treasury. WV Code § 11-15-9(a)(5)

PURCHASES OF CERTAIN SPECIFIC SERVICES AND TANGIBLE PERSONAL PROPERTY

☐ A. Purchases of electronic data processing services and related software but not data processing equipment, materials and supplies. WV Code § 11-15-9(a)(21)

☐ B. Purchases of services by one corporation, partnership or limited liability company from another corporation, partnership or limited liability company but only when the entities are members of the same controlled group or related taxpayers as defined in Section 267 of the Internal Revenue Code. WV Code § 11-15-9(a)(23)

☐ C. Purchases of computer hardware and software directly incorporated into manufactured products; certain leases; electronic data processing service; computer hardware and software directly used in communication; educational software; internet advertising; high technology business services directly used in fulfillment of a government contract. WV Code § 11-15-9h

☐ D. Purchases of motion picture films, coin-operated video arcade machines and other video arcade games for any use upon which there will be a charge subject to sales tax. WV Code § 11-15-9(a)(32)

☐ E. Purchases by a licensed carrier of persons or property, or by a government entity, of aircraft repair, remodeling and maintenance services for an aircraft, engine or other component part of an aircraft, or purchases of tangible personal property that is permanently affixed as a component part of an aircraft as part of the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts, and purchases by a licensed carrier of persons or property, or by a government entity, of machinery, tools or equipment, directly used or consumed exclusively in the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts. WV Code § 11-15-9(a)(33)

REVERSE SIDE OF EXEMPTION CERTIFICATE MUST BE COMPLETED TO BE CONSIDERED VALID

I understand that this certificate may not be used to make tax free purchases of items or services which are not for an exempt purpose and that I will pay the Consumers Sales or Use Tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner. In addition, I understand that I will be liable for the tax due, plus substantial penalties and interest, for any erroneous or false use of this certificate.

NAME OF PURCHASER	STREET ADDRESS
HARRISON County YMCA	P.O. Box 688 - Lowndes Hill Park
SIGNATURE OF OWNER, PARTNER, OFFICER OF CORPORATION, ETC.	CITY
	Clarksburg
TITLE	STATE / ZIP CODE
CEO	WV 26301

GENERAL INSTRUCTIONS

An Exemption Certificate may be used only to claim exemption from tax upon a purchase of tangible personal property or services which will be used for an exempt purpose as stated on the front of this form.

A purchaser may file a blanket Exemption Certificate with the vendor to cover additional purchases of the same general type of property or service. However, each subsequent sales slip or purchase invoice evidencing a transaction covered by a blanket Exemption Certificate must show the purchaser's name, address and Business Registration Certificate Number for purposes of certification.

INSTRUCTIONS FOR PURCHASER

To purchase tangible personal property or services tax exempt, you must possess a valid Business Registration Certificate and you must properly complete this Exemption Certificate and present it to your supplier. To be properly completed, all entries on this Exemption Certificate must be filled in.

Your Business Registration Certificate (and any duplicates) may be suspended or revoked if you or someone acting on your behalf willfully issues this certificate for the purpose of making a tax exempt purchase of tangible personal property and/or services that is not used in a tax exempt manner (as stated on the front of this form).

When property or services are purchased tax exempt with an Exemption Certificate, but later used or consumed in a non exempt manner, the purchaser must pay Sales or Use Tax on the purchase price.

The willful issuance of a false or fraudulent Exemption Certificate with the intent to evade Sales or Use Tax is a misdemeanor.

Your misuse of this Certificate with intent to evade the Sales or Use Tax shall also result in your being subject to:

A penalty of fifty percent of the tax that would have been due had there not been a misuse of such certificate.

This is in addition to any other penalty imposed by the Law.

In the event you make false or fraudulent use of this Certificate with intent to evade the tax, you may be assessed for the tax at any time subsequent to such use.

INSTRUCTIONS FOR VENDOR

At the time the property is sold or the service is rendered, you must obtain from your customer this Certificate, properly completed, (or a Direct Pay Permit number issued by the West Virginia Department of Tax and Revenue), or the sale will be deemed a taxable sale, unless the property or service sold is exempt per se from Sales Tax. Your failure to collect tax on such taxable sale will make you personally liable for the tax, plus penalties and interest.

Additional information may be required to substantiate that the sale was for exempt purposes. In order for this Certificate to be properly completed, it must be issued by a purchaser who has a valid Business Registration Certificate and must have all entries completed by the purchaser.

A timely received certificate which contains a material deficiency will be considered satisfactory if such deficiency is subsequently corrected.

You must keep this certificate for at least three years after the due date of the last return to which it relates, or the date when such return was filed, if later.

You must maintain a reasonable method of associating a particular exempt sale to a customer with the Exemption Certificate you have on file for such customer.

INSTRUCTIONS FOR VENDOR AND PURCHASER

If you, as vendor or as a purchaser, engage in any business activity in West Virginia without possessing a valid Business Registration Certificate (and you do not clearly qualify for an exemption), you shall be subject to a penalty in an amount not exceeding $100 for the first day on which such sales or purchases are made, plus an amount not exceeding $100 for each subsequent day on which such sales or purchases are made.

Please begin using this Certificate immediately.

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

List of officers:

Harry Green III- Board Chair P.O. Box 4564 Bridgeport, WV 26330

David McHenry -Board Treasurer 132 Valley Dr. Bridgeport, WV 26330

Heath Frazier -Board Member 8022 Southern Ave. Stonewood, WV 26301

Brian Jarvis -Board Member 87 Oak Ridge Drive Mount Clare, WV 26408

Carroll Morrison -Board Member 1401 Aaron Smith Dr. Bridgeport, WV 26330

Tina Yoke -Board Member 1270 Sun Valley Rd. Clarksburg, WV 26301

Eric Foreman -Board Member 9965 George Washington Hwy Bridgeport, WV 26330

Jim Griffin -Board Member 212 Johnson Ave. Bridgeport, WV 26330

Claire Perkins – Board Member 218 Cherry St. Bridgeport, WV 26330

David Mudrick – 1416 Adams Ave. Clarksburg, WV 26301

List of Directors:

Benton Walker -CEO 535 Center Ave. Weston, WV 26452

Harrison County YMCA
P. O. Box 688 • Clarksburg, WV 26302-0688
304.623.3303

the YMCA
FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Other potential 5k contributors

City of Clarksburg - $500

Private donor - $1,000

YMCA of North Central West Virginia
P. O. Box 688 • Clarksburg, WV 26302-0688
304.623.3303

bakertilly

YMCA OF NORTH CENTRAL WEST VIRGINIA, INC.

Financial Report
(Reviewed)

December 31, 2021

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board of Directors
The YMCA of North Central West Virginia, Inc.
Clarksburg, West Virginia

We have reviewed the accompanying financial statements of The YMCA of North Central West Virginia, Inc. (Organization), which comprise the statement of financial position as of December 31, 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements (collectively, financial statements). A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Baker Tilly US, LLP

Bridgeport, West Virginia
May 11, 2022

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YMCA OF NORTH CENTRAL WEST VIRGINIA, INC.

STATEMENT OF FINANCIAL POSITION
December 31, 2021

ASSETS		
CURRENT ASSETS		
Cash	$	282,466
Accounts receivable		13,419
ERC receivable		188,998
Deposits and prepaid expenses		19,393
Total current assets		504,276
EQUIPMENT AND LEASEHOLD INPROVEMENTS, net		222,651
OTHER ASSETS		
Beneficial interest in perpetual trusts		303,452
Prepaid expenses		2,476
Total other assets		305,928
Total assets	$	1,032,855
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$	55,267
Deferred revenues		27,056
Current portion of note payable		1,490
Current portion of capital lease obligations		33,386
Total current liabilities		117,199
CAPITAL LEASE OBLIGATIONS, long-term portion		122,318
NOTE PAYABLE, long-term portion		148,510
Total liabilities		388,027
NET ASSETS		
Without donor restrictions		239,155
With donor restrictions		405,673
Total net assets		644,828
Total liabilities and net assets	$	1,032,855

See Notes to Financial Statements
See Independent Accountant's Review Report

YMCA OF NORTH CENTRAL WEST VIRGINIA, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended December 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE, GAINS, AND OTHER SUPPORT			
Grants	$ 233,567	$ 15,000	$ 248,567
Membership fees	216,781	-	216,781
Contributions and grants	29,243	100,000	129,243
Child care	127,531	-	127,531
Program service fees and events	99,192	-	99,192
United Way support	35,000	-	35,000
Fund raising	13,001	-	13,001
Other revenue	19,524	-	19,524
Investment income	9,085	36,744	45,829
Net assets released from restrictions, restrictions satisfied by payments	32,779	(32,779)	-
Total revenue, gains, support	815,703	118,965	934,668
EXPENSES			
Salaries and wages	413,967	-	413,967
Utilities	106,970	-	106,970
Payroll taxes and benefits	65,335	-	65,335
Recreational, vocational, and craft	52,253	-	52,253
Contract services	48,783	-	48,783
Repairs and maintenance	41,885	-	41,885
Depreciation and amortization	34,183	-	34,183
Insurance	34,078	-	34,078
Bad debts	14,571	-	14,571
Bankcard and payroll fees	14,328	-	14,328
Office	11,102	-	11,102
Food, lodging, transportation, conferences	7,270	-	7,270
Fairshare	7,263	-	7,263
Interest	6,668	-	6,668
Fundraising supplies	5,304	-	5,304
Printing and promotion	2,673	-	2,673
Total expenses	866,633	-	866,633
Operating income (loss)	(50,930)	118,965	68,035
OTHER INCOME			
Income realized from Employee Retention Credit	174,199	-	174,199
Change in net assets	123,269	118,965	242,234
Net assets:			
Beginning of year	115,886	286,708	402,594
End of period	$ 239,155	$ 405,673	$ 644,828

See Notes to Financial Statements
See Independent Accountant's Review Report

YMCA OF NORTH CENTRAL WEST VIRGINIA, INC.

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended December 31, 2021

	Program Services	Administrative & General	Fundraising	Total
EXPENSES				
Salaries and wages	$ 321,427	$ 92,540	$ -	$ 413,967
Utilities	98,101	8,869	-	106,970
Payroll taxes and benefits	38,104	27,231	-	65,335
Recreational, vocational and craft	52,253	-	-	52,253
Contract services	4,499	44,284	-	48,783
Repairs and maintenance	41,885	-	-	41,885
Depreciation and amortization	34,183	-	-	34,183
Insurance	34,078	-	-	34,078
Bad debts	10,522	4,049	-	14,571
Bankcard and payroll fees	14,328	-	-	14,328
Office supplies	-	11,102	-	11,102
Food, lodging, transportation, conferences	3,805	3,465	-	7,270
Fairshare	7,263	-	-	7,263
Interest expense	-	6,668	-	6,668
Fundraising supplies	-	-	5,304	5,304
Printing and promotion	426	2,247	-	2,673
Total expenses	$ 660,874	$ 200,455	$ 5,304	$ 866,633

See Notes to Financial Statements
See Independent Accountant's Review Report

YMCA OF NORTH CENTRAL WEST VIRGINIA, INC.

STATEMENT OF CASH FLOWS
Year Ended December 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$	242,234
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Net income on beneficial interest in perpetual trusts		(36,744)
Depreciation and amortization		34,183
(Increase) decrease in assets:		
Accounts receivable		3,778
ERC receivable		(114,051)
Deposits and prepaid expenses		(5,234)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses		13,955
Deferred revenues		9,676
Net cash provided by operating activities		147,797
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of equipment and leasehold improvements		(152,587)
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES		
Debt aquired under capital lease obligation		149,079
Principle payments on capital lease obligations		(16,689)
Net cash provided by financing activities		132,390
Net increase in cash		127,600
Cash:		
Beginning		154,866
Ending	$	282,466
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid for interest	$	6,668
Equipment acquired under capital lease obligation	$	149,079

See Notes to Financial Statements
See Independent Accountant's Review Report

Note 1. Nature of Organization and Summary of Significant Accounting Policies

Nature of organization: The YMCA of North Central West Virginia, Inc., (Y), formerly The Young Men's Christian Association of Harrison County, Inc. (YMCA), was organized as a non-profit organization in September 1966, and provides members in the Harrison County, West Virginia area with various family-based programs in order to promote the physical, mental, and spiritual welfare of families and individuals within a Christian and moral environment.

The Y is supported primarily from membership and program fees, donor contributions, investment earnings, and support from the United Way.

A summary of the Y's significant accounting policies applied in the preparation of the accompanying financial statements is as follows:

Basis of financial reporting: These financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned rather than when received, and expenses are recognized when incurred rather than when paid.

Cash and cash equivalents and deposit risk: The Y maintains its cash in federally insured financial institutions. The Y did not have cash balances which exceeded the federally insured limited as of December 31, 2021.

Accounts receivable: Trade receivables are stated at the amount management expects to collect from taking into account implicit and explicit price concessions. The implicit price concessions are based on published discounts and pricing structures. The estimated implicit price concessions are based upon management's judgmental assessment of historical and expected net collections considering business and general economic conditions in its service area, trends in membership, and other collection indicators on a member-by-member basis. The Y has recorded price concessions of $17,000 as of December 31, 2021.

Property, equipment, and depreciation: Property and equipment are recorded at cost or, if donated, at the fair value on the date of the gift. Donations of property are recorded as support at estimated fair value at the time received. The Y reports expirations of donor restrictions when the donated or acquired long-lived asset is placed into service.

Property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Management annually reviews assets to determine whether carrying values have been impaired. If the expected future cash flow from the use of the asset and its eventual disposition is less than the carrying amount of the asset, an impairment loss is recognized and measured using the asset's fair value. No such losses were recognized during 2021.

Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. The Y capitalizes, at cost, all expenditures for fixed assets in excess of $1,000. Depreciation and amortization are computed using the straight-line method over the shorter of the life of the lease agreement or estimated useful life of the related assets, which generally range from 3 to 10 years.

Beneficial interest in perpetual trusts and investment income: Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Since inception, the Y has acquired beneficial interest in two perpetual trusts. Unrealized gains and losses on those funds are considered permanently restricted. Realized gains and losses, as well as investment income, are considered unrestricted and available to meet current expenses of the Y.

Fair value measurements and disclosures: U.S. generally accepted accounting principles establishes a framework for measuring fair value. This guidance defines fair value, establishes a framework and hierarchy for measuring fair value, and outlines the related disclosure requirements. The guidance indicates that a fair value measurement assumes that the transaction to sell an asset or transfer a liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market for the asset or liability based upon an exit price model. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level I measurements) and the lowest priority to unobservable inputs (Level III measurements).

Financial assets recorded on the statements of financial position are categorized based on the inputs to the valuation techniques as follows:

Level I — Quoted prices in active markets for identical assets or liabilities. Level I assets and liabilities include debt and equity securities that are traded in an active exchange market.

Level II — Observable inputs other than Level I prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level II assets and liabilities include debt securities with quoted prices that are traded less frequently than exchange-traded instruments or derivative contracts whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data.

Level III — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Deferred revenues: Membership fees, program fees and contributions that are designated for or related to future activities are deferred and recognized as revenue in the period in which the revenue is earned.

Contributions and grants: Contributions are reported as revenue when cash, securities, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until conditions on which they depend have been substantially met.

Donor-restricted support is reported as an increase in net assets with donor restrictions. When a restriction expires (i.e., when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Contributed services: Contributions of services that create or enhance non-financial assets are recorded based on the fair value of the services received. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Y. These services do not meet the criteria for recognition as contributed services and thus are not recorded.

Functional allocation of expenses: The costs of the Y and supporting service activities have been summarized on a functional basis on the statements of functional expenses for the year ended December 31, 2021. The table of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated between the program services, general and administrative and fund-raising services.

Net assets: Net assets are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Y and changes therein are classified and reported as follows:

Net assets without donor restrictions are net assets available for use in general operations and not subject to donor or grantor restrictions. All revenue not restricted by donors or grantors and donor restricted contributions whose restrictions are satisfied in the same period in which they are received are accounted for as net assets without donor restrictions.

Net assets with donor restrictions result from contributions, grants, or other inflows of assets whose use by the Organization is limited by donor or grantor-imposed stipulations. Those restrictions can be removed by the passage of time, by actions of the Organization pursuant to those stipulations, or from other asset enhancements and diminishments subject to the same kinds of stipulations. Other donor-imposed restrictions may be perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Advertising: The Y expenses advertising costs as incurred. Advertising costs for the year ended December 31, 2021, were $427.

Income taxes: The Organization is a not-for-profit entity that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an entity that is not a private foundation under 509(a)(1). The Organization had no unrelated business income during the year ended December 31, 2021. Accordingly, no provision for income taxes has been provided.

The Organization follows guidance for accounting for uncertainty in income taxes recognized in an organization's financial statements that prescribes a recognition threshold of more-likely-than-not to be sustained upon examination by the appropriate taxing authorities. There were no uncertain tax positions recognized in the financial statements as a result of this guidance. Generally, the tax returns for the years ended December 31, 2018, and thereafter remain subject to examination by the Federal and State taxing authorities.

Concentration of risk: The Y's membership is primarily located in Harrison County, West Virginia. The Y extends credit to its members in the ordinary course of its business. Financial instruments that potentially subject the association to concentrations of credit risk consist principally of temporary cash investments. The YMCA of North Central West Virginia, Inc. maintains its cash balances in various financial institutions.

Use of estimates: The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent events: In preparing these financial statements, the Organization evaluated events that occurred through May 11, 2022, the date the financial statements were available to be issued, for potential recognition or disclosure.

Recent Accounting Pronouncements

Leases: In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842) which supersedes FASB ASC Topic 840, *Leases*, and makes other conforming amendments to U.S. GAAP. This ASU requires, among other changes to the lease accounting guidance, lessees to recognize most leases on the balance sheet via a right-of-use asset and lease liability, and additional qualitative and quantitative disclosures. In addition, the updated guidance requires that lessors separate lease and non-lease components in a contract in accordance with the new revenue guidance in ASU 2014-09. Transition guidance is provided within the ASU and generally requires a retrospective approach. In June 2020, the FASB issued ASU 2020-05, which deferred the adoption date of this ASU for all private entities and public not-for-profit (NFP) entities that have not issued their financial statements reflecting the adoption of this ASU. The Organization is currently evaluating the impact, if any, that adoption will have on its December 31, 2022 financial statements.

Note 2. Revenue Recognition Significant Accounting Policies Under ASC 606

Membership fees: Membership fees are recognized evenly over the period of membership, which varies based on when members join or leave the Y. Unearned membership revenue is reflected as deferred revenue on the statement of financial position. Members are provided with monthly access to the Y and a variety of services, and revenue is recognized monthly as these services are provided. Management has adopted the practical expedient whereby costs to obtain membership contracts are not capitalized as the average length of a membership contract is less than one year. Membership fees revenue is allocated among the performance obligations and is recognized when each of the performance obligations are satisfied as follows:

a) Monthly access to the Y and its services included in the monthly membership-recognized monthly as services are provided.

b) Discounted program service fees-recognized during the year in which the discount is applied and the program service provided.

Program service fees: Program service fees are reported in the amount that reflects the consideration to which the Y expects to be entitled in exchange for providing services to their program participants. Program fees include fitness classes, massage, after school child-care, day camps, swim lessons, and various other programs operating at the Y, program sites, camps, or schools. Performance obligations are based on the nature of the services provided by the Y. Additionally, program fees include hourly fees for use of the Y's gym, pool or other area and the revenue under an agreement with the Harrison County Board of Education (HCBOE) providing access to the Y's pool for swim practice by the County's high school swim teams during October through the end of February. Performance obligations are generally providing a service at a point in time. Revenue is recognized at the time the program is held except for the HCBOE agreement, which is recognized monthly throughout the five-month period. Unearned program fees are reflected as deferred revenue on the statement of financial position.

Note 3. Contracts with Customers and Accounts Receivable

The Y's accounts receivable consists of the following as of December 31, 2021:

Contract Assets		
Program service fees receivables	$	14,671
Membership fees receivables		11,798
Total contract assets		26,469
Less implicit and explicit price concessions		17,000
Contract assets, net	$	9,469

Contract assets represent uncollected revenue from contracts with customers.

Contribution receivables of $3,950 are included in the balance sheet caption accounts receivable.

Note 4. Property and Equipment

Major classes of property and equipment consist of the following as of December 31, 2021:

Leasehold Improvements	$	78,581
Equipment		193,942
Total property and equipment		272,523
Less accumulated depreciation		49,872
Net property and equipment	$	222,651

Note 5. Beneficial Interest in Perpetual Trusts

The Y is an income beneficiary for two donor established perpetual trusts, maintained at two large financial institutions. Under the trust agreements, the Y receives periodic distributions of income from the trusts with no provision for current distribution of trust corpus. Annual distributions from the trusts are reported as investment income that increases unrestricted net assets. Unrealized gains are recorded as permanently restricted gains or losses. The following is a schedule of the fair value of assets held by the trusts and the applicable income interest of the Y.

P.G. Hollandsworth Charitable Trusts	$ 29,419
P.G. and Ruby Hollandsworth Charitable Trusts	274,033
	$ 303,452

The provisions of the perpetual trusts listed above require the trust principal be held with income only distributed each year, at the Trustee's discretion, with the remaining principal being held in perpetuity.

The following schedules summarizes the investment return and its classification in the statement of activities and changes in net assets for the year ended December 31, 2021:

	Without donor restricitions	With donor Without donor	Total
Interest and dividend income	$ 9,085	$ -	$ 9,085
Unrealized gain	-	36,744	36,744
Reported investment income	$ 9,085	$ 36,744	$ 45,829

Note 6. Fair Value Measurements of Financial Instruments

The following describes the valuation techniques used by the Y to measure certain financial assets and liabilities recorded at fair value on a recurring basis in the financial statements. There have been no changes in the methodologies used as of December 31, 2021.

Beneficial interest in perpetual trusts: Beneficial interest in perpetual trusts are recorded at fair value on a recurring basis. Fair value measurement is based upon quoted market prices when available (Level I). If quoted market prices are not available, fair values are measured utilizing independent valuation techniques of identical or similar securities for which significant assumptions are derived primarily from or corroborated by observable market data. Third party vendors compile prices from various sources and may determine fair value of identical or similar securities by using pricing models that consider observable market data (Level II).

	Total	Level I	Level II	Level III
Beneficial interest in perpetual trusts	$ 303,452	$ -	$ 303,452	$ -

Note 7. Disclosures on Liquidity and Availability

As of December 31, 2021, the Y has working capital of approximately $387,000. Financial assets available for general expenditures within one year of the statement of financial position consist of the following as of December 31, 2021:

Cash	$ 282,466
Accounts receivable	13,419
ERC receivable	188,998
	$ 484,883

The Y has a goal to maintain financial assets, which consist of cash on hand to meet 60 days of normal operating expenses, which are, on average, approximately $136,800. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 8. Leases

Lease with City of Clarksburg: On January 7, 2016, the City of Clarksburg (the City) passed an ordinance authorizing the City to enter into an agreement with the YMCA to purchase all the remaining assets of the Y. The Board of Directors of the YMCA agreed to the terms provided by the City at its January 2016 meeting.

On February 5, 2016, the YMCA entered into a sales agreement and closed on the sale of all its remaining assets with the City. The terms of the agreement whereby the City would pay the USDA $220,000 and request a cancellation of any remaining debt to which the YMCA was subject. By letter dated February 5, 2016, the USDA released the YMCA of any and all remaining debt.

On February 23, 2016, the YMCA entered into a five-year lease agreement beginning on March 1, 2016 and ending on July 31, 2021. In 2021, under the terms of this lease, the Y exercised its option to renew for an additional five-year period beginning July 1, 2021 and ending June 30, 2026. The annual rent for each of the first five years and the renewal period will be one dollar ($1) annually. The Y is responsible for all maintenance and upkeep of the facilities and equipment.

Capital lease obligations: In April 2019, the Y financed equipment including service and licensing agreements under capital lease obligations with a supplier. The equipment had been capitalized at $22,384 and accumulated depreciation was $8,813 as of December 31, 2021. Additionally, the service and licensing agreements were recorded as prepaid assets at $12,579 and accumulated amortization was $7,348 as of December 31, 2021. The lease requires 60 monthly payments of $628, including interest at 2.99%, expiring on March 31, 2024.

In October 2021, the Y financed equipment under a capital lease obligation. The equipment had been capitalized at $145,079 and accumulated depreciation was $11,448 as of December 31, 2021. The lease requires 60 monthly payments of $2,774 including interest at 5.54% expiring on September 25, 2026.

Minimum future payments are as follow:

2022	$	40,824
2023		40,824
2024		35,800
2025		33,288
2026		24,966
		175,702
Less amount representing interest		19,998
Present value of minimium lease payments	$	155,704

Note 9. Note Payable

On August 27, 2020, the Y signed a Note with the Small Business Administration (SBA) and obtained an SBA Economic Injury Disaster Loan (EIDL) for $150,000 at an interest rate of 2.75%. In accordance with the Note, the Y is obligated to pay principal and interest of $641 each month beginning August 27, 2021. All remaining principal and accrued interest is due August 27, 2050. The Y has the option to prepay this Note in part or in full at any time. Under the terms of the Note, the Y granted the SBA a security interest in all assets which the Y now owns or shall acquire or create.

Subsequent to signing this note, the SBA issued guidance for all EIDL loans signed in 2020 extending the date at which payments are required to start by an additional twelve months. Therefore, the Y is not required to start making interest and principal payments until August 27, 2022.

