Wednesday, June 7, 2023
11:00 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:

11:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

11:00 A.M. --- To conduct a public hearing with respect to the proposed further amendment of Project No. 2 for the tax increment financing district in Harrison County designated "Harrison County Development District No. 3 – White Oaks", and matters relating thereto.

11:05 A.M. --- Estate Hearing --- Allow Charlotte Henrey to administer the will of Ada B. Moses

11:10 A.M. --- Virginia Rockwell --- ATV Race --- Rockwell Hilly Farms – Enterprise WV --- 06 - 17th & 18th, 2023

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Samantha Elkins -- Promotion -- Prosecuting Attorney -- Effective 07-15-2023**
   - **B. Megan Fox -- 6 Hours Leave W/O Pay -- 911 -- Effective 05-24-2023**
   - **C. Joshua Gorrell -- New Hire -- Part Time Summer Help -- Maintenance -- Effective 06-12-2023**
   - **D. Matthew Shuttleworth -- New Hire -- Part Time Summer Help -- Assessor's Office -- Effective 05-30-2023**
   - **E. Christy Mundell -- Resignation -- Animal Control -- Effective -- 06-23-2023**
   - **F. T.A. Gordon -- Resignation -- Law Enforcement -- Effective -- 06-09-2023**
   - **G. Donald Kraemer -- New Hire -- Law Enforcement -- Effective -- 06-09-2023**
   - **H. Ryan Knapp -- New Hire -- Law Enforcement -- Effective -- 06-09-2023**

I. Terrence Eakle -- New Hire -- Part Time Summer Help -- Maintenance – 06-12-2023

J. James Powell – New Hire – Part Time Summer Help – Maintenance – 06-12-2023

K. Parks & Recreation --- See Exhibit A

4. Minutes and /or Amended Minutes of Previous Meeting:
   A. Regular Meeting Minutes ---05-17-2023
5. Requisitions --- Purchase Orders --- Invoices
   A. Vendor List of Payments
6. Review – Discuss – Consider Budget Revision --- Park & Recreation add dollar amounts to the following line items --- Line 212 Printing --- $1,000.00 --- Line 216 M & R Repairs --- $2,000.00 --- Line 219 Rents --- $2,000.00 --- Line 221 Dues --- $500.00 --- Line 222 Dues --- $ 1,000.00 --- 223 Professional Services --- $1,500.00 --- Line 341 Materials & Supplies --- $4,000.00
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. 5 --- Developer Reimbursements --- Various Vendors --- $335,378.55
   B. Requisition for Payment No. 25 --- MuniCap, Inc. --- $150.00
   C. Requisition for Payment No. 69 (06/07/23) --- MuniCap, Inc. & UMB Bank --- $23,002.25
   D. Requisition for Payment No. (06/07/23) --- MuniCap, Inc. & UMB Bank --- $14238.58
8. Review – Discuss – Consider Budget Revision --- Circuit Clerk --- $8,500.00 from 403-109 Extra Help add to 403-108 Overtime
9. Review – Discuss – Consider Budget Revision --- Circuit Clerk --- $1,000.00 from 403-109 Extra Help add to 403-221 Circuit Clerk Training Conferences
10. Review - Discuss – Consider Access and Remediation Letter Agreement between Harrison County Commission and Loy David Cummings
11. Review – Discuss – Consider Mylan Pharmaceuticals Inc. West Virginia State Wide Opioid Settlement Agreement
12. Review – Discuss – Consider Purchasing an Explorer for OEM
13. Review – Discuss – Consider A Resolution authorizing the acceptance of funds for the Harrison County Community Corrections Program
14. Review – Discuss – Consider Farmland Protection Board moving forward with the applications for Richard Law and David Romine to include title search, baseline, survey and appraisal
15. Review – Discuss – Consider Engagement for Issuer's Counsel for all Bond Issues before the County Commission
16. Review – Discuss – Consider execution of Task Order with Thrasher related to completion of survey work required as parts of CSX Transportation, Inc. Sale Agreement

17. **Review – Discuss – Consider to act upon a proposed Resolution regarding the submission of the Tax Increment Financing Application with respect to the proposed further amendment of White Oaks Project No. 2 for the tax increment financing district in Harrison County designated "Harrison County Development District No. 3 – White Oaks", and the submission of an application to the West Virginia Department of Economic Development for approval therewith and matters relating thereto.**
18. **Review – Discuss – Consider status of ongoing efforts to restructure Special District Excise Tax Revenue Bonds and Property Tax Increment Revenue Bonds issued by the Commission for the Charles Pointe project (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)**
19. **Review – Discuss – Consider Budget Revisions for Vital Services**
20. **Administrator's Report**
21. **Commissioner Comments – Questions**

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

A. **Weekly Fiduciary Report from the County Clerk**
   1. **05-16-2023 thru 05-23-2023**
   2. **05-24-2023 thru 05-30-2023**

B. **Monthly Fiduciary Commission Settlements:**
   1. **Carmine J. Cann, Deceased**
   2. **Jack Lee Smith, Deceased**
   3. **Betty Jean Talerico, Deceased**
   4. **Paul Daniel Thompson, Deceased**
   5. **Lois E. Webb, Deceased**
   6. **Karen Annette Phelan, Deceased**
   7. **Shirley T. Dolan, Deceased**
   8. **Jonnie Mae Green, Deceased**

C. **Monthly Minutes/Financial Information from Various Boards, Committees and Public Service:**
   1. **Harrison County 4-H Leaders Association --- Activities and Accomplishments of the 4-H Youth Club --- Year 2022-2023**
   2. **Greater Harrison PSD --- Regular Meeting Minutes --- 04-20-2023**
   3. **Greater Harrison PSD --- Leak Detection for Lost Creek / Mount Clare April Bill Cycle**
   4. **East View PSD --- Regular Meeting Minutes --- 05-09-2023**
   5. **State of WV Department of Homeland Security Division of Administrative Services --- Jail per diem costs changes**

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. The Harrison County Commission giving the Development Corporation the Property formally known as the Farms at Maple Lake LLC (02-22-2023)

T-5. Harrison County Development Authority (03-22-2023)

T-6. Thrasher being Engineer of record for the Rail Trail and the Agreement (03-22-2023)

11:00 A.M
06/07/2023

West Virginia
Tax Increment Financing Application

The County Commission of Harrison County
Development District No. 3

Second Amendment to
White Oaks Project No. 2

May 1, 2023

Table of Contents

Section I: **Application**

(A) Applicant Information
(B) Authorized Representative of Applicant
(C) Project Area or District

Section II: **Project Information**

(A) Project Description
(B) Job Creation Estimates
(C) Improvements
(D) Estimated Breakdown of Project Costs
(E) Financing
(F) Alternate Funding
(G) Tax Increment Financing ("TIF") Obligations

Section III: **Attachments**

Attachment 1: Map showing current boundaries of the development district.
Attachment 2: Map showing proposed improvements and uses in the development district.
Attachment 3: A resolution, order or ordinance finding the project is not reasonably expected to occur without the use of tax increment financing.
Attachment 4: Copy of certification by the county assessor of the base assessed value of the property whose increment will be used for this project.
Attachment 5: Copy of the certification by the county assessor of the current assessed value of the property in the development district.
Attachment 6: Verification and results of the public hearing.
Attachment 7: Notice of Public Hearing provided to West Virginia Department of Economic Development and all local levying bodies within the boundaries of the development district.
Attachment 8: All correspondence received from other local levying bodies and the West Virginia Department of Economic Development.
Attachment 9: If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificates from the Executive Director of the Workers' Compensation Commission and from the Commissioner of the Bureau of Employment Programs; (c) Certificate of Good Standing from State Tax Department; and (d) Harrison County Sheriff Certificate regarding local property tax status.
Attachment 10: Cost-benefit analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset/funded. Possible costs include the effect on schools, public services, utilities, etc.
Attachment 11: A letter from a bond counsel and/or investment banker stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.

WEST VIRGINIA
TAX INCREMENT FINANCING APPLICATION

SECTION I. GENERAL INFORMATION

A. APPLICANT INFORMATION

1. County or Municipality:	**The County Commission of Harrison County (the "County Commission")**
2. Contact Person/Title:	**Susan Thomas, President**
3. Address:	**301 West Main Street** **Clarksburg, West Virginia 26301**
4. Telephone Number: **E-Mail Address**	**(304) 624-8500** **sthomas@harrisoncountywv.com**
5. Name of the proposed development or redevelopment project:	**White Oaks Project No. 2**

B. AUTHORIZED REPRESENTATIVE OF APPLICANT

If project was originally proposed by an entity other than the county or municipality listed above, please provide a contact name and information for someone who can answer questions about the project proposal:

1. Name/Title:	**Ronald W. Stanley, CPA, CGMA**
2. Company or Organization Name:	**High Tech Corridor Development, LLC**
3. Address:	**600 White Oaks Boulevard** **Bridgeport, West Virginia 26330**
4. Telephone Number: **Email Address:**	**304-669-1567** **rstanley@rstanleycpa.com**

C. PROJECT AREA OR DISTRICT

Name of Development District:	**Harrison County Development District No. 3 – White Oaks (the "TIF District").** The TIF District was created by an Order entered by the County Commission on October 4, 2007.
TIF District Project Plan:	**The current Project Plan for the TIF District is Amended Project Plan No. 2 which was approved by the County Commission pursuant to its Order entered on December 28, 2018**
Base assessed value:	**$187,300.** The assessed value of the taxable property within the TIF

	District as of July 1, 2006 (the "Base Assessed Value") is provided in **Attachment 4**.
Current assessed value:	$117,013,514. The assessed value of the taxable property within the TIF District as of July 1, 2022 (the "Current Assessed Value") is provided in Attachment

SECTION II. PROJECT INFORMATION

A. DETAILED DESCRIPTION OF PROJECT

Include a description of how the project fits with the overall development plans for the development project area or district or the overall development plans of the municipality, county or region.

The TIF District

The County Commission adopted the order creating the TIF District on October 4, 2007. The TIF District is located in Harrison County and includes those certain tracts or parcels of real property situate to the west of and immediately adjacent to Interstate I-79, north of Jerry Dove Drive and generally south of Route 131 (Saltwell Road). A map showing the current boundaries of the TIF District is provided in **Attachment 1**. The TIF District currently lies within the corporate boundaries of the City of Bridgeport (the "City"), which provides police, fire and municipal services.

Original Phase II TIF Project

In an order entered of record on May 21, 2015, the County Commission approved the development by High Tech Corridor Development, LLC (the "Developer") of certain public infrastructure projects within the TIF District, including, but not limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "Original Phase II TIF Project Plan"). The Original Phase II TIF Project Plan facilitated the extension of White Oaks Boulevard to the Saltwell Road Exit off Interstate I-79 and provided additional public infrastructure improvements in the TIF District to help attract new tenants to the TIF District.

At the request of the Developer, the County Commission issued its (i) $15,575,000 Senior Tax Increment Refunding Revenue Bonds Series 2015 A Tax-Exempt (Development District No. 3 – White Oaks Project No. 1) (the "Series 2015 A Bonds") to (a) refund its Tax Increment Revenue Bonds (White Oaks Project No. 1) Series 2008 (the "2008 Bonds"), which financed a portion of the original project plan for the TIF District, (b) fund a reserve fund for the Series 2015 A Bonds and (c) pay costs of issuance; and (ii) $8,764,000 Subordinate Tax Increment Revenue Bonds Series 2015 B Taxable (Development District No. 3 – White Oaks Project No. 2) (the "Series 2015 B Bonds" and together with the Series 2015 A Bonds, the "Series 2015 Bonds") to (a) finance a portion of the Original Phase II TIF Project Plan, (b) pay capitalized interest on the Series 2015 B Bonds, (c) pay costs of issuance and (d) pay delinquent interest on the 2008 Bonds.

Amendment to the Phase II TIF Project Plan

In an order entered of record on December 28, 2018, the County Commission approved an amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects within the TIF District including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District ("First Amended Phase II TIF Project Plan"). In connection with the First Amended Phase II TIF Project Plan, the County Commission approved a bonding capacity increase of tax increment financing obligations in an amount not to exceed

$40,000,000. At the request of the Developer, the County Commission issued its (i) $20,573,000 Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds") to (a) refund the Series 2015 Bonds, (b) fund a reserve fund for the Series 2021 A Bonds, (c) pay costs of issuance and (d) pay delinquent interest on the Series 2015 B Bonds; and (ii) $4,195,000 Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Series 2021 B Bonds") to (a) finance a portion of the First Amended Phase II TIF Project Plan, and (b) pay costs of issuance.

Second Amendment to the Phase II TIF Project Plan

The Developer proposes to further amend the Original Phase II TIF Project Plan and First Amended Phase II TIF Project Plan to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District (the "Second Amended Phase II TIF Project Plan"). A map of the improvements included in the Original Phase II TIF Project Plan, the First Amended Phase II TIF Project Plan, as well as additional improvements contemplated by the Second Amended Phase II TIF Project Plan are provided in **Attachment 2**.

Tax Increment Financing Obligations

The County Commission proposes to issue additional tax increment revenue obligations in addition to the Series 2021 A Bonds and/or increase the principal amount of the Series 2021 B Bonds in a total amount not to exceed $40,000,000 (collectively, the "TIF Obligations"). Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the Second Amended Phase II TIF Project Plan, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of obtaining approval of the Second Amended Phase II TIF Project Plan; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. A portion of the Second Amended Phase II TIF Project Plan may also be paid directly from tax increment revenues.

See **Section II.E.** for more detailed Financing Information and **Section II.G.** for additional information on the proposed TIF Obligations.

B(1): ESTIMATES

Projected increase in value of the taxable property in the development project area or district upon successful completion of the project plan:

Please refer to Amended Phase II TIF Project Plan, dated September 26, 2018, for more information.

B(2): ESTIMATES

Number of jobs to be created by this project in the project area or district. Estimated jobs are as follows:

Job estimates highlighted below are based on commercial projects as well as temporary construction jobs associated with construction of infrastructure and preparation of sites for residential development. It is anticipated that additional commercial investments will be secured in the future due to available capacity in the infrastructure being installed as additional phases of the Amended Phase II TIF Project Plan are completed.

Job Creation in the TIF District

JOB CATEGORY:	Construction	Professional	Clerical/Admin	Skilled	Semi-skilled	Unskilled	Totals
WAGES:	Construction job wages to be paid consistent with industry standards.						
BENEFITS:	Benefits will be provided consistent with industry standards.						
PERMANENT:							
TEMPORARY:	30						30

C. IMPROVEMENTS

Estimates of construction costs of the Second Amended Phase II TIF Project Plan are set forth below. Such estimates are in addition to those included in the TIF Application for the Original Phase II TIF Project Plan and the First Amended Phase II TIF Project Plan. The construction costs are anticipated to be funded in whole or in part from the proceeds of the TIF Obligations. All costs are estimates and the amounts listed are subject to change. See **Attachment 2** for the location of the following described improvements.

Improvements and Fees	**COST**
"Jenkins Pad"	
Jenkins earth work	3,100,000
Engineering	194,000
Permitting and ongoing water monitoring	75,000
Apartment Pad	
Infrastructure and road	500,000
Residential Area	
Phase 1	667,783
Phase 2	619,960
Contingency	790,000
Fees associated with bond issuance	100,000
Total	**6,046,743**

OAKWOOD ESTATES - PHASE 1

OPINION OF PROBABLE DEVELOPMENT COSTS

PROVIDED BY THE THRASHER GROUP, INC.

3/14/2023

GRADING, STREETS, AND UTILITIES - PHASE 1

ITEM NO	DESCRIPTION	QTY	UNIT		UNIT COST		COST
01	MOBILIZATION	1	LS		$ 18,000.00		$ 18,000.00
02	EROSION AND SEDIMENT CONTROLS	1	LS		$ 4,000.00		$ 4,000.00
03	EXCAVATION	12,500	CY		$ 8.00		$ 100,000.00
04	GEOTEXTILE FABRIC	1,400	SY		$ 2.00		$ 2,800.00
05	8" BASE AGGREGATE	320	CY		$ 70.00		$ 22,400.00
06	2" BASE COURSE HMA, TYPE II	165	TN		$ 125.00		$ 20,625.00
07	1 1/2" OVERLAY WEARING HMA, TYPE I	125	TN		$ 140.00		$ 17,500.00
08	TYPE IV CURB	1,330	LF		$ 45.00		$ 59,850.00
09	6" WATER LINE	700	LF		$ 50.00		$ 35,000.00
10	WATER VALVE	2	EA		$ 3,000.00		$ 6,000.00
11	FIRE HYDRANT	2	EA		$ 4,000.00		$ 8,000.00
12	TIE TO EXISTING WATER	1	EA		$ 2,500.00		$ 2,500.00
13	2" GAS LINE	760	LF		$ 35.00		$ 26,600.00
14	8" SANITARY SEWER	620	LF		$ 50.00		$ 31,000.00
15	4" SANITARY SEWER	60	LF		$ 45.00		$ 2,700.00
16	SANITARY MANHOLE	4	EA		$ 4,500.00		$ 18,000.00
17	MODIFY EXISTING SANITARY MANHOLE	1	LS		$ 2,000.00		$ 2,000.00
18	SANITARY CLEANOUT	10	EA		$ 550.00		$ 5,500.00
19	STORM INLET	6	EA		$ 4,200.00		$ 25,200.00
20	12" HDPE STORM SEWER	800	LF		$ 60.00		$ 48,000.00
21	ELECTRIC/TELECOM DUCT BANK	760	LF		$ 115.00		$ 87,400.00
22	SIDEWALK	250	SY		$ 100.00		$ 25,000.00
23	STREET LIGHTS	6	EA		$ 6,500.00		$ 39,000.00
	PHASE 1 GRADING, STREETS, AND UTILIITIES SUBTOTAL					=	**$ 607,075.00**
01	CONTINGENCY	10%				=	$ 60,707.50
	PHASE 1 GRADING, STREETS, AND UTILITIES GRAND TOTAL					=	**$ 667,782.50**

AMENITIES - PHASE 1

ITEM NO	DESCRIPTION	QTY	UNIT		UNIT COST		COST
01	ENTRANCE MONUMENTS	1	LS		$ 28,000.00		$ 28,000.00
02	ENTRANCE GATES	1	LS		$ 10,000.00		$ 10,000.00
03	5' DECORATIVE FENCING (SCREENING)	480	LF		$ 50.00		$ 24,000.00
07	4' DECORATIVE FENCING (POOL)	228	LF		$ 45.00		$ 10,260.00
08	PAVILION / RESTROOMS	1	LS		$ 80,000.00		$ 80,000.00
09	POOL & CONCRETE DECK (Not TIF- Privately Paid)	1	LS		$ 140,000.00		$ 140,000.00
04	LANDSCAPING (SCREENING)	80	EA		$ 210.00		$ 16,800.00
05	LANDSCAPING (ENTRANCE)	1	LS		$ 3,500.00		$ 3,500.00
06	LANDSCAPING (STREET TREES)	13	EA		$ 700.00		$ 9,100.00
	PHASE 1 AMENITIES SUBTOTAL					=	**$ 321,660.00**
01	CONTINGENCY	10%				=	$ 32,166.00
	PHASE 1 AMENITIES GRAND TOTAL					=	**$ 353,826.00**

OAKWOOD ESTATES - PHASE 2

OPINION OF PROBABLE DEVELOPMENT COSTS

PROVIDED BY THE THRASHER GROUP, INC.

3/14/2023

GRADING, STREETS, AND UTILITIES - PHASE 2

ITEM NO	DESCRIPTION	QTY	UNIT		UNIT COST		COST
01	MOBILIZATION	1	LS		$ 8,000.00		$ 8,000.00
02	EROSION AND SEDIMENT CONTROLS	1	LS		$ 4,000.00		$ 4,000.00
03	EXCAVATION	0	CY		$ 8.00		$ -
04	GEOTEXTILE FABRIC	1,300	SY		$ 2.00		$ 2,600.00
05	8" BASE AGGREGATE	300	CY		$ 70.00		$ 21,000.00
06	2" BASE COURSE HMA, TYPE II	160	TN		$ 125.00		$ 20,000.00
07	1 1/2" OVERLAY WEARING HMA, TYPE I	120	TN		$ 140.00		$ 16,800.00
08	TYPE IV CURB	1,450	LF		$ 45.00		$ 65,250.00
09	6" WATER LINE	1,450	LF		$ 50.00		$ 72,500.00
10	WATER VALVE	2	EA		$ 3,000.00		$ 6,000.00
11	FIRE HYDRANT	2	EA		$ 4,000.00		$ 8,000.00
12	TIE TO EXISTING WATER	1	EA		$ 2,500.00		$ 2,500.00
13	2" GAS LINE	900	LF		$ 35.00		$ 31,500.00
14	8" SANITARY SEWER	550	LF		$ 50.00		$ 27,500.00
15	4" SANITARY SEWER	80	LF		$ 45.00		$ 3,600.00
16	SANITARY MANHOLE	5	EA		$ 4,500.00		$ 22,500.00
17	MODIFY EXISTING SANITARY MANHOLE	1	LS		$ 2,000.00		$ 2,000.00
18	SANITARY CLEANOUT	13	EA		$ 550.00		$ 7,150.00
19	STORM INLET	6	EA		$ 4,200.00		$ 25,200.00
20	12" HDPE STORM SEWER	500	LF		$ 60.00		$ 30,000.00
21	ELECTRIC/TELECOM DUCT BANK	900	LF		$ 115.00		$ 103,500.00
22	SIDEWALK	190	SY		$ 100.00		$ 19,000.00
23	STREET LIGHTS	10	EA		$ 6,500.00		$ 65,000.00
	PHASE 2 GRADING, STREETS, AND UTILIITIES SUBTOTAL					=	**$ 563,600.00**
01	CONTINGENCY	10%				=	$ 56,360.00
	PHASE 2 GRADING, STREETS, AND UTILITIES GRAND TOTAL					=	**$ 619,960.00**

AMENITIES - PHASE 2

ITEM NO	DESCRIPTION	QTY	UNIT		UNIT COST		COST
01	ENTRANCE MONUMENTS	1	LS		$ 28,000.00		$ 28,000.00
02	ENTRANCE GATES	1	LS		$ 10,000.00		$ 10,000.00
03	5' DECORATIVE FENCING (SCREENING)	870	LF		$ 50.00		$ 43,500.00
04	LANDSCAPING (SCREENING)	145	EA		$ 210.00		$ 30,450.00
05	LANDSCAPING (ENTRANCE)	1	LS		$ 3,500.00		$ 3,500.00
06	LANDSCAPING (STREET TREES)	13	EA		$ 700.00		$ 9,100.00
	PHASE 2 AMENITIES SUBTOTAL					=	**$ 124,550.00**
01	CONTINGENCY	10%				=	$ 12,455.00
	PHASE 2 AMENITIES GRAND TOTAL					=	**$ 137,005.00**

D. ESTIMATED BREAKDOWN OF PROJECT COSTS

The Estimated Breakdown of Project Costs below is anticipated to be fully financed from TIF Obligations and from Pay-As-You-Go funds from the tax increment financing fund for the TIF District (the "TIF Fund"). See **Section II.G – Tax Increment Obligations** and **Section II.E – Financing** for more detailed information.

	Estimated Amount*	Proposed Financing Method
1. Capital Costs		
2. Financing Costs	$100,000	TIF Obligations
3. Professional Services	(see footnote)	
4. Land		
5. Relocation Costs		
6. Environmental Impact Studies	(see footnote)	
7. Public Information		
8. Construction of Improvements	$5,946,743	TIF Obligations
9. Costs of the sale/lease of County property that results in a loss to County		
10. Debt Service Reserve Fund	(see footnote)	TIF Obligations
11. Capitalized Interest Fund	(see footnote)	TIF Obligations
Total Project Costs:	**$6,046,743**	

***Notes to Items 1 through 11:**

2) Estimated financing costs for the TIF Obligations as provided in **Section II.G**.

3) Estimated Professional Services costs are included in Construction of Improvements.

6) Estimated Environmental Impact Studies costs are included in Construction of Improvements.

8) See **Section II.C** for estimated breakdown of costs.

10) The current plan of finance does not contemplate a refunding of the Series 2021 A Bonds, for which a Debt Service Reserve Fund has been established, or the issuance of any additional bonds that would require a Debt Service Reserve Fund. Rather, the plan of finance contemplates that the principal amount of the Series 2021 B Bonds that are placed with the Developer will be increased. Such TIF Obligations should not require a Debt Service Reserve Fund. . An additional Debt Service Reserve Fund or Funds will likely be required if the Series 2021 A Bonds and/or the Series 2021 B Bonds are refunded through a private bank placement in the future.

11) Capitalized Interest is not anticipated to be needed in connection with an increase in the size of the Series 2021 B Bonds.

E. FINANCING

Estimated Sources, Amounts, Rate and Term [1]

The TIF District's current TIF Obligations include the Series 2021 A Bonds and Series 2021 B Bonds. Although the current plan of finance contemplates the increase of the principal amount of the Series 2021 B Bonds, additional TIF Obligations may be issued in one or more series and at such time or times as may be determined, at the discretion of the County Commission for the purpose of financing additional costs of the Second Amended Phase II TIF Project Plan, to pay capitalized interest and fund reserves for such obligations, if necessary, and to pay costs of issuance of such TIF Obligations and related costs or to refund outstanding TIF Obligations. Such TIF Obligations will be issued at such time as it is necessary to pay additional costs of the Second Amended Phase II TIF Project Plan or to refund outstanding TIF Obligations. The timing, par amount, interest rate, final maturity (must be within 30 years of the date of creation of the TIF District) and other factors with respect to subsequent series of TIF Obligations cannot be reasonably estimated at this time.

Sources	Amount ($)	Interest Rate	Maturity	Anticipated Payoff	Status
Amended and Restated Series 2021 B Bonds	$6,422,000.00	5.00%	June 1, 2037	June 1, 2036	Public Hearing scheduled on June 7, 2023
Total					

F. ALTERNATE FUNDING

What alternate sources of funding have been explored? Why are they unavailable for this project?

The County Commission and the Developer have explored all other sources of funding, including, but not limited to bank financing, equity partnerships, etc. and to date no funding sources have proven to be available or a viable alternative to finance the Second Amended Phase II TIF Project Plan. The lack of a revenue source has made it prohibitive for the County Commission and the Developer to finance the proposed projects without the assistance of tax increment funds. TIF funding will allow for the proposed projects to be planned and constructed in the most efficient and inexpensive process available to the County Commission and the Developer. Without the availability of TIF funds for the proposed projects, the ability of the State, the County Commission or the Developer to provide the necessary infrastructure to support the Second Amended Phase II TIF Project Plan is severely impaired.

G. TAX INCREMENT FINANCING OBLIGATIONS

If TIF obligations are expected to be issued, the following information must also be included:

1. *Amount of additional indebtedness to be incurred:* Approximately $2,096,794

2. *Other revenues to be used to finance debt:* None

3. *Other monies to be deposited in the TIF Fund for the development district:* None

4. *If less than the full tax increment is to be used, explain how the excess will be used or distributed:*

   Any principal and interest on TIF Obligations issued by the County Commission shall be payable from the TIF Fund. Any revenues in the TIF Fund that are not: (i) used for the payment of the principal of and interest on TIF Obligations, (ii) held in reserve funds established by the issuance of TIF Obligations, (iii) held in debt service funds for the payment of capitalized interest on TIF Obligations; (iv) used to pay administrative costs and expenses for servicing the TIF Obligations, or (v) used for approved costs of the Second Amended Phase II TIF Project Plan, shall be deemed "excess funds" at the end of each fiscal year.

   "Excess funds" may be used for (i) the scheduled payment of the principal of and interest on subsequent TIF Obligations, (ii) payment of accrued but unpaid debt service due to insufficient TIF funds to make prior debt service payments on subsequent TIF Obligations, (iii) payment of annual administrative costs and expenses for servicing subsequent TIF Obligations, (iv) funding for "pay as you go" projects in the TIF District approved in a Project Plan or Project Plans pursuant to the Act, (v) distribution into current funds of the appropriate levying bodies, (vi) retention in the TIF Fund for approved future project costs and/or debt service relating to the issuance of additional tax increment revenue bonds and/or (vii) all other purposes for which TIF Fund monies may be expended pursuant to the Act. To the extent that excess funds are not used for any of the purposes set forth in this paragraph, such excess funds shall be used for early repayment of outstanding TIF Obligations in accordance with the terms thereof.

5. *Terms for early repayment of the TIF Obligations:*

   The County Commission plans to issue TIF Obligations in one or more series with a final maturity approximately 30 years from the date of the creation of the TIF District. Upon payment in full of the outstanding principal of, interest on and redemption premium, if any, for the TIF Obligations and the satisfaction of all then existing commitments of the monies on deposit in the TIF Fund and the payment in full of all administrative or annual expenses related to the TIF Obligations and/or the TIF District, the County Commission shall dissolve the TIF District; provided, however, that if the County Commission has approved a Project Plan or Amended Project Plan subsequent to the issuance of the TIF Obligations, the TIF District shall not be dissolved prior to its statutorily mandated termination until the obligations created on the TIF Fund by such Project Plan or Amended Project Plan have been fulfilled.

6. *Financial Feasibility:*

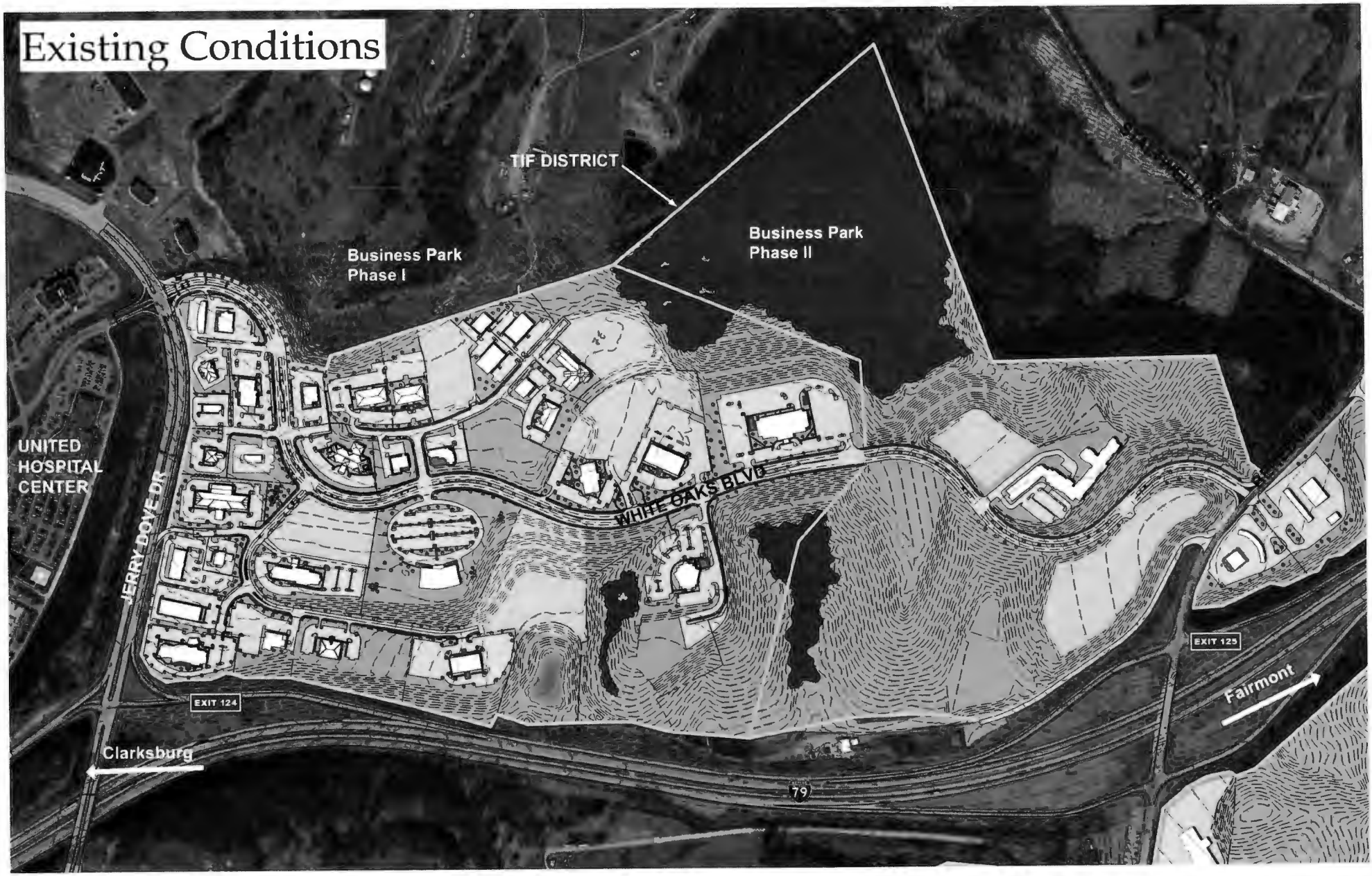
   Please refer to Amended Phase II TIF Project Plan, dated September 26, 2018, for more information.

7. *Attach a letter from a bond counsel and/or investment banker stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.*

   Please refer to Amended Phase II TIF Project Plan, dated September 26, 2018, for more information.

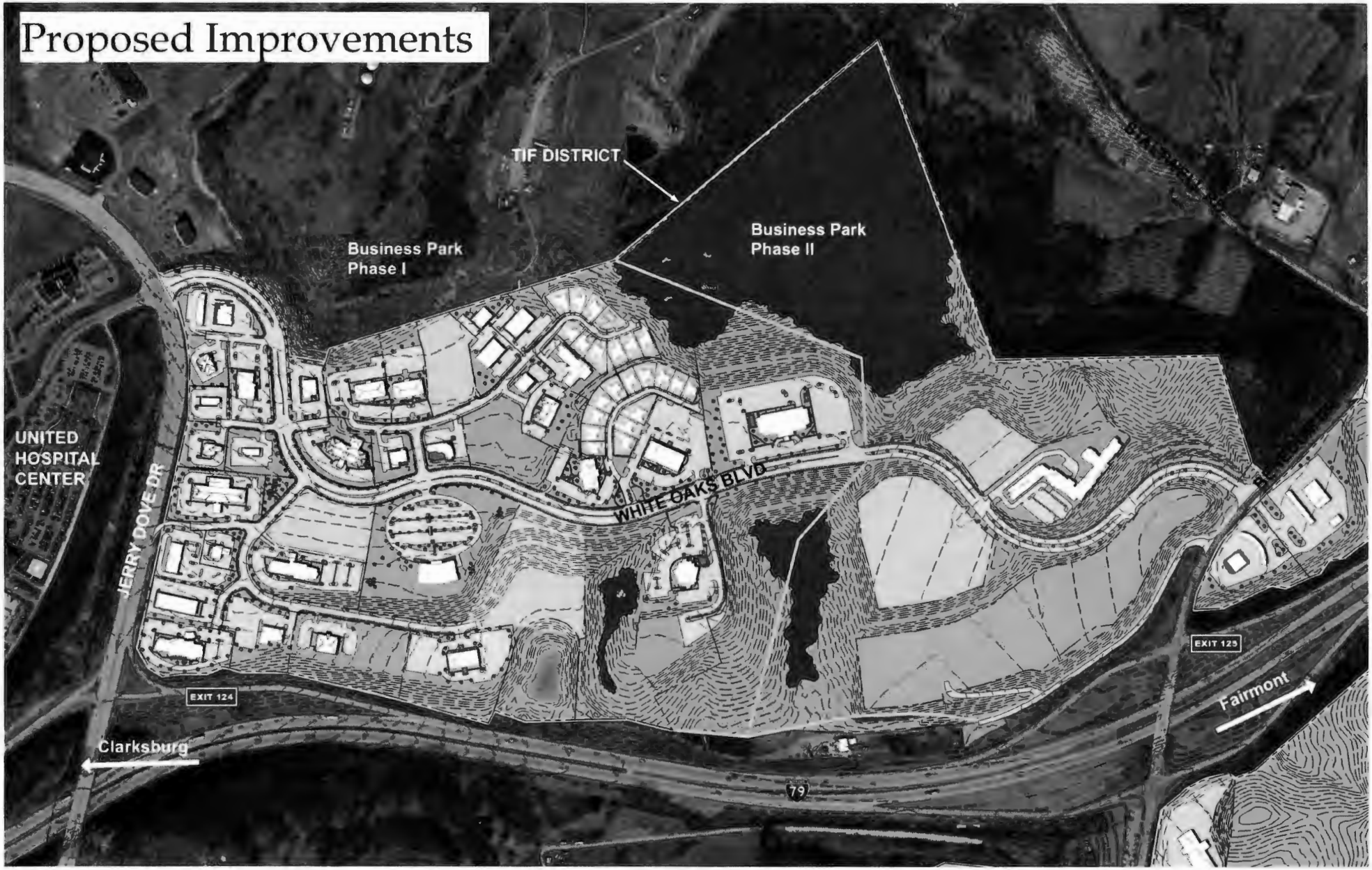
Attachment 1: **A map showing the current boundaries of the development district.**

Attached hereto is a map showing the current boundaries of the development district.


Existing Conditions
TIF DISTRICT
Business Park
Phase I
Business Park
Phase II
UNITED
HOSPITAL
CENTER
JERRY DOVE DR
WHITE OAKS BLVD
EXIT 124
EXIT 125
Clarksburg
Fairmont
79

Attachment 2: **A map showing proposed improvements and uses in the development district.**

Attached is the map showing the improvements included in the Original Phase II TIF Project Plan, the First Amended Phase II TIF Project Plan, and showing additional proposed improvements related to the Second Amended Phase II TIF Project Plan.


Proposed Improvements
TIF DISTRICT
Business Park
Phase I
Business Park
Phase II
UNITED
HOSPITAL
CENTER
JERRY DOVE DR
WHITE OAKS BLVD
EXIT 124
EXIT 125
Clarksburg
Fairmont
79

Attachment 3: **A resolution, order or ordinance finding the project is not reasonably expected to occur without the use of tax increment financing.**

Attached hereto is a Resolution adopted by the County Commission on April 13, 2023, establishing the public hearing date and other matters in connection with the Second Amended Phase II TIF Project Plan. A Resolution of the County Commission approving and authorizing submission of the application to the West Virginia Department of Economic Development and making the necessary and appropriate findings regarding the reasonableness of the project occurring without the use of tax increment financing will be attached hereto once available.

RESOLUTION

WHEREAS, The County Commission of Harrison County, West Virginia (the "County Commission"), is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), to create development and redevelopment districts, cause project plans to be prepared, to approve project plans, issue tax increment financing obligations and to take such other actions as necessary or desirable to facilitate the orderly development and economic stability of Harrison County, West Virginia (the "County"), all as more fully set forth in the Act;

WHEREAS, by an Order adopted on October 4, 2007, the County Commission created the development district known as "Harrison County Development District No. 3 – White Oaks" (the "TIF District");

WHEREAS, by an Order entered on May 21, 2015, the County Commission approved the development by High Tech Corridor Development, LLC (the "Developer") of a second development project plan within the TIF District, specifically the development of certain public infrastructure improvements, including, but not limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure and improvements to public infrastructure within the TIF District to be known as the "White Oaks Project No. 2" (the "Original Phase II TIF Project Plan"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of the Original Phase II TIF Project Plan, being necessary site infrastructure and public infrastructure improvements within the TIF District;

WHEREAS, by an Order entered on December 28, 2018, the County Commission approved the amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "First Amended Phase II TIF Project Plan");

WHEREAS, the Developer has requested that the County Commission consider the further amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District (the "Second Amended Phase II TIF Project Plan"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of the Second Amended Phase II TIF Project Plan, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the Developer has provided certain information regarding the proposed Second Amended Phase II TIF Project Plan to the County Commission for the County Commission's review and consideration; and

WHEREAS, the Developer has requested that the County Commission, under and pursuant to the Act, hold a public hearing at which interested parties be afforded a reasonable opportunity to express their views on the proposed Second Amended Phase II TIF Project Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. It is hereby found and determined, subject to a public hearing and other required actions, that the County Commission will consider for approval the Tax Increment Financing Application for the Second Amended Phase II TIF Project Plan (the "Application") and, if approved, submit the Application to the West Virginia Department of Economic Development for consideration and obtain all other necessary approvals.

2. The County Commission hereby sets a public hearing regarding the Application for June 7, 2023, at 11:00 a.m., prevailing time.

3. The County Commission hereby approves for publication, under and in accordance with the applicable provision of the Act, that certain Notice of Public Hearing, substantially in the form attached hereto as **Exhibit A** and incorporated herein by reference and the providing of a copy of the Notice of Public Hearing to the levying bodies having the power to levy taxes on property within the TIF District, as required by the Act.

4. This Resolution is effective immediately upon adoption.

[Signature Page Follows]

Adopted this 19th day of April, 2023.

THE COUNTY COMMISSION OF HARRISON COUNTY

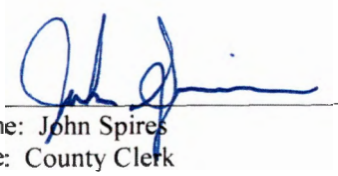
By: _____

Name: Susan J. Thomas

Title: President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, West Virginia (the "County Commission"), does hereby certify that the foregoing Resolution was duly adopted by the County Commission at its regular meeting duly held, pursuant to proper notice thereof, on April 19, 2023, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 19th day of April, 2023.



By: _____
Name: John Spires
Title: County Clerk

Exhibit A

NOTICE OF PUBLIC HEARING

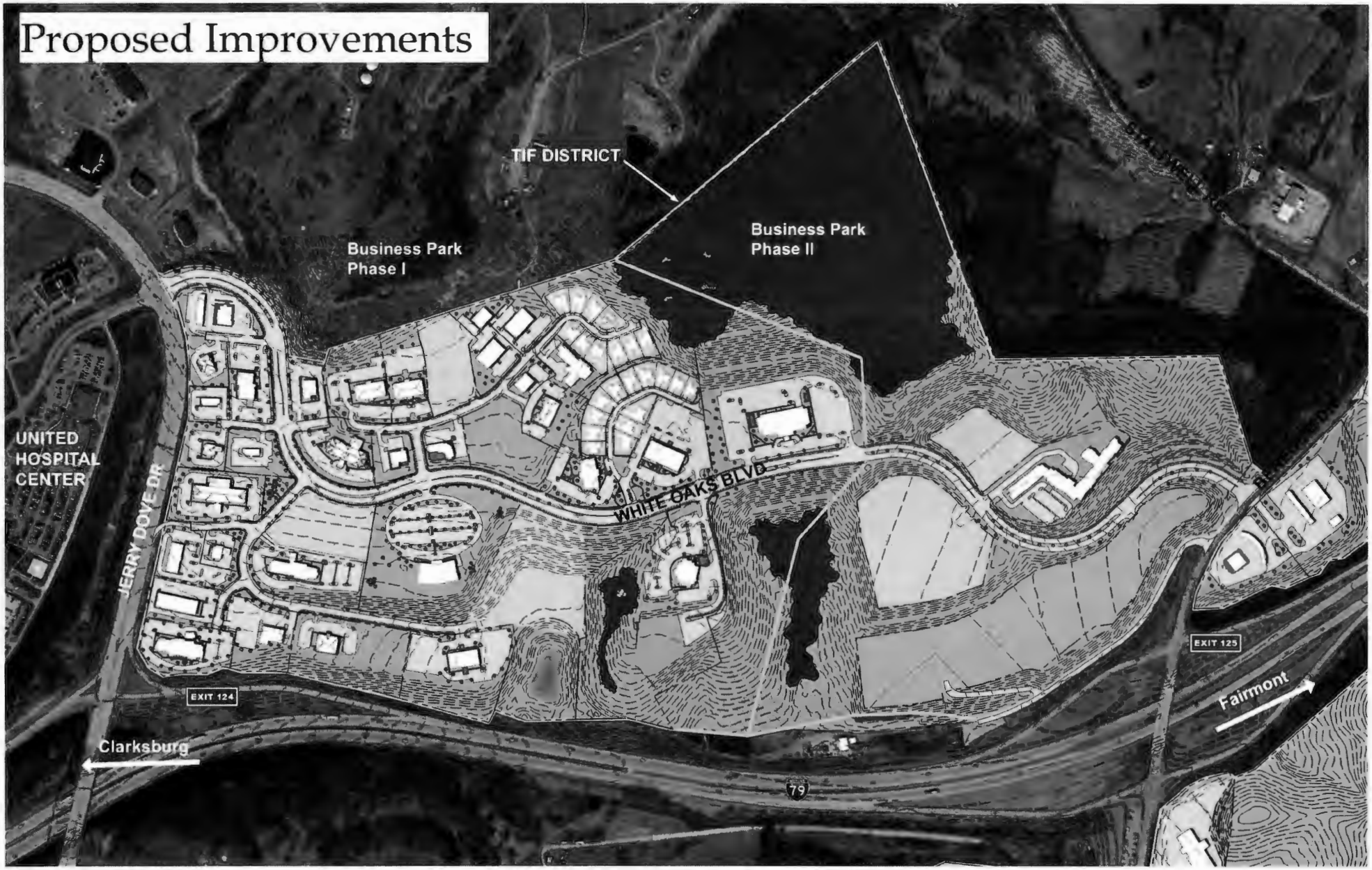
TO BE PUBLISHED IN *THE EXPONENT TELEGRAM*
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS
ON _____, _____, 2023, AND
_____, _____, 2023

APPLICATION REGARDING
APPROVAL OF SECOND AMENDMENT TO PROJECT PLAN NO. 2 FOR HARRISON COUNTY DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS

A public hearing will be held at a regular meeting of The County Commission of Harrison County, West Virginia (the "County Commission"), on June 7, 2023, at 11:00 a.m., in the County Commission meeting room at the Harrison County Courthouse, 3rd Floor, located at 301 West Main Street, Clarksburg, West Virginia, and at such hearing any person interested may appear and present comments, protests and suggestions. All comments, protests and suggestions shall be heard by the County Commission, and it shall then take such actions as it shall deem proper in the premises regarding the approval pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), of an application regarding the approval of a second amendment to the project plan to be completed within the "Harrison County Development District No. 3 – White Oaks" (the "TIF District"). Following is a brief summary of such matters.

Approval of Application regarding Amended Phase II TIF Project Plan

By an Order entered on May 21, 2015, the County Commission approved the development by High Tech Corridor Development, LLC (the "Developer") of a second development project plan within the TIF District (the "Original Phase II Project Plan"). By an Order entered on December 28, 2018, the County Commission approved the amendment of the Original Phase II Project Plan to include additional phases of development of certain infrastructure improvements, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "First Amended White Oaks Project No. 2"). The Developer proposes the further amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects and site development within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure and land acquisition within the TIF District (the "Second Amended White Oaks Project No. 2"). The map below shows the existing TIF District as well as proposed improvements contemplated by the Second Amended White Oaks Project No. 2: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CENTER
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WHITE OAKS BLVD
EXIT 124
EXIT 125
Clarksburg
Fairmont
79

Tax Increment Financing Obligations

The County Commission has previously issued its Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) in the principal amount of $20,573,000 (the "Series 2021 A Bonds") and its Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) in the principal amount of $4,195,000 (the "Series 2021 B Bonds"). The County Commission proposes to issue additional tax increment revenue obligations and/or increase the principal amount of the Series 2021 B Bonds in a total amount not to exceed $40,000,000 (collectively, the "TIF Obligations"). Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the Second Amended White Oaks Project No. 2, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of obtaining approval of the Second Amended White Oaks Project No. 2; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. A portion of the Second Amended White Oaks Project No. 2 may also be paid directly from tax increment revenues.

Further information regarding the proposed Application and the TIF Obligations are on file and available for inspection at the office of the Clerk of the County Commission during regular business hours, located at the County Clerk's office in the Harrison County Courthouse, 301 West Main Street, Clarksburg, West Virginia.

Dated: _____, 2023.

By: /s/ John Spires
County Clerk

Attachment 4: **Copy of the certification by the county assessor of the base assessed value of the property whose increment will be used for this project.**

The Harrison County Assessor's Certification dated December 14, 2007 is attached. The Base Assessed Value of the TIF District is $187,300.



HARRISON COUNTY COURT HOUSE

COUNTY OF HARRISON
OFFICE OF THE ASSESSOR
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PERSONAL PROPERTY (304) 624-8510
BUSINESS DIVISION (304) 624-8659
REAL ESTATE DIVISION (304) 624-8521
FAX: (304) 626-1060

Cheryl L. Romano
ASSESSOR

December 14, 2007

Honorable Susan Thomas
County Clerk of Harrison County
301 West Main Street
Clarksburg, WV 26301

RE: County Commission of Harrison County
Development District Number 3
White Oaks Project No. 1
2007 Taxable Base Assessed Values & Levy Rates

Dear Mrs. Thomas:

In compliance with WV Code §7-11B-16 Valuation of Real Property subsection (a), I hereby certify according to my best judgment from all sources available, the full aggregate assessed value of the taxable property in the above-referenced development district from the 2007 land books (Assessment date July 1, 2006) as follows:

District 05-Clay Outside	Class II	Class III
Real Property Taxable	1,050	
Subtotal	**1,050**	

District 15-Simpson Outside	Class II	Class III
Real Property Taxable	18,850	
Subtotal	**18,850**	

District 16-Simpson Bridgeport	Class II	Class IV
Real Property Taxable	17,160	150,240
Subtotal	**17,160**	

Total Assessed Value District 05, 15 & 16 by Class	37,060	**150,240**

Total Assessed Value Real Property Taxable Class II, III & IV	187,300
Total Assessed Value Personal Property	0
Total Assessed Value all classes Real & Personal Property	**187,300**

Revised February 13, 2008

I hereby certify the following total ad valorem levy rate, total general obligation bond debt service ad valorem rate and total excess levy rate for 2007 applicable for Harrison County.

District 05 - Clay Outside
Real Property Class II

State Current	County Current	School Current		Total Regular Levy
0.50	24.92	38.80	=	64.22

County Excess Levies

Bus Levy	Vital Services Levy	School Excess		Total Excess Levy
3.76	5.10	40.42	=	49.28

Total Levy Class II **113.50**

District 15 - Simpson Outside
Real Property Class II

State Current	County Current	School Current		Total Regular Levy
0.50	24.92	38.80	=	64.22

County Excess Levies

Bus Levy	Vital Services Levy	School Excess		Total Excess Levy
3.76	5.10	40.42	=	49.28

Total Levy Class II **113.50**

District 16 - Simpson Bridgeport
Real Property Class II

State Current	County Current	School Current	Municipal Current		Total Regular Levy
0.50	24.92	38.80	17.16	=	81.38

County Excess Levies

Bus Levy	Vital Services Levy	School Excess	Municipal Excess		Total Excess Levy
3.76	5.10	40.42	12.50	=	61.78

Total Levy Class II **143.16**

District 16 - Simpson Bridgeport
Real Property Class IV

State Current	County Current	School Current	Municipal Current		Total Regular Levy
1.00	49.84	77.60	34.32	=	162.76

County Excess Levies

Bus Levy	Vital Services Levy	School Excess	Municipal Excess		Total Excess Levy
7.52	10.20	80.84	25.00	=	123.56

Total Levy Class IV **286.32**

I hereby certify that the above information is true and correct to the best of my knowledge, based on all available sources.

December 14, 2007
Date

Cheryl L. Romano
Cheryl L. Romano, Assessor

Enclosure
cc: Honorable Harrison County Commission
CLR/dkw

Taken, subscribed, and sworn to before me this 14th day of December, 2007.

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
DONNA K. WATKINS
P.O. Box 2733
Clarksburg, WV 26302
My Commission Expires November 8, 2014

Donna K. Watkins
Notary Public

My commission expires: November 8, 2014.

Attachment 5: **If the current assessed value is different from the base-assessed value, a copy of the certification by the county assessor of the current assessed value of the property in the development area or district that will be used to help support TIF obligations for this project.**

The Current Assessed Value of the real and personal property within the TIF District as of July 1, 2022 is attached hereto.

April 13, 2023

High Tech Corridor Development LLC
Attn: H. Wood Thrasher, Manager
600 White Oaks Boulevard
Steptoe & Johnson PLLC

Bridgeport, WV 26330

Dear Mr. Thrasher:

In compliance with WV Code §7-11B-16 Valuation of Real Property subsection (a), I hereby certify according to my best judgment from all sources available, the full aggregate assessed value of the taxable property in the below-referenced development district from the 2023 land books (Assessment date July 1, 2022) as follows:

Harrison County Development District No. 3- White Oaks
White Oaks Project No. 2

District 5 – Clay Outside	**Class II**	**Class III**	**Class IV**
Real Property	1,980	1,628,240	
Personal Property		96,110	
Total Assessed Value	1,980	1,724,350	

District 15 – Simpson Outside	**Class II**	**Class III**	**Class IV**
Real Property		10,610	
Total Assessed Value		10,610	

District 16 – Simpson Bridgeport Corp	**Class II**	**Class III**	**Class IV**
Real Property			94,423,180
Personal Property			20,853,394
Total Assessed Value			115,276,574

Total Assessed Value by Class	**1,980**	**1,734,960**	**115,276,574**

4/13/23
Date

Joseph R. "Rocky" Romano, Harrison County Assessor

Taken, subscribed, and sworn to before me this 13th day of April, 2023.



Christina Murphy
Notary Public

My commission expires: 1/10/2025.

Attachment 6: **Verification and results of the public hearings.**

The County Commission will hold a public hearing on the Second Amended Phase II TIF Project Plan on June 7, 2023. The Affidavit of Publication of the Notice of Public Hearing is attached hereto, and the verification and results from the public hearing will be attached hereto once available.

Attachment 7: **Notice of Public Hearing provided to the West Virginia Department of Economic Development and all local levying bodies within the boundaries of the development district.**

Copies of all correspondence with all applicable public entities, including without limitation, the Harrison County Board of Education (the "Board of Education"), the City of Bridgeport (the "City") and the West Virginia Department of Economic Development (the "WVDED"), are attached hereto, which provided a copy of the Notice of Public Hearing provided to each such party in accordance with the Act.



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

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

May 1, 2023

Mitch Carmichael, Executive Director
West Virginia Department of Economic Development
1900 Kanawha Boulevard, East
Capitol Complex
Building 3, Room 600
Charleston, West Virginia 25305

Re: The County Commission of Harrison County Development District No. 3 – Second Amendment to White Oaks Project No. 2

Dear Mr. Carmichael:

As required by the West Virginia Tax Increment Financing Act, enclosed is a copy of the Notice of Public Hearing (the "Notice") relating to a Tax Increment Financing Application (the "Application") for the development district known as "The County Commission of Harrison County Development District No. 3" (the "TIF District") regarding the proposed second amendment of project plan known as "White Oaks Project No. 2" (the "Second Amended Project Plan").

The County Commission of Harrison County (the "County Commission"), working jointly with High Tech Corridor Development, LLC (the "Developer"), will be publishing the enclosed Notice in connection with a public hearing regarding the Application, which proposes the approval of the Second Amended Project Plan and sets forth the intended uses of such tax increment financing. As set out in the Notice, the public hearing will be held on Wednesday, June 7, 2023, at 11:00 a.m.

Please feel free to contact me regarding any questions that you may have related to the Application or the Notice.

Very truly yours,

Susan Thomas
President

Enclosure
16454070

NOTICE OF PUBLIC HEARING

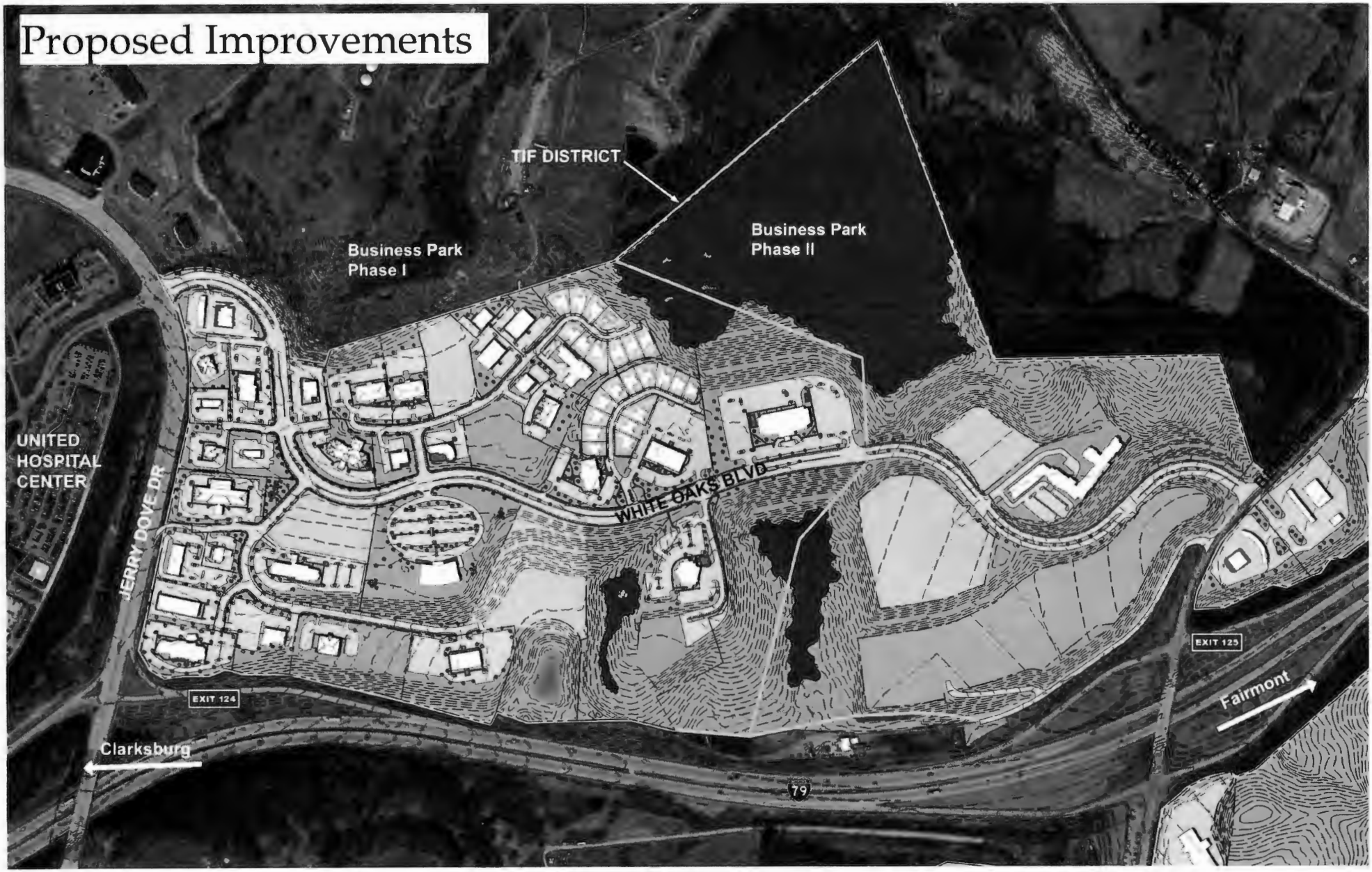
TO BE PUBLISHED IN *THE EXPONENT TELEGRAM*
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS
ON _____, _____, 2023, AND
_____, _____, 2023

APPLICATION REGARDING
APPROVAL OF SECOND AMENDMENT TO PROJECT PLAN NO. 2 FOR HARRISON COUNTY DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS

A public hearing will be held at a regular meeting of The County Commission of Harrison County, West Virginia (the "County Commission"), on June 7, 2023, at 11:00 a.m., in the County Commission meeting room at the Harrison County Courthouse, 3rd Floor, located at 301 West Main Street, Clarksburg, West Virginia, and at such hearing any person interested may appear and present comments, protests and suggestions. All comments, protests and suggestions shall be heard by the County Commission, and it shall then take such actions as it shall deem proper in the premises regarding the approval pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), of an application regarding the approval of a second amendment to the project plan to be completed within the "Harrison County Development District No. 3 – White Oaks" (the "TIF District"). Following is a brief summary of such matters.

Approval of Application regarding Amended Phase II TIF Project Plan

By an Order entered on May 21, 2015, the County Commission approved the development by High Tech Corridor Development, LLC (the "Developer") of a second development project plan within the TIF District (the "Original Phase II Project Plan"). By an Order entered on December 28, 2018, the County Commission approved the amendment of the Original Phase II Project Plan to include additional phases of development of certain infrastructure improvements, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "First Amended White Oaks Project No. 2"). The Developer proposes the further amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects and site development within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure and land acquisition within the TIF District (the "Second Amended White Oaks Project No. 2"). The map below shows the existing TIF District as well as proposed improvements contemplated by the Second Amended White Oaks Project No. 2: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Tax Increment Financing Obligations

The County Commission has previously issued its Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) in the principal amount of $20,573,000 (the "Series 2021 A Bonds") and its Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) in the principal amount of $4,195,000 (the "Series 2021 B Bonds"). The County Commission proposes to issue additional tax increment revenue obligations and/or increase the principal amount of the Series 2021 B Bonds in a total amount not to exceed $40,000,000 (collectively, the "TIF Obligations"). Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the Second Amended White Oaks Project No. 2, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of obtaining approval of the Second Amended White Oaks Project No. 2; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. A portion of the Second Amended White Oaks Project No. 2 may also be paid directly from tax increment revenues.

Further information regarding the proposed Application and the TIF Obligations are on file and available for inspection at the office of the Clerk of the County Commission during regular business hours, located at the County Clerk's office in the Harrison County Courthouse, 301 West Main Street, Clarksburg, West Virginia.

Dated: _____, 2023.

By: /s/ John Spires
County Clerk



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

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

May 1, 2023

Dora Stutler, Superintendent
Harrison County Board of Education
445 W. Main Street
Clarksburg, West Virginia 26301

Re: The County Commission of Harrison County Development District No. 3 – Second Amendment to White Oaks Project No. 2

Dear Mrs. Stutler:

As required by the West Virginia Tax Increment Financing Act, enclosed is a copy of the Notice of Public Hearing (the "Notice") relating to a Tax Increment Financing Application (the "Application") for the development district known as "The County Commission of Harrison County Development District No. 3" (the "TIF District") regarding the proposed second amendment of project plan known as "White Oaks Project No. 2" (the "Second Amended Project Plan").

The County Commission of Harrison County (the "County Commission"), working jointly with High Tech Corridor Development, LLC (the "Developer"), will be publishing the enclosed Notice in connection with a public hearing regarding the Application, which proposes the approval of the Second Amended Project Plan and sets forth the intended uses of such tax increment financing. As set out in the Notice, the public hearing will be held on Wednesday, June 7, 2023, at 11:00 a.m.

Please feel free to contact me regarding any questions that you may have related to the Application or the Notice.