During 2021, the Y paid monthly interest only payments of $344 on this loan. Based on this new guidance, the Y currently anticipates making interest only payments until August 27, 2022. At that date the Y anticipates beginning the required $641 monthly payment.

Future maturities of note payable are as follows:

2022	$	1,490
2023		3,647
2024		3,748
2025		3,853
2025		3,960
Thereafter		133,302
	$	150,000

Note 10. Restrictions on Assets

Net assets with donor restrictions are restricted for the following purposes:

Benefical interest in perpetual trusts, the income from which is used to support general operations	$	303,452
Restricted for program expendiures		102,221
Restricted net assets	$	405,673

Note 11. Revenue Recognition and Contract Liabilities

The following table shows the Y's revenue disaggregated according to the timing of the transfer of goods or services for the year ended December 31, 2021:

Revenue recognized at a point in time		
Program service fees	$	204,723
Revenue recognized over time		
Membership fees		216,781
Program service fees		22,000
Total revenue recognized	$	443,504

The Y's deferred revenue (contract liabilities) consist of the following as of December 31, 2021:

Contract Liabilities:		
Deferred revenue-program services	$	9,360
Deferred revenue-membership fees		6,546
	$	15,906

Contract liabilities represent payments received prior to the start of the requisite service being performed.

The following table depicts activity for contract liabilities related to membership and program service fee and rental fees.

Balance as of December 31, 2020	Refunds Issued	Revenue recognized included in December 31, 2021 balance	Cash received in advance of performance	Balance as of December 31, 2021
$ 17,380	$ -	$ 17,380	$ 15,906	$ 15,906

The balance of contract liabilities as of December 31, 2021, less any refunds, will be recognized as revenue over the period services are rendered. The Y applies the practical expedient 606-10-50-14 and does not disclose information about the remaining performance obligations the have original expected durations of one year of less.

Note 12. Related Parties

Payments were made to YUSA totaling $7,263 for the year ended December 31, 2021. The Y periodically enters into other transactions, including banking services, insurance services, and printing services, that employ or have officers who are members of the board of directors. Such services are negotiated not to exceed current market rates.

Note 13. Retirement Plan

The Y participates in the YMCA Retirement Fund Retirement Plan (Plan), a defined contribution money purchase retirement plan administered by the Y Retirement Fund. The fund is a multi-employer plan that provides retirement benefits under Section 401(a) of the Internal Revenue Code (Code) to employees of YMCAs throughout the United States. Fulltime employees who have obtained 21 years of age and have two years of service with the Y are eligible to participate and are required to contribute 3% of gross wages to the Plan with the Y contributing an additional 5%. The Y contributes an additional 5% of an employee's salary to the plan. The Y made contributions of $8,604 for 2021. These contributions are included in the employee benefits. The participants are fully vested in all contributions.

Additionally, Y participates in the YMCA Retirement Fund Tax-Deferred Savings Plan, which allows plan participants to make voluntary contributions on an after-tax or tax deferred basis under 403(b)(9) of the Code, subject to applicable Internal Revenue Service regulations. The Y does not contribute to this Plan.

Note 14. Risks and Uncertainties

The Y has beneficial interest in certain trusts. Such investments are exposed to various risks such as fluctuations in interest rates, the securities market and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the new term and that changes could materially affect the amounts reported in the statement of financial position.

Note 15. Contingencies and Commitments

The Y is self-insured for unemployment claims by paying into the state program annually an amount equal to the actual unemployment benefits paid out by the state program on account of the employment services previously provided to the Y. The Y participates in a program administered by the 501(c) Agencies Trust (Trust) a strategic partner with YUSA. Under this program the periodic payments fund a private reserve for the Y which is held and invested by the Trust to pay futures claims. The balance of this deposit was $4,522 as of December 31, 2021. The Trust also provides claims management consultants, reemployment services, and stop loss insurance from an A+ rated carrier to cover large unforeseen claims. The Y pays a quarterly fee for these services.

Due to furloughs caused by COVID-19, the Y incurred $8,289 of claims and administrative costs under this arrangement during 2021. These costs are included in insurance on the statement of activities and changes in net assets.

In the normal course of its activities, the Y may become party to various legal actions. The Y purchased commercial insurance to cover substantially all conceivable losses. Management of the Y is of the opinion that the outcome of such actions will not have a material effect of the financial position of the Y and, therefore, has not included a reserve for such losses in the accompanying financial statements.

The Y has entered into various agreements for operational and accounting software services, communication services, and hot water services ranging from three to five years with third-party vendors. Future minimum payments under these agreements are as follows:

2022	$	39,455
2023		38,555
2024		38,255
2025		30,978
2026		24,078
Thereafter		14,126
	$	185,447

Note 16. Worldwide Pandemic (COVID-19) and Funding Received

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. The response to the pandemic has severely impacted the level of economic activity around the world and has had wide ranging effects on the Y.

In response to the pandemic, the United States government passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The CARES Act established several programs including the Paycheck Protection Program (PPP) and Provider Relief Fund (PRF) to aid businesses in their response to the economic effects of COVID-19. The material government funding received by the Organization, and the corresponding accounting for the funding, is outlined below.

Employee Retention Credit

The CARES Act established an Employee Retention Credit (ERC) for employers who met certain qualifications relating to a reduction in revenue of greater than 50% when comparing 2020 with the applicable quarter in 2019. The 2020 ERC is equal to 50% of a maximum of $10,000 of qualified wages and health insurance costs per employee. Initially the ERC was not available to employers who had received a PPP Loan. However, the Taxpayer Certainty and Disaster Tax Relief Act of 2020 (Relief Act) retroactively allowed taxpayers who received a PPP Loan to also claim the ERC. The above CARES and Relief Acts specifically exclude from qualified wages and health insurance costs any such costs which were used to obtain paycheck protection program loan forgiveness. This credit is claimed on the employer's Form 941.

The Y meet the eligibility requirements for the second, third and fourth quarter of 2020. Therefore, all wages and health insurance costs during these quarters which was not used for the paycheck protection program loan forgiveness, where used to calculate an ERC of $74,946. Since the Form 941's for these quarters were previously filed, the Y has filed an amended quarterly Form 941's (Form 941X) for these quarters to claim refunds totaling $74,946. This amount remains unpaid on December 31, 2021.

Certain revisions to the ERC were enacted during 2021. Employers were eligible for the ERC if they met certain qualifications relating to a reduction in revenue of greater than 20% when comparing a quarter in 2021, with the applicable quarter in 2019. The 2021 ERC is equal to 75% of a maximum of $10,000 of qualified wages and health insurance costs per employee per quarter for each of the first three quarters of 2021. The Y met the eligibility requirements for the first, second, and third quarters of 2021. Therefore, all wages and health insurance costs during these quarters were used to calculate the ERC.

Since the Form 941 for the quarter ended March 31, 2021, was filed prior to determining eligibility, the Y has filed an amended quarterly Form 941(Form 941X) for this quarter to claim a refund of $57,718. The ERC for the quarters ended June 30, 2021, and September 30, 2021, was claimed on the Y's Form 941's, which were filed claiming refunds totaling $116,480. These amounts have been reported as a separate line on the statement of financial position and as a separate line item under other income on the statement of activities and changes in net assets. Amounts outstanding for the 2021 ERC on December 31, 2021, were $114,052. Amounts outstanding for the ERC are shown as a separate line on the statement of financial position and as a separate line item under other income on the statement of activities and changes in net assets.

9:15
5-17-23

To: County Commission

Regarding: Estate of Walter John Kulczycki

I, Olga Irene Anderson, wish to petition the County Commission to accept this copy of my brother's, Walter John Kulczycki, Last Will and Testament written May 9, 2014, and Notarized by William C Cellifaitt and witnessed by Catherine R Cl (cannot read) and Julia M Todd on 5/9/2014. It was written five months after the death of our only sister, Mary Dora Kulczycki. I am the sole survivor of the family and the only one mentioned in the will. I have searched for the original and am unable to find it.

I can be reached at:

Thank you.

Olga Irene Anderson

May 9, 2014

I, Walter John Kulczycki, being of sound mind, and good memory, do make and publish my last will and testament.

I direct the payment of all my just debts and funeral expenses. I will and bequeath all my property real, personal or mixed of any kind and description, and whatever situate to my sister, Olga Irene (Kulczycki) Anderson.

I hereby appoint Mrs. Olga Irene Anderson executor of this, my last will and testament and direct that no bond be required of her.

In witness whereof, I hereunto sign my name to this, my last will which is wholly written in my own hand, this 9th day of May 2014.

Walter J. Kulczycki

5/9/14
William C. Ellifritt

OFFICIAL SEAL
Notary Public, State Of West Virginia
WILLIAM C ELLIFRITT
Clarksburg-Harrison Public Library
404 West Pike Street Clarksburg, WV 26
My Commission Expires December 19, 201

Witness:
Catherine R. Cleveny
Date: 5-9-2014

Witness: Julia M Todd 5/9/2014

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/15/2023		| | |-| | |-| | | | |

NAME	ADDRESS
Shawn Moore	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		731	

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 _____

X OTHER (Explain) FMLA

May 15, 2023 - July 15, 2023

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 5/11/2023

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3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/9/2023		| | |-| | |-| | | | |
NAME Jason Shiff		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 911 / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) 80 hours | save w/o pay

Extended Medical

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Jens approved	DATE 5/9/2023
HUMAN RESOURCES MANAGER Laura Pyle	DATE 5/15/2023

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Amsterdam

3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/10/2023		[redacted]
NAME: Presley Gary		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 911 / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) DSG/INSP — JOB OFFER PREVIOUSLY ACCEPTED

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 5/10/2023
HUMAN RESOURCES MANAGER	DATE 5/15/2023

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3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/25/2023		| | |-| | |-| | | | |
NAME Madison Spaulding		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 911 / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☒ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ 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) Re-Hire Pay Grade 4-3

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 5/11/2023
HUMAN RESOURCES MANAGER	DATE 5/15/2023

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4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday May 3, 2023, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present was John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: NONE

2. Consent Agenda: Hinkle moved to approve. Commission concurred.

3. Payroll Change Notices: Hinkle moved to approve items A-F. Commission concurred.

A. William Hamner --- Part Time --- Community Service Worker ---Community Corrections --- Effective 05-08-2023
B. Jason Sheff --- 88 hours leave w/o pay --- Effective 4/24/2023 --- 911
C. Matthew Gallo --- I.T. Intern ---Part Time --- New Hire --- Effective 05-04-2023
D. MyKaela Marple --- I.T. Intern --- Part Time --- New Hire --- Effective 05-04-2023
E. Aidan Rasmussen --- I.T. Intern --- Part Time --- New Hire --- Effective 05-04-2023
F. Taylor Skidmore --- I.T. Intern --- Part Time --- New Hire --- Effective 05-04-2023

4. Minutes and /or Amended Minutes of Previous Meeting: Hinkle moved to approve items A through C. Commission concurred.

A. Special Meeting Minutes 04-18-2023
B. Regular Meeting Minutes 04-18-2023
C. Regular Meeting Minutes 04-26-2023

5. Requisitions --- Purchase Orders --- Invoices: Pysz-Laulis will hold Doug Comer and 911 reimbursement until paperwork is attached. Hinkle moved to approve. Commission concurred.

A. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Application: Hinkle moved to approve. Commission concurred.

A. Exonerations --- Exhibit A

7. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 - North Land Bay Improvements: Hinkle moved to approve A and B. Commission concurred.

A. Requisition for Payment No. 68 (05/03/23) ---UMB Bank $5,337.00
B. Requisition for Payment No. (05/03/23) --- UMB Bank $902.33

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: Laura Pysz-Laulis received temporary Certificate of Occupancy.

9:05 A.M. --- Funding Request --- Wallace Vol. Fire Department --- James Gump/Marcus Shaw: Trecost moved to approve $3,000.00. Commission concurred.

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. Review - Discuss - Consider Request to Travel for Jason McDaniel, Lindsay Atha, and Gary Keith --- 911 --- June 25-29, 2023 --- WV Public Safety Training --- Dunbar WV: Hinkle moved to approve. Commission concurred.

11. Review - Discuss - Consider Budget Revision --- Prosecuting Attorney's Office --- From 405-223 Professional Services $ 3,000.00 to 405-214 Travel $1,000.00 and 405-341 Materials & Supplies $2,000.00: Hinkle moved to approve. Commission concurred.

12. Review - Discuss - Consider Budget Revision --- County Clerk --- Increase 413-341-00 Materials & Supplies $23,399 --- Decrease 413-103-00 Salary-Poll Workers $20,899 & 413-221-00 Training $2,500: Hinkle moved to approve. Commission concurred.

9:10 A.M. --- Funding Request --- Town of West Milford --- Jeff Barnhart: Trecost moved to approve $3,000.00. Commission concurred.

13. Review - Discuss - Consider a Resolution to Become a Participating Employer of the West Virginia Emergency Medical Services Retirement System (EMSRS): Trecost moved to approve and to affix signatures. Commission concurred.

9:15 A.M. --- Hearing --- Public Nuisance --- Felicia Stutler --- Lost Creek: Felicia Stutler did not appear. Cha lotte in Planning spoke of progress made on property. Hinkle moved to re-evaluate progress in 4 weeks. Commission concurred.

14. Review - Discuss - Consider Farmland Protection Board to hire an Administrator to handle board matters: Bill Coffindaffer spoke of need for Administrator. Hinkle moved to approve Bill Coffindaffer as Administrator. Commission concurred.

15. Review - Discuss - Consider the completion of closing of Aquilla Ward for the placement of his farm in Farmland Protection and pay $279,500.00: Hinkle moved to approve. Commission concurred.

9:20 A.M. --- Funding Request --- Derek Hotsinpiller --- Hannah Francis: Trecost moved to approve $3,000.00. Commission concurred.

16. Review - Discuss - Consider Maintenance Agreement Funding with West Fork Conservation District: Trecost moved to approve. Commission concurred.

17. Review - Discuss - Consider approving the Recommendation from Committee for the Farm Facility RFP: Laura Pysz-Laulis spoke of three (3) bids – Alpha Associates, EDI and Thrasher. All three (3) companies were interviewed and scored. Pysz-Laulis suggested Thrasher: Trecost moved to approve hiring Thrasher Engineering. Commission concurred.

18. Review - Discuss and approve removing Trey Simmerman as the County Attorney.: Hinkle stated that the Commission does not follow recommendations from Simmerman and questioned the need of receiving recommendations from him. Hinkle moved to approve. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed.

19. Review - Discuss and approve hiring in house counsel: Hinkle moved to hire in-house counsel and save funds for the County. Hinkle moved to approve. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed.

20. Review - Discuss - Consider Chang of Dates for Item deadlines and going out to the public for Agenda (Meeting dates will not change): Trecost moved to approve. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion Passed. Pysz-Laulis summarized meeting deadlines.

21. Administrator's Report: Laura Pysz-Laulis spoke of sewer line, airport grant, bring Amy Wilson in for an update. Commissioner Hinkle asked for sewer cost. Commissioner Hinkle asked for ARPA funding re-allotment to be placed on the next agenda

Commissioner Comments - Questions: NONE: Commissioner Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

4-B

At the regular meeting of the County Commission of Harrison County held on Wednesday May 10, 2023, Commissioners Susan Thomas, David Hinkle were present and Patsy Trecost II was in attendance via Zoom. Also present was John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting with a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: NONE

2. Consent Agenda - Hinkle moved to approve. Commission concurred.

3. Payroll Change Notices: - Hinkle moved to approve items A through E. Commissioner Thomas recused herself from voting. Commission concurred.

A. Alexis Ervin --- Part Time Kennel Tech to Full Time Kennel Tech --- Animal Control Effective 05-15-2023
B. Edward Bailey --- Temporary Summer Help --- Maintenance Department --- Effective 05-10-2023
C. Christian Burnside --- Temporary Summer Help --- Maintenance Department -- - Effective 05-10-2023
D. Lynnese K. Loudin --- Part Time Temporary Employee --- Prosecuting Attorney - -- Effective 05-10-2023
E. McKenzie V. Fittro --- Part Time Temporary Employee --- Prosecuting Attorney --- Effective 05-10-2023

4. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve. Commission concurred.

A. Vendor List of Payments

5. Administrator's Report: Laura Pysz-Laulis spoke of posting an advertisement on Indeed for Director of Panel Control and an opening in dispatch for 911. Pysz-Laulis also spoke on Reclaim winning the demolition bid for 108 Mt. Clare Road, gave an update on the General Services Annex furniture and building progress.

6. Commissioner Comments – Questions: Commissioner Hinkle spoke of the sewer project.

Commissioner Hinkle moved to adjourn. Commission concurred.

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

DRAFT

_____ _____

Susan Thomas, President Date

5-A

Date of Meeting	May 17, 2023	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
43952	APCO International	Recertification/J.McDaniel		$30.00					
43994	Frontier	Voice/Data Circuit Use/ 911		$1,638.89					
43995	Frontier	Voice/Data Circuit Use/ 911		$392.10					
43996	Frontier	Data Path Access/911			$79.25				
43997	Frontier	Internet Access			$210.00				
43998	WM Corporate	Waste Collection/911			$191.03				
44010	Project Life Saver	Supplies/Law Enforcement							$144.93
44011	West Virginia Paging	Pager / Law Enforcement	$7.00						
44012	WV State Tax Department	Q1FY2023	$32,084.20						
44014	MCM Business Systems	Copier Rental	$215.19						
44015	Fastspring	Administration Lic. Renewal / 911			$600.00				
44016	U S Bank	Various Charges/Park & Rec.	$314.92						
44017	Credential Research	Background Checks	$428.00						
44018	Mon Power	Park & Rec. Complex	$1,255.90						
44019	Amtower Auto Supplies	Trailer Repair	$16.40						
44020	Frontier	Park & Rec. Complex	$260.30						
44023	Allison J. Kelly	Transcript	$50.05						
44024	James Armstrong	Case Interview	$99.56						
44025	Chenoweth Ford	Automobile Parts/Co. Garage	$222.68						
44026	Lowe's Home Center	Maintenance Supplies	$58.39						
44027	Appalachian Tire	Tire/Restock/Garage	$2,058.04						
44028	Sandy's True Value	Maintenance Keys	$7.58						
44029	Enterprise Sanitation	Waste Collection/Wallace Park	$25.33						
44030	Sandy's True Value	Supplies/Park & Rec.	$29.99						
44031	Chenoweth Ford	Automobile Parts/Co. Garage	$408.67						
44034	Advance Auto Parts	Automobile Parts/Co. Garage	$141.08						
44036	Advance Auto Parts	Automobile Parts/Co. Garage	$5.00						
44039	MCM Business Systems	Toner/Assessor's	$1,529.94						
44040	Lizards Designs	T-Shirts & Hoodies/Animal Control			$453.00				
44041	U S Cellular	Tablet & Modem Rentals	$4,478.76						
44042	State Electric	Maintenance Supplies	$29.20						
44047	Advantage Technology	PC License Renewal	$225.50						
44055	Audubon Animal Clinic	Spay/Neutering Services	$620.00						
44060	UniFirst	Carpet Runner Rental /911			$54.25				
44064	Cybernetics	Hard Drives / 911			$1,067.00				
44067	Hart Office Solutions	Copier Rental	$124.02						
44070	New Beginnings Church	Upkeep Good Hope Park	$500.00						
44071	Mon Power	GSA Building	$8,018.60						
44074	APCO International	Student Manuals / 911		$1,079.10					
44077	MCM Business Systems	Black Toner / Assessors	$371.98						
44078	Lowe's Home Center	Shop Supplies/ Garage	$52.77						

44079	Pitney Bowes	Mail Machine Lease	$2,271.84						
44080	A-1 Exterminating	Pest Control Various Charges	$173.25						
44081	Mon Power	Firefighters Training Bldg		$47.34					
44084	U S Cellular	Cellular Account/animal Control			$244.28				
44085	U S Cellular	Cellular Account	$1,133.85						
44086	R.D. Wilson	Restock Supplies	$294.20						
44087	U S Bank	Greater Harrison PSD	$34.50						
44088	Mary Robinson	Title Search	$550.00						
44089	U S Bank	Conference	$192.00						
44092	Amazon.com	Dell Monitors	$1,624.42						
County Clerk	U S Bank	Various Charges	$504.08						
County Clerk	Allegheny Systems LLC	Lektriever Maintenance Agreement	$975.00						
County Clerk	The Water Shop	Water Service	$42.00						
County Clerk	Champion Industries	Receipt Paper	$44.61						
			$61,478.80	$3,187.43	$2,898.81	$0.00	$0.00	$0.00	$144.93
					Grand Total :	$67,709.97			

6-A

Exhibit A Exonerations	Amount
RE-282 Mutafis, Steve	$14.60
PP-308 Black Dog	$6.71
PP-309 Cain, Billie Jo	$17.09
PP-310 Miller Drew L & Bianca	$91.21
PP-311 Miller Drew L & Bianca	$89.01
TOTAL:	$218.62

EXONERATIONS

RE 282

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 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MUTAFIS STEVE** whose address is, 134 WRIGHT CT CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **940** on **1 LOT PT 58 JACKSON ADDN (60 X 100)**, Class **2** in **COAL-CLARKSBURG**, 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 **940**. 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 Homestead Exemption applied, but full amount was not applied correctly. Exonerate a value of 2160 at a Class 2 levy rate to correct the overcharge. ***CANCEL TICKET***

District: **08 - COAL-CLARKSBURG**
Account No. **6106723**
Ticket No. **27110**
Tax Year **2022**

Amount Exonerated: $ 14.60

_____ PRESENT:

Prosecuting Attorney

(or)

_____

PRESENT: Tax Commissioner

_____ _____

ATTEST: County Clerk APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

PP308

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BLACKDOG WV LLC DBA BLACKSHEEP IMAGES/** whose address is, 8120 HAZELWOOD AVE STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **218** on **INVENTORY**, Class **3/4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **218**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error was assessed for the 2021 tax year, the business colsed February 2020. Cancel this ticket and mark improper for the 2021 tax year.

District: **02 - CLARK-STONEWOOD**
Account No. **3069303**
Ticket No. **901676**
Tax Year **2021**

Amount Exonerated: $6.71

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

PP 309

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CAIN BILLIE JO** whose address is, 112 SUMMIT CT CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2310** on **2002 Chevy Malibu**, Class **3/4** in **COAL-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **1755**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **555**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2002 Chevy, the vehicle was junked in 2014. Exonerate a value of 555 at a class 4 rate of levy to correct the overcharge. Please remove the 02 Chev Mali (555) from the vehicle description.

District: **08 - COAL-CLARKSBURG**
Account No. **3044198**
Ticket No. **911448**
Tax Year **2021**

Amount Exonerated: $17.09

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

PP 310

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MILLER DREW L & BIANCA** whose address is, 149 FANCHER DR SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **13763** on **1978 Mobile Home**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **9893**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **3870**. 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 taxpayer in error has been assessed for a Mobile Home which was junked. Exonerate a value of 3870 at a class 3 rate of levy to correct the overcharge. Please remove the 78 1470 Winds (3870) from the vehicle description.

District: **05 - CLAY-OUTSIDE**
Account No. **3045090**
Ticket No. **507593**
Tax Year **2022**

Amount Exonerated: $91.21

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk Joseph A Romano

ASSESSOR

PP311

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MILLER DREW L & BIANCA** whose address is, 149 FANCHER DR SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4396** on **1978 Mobile Home**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **574**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **3822**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2021**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error has been assessed for a Mobile Home which was junked. Exonerate a value of 3822 at a class 3 rate of levy to correct the overcharge. Please remove the 78 1470 Winds (3822) from the vehicle description.

District: **05 - CLAY-OUTSIDE**
Account No. **3045090**
Ticket No. **907510**
Tax Year **2021**

Amount Exonerated: $89.01

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

6-B

Corrective Tickets 04-05-2023	Amount
RE-255 Shiffra, Donna Oldaker	$739.56
TOTAL :	$739.56

CORRECTIVE TICKET

RE255

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 17th day of May, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **SHIFFRA DONNA OLDAKER** whose address is, 3583 JOSEPH ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **62760** on **3.62 AC WEST FORK**, Class **2** 3/4 in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **42760**, 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 had a County Court Split that was deleted & so was the Homestead Exemption in error. Create a ticket value of 42760 (L-17340 B-45420 H/E-20000) at a Class 2 rate of levy to propertyl assess and allow discounts/half year payments as afforded all taxpayers. ***REMOVE (SPLIT FOR TAXES) FROM LEGAL***

District **07 - COAL-OUTSIDE**
Account No. **6257356**
Ticket No. **23566**
Tax Year **2022**

Amount Exonerated: **$739.56**
Corrected Ticket Amount: **$ 503.88**
TIF: #

_____ PRESENT:
Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

ASSESSOR
_____

7-A

REQUISITION FOR PAYMENT FROM SERIES 2021 B BONDS PROJECT FUND

$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. 4

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"), and High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2021 B Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2021 B Bonds"), dated as of May 25, 2021 (the "Indenture") between the Issuer and United Bank, Inc., as trustee thereunder (the "Trustee") and a Development Agreement (the "Development Agreement), dated May 25, 2021, by and 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 Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of the Project authorized for funding under the Indenture and Development Agreement; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the Phase II TIF Project which have been incurred and remain unpaid; and (c) is an authorized expenditure under Amended Project Plan No. 2 for the TIF District and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $ 447,144.46 As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $ 447,144.46 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 Issuer or the Developer; and

(b) $0 is to be paid to a third party payee that is not affiliated with the Issuer or the Developer (including any mortgagee or trust deed beneficiary, contractor or supplier of materials) or on a joint basis to the Issuer or the Developer and such a third party payee with respect to an expense previously incurred.

4. The Trustee is directed to forward this Requisition to the Series B Purchaser and, upon receipt of requested funds from the Series B Purchaser and the deposit of such funds by the Trustee into the Series 2021 B Bonds Project Fund to thereafter disburse from the Series 2021 B Bonds Project Fund to the parties and in the amounts indicated in this Requisition.

In either event, 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 and by the Developer by their duly Authorized Officers this 17th of May, 2023.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

HIGH TECH CORRIDOR DEVELOPMENT, LLC as Developer

By: _____
Its Manager

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

H. WOOD THRASHER, MANAGER, as Resident Project Representative for the Phase II TIF Project, hereby certifies that the portion of the Phase II TIF Project 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 Issuer and the Developer.

H. WOOD THRASHER

RESIDENT PROJECT REPRESENTATIVE

By:

Name: H. WOOD THRASHER

Title: MANAGER

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $ 447,144.46

(2) Reimbursement to the Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.				
2.		SEE ATTACHED SCHEDULE		
3.				
TOTAL				$ 447,144.46

(3) Payment to third party payees:

	Vendor	Description of Expense	Amount	Payee Name(s)/ Address(es)
1.				
2.		NONE		
3.				
TOTAL			$ 0	

The items listed for reimbursement to the Developer or the Issuer or payment to third party payees are supported by attached copies of invoices or statements.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

High Tech Corridor Development, LLC
Developer Reimbursements
Schedule I
Payment Application 4

Vendor	Description	Date of Payment	Amount	
The Thrasher Group	Administration, Inspection and Materials Progress Billing-Invoice 1027827	5/2/2023	73,502.50	Paid by Clear Mt ck 2990
The Thrasher Group	Mitigation - Invoice 1026104	4/20/2023	5,250.22	Paid by Clear Mt ck 2962
The Thrasher Group	Mitigation - Invoice 1026779	4/20/2023	3,862.19	Paid by Clear Mt ck 2963
Henderson Brothers	WV DEP Bond Renewal 3/20/23-3/20/24 - Invoice 21757	4/4/2023	5,772.00	Paid by High Tech ck 4137
Doss Enterprises	Pay App 3	4/20/2023	358,757.55	Paid by Clear Mt ck 2961
			$ 447,144.46	

THRASHER

ARCHITECTURE | ENGINEERING | FIELD SERVICES

The Thrasher Group Inc.
600 White Oaks Blvd
Bridgeport, WV 26330

HIGH TECH CORRIDOR DEVELOPMENT LLC
P.O. BOX 940
BRIDGEPORT, WV 26302-1532

April 28, 2023
Project No: T30-11114.00
Invoice No: **1027827**

Invoice Total **$73,502.50**

Project T30-11114.00 White Oaks Phase II-A

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Site Design	95,000.00	100.00	95,000.00	61,000.00	34,000.00
Bidding	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction Administration	12,000.00	90.00	10,800.00	3,600.00	7,200.00
Geotechnical Investigation	9,000.00	100.00	9,000.00	9,000.00	0.00
Inspection and Materials Testing	102,000.00	63.4827	64,752.35	32,449.85	32,302.50
Total Fee	228,000.00		189,552.35	116,049.85	73,502.50
	Total Fee				**73,502.50**
			Total this Phase		**$73,502.50**
			Total this Invoice		**$73,502.50**

Project Manager RICHARD HOVATTER

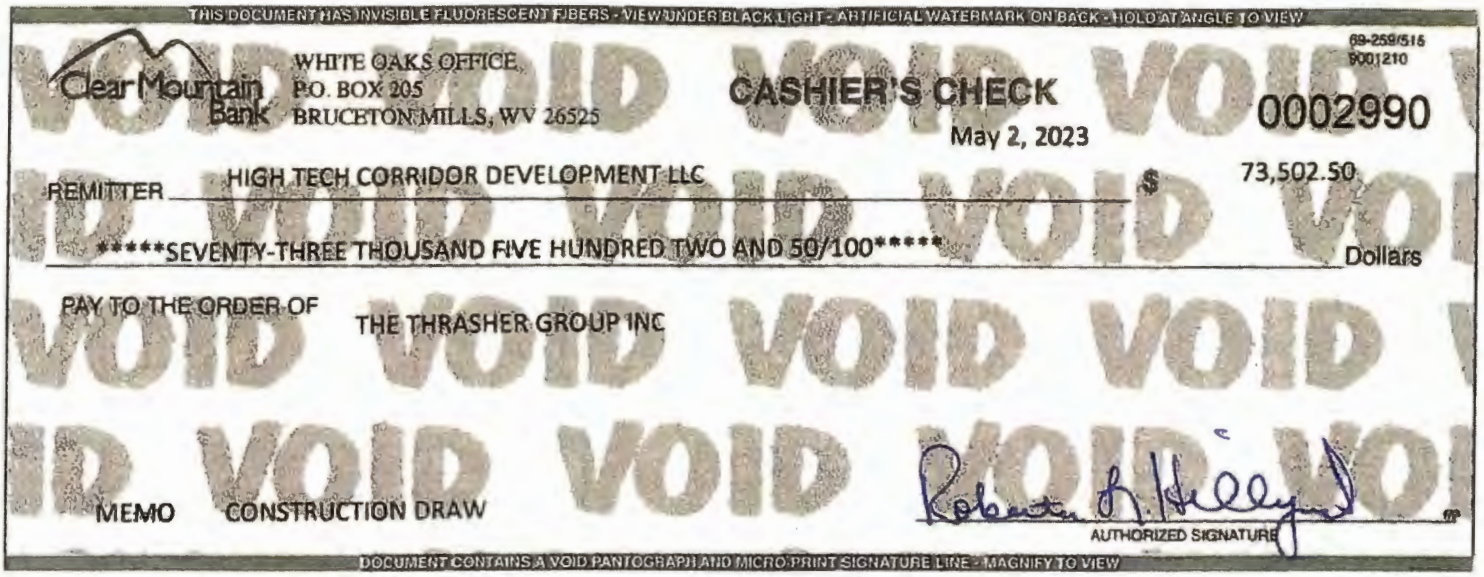
Billing Backup

The Thrasher Group Inc.

Project T30-11114.00 White Oaks Phase II-A

Phase 403 Inspection and Material Testing

Professional Personnel		Hours	Rate		
TALLMAN, CHRISTIAN	3/6/2023	11.00	80.00	880.00	
TALLMAN, CHRISTIAN	3/7/2023	12.00	80.00	960.00	
WOODALL, MIKL	3/7/2023	3.00	172.50	517.50	
TALLMAN, CHRISTIAN	3/8/2023	12.00	80.00	960.00	
TALLMAN, CHRISTIAN	3/9/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/10/2023	2.00	80.00	160.00	
WOODALL, MIKL	3/10/2023	3.00	172.50	517.50	
TALLMAN, CHRISTIAN	3/13/2023	2.00	80.00	160.00	
TALLMAN, CHRISTIAN	3/14/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/15/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/16/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/17/2023	3.50	80.00	280.00	
TALLMAN, CHRISTIAN	3/20/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/21/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/22/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/23/2023	12.00	80.00	960.00	
TALLMAN, CHRISTIAN	3/24/2023	3.00	80.00	240.00	
TALLMAN, CHRISTIAN	3/27/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/28/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/29/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/30/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	3/31/2023	11.00	80.00	880.00	
TALLMAN, CHRISTIAN	4/3/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	4/4/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	4/5/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	4/6/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	4/7/2023	10.00	80.00	800.00	
TALLMAN, CHRISTIAN	4/10/2023	11.50	80.00	920.00	
WOODALL, MIKL	4/10/2023	2.00	172.50	345.00	
TALLMAN, CHRISTIAN	4/11/2023	11.50	80.00	920.00	
TALLMAN, CHRISTIAN	4/12/2023	10.00	80.00	800.00	
WOODALL, MIKL	4/12/2023	2.00	172.50	345.00	
TALLMAN, CHRISTIAN	4/13/2023	11.00	80.00	880.00	
WOODALL, MIKL	4/13/2023	3.00	172.50	517.50	
TALLMAN, CHRISTIAN	4/14/2023	11.00	80.00	880.00	
TALLMAN, CHRISTIAN	4/17/2023	10.50	80.00	840.00	
WOODALL, MIKL	4/17/2023	3.00	172.50	517.50	
TALLMAN, CHRISTIAN	4/18/2023	10.50	80.00	840.00	
TALLMAN, CHRISTIAN	4/19/2023	10.50	80.00	840.00	
WOODALL, MIKL	4/19/2023	5.00	172.50	862.50	
TALLMAN, CHRISTIAN	4/20/2023	10.50	80.00	840.00	
TALLMAN, CHRISTIAN	4/21/2023	10.50	80.00	840.00	
Totals		379.50		32,302.50	
Total Labor					**32,302.50**
				Total this Phase	**$32,302.50**



0002990

May 2, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC 73,502.50

*****SEVENTY-THREE THOUSAND FIVE HUNDRED TWO AND 50/100*****

THE THRASHER GROUP INC

MEMO CONSTRUCTION DRAW

THRASHER

ARCHITECTURE | ENGINEERING | FIELD SERVICES

The Thrasher Group Inc.
600 White Oaks Blvd
Bridgeport, WV 26330

HIGH TECH CORRIDOR DEVELOPMENT LLC
P.O. BOX 940
BRIDGEPORT, WV 26330

December 15, 2022
Project No: 030-03078.11
Invoice No: 1026104

Invoice Total **$5,250.22**

Project 030-03078.11 HIGH TECH/PERMITTING

MITIGATION WORK

"ALL TIF"

Phase	403	Mitigation Reporting		
Professional Personnel				**5,031.47**
Consultants				
DIRECT BILLABLE OC CONSULTANTS				
11/30/2022	FIELD ENVIRONMENTAL INSTRUMENTS. INC		218.75	
	Total Consultants		**218.75**	**218.75**
		Total this Phase		**$5,250.22**
		Total this Invoice		**$5,250.22**

Project Manager HENRY THRASHER

Billing Backup

Tuesday, March 28, 2023

The Thrasher Group Inc. Invoice 1026104 Dated 12/15/2022 3:02:41 PM

Project 030-03078.11 HIGH TECH/PERMITTING

Phase 403 Mitigation Reporting

Professional Personnel

		Hours	Rate	Amount	
19 - BRADY, DANIEL	11/17/2022	8.00	79.35	634.80	
19 - BRADY, DANIEL	11/18/2022	8.00	79.35	634.80	
20 - GARLOW, EMILY	10/12/2022	1.50	58.65	87.98	
20 - LYNN, COREY	10/11/2022	.50	77.46	38.73	
67 - PANASIK, GINA	10/24/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	10/31/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	11/2/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	11/10/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	11/17/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	11/22/2022	1.50	127.82	191.73	
67 - PANASIK, GINA	11/23/2022	2.00	127.82	255.64	
18 - STOLARSKI, ADRIANNA	10/11/2022	6.00	93.15	558.90	
18 - STOLARSKI, ADRIANNA	10/12/2022	3.00	93.15	279.45	
18 - STOLARSKI, ADRIANNA	10/24/2022	4.00	93.15	372.60	
18 - STOLARSKI, ADRIANNA	10/25/2022	4.00	93.15	372.60	
18 - STOLARSKI, ADRIANNA	10/27/2022	.50	93.15	46.58	
18 - STOLARSKI, ADRIANNA	11/18/2022	.50	93.15	46.58	
18 - STOLARSKI, ADRIANNA	11/21/2022	1.00	93.15	93.15	
18 - STOLARSKI, ADRIANNA	11/28/2022	1.50	93.15	139.73	
Totals		52.00		5,031.47	
Total Labor					**5,031.47**

Consultants

DIRECT BILLABLE OC CONSULTANTS

AP 1005475	11/30/2022	FIELD ENVIRONMENTAL INSTRUMENTS, INC	218.75	
Total Consultants			**218.75**	**218.75**
		Total this Phase		**$5,250.22**
		Total this Project		**$5,250.22**
		Total this Report		**$5,250.22**

FIELD ENVIRONMENTAL INSTRUMENTS, INC.
Voice: (412) 436-2600
Fax: (412) 436-2610

Field Environmental Instruments, Inc.

301 Brushton Avenue Suite A
Pittsburgh, PA 15221

Invoice Number:	Invoice Date:
PS-INV2212413	8/2/2022
Customer ID#	**Project / PO#**
MC0341	T70-11106

Bill-to:

Thrasher Group Inc
600 White Oaks Boulevard
P.O. Box 940
Bridgeport, WV 26330-4650
USA
accountspayable@thethrashergroup.com

Ship-to:

Thrasher Group Inc - Bridgeport WV
Jordan Wilcox
600 WHITE OAKS BLVD
P.O. Box 940
BRIDGEPORT, WV 26330-4650
USA

Ship Date	Return Date
7/15/2022	
Rental Period From	**Rental Period To**
7/19/2022	7/25/2022

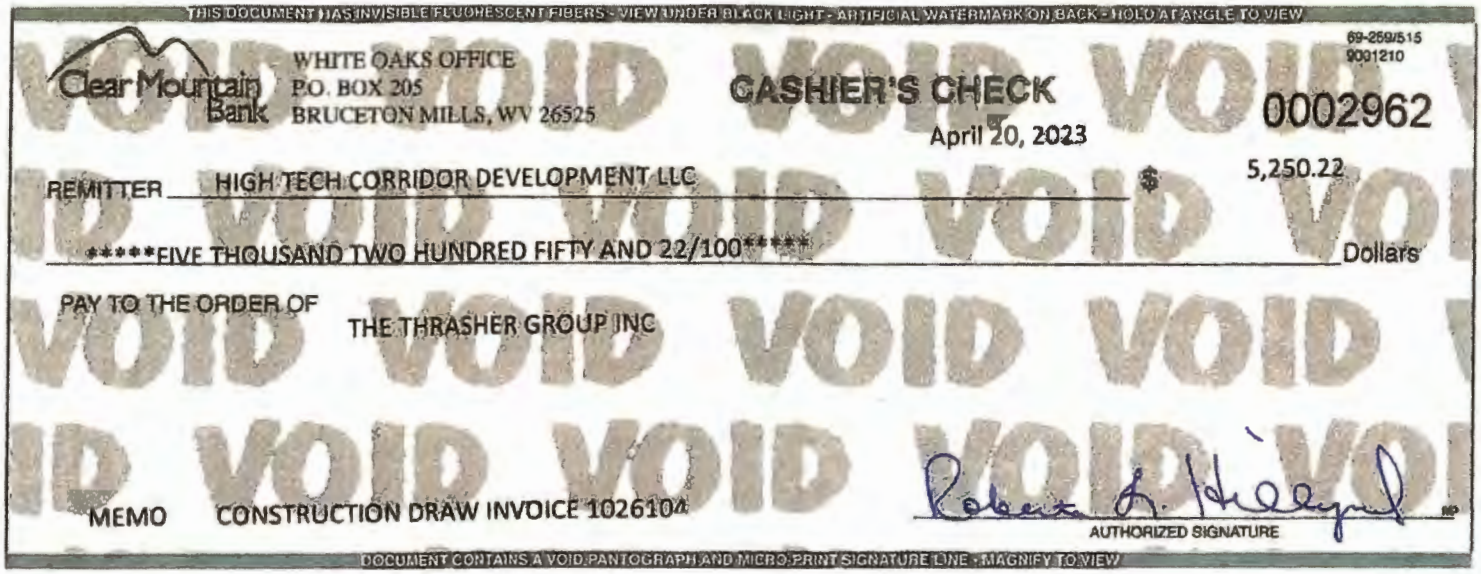
Due Date 9/1/2022
Terms Net 30 days

Order #	Order Date	Ordered By	SalesPerson		Shipment Tracking IDs
491444.1	8/2/2022	Jordan Wilcox	Ray Foerster		571506797228,571506797240

Item#	Description	Inv. Qty	UOM	Billing Rate	Total Price
016944	Hanna - 98194 (pH/ORP/EC/TDS/R/S/DO/ATM Pressure/T) w/ 4m Cable - Rental No FTC	1	Weekly	218.75	218.75
006393	Hanna - Turbidity Meter (EPA Compliant) - Rental or similar	1	Weekly	119.00	119.00
018372	Heron - Water Level Meter w/ Detachable Probe - DT 200' - Rental Switched to 200' due to availability - TB	1	Weekly	70.00	70.00
014947	Bailer - All Stock - Poly Wt 1.5" x 3' Each	5	Each	6.25	31.25
000038	Filter - 0.45 Micron QuickFilter (Qty 1-25) #QF045 - Sale	15	Each	19.95	299.25
000992	Transfer Vessel Poly w/ 1/4" Barb Tips (Each) #3495 - Sale	15	Each	9.00	135.00

Amount Subject to Sales Tax USD	0.00
Amount Exempt from Sales Tax	873.25

Subtotal:	**873.25**
Total Sales Tax:	0.00
Total USD:	**873.25**



0002962

April 20, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC 5,250.22

*****FIVE THOUSAND TWO HUNDRED FIFTY AND 22/100*****

THE THRASHER GROUP INC

MEMO CONSTRUCTION DRAW INVOICE 1026104

THRASHER

ARCHITECTURE | ENGINEERING | FIELD SERVICES

The Thrasher Group Inc.
600 White Oaks Blvd
Bridgeport, WV 26330

HIGH TECH CORRIDOR DEVELOPMENT LLC
P.O. BOX 940
BRIDGEPORT, WV 26330

February 6, 2023
Project No: 030-03078.11
Invoice No: 1026779

Invoice Total **$3,862.19**

Project 030-03078.11 HIGH TECH/PERMITTING

MITIGATION WORK

"ALL TIF"

Phase	403	Mitigation Reporting		
Professional Personnel				**3,757.81**
Reimbursable Expenses				
DIRECT BILLABLE TRAVEL				
12/5/2022	PANASIK, GINA		104.38	
	Total Reimbursables		**104.38**	**104.38**
		Total this Phase		**$3,862.19**
		Total this Invoice		**$3,862.19**

Project Manager HENRY THRASHER

Billing Backup

Monday, February 6, 2023

The Thrasher Group Inc. Invoice 1026779 Dated 2/6/2023 3:41:12 PM

Project 030-03078.11 HIGH TECH/PERMITTING

Phase 403 Mitigation Reporting

Professional Personnel

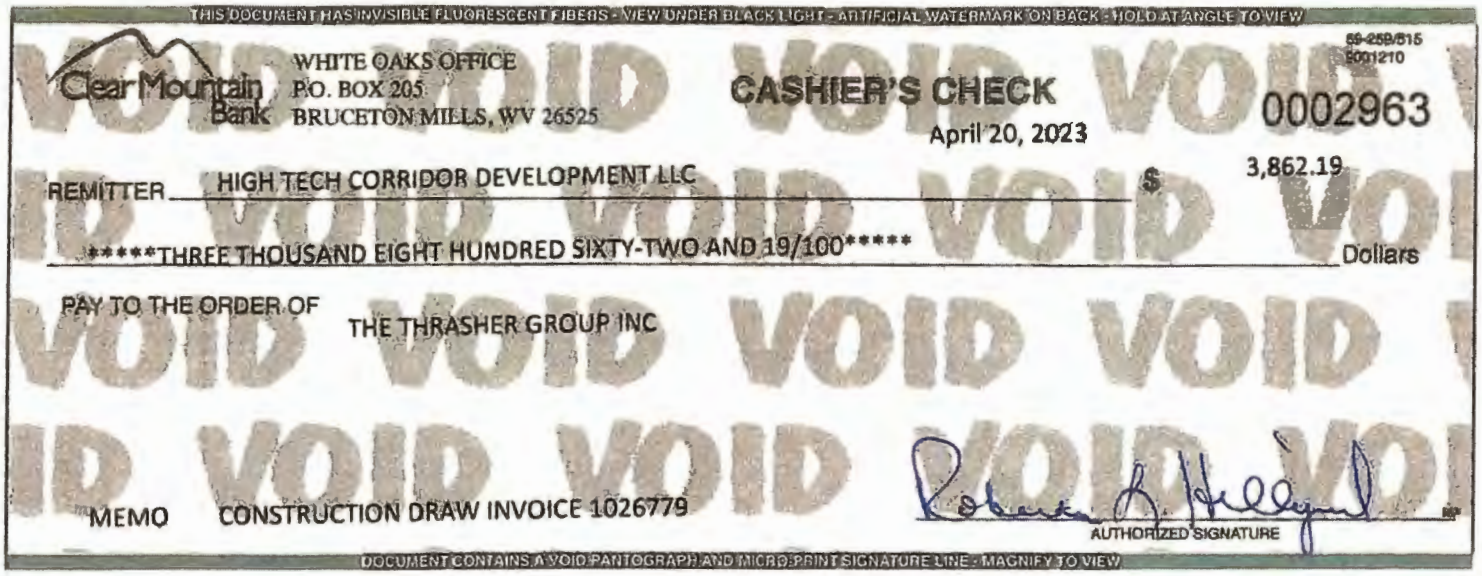
		Hours	Rate	Amount	
67 - PANASIK, GINA	12/5/2022	8.00	127.82	1,022.56	
67 - PANASIK, GINA	12/14/2022	.25	127.82	31.96	
67 - PANASIK, GINA	12/19/2022	2.25	127.82	287.60	
67 - PANASIK, GINA	12/22/2022	2.00	127.82	255.64	
67 - PANASIK, GINA	1/9/2023	2.00	127.82	255.64	
18 - STOLARSKI, ADRIANNA	12/5/2022	5.50	93.15	512.33	
18 - STOLARSKI, ADRIANNA	12/7/2022	1.00	93.15	93.15	
18 - STOLARSKI, ADRIANNA	12/9/2022	2.00	93.15	186.30	
17 - STOLARSKI, ADRIANNA	12/15/2022	2.00	103.50	207.00	
17 - STOLARSKI, ADRIANNA	12/28/2022	.25	103.50	25.88	
17 - STOLARSKI, ADRIANNA	1/10/2023	2.00	103.50	207.00	
17 - STOLARSKI, ADRIANNA	1/11/2023	2.00	103.50	207.00	
17 - STOLARSKI, ADRIANNA	1/12/2023	2.00	103.50	207.00	
17 - STOLARSKI, ADRIANNA	1/13/2023	2.50	103.50	258.75	
Totals		33.75		3,757.81	
Total Labor					**3,757.81**

Reimbursable Expenses

DIRECT BILLABLE TRAVEL

EX 0011240	12/5/2022	PANASIK, GINA / travel to and from bridgeport	104.38	
Total Reimbursables			**104.38**	**104.38**

Total this Phase	**$3,862.19**
Total this Project	**$3,862.19**
Total this Report	**$3,862.19**



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April 20, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC 3,862.19

*****THREE THOUSAND EIGHT HUNDRED SIXTY-TWO AND 19/100*****

THE THRASHER GROUP INC

MEMO CONSTRUCTION DRAW INVOICE 1026779

Henderson Brothers Inc

920 Ft. Duquesne Blvd.
Pittsburgh, PA 15222
Phone: (412) 261-1842
Fax: (412) 261-4149
Email: mailroom@hendersonbrothers.com

Invoice # 21757 Page 1 of 1

Account Number	Date
HIGHTEC-01	3/10/2023
BALANCE DUE ON	Operator
4/19/2023	HMHELBLING
AMOUNT PAID	Amount Due
	$5,772.00

High Tech Corridor Development

P.O. Box 940
Bridgeport, WV 26330

Bond PolicyNumber: 106081974 Effective: 3/20/2023 to 3/20/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
493620	3/20/2023	4/19/2023	BOND	23-24 Mitigation Bond #106081974	$5,772.00
	Obligee: WV Dept. of Environmental Protection Bond Amount: $384,800				
				Total Invoice Balance:	**$5,772.00**

Please make all checks payable to Henderson Brothers, Inc. Please send checks to: 920 Ft. Duquesne Blvd., Pittsburgh, PA 15222. If you prefer to pay electronically, via ACH, please contact Anastasia Bamlett at 412-261-1842 ext 232 or acbamlett@HB1893.com

HIGHTEC-01
21759

4137

High Tech Corridor Development, LLC
PO Box 940
Bridgeport, WV 26330
304-624-4108

Clear Mountain Bank
69-259/515

4/4/2023

PAY TO THE ORDER OF HENDERSON BROTHERS, INC. $ **5,772.00

Five Thousand Seven Hundred Seventy-Two and 00/100********** DOLLARS

HENDERSON BROTHERS, INC.
920 FORT DUQUESNE BLVD
PITTSBURGH, PA 15222

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

For Deposit only to
Account 1015579558
Cust: Henderson Brothers
Loc: Headquarters
Seq: 3
Dep: 005876
Location Code:

2023-04-12

ENDORSE HERE

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

IF DISHONOURED RETURN TO:
0319-0005
Date: 2023-04-11

FEDERAL RESERVE BOARD OF GOVERNORS REG CC

This security features listed below, as well those not listed, exceed industry guidelines.