Very truly yours,

Susan Thomas
President

Enclosure
16454225

NOTICE OF PUBLIC HEARING

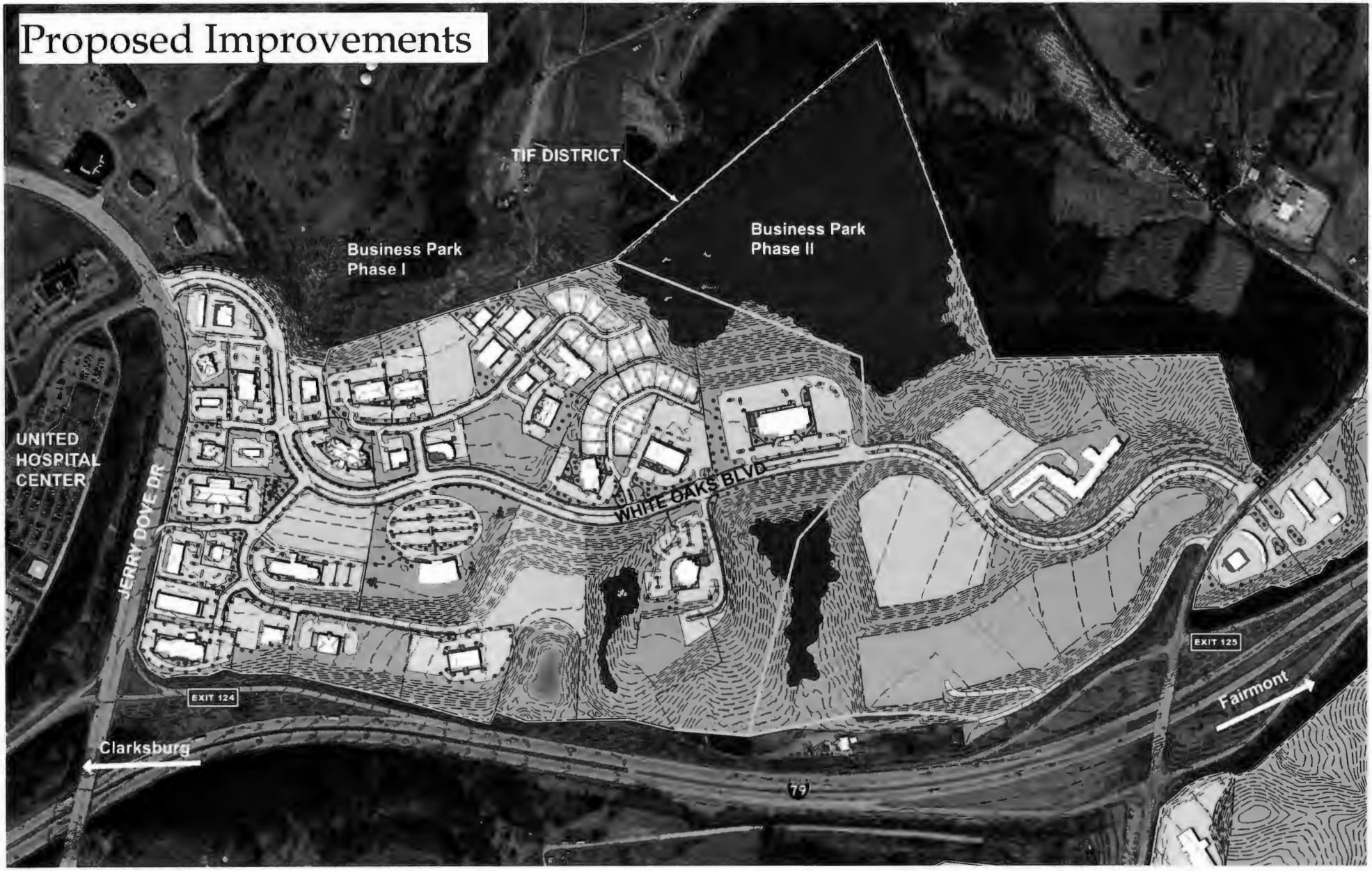
TO BE PUBLISHED IN *THE EXPONENT TELEGRAM*
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS
ON _____, _____, 2023, AND
_____, _____, 2023

APPLICATION REGARDING
APPROVAL OF SECOND AMENDMENT TO PROJECT PLAN NO. 2 FOR HARRISON COUNTY DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS

A public hearing will be held at a regular meeting of The County Commission of Harrison County, West Virginia (the "County Commission"), on June 7, 2023, at 11:00 a.m., in the County Commission meeting room at the Harrison County Courthouse, 3rd Floor, located at 301 West Main Street, Clarksburg, West Virginia, and at such hearing any person interested may appear and present comments, protests and suggestions. All comments, protests and suggestions shall be heard by the County Commission, and it shall then take such actions as it shall deem proper in the premises regarding the approval pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), of an application regarding the approval of a second amendment to the project plan to be completed within the "Harrison County Development District No. 3 – White Oaks" (the "TIF District"). Following is a brief summary of such matters.

Approval of Application regarding Amended Phase II TIF Project Plan

By an Order entered on May 21, 2015, the County Commission approved the development by High Tech Corridor Development, LLC (the "Developer") of a second development project plan within the TIF District (the "Original Phase II Project Plan"). By an Order entered on December 28, 2018, the County Commission approved the amendment of the Original Phase II Project Plan to include additional phases of development of certain infrastructure improvements, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "First Amended White Oaks Project No. 2"). The Developer proposes the further amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects and site development within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure and land acquisition within the TIF District (the "Second Amended White Oaks Project No. 2"). The map below shows the existing TIF District as well as proposed improvements contemplated by the Second Amended White Oaks Project No. 2:


Proposed Improvements
TIF DISTRICT
Business Park
Phase I
Business Park
Phase II
UNITED
HOSPITAL
CENTER
JERRY DOVE DR
WHITE OAKS BLVD
EXIT 124
EXIT 125
Clarksburg
Fairmont
79

Tax Increment Financing Obligations

The County Commission has previously issued its Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) in the principal amount of $20,573,000 (the "Series 2021 A Bonds") and its Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) in the principal amount of $4,195,000 (the "Series 2021 B Bonds"). The County Commission proposes to issue additional tax increment revenue obligations and/or increase the principal amount of the Series 2021 B Bonds in a total amount not to exceed $40,000,000 (collectively, the "TIF Obligations"). Proceeds of the TIF Obligations are generally planned to be used to (i) finance costs of the Second Amended White Oaks Project No. 2, including architectural, engineering, legal and other professional fees and expenses; (ii) finance costs of obtaining approval of the Second Amended White Oaks Project No. 2; (iii) fund reserves for the TIF Obligations, as necessary; (iv) fund capitalized interest on the TIF Obligations, as necessary; and (v) pay costs of issuance of the TIF Obligations and related costs. A portion of the Second Amended White Oaks Project No. 2 may also be paid directly from tax increment revenues.

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Dated: _____, 2023.

By: /s/ John Spires
County Clerk



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

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

May 1, 2023

Brian Newton, City Manager
City of Bridgeport
515 W. Main Street
Bridgeport, WV 26330

Re: The County Commission of Harrison County Development District No. 3 – Second Amendment to White Oaks Project No. 2

Dear Mr. Newton:

As required by the West Virginia Tax Increment Financing Act, enclosed is a copy of the Notice of Public Hearing (the "Notice") relating to a Tax Increment Financing Application (the "Application") for the development district known as "The County Commission of Harrison County Development District No. 3" (the "TIF District") regarding the proposed second amendment of project plan known as "White Oaks Project No. 2" (the "Second Amended Project Plan").

The County Commission of Harrison County (the "County Commission"), working jointly with High Tech Corridor Development, LLC (the "Developer"), will be publishing the enclosed Notice in connection with a public hearing regarding the Application, which proposes the approval of the Second Amended Project Plan and sets forth the intended uses of such tax increment financing. As set out in the Notice, the public hearing will be held on Wednesday, June 7, 2023, at 11:00 a.m.

Please feel free to contact me regarding any questions that you may have related to the Application or the Notice.

Very truly yours,

Susan Thomas
President

Enclosure
16453874

NOTICE OF PUBLIC HEARING

TO BE PUBLISHED IN *THE EXPONENT TELEGRAM*
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS
ON _____, _____, 2023, AND
_____, _____, 2023

APPLICATION REGARDING
APPROVAL OF SECOND AMENDMENT TO PROJECT PLAN NO. 2 FOR HARRISON COUNTY DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS

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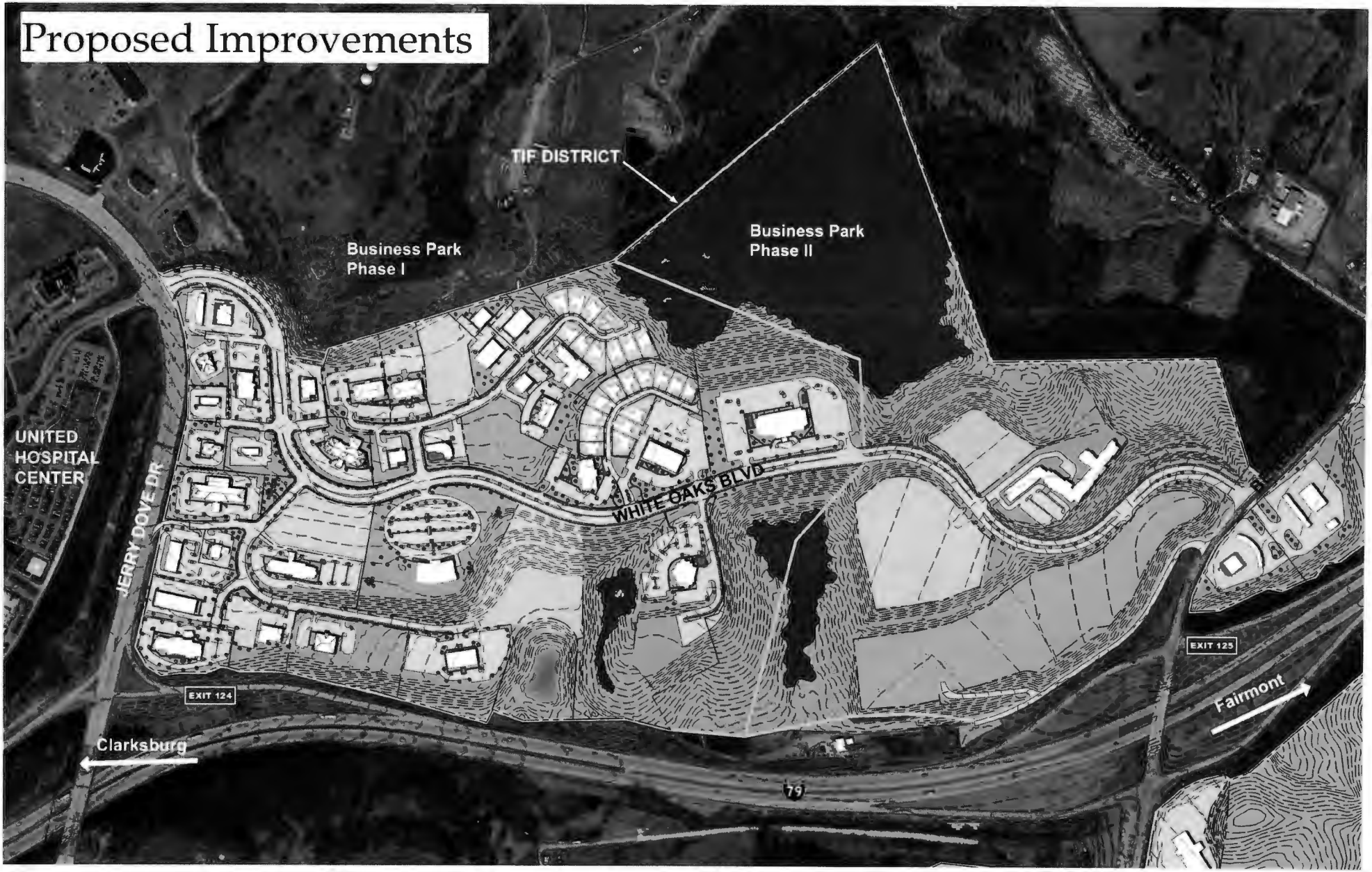
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Tax Increment Financing Obligations

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Dated: _____, 2023.

By: /s/ John Spires
County Clerk

Attachment 8: **All correspondence received from other local levying bodies and the West Virginia Department of Economic Development.**

Attached hereto are copies of correspondence with the Board of Education, the City and the WVDED.

Attachment 9: **If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificates from the Executive Director of the Workers' Compensation Commission and from the Commissioner of the Bureau of Employment Programs; (c) Certificate of Good Standing from State Tax Department; and (d) Harrison County Sheriff Certificate regarding local property tax status.**

Attached are the following:

1. Certificate of Existence from the West Virginia Secretary of State's office.

2. The Developer has no employees; therefore, no proof of worker's compensation coverage or good standing certificate from the Bureau of Employment Programs/Workforce WV.

3. Certificate from the state tax commissioner that the Developer is in good standing with the state tax division.

4. Paid Tax receipts from the Sheriff of Harrison County showing that the Developer is not delinquent on payment of any real or personal property taxes in Harrison County.

State of West Virginia

Certificate

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

HIGH TECH CORRIDOR DEVELOPMENT, LLC

made application to the West Virginia Secretary of State's Office to be a registered limited liability company in the State of West Virginia on October 04, 2004. The application was received and found to conform to law.

The company is filed as an at-will company, for an indefinite period.

I further certify that the company has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Cancellation or Termination to the company.

Accordingly, I hereby issue this Certificate of Existence

CERTIFICATE OF EXISTENCE

Validation ID:2WV3T_YCWS7

Given under my hand and the Great Seal of the State of West Virginia on this day of

April 24, 2023

Mac Warner

Secretary of State

Notice: A certificate issued electronically from the West Virginia Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Validation Page of the Secretary of State's Web site, https://apps.wv.gov/sos/businessentitysearch/validate.aspx entering the validation ID displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.

November 2018

WEST VIRGINIA INFORMATIONAL LETTER

NO. 201

TO: All Insurance Companies Writing Workers' Compensation Insurance Policies in the State of West Virginia, Insurance Trade Associations, Insurance Producers and Other Interested Persons

RE: Letters of Exemption From Workers' Compensation Insurance Coverage

The purpose of this Informational Letter is to clarify eligibility requirements for West Virginia employers who wish to submit an application for a letter of exemption from mandatory West Virginia workers' compensation insurance coverage and to make clear that while an independent contractor performing services for an employer may not need to be covered under an employer's workers' compensation insurance policy, an independent contractor is not an exempt employer for purposes of applications to the Insurance Commissioner for letters of exemption pursuant to W.Va. Code R. § 85-8-4.4.

With very limited exception, every employer is required to obtain West Virginia workers' compensation coverage for the protection of its employees. However, pursuant to W.Va. Code R. § 85-8-4.4, an employer who is otherwise required to maintain mandatory West Virginia workers' compensation coverage may apply to the Insurance Commissioner for a letter of exemption from coverage should the employer qualify for one of the exemptions set forth in W.Va. Code R. § 85-8-4.3. The referenced subsections provide as follows:

> 4.3. Exemptions. An employer who is otherwise required to maintain mandatory West Virginia workers' compensation coverage is exempt from the requirement in the following circumstances:
>
> a. An employer of domestic services as defined in subsection 3.3 of this rule is not required to carry West Virginia workers' compensation coverage for any individuals hired to perform such domestic services;
>
> b. An employer of five (5) or fewer full-time employees in agricultural services is not required to carry West Virginia workers' compensation coverage for those employees;
>
> c. An employer who is a casual employer;
>
> d. An employer who is a church;

e. An employer who is engaged in organized professional sports activities, including an employer of trainers and jockeys engaged in thoroughbred horse racing: *Provided*, That the employer must carry coverage for its employees who are not participating in the organized professional sports activities. For example, an employer of jockeys and trainers engaged in thoroughbred horseracing may exempt such jockeys and trainers, but if the same employer also employs a driver to transport horses and equipment, the driver must be provided coverage;

f. A volunteer rescue squad or volunteer police auxiliary unit organized under the auspices of a county commission, municipality or other government entity or political subdivision, or a volunteer organization created or sponsored by a government entity, political subdivisions or an area or regional emergency medical service board of directors in furtherance of the purposes of the emergency medical services act of article four-c [§§16-4C-1 et seq.], chapter sixteen of this code: *Provided*, That if any such employers have paid employees, they must provide West Virginia workers' compensation for such paid employees; or

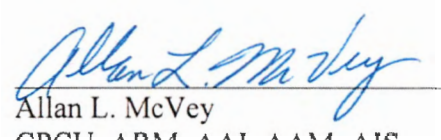
g. An employer of employees who are provided coverage for benefits under the federal Longshore and Harbor Workers' Compensation Act, 33 U. S. C. §901, et seq., is exempt from having to carry West Virginia workers' compensation coverage for such employees, but must provide West Virginia workers' compensation coverage for employees who are not provided coverage for benefits under the federal Longshore and Harbor Workers' Compensation Act.

4.4. Application for letter of exemption. An employer may apply to the Insurance Commissioner on forms supplied by the Insurance Commissioner for a letter of exemption from coverage. The Insurance Commissioner will review the application and all evidence submitted by the employer and, based on the provisions of chapter twenty-three of the West Virginia Code and this rule, may make such determination as the Insurance Commissioner deems proper. The Insurance Commissioner shall charge a processing fee for each application in the amount of twenty-five dollars ($25).

To be eligible to file an application for letter of exemption from otherwise mandatory workers' compensation insurance coverage, an employer must meet one of the specific exemptions as set forth in W.Va. Code R. § 85-8-4.3. It should be noted that the determination of independent contractor status, which is separately addressed in W.Va. Code R. § 85-8-6, is not included in the

above-stated categories of employer exemptions set forth in W.Va. Code R. § 85-8-4.3.[1] Accordingly, independent contractors are not entitled to apply for a letter of exemption from coverage pursuant to W.Va. Code R. § 85-8-4.4 on that basis alone.

Please e-mail any questions concerning this Informational Letter to: OICInformationalLetters@wv.gov or call (304) 558-0401.



Allan L. McVey
CPCU, ARM, AAI, AAM, AIS
Insurance Commissioner

[1] *See* W.Va. Code R. §85-8-6.2. In addition, W.Va. Code R. §85-8-6.6.b. states: "The private carrier may make its own initial decision regarding the determination of all issues relevant to the classification of employees, rates and payroll: *Provided*, That any employer that disagrees with the decision made by its private carrier and is not able to reasonably resolve the dispute may file a protest with the Insurance Commissioner's designated rating organization for workers' compensation, or, in the event that the dispute involves issues of State law which the rating organization refuses to resolve, with the Insurance Commissioner. All private carriers issuing final decisions to insured employers on matters discussed in this subdivision shall provide clear instructions to the insured employer regarding the procedure for filing a protest to the private carriers' decision."

WorkForce
WEST VIRGINIA

Scott A. Adkins, *Acting Commissioner*

April 20, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC
30 COLUMBIA BOULEVARD
CLARKSBURG, WV 26301

Account Number: NON-LIABLE

Dear Employer:

Workforce West Virginia has, at your request, researched their records and has found this account is in compliance with the West Virginia Unemployment Compensation Law.

Very truly yours,

Tim Strickland
Assistant Director, Audit and Compliance

AMJ

STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services Division
P.O. Box 885
Charleston, WV 25323-0885

Matthew R. Irby, State Tax Commissioner

0003380101000O

HIGH TECH CORRIDOR DEVELOPMENT LLC
PO BOX 940
BRIDGEPORT WV 26330-0940

Letter Id: L0884426528
Issued: 04/20/2023

West Virginia State Tax Department

Statement of Good Standing

EFFECTIVE DATE: April 20, 2023

A review of tax accounts indicates that HIGH TECH CORRIDOR DEVELOPMENT LLC is in good standing as of the effective date of this document. Please note, this Statement of Good Standing expires on **July 19, 2023**.

The issuance of this Statement of Good Standing shall not bar any audits, investigations, assessments, refund or credits with respect to the taxpayer named above and is based only on a review of the tax returns and not on a physical audit of records.

Sincerely,

Nicole Grant

Nicole Grant, Tax Unit Supervisor
Taxpayer Services Division

atL103 v.31

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

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

April 20, 2023

High Tech Corridor Development

To Whom it may concern:

This letter is to verify that there are no delinquent property taxes in the name of High Tech Corridor Development as April 20, 2023.

Should you need any further information, please do not hesitate to contact me at (304) 624-8715. Thank you.

Sincerely,

Joni Childers
Deputy Chief Tax Deputy

Attachment 10: **Cost-benefit analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset/funded. Possible costs include the effect on schools, public services, utilities, etc.**

Please refer to First Amended Phase II TIF Project Plan, dated September 26, 2018, for more information.

Attachment 11: **A letter from a bond counsel and/or investment banker stating that the proposed project could support tax increment financing bonds, or other obligations, and the terms and conditions of such offering.**

Please refer to First Amended Phase II TIF Project Plan, dated September 26, 2018, for more information.

11:05 A.M
06-07-23

April 12, 2023

Dear Harrison County Court,

Ada B. Moses left a signed will naming me as her sole heir to her estate. No administrator was named so the two grandchildren, Tonya Helms and Michael Hammond were notified that they could be administrators. Tonya Helms signed the paperwork to allow me to execute the will. Michael Hammond has not responded to this notification. I'm requesting the court to allow me to administer Ada B. Moses's will as her last wishes.

Charlotte Henrey

Charlotte Henrey 4-12-2023

3167 Miletus Rd.

Salem, WV 26426

304-782-3943

February 14, 2023

I, Ada B. Moses, leave all my worldly possessions to my caregiver of the past several years, Charlotte Henrey. She has cared for me very well over the years. My possessions include the contents of my apartment at 62 E. High St. Salem, WV 26426, any bank accounts, all of my oil and gas royalties and any other property I may own.

Charlotte Henrey has agreed to pay for my funeral expenses.

Ada B. Moses Date: 2-14-2023

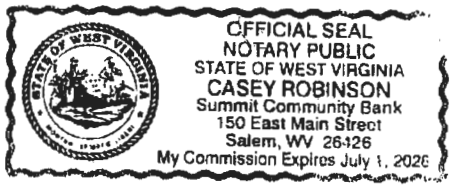
Ada B. Moses

Angela Edwards Witness 2-14-23 ab

Witness 2-14-23

Casey Robinson 2-14-23

my commission expires:
July 1, 2026



PAYROLL CHANGE NOTICE 3-A

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
7-15-23		| | |-| | |-| | | | |

NAME	ADDRESS
Samantha Elkins	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☒ SHIFT	K-4	IV-1
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

To Be Reflected on 7-15-23 pay

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 5.24.23
HUMAN RESOURCES MANAGER	DATE 5-25-2023

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

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/24/2023		| | |-| | |-| | | |
NAME Megan Fox		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	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

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

TYPE OF LEAVE _____

☒ OTHER (Explain) 40 Regular Hours 5 sick leave
13 Vacation leave 12e Floating Holiday 8 Personal leave
6e Hours leave w/o pay Extended Medical Total 88

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 5/26/2023

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

3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/12/2023		
NAME		ADDRESS
JOSHUA GORRELL		
PHONE	CITY/STATE/ZIP	DEPARTMENT / SHIFT
304 629 3946		424

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) TEMPORARY SUMMER HELP

START DATE 06/12/2023 $15.00 HR.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 05/26/2023
HUMAN RESOURCES MANAGER	DATE 5/26/2023

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3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
5/30/23		| | |-| | |-| | | | |
NAME		ADDRESS
Matthew Shuttleworth		
PHONE	CITY/STATE/ZIP	DEPARTMENT / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
X DEPARTMENT	Assessors office	
☐ JOB		
X SHIFT	part time	
X RATE	$ 15.00 / hour	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
X OTHER _____	407- 109 / Extra Help	
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE Matthew Shuttleworth	DATE 5/30/23
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Pyle	DATE 5/31/2023

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PAYROLL CHANGE NOTICE

3-E

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
		- -

NAME	ADDRESS
Christy Murdell	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		716	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Potts	DATE 6/2/2023

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PAYROLL CHANGE NOTICE 3-F

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/9/2023		| | | - | | - | | | |

NAME	ADDRESS
T. A. Gordon	

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

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Resignation effective 6/9/2023.

At his request, please do not pay out final vacation hours, apply cash value towards his reimbursement to the county.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Ken G. Mallory, Sheriff	DATE 05/30/23
HUMAN RESOURCES MANAGER Laura Pyle	DATE 5/31/2023

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PAYROLL CHANGE NOTICE

G

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/9/2023		| | | -| | | -| | | | |

NAME	ADDRESS
Donald Kraemer	

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

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ OTHER (Explain) Effective 6/9/2023 Please pay Starting Deputy salary Sheriff's Office Law Enforcement Pay Scale 2022-2023

$5,000.00 sign on incentive after 60 days

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert G. Mattson, Sheriff	DATE 05-23-2023
HUMAN RESOURCES MANAGER	DATE

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PAYROLL CHANGE NOTICE

H

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
6/9/2023		| | | - | | - | | | |

NAME	ADDRESS
Ryan Knapp	

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

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 6/9/2023 Please pay Starting Deputy salary Sheriff's Office law Enforcement Pay Scale 2022-2023

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert Matthew, Sheriff	DATE 05-23-2023
HUMAN RESOURCES MANAGER	DATE

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PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
06/12/2023		- -

NAME	ADDRESS
TERRENCE EARLE	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		424	

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)

TYPE OF LEAVE _____

- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ OTHER (Explain) PART TIME SUMMER

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 06/05/2023
HUMAN RESOURCES MANAGER	DATE

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PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
06/12/2023		[redacted]

NAME	ADDRESS
JAMES POWELL	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		424	

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) PART TIME SUMMER

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE [signature]	DATE 06/05/2023
HUMAN RESOURCES MANAGER	DATE

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Exhibit A

Payroll Change Notices Parks & Recreation

Sincere Thorne	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Maurice Garrison	Part Time Summer Help	Parks & Recreation	Effective	05-23-2023
Kailin Linaburg	Part Time Summer Help	Parks & Recreation	Effective	05-24-2023
Lara Johnson	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Patrick Fisher	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Miranda Payne	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Makenzie Davis	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Hannah McNemar	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Laiah Lathon	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Kallan Bailey	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Aubrey Bailey	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Josiah Linaburg	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Reagan Rudder	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Sunnie McCauley	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Andrew Short	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Shemar Carpentar	Part Time Summer Help	Parks & Recreation	Effective	05-22-2023
Iasbella McCormick	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Tara Davis	Part Time Summer Help	Parks & Recreation	Effective	05--19-2023
Quintavioius Williams	Part Time Summer Help	Parks & Recreation	Effective	05-19-2023
Noel Vazquez	Part Time Summer Help	Parks & Recreation	Effective	05-24-2023
Chloe Ashby	Part Time Summer Help	Parks & Recreation	Effective	05-23-2023
Nathan Ryan	Part Time Summer Help	Parks & Recreation	Effective	06-01- 2023
Grant Scalise	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Ryan Shriver	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Andrew Swiger	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Caleb Yanego	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Makayla Thompson	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Corinne Vilian	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Leah Robinson	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Alyson Gibson	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Shalana Lane	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Madison Louk	Part Time Summer Help	Parks & Recreation	Effective	06-01-2023
Taylor Skidmore	Promotion Part Time Summer Help	Parks & Recreation	Effective	05-19-2023

4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday May 17, 2023, Commissioners Susan Thomas and Patsy Trecost II were present. Commissioner David Hinkle was absent. Also present was John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting. Johnny Davis said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: Maurice Davis, President of Philadelphia NAACP, spoke of opposition to the Stonewall Jackson statue.

9:05 A.M. --- Estate Hearing --- Mary Clare Cox --- Zoom: Attorney Bill Ford petitioned to Probate a copy of Mary Clare Cox' will and clerk will prepare order. Trecost moved to approve. Commission concurred.
9:10 A.M. --- Funding Request --- YMCA --- Brenton Walker: Trecost moved to approve the amount of $1500 for one day event. Commission concurred.
9:15 A.M. --- Estate Hearing --- Walter John Kulczycki --- Accept copy of Will in place of lost original: Trecost moved to approve copy of the Will and clerk will prepare order. Commission concurred.

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

3. Payroll Change Notices: Trecost moved to approve items A through D. Commission concurred.

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: Trecost moved to approve items A and B. Commission concurred.

A. Regular Meeting Minutes --- 05-03-2023
B. Regular Meeting Minutes --- 05-10-2023

5. Requisitions --- Purchase Orders --- Invoices Trecost moved to approve. Commission concurred.

A. Vendor List of Payments

9:20 A.M. --- Ron Eagle --- Veterans Council: Joseph Early and Ron Eagle Bridgeport residents spoke on having a Veterans Council in Harrison County. Commissioner Thomas said the Veterans Council will be added to agenda at a later time.

6. Exonerations --- Corrective Tickets --- Joint Property Application: Trecost moved to approve items A and B. Commission concurred.

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: Trecost moved to approve items A through C. Commission concurred.

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: Laura Pysz-Laulis gave an update on General Services Annex progress and also in contact with moving companies to get costs associated with the move to the GSA.

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: Trecost moved to approve. Commission concurred.

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: Trecost moved to approve. Commission concurred.

13. Review – Discuss – Consider Request to Travel for Trevor Vance --- 911 --- June 16th – 23rd, 2023 --- NENA 2023 Conference & Expo --- Grapevine TX: Laura Pysz-Laulis recommends approval of additional cost of travel. Trecost moved to approve. Commission concurred.

14. Review – Discuss – Consider Executing formal agreement with CSX 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): Trecost moved to approve. Commission concurred.

15. Review – Discuss – Consider Kroger West Virginia State Wide Opioid Settlement Agreement: Trecost moved to approve and affix signature. Commission concurred.

16. Administrator's Report: Laura Pysz-Laulis spoke of National Police Week recognizing law enforcement, job openings for part time maintenance at the courthouse and Parks and Recreation and meeting on SNIP program for spaying and neutering feral cats. Also Pysz-Laulis spoke about the audit for the years 2020 to 2022, the IT intern starting last week and gave update on the Third street sewer project.

17. Commissioner Comments – Questions: Commissioner Trecost spoke on the benefit of bridge being built in Clarksburg and helping complete the Rail Trail.

Commissioner Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

5-A

Date of Meeting	June 7,2023	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
42243	PL Medical	Dosimeters/Security			$30.00				
44090	Mid Atlantic Customer	Play Ground Supplies/Park & Rec			$392.59				
44094	West Virginia DMV	DUI Classes/Comm. Corr				$1,750.00			
44116	James & Law	Office Supplies/Comm.Corr				$29.90			
44117	Advantage Occupational Medicine	Drug Screen				$55.00			
44118	Uline	Supplies/Comm. Corr				$415.84			
44120	R.D. Wilson	Supplies/Comm. Corr				$88.50			
44195	Visual Edge	Toner/Sheriff's Office	$175.99						
44196	Wayne Worth	Travel Reimbursement/Comm.Corr				$163.10			
44199	A-1 Exterminating Co	Pest Control/911 Center			$75.00				
44200	Lowes Home Center	Insect Repellant/911 Center			$41.58				
44201	Fisher Auto Parts	Automobile Parts/Animal Control			$61.36				
44202	Advance Auto Parts	Automobile Parts/County Garage	$126.36						
44203	Appalachian Tire Products	Dump Truck Tires/Co.Garage	$1,893.10						
44204	Advance Auto Parts	Automobile Parts/Co. Garage	$110.69						
44205	Chenoweth Ford	Automobile Parts/Co. Garage	$676.90						
44206	Amtower Auto Parts	Automobile Parts/Co. Garage	$301.42						
44207	Chenoweth Ford	Automobile Parts/Co. Garage	$571.59						
44208	Truist Bank	Various Charges/L.E.	$679.05						
44209	Chem-Aqua	Broiler Water Treatment/Courthouse	$300.00						
44210	Chem-Aqua	Broiler Water Treatment/Senior Center			$250.00				
44211	Sandy's True Value	Automobile Parts/Co. Garage	$14.81						
44212	Jenkins Ford	Automobile Parts/Co. Garage	$219.63						
44213	Hope Gas	Service Various Locations	$607.26						
44214	Mon Power	Service Salem Tower		$479.48					
44215	Dan Cava	Automobile Parts/Co. Garage	$73.04						
44216	Harry Green	Automobile Parts/Co. Garage	$131.84						
44217	Ace Aggregates	Gravel/Summit Park			$537.24				
44218	Ace Aggregates	Gravel/South Rail Trail	$854.90						
44219	MPB Superstore	Supplies/Assessor's	$2,235.00						
44220	WV State Auditors Office	Various Properties	$86.26						
44221	APCO International	Training Manuals/911		$215.82					
44222	WV State Auditors Office	Junkins Ave. Property	$133.13						
44223	FedEX	Postage/Courthouse	$39.04						
44224	City of Clarksburg	Postage/Courthouse	$72.14						
44225	Pace Shredding	Paper Shredding/Courthouse	$365.00						
44226	Appalachian Tire Products	Tires / Community Corrections				$651.88			
44227	Advantage Technology	Mirco Soft License	$2,976.00						
44228	Truist Bank	Various Charges/L.E.	$1,056.98						
44230	Stationers	Supply Cage/Restock	$187.14						
44231	James & Law	Supply Cage/Restock	$1,212.50						

44232	Harrison County Commission	Rent /Community Corrections				$15,000.00			
44233	Mon Power	Service Extension Office	$186.63						
44234	Mon Power	Shinnston Tower		$599.83					
44235	Hope Gas	Service Animal Control			$266.91				
44238	U S Cellualar	Routers/Modems	$120.97						
44240	Whaley Distributing Co.	Supplies/Animal Control			$29.00				
44241	Street Cop Training	Training/Deputy Gordon	$599.00						
44242	TLG Printing Services	Business Cards/L.E.	$15.00						
44244	John Deere Financial	Maintenance Supplies/Courthouse	$112.99						
44249	Mid State Ford	2022 Ford 250/Comm. Corrections				$69,930.44			
44250	UniFirst	Carpet Runner Rental/911			$54.25				
44251	Kustom Signals,Inc.	Cable/Law Enforcement	$258.00						
44252	Parr Public Safety Equipment	Transfer Kit/L.E	$592.93						
44253	Auto Trim	Decals Graphics/L.E.	$1,222.00						
44255	Summit Park VFD	Reimbursement of Invoices	$9,622.41						
44257	TLG Printing Services	Business Cards/ L.E.	$15.00						
44260	Navex Global	Subscription/911		$4,316.66					
44261	Lowes Home Center	Replacement Lock/PK Tower/911	$2.00		$23.26				
44262	Trac Solution	Monitorint Fees/Home Conf				$4,479.00			
44263	Hart Office Solution	Copier Rental/Comm. Corr				$191.56			
44264	Harrison County YMCA	Employee Wellness	$64.00						
44266	UniFirst	Carpet Runner Rental/Courthouse	$149.70						
44267	Hart Office Solution	Copier Rental/Voter's	$49.09						
44268	A-1 Exterminating Co	Pest Control/Various Locations	$180.00						
44269	MPB Superstore	Letterhead/Commission	$605.00						
44271	Hart Office Solution	Toner / Tax Office	$1,228.50						
44272	WV News	Tax Land Sale	$516.75						
44274	Visual Edge	Toner/Assessor's Office	$254.99						
44276	Advance Auto Parts	Automobile Parts/Garage	$8.25						
44278	Chenoweth Ford	Automobile Parts/Garage	$252.72						
44279	Parcs Superstore	Fender Kit/Zero Turn/ Maintenance	$408.02						
44280	Sunset Outdoor Supply	Wheel Arm / Ven Track/ Maintenance	$194.78						
44281	Sheriff of Washington Co.	Process Service/Pros.Atty	$125.00						
44282	LeAnn Shuck	Wellness Reimbursement	$21.40						
44283	AT&T Mobility	Phone Service/Pros.Atty	$136.50						
44284	Truist Bank	Various Charges/Pros.Atty	$320.85						
44285	Harrison County Commission	Rent /Community Corrections				$15,000.00			
44286	CDWG	Office Equip./Comm. Corr				$434.91			
44287	Lori Thomas	Travel Reimbursement	$46.51						
44288	Albert Marano	Travel Reimbursement	$46.51						
44289	Danielle Moore	Travel Reimbursement	$46.51						
44290	Micro Distributing	Lab Confirmations/Comm.Corr				$74,316.45			
44291	Exponent Telegram	Sheriff Deputy Ad	$456.48						
44292	Stationers	Office Supplies/Tax Office	$230.42						
44294	Frontier	Service Park&Rec. Complex			$258.04				
44297	Enlarged Hepzibah PSD	Spelter Park/Park&Rec			$75.18				

44298	Mon Power	Park&Rec. Complex			$1,197.93				
44299	Mon Power	Spelter Park/Park&Rec			$26.04				
44301	Lowes Home Center	Maintenance Supplies/Park&Rec.			$432.38				
44302	Mid-Atlantic (Kroger's)	Food for Park Programs			$142.25				
44304	New Beginnings Church	Upkeep Good Hope Park	$625.00						
44305	FedEX	Postage/Courthouse	$25.81						
44306	Mon Power	Grafton Tower/911		$435.67					
44307	Mon Power	Service Various Locations	$105.94						
44308	Clarksburg Water Board	Service Various Locations	$287.21						
44309	Hope Gas	Service Various Locations	$4,575.65						
44311	Pitney Bowes	Postage/Courthouse							
44314	From	Service / Animal Control			$206.54				
44315	Frontier	Service Courthouse	$332.15						
44326	Frontier	Courthouse Phone Service	$324.70						
911 Center	Lowe's Home Center	Maintenance Supplies			$16.13				
911 Center	R.D. Wilson	Maintenance Supplies			$70.88				
911 Center	Frontier	Voice/Data Service		$932.22					
911 Center	State Electric	Maintenance Supplies			$219.06				
911 Center	Thompson Gas	Propane for PK Tower			$1,172.10				
County Commission	Frontier	Assessor Statewide Computer	$106.71						
County Commission	WV Corp	Deductible for Claim	$1,535.50						
County Commission	WV Auditor's Office	Financial Audit 2020							
County Commission	Waste Management	Waste Collection/Courthouse	$909.63						
County Commission	Enviroclean	General Cleaning Courthouse	$11,750.00						
County Commission	Mon Power	Va Rail Trail	$110.44						
County Commission	Mon Power	Animal Control	$125.59						
County Commission	Mon Power	Various Locations							
WVU Extension Service	Amazon.com	Various Supplies	$479.03						
WVU Extension Service	Canva for Teams	Subscription	$399.90						
WVU Extension Service	Amazon.com	Various Supplies	$728.11						
County Clerk	The Exponent Telegram	Legal Ad	$254.40						
County Clerk	ID Scan	ID Scanners	$2,375.00						
County Clerk	Hart Office Supplies	Toner	$446.52						
County Clerk	Avenu Insights & Analytics	Pace Software Maint. Fee	$8,468.00						
			$67,153.97	$6,979.68	$5,577.72	$182,506.58	$0.00	$0.00	$0.00

					Grand Total :	**$262,217.95**			

Budget Revision – May 22nd 2023

Based on the most current Expenditures Report (5/18/23), it appears that there are line items that will need adjusted before the June 30th fiscal end of year. Here are a listing of items that fall into the 80-90th percentile and will most likely go over by fiscal year end.

Line Item 212 – Printing $2,000 budget / $1,882.12 actual expense 94.10%
Line Item 216 – M&R Equipment $4,000 budget / $3,415 actual expense 85.37%
Line Item 219 – Rents $25,500 budget / $26957.03 actual expense 105.71%
Line Item 221 – Training $1,000 budget / $875 actual expense 87.50%
Line Item 222 – Dues $1,500 budget / $1,269.00 actual expense 84.60%
Line Item 223 – Professional Services $10,000 budget / $9,712.00 actual expense 97.12%
Line Item 341 – Materials & Supplies $15,514 budget / $17,966.33 actual expense 115.80%

To Correct, we would like to see the following adjustments be made to the budget.

Travel – Line 214 Take $3,000 from the current budget of $4,000
Overtime – Line 108 Take $2,000 from the current budget of $3,000
P&R New Equipment – Ling 459 Take $7,000 from the current budget of $31,000

$12,000 in total adjustments

Add Dollars to following Line Items and Amounts

Line 212 Printing – Add $1,000
Line 216 M&R Repairs – Add $2,000
Line 219 Rents – Add $2,000
Line 221 Training – Add $500
Line 222 Dues – Add $1,000
Line 223 Professional Services – Add $1,500
Line 341 Materials & Supplies – Add $4,000

Doug Comer, Deputy Director HCPR

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. 5

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 $ 335,378.55 As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $ 335,378.55 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 7th of June, 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: $ 335,378.55

(2) Reimbursement to the Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.				
2.		SEE ATTACHED SCHEDULE		
3.				
TOTAL				$ 335,378.55

(3) Payment to third party payees:

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

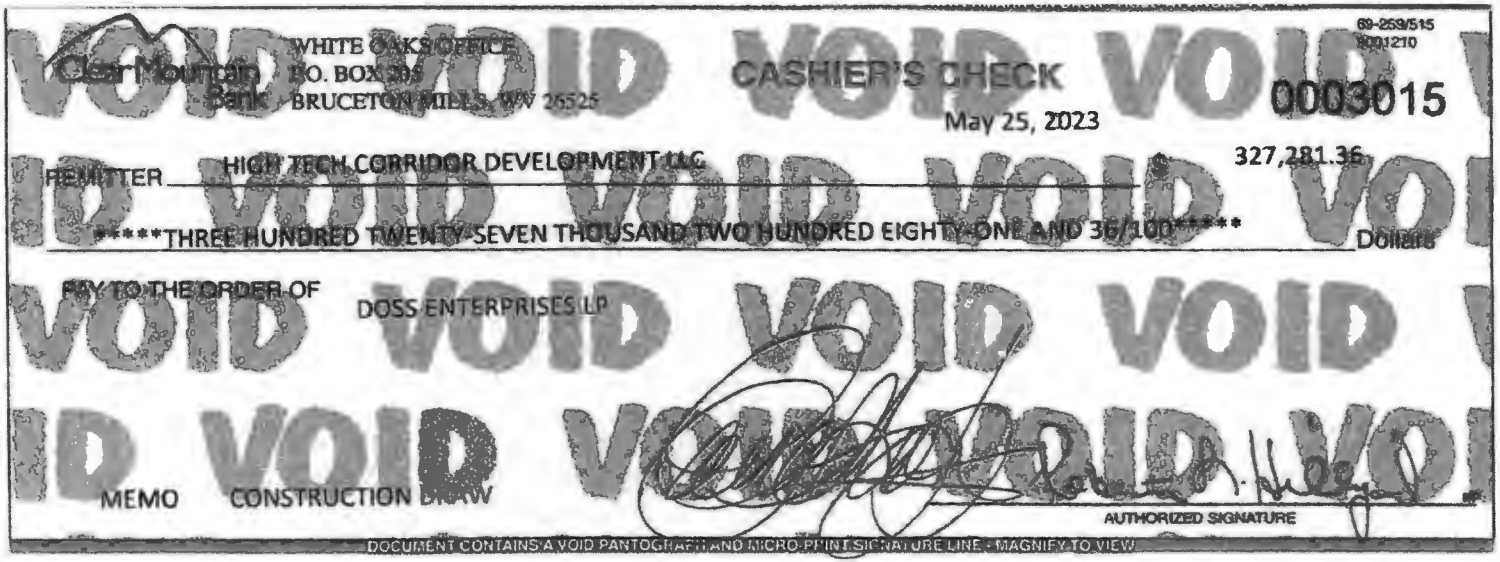
The items listed for reimbursement to the Developer or the Issuer or payment to third party payees are supported by attached copies of invoices or statements.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

High Tech Corridor Development, LLC
Developer Reimbursements
Schedule I
Payment Application 5

Vendor	Description	Date of Payment	Amount	
The Thrasher Group	Mitigation - Invoice 1027983	5/23/2023	782.19	Paid by High Tech ck 4148
Ronald Stanley, CPA	TIF Consulting Invoice Jan 30-Feb 23	2/24/2023	1,650.00	Paid by High Tech ck 4134
Ronald Stanley, CPA	TIF Consulting Invoice Mar 2 - Mar 23	4/5/2023	3,231.25	Paid by High Tech ck 4138
Ronald Stanley, CPA	TIF Consulting Invoice Mar 31 - Apr 27	5/3/2023	1,168.75	Paid by High Tech ck 4142
Ronald Stanley, CPA	TIF Consulting Invoice May 1 - May 18	5/31/2023	1,265.00	Paid by High Tech ck 4149
Doss Enterprises	Pay App 4	5/25/2023	327,281.36	Paid by Clear Mt Bank ck 3015
			$ 335,378.55	



0003015

May 25, 2023

HIGH TECH CORRIDOR DEVELOPMENT LLC 327,281.36

*****THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-ONE AND 36/100*****

DOSS ENTERPRISES LP

MEMO CONSTRUCTION DRAW

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.:	004	**Application Date:**	4/25/2023
Application Period:	**From** 4/1/2023	**to**	4/30/2023

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)	$	1,665,501.96
5. Retainage		
a. 10% X $ 1,665,501.96 Work Completed	$	166,550.20
b. 10% X $ 34,750.46 Stored Materials	$	3,475.05
c. Total Retainage (Line 5.a + Line 5.b)	$	170,025.25
6. Amount eligible to date (Line 4 - Line 5.c)	$	1,495,476.71
7. Less previous payments (Line 6 from prior application)	$	1,168,195.35
8. Amount due this application	$	327,281.36
9. Balance to finish, including retainage (Line 3 - Line 4)	$	1,186,280.74

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:** 4/25/2023

Recommended by Engineer	**Approved by Owner**
By: _____	**By:** _____
Title: Project Manager	**Title:** Manager
Date: 5/1/23	**Date:** 5/23/2023
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-NI223
Project:	White Oaks Phase II A		
Contract:	White Oaks Business Park Phase II A		

Application No.: 4 Application Period: From 04/01/23 to 04/30/23 Application Date: 04/25/23

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 Clearing	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	205,419.00	924,385.50		924,385.50	64%	529,114.50
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	3,305.00	11,898.00		11,898.00	108%	(900.00)
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	1.00	4,000.00		4,000.00	33%	8,000.00
20	Rip Rap Energy Dissipator	5.00	EA	1,000.00	5,000.00	5.00	5,000.00		5,000.00	100%	-
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	1,000.00	1,450.00		1,450.00	49%	1,522.50
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 I	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	1.00	4,600.00		4,600.00	10%	41,400.00
34A	Concrete Manhole (4' Diameter with 3'x3' Grate)	1.00	EA	4,700.00	4,700.00	1.00	4,700.00		4,700.00	100%	
35	Concrete Inlet (WVDOH Type G)	10.00	EA	4,500.00	45,000.00	3.00	13,500.00		13,500.00	30%	31,500.00
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	70.00	2,520.00		2,520.00	100%	-
38	24" HDPE Stormwater Pipe	1,840.00	LF	41.00	75,440.00	730.00	29,930.00	24,884.81	54,814.81	73%	20,625.19
39	Concrete Stormwater Pipe Anchors	7.00	EA	330.00	2,310.00	1.00	330.00		330.00	14%	1,980.00

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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.: 4 **Application Period:** From 04/01/23 to 04/30/23 **Application Date:** 04/25/23

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 (F X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
40	Light Pole Relocation	1.00	EA	3,000.00	3,000.00	-	-		-	0%	3,000.00
41	8" SDR 35 Gravity Sewer Pipe	650.00	LF	26.90	17,485.00		-	9,865.65	9,865.65	56%	7,619.35
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		$ 1,630,751.50	$ 34,750.46	$ 1,665,501.96	58%	$ 1,186,280.74

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	**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.: 4 **Application Period:** From 04/01/23 to 04/30/23 **Application Date:** 04/25/23

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 (F 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				$ 2,851,782.70		$ 1,630,751.50	$ 34,750.46	$ 1,665,501.96	58%	$ 1,186,280.74

EJCDC C-620 Contractor's Application for Payment
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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 Twenty-Five Thousand Six Hundred Forty-Four Dollars and 00/79 ($325,644.79) 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 April 30, 2023 Pay Application 004 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: May 4, 2023

Company: Doss Enterprises, LC

Signature: _____

State of: West Virginia
County of: Lewis

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Rebecca L Martin
4037 Wexford Way
Bridgeport, WV 26330
My Commission Expires Mar. 6, 2026

Subscribed and sworn to before me, this 4th day of May 2023

Signature: Rebecca L Martin

Notary Public Name: Rebecca L Martin

My Commission Expires: March 6, 2026

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 April 1, 2023
Through April 30, 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 2

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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THRASHER

ARCHITECTURE
ENGINEERING
FIELD SERVICES

May 18, 2023

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

Re: Doss Enterprises, LC
Application for Payment No. 4
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
12. Rip Rap Energy Dissipator
13. Concrete Manhole (4' Diameter with 3' x 3' Grate)
14. 18" HDPE Culvert

Partially Complete:

1. Demolition and Traffic Control
2. Earth Moving
3. Stabilized Construction Entrance
4. Sediment Trap
5. Pipe Slope Drain
6. Fabric for Separation
7. Concrete Manhole (4' Diameter)
8. Concrete Inlet (WVDOH Type G)
9. 24" HDPE Stormwater Pipe
10. Concrete Stormwater Pipe Anchors


Apr 24, 2023
The Thrasher Group
White Oaks


Apr 24, 2023
89.336809, -80.226418
The Thrasher Group
White Oaks





Stored Materials:

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

The overall project is approximately 58% 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


Apr 4, 2023
39.338772, -80.227115
The Thrasher Group
White Oaks


Apr 7, 2023
The Thrasher Group
White Oaks





4148

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

Clear Mountain Bank
69-259/515

5/23/2023

PAY TO THE ORDER OF The Thrasher Group, Inc. $ **782.19

Seven Hundred Eighty-Two and 19/100********** DOLLARS

The Thrasher Group, Inc.
PO Box 940
Bridgeport, WV 26330

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

High Tech Corridor Development, LLC 4148

The Thrasher Group, Inc. 5/23/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/8/2023	Bill	1027983	782.19	782.19		782.19
					Check Amount	782.19

Clear Mt Bank Checki 782.19

High Tech Corridor Development, LLC 4148

The Thrasher Group, Inc. 5/23/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/8/2023	Bill	1027983	782.19	782.19		782.19
					Check Amount	782.19

Clear Mt Bank Checki 782.19

RODUCT DLT103 USE WITH 91863 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

4958825800

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

May 8, 2023
Project No: 030-03078.11
Invoice No: 1027983

Invoice Total **$782.19**

Project 030-03078.11 HIGH TECH/PERMITTING

MITIGATION WORK

"ALL TIF"

Phase	403	Mitigation Reporting	
Professional Personnel			**782.19**
		Total this Phase	**$782.19**
		Total this Invoice	**$782.19**

Project Manager HENRY THRASHER

Billing Backup

Monday, May 8, 2023

The Thrasher Group Inc. Invoice 1027983 Dated 5/8/2023 10:27:53 AM

Project 030-03078.11 HIGH TECH/PERMITTING

Phase 403 Mitigation Reporting

Professional Personnel

		Hours	Rate	Amount	
67 - PANASIK, GINA	4/14/2023	3.00	127.82	383.46	
67 - PANASIK, GINA	4/18/2023	1.50	127.82	191.73	
17 - STOLARSKI, ADRIANNA	3/13/2023	1.50	103.50	155.25	
17 - STOLARSKI, ADRIANNA	3/28/2023	.50	103.50	51.75	
Totals		6.50		782.19	
Total Labor					**782.19**

Total this Phase	**$782.19**
Total this Project	**$782.19**
Total this Report	**$782.19**

4134

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

Clear Mountain Bank
69-259/515

2/24/2023

PAY TO THE ORDER OF Ronald W. Stanley $ **5,775.00

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

Ronald W. Stanley
388 Ruffed Grouse Dr.
Bridgeport, WV 26330

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

Clear Mountain Bank #887
2023-03-01
599179153908

RtNum=>051502599<-Inst=INST
BranchName=White Oaks Office-TlrID=1404
TranDt=03/01/23-StartTm= 8:35:29 AM
ItemNum=599179153908

ENDORSE HERE

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

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- Stains or spots may appear with chemical alteration
Security Screen
- Absence of "Original Document" verbiage on back of check

RS-52

A Federal Reserve Bank check processing endorsement guideline. Check Payment Systems Association

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Ronald W. Stanley, CPA
388 Ruffed Grouse Drive
Bridgeport. West Virginia 26330
02/23/23

01/30/23	0.75	Conv with Seth on usind TIF bonds as collateral PHASE 2
01/30/23	0.50	Conv with Tim on residential loan structure
01/31/23	1.00	Conv with Tom Aman on additional TIF bonds PHASE 2
01/31/23	0.25	Conv with Tim on loan structure
02/06/23	0.75	Discussion on loan docs with Tim
02/06/23	1.00	Conv with Craig on residential. Discussion with Jeff Montgomery. RESIDENTIAL
02/06/23	0.75	Conv. With Tom Aman on additional TIF bonds PHASE 2
02/07/23	0.25	Pick up plans and email Woody RESIDENTIAL
02/07/23	0.75	cov with Woody onb contractor and TIF RESIDENTIAL
02/08/23	0.25	Pick up site plans and conv with Marcus RESIDENTIAL
02/08/23	0.75	Conv with Chris Jarom
02/09/23	1.00	Mtg with Tim and call to Chris Jarom appraisal review
02/09/23	0.50	Mtg with Jerry Montgomery PHASE 2
02/10/23	0.75	Travel to TTG. Phone call with Woody and discussion w RJ PHASE 2
02/13/23	0.25	Conf with Tim on closing
02/13/23	0.50	Conf with Seth regarding operating agreement and send assignment preped with John Allevato
02/14/23	0.25	Con with Goots regarding Buck Jennings
02/14/23	0.50	Conference with Tom Aman and additional TIF bonds PHASE 2
02/14/23	0.75	Conf with Woody re TIF, Conf with Marcus and conf with Buck RESIDENTIAL
02/15/23	0.50	Call with Tom Aman regarding resolution PHASE 2
02/15/23	0.25	Provide info to Tom re: bank info for reimbursement resolution PHASE 2
02/15/23	0.25	Conf with Andy Lang regarding apartment costs
02/15/23	0.25	Email correspondence with Clayton Rice
02/16/23	0.50	Email Buck and prep notes
02/18/23	0.25	Conf with HWT re TIF and housing PHASE 2
02/20/23	0.50	Pick up R & D info and conf with Marcia
02/21/23	0.50	Conf with Tim on loan closing
02/21/23	0.75	Conf with Seth on revisions to the loan documents
02/21/23	0.50	Conf with Tim and Bobbi
02/21/23	0.25	Conf with Jason Underwood RESIDENTIAL
02/21/23	0.25	Conf with Seth and Michele on loan
02/22/23	2.50	Various call with Seth Tim and Michele re loan closing and final documents
02/22/23	0.50	Conf with Tom Aman on TIF PHASE 2
02/23/23	0.25	Mtg with Joe Lowthe on TIF map for MuniCap PHASE 2
02/23/23	1.00	Various calls on loan documents and closing
02/23/23	0.25	Conf with Baker on single family plans and specifications RESIDENTIAL
02/23/23	0.25	Conf with Jason Underwood on plans. Trying to get a price range on homes RESIDENTIAL
	21.00	
	275.00	
	5,775.00	

TIF RESIDENTIAL — 3.75 HOURS @ 275 = $1,031.25

TIF PHASE 2 — 6 @ 275 = $1,650.00

4138

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

Clear Mountain Bank
69-259/515

4/5/2023

PAY TO THE ORDER OF Ronald W. Stanley $ **3,231.25

Three Thousand Two Hundred Thirty-One and 25/100********** DOLLARS

Ronald W. Stanley
388 Ruffed Grouse Dr.
Bridgeport, WV 26330

MEMO

AUTHORIZED SIGNATURE

Security Features Details on Back

ENDORSE HERE

for deposit only

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

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Reveals Document alteration:
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• Stains or spots may appear with chemical alteration
• Absence of "Original Document" verbiage on back of check
Chemically Sensitive Paper
Security Screen

R5-52

Clear Mountain Bank #887
2023-04-05
599187204821

RtNum=>051502599<-Inst=INST
BranchName=While Oaks Office-TrID=1401
TranDt=04/05/23-StartTm=11:24:17 AM
ItemNum=599187204821

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Ronald W. Stanley, CPA
388 Ruffed Grouse Drive
Bridgeport. West Virginia 26330
03/24/23

03/02/23	0.50	Meeting with Woody and Jason Underwood
03/10/23	2.00	Setup spread sheet for TIF
03/13/23	0.50	Conference with Tom A and Michele regarding payment received for United
	-	Follow up call with Tom Provenzano.
03/14/23	0.25	Pick up and review certified values for 2023
03/15/23	2.75	Work on info for Municap. Conference with Joe Lowther
03/16/23	0.50	Review map with Lenny and modifications needed
03/20/23	2.75	Finalize Municap info
03/21/23	1.50	Meeting with Tom Aman to review Municap info
03/22/23	0.75	Copy TIF info and email to Morgan Steiner
03/23/23	0.25	Review TIF reimbursement
	-	
	11.75	
	275.00	
	3,231.25	

TIF PHASE 2

4142

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

Clear Mountain Bank
69-259/515

5/3/2023

PAY TO THE ORDER OF Ronald W. Stanley $ **1,168.75

One Thousand One Hundred Sixty-Eight and 75/100********** DOLLARS

Ronald W. Stanley
388 Ruffed Grouse Dr.
Bridgeport, WV 26330

MEMO

AUTHORIZED SIGNATURE

Security features disclaimer on back

ENDORSE HERE
CREDIT TO THE ACCOUNT OF
The Within Payee
ENDORSEMENT GUARANTEED
CHK CLEAR MOUNTAIN BANK OR REMOTE DEPOSIT
DATE BRUCETON MILLS WV
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Clear Mountain Bank #887
2023-05-03
599187209014

R[Num=>051502599<-Inst=INST
BranchName=White Oaks Office-TrID=1401
TranDt=05/03/23-StartTm= 9:29:19 AM.
ChkNum=599187209014

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Security Screen - Absence of "Original Document" verbiage on back of check

RS-52

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Ronald W. Stanley, CPA
388 Ruffed Grouse Drive
Bridgeport. West Virginia 26330
05/01/23

03/31/23	0.75	Conference with Tom Aman on requested changes to budget
03/31/23	0.25	Conference with Marcus on revised budget public/private
04/03/23	0.50	Changes made for Tom Aman
04/04/23	0.25	Additional changes
04/05/23	0.50	Add changes for Municap
04/10/23	0.25	Conference witj Patrick - Additional info request
04/14/23	0.50	Conference with RJ and send Jenkins plan to Patrick
04/25/23	0.50	Conference with Joe Lowther and Marcus on TIF map for Jason Turner
	-	RE: public notice
04/26/23	0.50	Mtg at TTG on map and deliver to Steptoe
04/27/23	0.25	Convert maps to black and white per Jason Turners request
	4.25	
	275.00	
	1,168.75	

TIF PHASE 2

4149

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

Clear Mountain Bank
69-259/515

5/31/2023

PAY TO THE ORDER OF Ronald W. Stanley $ **1,952.50

One Thousand Nine Hundred Fifty-Two and 50/100********** DOLLARS

Security features. Details on back

Ronald W. Stanley
388 Ruffed Grouse Dr.
Bridgeport, WV 26330

MEMO

AUTHORIZED SIGNATURE

⑈004149⑈ ⑆051502599⑆ 5000268999⑈

High Tech Corridor Development, LLC 4149

Ronald W. Stanley 5/31/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/24/2023	Bill	INV 05/24/23	1,952.50	1,952.50		1,952.50
					Check Amount	1,952.50

Clear Mt Bank Checki 1,952.50

High Tech Corridor Development, LLC 4149

Ronald W. Stanley 5/31/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/24/2023	Bill	INV 05/24/23	1,952.50	1,952.50		1,952.50
					Check Amount	1,952.50

Clear Mt Bank Checki 1,952.50

Ronald W. Stanley, CPA
388 Ruffed Grouse Drive
Bridgeport. West Virginia 26330
05/24/23

05/01/23	2.00	Work on Industrial Park TIF. Look for 2012 bond documents. Conference with Tom Aman. Conference with Lenny.
05/02/23	0.25	Pick up TIF docmuments
05/03/23	0.25	Return TIF documents
05/04/23	0.25	Conference with Tom Aman on Municap
05/04/23	0.50	Conference with Tom Aman on Phase 3
05/04/23	0.50	Conference with Michele regarding 2021 B Bonds. Send info to Tom.
05/04/23	0.60	Conference with Tom Provenzano on bond issue dates.
05/16/23	0.50	Conference with Tom P. on and update draw dates. Send to Tom A.
05/16/23	0.25	Conference with Jason Turner
05/17/23	2.00	Pick up TIF info and meeting with Tom Aman.
05/17/23	0.50	Prep additional info for Municap
05/18/23	1.50	Review changes to Municap report.
	-	
	7.10	
	275.00	
	1,952.50	

TIF PHASE 2- 4.6 HOURS x $275 = $1,265.00

TIF PHASE 3 - 2.5 HOURS x $275 = $687.50

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

May 31, 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 5, 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. 25

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

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

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

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

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

(b) **$150.00** is to be paid to a third party payee that is not affiliated with the issuer or on a joint basis to the Issuer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this **7th day of June, 2023**.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #052023-192	Dated: 05/31/2023	$150.00
		Total	**$150.00**

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-192

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:

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 5/31/2023

Invoice # 052023-192

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

Project: Harrison County-WhiteOak Admin

Terms	Client #
Net 30	1676

Item	DATE	Description	Hrs	Amount
Sr Assoc (MS)	4/19/2023	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Sr Assoc (MS)	4/21/2023	Follow up regarding upcoming June 2023 debt service payment.	0.25	50.00
Sr Assoc (MS)	4/24/2023	Update account reconciliation for the month of March 2023.	0.25	50.00
		Subtotal Fees:		150.00

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

Total **$150.00**

MS/SB/JS

Billing Inquiries? Call (443) 539-4104

E

7-C

REQUISITION FOR PAYMENT FROM ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. 69 (06/07/23)

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

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

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

3. The total amount requested to be disbursed pursuant to this Requisition is **$23,002.25.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

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

(b) **$23,002.25** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **7th day of June, 2023.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #042023-312	Dated: 04/26/2023	$ 1,081.25
MuniCap, Inc.	Invoice #052023-375	Dated: 05/31/2023	$17,487.50
MuniCap, Inc.	Invoice #052023-461	Dated: 05/31/2023	$ 1,650.00
UMB Bank	Invoice #947615	Dated: 05/18/2023	$ 2,783.50
	Total		**$23,002.25**

INVOICE

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

Invoice Date	Invoice #
4/26/2023	042023-312

Balance Due $1,081.25

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

or

Wire Instructions:

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

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

Bill To:

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

Project: Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
4/26/2023	042023-312

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

Project: Charles Pointe 2019

Terms	Client #
Net 30	2024

Item	DATE	Description	Hrs	Amount
Exec VP (MD)	3/8/2023	Review January journal entries.	0.25	68.75
Sr Assoc (MMM)	3/17/2023	Update excise tax database with January state report.	0.75	150.00
Sr Assoc (SAM)	3/17/2023	Update account reconciliation with February transactions.	0.25	50.00
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
Manager (JJ)	3/21/2023	Prepare February journal entries.	0.5	112.50
Sr Assoc (SAM)	3/27/2023	Review database and confirm excise tax disbursements with account reconciliation file.	0.5	100.00
Manager (JLA)	3/28/2023	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (MMM)	3/28/2023	Provide follow up regarding management of project tasks and reports.	0.5	100.00
Exec VP (MD)	3/30/2023	Review February journal entries. Complete review of January journal entries.	0.25	68.75
Sr Assoc (OO)	3/30/2023	Post February journal entries in QuickBooks.	0.5	100.00
		Subtotal Fees:		1,081.25

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

Total **$1,081.25**

MNS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-375

Balance Due

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

or

Wire Instructions:

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

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

Bill To:

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

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 5/31/2023

Invoice # 052023-375

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

Project: Charles Pointe Consulting

Terms	Client #
Net 30, ...	2263

Item	DATE	Description	Hrs	Amount
Exec VP (DS)	4/3/2023	Prepare, edit, and review financial analysis. Oversee research.	4	1,100.00
Exec VP (DS)	4/5/2023	Prepare, edit, and review financial analysis. Oversee research.	4	1,100.00
President (KR)	4/6/2023	Attend call with underwriter.	1	300.00
Manager (PSK)	4/6/2023	Attend call regarding TIF projections.	0.5	112.50
Manager (NMC)	4/6/2023	Prepare for call with J. Swan.	0.25	56.25
Exec VP (DS)	4/6/2023	Attend conference call. Provide instructions.	1	275.00
Manager (PSK)	4/11/2023	Review developer documents with associate and create next steps email.	1.5	337.50
Manager (NMC)	4/11/2023	Review excise and TIF projections. Assist with review of material provided by J. Swan. Provide outline and questions to associates.	1.5	337.50
Vice Pres (MNS)	4/12/2023	Attend call to discuss updates to projections.	0.75	187.50
Manager (PSK)	4/12/2023	Attend call regarding TIF projections with associates. Prepare TIF projections. Discuss TIF projections with associate.	4.25	956.25
Manager (NMC)	4/12/2023	Review outline and materials provided by J. Swan. Assist with comparable property research and updates to development summary.	1.5	337.50
Assoc (MAA)	4/12/2023	Update comparable property values for most recent tax year available.	2	350.00
Exec VP (DS)	4/12/2023	Provide instructions to associates. Prepare for and attend calls.	1	275.00
Manager (PSK)	4/13/2023	Prepare TIF projections development summary.	2.5	562.50
Proj Mgr (KMO)	4/13/2023	Work with associate to review county and state parcel search sites to find information on relevant properties.	0.5	100.00
Manager (NMC)	4/13/2023	Assist with updates to development summary.	0.25	56.25
Assoc (MAA)	4/13/2023	Update comparable property values for most recent tax year available.	3	525.00
Exec VP (DS)	4/13/2023	Review projections. Provide updates.	1	275.00
Manager (PSK)	4/14/2023	Prepare TIF projections. Discuss TIF projections with associate.	1	225.00
Assoc (MAA)	4/14/2023	Update comparable property values for tax year 2022 and 2023.	3	525.00
Assoc (MAA)	4/17/2023	Update comparable property values. Research discrepancy regarding different tax years.	1.5	262.50
Manager (NMC)	4/18/2023	Assist with development summary updates. Research assessed as of dates.	0.75	168.75
Manager (PSK)	4/18/2023	Prepare TIF projections and development summary. Prepare excise tax projections. Discuss development summary with associates.	6.5	1,462.50

Total

DS

Billing Inquiries? Call (443) 539-4104

E

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-375

Balance Due $17,487.50

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

or

Wire Instructions:

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

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

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

Project: Charles Pointe Consulting 2263

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 5/31/2023

Invoice # 052023-375

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

Project: Charles Pointe Consulting

Terms	Client #
Net 30, ...	2263

Item	DATE	Description	Hrs	Amount
Exec VP (DS)	4/18/2023	Review projections with associates and provide instructions.	0.5	137.50
Manager (PSK)	4/19/2023	Prepare excise tax projections.	3.5	787.50
Assoc (MAA)	4/19/2023	Update comparable property values. Research discrepancy regarding different tax years.	1.5	262.50
Manager (PSK)	4/20/2023	Prepare excise tax projections.	1.5	337.50
Manager (NMC)	4/21/2023	Review comparable property research.	0.25	56.25
Manager (PSK)	4/21/2023	Prepare TIF projections. Discuss TIF projections with associates.	1.5	337.50
Manager (PSK)	4/24/2023	Prepare TIF projections. Discuss TIF projections with associates.	2.5	562.50
Manager (NMC)	4/24/2023	Research and review comparable properties.	0.5	112.50
Exec VP (DS)	4/24/2023	Attend conference call with associates. Review projections.	1.5	412.50
Manager (PSK)	4/25/2023	Discuss and review comparable research with associate.	0.25	56.25
Manager (NMC)	4/25/2023	Update comparable property research. Discuss and confirm FY 23 values with county assessors.	1.25	281.25
Assoc (MAA)	4/25/2023	Update personal property values. Collaborate with colleagues to move project forward.	1.5	262.50
Exec VP (DS)	4/25/2023	Review and update projections.	1	275.00
Manager (PSK)	4/26/2023	Prepare TIF projections. Discuss TIF projections with associates.	5.75	1,293.75
Manager (NMC)	4/26/2023	Update comparable property values for FY 2023. Confirm values with assessors for properties not yet updated on GIS. Assist with updates to projections. Update income cap valuation schedules.	2.5	562.50
Exec VP (DS)	4/26/2023	Review and update projections.	1	275.00
Manager (PSK)	4/27/2023	Attend meeting with developer regarding TIF projections.	0.75	168.75
Manager (NMC)	4/27/2023	Update comparison of valuation and review income approach schedules. Discuss projections with J. Swan. Review current projections.	0.75	168.75
President (KR)	4/27/2023	Attend call to discuss projections.	0.5	150.00
Exec VP (DS)	4/27/2023	Proof and update projections. Circulate revised report. Prepare for and participate in conference call.	4	1,100.00
		Subtotal Fees:		17,487.50

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

Total **$17,487.50**

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-461

Balance Due $1,650.00

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

or

Wire Instructions:

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

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

Bill To:

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

Project	Charles Pointe 2019	2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 5/31/2023

Invoice # 052023-461

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

Terms	Client #
Net 30	2024

Project: Charles Pointe 2019

Item	DATE	Description	Hrs	Amount
Sr Assoc (MMM)	4/6/2023	Update database with monthly excise tax collection report. Save collection reports to network.	0.75	150.00
Exec VP (MD)	4/6/2023	Confirm January and February balances in QuickBooks and approve final journal entries. Prepare and email January and February financial reports for board.	1	275.00
Sr Assoc (SAM)	4/10/2023	Review database and discuss database tracked source information with associate.	0.5	100.00
Manager (PSK)	4/10/2023	Discuss database with associate.	0.25	56.25
Sr Assoc (SAM)	4/12/2023	Prepare database source information table and discuss findings and implications with associate.	3	600.00
Sr Assoc (OO)	4/17/2023	Update February journal entries with missing backup.	0.25	50.00
Sr Assoc (MS)	4/17/2023	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Sr Assoc (SAM)	4/18/2023	Update account reconciliation file with March activity.	0.5	100.00
Sr Assoc (MS)	4/20/2023	Follow up regarding upcoming June 2023 debt service payment.	0.25	50.00
Manager (SMB)	4/20/2023	Review account reconciliation for March activity.	0.25	56.25
Sr Assoc (MMM)	4/24/2023	Provide follow up regarding management of project tasks and reports.	0.25	50.00
Manager (JLA)	4/25/2023	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
		Subtotal Fees:		1,650.00

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

Total **$1,650.00**

Billing Inquiries? Call (443) 539-4104

UMB

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

Invoice **947615**

Invoice Date:	**May 18, 2023**
Account Number:	**158735.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

Billing Period:	**December 1, 2022 through December 31, 2022**
Prior Balance:	$ 10,513.00
Payments Received as of April 17, 2023	$2,260.50
Adjustments	$ 0.00
Outstanding Balance:	$8,252.50
Current Billing Period:	
Current Period Fees	$2,783.50
Total Fees Due	$ 11,036.00

Remittance Stub
Billing Period 12/01/2022 - 12/31/2022

Account Number:	158735.1
Invoice Number:	947615
Remit Balance	$11,036.00

Payment Due Upon Receipt

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	947615
Attention	Fee Processing

UMB

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

Invoice 947615

Account Detail
Charles Pointe EODD 2019ABC

Account Number: 158735.1

Administrative Fees

Administration Fee	$625.00
Administrative Fees Total	**$625.00**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		2.70	655.00	1,768.50		
	Default Administration Fees		0.75	520.00	390.00		2,158.50
Volume Based Total:			**3.45**				**2,158.50**
Transaction Fees Total							**$2,158.50**

Account Total $2,783.50

UMB

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

Invoice 947615

Statement of Receivables

Reflects Only Those Payments Received And Applied As of April 17, 2023

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
943392	March 17, 2023	October 1, 2022 to October 31, 2022	2,915.50	31 days
945212	April 17, 2023	November 1, 2022 to November 30, 2022	5,337.00	0 days
	Total Balance Due		**8,252.50**	

7-D

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (06/07/23)

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 **$14,238.58**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$14,238.58** 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) **$14,238.58** 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 **7th day of June, 2023.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank.	Invoice #947617	Dated: 05/18/2023	$ 3,707.33
MuniCap, Inc.	Invoice #052023-086	Dated: 05/31/2023	$ 10,531.25
	Total		**$14,238.58**

UMB

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

Invoice **947617**

Invoice Date:	**May 18, 2023**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

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

Billing Period:	**April 1, 2023 through April 30, 2023**
Prior Balance:	$6,954.82
Payments Received as of May 5, 2023	$6,052.49
Adjustments	$ 0.00
Outstanding Balance:	$ 902.33
Current Billing Period:	
Current Period Fees	$3,707.33
Total Fees Due	$4,609.66

Remittance Stub
Billing Period 04/01/2023 - 04/30/2023

Account Number:	141961.1
Invoice Number:	947617
Remit Balance	$4,609.66

Payment Due Upon Receipt

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

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	947617
Attention	Fee Processing

UMB

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

Invoice 947617

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

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

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		3.90	710.00	2,769.00		
	Default Administration Fees		0.75	640.00	480.00		3,249.00
Volume Based Total:			**4.65**				**3,249.00**
Transaction Fees Total							**$3,249.00**

Account Total **$3,707.33**

UMB

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

Invoice 947617

Statement of Receivables

Reflects Only Those Payments Received And Applied As of May 5, 2023

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
945223	April 17, 2023	March 1, 2023 to March 31, 2023	902.33	18 days
	Total Balance Due		**902.33**	

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-086

Balance Due

Remit check to: | or | Wire Instructions:

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

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

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

Bill To:

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 5/31/2023

Invoice # 052023-086

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
Vice Pres (MNS)	4/5/2023	Call B. Crumbaker on assessment report.	0.25	62.50
Sr Assoc (SAM)	4/10/2023	Review and research questions from legal related to special assessment reports. Review lot sales reconciliation.	2.5	500.00
Sr Assoc (SAM)	4/12/2023	Review assessed value information received from the city and review information online related to improvement values. Discuss with associate and correspond with the county.	3.5	700.00
Vice Pres (MNS)	4/12/2023	Review and respond to B. Crumbaker's inquiry.	0.25	62.50
Sr Assoc (SAM)	4/13/2023	Convert assessed value source to workbook and compare values to prior year. Discuss workbook and update pursuant to associate's comments. Update CED lot sales reconciliation.	4	800.00
Manager (PSK)	4/13/2023	Assist associate with assessment values conversion from PDF to Excel.	0.25	56.25
Sr Assoc (MS)	4/17/2023	Prepare account statements for updating account reconciliation and file.	0.25	50.00
Sr Assoc (SAM)	4/18/2023	Review correspondence related to tax sale and release of liens. Review legal questions. Provide event notice to be posted and review posting categories. Update account reconciliation file with March activity.	2	400.00
Manager (JLA)	4/18/2023	Post event notice to EMMA.	0.25	56.25
Vice Pres (MNS)	4/19/2023	Prepare first draft of reapportionment.	1.75	437.50
Vice Pres (CK)	4/20/2023	Review plat information and work on reallocation of special assessment. Calls with associate to discuss. Respond to emails from CED counsel.	3.25	812.50
Sr Assoc (MS)	4/20/2023	Follow up regarding upcoming June 2023 debt service payment.	0.25	50.00
Sr Assoc (SAM)	4/20/2023	Research forborne amounts due and confirm with Sheriff's website. Complete parcel research related to updating reapportionment workbook. Update reapportionment and projection files.	6.5	1,300.00
Manager (SMB)	4/20/2023	Review account reconciliation for March activity.	0.25	56.25
Vice Pres (CK)	4/21/2023	Review updated special assessment roll. Calls with associate to discuss. Respond to emails from CED counsel. Attend CED board meeting.	3.75	937.50
Sr Assoc (SAM)	4/21/2023	Update reapportionment and look forward calculations. Attend board meeting. Discuss preparation of revised schedules required by the 4th Forbearance Agreement.	7.5	1,500.00

Total

INVOICE

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

Invoice Date	Invoice #
5/31/2023	052023-086

Balance Due $10,531.25

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 5/31/2023
Invoice # 052023-086

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)	4/24/2023	Update required forbearance schedules, research payment information and provide to associate for review.	3.75	750.00
Vice Pres (CK)	4/24/2023	Review plat information and work on reallocation of special assessment. Calls with associate to discuss. Respond to emails from CED counsel.	3.25	812.50
Sr Assoc (MMM)	4/24/2023	Provide follow up regarding management of project tasks and reports.	0.25	50.00
Manager (JLA)	4/25/2023	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (SAM)	4/25/2023	Update and discuss reapportionment calculation with associate.	1.25	250.00
Vice Pres (CK)	4/25/2023	Review plat information and work on reallocation of special assessment. Calls with associate to discuss. Respond to emails from CED counsel.	1	250.00
Sr Assoc (SAM)	4/26/2023	Review correspondence related to the forbearance agreement. Follow up related to the developer's quarterlies.	0.75	150.00
Vice Pres (CK)	4/26/2023	Review forbearance documents and update special assessment billing file and forward documents to CED counsel.	1.5	375.00
		Subtotal Fees:		10,531.25

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

Total **$10,531.25**

8

Clerk of the Circuit Court
Harrison County

Telephone (304) 624-8635
Fax (304) 624-8710

Albert F. Marano

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

Lori A. Thomas
Chief Deputy

May 30, 2023

Honorable Harrison County Commission
301 W Main St.
Clarksburg WV. 26301

Dear Commissioners:

Please transfer $8500.00 from Extra Help 403-109 to Circuit Clerks Overtime 403-108 to cover the increase for Circuit Clerk Overtime due to the transition of the new computer system (E-File/ Courts Plus).

Thank you in advance for your time and consideration in this matter.

Sincerely,

Albert F. Marano

Albert F. Marano
Circuit Clerk

9

Clerk of the Circuit Court
Harrison County

Albert F. Marano

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

Telephone (304) 624-8635
Fax (304) 624-8710

Lori A. Thomas
Chief Deputy

May 30, 2023

Honorable Harrison County Commission
301 W Main St.
Clarksburg WV. 26301

Dear Commissioners:

Please transfer $1000.00 from Extra Help 403-109 to Circuit Clerks Training 403-221 to cover the increase for Circuit Clerk Training Conferences.

Thank you in advance for your time and consideration in this matter.

Sincerely,

Albert F. Marano

Albert F. Marano
Circuit Clerk

10

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the _____ day of _____, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Loy David Cummings, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia – and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 01, Tax Map 101, Parcel 240 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on her properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on the Cummings' property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT MR. CUMMINGS' HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of her parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on her parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that she shall refrain prospectively from maintaining a nuisance on her parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on her property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that she/the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Loy David Cummings

Loy David Cummings

Dated: 5-22-23

The foregoing Agreement was acknowledged before me this 22ND day of MAY

_____, 2023, by Loy David Cummings.

My commission expires 6 - 29 - 2024

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHARLOTTE SHAFFER
Harrison County Planning Department
301 West Main Street
Clarksburg, West Virginia 26301
My Commission Expires June 29, 2026

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

MYLAN WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of May 22, 2023 sets forth the terms and conditions of a full and final settlement between and among the political subdivisions of the State of West Virginia and Mylan Pharmaceuticals Inc. ("Mylan") to resolve actual or potential opioid-related Claims (defined herein) against Mylan.

Mylan 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 law, or of any entitlement to relief, or of any liability, fault, or wrongdoing, all of which Mylan expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, wrongdoing, or admission by Mylan.

II. DEFINITIONS

A. "*Actions*" means any lawsuit brought by a Local Government against any Released Entity in any court, including without limitation (1) the lawsuit captioned *Roane Cnty. Comm'n v. Mylan Pharmaceuticals Inc.*, Nos. 19-C-96 to 19-C-108 (W. Va. Cir. Ct. Marshall County filed May 8, 2019), as consolidated into *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "*Roane County* Action") and (2) all actions brought by a Local Government in the federal multidistrict litigation *In re Nat'l Prescription Opiate Litig.*, 1:17-md-2804 (N.D. Ohio), including without limitation *Berkeley Cnty. Council v. Purdue Pharm. Prods., LP*, No. 1:17-op-45171 (N.D. Ohio filed Dec. 22, 2017); *Boone County Comm'n v. AmerisourceBergen Drug Corp.*, No. 1:17-op-45061 (N.D. Ohio filed Dec. 14, 2017); *Fayette County Comm'n v. Cardinal Health, Inc.*, No. 1:17-op-45062 (N.D. Ohio filed Dec. 14, 2017); *Kanawha County Comm'n v. Rite Aid of Md., Inc.*, No. 1:17-op-45063 (N.D. Ohio filed Dec. 19, 2017); *Jefferson County Comm'n v. Purdue Pharm. Prods., LP*, No. 1:17-op-45170 (N.D. Ohio filed Dec. 22, 2017); *Morgan County Comm'n v. Purdue Pharm. Prods., LP*, No. 1:18-op-45444 (N.D. Ohio filed Apr. 19, 2018); and *Charles Town, West Virginia v. AmerisourceBergen Drug Corp.*, No. 1:19-op-45250 (N.D. Ohio filed Apr. 16, 2019) (the "MDL Actions").

B. "*Agreement*" and "*Settlement Agreement*" mean this settlement agreement together with the Exhibits hereto and all executed Election and Release Forms (to be provided per Section III.B in the form attached as Exhibit D).

C. "*Agreement Party*" means Mylan and Plaintiffs.

D. "*Alleged Harms*" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse or abuse of a Product, non-exhaustive examples of which are described in the documents listed on Exhibit A,

including but not limited to 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 Mylan.

E. "*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; or (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). 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.

F. "*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 Sections VI and VII below.

G. "*Claim*" means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, restitution, contribution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, action, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, attorneys' fees and costs, claim for payment of unpaid fees, and/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 any forum and 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.

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

N. "*Court*" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County).

O. "*Covered Conduct*" means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (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, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) in any line of business arising from or relating in any way to (1) alleged opioid-related overdoses, abuses, crises, epidemics, or injuries; (2) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, or use or abuse of, or operating policies or procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product, including, but not limited to, any generic, unbranded, or branded promotion, marketing, or advertising, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the selective breeding,

harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, repackaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Products; (5) orders, prescriptions, formularies, guidelines, payments, or rebates for a Product; (6) 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 claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; (7) any system, plan, policy, or advocacy relating to any Product; (8) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any controlled substances, including Products; (9) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; (10) suspicious order monitoring and diversion control programs; and/or (11) any conduct alleged in the Actions, or conduct that could have been alleged in the Actions or similar potential or actual litigation by any Local Government. For avoidance of doubt, products other than the Products are not included in Covered Conduct. The Parties intend that "Covered Conduct" be interpreted broadly.

P. "*Effective Date*" means the date on which Mylan makes the payment described in Section III.A.

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

R. "*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.

S. "*Litigation Cost Amount*" means the amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Mylan and the Released Entities in the Actions, and to be disbursed as provided by the Court.

T. "*Litigating Local Government*" means any 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 Claims on or before the Execution Date that were not separately resolved prior to that date, regardless of whether the Local Government brought suit against Mylan or one or more Released Entities. 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. For the avoidance of doubt, Litigating Local Governments includes but is not limited to Plaintiffs, Cabell County, and the City of Huntington.

U. "*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.

V. "*MLP Dismissal Order*" means the order attached hereto as Exhibit F, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the *Roane County* Action.

W. "*MDL Court*" means the court overseeing the multi-district litigation captioned *In re Opioid Litig.*, No. 1:17-MD-2804 (N.D. Ohio).

X. "*MDL Notice of Voluntary Dismissal*" means the notice attached hereto as Exhibit G, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the MDL Court.

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

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

AA. "*Non-Party*" means any entity other than Mylan, Released Entities, and Participating Local Governments.

BB. "*Non-Party Covered Conduct Claim*" means a Claim against a Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

CC. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

DD. "*Non-Released Entities*" means any person or entity other than the Released Entities.

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

FF. "*Participating Local Government*" means Plaintiffs and any Local Government that executes the Election and Release Form and meets the requirements for becoming a Participating Local Government under subsection VII.B or VII.C.

GG. "*Party*" means Mylan and all Participating Local Governments.

HH. "*Plaintiffs*" means the Litigating Local Governments that brought suit against any Released Entity either before the Court, the MDL Court, or in other courts, including specifically, but without limitation, Roane County, Ritchie County, Wood County, Wirt County, Jackson County, Pleasants County, Berkeley County, Boone County, Fayette County, Kanawha County, Jefferson County, Morgan County, City of Spencer, City of Ripley, Town of Ravenswood, City of Williamstown, Town of Elizabeth, City of St. Mary's, and Town of Harrisville; Berkley County; Boone County, Fayette County, Kanawha County, Jefferson County Commission, Morgan County, and City of Charles Town.

II. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product 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) benzodiazepines, carisoprodol, zolpidem, and gabapentin; (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, anesthetics, or sedatives, prescribed, sold, bought, or dispensed to be used together with any product that includes opioids or opiates; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products; (4) all opiate antagonists, including but not limited to naloxone and naltrexone; and (5) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, butorphanol, codeine, diphenoxylate, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, propoxyphene, tapentadol, tramadol, opium,

heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, zolpidem, gabapentin, or any variant of these substances or any similar substance, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration ("DEA") as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act. "Product" also includes any natural, synthetic, semi-synthetic of chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

JJ. "*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.

KK. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth by Court Order.

LL. "*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, the Products, the Actions, and/or Alleged Harms whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasors, whether directly, representatively, derivatively, or in any other capacity, have, including all past and present civil, derivative, regulatory, administrative, or any other Claims that the Releasors may have under any applicable state, federal, regulatory, or administrative law or statute. The Parties intend that "Released Claims" be interpreted broadly. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any 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, the Products, the Action, 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 Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). "Released Claims" is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date. "Released Claims" also includes all

Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct.

This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of a Product. It is the intent of the Parties that such Claims be treated in accordance with applicable law. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount 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. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

MM. "*Released Entities*" means (i) Mylan Pharmaceuticals Inc.; (ii) all of the foregoing entity's respective past, present, and future, direct or indirect: parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, shareholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys; and (iii) any and all legal representatives, joint ventures, and the predecessors, heirs, executors, administrators, successors, assignees (including but not limited to assignees or purchasers of any Product), and insurers of each of the foregoing entities described in (i) and (ii) (solely in their capacity as such with respect to Released Claims and Covered Conduct).

NN. "*Releasors*" means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State 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, (b) any public entities or public instrumentalities 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, quasi sovereign, 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. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.

OO. "*Remediation Amount*" means the amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State.

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

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

RR. "*Dismissal Orders*" means the MLP Dismissal Order(s) together with the MDL Notice(s) of Voluntary Dismissal.

III. CONSIDERATION

A. *Settlement Sum.* The Settlement Sum is $1,995,000.00. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount and (2) the Remediation Amount, and is expressly contingent upon the participation provisions set forth in Section III(B). Mylan and the Released Entities shall have no obligation, liability, or responsibility in connection with distribution of the Settlement Sum, the Litigation Cost Amount, or the Remediation Amount.

B. *Participation Threshold.* Mylan's payment of the Settlement Sum is expressly conditioned upon demonstration as of the Participation Date of 100% participation by the Local Governments, including all Litigating Local Governments and all Non-Litigating Local Governments, provided, however, (1) the following eleven Non-Litigating Local Governments are encouraged, but not required, to participate: Town of Auburn; Town of Buffalo; Camden-on-Gauley Town; Town of Davy; Follansbee City; Town of Hedgesville; Town of Matoaka; Town of Meadow Bridge; Town of Pullman; Town of Reedsville; and City of Westover; and (2) up to a total of five additional Class IV Local Governments that are Non-Litigating Local Governments, other than the said eleven, shall not be required to participate, though all Non-Litigating Local Governments are encouraged to participate (the "Participation Threshold"). Plaintiffs shall be deemed Participating Local Governments as of the Execution Date. On or before the Participation Date, Counsel shall provide to Mylan Election and Release Forms (in the form annexed as Exhibit D) for all Local Governments that elect to participate, other than Plaintiffs. If the Participation Threshold is not met, then Mylan is entitled to, at its sole discretion, proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata.

C. *Payment Timing.* Unless otherwise agreed upon by the Plaintiffs and Mylan in writing, within thirty (30) calendar days following the Participation Date, Mylan shall (1) if the Participation Threshold is met, make a one-time payment in the

amount of $1,995,000.00 directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel; or (2) if the Participation Threshold is not met, determine, at its sole discretion, either to proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata and make a one-time payment for the reduced settlement amount directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel. For the avoidance of doubt, the requirement that Mylan pay the Settlement Sum pursuant to this Agreement shall become binding only upon Counsel's provision to Mylan of Election and Release Forms demonstrating that the Participation Threshold of 100% participation, as described in Section III.B, has been met or, in the event that the Participation Threshold has not been met, Mylan's election to proceed with the Agreement and/or reduce the settlement amount pro rata.

D. *No Other Obligations or Payments by Released Entities.* This Agreement does not impose any obligations on the Released Entities other than those specifically provided for in the Agreement. For the avoidance of doubt, other than the Settlement Sum, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.

E. *Dismissal of Actions.* In consideration for the mutual promises and obligations set forth in this Agreement, within fourteen (14) business days of the Effective Date, Participating Local Governments with Actions pending before the Court as of the Effective Date shall file in the Court the MLP Dismissal Order effectuating the dismissal with prejudice of the Actions as to Mylan and all other Released Entities. Participating Local Governments with Actions pending in other courts as of the Effective Date, including but not limited to Actions pending in the MDL Court, shall dismiss their Actions with prejudice as to Mylan and all other Released Entities within fourteen (14) business days of the Effective Date by filing the MDL Notice of Voluntary Dismissal in each Action. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs (other than the Litigation Cost Amount).

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. The Released Entities shall have no duty, obligation, responsibility, liability, whether direct or indirect or express or implied, related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator. The Releasors hereby forever waive, release, and discharge any and all Claims against the Released Entities related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator.

V. 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.

VI. RELEASE AND CLAIM-OVER

A. *Scope*. As of the Effective Date, and to the fullest extent permitted by law, (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) absolutely, unconditionally, and irrevocably release, discharge, waive, and covenant 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 give the Released Entities the broadest possible bar against any and all claim, demand, liability, or relief of any kind or character whatsoever (including any Claim) as a result of, arising out of, or relating in any way to the Released Claims and extend to the full extent of the power of each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from Non-Parties for their payment obligations under this Agreement;

b. The payment of the Settlement Sum described in Section III.A shall be the sole payment 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), the Products, the Actions, and/or the Alleged Harms, and each Releasor expressly waives its right to seek reallocation to Mylan 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;

c. Claims by Releasors against Non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;

d. 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, the Products, and/or the Alleged Harms of a Non-Party under any theory, including on the basis of contribution, indemnity, or other claim-over (a "*Claim-Over*");

c. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith; and

f. The actions of a Releasor and the Released Entities taken pursuant to Section VI.B.4 must, in combination, ensure the Released Entities are not required to pay more with respect to Covered Conduct than the Settlement Sum owed by Mylan under this Agreement.

2. *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 a 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.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), the Products, the Actions, and/or the Alleged Harms, 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 Mylan in subsection VI.B.2, 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.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms against a Non-Released Entity that does not contain a prohibition like that in subsection VI.B.2, 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 subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity 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 the Covered Conduct, the Products, the Actions, and/or the Alleged Harms (beyond the amounts that will already have been paid by Mylan under this Settlement Agreement). Such steps may include, where permissible:

a. Filing of motions to dismiss or such other appropriate motion by Mylan or the Released Entities, and supported by the Releasors, in response to any Claim filed in litigation or arbitration;

b. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

c. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

d. Return of monies paid by Mylan to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

e. Payment of monies to Mylan by that Releasor to ensure that it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

f. Credit to the Released Entity under this Agreement to reduce the overall amount to be paid under this Agreement such that the Released Entity is held harmless from the Claim-Over; and

g. Such other actions as the Releasors and the Released Entity may devise to hold the Released Entity harmless from any Claim-Over.

C. *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 waives and fully, finally, and forever releases, and discharges 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 VI.C. 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 waives and fully, finally, and forever settles, releases and discharges, 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 Government's decision to participate in the Agreement.

D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity; (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims; and (c) will not participate in or join as a class member or class representative in a class action lawsuit and/or bring any claim, action, suit, appeal, or other proceeding against any Released Entity, directly or indirectly, regarding any and all Released Claims, and acknowledge that this Agreement is a bar to any such claim, action, suit, appeal, or other proceeding.

E. *Res Judicata.* Nothing in the 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 Dismissal Order or other judgment entered on the Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* On or before the Participation Date, the State will provide an Election and Release Form (in the form annexed as Exhibit I). By executing the Election and Release Form, the State confirms that it will settle and release (1) its claims; (2) the claims of 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) the claims of 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 Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.

G. *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.

H. *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, the Products, and/or the Alleged Harms that are not asserted in any Actions to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims by Releasors against parties who are not Released Entities, Claims by private 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 Plaintiffs take no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct, the Products, the Actions, and/or 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 Amount serves as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

VII. PARTICIPATION BY LOCAL GOVERNMENTS

A. *Notice.* As soon as practicable after the Execution Date, Plaintiffs' Counsel 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 by letter, email, and other standard, non-publicized forms of notification.

B. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Plaintiff becomes a Participating Local Government by virtue of execution of this Agreement, as of the Execution Date. All other Litigating Local Governments and Later Litigating Local Governments 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.

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 its claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. *Requirements for Becoming a Participating Local Government: Authority.* Plaintiffs and each Local Government that executes an Election and Release Form (Exhibit D) each represents and warrants that (a) its executing representative has full legal right, power, and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement or the Election and Release Form joining this Agreement by such Local Government and the consummation by such Local Government of the transactions contemplated by this Agreement have been duly authorized by such Local Government, (c) this Agreement constitutes a valid, binding, and enforceable agreement, and (d) such Local Government has not assigned any of the claims released herein to any person or entity and no consent or approval of any person or entity is necessary for such Local Government to enter into this Agreement. Each Local Government further represents and warrants that it is represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, has been given the opportunity to review independently this Agreement with such legal counsel, and agrees to the particular language of the provisions herein, that each Local Government has had a reasonable amount of time in which to review and consider this Agreement, that each Local Government has read and understands all of the provisions herein, that each Local Government is competent to enter into this Agreement, and that each Local Government is entering into this Agreement knowingly and voluntarily of its own free will. Each Plaintiff by executing this Agreement and each other Local Government by executing the Election and Release Form further represents that it does not rely on inducements, promises, or representations made by anyone other than those embodied in the Agreement.

E. *Representation With Respect to Local Government Participation.* Plaintiffs' Counsel believes the Settlement Agreement to be fair and represents and warrants that Plaintiffs' Counsel has a good faith belief that all Litigating Local Governments will become Participating Local Governments. Counsel acknowledges the materiality of the foregoing representation and warranty. Further, Plaintiffs' Counsel will use 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 Plaintiffs' Counsel shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Mylan and Released Entities, which may include seeking the enactment of a legislative Bar.

F. *Non-Participating Local Governments.* To the extent there are any Non-Participating Local Governments, Mylan shall exercise its election as set forth in Section III(B). If Mylan elects to proceed with the Agreement and/or reduce the

settlement amount pro rata, Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

G. *Representation With Respect to Abatement Claims.* The Plaintiffs represent and warrant that the Remediation Amount shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement Agreement is intended to release the Released Claims, which include but are not limited to any and all Claims for abatement within the State. The Plaintiffs acknowledge the materiality of the foregoing representation and warranty.