Results of document alteration:
MP Small type in line appears as dotted line when photocopied
Stains or spots may appear from chemical alteration
Absence of "Original Document" verbiage on back of check

Contractor's Application for Payment

Owner:	High Tech Corridor Development, LLC	**Owner's Project No.:**	
Engineer:	The Thrasher Group, Inc.	**Engineer's Project No.:**	T30-11114
Contractor:	Doss Enterprises LC	**Contractor's Project No.:**	7000-00223
Project:	White Oaks Phase II A		
Contract:	White Oaks Business Park Phase II A		
Application No.:	003	**Application Date:**	3/23/2023
Application Period:	From 3/1/2023	to	3/31/2023

1. Original Contract Price	$	2,851,782.70
2. Net change by Change Orders	$	-
3. Current Contract Price (Line 1 + Line 2)	$	2,851,782.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	1,302,679.00
5. Retainage		
a. 10% X $ 1,302,679.00 Work Completed	$	130,267.90
b. 10% X $ 42,157.50 Stored Materials	$	4,215.75
c. Total Retainage (Line 5.a + Line 5.b)	$	134,483.65
6. Amount eligible to date (Line 4 - Line 5.c)	$	1,168,195.35
7. Less previous payments (Line 6 from prior application)	$	809,437.80
8. Amount due this application	$	358,757.55
9. Balance to finish, including retainage (Line 3 - Line 4)	$	1,549,103.70

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: Doss Enterprises, LC

Signature: _____ **Date:** 3/23/2023

Recommended by Engineer	**Approved by Owner**
By:	**By:**
Title: Project Manager	**Title:** Manager
Date: 4/14/23	**Date:** 4/19/23
Approved by Funding Agency	
By:	**By:**
Title:	**Title:**
Date:	**Date:**

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	High Tech Corridor Development, LLC	**Owner's Project No.:**	
Engineer:	The Thrasher Group, Inc.	**Engineer's Project No.:**	T30-11114
Contractor:	Doss Enterprises LC	**Contractor's Project No.:**	7000-00223
Project:	White Oaks Phase II A		
Contract:	White Oaks Business Park Phase II A		

Application No.: 3 **Application Period:** From 03/01/23 to 03/31/23 **Application Date:** 03/23/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Change Orders										
1	20221223 - Revised Qty.'s (Contract sum already accounts for decreased qty.'s)	1.00	LS	(283,898.90)	-		-		-		-
					-		-		-		-
					-		-		-		-
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				Change Order Totals	$ -		$ -	$ -	$ -		$ -
	Original Contract and Change Orders										
				Project Totals	$ 2,858,782.70		$ 1,260,521.50	$ 42,157.50	$ 1,302,679.00	46%	$ 1,549,103.70

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	High Tech Corridor Development, LLC
Engineer:	The Thrasher Group, Inc.
Contractor:	Doss Enterprises LC
Project:	White Oaks Phase II A
Contract:	White Oaks Business Park Phase II A

Owner's Project No.:	
Engineer's Project No.:	T30-11114
Contractor's Project No.:	7000-00223

Application No.: 3 **Application Period:** From 03/01/23 to 03/31/23 **Application Date:** 03/23/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
41	8" SDR 35 Gravity Sewer Pipe	650.00	LF	26.90	17,485.00		-		-	0%	17,485.00
42	Sanitary Sewer Tie-in, Complete	2.00	EA	460.00	920.00		-		-	0%	920.00
43	Concrete Sewer Pipe Anchors	18.00	EA	1,250.00	22,500.00		-		-	0%	22,500.00
47	Electric Duct Bank	260.00	LF	30.00	7,800.00		-		-	0%	7,800.00
48	Switch Gear Manhole Box Installation	2.00	EA	6,000.00	12,000.00		-		-	0%	12,000.00
49	Waterline Tie-in/Hot Tap, Complete	1.00	EA	4,300.00	4,300.00		-		-	0%	4,300.00
50	8" PVC C-900 DR-14 Waterline	300.00	LF	53.00	15,900.00		-		-	0%	15,900.00
51	8"x8"x8" Waterline Tee w/ Thrust Block	1.00	EA	2,500.00	2,500.00		-		-	0%	2,500.00
52	8" Water Gate Valve and Cap	1.00	EA	3,000.00	3,000.00		-			0%	3,000.00
53	Fire Hydrant Assembly, Complete	1.00	EA	6,500.00	6,500.00		-			0%	6,500.00
54	6" Steel Casing	90.00	LF	72.00	6,480.00		-			0%	6,480.00
55	16" Steel Casing	30.00	LF	150.00	4,500.00		-			0%	4,500.00
				Original Contract Totals	$ 2,851,782.70		$ 1,260,521.58	$ 42,157.50	$ 1,302,679.08	46%	$ 1,549,103.78

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	High Tech Corridor Development, LLC
Engineer:	The Thrasher Group, Inc.
Contractor:	Doss Enterprises LC
Project:	White Oaks Phase II A
Contract:	White Oaks Business Park Phase II A

Owner's Project No.:
Engineer's Project No.: T30-11114
Contractor's Project No.: 7000-00223

Application No.: 3 Application Period: From 03/01/23 to 03/31/23 Application Date: 03/23/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract										
1	Site Cleaning	1.00	LS	23,000.00	23,000.00	1.00	23,000.00		23,000.00	100%	-
2	Mobilization/Demobilization	1.00	LS	309,000.00	309,000.00	0.50	154,500.00		154,500.00	50%	154,500.00
3	Demolition and Traffic Control	1.00	LS	27,000.00	27,000.00	0.50	13,500.00		13,500.00	50%	13,500.00
4	Earth Moving	323,000.00	CY	4.50	1,453,500.00	138,019.00	621,085.50		621,085.50	43%	832,414.50
5	Rock Core Drain (5'x5') - On Site Material	680.00	LF	7.50	5,100.00		-		-	0%	5,100.00
6	Rock Core Drain (5'x5') - Import Material	680.00	LF	47.00	31,960.00	680.00	31,960.00		31,960.00	100%	-
7	Toe-Key Bench	1,200.00	LF	146.00	175,200.00	1,200.00	175,200.00		175,200.00	100%	-
8	Pond Over Excavation	4,500.00	CY	5.30	23,850.00	4,500.00	23,850.00		23,850.00	100%	-
9	Pond Backfill Rock - On Site Material	4,500.00	CY	4.50	20,250.00		-		-	0%	20,250.00
10	Pond Backfill Rock - Import Material	4,500.00	CY	40.00	180,000.00	4,500.00	180,000.00		180,000.00	100%	-
11	Stabilized Construction Entrance	3.00	EA	1,700.00	5,100.00	2.00	3,400.00		3,400.00	67%	1,700.00
12	Priority 1 Silt Fence	3,055.00	LF	3.60	10,998.00	3,055.00	10,998.00		10,998.00	100%	
14	Compost Filter Sock Inlet Protection	180.00	LF	12.00	2,160.00	180.00	2,160.00		2,160.00	100%	-
15	Sediment Trap	2.00	EA	7,000.00	14,000.00	1.00	7,000.00		7,000.00	50%	7,000.00
16	Existing Pond Dewatering	1.00	LS	4,040.00	4,040.00	1.00	4,040.00		4,040.00	100%	-
17	Rock Lined Sump (3'x3'x3')	6.00	EA	1,260.00	7,560.00	6.00	7,560.00		7,560.00	100%	-
18	Vegetated Pad Ditch	4,420.00	LF	5.00	22,100.00		-		-	0%	22,100.00
18A	Rock Lined Ditch, (9" of D50)	60.00	LF	37.80	2,268.00	60.00	2,268.00		2,268.00	100%	-
19	Pipe Slope Drain	3.00	EA	4,000.00	12,000.00		-		-	0%	12,000.00
20	Rip Rap Energy Dissipator	5.00	EA	1,000.00	5,000.00		-		-	0%	5,000.00
21	Stormwater Basin	1.00	EA	10,500.00	10,500.00		-		-	0%	10,500.00
22	Seed and Mulch	31.00	AC	2,600.00	80,600.00		-		-	0%	80,600.00
23	Fabric for Separation	2,050.00	SY	1.45	2,972.50		-		-	0%	2,972.50
24	Subgrade	230.00	CY	46.00	10,580.00		-		-	0%	10,580.00
25	Milling of Existing Pavement	476.00	SF	2.20	1,047.20		-		-	0%	1,047.20
26	Bituminous Tack Coat Material	100.00	GAL	11.10	1,110.00		-		-	0%	1,110.00
27	Aggregate Base Course, Class 1	130.00	CY	29.00	3,770.00		-		-	0%	3,770.00
28	Aggregate Base Course, Class 10 (Shoulder)	30.00	CY	103.00	3,090.00		-		-	0%	3,090.00
29	3" Crusher Run	360.00	CY	35.70	12,852.00		-		-	0%	12,852.00
30	Marshall Hot-Mix Asphalt Skid Resistant, Type I	280.00	TN	127.00	35,560.00		-		-	0%	35,560.00
31	Marshall Hot-Mix Asphalt Base Course, Type I	280.00	TN	118.00	33,040.00		-		-	0%	33,040.00
32	Marshall Hot-Mix Asphalt Base Course, Type II	90.00	TN	128.00	11,520.00		-		-	0%	11,520.00
33	Concrete Curb and Gutter	100.00	LF	250.00	25,000.00		-		-	0%	25,000.00
34	Concrete Manhole (4' Diameter)	10.00	EA	4,600.00	46,000.00		-		-	0%	46,000.00
34A	Concrete Manhole (4' Diameter with 3'x3' Grate)	1.00	EA	4,700.00	4,700.00				-	0%	4,700.00
35	Concrete Inlet (WVDOH Type G)	10.00	EA	4,500.00	45,000.00		-		-	0%	45,000.00
36	Underdrains	100.00	LF	32.00	3,200.00		-		-	0%	3,200.00
37	18" HDPE Culvert	70.00	LF	36.00	2,520.00			907.00	907.00	36%	1,613.00
38	24" HDPE Stormwater Pipe	1,840.00	LF	41.00	75,440.00			41,250.50	41,250.50	55%	34,189.50
39	Concrete Stormwater Pipe Anchors	7.00	EA	330.00	2,310.00		-		-	0%	2,310.00
40	Light Pole Relocation	1.00	EA	3,000.00	3,000.00		-			0%	3,000.00

EJCDC C-620 Contractor's Application for Payment
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ABNORMAL WEATHER CONDITIONS
(MONTHLY CALCULATION SHEET)

This Monthly Calculation Sheet shall be completed and provided by the General Contractor with each Periodic Pay Estimate, regardless of whether a claim for additional contract time due to "Abnormal Weather Conditions" is made or not.

PERIODIC PAY ESTIMATE DATES From March 1, 2023
Through March 31, 2023

Claims for "Abnormal Weather Condition" days must meet the following requirements:

1. Claims shall be consistent with the definition of the term "Abnormal Weather Conditions" as defined in Supplemental Conditions Article SC-1.01.A.49.

2. Claims shall be consistent with the definition of the term "Day" as defined in General Conditions Article 1.02.C.1; furthermore, a claim for a "Day" shall be further defined as a day in which no work was conducted in that specific twenty-four (24) hour period by either the General Contractor or any of the General Contractor's Sub-Contractors.

NUMBER OF DAYS CLAIMED 6

Anticipated allowable days due to "Abnormal Weather Conditions" have been determined by climatology data in and around the project area and previous projects constructed in the project area.

ANTICIPATED ALLOWABLE DAYS 4

The total number of days being claimed by the General Contractor shall be the number of days claimed minus the number of anticipated allowable days. There will not be a decrease in contract construction time if the General Contractor loses less than the anticipated allowable days of work per month.

TOTAL NUMBER OF DAYS REQUESTED 2

APPROVAL SIGNATURES:

OWNER: _____

CONTRACTOR: _____

ENGINEER: _____

FUNDING AGENCY: _____

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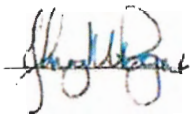
PARTIAL CONDITIONAL WAIVER AND RELEASE OF LIEN

Upon receipt by the undersigned of a check from High Tech Corridor Development, LLC in the sum of Three Hundred Fifty-Eight Thousand Seven Hundred Fifty-Seven Dollars and 00/55 ($358,757.55) payable to Doss Enterprises, LC. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of White Oaks, Phase II A located at White Oaks Boulevard, Bridgeport, WV to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to High Tech Corridor Development, LLC through March 31, 2023 Pay Application 003 only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon recission, abandonment, or breach of the contract or the right of the undersigned to recover equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date: April 3, 2023

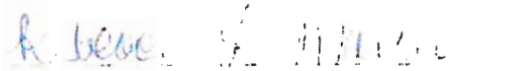
Company: Doss Enterprises, LC

Signature: 

State of: West Virginia
County of: Lewis



Subscribed and sworn to before me, this 3rd day of April 2023

Signature: 

Notary Public Name: Rebecca L Martin

My Commission Expires: March 8

Project: White Oaks, Phase II A
PM: Johnny Payne
Engineer: Thrasher Engineering - RJ Novotar
Date: 4/3/23

RFI LOG

RFI Number	Status	Request Description	Priority	Requested By	Assigned To	Date Requested	Date Required	Date Responded	Notes
001	Open	MH 2-1	Medium	Johnny Payne	RJ Novotar	1/18/2023		2/2/2023	As designed 48" MH cannot accommodate 3-24" plans
002	Closed	Pad 2 Top Bar Outlets	High	Johnny Payne	RJ Novotar	1/18/2023		Closed	TR outlets conflict w/ existing Force Main - plans engineered
003	Open	Fire Hydrant Drop Discrepancy	Low	Johnny Payne	RJ Novotar	1/23/2023			Fill to elevation as needed per RM
004	Closed	Rock core drain Bedding and backfill	Medium	Johnny Payne	RJ Novotar	1/24/2023		Closed	Removed from project
									MW pipe LD direction in field

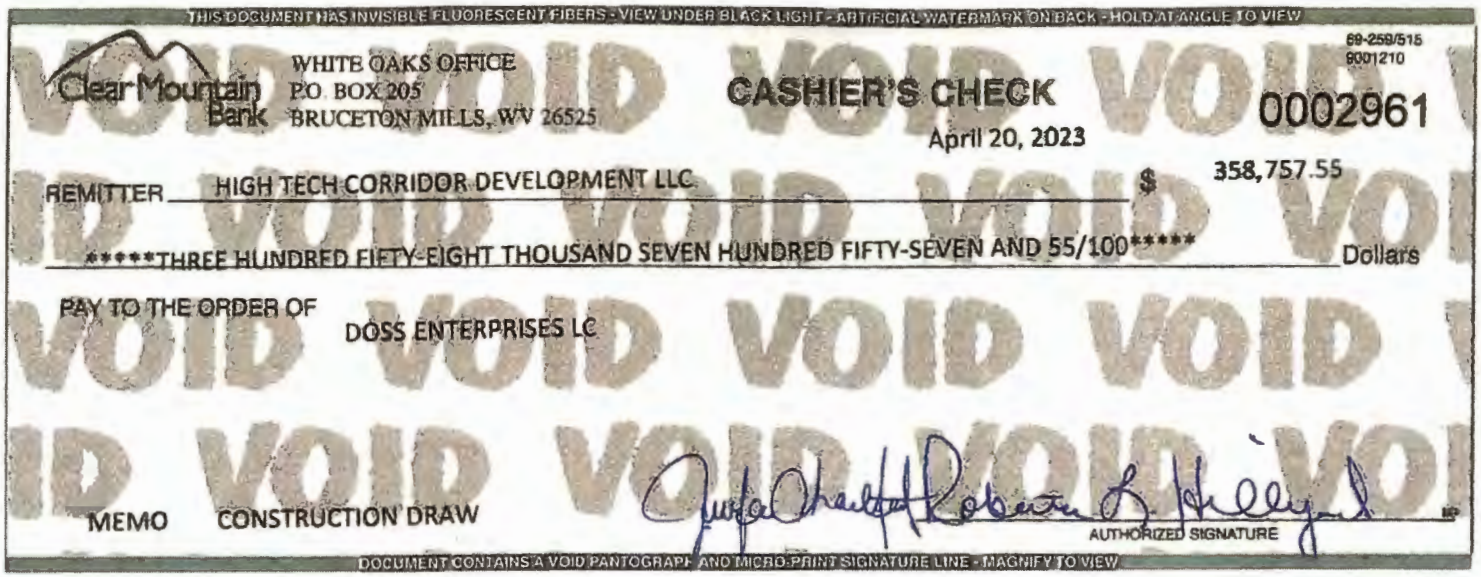
Project: Waite Oaks, Phase IIA
PM: Johnny Payne
Engineer: Thrasher Engineering
Date: 4/8/25

Submittal Number	Revision Number	Specification Number	Sub-Initial Description	Submittal Type	Priority	Reviewer	Status	Date Issued	Date Approval Sent Out	Date Approved	Notes
001			P3 Silt Fence - Silt Sewer Inc.	Materials Data	Low	RJ Hewatter	Approved	1/9/2023		1/9/2023	
002		WVDEP BMP	12" CPS	Materials Data	Low	RJ Hewatter	Rejected	1/13/2023			
003	1	WVDEP BMP	12" CPS	Materials Data	Low	RJ Hewatter	Approved	1/18/2023		1/23/2023	
004		WVDOH 715.11.8	Woven Geotextile Fabric for Separation	Materials Data	Low	RJ Hewatter	Rejected	1/18/2023			
005	1	WVDOH 715.11.8	Woven Geotextile Fabric for Separation	Materials Data	Low	RJ Hewatter	Approved	1/18/2023		1/21/2023	
006			Construction Schedule	Materials Data	High	RJ Hewatter	Rejected	1/23/2023			
007	1		Construction Schedule	Materials Data	High	RJ Hewatter	Approved	1/23/2023			
008		334200	18" & 24" HDPE Stormwater Pipe	Materials Data	Low	RJ Hewatter	Approved	1/26/2023		1/23/2023	
009		WVDOH 715.11.4	Non-Woven Geotextile Engineering Fabric	Materials Data	Low	RJ Hewatter	Approved	1/26/2023		1/23/2023	
010		WVDEP BMP	Vegetated Ditch ECB	Materials Data	Low	RJ Hewatter	Approved	1/26/2023		1/23/2023	
011		012900	Schedule of Values		High	RJ Hewatter	Approved	1/24/2023		1/1/2023	
012		334200	4" SDR 35 Perf Pipe	Materials Data	Low	RJ Hewatter	Approved	1/31/2023		1/1/2023	
013		333100	8" SDR 35 Sewer Pipe & Fittings	Materials Data	Low	RJ Hewatter	Rejected	1/23/2023			Changing to bell & gasket
014		333100 (2.4	Bar-N-Seal Boot	Materials Data	Low	RJ Hewatter	Approved	1/31/2023		1/1/2023	
015		331116	Waterline & Fittings, waterline gate valve, casing, bedding, sleeve	Materials Data	Low	RJ Hewatter	Approved	1/23/2023		2/2/2023	
016		WVDOH 718.11	6" & 10" Steel Casing Spacers & End Seals	Materials Data	Low	RJ Hewatter	Approved	1/23/2023		1/1/2023	
017		334200 331116	Casing for Water & Sewer Lines	Materials Data	Low	RJ Hewatter	Approved	1/23/2023		2/2/2023	
018		331116	Fire Hydrant	Materials Data	Low	RJ Hewatter	Approved	1/23/2023		2/2/2023	
019		WVDOH 601	Sch. 40 Electrical Duct Bank Conduit 4"&6"	Materials Data	Low	RJ Hewatter	Approved	1/24/2023		2/2/2023	
020		334200	Stormwater Structures, Grates, Frames, & Covers	Materials Data	Low	RJ Hewatter	Approved	1/24/2023		2/2/2023	
021		012900	Contractor's Staff Assignments	Materials Data	Low	RJ Hewatter	Approved	1/23/2023		1/23/2023	
022		333100	Sanitary Sewer Manholes, Frames & Covers	Materials Data	Low	RJ Hewatter	Approved	1/26/2023		2/2/2023	
023	1	333100	8" SDR 35 Sewer Pipe & Fittings	Materials Data	Low	RJ Hewatter	Approved	2/11/2023		2/1/2023	
024		334200	90" Storm Manholes #1-2 & #3-1	Materials Data	Low	RJ Hewatter	Approved	2/3/2023		2/1/2023	

Project: White Oaks, Phase II A
PM: Johnny Payne
Engineer: Thrasher Engineering - RJ Hovatter, PE
Date: 4/3/23

Change Order Log

Change Order #	Change Order Request #	Description	Date Initiated	Date Finalized	Cost / (Credit)	Time Extension / Adjustment	Notes
001	N/A	Revised quantities	12/28/2023	12/28/2023	$ [illegible]	-	
	001	"The Landing" Trench Drain	2/11/2023	1/13/2023	$ 47,000.00	-	Not recording with this Change
	002	Asbestos Pipe Removal	2/17/2023		$ [illegible]	-	Unit Cost per LF total to be determined
	003					-	
	004	Silo Repairs - Option 2: Soil Modification	3/2/2023		$ 47,226.00	-	
	005	Silo Repairs - Option 2: Silo Rep	3/2/2023		$ [illegible]	-	



0002961

April 20, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC 358,757.55

*****THREE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 55/100*****

DOSS ENTERPRISES LC

MEMO CONSTRUCTION DRAW

THRASHER

ARCHITECTURE
ENGINEERING
FIELD SERVICES

April 14, 2023

Mr. Tim Stout
Clear Mountain Bank
15 Sweetbrier Lane
Bridgeport, WV 26330

Re: Doss Enterprises, LC
Application for Payment No. 3
Bridgeport, WV

Dear Mr. Stout:

The current progress report is as follows:

Completed:

1. Site Clearing
2. Mobilization
3. Rock Core Drain -Import Material
4. Toe Key Bench
5. Pond Over Excavation
6. Pond Backfill Rock – Import Material
7. Priority One Silt Fence
8. Compost Filter Sock Inlet Protection
9. Existing Pond Dewatering
10. Rock Lined Sump
11. Rock Lined Ditch

Partially Complete:

1. Demolition and Traffic Control
2. Earth Moving
3. Stabilized Construction Entrance
4. Sediment Trap

Stored Materials:

1. 18" HDPE Culvert
2. 24" HDPE Stormwater Pipe

The overall project is approximately 46% complete.

We believe that the requested amount of the attached application is indicative of the work complete at the time of the application.

If you have any questions, please do not hesitate to contact our office.

THE THRASHER GROUP, INC.

Chad Biller

Chad Biller, PE
Principal


Mar 1, 2023
39.329368, -80.225577
The Thrasher Group
White Oaks


Mar 2, 2023
39.327148, -80.225087
The Thrasher Group
White Oaks


Mar 7, 2023
39.337215, -80.225143
The Thrasher Group
White Oaks


Mar 16, 2023
39.335621, -80.219381
The Thrasher Group
White Oaks
CAT


Mar 28, 2023
39.331988, -80.228250
The Thrasher Group
White Oaks


The Thrasher Group
White Oaks


Mar 30, 2023
39.335770, -80.230020
The Thrasher Group
White Oaks


Mar 31, 2023
39.330599, -80.225035
The Thrasher Group
White Oaks

High Tech Corridor Development, LLC
PO BOX 940
BRIDGEPORT, WV 26330

May 3, 2023

Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Dear Commissioners,

I certify that all the invoices included with Requisition for Payment Number 4, Series 2021B (Development District No. 3 – White Oaks) Bonds have been paid by the Developer, High Tech Corridor Development.