H. *Representation With Respect to Litigation Cost Amount.* Counsel submits to the jurisdiction of the Court for purposes of an application to receive attorneys' fees and costs from the Common Benefit Fund, 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. *Case Management Order.* The Parties will at Mylan's election jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit H, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

VIII. MISCELLANEOUS

A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Mylan and Plaintiffs and between the Released Entities and all Releasors. Mylan is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience, and uncertainty. Mylan denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Mylan or any Released Entity of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Actions, or in any other past, present, or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) 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.* The Parties agree that, in any future legal or other proceeding, evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be used in any way, shall not be discoverable or admissible in any respect, and shall be without prejudice to each Party's legal position, except in connection with any action to enforce this

Agreement. For the avoidance of doubt, the Parties agree that evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, (1) shall not be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those Actions, or any wrongdoing, fault, or liability of any Released Entities; and (2) is not, shall not be deemed to be, and shall not be used as an admission or evidence relating to any liability, fault, or omission of Released Entities. This Agreement, evidence of this Agreement or concerning any term or provision in this Agreement, and any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be admissible in any proceeding for any purpose, including without limitation any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except to enforce the terms of the Agreement. Notwithstanding the foregoing, the Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

C. *Use of Evidence at Trial.* The Releasors agree that any evidence in any trial of any Claims brought by any Releasors that references Released Entities or Products will be used solely against Non-Released Entities that are defendants in such a trial.

D. *No Precedential Value.* No part of this Agreement is intended for use by any non-Party for any purpose, including submission to any court for any purpose. The Parties agree and acknowledge that this Agreement carries no precedential value and should not be relied upon by any person or entity as evidence of any obligation of any Party under any circumstances, including to but not limited to similar circumstances.

E. *No Affirmative Publicity.* Plaintiffs, each Participating Local Government, and their respective Releasors and Counsel agree that they will not affirmatively issue any press releases or media announcements concerning the fact of a settlement, the settlement terms, or the Agreement at any time, including after the Execution Date, the Participation Date, and the Effective Date. The Released Entities acknowledge that Releasors are public entities and that this provision shall in no way prevent Releasors from fully complying with all laws regarding public disclosures, seeking approval of this settlement, or fulfilling their role as publicly elected officials. Notwithstanding the foregoing, Mylan shall have the right to disclose the settlement in connection with its financial, legal, insurance, securities, or reporting procedures or obligations as needed or appropriate.

F. *Non-Disparagement.* Plaintiffs, each Participating Local Government, and their respective Releasors and Counsel agree not to make any written or verbal statement to any person or entity at any time in the future that is critical, denigrating, or otherwise reasonably likely to be harmful to the Released Entities, or to be injurious to the goodwill, reputation, or business standing of the Released Entities, relating to the Released Entities' role or alleged role with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms.

G. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length, and the State and the Participating Local Governments agree that the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein represent appropriate and fair consideration.

H. *Taxes.*

1. 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 ("IRC") and Regulation Section 162-21(b) *et seq.*, the Remediation Amount paid by Mylan constitutes restitution or remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law within the meaning of IRC Section 162(f)(2)(A). 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 within the meaning of Regulation Section 1.162(f)-21(e)(4)(iii)(A); and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments or an election to be treated in lieu of a fine as such under Regulation Section 1.162(f)-21(e)(4)(iii)(B).

2. The State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service signed by the Appropriate Official as defined in Regulation Section 1.6050X-1(f)(1), and in compliance with regulations prescribed under Regulation Section 1.6050X-1 *et seq.*, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Mylan prior to January 31st following the year in which this Agreement becomes binding.

3. The State and Participating Local Governments shall cooperate in good faith with Mylan with respect to: (a) preparation of Form 1098-F described above, (b) documentation required by Regulation Section 1.162-21(b)(3)(ii), and (c) tax claims, disputes, investigations, audits, examinations, contests, litigation, or other proceedings relating to this Agreement.

4. Mylan 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, and shall have no obligation, liability, or responsibility in connection with any tax filings to be made by the State and Participating Local Governments.

I. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Mylan or the Released Entities in violation of applicable federal, state, or other laws.

J. *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.

K. *Binding Agreement.* This Agreement, inclusive of all Releases, including the Election and Release Forms by the State and Participating Local Governments, which are incorporated hereto, shall be binding upon, and inure to the benefit of, the successors and assignees of the Agreement Parties and the Released Entities.

L. *Choice of Law.* The Parties shall meet and confer in an attempt to resolve any issues arising under this Agreement. Barring resolution, 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.

M. *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. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

N. *No Party Deemed to be the Drafter.* None of the Agreement 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 hereof.

O. *Authority.* Undersigned counsel for Plaintiffs represents and warrants that Plaintiffs have duly authorized such undersigned counsel to enter into this Agreement on their behalf.

P. *Modification.* This Agreement may only be altered, amended, modified, or otherwise changed by a written agreement of the Parties.

Q. *Waiver.* This Agreement shall not be subject to waiver, modification, or amendment unless by written instrument duly executed by the Parties. 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. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Mylan or any other Released Entity in any action (including, but not limited to, the Actions) or any other proceeding. This Agreement shall not be construed or used as a waiver of any Mylan or Released Entity's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the Covered Conduct, the Products, the Actions and/or the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit any Mylan or Released Entity in any way whatsoever from taking legal or factual positions with regard to any Covered Conduct and/or Products in defense of litigation, other legal proceedings, or investigations.

R. *Entire Agreement.* This Agreement, which expressly includes all executed Election and Release Forms, represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

S. *Counterparts.* This Agreement may be executed in counterparts, and an electronic signature, facsimile signature, or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. Each counterpart shall be deemed an original, all of which together shall constitute one and the same agreement.

T. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such void, invalid, illegal, or unenforceable provision shall be severed from the Agreement and shall not affect any other provision of this Agreement, which shall remain in full force and effect. Material provisions are those in Sections III.A, III.B, III.E, V, VI, VII.B, VII.C, VII.D, VII.E, and VII.G of this Agreement, which shall not be severable.

U. *Notice.* All notices under this Agreement shall be provided to the following via email and hard copy sent by Overnight Mail:

Counsel for Mylan

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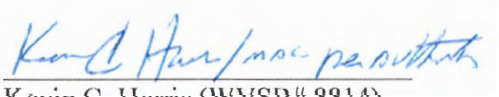
Authorized and agreed to by:

Douglas Miner

MYLAN PHARMACEUTICALS INC.
Douglas Miner
General Counsel, North America



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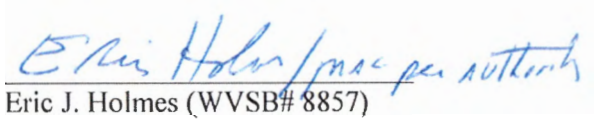
On behalf of Plaintiffs



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On behalf of Plaintiffs

13

A RESOLUTION
AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE WEST VIRGINIA COMMUNITY CORRECTIONS FUND FOR THE HARRISON COUNTY COMMUNITY CORRECTIONS PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Harrison County Commission participated in the West Virginia Community Corrections Program, and

WHEREAS, the Community Corrections Program of Harrison County is important for the County's criminal justice services, and

WHEREAS, the Harrison County Commission determined that this project is eligible for West Virginia Community Corrections funding, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Community Corrections Program for the continued operation of the community corrections program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said West Virginia Community Corrections Program Grant, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

WHEREAS, it is required that the Harrison County Commission commit funds to the project.

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the acceptance of funds from the West Virginia Community Corrections Fund in an amount of **$100,000** and said program shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission hereby commits 30% match required in the application for the project.

3. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said grant and made a part of said Resolution as if set forth herein.

4. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Community Corrections Grant, including providing necessary additional information to the State government.

PASSED by the Harrison County Commission on this the 7th day of June 2023.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

Some of the most common legal roles in bond transactions are that of issuer counsel, bond counsel, underwriter counsel, disclosure counsel, and special tax counsel. GFOA recommends issuers be aware of the different roles played by the types of counsel involved in a bond transaction. The role of each is outlined below, although it is also important to understand that some roles may be filled by different or multiple parties depending on the situation.

ISSUER COUNSEL

Issuers often include their own legal counsel, i.e. a city attorney, general counsel, county counsel, etc. in their financing team due to their special expertise with state and local bond authorization statutes and rules. Investors need assurance that an issuer has followed all legally required steps prior to the issuance of bonds, including compliance with state and local election, meeting, filing, disclosure laws, and other regulations or actions related to the borrowing, as applicable. It is often important that the issuer counsel review disclosure, bond sale, and other legal documents associated with transactions to ensure that the representations, commitments, and obligations in the bond documents do not conflict with the issuer's other policies and rules and to assist the issuer in determining the accuracy and completeness of material information.

Usually in concert with recognized bond counsel, they advise in a legal capacity prior to the actual issuance of a legal opinion on bond issues. While issuer's counsel may perform many of the same or similar legal functions of bond counsel, they do not act as recognized bond counsel. In cases where an issuer does not have an issuer's counsel, recognized Bond Counsel may be required to perform these duties for the jurisdiction.

BOND COUNSEL

Role Before and During the Bond Issuance Process

Bond Counsel is an important member of the debt issuance team who is retained by the Issuer but represents the interests of the bondholders. Bond Counsel provides a legal opinion that:

- Issuer is authorized to issue proposed municipal securities and has met all legal and procedural requirements necessary for issuance.

- If applicable, interest on the proposed securities will be excluded from gross income of the bondholders (Federal and/or State and/or local)

In order to provide and document these legal opinions, Bond Counsel provides services including analyzing the legality of the project and security structure and drafting documents including the bond indentures, resolutions, ordinances, tax certificates, ballot language, public notice, and other documents needed for the transaction. In addition, Bond Counsel often handles disclosure related items such as drafting or reviewing documents such as the official statement, continuing disclosure agreements (CDAs), notices of sale or intention to sell, and preparation or review of negative assurance on the official statement – sometimes referred to as a SEC Rule 10b-5 opinion. Bond counsel may also assist with the due diligence process leading up to the issuance of the bonds including a review of past compliance with continuing disclosure agreements and may review the issuer's Annual Comprehensive Financial Report, website, and other information to ensure consistency and appropriateness of information provided to the market.

As discussed in the GFOA Best Practice: Selecting Bond Counsel, GFOA recommends that a competitive selection process is used in selecting firms for Bond Counsel, Disclosure Counsel, and Tax Counsel. Fee arrangements may include fixed fee or hourly fees, with or without caps. Fees may be contingent upon the sale of bonds, although caution should be exercised in these types of arrangements that there are not incentives to inappropriately issue bonds.

Role Following the Bond Issuance Process

In addition to the services provided during a bond transaction, bond counsel may also assist issuers with post-issuance compliance policies and procedures, audits or inquiries from the IRS or SEC, and corrective actions when violations are found. Bond Counsel may also assist with annual filings or material event filings.

UNDERWRITER'S COUNSEL

In negotiated sales, the underwriter may retain their own counsel. Such counsel assists the underwriter in meeting its legal responsibilities in a bond transaction. This may include drafting or reviewing documents such as the bond purchase agreement, official statements, disclosure documents, Blue Sky

memoranda, the agreement among underwriters, negative assurance, and other various documents. The underwriter's counsel will review various aspects of the bond transaction to assist the underwriter in meeting its due diligence obligation and will negotiate the purchase agreement on behalf of the Underwriter. Underwriter's counsel fees are often paid from the expense component of the underwriter's gross spread but can also be funded from the financing team cost of issuance. Issuers should be mindful of this significant expense and reach agreement early in the sale process over the fee to be charged by underwriter's counsel.

As discussed in the GFOA Best Practice: Issuer's Role in Selection of Underwriter's Counsel, GFOA recommends that issuers minimize their involvement in the selection of underwriter's counsel. Issuers should have a role in ensuring that underwriter's counsel is competent, has no conflicts of interest, and that costs are reasonable. However, issuers should understand that the underwriter ultimately bears responsibility for the adequacy of its own counsel.

While underwriter's counsel has sometimes been tasked with the preparation of disclosure documents, including the official statement, in negotiated transactions, GFOA recommends that **issuers rely upon their bond counsel, disclosure counsel, or municipal advisor to oversee preparation of these key documents,** as these professionals are selected by the issuer and can assist with responsibilities after the transaction.

DISCLOSURE COUNSEL

Role Before and During the Bond Issuance Process

A separate Disclosure Counsel is sometimes retained by a government to assist with federal securities law and disclosure documents related to public bond issuances. This may include, but is not limited to, drafting, or reviewing documents such as the official statement or portions thereof, continuing disclosure agreements (CDAs), notices of sale or intention to sell, and preparation of negative assurance on the official statement. In addition to the documents, disclosure counsel may also assist with the due diligence process leading up to the issuance of the bonds including a review of past compliance with continuing disclosure agreements and may review the issuer's Annual Comprehensive Financial Report, website, and other information to ensure consistency and appropriateness of information

provided to the market. These services are often provided by bond counsel, but issuers may choose to hire a separate disclosure counsel in situations where their bond counsel firm lacks the necessary securities law expertise or in situations where there are unique and/or complex disclosure issues to navigate in the bond transaction.

Role Following the Bond Issuance Process

Following issuance of bonds, governments are responsible for managing agreed upon post-issuance compliance responsibilities, including compliance with CDAs as well as federal and state tax law and regulations. Disclosure Counsel may be retained for periods following issuance of bonds to coordinate annual filings with the issuer and to confirm that the content and timeliness of the filings satisfy the requirements of the CDAs. In addition, disclosure counsel may assist with other material event filings and may assist issuers in any enforcement proceedings with the SEC, IRS, or other regulatory bodies. Disclosure counsel may also review or draft policies and/or procedures related to post-issuance compliance.

SPECIAL TAX COUNSEL

Issuers sometimes retain a special tax counsel to provide expertise with respect to tax law on a bond transaction. While this is a function often provided by bond counsel, issuers may consider a special tax counsel in situations where their bond counsel firm lacks the necessary tax expertise or in situations where there are unique and/or complex tax issues to navigate in the bond transaction. Services provided during bond issuance may include preparation of the formal tax opinion, review of the official statement, and assistance with IRS private letter rulings. After the bonds are issued special tax counsel may also assist with IRS audits and if any tax violations have occurred, may assist with any remediation procedures such as the IRS Voluntary Closing Agreement Program (VCAP). Issuers may wish to consider retaining a separate law firm if an audit brings into question a tax opinion previously provided by special tax counsel.

BANK COUNSEL

For private placements, direct purchases, bank loans, and letter of credit and standby agreements, a bank often retains their own counsel to prepare various legal documents associated with the financing transaction. Document preparation, including the loan

agreement, continuing covenant agreement, and/or credit enhancement agreement, generally occurs after an issuer conducts a solicitation and selects a bank based on it having the best proposed term sheet.

In certain variable-rate transactions, bank counsel may also draft letter(s) of credit and/or standby purchase agreements on behalf of the bank. These agreements, including covenants placed on the government not included in the original term sheet, are negotiable and should be carefully reviewed by the government and its municipal advisors. Bank counsel fees are often paid by the government involved in the transaction.

17

Resolution Submitting TIF Application

RESOLUTION

WHEREAS, The County Commission of Harrison County, West Virginia (the "County Commission") is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia 1931, as amended (the "Act"), to create development and redevelopment districts, cause project plans to be prepared, to approve project plans, issue tax increment financing obligations and to take such other actions necessary or desirable to facilitate the orderly development and economic stability of Harrison County, West Virginia (the "County"), all as more fully set forth in the Act;

WHEREAS, by an Order adopted on October 4, 2007, the County Commission created the development district known as "Harrison County Development District No. 3 – White Oaks" (the "TIF District");

WHEREAS, by an Order entered on May 21, 2015, the County Commission approved the development by the Developer of a second development project plan within the TIF District, known as the "White Oaks Project No. 2" (the "Original Phase II TIF Project Plan");

WHEREAS, by an Order entered on December 28, 2018, the County Commission approved the amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District (the "First Amended Phase II TIF Project Plan");

WHEREAS, the Developer has requested that the County Commission consider the further amendment of the Original Phase II TIF Project Plan to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District (the "Second Amended Phase II TIF Project Plan"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of the Second Amended Phase II TIF Project Plan, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the County Commission has received and reviewed the Tax Increment Financing Application, which has been submitted by the Developer (the "Application") relating to the Second Amended Phase II TIF Project Plan;

WHEREAS, the County Commission did, on June 7, 2023, following proper notice thereof, hold a public hearing with respect to the Application wherein interested parties were afforded a reasonable opportunity to express their views on the proposed approval of the Application and the Second Amended Phase II TIF Project Plan;

WHEREAS, the County Commission has, following such public hearing, found and determined that the approval of the Application will benefit the County and its residents by facilitating the orderly development and economic stability of the County, and that development therein will encourage investing in job-producing, private development and expand the public tax base of Harrison County, that future capital improvements will result in the increase in the value of property located in the TIF District and will encourage increased employment and business activity within such area and will serve a public purpose of the County Commission; and

WHEREAS, the County Commission now desires to submit the Application to the West Virginia Department of Economic Development ("WVDED") for consideration of approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

1. It is hereby found and determined following the public hearing thereon that the Application, as submitted to the County Commission, is approved and is in form and substance suitable for submission to WVDED for its consideration of approval and the County Commission approves the submission of the Application to the WVDED for consideration of approval.

2. It is hereby found and determined that the Second Amended Phase II TIF Project Plan is not reasonably expected to occur without the use of tax increment financing.

3. It is hereby found and determined that the development as set forth in the Application will not be solely used for development of commercial businesses that will unfairly compete in the local economy and that development or redevelopment is in the public interest because it will (i) discourage commerce, industry or manufacturing from moving their operations to another state; (ii) result in increased employment in the County; or (iii) result in preservation or enhancement of the tax base of the County.

4. It is hereby authorized and ordered that the President of the County Commission cause the Application and all other necessary documentation to be submitted to WVDED, together with a request for approval thereof.

5. The President and Members of the County Commission and other officials and employees of the County Commission are hereby authorized and directed to take such actions as they shall deem appropriate in facilitating the approval of the Application.

6. This Resolution shall become effective immediately upon adoption.

[Signature Page Follows]

Adopted this 7th day of June, 2023.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By:_____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution was duly adopted by the Members of The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on June 7, 2023, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 7th day of June, 2023.

By:_____
County Clerk

Development District No. 3 - White Oaks Project
Harrison County, West Virginia
Tax Increment Projections

Prepared By:

MUNICAP, INC.
PUBLIC FINANCE

May 19, 2023

Development District No. 3 - White Oaks Project
Harrison County, West Virginia
Tax Increment Projections

Table of Contents

PROJECTED REVENUES AVAILABLE FOR DEBT SERVICE

Real Property Tax Increment Revenues

I.	Calculation of Assessed Value - Current Assessed Value for Proposed & Existing Development Comprising Development District Number 3	1
II.	Calculation of Assessed Value - Current Assessed Value for Personal Property within Development District Number 3	2
III.	Summary of Pad-Ready Development	6
IV.	Projected Absorption	
	A. Signed Contract Pad-Ready Commercial	7
	B. Pad-Ready Residential Apartments	8
	C. Pad-Ready Residential Homes	9
V.	Projected Assessed Value	
	A. Signed Contract (Pad-Ready 2023) - Commercial	10
	B. Pad-Ready 2023 Projected Assessed Value (Class IV) - Residential	11
	C. Pad-Ready 2023 Projected Assessed Value (Class II) - Residential	12
	D. Total Development	14
VI.	Current and Projected Assessed Value	
	A. Current Assessed Value for Unincorporated Area of County (Class II)	15
	B. Current Assessed Value for Unincorporated Area of County (Class III)	16
	C. Current Assessed Value for Incorporated Area of County (Class IV)	17
	D. Current Assessed Value (Class II, III, & IV)	18
VII.	Base Value Development District Number 3	19
VIII.	Tax Levy Eligible for Debt Service	21
IX.	Projected Incremental Real Property Taxes Available for Debt Service	
	A. Class II Unincorporated Area of County (Vacant or No Imminent Development)	22
	B. Class III Unincorporated Area of County - District 5 (Existing Development and Vacant or No Imminent Development)	23
	C. Class III Unincorporated Area of County - District 15 (Vacant or No Imminent Development)	24
	D. Class IV Incorporated Area of County (Existing Development and Vacant or No Imminent Development)	25

Development District No. 3 - White Oaks Project
Harrison County, West Virginia
Tax Increment Projections

Table of Contents

	E. Projected Incremental Real Property Taxes Available for Debt Service - Class IV Incorporated Area of County (Pad-Ready Development)	26
	F. Projected Incremental Real Property Taxes Available for Debt Service - Class II Incorporated Area of County (Pad-Ready Development)	27
X.	Projected Total Incremental Real Property Taxes Available for Debt Service	28
	Personal Property Tax Increment Revenues	
XI.	Projected Incremental Personal Property Taxes Avaliable for Debt Service	
	A. Class III Unincorporated Area of County	29
	B. Class IV Unincorporated Area of County	30
XII.	Projected Total Incrmental Personal Property Taxes Avaliable for Debt Service	31
	Total Property Tax Increment Revenues	
XIII.	Projected Total Incremental Property Taxes Available for Debt Service	32
XIV.	Total Projected Debt Service Coverage	33
	Comparable Properties	
XV.	Assessed Value of Comparable Properties	
	A. Real Property	34
	B. Personal Property	36
	Bonds Projections - 2021B Bonds Restructured	
XVI.	Sources and Uses of Funds - Bond Issuance Assumptions	37
XVII.	Projected Repayment of Restructured 2021 B Bonds	38

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

PROJECTED REVENUES AVAILABLE FOR DEBT SERVICE

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Real Property Tax Increment Revenues

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Schedule 1: Calculation of Assessed Value - Current Assessed Value for Proposed & Existing Development Comprising Development District Number 3[1]

District/Map/Parcel	Parcel	Owner	Use[2]	Total Assessed Value Tax Year 2023[3] Total
Class II Real Property (Vacant or No Imminent Development)				
5	249003400030000	Ferguson, Constance W	Vacant	$1,980
Sub-total				**$1,980**
Sub-total Class II				**$1,980**
Class III Real Property (Existing Development)				
5	249003500000000	Market Place at Bridgeport, LLC	Retail and restaurant also additional land	$1,347,060
Sub-total				**$1,347,060**
Class III Real Property (Vacant or No Imminent Development)				
5	249003500010000	High Tech Corridor Development	Entrance and highwall - no future development	$9,300
5	249003500020000	Yeager, Joseph Neil Jr.	Vacant	$200
5	249003500030000	Market Place at Bridgeport, LLC	Future retail	$271,680
15	250001300040000	High Tech Corridor Development	Vacant - Highwall no future development	$10,610
Sub-total				**$291,790**
Sub-total Class III				**$1,638,850**
Class IV Real Property (Existing Development)				
16	2436003100000000	1896 Ventures LLC	Insurance office	$952,680
16	2436002300000000	3WD LLC	Thrasher office building	$6,094,380
16	2436000600000000	Ava Properties WV LLC	Subway restaurant	$687,060
16	250001300060000	Bridgeport AL Investors	Assisted living facility	$10,407,480
16	2436001600000000	Bridgeport Harmony	Multi tenant building	$1,024,860
16	2436000300000000	Bridgeport Hospitality	Holiday Inn Express	$2,810,460
16	250001400050000	Bruceton Farm Service	Gas station and convenience store	$1,615,920
16	2436002600000000	Century Hospitality	Hawthorn Suite	$4,828,920
16	2436002900010000	Clear Mountain Bank	Financial institution	$1,334,580
16	249003700010000	High Tech Corridor Development	Highwall next to IHOP	$8,640
16	2436000800000000	Huntington National Bank	Financial institution	$773,760
16	2436002800000000	J LLC	Assisted living facility	$1,069,120
16	250001400030000	Joe DeFazio Oil Company	Gas station and convenience store	$1,237,560
16	2436002100000000	Justice Federal Credit Union	Financial institution	$3,786,540
16	2436001200000000	LIG LLC	Sheets convenience and gas station	$1,036,020
16	2436001500000000	Macel Lane LLC	Office AST	$712,680
16	249003700020000	Market Place at Bridgeport, LLC	Retail restaurant and office	$3,627,660
16	2436002000000000	Moe Real Estate LLC	TGI Fridays	$527,160
16	2436001400000000	NPRE Bridgeport LLC 12.5% Int	Comfort Suites	$3,060,000
16	2436000400000000	Premier Bank	Financial institution	$942,480
16	2436003300000000	Primary Aim LLC	Wendy's restaurant	$816,420
16	2436001900000000	Progress Properties Two	Multi tenant office building	$3,103,020
16	2436000200000000	RCS 400 White Oaks LLC	Steptoe and Johnson law office	$12,437,460
16	250001400060000	RS Property Management	Retail restaurant	$840,900
16	2436000700000000	Shaner Investments	Courtyard by Marriott	$4,612,200
16	2436000900000000	Short Stack LLC	IHOP	$975,600
16	2436001700000000	Southview Centre LLC	Multi-tenant office building	$3,950,520
16	2436000500000000	Spectrum Properties LLC	Multi-tenant office building	$2,318,640
16	2436001300000000	Ten Mile Commercial LLC	Commercial office building	$1,708,860
16	2436001100000000	United Hospital Center Inc	Urology clinic	$0
16	2436001800000000	White Oaks Professional Building	Office building	$618,840
16	2436002900000000	White Oaks Retail	Retail and restaurant	$1,322,940
16	2436002700000000	White Oaks Retail Village	Retail and restaurant	$1,314,060
16	2436001000000000	Wholesale Tire Inc	Commercial office building	$942,060
16	2436003000000000	Wise Realty LLC	Commercial office building	$1,378,680
Sub-total				**$82,878,160**
Class IV Real Property (Future Development)				
16	250001300030000	High Tech Corridor Development	Future development	$2,112,180
Sub-total				**$2,112,180**
Class IV Real Property (Vacant or No Imminent Development)				
16	250001400010000	High Tech Corridor Development	Future development	$376,080
16	2436000100000000	High Tech Corridor Development	Future development	$1,279,680
16	249003700030000	Market Place at Bridgeport, LLC	Future development	$50,340
16	2436003200000000	Real Big Company, LLC	Future office by others	$349,740
16	2436003400000000	United Hospital Center Inc	Future hospital development	$401,040
16	2436002200000000	White Oaks Properties, LLC	Future development	$3,652,740
16	2436002500000000	White Oaks Properties, LLC	Future development	$2,794,680
16	2436002400000000	3WD LLC	Vacant in front of Thrasher No anticipated develop	$528,540
16	250001400020000	City of Bridgeport	Infrastructure	$0
16	2436000100010000	City of Bridgeport	Infrastructure	$0
16	2436000300010000	City of Bridgeport	Infrastructure	$0
16	250001300050000	Dominion Energy Transmission I	Berkshire Hathaway - Tax paid directly to the state	$0
Sub-total				**$9,432,840**
Sub-total Class IV				**$94,423,180**
Total Tax Year 2023 Class II, III, & IV Real Property Assessed Value				**$96,064,010**

MuniCap, Inc. *19-May-23*

[1] Source: Harrison County Assessor.