Sincerely,

H Wood Thrasher
Manager, High Tech Corridor Development

7-B

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. 24

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 **$ 262.50.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Issuer 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) **$262.50** 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 **17th day of May, 2023**.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #042023-150	Dated: 04/26/2023	$262.50
		Total	**$262.50**

INVOICE

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

Invoice Date	Invoice #
4/26/2023	042023-150

Balance Due $262.50

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 & 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 4/26/2023

Invoice # 042023-150

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)	3/16/2023	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Sr Assoc (MS)	3/21/2023	Update account reconciliation for the month of February 2023.	0.25	50.00
Sr Assoc (MS)	3/27/2023	Follow up regarding account reconciliation and statement status.	0.25	50.00
Manager (SMB)	3/31/2023	Review account reconciliation for November, December, January, and February activity.	0.5	112.50
		Subtotal Fees:		262.50

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

Total **$262.50**

MNS

Billing Inquiries? Call (443) 539-4104

E

7-C

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. (05/17/23)

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 **$6,381.75**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$6,381.75** 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) **$6,381.75** 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 **17th day of May, 2023**.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #042023-092	Dated: 04/26/2023	$ 2,050.00
MuniCap, Inc.	Invoice #042023-393	Dated: 04/26/2023	$ 150.00
Jackson Kelly	Invoice #1182558	Dated: 05/10/2023	$ 4,181.75
	Total		**$ 6,381.75**

INVOICE

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

Invoice Date	Invoice #
4/26/2023	042023-092

Balance Due $2,050.00

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:

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 4/26/2023

Invoice # 042023-092

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

Project: Charles Pointe Series 2008

Terms	Client #
Net 30	1394

Item	DATE	Description	Hrs	Amount
Sr Assoc (SAM)	3/8/2023	Red line previous year special assessment reports, review correspondence related to required change in report, begin updating report and workbook with available information.	1.25	250.00
Sr Assoc (SAM)	3/17/2023	Update account reconciliation with February transactions.	0.5	100.00
Sr Assoc (MS)	3/17/2023	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Manager (SMB)	3/20/2023	Review account reconciliation for November, December, January, and February activity.	0.75	168.75
Sr Assoc (SAM)	3/23/2023	Review third party invoice to be paid and discuss with associate. Correspond with the Trustee related to third party invoice payment. Update special assessment workbook and request information from legal counsel and the County.	4.25	850.00
Sr Assoc (SAM)	3/24/2023	Discuss special assessment report preparation and update workbook.	0.75	150.00
Manager (JLA)	3/28/2023	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (SAM)	3/28/2023	Draft developer's quarterly report request and schedule email. Update special assessment workbook.	0.75	150.00
Sr Assoc (MMM)	3/28/2023	Provide follow up regarding management of project tasks and reports.	0.5	100.00
Vice Pres (MNS)	3/28/2023	Call with B. Crumbaker to discuss assessments.	0.25	62.50
Manager (JJ)	3/29/2023	Record January draw down bonds.	0.25	56.25
		Subtotal Fees:		2,050.00

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

Total **$2,050.00**

MNS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
4/26/2023	042023-393

Balance Due $150.00

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:

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

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 4/26/2023

Invoice # 042023-393

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

Terms: Net 30, ... Client #: 2263

Project: Charles Pointe Consulting

Item	DATE	Description	Hrs	Amount
President (KR)	3/15/2023	Respond to questions from developer.	0.5	150.00

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

Total **$150.00**

DS

Billing Inquiries? Call (443) 539-4104

E

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

May 10, 2023
Invoice No. 1182558

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1182558 **$4,181.75**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1172936	01/09/23	708.00
1179651	04/07/23	3,068.00

Total Amount of Prior Invoices Outstanding 3,776.00

Total Amount Due $7,957.75

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 June 9, 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

May 10, 2023
Invoice No. 1182558

For Legal Services Rendered and Expenses through April 30, 2023.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
04/06/23	M. Imbrogno	Reviewing correspondence regarding and corresponding regarding execution and recording of release of lien of assessments on certain properties within the CED.	0.30	88.50
04/11/23	M. Imbrogno	Corresponding regarding execution and recording of release of lien on certain properties within the CED.	0.40	118.00
04/12/23	M. Imbrogno	Corresponding regarding execution and recording of release of lien of CED assessments on certain parcels within district.	0.10	29.50
04/12/23	R. Krehbiel	Supervising execution of release of lien.	0.20	59.00
04/13/23	M. Imbrogno	Corresponding regarding execution and recording of release of lien of CED assessments on certain parcels within district.	0.30	88.50
04/14/23	M. Imbrogno	Corresponding regarding recording of release of lien for certain properties with CED.	0.20	59.00
04/14/23	M. Mazzie-Stewart	Recorded release in Harrision County, WV	2.00	310.00
04/17/23	M. Imbrogno	Corresponding regarding scheduling of special meeting related to Forbearance Agreement.	0.20	59.00
04/18/23	M. Imbrogno	Corresponding regarding and preparing materials for special board meeting.	0.90	265.50
04/19/23	M. Imbrogno	Corresponding regarding execution and recording of release of lien for CED assessments on certain CED properties.	0.20	59.00
04/19/23	M. Imbrogno	Corresponding regarding materials for special board meeting.	0.10	29.50
04/20/23	M. Imbrogno	Preparing and reviewing materials for special board meeting.	0.90	265.50
04/21/23	M. Imbrogno	Preparing and reviewing draft materials for	2.20	649.00

PAYMENT DUE June 9, 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

May 10, 2023
Invoice No. 1182558

		special board meeting.		
04/21/23	M. Imbrogno	Attending special board meeting.	1.80	531.00
04/23/23	M. Imbrogno	Phone call with T. Scoville regarding board matters.	0.50	147.50
04/24/23	M. Imbrogno	Corresponding regarding and arranging for execution and recording of Release of Lien of CED assessments on certain parcels within the CED.	0.20	59.00
04/24/23	M. Imbrogno	Corresponding regarding status of forbearance agreement and discussing same with bond counsel.	0.80	236.00
04/25/23	M. Imbrogno	Reviewing correspondence relating to forbearance agreement.	0.60	177.00
04/26/23	M. Imbrogno	Corresponding regarding execution and recording of release of lien of CED assessments on certain parcels in the district.	0.30	88.50
04/26/23	M. Imbrogno	Reviewing correspondence regarding forbearance of CED assessments on certain parcels and payment of property taxes on same.	0.50	147.50
04/27/23	M. Imbrogno	Reviewing correspondence related to forbearance arrangement and updated property rolls.	0.20	59.00
04/27/23	M. Mazzie-Stewart	Recorded release in Harrison County, WV	2.50	387.50
04/28/23	M. Imbrogno	Corresponding regarding recordation of release of lien of CED assessments on certain parcels in the CED.	0.30	88.50
04/28/23	M. Mazzie-Stewart	Processing and emailing time-stamped copies and receipts	0.50	50.00
		Total Hours	16.20	
		Services		$4,051.50

	Travel	118.25
04/13/23	PAYEE: Harrison County Clerk; REQUEST#: 542760; DATE:	12.00

PAYMENT DUE June 9, 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

May 10, 2023
Invoice No. 1182558

4/13/2023 - Recording Fees

Total Expenses	$130.25
Total This Matter	$4,181.75

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

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 June 9, 2023

10

BOARD OF EDUCATION - Annual Memorandum of Agreement

WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE AND THE COUNTY EXTENSION SERVICE COMMITTEE

This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning **July 1, 2023** supplementing the cooperative agreement covering Cooperative Extension work in **Harrison County**, in accordance with the Code of West Virginia 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature

The Cooperative Extension Service of WVU and the County Extension Service Committee recommend the following budget:

CATEGORY	CURRENT APPROPRIATION	AMOUNT REQUESTED	AMOUNT APPROVED	REMAINS LOCAL	INVOICED BY WVU	INVOICE IF VACANT	DO NOT CROSS LINE ITEMS
	FY 2022-2023	FY 2023-2024	FY 2023-2024	*Check the appropriate column for each line*		YES OR NO	Check if line item specific
Salaries and Fringe							
Agent Salary Match	$19,484.00	$19,484.00			X		
Program Assistant	$26,049.00	$26,049.00		X			
Office Staff							
Capital Outlay/Equipment							
Current Expenses							
Travel	$4,467.00	$4,467.00		X			
Prof Development							
Office Supplies							
Postage							
Utilities							
Telephone							
Maintenance & Repair							
Dues and Subscriptions							
Levy Funds-general 4-H expenses and camp							
TOTALS	$50,000.00	$50,000.00					

PLEASE SEE NEXT PAGE FOR SIGNATURE/APPROVAL REQUIREMENTS

Approved by the following member of the County Extension Service Committee at a meeting held on February 21, 2023.

Patsy Tecost II (May 4, 2023 10:48 EDT)

Board of Education APPROVAL

Approved by the Board of Education in Harrison County on this _____day of _____, 2023

SELECT A BILLING INCREMENT: Annually ☐ Semi-Annually ☑ Quarterly ☐

(If no increment is selected, the default will be to invoice Semi- ANNUALLY)

The Harrison County BOE invoices should be sent via mail ☑ or email ☐ to:

Name:	Accounts Payable
Email Address:	accountspayable@harcoboe.net
Mailing Address:	PO Box 1370
City State Zip	Clarksburg, WV 26302

President

Original: Extension Business Operations
2nd Copy: Board of Education
3rd Copy: County Extension Service Committee

Annual Memorandum of Agreement - Employment of Extension Personnel

ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning ***July 1, 2023*** for **Harrison County**, in accordance with the Code of West Virginia, Chapter 18, Article 5; Chapter 19, Article 8, amended and reenacted by the 1963 legislature; and Chapter 6, Article 9-A

The Cooperative Extension Service of West Virigina University nominates the following person(s) for employment for the period of ***July 1, 2023 through June 30, 2024***

Jorge H. Atiles, Ph.D.
Dean, WVU Extension and Engagement
Director, WVU Extension Service

Name	Title
Brandi Adkins	WVU Harrison County Ext. Youth Health Educator - FNP
Jennifer Friend	WVU Harrison County Ext. Agent - ANR
Samantha Williams	WVU Harrison County Ext. Agent - 4HYD

The County Extension Service Committee took the following action at an official meeting held on February 21, 2023.

NAME	Approval	Rejection
Carolyn Lomine	✓	
Adams Stutler	✓	
William Grandfield	✓	
Michael J Booth	✓	
Patsy Wecost II (May 4, 2023 10:48 EDT)		

Original: Extension Business Operations
Copies: Board of Education
County Commission
County Extension Service Committee

This Rule sets forth the West Virginia University Board of Governors' Affirmative Action and Equal Employment Opportunity Policy. It is the policy of the West Virginia University Board of Governors to: recruit, hire, train, promote, retain, tenure and compensate persons in all applicable administrative, classified, faculty, non-classified and student job titles without regard to age, status, or any other class protected under the University's non-discrimination policy (BOG Policy 44, or successor Rule), unless otherwise prohibited by applicable law.

COUNTY COMMISSION - Annual Memorandum of Agreement

WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE AND THE COUNTY EXTENSION SERVICE COMMITTEE

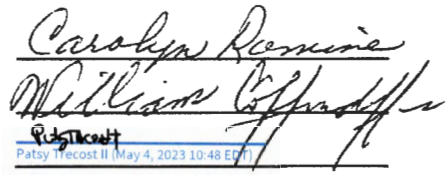
This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning **July 1, 2023**
supplementing the cooperative agreement covering Cooperative Extension work in **Harrison County,**
in accordance with the Code of West Virginia 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature

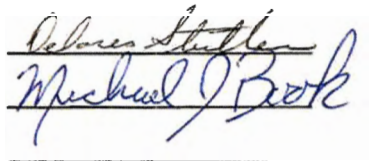
The Cooperative Extension Service of WVU and the County Extension Service Committee recommend the following budget:

CATEGORY	CURRENT APPROPRIATION	AMOUNT REQUESTED	AMOUNT APPROVED	REMAINS LOCAL	INVOICED BY WVU	INVOICE IF VACANT	DO NOT CROSS LINE ITEMS
				Check the appropriate column for each line		YES OR NO	Check if line item specific
Local Salaries and Fringe (Name and Title)							
Clerical & Program Assistant	$147,631.00	$147,631.00		X			
Contracted Services (WVU Faculty and Staff)							
Agent Salary Match	$7,500.00	$7,500.00			X		
Program Assistant							
Office Staff							
Contractual (fill in line items as appropriate-refer to instructions for details)							
Travel	$3,000.00	$3,000.00		X			
(222) Dues and Subscriptions	$400.00	$400.00		X			
Commodities (fill in line items as appropriate-refer to instructions for details)							
(341) Supplies and Materials	$750.00	$1,000.00		X			
Capital Outlay							
(456) Land							
(457) Buildings							
(458) Improvements							
(459) Equipment	$500.00	$1,000.00		X			
TOTALS	**$159,781.00**	**$160,531.00**					

PLEASE SEE NEXT PAGE FOR SIGNATURE/APPROVAL REQUIREMENTS

Approved by the following member of the County Extension Service Committee at a meeting held on February 21, 2023.





County Commission APPROVAL

Approved by the County Commission in _____ County on this _____ day of _____, 20_____

SELECT A BILLING INCREMENT: Annually ☑ Semi-Annually ☐ Quarterly ☐

(If no increment is selected, the default will be to invoice ANNUALLY)

The Hardy County CC invoices should be sent via mail ☑ or email ☐ to:

Name:	Harrison County Commission
Email Address:	countyadministrator@harrisoncountywv.com
Mailing Address:	301 West Main Street
City State Zip	Clarksburg, WV 26301

_____

President

Original: Extension Business Operations
2nd Copy: County Commission
3rd Copy: County Extension Service Committee

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Lake Floyd Public Service District
2200 Lake Floyd Circle
Bristol, WV 26426

May 10, 2023

Harrison County Commission
Subject: Reappointment of Lake Floyd PSD Board Member

Dear Commissioners,

The Lake Floyd Public Service District Board Members respectfully request that Roger Gay be reappointed for the term 6/1/2023 to 6/1/2029 to the Lake Floyd Public Service Board.

Sincerely,

Steve Turner, Chairman, LF PSD Board Member

Leon Pilewski, LF PSD Board Member

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Harrison County Commission

Request to Attend Meeting

Name	Trevor Vance
Department	911
Destination	Grapevine TX
Travel Dates	June 16th through June 23rd 2023
Reason	NENA 2023 Conference & Expo - Scholarship Winner - Complimentary Registration and $1000.00 Stipend (Direct Reimbursement of Expenses to Trevor Vance) - Total Estimated Cost Reflects Amount Beyond $1,000.00 Stipend

Total Estimated Cost			$ 1,632.00
Transportation			$ $600.00
Air		$ 600.00	
Private Vehicle:			
Mileage _____	X .655	$ 0.00	
Rental Car		$ _____	
Lodging			$ 400.00
Registration			$ _____
Meals (Estimated)			$ 632.00
Incidentals			$ _____

Employee Signature: _____ Date: 05/05/2023

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

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

Date: _____

A8 Form Revised: May 1, 2014

Copenhaver, James

From: Vance, Trevor
Sent: Tuesday, May 2, 2023 3:50 PM
To: Copenhaver, James; Cutright, Christopher; Bailey, Andrew
Subject: Fw: NENA Gold Line Scholarship - You've Been Selected!!

From: Chris Nussman <cnussman@nena.org>
Sent: Tuesday, May 2, 2023 2:30 PM
To: Chris Nussman <cnussman@nena.org>
Subject: NENA Gold Line Scholarship - You've Been Selected!!

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

Congratulations! I am happy to announce that you've been selected as one of NENA's 2023 Gold Line Scholarship recipients! As an awardee, you receive:

- Complimentary registration to the NENA 2023 Conference & Expo;
- Complimentary registration to a one-day pre-conference course of choice at NENA 2023; and
- A $1,000 travel stipend.

You can take advantage of your complimentary NENA 2023 conference and course registration now by going online to nena.org/nena2023-register and using discount code **GOLDLINE** at check out.

The travel stipend will be provided in the form of a reimbursement up to $1,000 against documented air and lodging travel expenses after the conference. You should book your hotel at nena.org/nena2023-housing as soon as you can to ensure best availability. Please note, we are currently in the process of adding additional rooms; so, if there is no availability now, be sure to check back in a day or two.

If for any reason you cannot accept this scholarship, then please let us know immediately.

Look for additional emails in the coming weeks with more info, including invitations to the Gold Line Scholarship Breakfast on the morning of Sunday, June 18 and the Excellence in 9-1-1 Reception on the evening of Monday, June 19.

Again, congratulations!
-chris.

Chris Nussman, CAE | Communications Director
202.618.4396 (direct) | 973.479.3939 (mobile)

NENA | 1700 Diagonal Rd | Suite 500 | Alexandria, VA 22314 website | facebook | twitter

NENA 2023 | June 17-22 | Gaylord Texan | Grapevine, TX

Share (https://www.addthis.com/bookmark.php?v=250&pub=yourmembership) |



Register Now (https://nena.org/nena2023-register) | Book Your Room (https://nena.org/nena2023-housing) | Schedule at a Glance (https://www.nena.org/page/NENA2023Schedule) | Pricing (https://nena.org/nena2023pricing)

Breakouts (https://nena.org/nena2023breakouts) | Networking (https://nena.org/nena2023networking) | Keynotes (https://nena.org/nena2023keynotes) | Pre-Con Courses (https://nena.org/nena2023precons) | Free Workshops (https://nena.org/nena2023workshops)

Charity 5K Run/Walk (https://www.runfor911.org/)

Expo Floor Plan (https://s1.goeshow.com/nena/annual/2023/floorplan.cfm) | Reserve your booth (https://s1.goeshow.com/nena/annual/2023/exhibit_sales_form.cfm) | Exhibitor Service Center (https://s1.goeshow.com/nena/annual/2023/exhibitor_service_center.cfm) | Request Expo & Sponsor Info (mailto:abatt@nena.org)

At NENA 2023, you will not only hear about the public-safety issues of today and tomorrow, but also gain practical, real-world know-how that you can take home with you and put into action immediately. Featuring inspiring keynote speakers, more than one-hundred hours of breakout sessions that inform and empower, career-building courses and workshops with real-world applications, nightly networking events that help you make the right connections, and an Expo Hall showcasing cutting-edge products and services, NENA 2023 is the must-attend event of the year. Don't miss your chance to be a part of it!

Five Reasons You Can't Miss #NENA2023

1. The best education, training, and professional development opportunities anywhere for public-safety professionals.
2. Keynotes each day from leadership experts and master motivators that inspire and empower.
3. Networking events galore.
4. Opportunities to give back, including the Run for 9-1-1.
5. Interactive Expo Hall with the latest and greatest products and services on display for you to see, hear, and feel.

Sign In

(https://ws.yourmembership.com/Ams/SocialOAuth/facebook?Continue=%2fAms%2fFinalizeLogin%2ffacebook%3fReturnUrl%3dhttps%253a%252f%252fwww.nena.org%252fsocial%

Login with LinkedIn(https://ws.yourmembership.com/Ams/SocialOAuth/linkedin?Continue=%2fAms%2fFinalizeLogin%2flinkedin%3fReturnUrl%3dhttps%253a%252f%252fwww.nena.org%252fsocial%2521

OR

Username

Password

SIGN IN

Forgot your password? (/general/email_pass.asp)
Haven't joined yet? (/general/register_start.asp)

NENA News

more (/news/)

4/27/2023
NG9-1-1 Interoperability Oversight Commission Issues Root Certificate to Secure NG9-1-1 Systems (/news/638797/NG9-1-1-Interoperability-Oversight-Commission-Issues-Root-Certificate-to-Secure-NG9-1-1-Systems.htm)

4/26/2023
Free "ENP 101" Webinar Announced for May 23 (/news/638731/Free-ENP-101-Webinar-Announced-for-May-23-.htm)

4/20/2023
Free Webinar on Navigating Difficult Conversations Announced for 04.26 (/news/638142/Free-Webinar-on-Navigating-Difficult-Conversations-Announced-for-04.26.htm)

4/17/2023
This National Volunteer Week, NENA Salutes Its Volunteers (/news/637801/This-National-Volunteer-Week-NENA-Salutes-Its-Volunteers.htm)

Calendar

more (/events/event_list.asp)

4/24/2023 » 4/24/2024
Navigating Adversity (/events/EventDetails.aspx?id=1644834)

5/5/2023
Disaster Planning for the PSAP - ILO (/events/EventDetails.aspx?id=1717714)

5/7/2023
9-1-1 Center Culture: A Strategy for Personal & Organizational Success - Baraboo, WI (/events/EventDetails.aspx?id=1693512)

5/8/2023 » 5/10/2023
Colorado NENA/APCO 2023 State Conference (/events/EventDetails.aspx?id=1745454)

CONTACT US

1700 Diagonal Road
Suite 500
Alexandria, VA 22314
Phone: 202.466.4911
Fax: 202.618.6370

QUICK LINKS

Home (https://nena.site-ym.com/)
Become a Member (https://nena.site-ym.com/?Membership)
Store (https://nena.site-ym.com/store/default.aspx)
Conferences (https://nena.site-ym.com/page/conferences2017)
Advertising Privacy Policy (/page/privacypolicy)
Get Involved (https://nena.site-ym.com/?page=VolunteerInterest)
Member Search (https://nena.site-ym.com/search/all.asp?bst=)
911 Talk Email List (http://www.nena.org/?page=911Talk)
Events Calendar (https://nena.site-ym.com/events/event_list.asp)
#ThankYou911 Program (https://thankyou911.org/)

GET SOCIAL WITH US

(https://www.facebook.com/911NENA911/) (https://twitter.com/911NENA911) (https://www.youtube.com/channel/UCzp5f-CHLEFi0rlL_BJQ8hQ) (mailto:it@nena.org)

Membership Software Powered by YourMembership (http://www.yourmembership.com/) :: Legal (/ams/legal-privacy.htm)

Copenhaver, James

From: Vance, Trevor
Sent: Wednesday, May 3, 2023 1:27 PM
To: Copenhaver, James
Subject: NENA 911 conference 2023

NENA 911 conference 2023

Hotel estimate $1,400 June 16th- 23rd
Airfare estimate $600

Telecommunicator
Trevor Vance

Harrison County Bureau of Emergency Services
735 Genesis Boulevard
Bridgeport WV 26330

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(Kroger)

WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Kroger under the terms and conditions set forth in the Kroger West Virginia State-Wide Opioid Settlement Agreement executed on May 2, 2023 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation,* Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against Kroger in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Kroger and any other Released Entities within seven (7) business days of the Effective Date.

Dated: _____

_____
LOCAL GOVERNMENT

BY: _____
(Signature)
PRINTED NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL ADDRESS: _____

INSTRUCTIONS

Please be sure to complete each blank on the attached form as follows:

Dated: (The date the document is signed.)

(Your town/city's name)_____
LOCAL GOVERNMENT

BY: (Signature of mayor or other authorized person)
PRINTED NAME: (Printed name of person signing document
TITLE: (The title of the person signing document)
ADDRESS: (Your town/city's mailing address)

_____
TELEPHONE: (Your town/city hall's telephone number)
EMAIL ADDRESS: (Email for your town/city)*

If you do not have the ability to scan a document as a PDF or fax, please return your signed release in the enclosed return envelope. Photos of the documents are not converting well and are sometimes illegible after conversion.

*If your city/town does not have an email address, please provide the email address where the mayor, a council member, or staff can best be contacted.

Kroger West Virginia State-Wide Opioid Settlement Agreement

I. Overview

This Settlement Agreement dated as of May 2, 2023 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Kroger (defined herein) (collectively, "the Parties") to resolve opioid-related Claims (defined herein) against Kroger.

Kroger has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Kroger expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Kroger. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Kroger, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrisey, Attorney General v. The Kroger Co., et al.*, Civil Action No. 22-C-111 PNM (W. Va. Cir. Ct. Putnam County) (the "West Virginia AG Action"), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

II. Definitions

A. "Action" means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.

B. "Agreement" and "Settlement Agreement" refer to this settlement agreement together with the Exhibits thereto.

C. "Alleged Harms" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Kroger. Non-exclusive examples of the Alleged Harms are described in the documents listed on Exhibit A.

D. "Bar" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon

payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

E. "Case-Specific Resolution" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.

F. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "Claim-Over" means a Claim asserted by any entity that is not a Releasor against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by the Released Entities) asserted by the Releasor.

H. "Class I Local Government" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).

I. "Class II Local Government" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).

J. "Class III Local Government" means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

K. "Class IV Local Government" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

L. "Common Benefit Fund Commissioner" means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court's Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court's Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

M. "Consent Judgment" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgement attached hereto as Exhibit F, which provides for, among other things, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.

N. "Counsel" means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.

O. "Court" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).

P. "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or related in any way to a Product, including without limitation (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions related to a Product; (4) the purchasing, selling , acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality,

legitimacy and/or appropriateness of any prescriptions for Products and/or the legality, legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

Q. "Execution Date" means the date on which this Agreement is executed by the last Party to do so.

R. "Effective Date" means the date on which Kroger makes the Initial Payment as described in Section III.B.

S. "Finality" means:

1. The Agreement and the Consent Judgment have been approved and entered by the Court as to Kroger, including the release of all Released Claims against Released Entities as provided in this Agreement; and

2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

T. "Global Settlement" means any agreement resolving substantially all litigation and claims brought or threatened to be brought against Kroger by other states and Local Governments in the United States, including without limitation claims against Kroger in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.

U. "Kroger" means The Kroger Co., and each of its past and present direct and indirect parents and subsidiaries, including without limitation Kroger Co., Kroger Limited Partnership I d/b/a Peyton's Southern, and Kroger Limited Partnership II d/b/a Peyton's Northern. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.II.

V. "Later Litigating Local Government" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

W. "Litigating Local Government" means a Local Government (or Local Government *Official asserting the right of or for the Local Government* to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

X. "Litigation Cost Amount" has the meaning specified in Section III.A below.

Y. "Local Government" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or *similar entity, as further described in* W. Va. *Code* §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

Z. "Non-Litigating Local Government" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

AA. "Non-Participating Local Government" means a Local Government that is not a *Participating Local Government.*

BB. "Participation Date" means one hundred twenty (120) days after the Execution Date.

CC. "Participating Local Government" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under Section VIII.A or VIIII.C.

DD. "Plaintiff" means the State of West Virginia, acting by and through its Attorney General.

EE. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical products made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also *includes: (1) the following when used* in combination with opioids or opiates: Benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates, "Product" shall include, but is not limited to, any substance consisting of or *containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine,*

methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.

FF. "Qualified Settlement Fund" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

GG. "Qualified Settlement Fund Administrator" means and refers to John Jenkins of Smith Cochran Hicks PLLC, who is the Administrator appointed by the Court to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. (Transaction ID 68524883) The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement, the West Virginia First Memorandum of Understanding, and orders of the Court, as applicable.

HH. "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any claims that have been asserted against the Released Entities by the State or any of its Litigating Local governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Governments that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

II. "Released Entities" means (1) The Kroger Co.; (2) Kroger Limited Partnership I d/b/a Peyton's Southern; (3) Kroger Limited Partnership II d/b/a Peyton's Northern; (4) all of the foregoing entities' respective past and present, direct or indirect: parents subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries divisions, affiliates, joint ventures predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (5) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (1) through (4) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (4)-(5) shall be a Released Entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.

JJ. "Releasors" mean (1) the State; (2) each Participating Local Government; and (3) *without limitation and to the maximum extent of the power of the State's Attorney General and/or* each Participating Local Government to release Claims, (a) the State's and each Participating Local Government's departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (*in the form attached as Exhibit D to this Agreement*) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VII.I.

KK. "Remediation Amount" has the meaning set forth in Section III.A below.

LL. "Resolution Panel" or "Resolution Judges" refers to the mediators in the West Virginia AG Action--specifically, the Honorable Joanna I. Tabit, the Honorable Jay M. Hoke, and the Honorable Gregory L. Howard.

MM. "Settlement Class Resolution" means a class action resolution in a court of *competent jurisdiction* in the State with respect to a class of Local Governments in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more *of the State's population opt out. In seeking certification of* any Settlement Class, the State and applicable Local Governments shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes

an admission by any Party that class certification would be appropriate for litigation purposes in any case.

NN. "Settlement Sum" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Kroger and all Released Entities as specified in Section III.A below. Neither Kroger nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below, except pursuant to Addendum 1.

OO. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. Consideration To Be Provided by Kroger

A. Settlement Sum. The Settlement Sum is $68,000,000, reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Kroger and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. Kroger does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Kroger hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Kroger Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Kroger pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to Kroger of Election and Release Forms demonstrating that it has met the Participation Threshold.

B. Timeline for Settlement Sum Allocation and Payments. Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties' expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order

regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by October 2, 2023, the Parties will meet and confer and will agree by October 9, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Kroger in preparing any tax forms reasonably requested by Kroger, including but not limited to those set out in Section XI.D. Kroger shall pay the Settlement Sum pursuant to the following schedule:

1. Within fifteen (15) days after Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met, Kroger shall make a $34,000,000 upfront payment (the "Initial Payment") into the West Virginia Qualified Settlement Fund;

2. A $12,000,000 payment into the Qualified Settlement Fund on June 30, 2024;

3. A $12,000,000 payment into the Qualified Settlement Fund on June 30, 2025;

4. Four (4) annual payments of $1,000,000 on the same payment date (June 30) from 2026 to 2029 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2026; (2) June 30, 2027; (3) June 30, 2028; (4) June 30, 2029); and

5. Three (3) additional annual payments of $2,000,000 on the same payment date (June 30) from 2030 to 2032 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2030; (2) June 30, 2031; (3) June 30, 2032) (together with the payments identified above in subsections III.B.2, 3, and 4, the "Subsequent Payments").

C. Most Favored Nation. If there is a Global Settlement, then Kroger shall make an additional Most Favored Nation ("MFN") payment into the Qualified Settlement Fund of 2.94% of the net present value ("NPV") (calculated with a discount rate to be agreed to by the Parties in the event of a Global Settlement, subject to resolution by the Resolution Panel in the event the Parties cannot agree) of the payment to be received by states and political subdivisions for remediation and restitution at full participation levels and attorney fees for litigating Attorneys General and subdivisions but excluding payments to tribes and attorney fees for tribes and non-litigating Attorneys General. In determining the MFN payment under this Section III.C, Kroger shall receive a full credit or offset for the Initial Payment and the Subsequent Payments. If 2.94% of the NPV of the Global Settlement would yield an amount lower than or equal to the Settlement Sum, subject to NPV analysis, then Kroger shall owe no further payment. Any additional payment under this Section III.C shall be subject to the schedule set forth in any Global Settlement.

D. No Other Payments. Other than the Initial Payment and the Subsequent Payments described in Section III.B and any MFN payment described in Section III.C, none of the Released

Entities shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or this Settlement Agreement, except pursuant to Addendum 1.

E. Consent Judgment. Within fifteen (15) days of the Effective Date, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall provide for the dismissal with prejudice, as to all Released Entities, of the West Virginia AG Action and the Actions of the Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement, as set out in Section V.A. The Parties shall confer and agree as to the final form of the Consent Judgment prior to its filing with the Court.

IV. Intra-State Allocation and Disbursement of Remediation Amount

A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.

B. Kroger shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the court.

V. Injunctive Relief

A. The Parties agree that the Consent Judgment to be filed by the Parties shall provide that the Court shall retain jurisdiction to (1) enter an amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement; and (2) determine the allocation of the Litigation Cost Amount. If there is no Global Settlement, within 18 months of the Effective Date, Kroger will agree to injunctive terms substantially similar to the injunctive terms in the State's settlement agreements with CVS, Walmart, and Walgreens, as appropriate for a grocery store. The Parties agree to engage a mutually agreeable mediator to facilitate the finalization of the injunctive relief that will apply to Kroger specifically.

VI. Cessation of Litigation Activities

A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

B. The Parties will file a joint motion to stay and suspend all deadlines in the WV AG Action (including all depositions) through the Participation Date. The Parties will also provide notice to the Honorable Dan Aaron Polster in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio).

VII. Settlement of Claims, General Release, and Covenant Not to Sue

A. Scope. As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to given the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. Statement of Intent. It is the intent of the Parties that:

1. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

2. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waive its right to seek reallocation to Kroger pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;

3. Claims by the Releasor against non-Parties should not result in additional payments by the Released Entities for the Released Claims, whether through contribution, indemnification, or any other means; and

4. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party

under any theory, including on the basis of contribution, indemnity or other Claim-Over.

5. The provisions of this Section VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissal provided for herein are made in good faith.

C. Contribution/Indemnity Prohibited. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. Non-Party Settlement. To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in Section VII.C, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

E. Claim-Over. In the event that the Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in Section VII.C, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section VII.D, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Kroger and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Kroger under this Settlement Agreement).

F. General Release. In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.F. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge,

upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

G. **Cooperation.** Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

H. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any consent judgment or other judgment entered on the Agreement, gives rise to under applicable law.

I. **Representation and Warranty.** The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

J. **Effectiveness**. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

K. ***Non-Released Claims.*** Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims

arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct of the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

L. **Dismissal of Actions.** The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Kroger and any other Released Entities dismissed through the entry of the Consent Judgment set forth in III.E. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Kroger and any other Released Entities no later than fifteen (15) days after the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VIII. Participation by Local Governments

A. **Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.** A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

B. **Notice**. As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

C. **Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.** A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. **Representation With Respect to Local Government Participation.** The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Kroger,

which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.

E. ***Representation With Respect to State Abatement Claims.*** The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.

F. **Representation With Respect to Claims by Later Litigating Local Governments.** The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.

G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

IX. Attorney Fees, Costs and Expenses; Disbursement of Litigation Cost Amount

A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Kroger. The State may submit applications to the Common Benefit Fund Commission or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.

B. *The Parties recognize that the goal of this Agreement is one hundred percent* (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.

C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.

D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Kroger beyond the Settlement Sum, nor shall Kroger have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Kroger as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Kroger may voluntarily elect to provide.

F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fee paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Kroger, whether those Actions were filed in state or federal court.

G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.

H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:

1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Kroger concerning the Covered Conduct.

2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.

3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.

4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Kroger.

5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.

6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.

7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.

8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.

9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.

10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.

11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

X. ***Enforcement and Dispute Resolution***

A. This Agreement shall only be enforceable by Kroger and the State.

B. If either the State or Kroger believes the other is not in compliance with any term of this Agreement (with the exception of Section XI below), then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt

to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, Kroger and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement before the Resolution Panel in West Virginia. The Parties consent to the exclusive jurisdiction of the Resolution Panel for the limited purpose of resolution of disputes identified in this Section X.

XI. Miscellaneous Provisions

A. No Admission of Liability. The Releasor acknowledges and agrees that this Settlement is a compromise of matters involving disputed issues of law and fact. The Released Entities are entering into this Settlement solely for the purposes of settlement, to resolve the Released Claims, and thereby avoid significant expense, inconvenience, and uncertainty. Nothing contained herein may be taken as or deemed to be an admission or concession by the Released Entities of (i) any violation of law, regulation, or ordinance in connection with the Covered Conduct or Local Government Claims; (ii) any fault, liability, or wrongdoing by Kroger in relation to the Covered Conduct or Local Government Claims; (iii) the strength or weakness of any claim or defense or allegation made in any other past, present, or future proceeding relating to any Covered Conduct or any Opioid or Local Government Claim; or (iv) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

B. Use of Agreement as Evidence. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement (i) is or may be deemed to be or may be used as an admission of, or evidence of, any Covered Conduct, or of any wrongdoing or liability of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible as evidence or otherwise used in any way in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Entities may use this Agreement in any action for any purpose, including, but not limited to, in order to support a claim for contribution and/or indemnification or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or similar defense or counterclaim, including but not limited to against Released Claims asserted against the Released Entities by West Virginia Local Governments, whether currently pending or in the future.

C. Voluntary Settlement. This Settlement Agreement is a product of arm's length settlement negotiations between the duly-authorized representatives of the Parties. The Parties represent and warrant that they have been advised by their respective counsel of their rights and obligations under this Settlement Agreement and the accompanying Releases, and enter into this Settlement Agreement and the accompanying Releases freely, voluntarily, and without duress.

D. Taxes. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by Kroger constitutes restitution for damage or harm allegedly caused by the *potential violation of a law.* The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Kroger intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Kroger by January 31 of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by Kroger for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Kroger. Kroger makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

E. No Third-Party Beneficiaries. Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

F. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.

G. Choice of Law. Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

H. Notices. To be effective, all notices under this Agreement shall be in writing and delivered to the persons specified below ("Notice Designees") (i) by e-mail and (ii) by either hand delivery or registered or certified mail, return receipt required, postage pre-paid. Any Party may change its Notice Designee(s) by giving written notice to all other Parties as provided in this paragraph.

1. Notices to the State shall be delivered to:

Ann Haight
Deputy Attorney General
Office of the West Virginia Attorney General

Consumer Protection & Antitrust Division
1900 Kanawha Blvd East
State Capitol Complex, Bldg 6, Suite 401
Charleston, WV 25305
Or mailing address of:
P.O. Box 1789
Charleston, WV 25326
Email: Ann.L.Haight@wvago.gov

AND

Abby G. Cunningham
Assistant Attorney General
Office of the West Virginia Attorney General
Consumer Protection & Antitrust Division
1900 Kanawha Blvd East
State Capitol Complex, Bldg 6, Suite 401
Charleston, WV 25305
Or mailing address of:
P.O. Box 1789
Charleston, WV 25326
Email: abby.g.cunningham@wvago.gov

2. Notices to Kroger shall be delivered to:

Toney Matthews
Senior Litigation Counsel
1014 Vine St, Cincinnati, Ohio, 45202
Telephone: (513) 762-4623
Email: toney.matthews@kroger.com

AND

Chantale Fiebig
Weil Gotshal & Manges LLP
2001 M Street, NW
Washington, D.C. 20036
Telephone: (202) 682-7200
Email: chantale.fiebig@weil.com

I. **Severability; Reinstatement.** In the event any one or more immaterial provisions of this Settlement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement; Material provisions are those in Sections III, V, VII, and VIII of this Agreement.

J. Headings; No Conflict Intended. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

K. No Party Deemed to Be the Drafter. None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

L. Modification. This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Kroger may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

M. Waiver. Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

N. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. An executed signature page of this Settlement delivered in PDF format via email shall be as effective as an original executed signature page.

O. Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein. As such, the Parties represent and warrant that they are not relying on any promises, inducements, or representations other than those provided herein.

P. Confidentiality and Public Statements. Consistent with mediation confidentiality, neither party shall disclose or discuss the negotiating positions the parties advanced during discussions in connection with this Settlement Agreement. In addition, and for the avoidance of doubt, neither party shall discuss the negotiation of specific terms and conditions of this Settlement Agreement. For the avoidance of doubt, nothing herein prevents either Party from discussing the terms of any publicly-disclosed Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

Date: 5/2/23

THE KROGER CO.

By: _____

WEIL GOTSHAL & MANGES LLP
Chantale Fiebig
2001 M Street, NW
Washington, D.C. 20036
Telephone: (202) 682-7200
Email: chantale.fiebig@weil.com

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By: _____

Name: Patrick Morrisey
Title: Attorney General

ADDENDUM TO
May 2, 2023 Kroger West Virginia State-Wide Opioid Settlement Agreement

Addendum 1

Kroger commits that it will not close any of its pharmacies in West Virginia for at least three years following execution of the Settlement Agreement, except under the circumstances listed below.

Kroger may close a pharmacy in the event of (1) force majeure as defined by Restatement Second of Contracts § 261, or (2) a notice, order, or substantial change in legal or regulatory obligations that precludes Kroger from operating the pharmacy under applicable law or regulations. For the avoidance of doubt, nothing in this provision is intended to preclude Kroger from complying with its legal, ethical, or fiduciary obligations. In addition, nothing in this provision shall permit Kroger to close a pharmacy due to the pharmacy's profitability.

Kroger may meet and confer with the State regarding potential closures, but shall provide at least 30 days' notice where possible to permit the State to object to the closure before the Resolution Panel. The parties agree that the Resolution Panel shall have sole and exclusive jurisdiction to resolve any objection by the State to Kroger's closure of a pharmacy pursuant to this provision, and to determine whether Kroger is in breach of this provision.

Upon a finding that Kroger is in breach of this addendum, the Resolution Panel shall impose a per pharmacy penalty of up to (1) $1,250,000 for any pharmacy closed within the first year; (2) $750,000 for any pharmacy closed in the second year; or (3) $500,000 for any pharmacy closed in the third year. This penalty shall be the State's sole and exclusive remedy for any violation of this section of the agreement.

Date: 5/2/23

THE KROGER CO.

By: _____

WEIL GOTSHAL & MANGES LLP
Chantale Feibig
2001 M. Street, NW
Washington, D.C. 20036
Telephone: (2020) 682-7200
Email: Chantale.feibig@weil.com

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By: _____

PATRICK MORRISEY
ATTORNEY GENERAL
Office of the West Virginia Attorney General

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), provide non-exclusive examples of Alleged Harms:

1. Expert Report of Dr. Katherine Keyes dated February 9, 2023.
2. Expert Report of Ruth Carter dated February 10, 2023.
3. Expert Report of Carmen Catizone dated February 10, 2023.
4. Expert Report of Carl Gainor dated February 3, 2023.
5. Expert Reports of Lacey Keller dated February 10, 2023.
6. Expert Report of Dr. Andrew Kolodny dated February 10, 2023.
7. Expert Report of Dr. Danesh Mazloomdoost dated December 10, 2021 (adopted in the State's February 10, 2023 disclosure).
8. Expert Report of Dr. Corey Waller dated June 3, 2022 (adopted in the State's February 10, 2023 disclosure).
9. Expert Testimony of Dr. Rahul Gupta from deposition taken September 23 and 24, 2021 and associated exhibits (as designated in the State's February 10, 2023 disclosure).
10. Expert Report of Professor David T. Courtwright, Ph.D. dated February 10, 2023.

Exhibit B

LIST OF LITIGATING LOCAL GOVERNMENTS AS OF THE EXECUTION DATE

List is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

Addison a/k/a Webster Springs
Barbour County
Barboursville
Beckley
Belington
Berkeley County
Brooke County
Buckhannon
Cabell County
Calhoun County
Ceredo
Chapmanville
Charles Town
Charleston
Clarksburg
Clay County
Clendenin
County Commission of Mineral County
County Commission of Monroe County
Delbarton
Doddridge County
Dunbar
Eleanor
Elizabeth
Fairmont
Fayette County
Fort Gay
Gauley Bridge
Gilbert
Glenville
Grafton
Granville
Greenbrier County
Hamlin
Hancock County
Hardy County
Harrison County
Harrisville
Huntington
Hurricane

Jackson County
Jefferson County
Junior
Kanawha County
Kenova
Kermit
Lewis County
Lincoln County
Logan
Logan County
Marion County
Marshall County
Mason County
Matewan
McDowell County
Mercer County
Milton
Mingo County
Monongalia County
Montgomery
Morgantown
Moundsville
Mullens
Nicholas County
Oceana
Ohio County
Parkersburg
Philippi
Pleasants County
Point Pleasant
Preston County
Princeton
Quinwood
Rainelle
Raleigh County
Randolph County
Ravenswood
Richwood
Ripley
Ritchie County
Roane County
Rupert
Saint Albans
Smithers
Sophia
Spencer
St. Mary's

Summersville
Taylor County
The County Commission of Grant County
Tucker County
Tyler County
Upshur County
Vienna
Wayne County
Webster County
Weirton
Welch
West Hamlin
Wetzel County
White Sulphur Springs
Williamson
Williamstown
Winfield
Wirt County
Wood County

Exhibit C

LIST OF WEST VIRGINIA COUNTIES, CITIES, TOWNS AND VILLAGES

Counties

Barbour County
Berkeley County
Boone County
Braxton County
Brooke County
Cabell County
Calhoun County
Clay County
Doddridge County
Fayette County
Gilmer County
Grant County
Greenbrier County
Hampshire County
Hancock County
Hardy County
Harrison County
Jackson County
Jefferson County
Kanawha County
Lewis County
Lincoln County
Logan County
Marion County
Marshall County
Mason County
McDowell County
Mercer County
Mineral County
Mingo County
Monongalia County
Monroe County
Morgan County
Nicholas County
Ohio County
Pendleton County
Pleasants County
Pocahontas County
Preston County
Putnam County
Randolph County

Raleigh County
Ritchie County
Roane County
Summers County
Taylor County
Tucker County
Tyler County
Upshur County
Wayne County
Webster County
Wetzel County
Wirt County
Wood County
Wyoming County

Class II Cities

Beckley
Charleston
Clarksburg
Fairmont
Huntington
Martinsburg
Morgantown
Parkersburg
South Charleston
St. Albans
Vienna
Weirton
Wheeling

Class III Cities

Bethlehem
Bluefield
Bridgeport
Buckhannon
Charles Town
Chester
Dunbar
Elkins
Fayetteville
Follansbee
Grafton
Hinton
Hurricane
Kenova

Keyser
Kingwood
Lewisburg
Madison
Milton
Moorefield
Moundsville
New Martinsville
Nitro
Oak Hill
Paden City
Petersburg
Philippi
Pleasant Valley
Point Pleasant
Princeton
Ranson
Ravenswood
Ripley
Shinnston
Spencer
Summersville
Welch
Wellsburg
Weston
Westover
White Sulphur Springs
Williamson
Winfield

Class IV Towns and Villages
Addison (Webster Springs)
Albright
Alderson
Anawalt
Anmoore
Ansted
Athens
Auburn
Bancroft
Barrackville
Bath (Berkeley Springs)
Bayard
Beech Bottom
Belington
Belle

Belmont
Benwood
Bethany
Beverly
Blacksville
Bolivar
Bradshaw
Bramwell
Brandonville
Bruceton Mills
Buffalo
Burnsville
Cairo
Camden-On-Gauley
Cameron
Capon Bridge
Carpendale
Cedar Grove
Ceredo
Chapmanville
Chesapeake
Clay
Clearview
Clendenin
Cowen
Danville
Davis
Davy
Delbarton
Durbin
East Bank
Eleanor
Elizabeth
Elk Garden E
Ellenboro
Fairview
Falling Spring (Renick)
Farmington
Flatwoods
Flemington
Fort Gay
Franklin
Friendly
Gary
Gassaway
Gauley Bridge

Gilbert
Glasgow
Glen Dale
Glenville
Grant Town
Grantsville
Granville
Hambleton
Hamlin
Handley
Harman
Harpers Ferry
Harrisville
Hartford City
Hedgesville
Hendricks
Hillsboro
Hundred
Huttonsville
Iaeger
Jane Lew
Junior
Kermit
Keystone
Kimball
Leon
Lester
Logan
Lost Creek
Lumberport
Mabscott
Man
Mannington
Marlinton
Marmet
Mason
Masontown
Matewan
McMechen
Meadow Bridge
Middlebourne
Mill Creek
Mitchell Heights
Monongah
Montgomery

Montrose
Mount Hope
Mullens
New Cumberland
New Haven
Newburg
North Hills
Northfork
Nutter Fort
Oakvale
Oceana
Parsons
Paw Paw
Pax
Pennsboro
Peterstown
Piedmont
Pine Grove
Pineville
Poca
Pratt
Pullman
Quinwood
Rainelle
Reedsville
Reedy
Rhodell
Richwood
Ridgeley
Rivesville
Romney
Ronceverte
Rowlesburg
Rupert
Salem
Sand Fork
Shepherdstown
Sistersville
Smithers
Smithfield
Sophia
St. Marys
Star City
Stonewood
Sutton
Sylvester

Terra Alta
Thomas
Thurmond
Triadelphia
Tunnelton
Union
Valley Grove
War
Wardensville
Wayne
West Hamlin
West Liberty
West Logan
West Milford
West Union
White Hall
Whitesville
Williamstown
Windsor Heights
Womelsdorf (Coalton)
Worthington

EXHIBIT D

WEST VIRGINIA LOCAL GOVERNMENT ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against CVS under the terms and conditions set forth in the CVS West Virginia State-Wide Opioid Settlement Agreement executed on September [_], 2022 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against CVS in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to CVS and any other Released Entities within seven (7) business days of the Effective Date.

Dated: _____

[WEST VIRGINIA LOCAL GOVERNMENT]

By :_____
(signature)
[PRINTED NAME]
[TITLE]
[ADDRESS]
[TELEPHONE]
[EMAIL ADDRESS]

EXHIBIT E

WEST VIRGINIA FIRST MEMORANDUM OF UNDERSTANDING

WEST VIRGINIA FIRST
MEMORANDUM OF UNDERSTANDING

General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.

2. "Court" is the West Virginia Mass Litigation Panel.

3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.

5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.

6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.

7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.

8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.

13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.

14. "The Parties" shall mean the State and the Local Governments.

15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.

16. "The State" shall mean the State of West Virginia acting through its Attorney General.

17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

B. Settlement and Judgment Proceeds

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").

2. The Parties shall allocate all Opioid Funds as follows:

   a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the $10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.

   b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-app ealabl e.

ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").

iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.

3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.

4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.

5. If the LG Share is less than $500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.

6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.

7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgements against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.

9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

C. The Opioid Foundation

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.

2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.

3. Board Composition

The Board will consist of 11 members comprising representation as follows:

a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.

b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.

5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.

6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.

7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.

8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.

9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.

10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board

a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.

b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.

c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.

d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).

e. Regions may collaborate with other Regions to submit joint proposals.

f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.

g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.

14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.

15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.

16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

D. Payment of Attorneys' Fees and Litigation Expenses

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

E. Authority to Negotiate and Announcing Resolution of Claims

1. The Court has established three case tracks.

    a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrisey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

F. Amendments

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

EXHIBIT A

SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies **("Core Strategies).**[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

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As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;

2. Expand services for better continuation of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

SCHEDULE B - APPROVED USES

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUB/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

    Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLTI treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

   a. Increase the number of prescribers using PDMPs;

   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction — including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage and support non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. *School-based or youth-focused programs or strategies* that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support *efforts to prevent or reduce overdose deaths or other opioid-related* injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

11. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

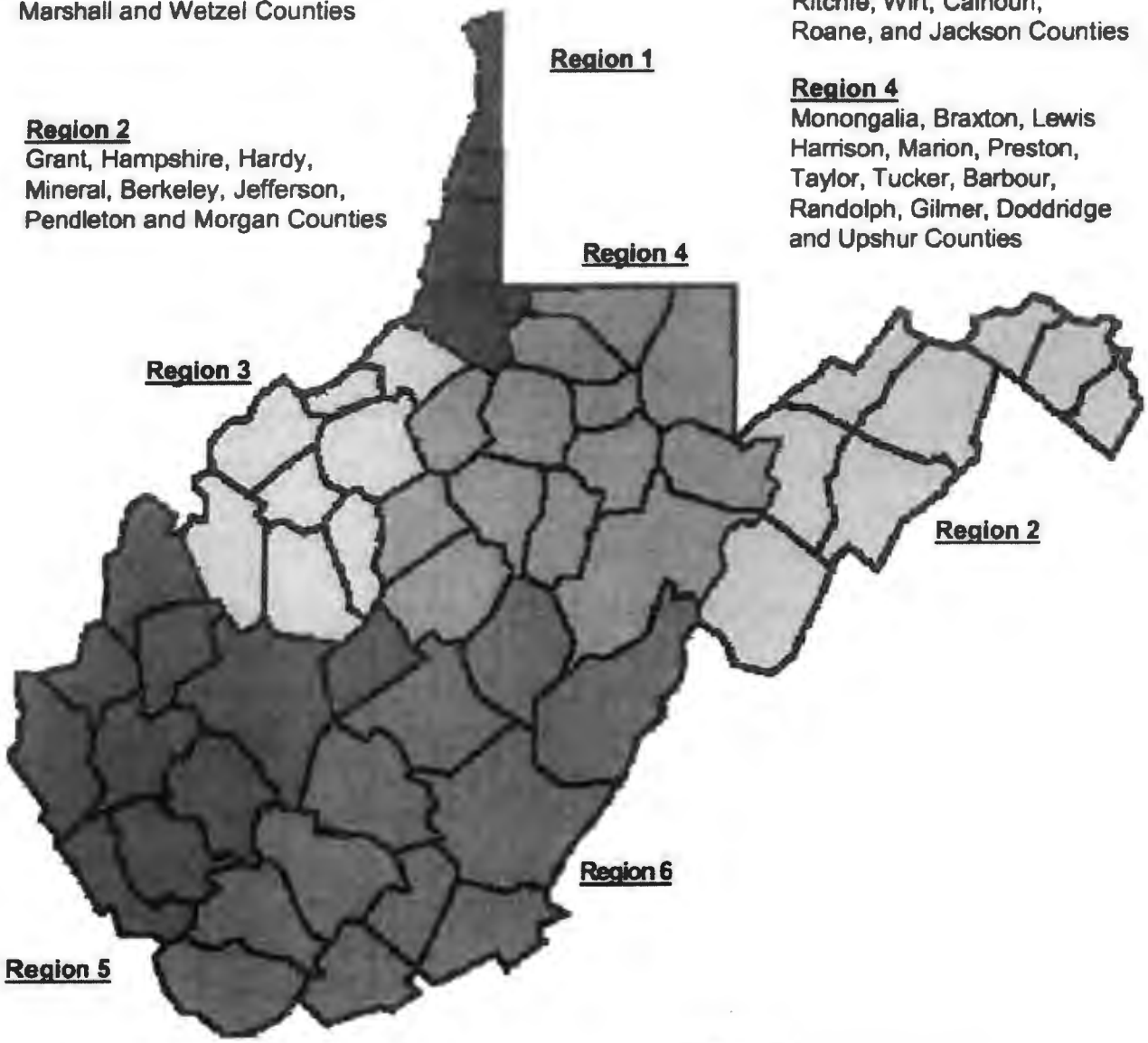
EXHIBIT B.
OPIOID REGIONAL MAP

Region 1
Brooke, Hancock, Ohio
Marshall and Wetzel Counties

Region 2
Grant, Hampshire, Hardy,
Mineral, Berkeley, Jefferson,
Pendleton and Morgan Counties

Region 3
Wood, Tyler, Pleasants,
Ritchie, Wirt, Calhoun,
Roane, and Jackson Counties

Region 4
Monongalia, Braxton, Lewis
Harrison, Marion, Preston,
Taylor, Tucker, Barbour,
Randolph, Gilmer, Doddridge
and Upshur Counties



Region 5
Cabell, Clay, Boone, Kanawha,
Lincoln, Logan, Putnam, Mason,
Mingo, and Wayne Counties

Region 6
Fayette, Monroe, Raleigh, Summers,
Nicholas, Webster, Greenbrier,
Pocahontas, Mercer, Wyoming, and
McDowell Counties

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVI LLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVI LLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAI RMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVI LLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0 0069%
WEST HAMLIN TOWN	LINCOLN	0 0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
Totals		**100.0000%**

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVI LLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVI LLE TOWN	BRAXTON	0.0026%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVI LLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
Totals		**100.0000%**

EXHIBIT F

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION CIVIL ACTION NO. 19-C-9000

THIS DOCUMENT APPLIES TO:

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY, Attorney General

Plaintiff,

v. Civil Action No. 22-C-111 PNM

THE KROGER CO., an Ohio corporation,
KROGER LIMITED PARTNERSHIP I
d/b/a PEYTON'S SOUTHEASTERN,
an Ohio corporation, and
KROGER LIMITED PARTNERSHIP II
d/b/a PEYTON'S NORTHERN, an Ohio corporation.