Schedule II: Calculation of Assessed Value - Current Assessed Value for Personal Property within Development District Number 3[1]

District	Property ID	Owner	Tax Year 2023 Assessed Value
Class III Property (Existing Development)			
5	3074889		$0
5	3068111	ANATOMICAL DESIGNS LLC	$5,141
5	3069438	DON PATRON INC	$72,763
5	3078385	GRAYHAWK LEASING LLC	$1,820
5	3074857	NUCO2 SUPPLY LLC	$308
5	3082322	SHRIMPY AND SNAPPYS	$3,358
5	3068114	THE COUNTERTOP STORE	$12,720
Sub-total Class III			**$96,110**
Class IV Property (Existing Development)			
16	2413230		$0
16	3028721		$0
16	3030908		$0
16	3030956		$0
16	3044225		$0
16	3052081		$0
16	3052147		$0
16	3053911		$0
16	3053998		$0
16	3058601		$0
16	3058829		$0
16	3058830		$0
16	3058953		$0
16	3059197		$0
16	3060840		$0
16	3061241		$0
16	3063172		$0
16	3063180		$0
16	3063389		$0
16	3064703		$0
16	3064855		$0
16	3064892		$0
16	3064933		$0
16	3065236		$0
16	3067257		$0
16	3067475		$0
16	3067635		$0
16	3068574		$0
16	3069304		$0
16	3069922		$0
16	3069923		$0
16	3071577		$0
16	3071709		$0

16	3072090		$0
16	3074269		$0
16	3074913		$0
16	3061063	3WD LLC	$117,663
16	3037022	A D P INC	$667
16	3053515	A V I FOODSYSTEMS INC	$9,764
16	3074276	ACCELERATED CARE PLUS	$1,378
16	3065206	ACCENTURE FEDERAL SERVICES LLC	$35,021
16	3068325	ADT LLC	$389
16	3053808	ALAN ENTERPRIZES LLC	$138,137
16	3058858	ALLEGHENY SCIENCE	$111,704
16	3082289	AMERIGAS PROPANE LP	$173
16	3060709	ANTERO RESOURCES CORP	$454,130
16	3082246	APPALACHIAN INTEGRITY	$612
16	3067479	ASCENTIUM CAPITAL LLC	$7,139
16	3082348	AT&T CAPITAL SERVICES INC	$231
16	3072007	AVA WV LLC	$16,282
16	3067179	BFS FOODS INC	$185,138
16	3078709	BLUE RIDGE RISK PARTNERS LLC	$16,129
16	3069316	BONNIE BELLES PASTRIES INC	$54,682
16	3059280	BRIDGEPORT ACRES INC#516	$425,257
16	3071622	BRIDGEPORT AL OPERATIONS LLC	$505,802
16	3052146	BRIDGEPORT HOSPITALITY LLC	$836,353
16	3071640	BRIDGEPORT PHYSICAL THERAPY	$36,826
16	3067897	BRIDGEPORT RESTR GROUP LLC	$55,129
16	3061064	CAK LLC	$14,235
16	3071395	CANON FINANCIAL SERVICES INC	$13,493
16	2412865	CCBCC OPERATIONS LLC	$1,549
16	3062446	CENTURY HOSPITALITY BRIDGEPORT	$517,539
16	3062706	CLEAR MOUNTAIN BANK INC	$300,573
16	3056784	COCA COLA COMPANY	$23,399
16	3048636	CONOPCO INC	$305
16	3056360	CORE TECH LEASING INC	$392,282
16	3056361	COUNTRY ROAD 3059 INC	$72,424
16	3074878	COUNTRY ROADS GRILL LLC	$300
16	3069768	CSC SERVICEWORKS INC	$214
16	3052256	DE LAGE LANDEN	$89,157
16	3051798	DEFAZIO JOE OIL CO	$12,255
16	3070632	DEMUS ITALIAN SPECIALTY	$8,015
16	3082597	DMSA INC	$94,993
16	3056757	DOUGHNUT JOES LLC	$189,917
16	3037311	EASTERN ENERGY	$10,700
16	3063485	EFUNDS CORPORATION	$120
16	3072153	ELEGANT NAILS	$55,740
16	3063399	ELITE CUSTOM BUILDERS LLC	$154,376
16	3057723	ENLIVEN CHIROPRACTIC PLLC	$174,164
16	3051381	ENTERPRISE FM TRUST	$5,035,984
16	3074521	EQM MIDSTREAM PARTNERS LP	$65,301
16	3056347	FERRELLGAS LP	$435
16	3076440	FIREWORKS WEST VIRGINIA OF	$5,082
16	3064896	FIRST CITIZENS BANK & TRUST CO	$98,566
16	3056350	FIRST DATA MERCHANT SERVICES	$863
16	3069603	FIRST UNITED CORPORATION	$224,181
16	3067407	FLORIDAS NATURAL FOOD SVS	$1,192
16	3064900	FRANCOTYP POSTALIA INC	$1,244

16	3064906	FS VENTURES LLC	$127,945
16	3051595	FUSION TECHNOLOGY LLC	$17,225
16	3065002	G R & W INC	$32,789
16	3060980	GRAYHAWK LEASING LLC	$6,073
16	3074722	GREATAMERICA FINANCIAL	$3,179
16	3071681	HAMMER & STAIN DIY WORKSHOP	$0
16	3006812	HANGER PROSTHETICS &	$19,144
16	3055857	HAYES LEASING COMPANY	$15,807
16	3065483	HEWLETT PACKARD FINANCIAL	$9,329
16	3056255	HOME CITY ICE CO	$2,130
16	3078359	HPE DEPOSITOR MASTER TRUST	$6,219
16	3056227	HUNTINGTON NATIONAL BANK	$62,405
16	3063170	IDEAL INNOVATIONS INC	$1,978
16	3050350	IGT GLOBAL SOLUTIONS CORP	$2,984
16	3083063	JACKSON KELLY PLLC	$28,892
16	3062251	JUSTICE FEDERAL CREDIT UNION	$257,600
16	3069718	KABOD RESOURCES LLC	$120
16	3067656	KB FAST FOODS LLC	$124,656
16	3061851	KLEINFELDER INC	$50,086
16	3067873	LAMAR ADVERTISING OF	$7,945
16	3069773	LASALLE SOLUTIONS A	$0
16	3062912	LEAF CAPITAL FUNDING LLC	$11,011
16	3067473	MANCHIN ASSISTED LIVING LLC	$217,058
16	3069262	MARATHON PETROLEUM CO LP	$125,725
16	3058936	MARKWEST LIBERTY MIDSTREAM	$65,678
16	3064952	MCWHORTER MANAGEMENT GROUP L	$115,295
16	1682110	MERRILL LYNCH PIERCE	$569,392
16	3047792	MITRE CORPORATION	$181,432
16	3065085	MOE & JERRYS LLC	$833,450
16	3082344	MOUNTAIN COUNTRY ATM LLC	$2,242
16	3078445	NESTLE USA INC	$120
16	3053968	NUCO2 SUPPLY LLC	$419
16	3041185	PEOPLES BANK	$66,017
16	3024294	PERCHERON LLC	$250,463
16	3001164	PETERSON D L TRUST	$15,045
16	3053884	PITNEY BOWES GLOBAL	$38,819
16	3001072	PITNEY BOWES INC	$237
16	3060900	PNC BANK NA	$3,136
16	3078712	PRIMARY AIM	$244,333
16	3058593	QUADIENT INC	$211
16	3056205	QUADIENT LEASING USA INC	$616
16	3026840	REGIONAL EYE ASSOCIATES INC	$289,175
16	3082349	RESTAURANT TECHNOLOGIES INC	$3,530
16	3032892	RICOH USA INC	$1,076
16	3069789	ROMINGER DENTAL PLLC	$93,107
16	3069849	ROYAL CUP INC	$1,306
16	3071943	RS PROPERTY MGMT	$14,635
16	3041455	S & D COFFEE INC	$1,598
16	3081987	SCARLET OAK OIL & GAS LLC	$2,268
16	3059282	SHANER INVESTMENTS WHITE	$262,250
16	3043953	SMUCKER FOODSERVICE INC	$1,183
16	3075848	SONNY MERRYMAN INC	$39,043
16	3082375	SPECTRUM OPTICAL PLLC	$262,565
16	3060678	SRI JALA SAI LLC	$96,768
16	3082446	STANTEC CONSULTING	$133,363

16	3071664	STARBUCKS CORPORATION	$133,457
16	3048542	STEPTOE & JOHNSON PLLC	$616,947
16	3082456	STIFEL NICOLAUS & CO INC	$55,069
16	3082619	TECH CAPITAL GROUP LLC	$1,188
16	3067769	TELECHECK SERVICES INC	$120
16	3070010	TENMILE COMMERCIAL LLC	$316,216
16	3047031	TENMILE LAND LLC	$267,062
16	3063707	TEXHOMA LAND CONSULTANTS INC	$327
16	3060660	THE OAKS SALON	$8,228
16	1709299	THE THRASHER GROUP INC	$2,340,375
16	3032714	THRASHER TRANSPORTATION LLC	$1,311,503
16	3046305	TRANSACTION NETWORK SERVICES	$120
16	3082443	TRILOGY INNOVATIONS INC	$23,458
16	3005129	US BANK NATIONAL ASSOC	$140,794
16	3047715	VITALITY FOODSERVICE INC	$242
16	3061156	WABASHA LEASING LLC	$9,730
16	3072064	WATERLOGIC USA LLC	$769
16	3078952	WELLS FARGO FINANCIAL	$5,723
16	3065029	WELLS FARGO VENDOR FINANCIAL	$83,638
16	3042056	WHEELS LT	$156,180
16	3062931	WHITE OAKS RETAIL	$9,378
16	3082701	WHOLESALE TIRE INC	$51,511
16	3023074	XEROX CORPORATION	$956
16	3069903	XEROX FINANCIAL SERVICES LLC	$34,127
16	1809886		$0
16	2201566		$0
16	2202093		$0
16	3025514		$0
16	3036710		$0
16	3041323		$0
16	3050930		$0
16	3052032		$0
16	3052178		$0
16	3052998		$0
16	3053386		$0
16	3056104		$0
16	3056212		$0
16	3056607		$0
16	3056729		$0
16	3056970		$0
16	3058889		$0
16	3059061		$0
16	3061052		$0
16	3062741		$0
16	3064932		$0
16	3065014		$0
16	3069757		$0
16	3077339		$0
16	3078565		$0
Sub-total Class IV			**$20,853,394**

Total Tax Year 2023 Class III & IV Personal Property Assessed Value	**$20,949,504**

[1]Source: Harrison County Assessor.

Schedule III: Summary of Pad-Ready Development

Property Type	Expected Completion[1]	Property Area[1] GSF/Units	Assessed Value[2]	Projected Assessed Value: Market Value PSF/Unit[2]	Total Market Value	Assessed Value[3]	Projected Personal Property: Per GSF/Unit[2]	Total	Total Projected Value
Signed Contract (Pad-Ready 2023)									
Commercial									
Car dealerships (2 buildings)	Jun-25	80,000	$1,151,487	$176	$14,077,870	$8,446,722	$109	$8,726,312	$17,173,034
Sub-total projected signed contract assessed value			$1,151,487			$8,446,722		$8,726,312	$17,173,034
Pad-Ready 2023									
Residential									
Apartments									
Building 1	Jun-25	32	$189,113	$101,329	$3,242,531	$1,945,519	$3,207	$102,625	$2,048,144
Building 2	Jun-26	32	$189,113	$101,329	$3,242,531	$1,945,519	$3,207	$102,625	$2,048,144
Building 3	Jun-27	32	$189,113	$101,329	$3,242,531	$1,945,519	$3,207	$102,625	$2,048,144
For-Sale Homes (Class II)[4]									
Block 1	Jun-24	4	$78,671	$525,000	$2,100,000	$1,260,000	$0	$0	$1,260,000
Block 2	Jun-25	5	$78,671	$525,000	$2,625,000	$1,575,000	$0	$0	$1,575,000
Block 3	Jun-26	4	$78,671	$525,000	$2,100,000	$1,260,000	$0	$0	$1,260,000
Block 4	Jun-27	4	$78,671	$525,000	$2,100,000	$1,260,000	$0	$0	$1,260,000
Block 5	Jun-28	4	$78,671	$525,000	$2,100,000	$1,260,000	$0	$0	$1,260,000
Sub-total projected pad ready assessed value			$960,693			$12,451,557		$307,876	$12,759,432
Total projected assessed value (all jurisdictions)			$2,112,180			$20,898,279		$9,034,188	$29,932,466
Total projected assessed value, real & personal (all jurisdictions)								$29,932,466	$29,932,466

MuniCap, Inc. *19 May 23*

[1]Based on information provided by High Tech Corridor Development. Dates, uses, and square footages represent best estimates at the time of this writing. The Developer does not control many of these properties and is relying on third party information provided. The Developer does not guarantee or warrant the development program and schedule shown herein.

[2]See Schedule XV A & XV B.

[3]Assessed value is calculated as 60% of market value for ad valorem tax purposes.

[4]Market value based on developer projected sales price.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Schedule IV-A: Projected Absorption - Signed Contract Pad Ready Commercial[1]

Development Year Ending	Assessed As Of[2]	Tax Year Ending[2]	Bond Year Ending	Commercial Car Dealerships SF	Commercial Car Dealerships Cumulative
30-Jun-23	1-Jul-23	1-Apr-25	1-Jun-25	0	0
30-Jun-24	1-Jul-24	1-Apr-26	1-Jun-26	0	0
30-Jun-25	1-Jul-25	1-Apr-27	1-Jun-27	80,000	80,000
30-Jun-26	1-Jul-26	1-Apr-28	1-Jun-28	0	80,000
30-Jun-27	1-Jul-27	1-Apr-29	1-Jun-29	0	80,000
30-Jun-28	1-Jul-28	1-Apr-30	1-Jun-30	0	80,000
30-Jun-29	1-Jul-29	1-Apr-31	1-Jun-31	0	80,000
30-Jun-30	1-Jul-30	1-Apr-32	1-Jun-32	0	80,000
30-Jun-31	1-Jul-31	1-Apr-33	1-Jun-33	0	80,000
30-Jun-32	1-Jul-32	1-Apr-34	1-Jun-34	0	80,000
30-Jun-33	1-Jul-33	1-Apr-35	1-Jun-35	0	80,000
30-Jun-34	1-Jul-34	1-Apr-36	1-Jun-36	0	80,000
30-Jun-35	1-Jul-35	1-Apr-37	1-Jun-37	0	80,000
Total				80,000	

MuniCap, Inc. *19-May-23*

[1]See Schedule III.

[2]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

Schedule IV-B: Projected Absorption - Pad-Ready Residential Apartments[1]

Development Year Ending	Assessed As Of[2]	Residential Apartments					
		Building 1		Building 2		Building 3	
		Units	Cumulative	Units	Cumulative	Units	Cumulative
30-Jun-23	1-Jul-23	0	0	0	0	0	0
30-Jun-24	1-Jul-24	0	0	0	0	0	0
30-Jun-25	1-Jul-25	32	32	0	0	0	0
30-Jun-26	1-Jul-26	0	32	32	32	0	0
30-Jun-27	1-Jul-27	0	32	0	32	32	32
30-Jun-28	1-Jul-28	0	32	0	32	0	32
30-Jun-29	1-Jul-29	0	32	0	32	0	32
30-Jun-30	1-Jul-30	0	32	0	32	0	32
30-Jun-31	1-Jul-31	0	32	0	32	0	32
30-Jun-32	1-Jul-32	0	32	0	32	0	32
30-Jun-33	1-Jul-33	0	32	0	32	0	32
30-Jun-34	1-Jul-34	0	32	0	32	0	32
30-Jun-35	1-Jul-35	0	32	0	32	0	32
Total		32		32		32	

MuniCap, Inc. *19-May-23*

[1]See Schedule III.

[2]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

Schedule IV-C: Projected Absorption - Pad Ready Residential Homes[1]

Development Year Ending	Assessed As Of[2]	Residential Homes									
		Block 1		Block 2		Block 3		Block 4		Block 5	
		Homes	Cumulative	Homes	Cumulative	Homes	Cumulative	Homes	Cumulative	Homes	Cumulative
30-Jun-23	1-Jul-23	0	0	0	0	0	0	0	0	0	0
30-Jun-24	1-Jul-24	4	4	0	0	0	0	0	0	0	0
30-Jun-25	1-Jul-25	0	4	5	5	0	0	0	0	0	0
30-Jun-26	1-Jul-26	0	4	0	5	4	4	0	0	0	0
30-Jun-27	1-Jul-27	0	4	0	5	0	4	4	4	0	0
30-Jun-28	1-Jul-28	0	4	0	5	0	4	0	4	4	4
30-Jun-29	1-Jul-29	0	4	0	5	0	4	0	4	0	4
30-Jun-30	1-Jul-30	0	4	0	5	0	4	0	4	0	4
30-Jun-31	1-Jul-31	0	4	0	5	0	4	0	4	0	4
30-Jun-32	1-Jul-32	0	4	0	5	0	4	0	4	0	4
30-Jun-33	1-Jul-33	0	4	0	5	0	4	0	4	0	4
30-Jun-34	1-Jul-34	0	4	0	5	0	4	0	4	0	4
30-Jun-35	1-Jul-35	0	4	0	5	0	4	0	4	0	4
Total		4		5		4		4		4	

MuniCap, Inc. *19-May-23*

[1]See Schedule III.

[2]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

Schedule V-A: Projected Assessed Value - Signed Contract (Pad-Ready 2023) - Commercial

			Signed Contract (Pad-Ready 2023)			
			Commercial			
			Car Dealerships			
Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	SF[3]	Market Value Per SF[4]	Projected Market Value	Projected Assessed Value
1-Jul-23	1-Apr-25	100.0%	0	$176	$0	$0
1-Jul-24	1-Apr-26	100.0%	0	$176	$0	$0
1-Jul-25	1-Apr-27	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-26	1-Apr-28	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-27	1-Apr-29	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-28	1-Apr-30	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-29	1-Apr-31	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-30	1-Apr-32	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-31	1-Apr-33	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-32	1-Apr-34	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-33	1-Apr-35	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-34	1-Apr-36	100.0%	80,000	$176	$14,077,870	$8,446,722
1-Jul-35	1-Apr-37	100.0%	80,000	$176	$14,077,870	$8,446,722

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

[3]See Schedule IV-A.

[4]See Schedule III. Based on information provided by the County of Harrison Office of the Assessor.

Schedule V-B: Projected Assessed Value - Pad-Ready 2023 Projected Assessed Value (Class IV) - Residential

			Pad-Ready 2023												
			Residential Apartments (Class IV)												
	Tax		Building 1				Building 2				Building 3				Total
Assessed	Year	Inflation		Market Value	Projected	Projected		Market Value	Projected	Projected		Market Value	Projected	Projected	Residential
As Of	Ending[1]	Factor[2]	Units[3]	Per Unit[4]	Market Value	Assessed Value	Units[3]	Per Unit[4]	Market Value	Assessed Value	Units[3]	Per Unit[4]	Market Value	Assessed Value	Apartments
1-Jul-23	1-Apr-25	100.0%	0	$101,329	$0	$0	0	$101,329	$0	$0	0	$101,329	$0	$0	$0
1-Jul-24	1-Apr-26	100.0%	0	$101,329	$0	$0	0	$101,329	$0	$0	0	$101,329	$0	$0	$0
1-Jul-25	1-Apr-27	100.0%	32	$101,329	$3,242,531	$1,945,519	0	$101,329	$0	$0	0	$101,329	$0	$0	$1,945,519
1-Jul-26	1-Apr-28	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	0	$101,329	$0	$0	$3,891,038
1-Jul-27	1-Apr-29	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-28	1-Apr-30	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-29	1-Apr-31	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-30	1-Apr-32	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-31	1-Apr-33	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-32	1-Apr-34	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-33	1-Apr-35	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-34	1-Apr-36	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557
1-Jul-35	1-Apr-37	100.0%	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	32	$101,329	$3,242,531	$1,945,519	$5,836,557

[1] Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2] Assumes no annual inflation.

[3] See Schedule IV-A.

[4] See Schedule III. Based on information provided by the County of Harrison Office of the Assessor.

Schedule V C: Projected Assessed Value Pad Ready 2023 Projected Assessed Value (Class IV) Residential

			Pad-Ready 2023											
			Residential For-Sale Homes (Class II)											
			Block 1				Block 2				Block 3			
Assessed	Tax Year	Inflation		Market Value	Projected	Projected		Market Value	Projected	Projected		Market Value	Projected	Projected
As Of	Ending[1]	Factor[2]	Homes[3]	Per Home[4]	Market Value	Assessed Value	Homes[3]	Per Home[4]	Market Value	Assessed Value	Homes[3]	Per Home[4]	Market Value	Assessed Value
1-Jul-23	1-Apr-25	100.0%	0	$525,000	$0	$0	0	$525,000	$0	$0	0	$525,000	$0	$0
1-Jul-24	1-Apr-26	100.0%	4	$525,000	$2,100,000	$1,260,000	0	$525,000	$0	$0	0	$525,000	$0	$0
1-Jul-25	1-Apr-27	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	0	$525,000	$0	$0
1-Jul-26	1-Apr-28	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-27	1-Apr-29	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-28	1-Apr-30	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-29	1-Apr-31	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-30	1-Apr-32	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-31	1-Apr-33	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-32	1-Apr-34	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-33	1-Apr-35	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-34	1-Apr-36	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000
1-Jul-35	1-Apr-37	100.0%	4	$525,000	$2,100,000	$1,260,000	5	$525,000	$2,625,000	$1,575,000	4	$525,000	$2,100,000	$1,260,000

MuniCap, Inc. *19-May-23*

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office

[2]Assumes no annual inflation

[3]See Schedule IV-A

[4]See Schedule III. Based on information provided by the County of Harrison Office of the Assessor

Schedule V-B: Projected Assessed Value - Pad-Ready 2023 Projected Assessed Value (Class IV) - Residential, continued

			Pad-Ready 2023								
			Residential For Sale Homes (Class II)								
			Block 4				Block 5				Total
Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Homes[3]	Market Value Per Home[4]	Projected Market Value	Projected Assessed Value	Homes[3]	Market Value Per Home[4]	Projected Market Value	Projected Assessed Value	For-Sale Homes
1-Jul-23	1-Apr-25	100.0%	0	$525,000	$0	$0	0	$525,000	$0	$0	$0
1-Jul-24	1-Apr-26	100.0%	0	$525,000	$0	$0	0	$525,000	$0	$0	$1,260,000
1-Jul-25	1-Apr-27	100.0%	0	$525,000	$0	$0	0	$525,000	$0	$0	$2,835,000
1-Jul-26	1-Apr-28	100.0%	0	$525,000	$0	$0	0	$525,000	$0	$0	$4,095,000
1-Jul-27	1-Apr-29	100.0%	4	$525,000	$2,100,000	$1,260,000	0	$525,000	$0	$0	$5,355,000
1-Jul-28	1-Apr-30	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-29	1-Apr-31	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-30	1-Apr-32	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-31	1-Apr-33	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-32	1-Apr-34	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-33	1-Apr-35	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-34	1-Apr-36	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000
1-Jul-35	1-Apr-37	100.0%	4	$525,000	$2,100,000	$1,260,000	4	$525,000	$2,100,000	$1,260,000	$6,615,000

[1] Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2] Assumes no annual inflation.

[3] See Schedule IV-A.

[4] See Schedule III. Based on information provided by the County of Harrison Office of the Assessor.

Schedule V-D: Projected Assessed Value - Total Development

Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Projected Assessed Value				
			Class IV			Class II	
			Commercial	Apartments	Total Class IV	For-Sale Homes	Total
1-Jul-23	1-Apr-25	100.0%	$0	$0	$0	$0	$0
1-Jul-24	1-Apr-26	100.0%	$0	$0	$0	$1,260,000	$1,260,000
1-Jul-25	1-Apr-27	100.0%	$8,446,722	$1,945,519	$10,392,241	$2,835,000	$13,227,241
1-Jul-26	1-Apr-28	100.0%	$8,446,722	$3,891,038	$12,337,760	$4,095,000	$16,432,760
1-Jul-27	1-Apr-29	100.0%	$8,446,722	$5,836,557	$14,283,279	$5,355,000	$19,638,279
1-Jul-28	1-Apr-30	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-29	1-Apr-31	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-30	1-Apr-32	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-31	1-Apr-33	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-32	1-Apr-34	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-33	1-Apr-35	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-34	1-Apr-36	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279
1-Jul-35	1-Apr-37	100.0%	$8,446,722	$5,836,557	$14,283,279	$6,615,000	$20,898,279

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

Schedule VI-A: Current and Projected Assessed Value - Current Assessed Value for Unincorporated Area of County (Class II)

Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Vacant or No Imminent Development[3]	Existing Development	Future Development	Total Class II Unincorporated Assessed Value
1-Jul-23	1-Apr-25	100.0%	$1,980	$0	$0	$1,980
1-Jul-24	1-Apr-26	100.0%	$1,980	$0	$0	$1,980
1-Jul-25	1-Apr-27	100.0%	$1,980	$0	$0	$1,980
1-Jul-26	1-Apr-28	100.0%	$1,980	$0	$0	$1,980
1-Jul-27	1-Apr-29	100.0%	$1,980	$0	$0	$1,980
1-Jul-28	1-Apr-30	100.0%	$1,980	$0	$0	$1,980
1-Jul-29	1-Apr-31	100.0%	$1,980	$0	$0	$1,980
1-Jul-30	1-Apr-32	100.0%	$1,980	$0	$0	$1,980
1-Jul-31	1-Apr-33	100.0%	$1,980	$0	$0	$1,980
1-Jul-32	1-Apr-34	100.0%	$1,980	$0	$0	$1,980
1-Jul-33	1-Apr-35	100.0%	$1,980	$0	$0	$1,980
1-Jul-34	1-Apr-36	100.0%	$1,980	$0	$0	$1,980
1-Jul-35	1-Apr-37	100.0%	$1,980	$0	$0	$1,980

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

[3]See Schedule I.

Schedule VI-B: Current and Projected Assessed Value - Current Assessed Value for Unincorporated Area of County (Class III)

Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Vacant or No Imminent Development[3]	Existing Development	Future Development	Total Class III Unincorporated Assessed Value
1-Jul-23	1-Apr-25	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-24	1-Apr-26	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-25	1-Apr-27	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-26	1-Apr-28	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-27	1-Apr-29	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-28	1-Apr-30	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-29	1-Apr-31	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-30	1-Apr-32	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-31	1-Apr-33	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-32	1-Apr-34	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-33	1-Apr-35	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-34	1-Apr-36	100.0%	$291,790	$1,347,060	$0	$1,638,850
1-Jul-35	1-Apr-37	100.0%	$291,790	$1,347,060	$0	$1,638,850

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

[3]See Schedule I.

Schedule VI-C: Current and Projected Assessed Value - Current Assessed Value for Incorporated Area of County (Class IV)

Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Vacant or No Imminent Development[3]	Existing Development	Future Development	Total Class IV Incorporated Assessed Value
1-Jul-23	1-Apr-25	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-24	1-Apr-26	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-25	1-Apr-27	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-26	1-Apr-28	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-27	1-Apr-29	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-28	1-Apr-30	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-29	1-Apr-31	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-30	1-Apr-32	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-31	1-Apr-33	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-32	1-Apr-34	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-33	1-Apr-35	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-34	1-Apr-36	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180
1-Jul-35	1-Apr-37	100.0%	$9,432,840	$82,878,160	$2,112,180	$94,423,180

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

[3]See Schedule I.

Schedule VI-D: Current and Projected Assessed Value - Current Assessed Value (Class II, III, & IV)

Assessed As Of	Tax Year Ending[1]	Inflation Factor[2]	Vacant or No Imminent Development[3]	Existing Development	Future Development	Total Assessed Value
1-Jul-23	1-Apr-25	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-24	1-Apr-26	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-25	1-Apr-27	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-26	1-Apr-28	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-27	1-Apr-29	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-28	1-Apr-30	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-29	1-Apr-31	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-30	1-Apr-32	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-31	1-Apr-33	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-32	1-Apr-34	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-33	1-Apr-35	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-34	1-Apr-36	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010
1-Jul-35	1-Apr-37	100.0%	$9,726,610	$84,225,220	$2,112,180	$96,064,010

[1]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[2]Assumes no annual inflation.

[3]See Schedule I.

Schedule VII: Base Value Development District Number 3[1]

Table 1: Total 2007 Base Assessed Value Real Property Taxable Class II (Owner-Occupied)[2]

Districts within Boundaries[3]	Tax Class	Assessed Value[1]
Unincorporated Area of County		
District 05-Clay Outside	II	$1,050
District 15-Simpson Outside	II	$18,850
Total unincorporated area of County		$19,900
Incorporated Area of County		
District 16-Simpson Bridgeport	II	$17,160
Total		$37,060

Table 2: Total 2007 Base Assessed Value Real Property Taxable Class IV (Non-Owner-Occupied)[4]

Districts within Boundaries[3]	Tax Class	Assessed Value[1]
Unincorporated Area of County		
District 05-Clay Outside	IV	$0
District 15-Simpson Outside	IV	$0
Total unincorporated area of County		$0
Incorporated Area of County		
District 16-Simpson Bridgeport	IV	$150,240
Total		$150,240

[1]Represents the 2007 Taxable Base Assessed Values for Development District Number 3 as reported by the County of Harrison Office of the Assessor.

[2]Represents the 2007 Taxable Base Assessed Values for Class II property as reported by the County of Harrison Office of the Assessor.

[3]Based on discussions held with individuals in the County of Harrison Office of the Assessor, each of the three listed districts are located within Development District Number 3.

[4]Represents the 2007 Taxable Base Assessed Values for Class IV property as reported by the County of Harrison Office of the Assessor.

Schedule VII: Base Value Development District Number 3, continued[1]

Table 3: Total 2007 Base Value

Class	Assessed Value[1]
II	$37,060
III	$0
IV	$150,240
Total	$187,300

Table 4: Tax Year 2023 Total Assessed Value By Development Component

Taxable Property within DD#3	Tax Year 2023 Class II Total Assessed Value	Tax Year 2023 Class III Total Assessed Value	Tax Year 2023 Class IV Total Assessed Value	Tax Year 2023 Total Assessed Value
Vacant of No Imminent Development	$1,980	$291,790	$9,432,840	$9,726,610
Existing Development[2]	$0	$1,347,060	$82,878,160	$84,225,220
Personal Property[3]	$0	$96,110	$20,853,394	$20,949,504
Subtotal existing development	$1,980	$1,734,960	$113,164,394	$114,901,334
Remaining Phases of Development				
Existing value of Future Development	$0	$0	$2,112,180	$2,112,180
Projected Future Development[4]	$6,615,000	$0	$23,317,466	$29,932,466
Sub-total remaining phases of development	$6,615,000	$0	$25,429,646	$32,044,646
Total	$6,616,980	$1,734,960	$138,594,040	$146,945,980

Table 5: Allocation of 2007 Base Value By Taxable Property

Class IV Taxable Property within DD#3[5]	Tax Class	Tax Year 2023 Total Assessed Value[6]	Allocable Percent[7]	2007 Base Assessed Value[8]	2007 Base Assessed Value By Property Type
Incorporated Area of County Total Current Assessed Value	IV	$113,164,394	98.17%	$150,240	$147,487
Incorporated Area of County Future Development	IV	$2,112,180	1.83%	$150,240	$2,753
Incorporated Area of County Future Development	II	$0	0.00%	$0	$0
Total		$115,276,574	100.00%		$150,240

[1]See Table 1 and Table 2 on previous schedule.

[2]See Schedule I.

[3]See Schedule II.

[4]See Schedule III.

[5]Represents the current existing property types and classes in Development District Number 3, as shown on Table 2, Schedule VII.

[6]See Table 4 above.

[7]The base value is allocated to each class of property on the basis of the value within each class in 2015

[8]See Table 3 above.

Schedule VIII: Tax Levy Eligible for Debt Service[1]

Table 1: Total Property Tax Levy for Properties Located in Bridgeport (District 16)

Total Property Tax Levy	Class I	Class II	Class III & IV
State Current	$0.25	$0.50	$1.00
County Current	$13.10	$26.20	$52.40
Bus Levy	$2.10	$4.20	$8.40
Vital Services	$3.74	$7.48	$14.96
School Current	$19.40	$38.80	$77.60
School Excess Levy 1	$20.33	$40.66	$81.32
Municipal Current (Bridgeport)	$11.67	$23.34	$46.68
Municipal Excess Levy (Bridgeport)	$6.25	$12.50	$25.00
Total property tax levy	$76.84	$153.68	$307.36

Table 2: Total Unincorporated Property Tax Levy Eligible to be Pledged to Debt Service[2]

Unincorporated Property Tax Levy	Class I	Class II	Class III & IV
State Current	$0.25	$0.50	$1.00
County Current	$13.10	$26.20	$52.40
School Current	$19.40	$38.80	$77.60
Total unincorporated property tax levy	$32.75	$65.50	$131.00

Table 3: Total Incorporated Property Tax Levy Eligible to be Pledged to Debt Service[2]

Incorporated Property Tax Levy	Class I	Class II	Class III & IV
State Current	$0.25	$0.50	$1.00
County Current	$13.10	$26.20	$52.40
School Current	$19.40	$38.80	$77.60
Municipal Current	$11.67	$23.34	$46.68
Total incorporated property tax levy	$44.42	$88.84	$177.68

MuniCap, Inc. *19-May-23*

[1]Represents the tax levy applicable for tax parcels located within Development District Number 3. Source: County of Harrison Office of the Assessor.

[2]Based on discussions held with individuals in the County of Harrison Office of the Assessor.

Schedule IX-A: Projected Incremental Real Property Taxes Available for Debt Service - Class II Unincorporated Area of County (Vacant or No Imminent Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class II Unincorporated Assessed Value[4]	Class II Unincorporated Base Value[5]	Estimated Class II Unincorporated Incremental Value	Harrison County Unincorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class II Unincorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-24	1-Apr-26	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-25	1-Apr-27	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-26	1-Apr-28	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-27	1-Apr-29	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-28	1-Apr-30	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-29	1-Apr-31	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-30	1-Apr-32	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-31	1-Apr-33	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-32	1-Apr-34	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-33	1-Apr-35	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-34	1-Apr-36	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
1-Jul-35	1-Apr-37	100.0%	$1,980	($37,060)	$0	0.6550%	$0	2.5%	$0
Total							$0		$0

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule VI-A. These tax parcels are located within an unincorporated area of the County. Source: County of Harrison Office of the Assessor.

[5]See Table 3 on Schedule VII.

[6]See Class II tax levy in Table 2 on Schedule VIII.

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule IX-B: Projected Incremental Real Property Taxes Available for Debt Service - Class III Unincorporated Area of County - District 5 (Existing Development and Vacant or No Imminent Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class III Unincorporated Assessed Value[4]	Class III Unincorporated Base Value[5]	Estimated Class III Unincorporated Incremental Value	Harrison County Unincorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class III Unincorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-24	1-Apr-26	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-25	1-Apr-27	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-26	1-Apr-28	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-27	1-Apr-29	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-28	1-Apr-30	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-29	1-Apr-31	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-30	1-Apr-32	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-31	1-Apr-33	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-32	1-Apr-34	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-33	1-Apr-35	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-34	1-Apr-36	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
1-Jul-35	1-Apr-37	100.0%	$1,628,240	$0	$1,628,240	1.3100%	$21,330	2.5%	$20,797
Total							$277,289		$270,357

MuniCap, Inc. *19 May 23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule I. The Assessed Value for Class III property in District 5 are included.

[5]See Table 3 on Schedule VII

[6]See Class III tax levy in Table 2 on Schedule VIII

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule IX-C: Projected Incremental Real Property Taxes Available for Debt Service - Class III Unincorporated Area of County - District 15 (Vacant or No Imminent Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class III Unincorporated Assessed Value[4]	Class III Unincorporated Base Value[5]	Estimated Class III Unincorporated Incremental Value	Harrison County Unincorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class III Unincorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues	Total Available Class III Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-24	1-Apr-26	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-25	1-Apr-27	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-26	1-Apr-28	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-27	1-Apr-29	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-28	1-Apr-30	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-29	1-Apr-31	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-30	1-Apr-32	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-31	1-Apr-33	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-32	1-Apr-34	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-33	1-Apr-35	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-34	1-Apr-36	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
1-Jul-35	1-Apr-37	100.0%	$10,610	$0	$10,610	1.3100%	$139	2.5%	$136	$20,932
Total							$1,807		$1,762	$272,119

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule I. The Assessed Value for Class III property in District 15 are included.