Defendants

CONSENT JUDGMENT

Plaintiff, the State of West Virginia, ex rel. Patrick Morrissey, Attorney General ("Plaintiff"), brought the above-captioned action against Defendants The Kroger Co., Kroger Limited Partnership I d/b/a Peyton's Southeastern, and Kroger Limited Partnership II d/b/a Peyton's Northern ("Kroger"), alleging, among other things, that Kroger violated West Virginia law by failing to monitor, report, and not ship allegedly suspicious orders of opioid pain medications, by its pharmacists filling prescriptions for opioid pain medications that allegedly were suspicious or were not written for a legitimate medical purpose, and by failing to implement effective controls and procedures to guard against diversion of opioid pain medications; that the foregoing conduct caused a public nuisance in West Virginia; and that Kroger violated the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq. (the "West Virginia AG Action").

In addition, numerous governmental entities in West Virginia, including counties, cities, towns, and villages ("Local Governments") have brought separate lawsuits ("Actions") in various forums against Kroger and certain of its affiliates, among others. These Actions assert claims that arise out of or relate to alleged conduct that is substantially similar to or overlaps with the conduct alleged in the West Virginia AG Action (the "Covered Conduct").

Kroger denies the allegations in the West Virginia AG Action and other Actions and maintains that it has no liability whatsoever to Plaintiff or to any Local Government or other governmental entity (whether such governmental entity has brought or is a party to another Action or not). Plaintiff and Kroger (the "Parties"), by their respective counsel, have agreed to a resolution of the West Virginia AG Action on terms set out in the Kroger West Virginia State-Wide Opioid Settlement Agreement ("Agreement," attached to this judgment), which include the entry of this Consent Judgment by the Court without trial or finding of admission or wrongdoing or liability of any kind. Furthermore, under the Agreement, the West Virginia AG has agreed to obtain releases on behalf of Litigating Local Governments as well as Non-Litigating Local Governments as specified in the Agreement. The intention of the Parties is to resolve and release all Claims of the West Virginia AG and Local Governments, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct as specified in the Agreement. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the West Virginia AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties' consent, IT IS HEREBY ORDERED AS FOLLOWS:

II. PARTIES

1. Defendant The Kroger Co. is an Ohio corporation located in Cincinnati, Ohio.

2. Defendant Kroger Limited Partnership I d/b/a Peyton's Southeastern, a subsidiary of The Kroger Co., is an Ohio corporation located in Cleveland, Tennessee.

3. Defendant Kroger Limited Partnership II d/b/a Peyton's Northern, a subsidiary of The Kroger Co., is an Ohio corporation located in Bluffton, Indiana.

4. Plaintiff has the authority to act in the public interest and on behalf of the people of West Virginia.

III. JURISDICTION

7. This Court has jurisdiction over the Parties and the subject matter of this action.

IV. AGREEMENT

8. The Parties have agreed to resolution of the West Virginia AG Action under the terms of their Agreement, which is attached hereto as Exhibit 1. This Consent Judgment summarizes and gives effect to those terms. In the event of a conflict between the terms of the Agreement and this summary document, the terms of the Agreement shall govern.

V. FINANCIAL TERMS

9. Pursuant to the terms of the Parties' Agreement, Kroger will pay the sum of $68,000,000 (the "Settlement Sum") into the Qualified Settlement Fund as specified in the Agreement, consisting of (1) a Remediation Amount to be allocated in accordance with the West Virginia First Memorandum of Understanding to fund opioid abatement and treatment activities throughout the State and (2) a Litigation Cost Amount to be available to reimburse the reasonable fees, costs and expenses incurred by the State and Litigating Local Governments (or their respective counsel) in connection with their Released Claims against Kroger in the Actions. The Settlement Sum reflects a substantial premium for the State given the unique facts and circumstances

associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum is potentially subject to adjustment as set forth in Section III.C of the Agreement.

10. Through the entry of this Consent Judgment, the Court finds that the Settlement Sum was negotiated in good faith, is fair and is in the in the best interests of the State and the Local Governments and their respective citizens.

VI. INJUNCTIVE TERMS

11. The Parties' agreement on injunctive terms is set forth in Section V of the Agreement. The Parties agree that the Court shall retain jurisdiction to enter an Amended Consent Judgment imposing injunctive terms in accordance with the Agreement, and that the Parties shall confer and agree as to the final form and time of filing of such Amended Consent Judgment prior to its filing with the Court. The Parties further agree that compliance with injunctive terms may only be enforced pursuant to the process set forth in the Agreement and consistent with the terms to be specified in the injunctive provisions set forth in the Amended Consent Judgment.

VII. RELEASES AND DISMISSAL WITH PREJUDICE

12. Plaintiff and Kroger have agreed to the Release of certain claims as provided in Section VII of the Agreement. Such releases are given in good faith and, upon entry of this Consent Judgment, shall be effective as to all Releasors (as defined in the Agreement).

13. Plaintiff's Claims against Kroger are hereby DISMISSED WITH PREJUDICE, with each Party to bear its own costs except as specified in the Agreement.

14. Further, as a condition precedent to the Agreement becoming Effective, all Participating Local Governments were required to execute an Election and Release Form (Exhibit D to the Agreement), through which those Participating Local Governments agreed to be bound by all terms and conditions of the Agreement, including but not limited to the Release of certain claims

provided in Section VII of the Agreement. Such Releases are given in good faith and upon entry of this Consent Judgment shall become effective (a) as to all Litigating Local Governments that have asserted Claims against Kroger as part of any Actions pending before the Court and (b) as to all Non-Litigating Local Governments that, as of the date of this Consent Judgment, have become Participating Local Governments pursuant to Section VIII of the Agreement.

15. The Claims of all Litigating Local Governments that have been asserted against Kroger in Actions pending before this Court are hereby DISMISSED WITH PREJUDICE, with each party to bear its own costs except as specified in the Agreement.[1]

VIII. MISCELLANEOUS

16. This Court retains jurisdiction to enforce the terms of this Consent Judgment, except as provided otherwise by the Agreement. The Parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

17. Entry of this Consent Judgment is in the public interest.

[1] Prior to finalizing and submitting the Consent Judgment to the Court, the Parties will agree upon, and attach as an exhibit to this Consent Judgment, a list of all Actions to be dismissed by the Court.

IT IS SO ORDERED, ADJUDGED AND DECREED, this___ day of [INSERT MONTH] 2023.

_____

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR STATE OF WEST VIRGINIA

PATRICK MORRISEY
ATTORNEY GENERAL

By:
[INSERT]

Date: _____

COUNSEL FOR KROGER DEFENDANTS

By:
[INSERT]

EXHIBIT G

THIS DOCUMENT APPLIES TO ALL CASES

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION	CIVIL ACTION NO. 21-C-9000

CASE MANAGEMENT ORDER

This Case Management Order ("CMO") shall apply to all Non-Participating Litigating Local Governments and future plaintiffs in this Mass Litigation proceeding (collectively, "Plaintiffs"). As used herein, "Defendants" refers to Defendants The Kroger Co., Kroger Limited Partnership I d/b/a Peyton's Southern, and Kroger Limited Partnership II d/b/a Peyton's Northern ("Kroger") as well as any "Released Entity" as that term is defined in the Kroger West Virginia State-Wide Opioid Settlement Agreement dated May [ ], 2023 (the "Settlement Agreement"). As used herein, "Non-Participating Litigating Local Governments" refers to Litigating Local Governments that brought any "Released Claims," as that term is defined in the Settlement Agreement, against Defendants, and have not elected to participate in the Settlement Agreement.

Good cause appearing, it is ordered as follows:

A. Plaintiffs' Requirement, to Produce, Certain, Specified, Information, About *Their Claims*

1. **Plaintiffs' Production Requirements.** Each Plaintiff shall serve the following documents and/or information upon counsel for Defendants within ninety (90) days of the entry of this Order or, in the case of any Plaintiff that commences an action or is added as a

party to an existing action after the entry of this Order, within ninety (90) days of commencing or being added to such action:

(a) **Fact Sheet.** Each Plaintiff shall serve upon the Defendants a completed copy of the Fact Sheet attached as Exhibit 1 to this Case Management Order. The completed Fact Sheet shall include a Certification (in the form contained in Exhibit 1) in which the Plaintiff declares under penalty of perjury that all information provided in the Fact Sheet is complete, true and accurate and that the Plaintiff has provided all required documents and information.

(b) **Record Production.**

(i) Each Plaintiff shall produce all records establishing the existence of any alleged public nuisance within the Plaintiff's territory or borders, including a definition of the alleged nuisance and evidence to support its existence and scope.

(ii) Each Plaintiff shall produce all records supporting any claim for "abatement" relief, including a categorization and itemization of any requested abatement relief, evidence to support each component of such relief, and the geographic area as to which such relief is requested.

(iii) Each Plaintiff shall produce all records supporting any claim for damages, including a categorization and itemization of claimed damages and calculations and evidence for each component of such damages. To the extent a Plaintiff argues that such alleged damages have already been incurred, the Plaintiff shall also specify whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source and provide records evidencing such payment or reimbursement. To the extent the Plaintiff argues that such alleged damages will be incurred in the future, the Plaintiff shall produce all evidence supporting any

allegation that future damages are likely to be incurred and the amounts in which Plaintiff contends such alleged damages are likely to be incurred, and records reflecting whether such future alleged damage will be paid or reimbursed through a grant, insurance or other third party source.

(iv) For any relief involving the expenditure of money, including expenditures for the provision of services, each Plaintiff shall specify the entities that have made or will make the expenditures, when and how long those entities have made or will make the expenditures, and the nature of the expenditures, including how they have addressed or will address any and all alleged harms. *Each Plaintiff shall produce all documents relied upon in* identifying or calculating the claimed relief.

(v) Each Plaintiff seeking any form of relief based directly or indirectly upon allegedly inappropriate prescriptions shall identify the specific prescriptions alleged to have been inappropriate, to whom and by whom the specific prescriptions alleged to have been inappropriate were written, the pharmacy(ies) that filled each specific prescription alleged to have been inappropriate, whether the Plaintiff was reimbursed for any or all of the specific prescriptions alleged to have been inappropriate, and the Plaintiff's basis for identifying the specific prescriptions alleged to have been inappropriate.

(c) **Affidavit.** An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit 1 to this CMO; (ii) attesting that records have been collected in compliance with this CMO; and *(iii) attesting that all records collected have been produced pursuant to this CMO.* If any of the documents or records described in this Section B do not exist, the signed affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

(d) **Expert Reports.** Each Plaintiff shall serve on counsel for Defendants a case-specific expert report or reports executed by one or more qualified expert(s), under oath, and subject to the penalties of perjury (a "Case-Specific Expert Report"). Each Case-Specific Expert Report shall include all matter required to comply with West Virginia Rule of Civil Procedure 26, West Virginia law, and at least:

(i) *Plaintiff's Information.* The Plaintiff's name;

(ii) *Expert's Information.* The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) yeans, and the foundation for the expert's opinion in relation to the expert's professional experience;

(iii) *Records.* All records reviewed by the expert in preparation of the Case-Specific Expert Report;

(iv) *Reliance Materials.* All materials relied on by the expert in preparation of the Case-Specific Expert Report;

(v) *Locations.* If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity how Plaintiff has been affected by any alleged public nuisance and copies of documents relied upon, if any, as evidence of such alleged effect.

(vi) *Subjects of Report(s).* The Case-Specific Expert Report(s) must collectively include all matters on which the expert(s) intend to opine, including but not limited to the following:

(1) Whether the records reviewed by the expert(s) indicate that the Plaintiff suffered any injury or damage and, if so, the nature of the alleged injury or damage;

(2) Whether the records reviewed by the expert(s) indicate the existence of any alleged nuisance and, if so, the nature of the alleged nuisance;

(3) Whether the Plaintiff's records reviewed by the expert(s) indicate that Defendants engaged in any wrongful conduct and, if so, the nature of that allegedly wrongful conduct;

(4) An opinion explaining the basis for any contention that the Plaintiff incurred damages caused by the Defendants' alleged conduct;

(5) An opinion explaining the basis for any contention that the Defendants' alleged conduct forming the basis for the Plaintiff's claims is continuing;

(6) An opinion explaining the basis for any contention that any relief sought would "abate" any alleged public nuisance;

(7) An opinion explaining how the alleged public nuisance identified by the expert differs from and is not subsumed within the alleged public nuisance addressed by the Settlement Agreement; and

(8) An opinion quantifying the relief requested by the Plaintiff, including any "abatement" relief, damages, and statutory penalties, with specific calculations and evidence for each component of such relief, prepared and sworn/affirmed to by such expert and subject to the penalties of perjury.

2. Deadline to comply.

(a) For each Plaintiff with claims pending against Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced within ninety (90) days of the entry of this CMO, if its claims have not been dismissed with prejudice by that date.

(b) For any Plaintiff with claims newly filed in or transferred to this proceeding against Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

(c) All litigation deadlines applicable to Defendants in a given case shall be stayed until the Plaintiff in that case has produced the items required by Section B.1.

3. Failure to comply.

(a) *Notice of Non-Compliance and Opportunity to Cure.* If any Plaintiff fails to comply with any provision of this Order, including the requirement to provide each and every fact, record and expert opinion required to be produced pursuant to Section A. 1 of this Order, Defendants shall provide Plaintiff written notice of such non-compliance ("Notice of Non-Compliance") specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff's complaint, shall be held in abeyance.

(b) *Failure to Cure.* If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Defendants, the Plaintiff's claims, as well as any derivative claim(s), will be dismissed with prejudice as against Defendants.

(c) ***Extensions of Time.*** The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff's complaint, shall be held in abeyance.

B. Discovery on Statute of Limitations and Other Time-Based Defenses

1. Each Plaintiff must, within the time frames established by Section A.2, serve upon counsel for the Defendants an affidavit signed by the Plaintiff and its counsel providing the following information:

(a) the date the Plaintiff first learned of the harms alleged in its complaint;

(b) how the Plaintiff first learned of the harms alleged in its complaint;

(c) the date the Plaintiff first learned of each aspect of the Defendants' alleged conduct;

(d) how the Plaintiff first learned of each aspect of the Defendants' alleged conduct;

(e) the date the Plaintiff first learned that the harms alleged in its complaint may be related to each aspect of Defendants' alleged conduct;

(f) how the Plaintiff first learned the harms alleged in its complaint may be related to Defendants' alleged conduct;

(g) the date the Plaintiff first spoke to or corresponded with an attorney about the harms alleged in the Plaintiff's complaint, the Defendants' alleged conduct, and/or potential litigation in this matter; and

(h) the date the Plaintiff first retained counsel in connection with this matter.

2. Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

C. **Case-Specific Discovery and Related Dispositive Motion Practice**

1. If a Plaintiff complies with the production requirements outlined above in Sections A and B, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Parties one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct discovery on issues raised by the productions; and (b) sets a briefing schedule that gives the Parties forty-five (45) days from the close of discovery for the Parties to submit summary judgment motions and motions to exclude expert testimony, twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

2. During such discovery, the Parties are permitted to serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of both fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Defendants questioning first at each deposition. If a Plaintiff serves any written discovery upon Defendants, the Parties shall meet and confer about an appropriate deadline for responding to such discovery, which deadline shall be at least sixty (60) days after service of such discovery. The Court's use of the term "specific to the Plaintiff" is intended to express the Court's intention not to permit additional "generic" discovery against the Defendants at this time. No other depositions

may be taken during the expedited discovery period absent prior leave granted by the Court upon a showing of good cause.

3. If a case survives the Defendants' summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative discovery is necessary and to discuss other case management issues. Discovery with regard to any other defendants will be addressed at this time as well. The filing and briefing of summary judgment motions and motions to exclude expert testimony after the expedited discovery discussed above shall not prejudice or otherwise foreclose the opportunity for any Party or other defendant to file later, non-duplicative summary judgment and motions to exclude expert testimony after completing full fact and expert discovery. The Court's use of the term "non-duplicative" is intended to express the Court's intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion of the expedited discovery period or motions to exclude expert testimony concerning witnesses addressed in motions to exclude expert testimony filed at the conclusion of the expedited discovery period.

4. The foregoing provisions do not preclude Defendants from filing nonduplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: _____

_____

Lead Presiding Judge

A-1

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, May 3, 2023, through Tuesday, May 9, 2023

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, Thursday, May 4, 2023, 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, **GLENN ROBERT SCHEUVRONT** was appointed and qualified as ADMINISTRATOR of the estate of **HEATHER CHRISTINE SCHEUVRONT**, deceased. No bond was required.

On, Friday, May 5, 2023, the following matters were disposed of in the presence of the Clerk:

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 EXECUTRIX thereof, qualified as such. No bond was required.

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

JOHN SALATHIEL LANHAM, who was named in the last will and testament of **MARY KATHERINE LANHAM**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, May 8, 2023, 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, **BRENDA SUE PLETCHER** was appointed and qualified as ADMINISTRATRIX of the estate of **LORI ANN PLETCHER**, deceased. Bond was 2,700.00.

A duly certified copy of the last will and testament of **PATRICIA A NICHOLSON**, deceased, late a resident of WOOD, WEST VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of **BENJAMIN MORTIMER STOUT III**, deceased, late a resident of OHIO, WEST VIRGINIA, was admitted to record.

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

MICKEY SHAWN MOSSOR, who was named in the last will and testament of **SANDRA SUE MOSSOR**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **DALTON DALE MARPLE**, deceased, late a resident of LEVY, FLORIDA, was admitted to record.

John R Spires
Clerk of the Harrison County Commission

Wednesday, May 17, 2023

Confirmed

C-1

Sun Valley Public Service District - Sewer Fund
Budget
Fiscal Years 2023-2024

	Budget 2023-2024
OPERATING REVENUES	
WASTE WATER REVENUES (46,362)	585,816
TREATMENT EXPENSES (11,989 avg/mth)	160,068
GROSS REVENUES	425,748
EMPLOYEE EXPENSES	
Payroll Operations	118,266
Pension & Benefits (Retirement & Medical)	36,343
Payroll Taxes & Workers Compensation	11,791
Total Payroll & Related Expenses	166,400
REVENUE AFTER PAYROLL & RELATED EXPENSES	259,348
OPERATING EXPENSES	
Operating Supplies	12,000
Maintenance	13,008
Outside Services	39,456
Insurance	11,064
Transportation & Fuel	9,420
General Office	12,816
Power	10,740
Miscellaneous - Allowance for Bad Debt	2,208
Miscellaneous - Repay Water Loan	0
Miscellaneous - Hepzibah Maintenance Help	264
Bond Payments	186,542
Operating Expenses	297,518
OPERATING INCOME/LOSS (-)	(38,170)
NON OPERATING REVENUES & EXPENSES	
Interest Revenue	744
Interest Expense	0
Miscellaneous Revenue - Hepzibah	32,880
OPERATING INCOME/LOSS(-)	(4,546)
2.5% OF OPERATING REVENUES TO SAVINGS FOR BONDS	14,645
SENATE BILL 234	30,254
DEPRECIATION	366,679
NET PROFIT/LOSS(-)	(416,124)

Sun Valley Public Service District - Water Fund
Budget
Fiscal Years 2023-2024

	Budget 2023-2024
OPERATING REVENUES	
WATER SALES (100,049 avg /mth)	1,268,640
PURCHASED WATER EXPENSES (22,607 avg/mth)	255,492
GROSS REVENUES	1,013,148
EMPLOYEE EXPENSES	
Payroll Operations	254,955
Pension & Benefits (Retirement & Medical)	84,801
Payroll Taxes & Workers Compensation	25,686
Total Payroll & Related Expenses	365,442
REVENUE AFTER PAYROLL & RELATED EXPENSES	647,706
OPERATING EXPENSES	
Maintenance	57,420
Outside Services	41,220
General Office	29,856
Insurance	25,980
Transportation & Fuel	18,000
Supplies	10,668
Power Purchased	27,540
Miscellaneous & Hepzibah Help	1,332
Miscellaneous - Allowance for Bad Debt	5,100
Bond Payments	402,950
Operating Expenses	620,066
OPERATING INCOME/LOSS (-)	27,640
NON OPERATING REVENUES & EXPENSES	
Interest Revenue	168
Interest Expense	0
Miscellaneous Revenue & Hepzibah	46,224
OPERATING INCOME/LOSS (-)	74,032
2.5% OF OPERATING REVENUES TO SAVINGS FOR BONDS	31,716
SENATE BILL 234	85,972
DEPRECIATION	359,985
NET PROFIT/LOSS(-)	(403,641)

SUN VALLEY PUBLIC SERVICE DISTRICT
POST OFFICE BOX 95
18 SABLE CIRCLE
REYNOLDSVILLE, WV 26422-0095
304-623-9609

Richard Dale, Chairman
Connor Thompson, Treasurer
Sandra Patterson, Secretary
Kevin Short, General Manager

May 9, 2023

We, the members of the Sun Valley Public Service District's Board of Directors, approved the water and sewer operating budgets for the fiscal year 2023 - 2024.

Richard Dale, Chairman

Sandra Patterson, Secretary

Connor Thompson, Treasurer

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the US Department of Agriculture, Office of the Assistant Secretary, 1400 Independence Avenue, SW, Washington, DC 20250-9410. (866) 632-2992

Sun Valley Public Service District

Regular Board Meeting

Tuesday, April 11, 2023

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

Present	Employees	Also Present
Gregg Dale	Kevin Short	Jason Graser/Edward Jones
Connor Thompson	Cathy Sparks	
Sandra Patterson		

Kevin informed the Board that Jason Glaser was at the meeting this evening to discuss investment options for Sun Valley Public Service District. Jason said he is located in Fairmont, WV and he has been going to numerous PSD's in helping them to get a little extra money on accounts that they already have. He said this is mainly for long term loans. such as, a USDA loan and some places have a water tank paying fund and customer security deposits, etc. Jason said that they work with Bennett & Dobbins and we are more than welcomed to give Zach a call and speak to him about their business. Kevin and Mr. Graser and the Board discussed this in detail.

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the Regular Board meeting on Tuesday, March 14, 2023, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Sandra Patterson made a motion to approve the Check Signed Document dated 3/16/23 through 4/11/23. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

3. **Manager's Report**

A. Kevin and Cathy discussed with the Board the account we have with Payargo in detail.
B. Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and advised the Board that all of the Bond payments are paid to date.
C. Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on March 24, 2023 and discussed.
D. Kevin informed the Board that he and Cathy have pretty much decided to go with Huntington Bank. Cathy has been working on which bank would be the best one and since she is the one who will be dealing with them the most, they both feel that Huntington Bank is the best. Kevin said they will order checks next month and get everything set up with Huntington Bank, then that will give us May and June for all checks to clear at Chase Bank so hopefully, we can close all accounts with them the first of July.
E. Kevin provided the Board with a copy of the Water and Sewer Spreadsheets that show the total amount billed compared to the total amount purchased for the month of March, 2023 and the total outstanding when the disconnects are mailed each month. Kevin and the Board discussed

this in detail.

F. Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 3/31/23 and discussed.

G. Kevin provided the Board with a copy of the Final Accounts that Customers are over 60 days past due and discussed.

H. Kevin provided the Board with a copy of the May, 2023 calendar and discussed.

4. Next Board Meeting

Sandra Patterson announced that the next Board Meeting would be May 9, 2023.

5. Adjournment

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

Chairman

Treasurer

_____

Secretary

aja

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

** OPEN INVOICES ** DUE DATE: 4/30/23 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 4/30/23 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 392 000 00	TRANSPORTATION EQUIPMENT	1	1,000.00	1	1,000.00
B	80 622 000 00	POWER PURCHASED FOR PUMPING	1	355.48	1	355.48
B	80 641 000 00	OPERATION SUPPLIES & EXPENSE	1	42.38	1	42.38
B	80 651 100 00	MAINTENANCE OF MAINS	1	15.37	1	15.37
B	80 653 000 00	MAINTENANCE OF METERS	1	283.65	1	283.65
B	80 663 000 00	METER EXPENSES	2	3,309.15	2	3,309.15
B	80 921 100 00	OFFICE SUPPLIES & OTHER EXPENS	3	166.06	3	166.06
B	80 921 300 00	TELEPHONE EXPENSES	1	.74	1	.74
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	9	20,825.00	9	20,825.00
B	80 928 000 00	REGULATORY COMMISSION EXPENSE	2	5,537.72	2	5,537.72
	FUND# 80	WATER FUND	22	31,535.55	22	31,535.55
B	81 703 000 00	SUPPLIES & EXPENSES	1	18.16	1	18.16
B	81 724 000 00	PUMPING SUPPLIES & EXPENSES	1	8.03	1	8.03
B	81 793 000 00	GENERAL & MISC SUPPLIES & EXP	3	71.17	3	71.17
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	27	27,432.90	27	27,432.90
B	81 797 000 00	REGULATORY COMMISSION EXPENSES	2	2,373.30	2	2,373.30
B	81 807 200 00	TELEPHONE EXPENSE	1	.31	1	.31
	FUND# 81	SEWER FUND	35	29,903.87	35	29,903.87
		ALL FUNDS	57	61,439.42	57	61,439.42

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

** OPEN INVOICES ** DUE DATE: 4/30/23 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 4/30/23 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 392 000 00	TRANSPORTATION EQUIPMENT	1	1,000.00	1	1,000.00
B	80 622 000 00	POWER PURCHASED FOR PUMPING	1	355.48	1	355.48
B	80 641 000 00	OPERATION SUPPLIES & EXPENSE	1	42.38	1	42.38
B	80 651 100 00	MAINTENANCE OF MAINS	1	15.37	1	15.37
B	80 653 000 00	MAINTENANCE OF METERS	1	283.65	1	283.65
B	80 [illegible] 000 00	METER EXPENSES	2	3,309.15	2	3,309.15
[illegible]	[illegible]	OFFICE SUPPLIES & OTHER EXPENS	3	166.06	3	166.06
[illegible]	[illegible]	TELEPHONE EXPENSES	1	.74	1	.74
[illegible]	[illegible]	OUTSIDE SERVICES-ACCOUNTING	9	20,825.00	9	20,825.00
[illegible]	[illegible]	REGULATORY COMMISSION EXPENSE	2	5,537.72	2	5,537.72
	FUND# 80	WATER FUND	22	31,535.55	22	31,535.55
[illegible]	[illegible]	SUPPLIES & EXPENSES	1	18.16	1	18.16
[illegible]	[illegible]	PUMPING SUPPLIES & EXPENSES	1	8.03	1	8.03
[illegible]	[illegible]	GENERAL & MISC SUPPLIES & EXP	3	71.17	3	71.17
[illegible]	[illegible]	OUTSIDE SERVICES-ACCOUNTING	27	27,432.90	27	27,432.90
B	[illegible]	REGULATORY COMMISSION EXPENSES	2	2,373.30	2	2,373.30
B	81 807 200 00	TELEPHONE EXPENSE	1	.31	1	.31
	FUND# 81	SEWER FUND	35	29,903.87	35	29,903.87
		ALL FUNDS	57	61,439.42	57	61,439.42

C-4

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
May 17, 2023
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. P&B Services, LLC
   - 3.1 Package Plant Report
4. Bennett and Dobbins, PLLC
   - 4.1 Edward Jones paperwork to open new accounts
   - 4.2 Drawdowns – Review, discuss and act.
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   - 5.1 Sewer Check Register and debit card transactions
   - 5.2 Water Check Register
6. The Thrasher Group, Inc.
   - 6.1 Sewer
     - 6.1.a. Phase II – Review, discuss and act
       - Project Update
     - 6.1.b. Enterprise – Review, discuss and act
       - Project Update
     - 6.1.c. Sludge – Review, discuss and act
       - Construction update
       - Change Order #1
       - Substantial Completion
     - 6.1.d. Quiet Dell – Review, discuss and act
       - Project Update
     - 6.1.e. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
       - Project Update
     - 6.1.f. 10-year Plan- Review, discuss and act
       - General Discussion
     - 6.1.g. River Crossings – Review, discuss and act
       - Project Discussion
   - 6.2 Water
     - 6.2.a. Steven's Run – Review, discuss and act
       - Construction Update
       - Change Order
     - 6.2.b. Overall Water Project – Review, discuss and act

- Project Discussion

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

- General Discussion

7. Bill Hoover – General Manager
   - 7.1 Water
     - 7.1.a. Water Loss Report
     - 7.1.b. Water Leak Report
     - 7.1.c. General Updates
   - 7.2 Sewer
     - 7.2.a. General Updates
   - 7.3 Good of the District
     - 7.3.a. General Update
     - 7.3.b. Edward Jones
     - 7.3.c. Lease agreement DNR boat ramp – Review, discuss and act
8. Sam Harold – Mountain State Law
   - 8.1 Available for general consult
9. Executive Session

Adjournment of meeting

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

C-5

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
04/01/2023 - 04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	168,727.44	207,153.33	(38,425.89)	97.37%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	34.10	38.33	(4.23)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,628.69	111.67	3,517.02	2.09%
QUIET DELL LEASE	500.00	500.00	-	0.29%
TAP FEES	400.00	487.50	(87.50)	0.23%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	173,290.23	208,290.83	(35,000.60)	
EXPENSES				
ACCT, BILLING, & COLLECTING	6,322.99	6,147.50	175.49	2.59%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	580.50	222.50	358.00	0.24%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	27,929.33	(3,318.48)	10.07%
DIRECTORS FEES	526.46	489.58	36.88	0.22%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,076.50	6,176.25	(1,099.75)	2.08%
LAB SERVICE	511.20	953.33	(442.13)	0.21%
LABOR	30,486.18	31,048.58	(562.40)	12.48%
MAINTENANCE	17,611.91	14,513.33	3,098.58	7.21%
MISCELLANEOUS EXPENSE	-	841.67	(841.67)	0.00%
OFFICE SUPPLIES & EXPENSE	-	256.67	(256.67)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	8,794.97	5,728.33	3,066.64	3.60%
POWER PURCHASED	3,581.57	4,091.67	(510.10)	1.47%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	2,057.50	(2,057.50)	0.00%
REGULATORY COMMISSION	-	875.00	(875.00)	0.00%
RENEWAL & REPLACEMENT	50,909.56	5,194.17	45,715.39	20.84%
RENT EXPENSE	2,500.00	2,500.00	-	1.02%
TAXES	2,637.06	2,412.67	224.39	1.08%
TRANSPORTATION	3,202.66	4,394.17	(1,191.51)	1.31%
UTILITIES	1,004.95	824.17	180.78	0.41%
WATER PURCHASED	85,930.78	85,862.58	68.20	35.18%
TOTAL EXPENSES	244,288.14	202,519.00	41,769.14	
NET SURPLUS (DEFICIT)	(70,997.91)	5,771.83	(76,769.74)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
04/01/2023 - 04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	207,633.03	229,330.00	(21,696.97)	93.73%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.13%
INTEREST INCOME	74.38	64.17	10.21	0.03%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	850.00	1,850.00	(1,000.00)	0.38%
UNUSUAL CHARGE	10,458.12	17,990.00	(7,531.88)	4.72%
TOTAL INCOME	221,515.53	251,734.17	(30,218.64)	
EXPENSES				
ACCT, BILLING, & COLLECTING	1,234.20	1,459.92	(225.72)	0.49%
BRIDGEPORT SANITARY BOARD	12,301.74	6,030.83	6,270.91	4.85%
TOWN OF WORTHINGTON	2,433.12	12,500.00	(10,066.88)	0.96%
CHEMICALS	1,620.00	457.50	1,162.50	0.64%
CLARKSBURG SANITARY BOARD	2,414.00	2,378.33	35.67	0.95%
DEBT SERVICE	112,379.86	112,119.92	259.94	44.30%
DIRECTORS FEES	473.54	293.75	179.79	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,137.38	8,179.67	(3,042.29)	2.02%
LAB SERVICE	2,165.60	594.17	1,571.43	0.85%
LABOR	15,986.51	22,163.42	(6,176.91)	6.30%
MAINTENANCE	8,610.34	15,617.08	(7,006.74)	3.39%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	2,275.63	1,358.33	917.30	0.90%
OUTSIDE SERVICES/CONTRACT LABOR	26,851.96	16,211.67	10,640.29	10.58%
POWER PURCHASED	16,357.64	15,188.25	1,169.39	6.45%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	1,454.50	(1,454.50)	0.00%
REGULATORY COMMISSION	-	1,351.42	(1,351.42)	0.00%
RENEWAL & REPLACEMENT	37,695.27	12,540.17	25,155.10	14.86%
RENT EXPENSE	-	-	-	0.00%
TAXES	756.50	1,937.08	(1,180.58)	0.30%
TRANSPORTATION	2,880.77	2,951.75	(70.98)	1.14%
UTILITIES	2,132.22	1,176.67	955.55	0.84%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	253,706.28	235,964.42	17,741.86	
NET SURPLUS (DEFICIT)	(32,190.75)	15,769.75	(47,960.50)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
04/01/2023 - 04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	376,360.47	436,483.33	(60,122.86)	95.33%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.63%
INTEREST INCOME	108.48	102.50	5.98	0.03%
MISCELLANEOUS/RECONNECT FEES	3,628.69	111.67	3,517.02	0.92%
QUIET DELL LEASE	500.00	500.00	-	0.13%
TAP FEES	1,250.00	2,337.50	(1,087.50)	0.32%
UNUSUAL CHARGE	10,458.12	17,990.00	(7,531.88)	2.65%
TOTAL INCOME	394,805.76	460,025.00	(65,219.24)	
EXPENSES				
ACCT, BILLING, & COLLECTING	7,557.19	7,607.42	(50.23)	1.52%
BRIDGEPORT SANITARY BOARD	12,301.74	6,030.83	6,270.91	2.47%
TOWN OF WORTHINGTON	2,433.12	12,500.00	(10,066.88)	0.49%
CHEMICALS	2,200.50	680.00	1,520.50	0.44%
CLARKSBURG SANITARY BOARD	2,414.00	2,378.33	35.67	0.48%
DEBT SERVICE	136,990.71	140,049.25	(3,058.54)	27.51%
DIRECTORS FEES	1,000.00	783.33	216.67	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	10,213.88	14,355.92	(4,142.04)	2.05%
LAB SERVICE	2,676.80	1,547.50	1,129.30	0.54%
LABOR	46,472.69	53,212.00	(6,739.31)	9.33%
MAINTENANCE	26,222.25	30,130.42	(3,908.17)	5.27%
MISCELLANEOUS EXPENSE	-	841.67	(841.67)	0.00%
OFFICE SUPPLIES & EXPENSE	2,275.63	1,615.00	660.63	0.46%
OUTSIDE SERVICES/CONTRACT LABOR	35,646.93	21,940.00	13,706.93	7.16%
POWER PURCHASED	19,939.21	19,279.92	659.29	4.00%
PROPERTY/LIABILITY & INJURIES INSURANCE	-	3,512.00	(3,512.00)	0.00%
REGULATORY COMMISSION	-	2,226.42	(2,226.42)	0.00%
RENEWAL & REPLACEMENT	88,604.83	17,734.33	70,870.50	17.79%
RENT EXPENSE	2,500.00	2,500.00	-	0.50%
TAXES	3,393.56	4,349.75	(956.19)	0.68%
TRANSPORTATION	6,083.43	7,345.92	(1,262.49)	1.22%
UTILITIES	3,137.17	2,000.83	1,136.34	0.63%
WATER PURCHASED	85,930.78	85,862.58	68.20	17.26%
TOTAL EXPENSES	497,994.42	438,483.42	59,511.00	
NET SURPLUS (DEFICIT)	(103,188.66)	21,541.58	(124,730.24)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2022 - 04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,808,463.99	2,071,533.33	(263,069.34)	95.86%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	350.26	383.33	(33.07)	0.02%
MISCELLANEOUS/RECONNECT FEES	65,468.25	1,116.67	64,351.58	3.47%
QUIET DELL LEASE	4,500.00	5,000.00	(500.00)	0.24%
TAP FEES	7,700.00	4,875.00	2,825.00	0.41%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,886,482.50	2,082,908.33	(196,425.83)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	63,453.27	61,475.00	1,978.27	3.11%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	2,100.01	2,225.00	(124.99)	0.10%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	246,108.50	279,293.33	(33,184.83)	12.06%
DIRECTORS FEES	4,730.86	4,895.83	(164.97)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	63,391.20	61,762.50	1,628.70	3.11%
LAB SERVICE	9,208.90	9,533.33	(324.43)	0.45%
LABOR	306,583.54	310,485.83	(3,902.29)	15.03%
MAINTENANCE	127,862.20	145,133.33	(17,271.13)	6.27%
MISCELLANEOUS EXPENSE	0.35	8,416.67	(8,416.32)	0.00%
OFFICE SUPPLIES & EXPENSE	668.48	2,566.67	(1,898.19)	0.03%
OUTSIDE SERVICES/CONTRACT LABOR	71,407.39	57,283.33	14,124.06	3.50%
POWER PURCHASED	37,375.27	40,916.67	(3,541.40)	1.83%
PROPERTY/LIABILITY & INJURIES INSURANCE	25,810.73	20,575.00	5,235.73	1.27%
REGULATORY COMMISSION	7,619.29	8,750.00	(1,130.71)	0.37%
RENEWAL & REPLACEMENT	174,902.49	51,941.67	122,960.82	8.57%
RENT EXPENSE	25,000.00	25,000.00	-	1.23%
TAXES	26,519.48	24,126.67	2,392.81	1.30%
TRANSPORTATION	32,835.17	43,941.67	(11,106.50)	1.61%
UTILITIES	10,210.70	8,241.67	1,969.03	0.50%
WATER PURCHASED	804,491.29	858,625.83	(54,134.54)	39.43%
TOTAL EXPENSES	2,040,279.12	2,025,190.00	15,089.12	100.00%
NET SURPLUS (DEFICIT)	(153,796.62)	57,718.33	(211,514.95)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2022 -04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,231,446.08	2,293,300.00	(61,853.92)	90.28%
FACILITIES CHARGE	25,000.00	25,000.00	-	1.01%
INTEREST INCOME	722.08	641.67	80.41	0.03%
MISCELLANEOUS/RECONNECT FEES	14,216.80	-	14,216.80	0.58%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	9,900.00	18,500.00	(8,600.00)	0.40%
UNUSUAL CHARGE	190,433.15	179,900.00	10,533.15	7.70%
TOTAL INCOME	2,471,718.11	2,517,341.67	(45,623.56)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	14,833.15	14,599.17	233.98	0.64%
BRIDGEPORT SANITARY BOARD	91,070.74	60,308.33	30,762.41	3.96%
TOWN OF WORTHINGTON	14,624.68	125,000.00	(110,375.32)	0.64%
CHEMICALS	10,162.50	4,575.00	5,587.50	0.44%
CLARKSBURG SANITARY BOARD	18,674.50	23,783.33	(5,108.83)	0.81%
DEBT SERVICE	1,123,798.60	1,121,199.17	2,599.43	48.85%
DIRECTORS FEES	4,469.14	2,937.50	1,531.64	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	54,684.00	81,796.67	(27,112.67)	2.38%
LAB SERVICE	8,441.95	5,941.67	2,500.28	0.37%
LABOR	197,869.69	221,634.17	(23,764.48)	8.60%
MAINTENANCE	160,631.57	156,170.83	4,460.74	6.98%
MISCELLANEOUS EXPENSE	0.01	-	0.01	0.00%
OFFICE SUPPLIES & EXPENSE	15,581.57	13,583.33	1,998.24	0.68%
OUTSIDE SERVICES/CONTRACT LABOR	165,550.26	162,116.67	3,433.59	7.20%
POWER PURCHASED	146,786.47	151,882.50	(5,096.03)	6.38%
PROPERTY/LIABILITY & INJURIES INSURANCE	20,775.27	14,545.00	6,230.27	0.90%
REGULATORY COMMISSION	11,441.39	13,514.17	(2,072.78)	0.50%
RENEWAL & REPLACEMENT	186,994.19	125,401.67	61,592.52	8.13%
RENT EXPENSE	-	-	-	0.00%
TAXES	10,156.14	19,370.83	(9,214.69)	0.44%
TRANSPORTATION	27,936.58	29,517.50	(1,580.92)	1.21%
UTILITIES	16,115.78	11,766.67	4,349.11	0.70%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	2,300,598.18	2,359,644.17	(59,045.99)	100.00%
NET SURPLUS (DEFICIT)	171,119.93	157,697.50	13,422.43	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2022 -04/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	4,039,910.07	4,364,833.33	(324,923.26)	92.70%
FACILITIES CHARGE	25,000.00	25,000.00	-	0.57%
INTEREST INCOME	1,072.34	1,025.00	47.34	0.02%
MISCELLANEOUS/RECONNECT FEES	79,685.05	1,116.67	78,568.38	1.83%
QUIET DELL LEASE	4,500.00	5,000.00	(500.00)	0.10%
TAP FEES	17,600.00	23,375.00	(5,775.00)	0.40%
UNUSUAL CHARGE	190,433.15	179,900.00	10,533.15	4.37%
TOTAL INCOME	4,358,200.61	4,600,250.00	(242,049.39)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	78,286.42	76,074.17	2,212.25	1.80%
BRIDGEPORT SANITARY BOARD	91,070.74	60,308.33	30,762.41	2.10%
TOWN OF WORTHINGTON	14,624.68	125,000.00	(110,375.32)	0.34%
CHEMICALS	12,262.51	6,800.00	5,462.51	0.28%
CLARKSBURG SANITARY BOARD	18,674.50	23,783.33	(5,108.83)	0.43%
DEBT SERVICE	1,369,907.10	1,400,492.50	(30,585.40)	31.56%
DIRECTORS FEES	9,200.00	7,833.33	1,366.67	0.21%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	118,075.20	143,559.17	(25,483.97)	2.72%
LAB SERVICE	17,650.85	15,475.00	2,175.85	0.41%
LABOR	504,453.23	532,120.00	(27,666.77)	11.62%
MAINTENANCE	288,493.77	301,304.17	(12,810.40)	6.65%
MISCELLANEOUS EXPENSE	0.36	8,416.67	(8,416.31)	0.00%
OFFICE SUPPLIES & EXPENSE	16,250.05	16,150.00	100.05	0.37%
OUTSIDE SERVICES/CONTRACT LABOR	236,957.65	219,400.00	17,557.65	5.46%
POWER PURCHASED	184,161.74	192,799.17	(8,637.43)	4.24%
PROPERTY/LIABILITY & INJURIES INSURANCE	46,586.00	35,120.00	11,466.00	1.07%
REGULATORY COMMISSION	19,060.68	22,264.17	(3,203.49)	0.44%
RENEWAL & REPLACEMENT	361,896.68	177,343.33	184,553.35	8.34%
RENT EXPENSE	25,000.00	25,000.00	-	0.58%
TAXES	36,675.62	43,497.50	(6,821.88)	0.84%
TRANSPORTATION	60,771.75	73,459.17	(12,687.42)	1.40%
UTILITIES	26,326.48	20,008.33	6,318.15	0.61%
WATER PURCHASED	804,491.29	858,625.83	(54,134.54)	18.53%
TOTAL EXPENSES	4,340,877.30	4,384,834.17	(43,956.87)	100.00%
NET SURPLUS (DEFICIT)	17,323.31	215,415.83	(198,092.52)	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
April 2023

OPERATING ACTIVITIES		
Net Income (Loss)	$	(70,997.91)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	$	66.52
Accounts Payable	$	1,638.34
Customer Deposits	$	1,552.20
Due (From) To Sewer Fund	$	(72,961.78)
Net cash provided by Operating Activities	$	(140,702.63)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	-
	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	(140,702.63)
Cash at beginning of period	$	1,199,762.83
Cash at end of period	**$**	**1,059,060.20**
Unrestricted Cash	$	497,252.85
Restricted Cash		
Depreciation Reserve	$	359,586.50
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	90,000.00
Customer Deposits	$	85,572.85
Total Restricted Cash	$	561,807.35
Total Unrestricted & Restricted Cash	**$**	**1,059,060.20**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
April 2023

OPERATING ACTIVITIES		
Net Income (Loss)	$	(32,190.75)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	$	(9,652.99)
Customer Deposits	$	2,568.00
Payroll Liabilities	$	(4,304.54)
Due (From) To Water Fund	$	72,961.78
Net cash provided by Operating Activities	$	29,381.50
INVESTING ACTIVITIES		
1450 · WORK IN PROGRESS:Row's & Land	$	-
Fixed Assets Project	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
	$	-
Sinking Fund Transfers	$	-
Draw on Bond & Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease) for period	$	29,381.50
Cash at beginning of period	$	2,434,735.94
Cash at end of period	**$**	**2,464,117.44**
Unrestricted Cash	$	1,111,974.38
Restricted Cash		
Construction Account	$	1,776.42
Depreciation Reserve	$	948,547.22
Rural Development Reserve	$	25,289.92
Bond Commission Sweep	$	74,181.23
ARPA	$	64,087.00
SB 234	$	90,000.00
Customer Deposits	$	148,261.27
Total Restricted Cash	$	1,352,143.06
Total Unrestricted & Restricted Cash	**$**	**2,464,117.44**
	$	-

C-6

HARRISON/TAYLOR 911 ADVISORY BOARD
AGENDA
05/16/2023
14:00

Call to order:
Previous Minutes: Review and Approve minutes from March Meeting
Treasurers report:
Introduction/ special guests:

OLD BUSINESS:
*CAD
*Training
*Staffing
*Mapping

NEW BUSINESS:

GOOD OF THE ORDER:

NEXT MEETING
Holiday (WV Day)/Discussion to move date

ADJOURN

7

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT
FINAL BUDGET
WATER DIVISION
FOR THE YEAR ENDED JUNE 30, 2024

REVENUES:		
Metered Water Sales	$	743,100
Forfeited Discounts		12,715
Miscellaneous Service Revenues		10,504
Interest Income		10
TOTAL REVENUES		766,329
EXPENSES:		
Purchased Water		340,000
Salaries & Wages		119,680
Materials & Supplies		42,400
Employee Pensions & Benefits		38,270
Contractual Services		32,200
Insurance		16,800
Miscellaneous		11,900
Transportation Expense		10,100
FICA		9,160
PSC Assessment		1,300
Purchased Power		800
Advertising		200
TOTAL EXPENSES		622,810
CASH AVAILABLE FOR DEBT SERVICE		143,519
Working Capital Reserve		72,209
Renewal & Replacement		32,299
Meter Loan Payments		25,909
Truck Loan		6,390
CASH SURPLUS	$	6,712

Darlene Zwiger
Board Member

Board Member

Board Member

5/8/23
Date

Form RD 442-2
(Rev. 9-97)

Position 3

FORM APPROVED
OMB NO. 0575-0015

UNITED STATES DEPARTMENT OF AGRICULTURE

STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name: ENLARGED HEPZIBAH PSD - SEWER

Address: DRAWER H
HEPZIBAH, WV 26369

(1) OPERATING INCOME	PRIOR YEAR Actual (2)	ANNUAL BUDGET BEG 07-01-2023 END 06-30-2024 (3)	For the ____ Months Ended ____ CURRENT YEAR Actual Data: Current Quarter (4)	Actual Data: Year To Date (5)	Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
1. Metered Sales		405,008			405,008
2. Forfeited Disc		10,800			10,800
3.					0
4.					0
5. Miscellaneous					0
6. Less: Allowances and Deductions					0
7. Total Operating Income (Add lines 1 through 6)	0	415,808	0	0	415,808
OPERATING EXPENSES					
8. Payroll Expense		97,920			97,920
9. Sludge Removal		5,500			5,500
10. PR Tax & Benefits		38,300			38,300
11. Power & Fuel		36,000			36,000
12. Contract Labor		62,800			62,800
13. Insurance		10,500			10,500
14. Other Expenses		37,790			37,790
15. Interest		7,500			7,500
16. Depreciation		155,000			155,000
17. Total Operating Expense (Add Lines 8 through 16)	0	451,310	0	0	451,310
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	-35,502	0	0	-35,502
NONOPERATING INCOME					
19.					0
20.					0
21. Total Nonoperating Income (Add 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add lines 18 and 21)	0	-35,502	0	0	-35,502
23. Equity Beginning of Period		2,119,856			2,119,856
24.					0
25.					0
26. Equity End of Period (Add lines 22 through 25)	0	2,084,354	0	0	2,084,354

Budget and Annual Report Approved by Governing Body

[signature] — Secretary

05/08/23 — Date

Quarterly Reports Certified Correct

Appropriate Official — Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 2-1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.