[5]See Table 3 on Schedule VII.

[6]See Class III tax levy in Table 2 on Schedule VIII.

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule IX-D: Projected Incremental Real Property Taxes Available for Debt Service - Class IV Incorporated Area of County (Existing Development and Vacant or No Imminent Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class IV Incorporated Assessed Value[4]	Class IV Incorporated Base Value[5]	Estimated Class IV Incorporated Incremental Value	Harrison County Incorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class IV Incorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-24	1-Apr-26	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-25	1-Apr-27	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-26	1-Apr-28	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-27	1-Apr-29	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-28	1-Apr-30	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-29	1-Apr-31	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-30	1-Apr-32	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-31	1-Apr-33	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-32	1-Apr-34	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-33	1-Apr-35	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-34	1-Apr-36	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
1-Jul-35	1-Apr-37	100.0%	$94,423,180	($147,487)	$94,275,693	1.7768%	$1,675,091	2.5%	$1,633,213
Total							$21,776,177		$21,231,772

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule VI-C. These tax parcels are located within an incorporated area of the County. Source: County of Harrison Office of the Assessor.

[5]See Table 3 on Schedule VII.

[6]See Class IV tax levy in Table 3 on Schedule VIII.

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule IX-E: Projected Incremental Real Property Taxes Available for Debt Service - Class IV Incorporated Area of County (Pad-Ready Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class IV Incorporated Assessed Value[4]	Class IV Incorporated Base Value[5]	Estimated Class IV Incorporated Incremental Value	Harrison County Incorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class IV Incorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$0	($2,753)	$0	1.7768%	$0	2.5%	$0
1-Jul-24	1-Apr-26	100.0%	$0	($2,753)	$0	1.7768%	$0	2.5%	$0
1-Jul-25	1-Apr-27	100.0%	$10,392,241	($2,753)	$10,389,488	1.7768%	$184,600	2.5%	$179,985
1-Jul-26	1-Apr-28	100.0%	$12,337,760	($2,753)	$12,335,007	1.7768%	$219,168	2.5%	$213,689
1-Jul-27	1-Apr-29	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-28	1-Apr-30	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-29	1-Apr-31	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-30	1-Apr-32	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-31	1-Apr-33	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-32	1-Apr-34	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-33	1-Apr-35	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-34	1-Apr-36	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
1-Jul-35	1-Apr-37	100.0%	$14,283,279	($2,753)	$14,280,526	1.7768%	$253,736	2.5%	$247,393
Total							$2,687,396		$2,620,211

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule V-D. These tax parcels are located within an incorporated area of the County. Source: County of Harrison Office of the Assessor

[5]See *Incorporated Area of County - Future Development* total in Table 5 on Schedule VII.

[6]See Class IV tax levy in Table 3 on Schedule VIII

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount

Schedule IX-F: Projected Incremental Real Property Taxes Available for Debt Service - Class II Incorporated Area of County (Pad-Ready Development)

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class II Incorporated Assessed Value[4]	Class II Incorporated Base Value[5]	Estimated Class II Incorporated Incremental Value	Harrison County Incorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class II Incorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$0	$0	$0	0.8884%	$0	2.5%	$0
1-Jul-24	1-Apr-26	100.0%	$1,260,000	$0	$1,260,000	0.8884%	$11,194	2.5%	$10,914
1-Jul-25	1-Apr-27	100.0%	$2,835,000	$0	$2,835,000	0.8884%	$25,186	2.5%	$24,556
1-Jul-26	1-Apr-28	100.0%	$4,095,000	$0	$4,095,000	0.8884%	$36,380	2.5%	$35,470
1-Jul-27	1-Apr-29	100.0%	$5,355,000	$0	$5,355,000	0.8884%	$47,574	2.5%	$46,384
1-Jul-28	1-Apr-30	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-29	1-Apr-31	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-30	1-Apr-32	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-31	1-Apr-33	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-32	1-Apr-34	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-33	1-Apr-35	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-34	1-Apr-36	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
1-Jul-35	1-Apr-37	100.0%	$6,615,000	$0	$6,615,000	0.8884%	$58,768	2.5%	$57,298
Total							$590,475		$575,713

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Schedule V-D. These tax parcels are located within an incorporated area of the County. Source: County of Harrison Office of the Assessor.

[5]See *Incorporated Area of County - Future Development* total in Table 5 on Schedule VII. Assumes all base value was initially assessed as Class 3 property.

[6]See Class IV tax levy in Table 3 on Schedule VIII.

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule X: Projected Total Incremental Real Property Taxes Available for Debt Service

Tax Year Ending	Projected Total Incremental Real Property Taxes Available for Debt Service						
	Class II	Class III	Class IV - Incorporated			Class II Incorporated	
	Unincorported[1]	Unincorported[2]	Completed Phase I & Existing Development[3]	Proposed Development[4]	Total	Proposed Development[5]	Total
1-Apr-25	$0	$20,932	$1,633,213	$0	$1,633,213	$0	$1,654,145
1-Apr-26	$0	$20,932	$1,633,213	$0	$1,633,213	$10,914	$1,665,059
1-Apr-27	$0	$20,932	$1,633,213	$179,985	$1,813,199	$24,556	$1,858,687
1-Apr-28	$0	$20,932	$1,633,213	$213,689	$1,846,902	$35,470	$1,903,305
1-Apr-29	$0	$20,932	$1,633,213	$247,393	$1,880,606	$46,384	$1,947,923
1-Apr-30	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-31	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-32	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-33	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-34	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-35	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-36	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
1-Apr-37	$0	$20,932	$1,633,213	$247,393	$1,880,606	$57,298	$1,958,837
Total	$0	$272,119	$21,231,772	$2,620,211	$23,851,984	$575,713	$24,699,816

MuniCap, Inc. *19 May-23*

[1]See Schedule IX-A
[2]See Schedule IX-C.
[3]See Schedule IX-D.
[4]See Schedule IX-E.
[5]See Schedule IX-F.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Personal Property Tax Increment Revenues

Schedule XI-A: Projected Incremental Personal Property Taxes Available for Debt Service - Class III Unincorporated Area of County

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Class III Incorporated Assessed Value[4]	Class III Incorporated Base Value[5]	Estimated Class III Incorporated Incremental Value	Harrison County Incorporated Property Tax Rate (Percentage of A.V.)[6]	Total Class III Incorporated Incremental Tax Revenues	Property Tax Discount Rate[7]	Total Available Incremental Tax Revenues
1-Jul-23	1 Apr-25	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-24	1 Apr-26	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1 Jul-25	1-Apr-27	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-26	1 Apr 28	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-27	1 Apr-29	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1 Jul-28	1-Apr-30	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-29	1-Apr-31	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-30	1-Apr 32	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul-31	1 Apr-33	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul 32	1-Apr-34	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1 Jul 33	1 Apr-35	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1 Jul-34	1-Apr-36	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
1-Jul 35	1 Apr-37	100.0%	$96,110	$0	$96,110	1.3100%	$1,259	2.5%	$1,228
Total							$16,368		$15,958

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See *Class II Property (Existing Development)* on Schedule II.

[5]Represents the 2007 Taxable Base Assessed Values for personal property as reported by the County of Harrison Office of the Assessor.

[6]See Class IV tax levy in Table 2 on Schedule VIII.

[7]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule XI B: Projected Incremental Personal Property Taxes Available for Debt Service - Class IV Incorporated Area of County

Assessed As Of[1]	Tax Year Ending[2]	Inflation Factor[3]	Total Current Class IV Incorporated Assessed Value[4]	Total Future Class IV Incorporated Assessed Value[5]	Total Class IV Incorporated Assessed Value	Class IV Incorporated Base Value[6]	Estimated Class IV Incorporated Incremental Value	Harrison County Incorporated Property Tax Rate (Percentage of A.V.)[7]	Total Class IV Incorporated Incremental Tax Revenues	Property Tax Discount Rate[8]	Total Available Incremental Tax Revenues
1-Jul-23	1-Apr-25	100.0%	$20,853,394	$0	$20,853,394	$0	$20,853,394	1.7768%	$370,523	2.5%	$361,260
1-Jul-24	1-Apr-26	100.0%	$20,853,394	$0	$20,853,394	$0	$20,853,394	1.7768%	$370,523	2.5%	$361,260
1-Jul-25	1-Apr-27	100.0%	$20,853,394	$8,828,937	$29,682,331	$0	$29,682,331	1.7768%	$527,396	2.5%	$514,211
1-Jul-26	1-Apr-28	100.0%	$20,853,394	$8,931,563	$29,784,957	$0	$29,784,957	1.7768%	$529,219	2.5%	$515,989
1-Jul-27	1-Apr-29	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-28	1-Apr-30	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-29	1-Apr-31	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-30	1-Apr-32	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-31	1-Apr-33	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-32	1-Apr-34	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-33	1-Apr-35	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-34	1-Apr-36	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
1-Jul-35	1-Apr-37	100.0%	$20,853,394	$9,034,188	$29,887,582	$0	$29,887,582	1.7768%	$531,043	2.5%	$517,766
Total									$6,577,044		$6,412,618

MuniCap, Inc. *19-May-23*

[1]Property is reassessed annually as of July 1. Based on discussions held with individuals at the County of Harrison Office of the Assessor.

[2]Property tax bills are mailed July 15th of each year and are based on the assessed value for the property as of July 1 of the proceeding year. Property taxes are due without penalty as of April 1st of the following year. Based on discussions held with individuals at the County of Harrison Tax Office.

[3]Assumes no annual inflation.

[4]See Class Iv Property (Existing Development) on Schedule II.

[5]Represents when future Personal Property will be realized based on the development coming online. See Schedule III.

[6]Represents the 2007 Taxable Base Assessed Values for personal property as reported by the County of Harrison Office of the Assessor.

[7]See Class IV tax levy in Table 3 on Schedule VIII.

[8]Property taxes paid in two installments on or before September 1 and March 1 of each year receive a 2.5% discount on the property tax liability. Based on discussions held with individuals at the County of Harrison Tax Office. Assumes all property tax payers pay in two installments on or before the date necessary to receive discount.

Schedule XII: Projected Total Incremental Personal Property Taxes Available for Debt Service

Tax Year Ending	Projected Total Incremental Personal Property Taxes Available for Debt Service		
	Class III Unincorported[1]	Class IV Incorported[2]	Total
1-Apr-25	$1,228	$361,260	$362,488
1-Apr-26	$1,228	$361,260	$362,488
1-Apr-27	$1,228	$514,211	$515,438
1-Apr-28	$1,228	$515,989	$517,216
1-Apr-29	$1,228	$517,766	$518,994
1-Apr-30	$1,228	$517,766	$518,994
1-Apr-31	$1,228	$517,766	$518,994
1-Apr-32	$1,228	$517,766	$518,994
1-Apr-33	$1,228	$517,766	$518,994
1-Apr-34	$1,228	$517,766	$518,994
1-Apr-35	$1,228	$517,766	$518,994
1-Apr-36	$1,228	$517,766	$518,994
1-Apr-37	$1,228	$517,766	$518,994
Total	$15,958	$6,412,618	$6,428,576

MuniCap, Inc. *19-May-23*

[1]See Schedule XI-A.
[2]See Schedule XI-B.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Total Property Tax Increment Revenues

Schedule XIII: Projected Total Incremental Property Taxes Available for Debt Service

Tax Year	Projected Total Incremental Property Taxes Available for Debt Service		
Ending	Real Property[1]	Personal Property[2]	Total
1-Apr-25	$1,654,145	$362,488	$2,016,633
1-Apr-26	$1,665,059	$362,488	$2,027,547
1-Apr-27	$1,858,687	$515,438	$2,374,126
1-Apr-28	$1,903,305	$517,216	$2,420,521
1-Apr-29	$1,947,923	$518,994	$2,466,917
1-Apr-30	$1,958,837	$518,994	$2,477,831
1-Apr-31	$1,958,837	$518,994	$2,477,831
1-Apr-32	$1,958,837	$518,994	$2,477,831
1-Apr-33	$1,958,837	$518,994	$2,477,831
1-Apr-34	$1,958,837	$518,994	$2,477,831
1-Apr-35	$1,958,837	$518,994	$2,477,831
1-Apr-36	$1,958,837	$518,994	$2,477,831
1-Apr-37	$1,958,837	$518,994	$2,477,831
Total	$24,699,816	$6,428,576	$31,128,392

MuniCap, Inc. *19-May-23*

[1]See Schedule X.
[2]See Schedule XII.

Schedule XIV: Total Projected Debt Service Coverage

Assessed As Of	Tax Year Ending	Bond Year Ending	Inflation Factor	Projected Tax Increment Revenue[1]	Net Annual Senior Debt Service (Series 2021 A)[2]	Projected Annual Excess Tax Increment Revenues	Projected Senior Debt Service Coverage	Net Annual Debt Service (Series 2021 B)[3]	Projected Annual Excess Tax Increment Revenues	Projected Subordinate Debt Service Coverage
1-Jul-23	1-Apr-25	01-Jun-25	100.0%	$2,016,633	$1,572,433	$444,201	128.2%	$444,201	$0	100.0%
1-Jul-24	1-Apr-26	01-Jun-26	100.0%	$2,027,547	$1,572,458	$455,090	128.9%	$455,090	$0	100.0%
1-Jul-25	1-Apr-27	01-Jun-27	100.0%	$2,374,126	$1,571,658	$802,468	151.1%	$802,468	$0	100.0%
1-Jul-26	1-Apr-28	01-Jun-28	100.0%	$2,420,521	$1,572,033	$848,489	154.0%	$848,489	$0	100.0%
1-Jul-27	1-Apr-29	01-Jun-29	100.0%	$2,466,917	$1,572,528	$894,389	156.9%	$894,389	$0	100.0%
1-Jul-28	1-Apr-30	01-Jun-30	100.0%	$2,477,831	$1,572,115	$905,716	157.6%	$905,716	$0	100.0%
1-Jul-29	1-Apr-31	01-Jun-31	100.0%	$2,477,831	$1,571,795	$906,036	157.6%	$906,036	$0	100.0%
1-Jul-30	1-Apr-32	01-Jun-32	100.0%	$2,477,831	$1,572,540	$905,291	157.6%	$905,291	$0	100.0%
1-Jul-31	1-Apr-33	01-Jun-33	100.0%	$2,477,831	$1,572,295	$905,536	157.6%	$905,536	$0	100.0%
1-Jul-32	1-Apr-34	01-Jun-34	100.0%	$2,477,831	$1,572,060	$905,771	157.6%	$905,771	$0	100.0%
1-Jul-33	1-Apr-35	01-Jun-35	100.0%	$2,477,831	$1,571,808	$906,023	157.6%	$906,023	$0	100.0%
1-Jul-34	1-Apr-36	01-Jun-36	100.0%	$2,477,831	$1,572,510	$905,321	157.6%	$904,133	$1,188	100.0%
1-Jul-35	1-Apr-37	01-Jun-37	100.0%	$2,477,831	$1,571,843	$905,988	157.6%	$0	$905,988	157.6%
Total				$31,128,392	$20,438,073	$10,690,319		$9,783,143	$907,176	

MuniCap, Inc. *19 May-23*

[1]See Schedule XIII.

[2]Based on scheduled debt service.

[3]Estimated by MuniCap. See Schedule XVII. Assumes developer held bonds with super sinker structure.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Comparable Properties

Schedule XV-A: Assessed Value of Comparable Properties - Real Property[1]

Property Type	Address	County	Constructed	Property Area (GSF)	Building Area (GSF)	Current Value (Tax Year 2023) Total Appraised Value	Total Assessed Value	Value PSF Market[2]	Value PSF Assessed[2]
Residential									
Apartments				*(units)*[3]				*(per unit)*	*(per unit)*
The Domain	5000 Domain Dr	Monongalia	2012	336	461,018	$30,245,900	$18,147,540	$90,018	$54,011
Black Bear Village	380 Richard Harrison Way	Monongalia	2019	250	279,504	$24,707,700	$14,824,620	$98,831	$59,298
State of Campus Morgantown[4]	331 Beechurst Ave	Monongalia	2013	232	415,098	$27,771,400	$16,662,840	$119,704	$71,823
The Lofts Apartments	5000 Station Ave	Monongalia	2010	218	285,649	$21,094,500	$12,656,700	$96,764	$58,058
Sub-total apartments								***$101,329***	***$60,797***
Car Dealership									
Harry Green Chevrolet Sales	1858 E Pike St	Harrison	-	420,790	-	$293,000	$175,800	-	-
Ken Ganley Kia Clarksburg	97 Joy Ln	Harrison	2018	196,891	31,450	$4,910,100	$2,946,060	$156.12	$93.67
Ursc Honda	772 Barnetts Run Rd	Harrison	1996	131,116	18,265	$1,510,400	$906,240	-	
Dan Cava's Buick GMC	1221 Johnson Ave	Harrison	2016	87,991	8,800	$2,803,000	$1,681,800		
Volkswagen Clarksburg	730 Lodgeville Rd	Harrison	2021	331,927	23,604	$4,622,200	$2,773,320	$195.82	$117.49
Sub-total car dealership								***$175.97***	***$105.58***

MuniCap, Inc. *19-May-23*

[1]Based on research on Monongalia County Assessor data, Harrison County Assessor data and West Virginia Property Viewer. All information accessed by MuniCap on 5/1/2023.

[2]Values used for projections of tax increment herein are shown in bold italics.

[3]Unit count based on information accessed on CoStar as of 5/1/2023.

[4]Current values based on tax year 2022.

Schedule XV A: Assessed Value of Comparable Properties - Real Property, continued[1]

				Appraised Value			Assessment	Assessed		Assessed
Development Type	Address	County	Built	Land	Building	Total	Ratio[2]	Value[2]	GSF	Value Per SF
Single-Family Detached										
Hunter's Chase	174 Ashbrooke Ct	Harrison	2014	$89,700	$258,200	$347,900	60%	$208,740	2,585	$80.75
Hunter's Chase	128 Ashbrooke Ct	Harrison	2018	$87,200	$232,700	$319,900	60%	$191,940	2,261	$84.89
Hunter's Chase	192 Ashbrooke Ct	Harrison	2012	$91,800	$288,300	$380,100	60%	$228,060	2,832	$80.53
Worthington Village	39 Kingston Dr	Harrison	2015	$89,700	$163,900	$253,600	60%	$152,160	1,316	$115.62
Worthington Village	47 Kingston Dr	Harrison	2011	$89,700	$209,400	$299,100	60%	$179,460	2,472	$72.60
Worthington Village	92 Bancroft Ct	Harrison	2015	$119,200	$291,400	$410,600	60%	$246,360	2,680	$91.93
Worthington Village	76 Bancroft Ct	Harrison	2009	$128,700	$377,900	$506,600	60%	$303,960	4,292	$70.82
Worthington Village	169 Salisbury Cir	Harrison	2019	$50,200	$400,000	$450,200	60%	$270,120	3,100	$87.14
Worthington Village	231 Kingston Dr	Harrison	2019	$94,200	$274,000	$368,200	60%	$220,920	3,002	$73.59
Worthington Village	213 Kingston Dr	Harrison	2019	$88,500	$366,700	$455,200	60%	$273,120	3,066	$89.08
Worthington Village	193 Kingston Dr	Harrison	2019	$88,500	$274,200	$362,700	60%	$217,620	3,021	$72.04
Worthington Village	63 Kingston Dr	Harrison	2020	$86,000	$366,900	$452,900	60%	$271,740	2,674	$101.62
Worthington Village	1170 Worthington Dr	Harrison	2010	$114,100	$235,300	$349,400	60%	$209,640	2,128	$98.52
Worthington Village	14 Kingston DR	Harrison	2009	$86,000	$271,800	$357,800	60%	$214,680	2,901	$74.00
Worthington Village	242 Salisbury Cir	Harrison	2020	$88,500	$269,300	$357,800	60%	$214,680	2,736	$78.46
Worthington Village	228 Salisbury Cir	Harrison	2020	$90,500	$264,400	$354,900	60%	$212,940	2,578	$82.60
Worthington Village	208 Salisbury Cir	Harrison	2020	$139,400	$347,900	$487,300	60%	$292,380	3,727	$78.45
Worthington Village	196 Salisbury Cir	Harrison	2020	$90,500	$185,500	$276,000	60%	$165,600	1,818	$91.09
Worthington Village	180 Salisbury Cir	Harrison	2020	$86,000	$240,100	$326,100	60%	$195,660	2,412	$81.12
Worthington Village	168 Salisbury Cir	Harrison	2020	$86,000	$223,100	$309,100	60%	$185,460	2,396	$77.40
Meadland Farms Lot	16 Beechwood Ct	Taylor	2014	$65,000	$321,700	$386,700	60%	$232,020	2,696	$86.06
Meadland Farms Lot	383 Ashberry Dr	Taylor	2010	$62,500	$277,700	$340,200	60%	$204,120	2,919	$69.93
Average value per SF								***$222,335***		$83.56
Townhouse										
Barrington Townhomes	40 Barrington Ct #115	Harrison	2013	$30,000	$135,300	$165,300	60%	$99,180	1,240	$79.98
Barrington Townhomes	40 Barrington Ct #114	Harrison	2013	$30,000	$142,300	$172,300	60%	$103,380	1,200	$86.15
Barrington Townhomes	40 Barrington Ct #107	Harrison	2015	$30,000	$174,500	$204,500	60%	$122,700	1,200	$102.25
Barrington Townhomes	40 Barrington Ct #108	Harrison	2015	$30,000	$148,200	$178,200	60%	$106,920	1,200	$89.10
Average value per SF								$108,045		***$89.37***
Duplex										
Parkview Village	75 Berkshire Cir	Harrison	2019	$48,100	$308,100	$356,200	60%	$213,720	2,845	$75.12
Parkview Village	140 Berkshire Cir	Harrison	2013	$48,100	$264,100	$312,200	60%	$187,320	2,684	$69.79
Parkview Village	211 Berkshire Cir	Harrison	2013	$48,500	$263,100	$311,600	60%	$186,960	2,684	$69.66
Average value per SF								$196,000		***$71.52***

MuniCap, Inc. *19 May-23*

[1]Based on information obtained from the County of Harrison Office of the Assessor. Value chosen is underlined and shown in bold and italics.

[2]Assessed value represents 60% of market or appraised value. Based on discussion held with individuals at the County of Harrison Office of the Assessor.

Schedule XV-B: Assessed Value of Comparable Properties - Personal Property

Property Type	Address	County	Constructed	Property Area[1] (GSF)	Current Assessed Value (Tax Year 2022)[2] Total	Per GSF/Unit
Residential						
Apartments				*(units)*		
The Domain[3]	5000 Domain Dr	Monongalia	2012	336	$1,077,565	$3,207.04
Sub-total apartments						***$3,207.04***
Vehicle Dealership						
Tractor Guys	14 Tunnel Hill Dr	Harrison	2013	25,000	$1,002,371	$40.09
Triple S Harley Davidson	7300 Willie G Ave	Monongalia	2013	34,720	$1,084,384	$31.23
Ken Ganley Kia Clarksburg	97 Joy Ln	Harrison	2018	31,450	$1,247,165	$39.66
Premier Chevrolet	5392 University Town Centre Dr	Monongalia	2013	30,000	$3,539,317	$117.98
Lithia Ford/Lincoln	501 Mary Jane Wood Circle	Monongalia	2017	30,000	$3,005,417	$100.18
Sub-total vehicle dealership						***$109.08***

MuniCap, Inc. *19 May 23*

[1]Based on information provided by West Ridge, Inc., except as noted. Dates, uses, and square footages represent best estimates at the time of this writing. The Developer does not control many of these properties and is relying on third-party information provided. The Developer does not guarantee or warrant the development program and schedule shown herein.

[2]Based on Monongalia County Assessor & Harrison County Assessor data. All information accessed by MuniCap on 5/1/2023. Values used for projections of tax increment herein are shown in bold italics.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

BOND PROJECTIONS
2021 B Bonds Restructured

Schedule XVI: Sources and Uses of Funds - Bond Issuance Assumptions

	Restructured 2021 B Bonds	
	Proceeds	Percent
Sources of funds:		
Total bond proceeds	$6,422,000	100.0%
Interest earned in the improvement fund (see Schedule IV)	$0	0.0%
Total sources of funds	$6,422,000	100.0%
Uses of funds:		
2021B Bonds Outstanding and Additional Bonds	$6,247,000	97.3%
Issuance costs	$175,000	2.7%
Underwriter's discount	$0	0.0%
Capitalized interest (see Schedule III)	$0	0.0%
Reserve fund	$0	0.0%
Rounding	$0	0.0%
Total uses of funds	$6,422,000	100.0%

Assumptions:	
Bond maturity	14 years
Interest only	0 years
Amortization	14 years
Coupon rate[1]:	5.00%
Reinvestment rates:	
Reserve fund[2]	3.92%
Improvement fund[2]	3.28%
Capitalized interest[2]	3.92%
Bond issuance date[1]	15-Jul-23
Payment dates:	
Interest	June 1 and December 1
Principal	June 1
Capitalized interest:	
Interest fully funded through	-
Months interest fully funded	-

MuniCap, Inc. *19-May-23*

[1]Rate assumed based on current coupon of Series 2021 B Bonds.

[2]Represents the rate of return of a six month US government security as of May 5, 2023. Source: US Department of the Treasury.

Development District No. 3 - White Oaks Project
Harrison County, West Virginia

Schedule XVII: Projected Repayment of Restructured 2021 B Bonds

Development Year Ending	Tax Year Ending	Bond Year Ending	Beginning Balance	Bonds Drawn At Closing[1]	Total Tax Revenues Available[2]	Interest Expenses	Interest Rate[3]	Capitalized Interest	Administrative Expenses[3]	Interest Paid	Principal Paid	Total Payments	Ending Balance	Excess Revenues
1-Jul-21	1-Apr-23	15-Jul-23	$0	$6,422,000	$0	$0	5.00%	$0		$0	$0	$0	$6,422,000	$0
1-Jul-22	1-Apr-24	1-Jun-24	$6,422,000	$0	$348,406	$287,206	5.00%	$0	$61,200	$287,206	$0	$348,406	$6,422,000	$0
1-Jul-23	1-Apr-25	1-Jun-25	$6,422,000	$0	$444,201	$321,100	5.00%	$0	$62,424	$321,100	$60,677	$444,201	$6,361,323	$0
1-Jul-24	1-Apr-26	1-Jun-26	$6,361,323	$0	$455,090	$318,066	5.00%	$0	$63,672	$318,066	$73,351	$455,090	$6,287,973	$0
1-Jul-25	1-Apr-27	1-Jun-27	$6,287,973	$0	$802,468	$314,399	5.00%	$0	$64,946	$314,399	$423,124	$802,468	$5,864,849	$0
1-Jul-26	1-Apr-28	1-Jun-28	$5,864,849	$0	$848,489	$293,242	5.00%	$0	$66,245	$293,242	$489,002	$848,489	$5,375,847	$0
1-Jul-27	1-Apr-29	1-Jun-29	$5,375,847	$0	$894,389	$268,792	5.00%	$0	$67,570	$268,792	$558,027	$894,389	$4,817,820	$0
1-Jul-28	1-Apr-30	1-Jun-30	$4,817,820	$0	$905,716	$240,891	5.00%	$0	$68,921	$240,891	$595,904	$905,716	$4,221,916	$0
1-Jul-29	1-Apr-31	1-Jun-31	$4,221,916	$0	$906,036	$211,096	5.00%	$0	$70,300	$211,096	$624,641	$906,036	$3,597,276	$0
1-Jul-30	1-Apr-32	1-Jun-32	$3,597,276	$0	$905,291	$179,864	5.00%	$0	$71,706	$179,864	$653,722	$905,291	$2,943,554	$0
1-Jul-31	1-Apr-33	1-Jun-33	$2,943,554	$0	$905,536	$147,178	5.00%	$0	$73,140	$147,178	$685,219	$905,536	$2,258,335	$0
1-Jul-32	1-Apr-34	1-Jun-34	$2,258,335	$0	$905,771	$112,917	5.00%	$0	$74,602	$112,917	$718,252	$905,771	$1,540,084	$0
1-Jul-33	1-Apr-35	1-Jun-35	$1,540,084	$0	$906,023	$77,004	5.00%	$0	$76,095	$77,004	$752,925	$906,023	$787,159	$0
1-Jul-34	1-Apr-36	1-Jun-36	$787,159	$0	$905,321	$39,358	5.00%	$0	$77,616	$39,358	$787,159	$904,133	$0	$1,188
1-Jul-35	1-Apr-37	1-Jun-37	$0	$0	$905,988	$0	5.00%	$0	$0	$0	$0	$0	$0	$905,988
1-Jul-36	1-Apr-38	1-Jun-38	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-37	1-Apr-39	1-Jun-39	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-38	1-Apr-40	1-Jun-40	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-39	1-Apr-41	1-Jun-41	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-40	1-Apr-42	1-Jun-42	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-41	1-Apr-43	1-Jun-43	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-42	1-Apr-44	1-Jun-44	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-43	1-Apr-45	1-Jun-45	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-44	1-Apr-46	1-Jun-46	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-45	1-Apr-47	1-Jun-47	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-46	1-Apr-48	1-Jun-48	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-47	1-Apr-49	1-Jun-49	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-48	1-Apr-50	1-Jun-50	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-49	1-Apr-51	1-Jun-51	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-50	1-Apr-52	1-Jun-52	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-51	1-Apr-53	1-Jun-53	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-52	1-Apr-54	1-Jun-54	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-53	1-Apr-55	1-Jun-55	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-54	1-Apr-56	1-Jun-56	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-55	1-Apr-57	1-Jun-57	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
1-Jul-56	1-Apr-58	1-Jun-58	$0	$0	$0	$0	5.00%	$0		$0	$0	$0	$0	$0
				$6,422,000	$11,038,725	$2,811,113		$0		$2,811,113	$6,422,000	$10,131,549		$907,176

MuniCap, Inc *19 May 21*

See Schedule XVI

See Schedule XIV

[1] Estimated by MuniCap

A-1

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Tuesday, May 16, 2023, through Tuesday, May 23, 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, Tuesday, May 16, 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, **ELIZABETH ELLIOT** was appointed and qualified as ADMINISTRATRIX of the estate of **JERRY MARSHALL COX**, deceased. Bond was 10,000.00.

On, Thursday, May 18, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **KYLE HUGH TOTTEN II**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

KYLE HUGH TOTTEN III, who was named in the last will and testament of **KYLE HUGH TOTTEN II**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, May 19, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **OTHA COMPTON JR**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

JACINDA LEIGH MOORE, who was named in the last will and testament of **MICHAEL JOSEPH STEFFICK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Monday, May 22, 2023, the following matters were disposed of in the presence of the Clerk:

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

WILLIAM E FORD III, who was named in the last will and testament of **MARY CLARE COX**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **KENNETH WILLIS HOLBY JR** was appointed and qualified as ADMINISTRATOR of the estate of **KENNETH HOLBY**, deceased. Bond was 20,000.00.

On, Tuesday, May 23, 2023, the following matters were disposed of in the presence of the Clerk:

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

OLGA IRENE ANDERSON, who was named in the last will and testament of **WALTER JOHN KULCZYCKI**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

JODY L GORBY-STROTHER, who was named in the last will and testament of **WINNIFRED M LIMER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

John R Spires
Clerk of the Harrison County Commission

Wednesday, May 31, 2023

Confirmed

A-2

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, May 24, 2023, through Tuesday, May 30, 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, Wednesday, May 24, 2023, the following matters were disposed of in the presence of the Clerk:

A duly certified copy of the last will and testament of **GEORGE E POST**, deceased, late a resident of TYLER, WEST VIRGINIA, was admitted to record.

On, Thursday, May 25, 2023, the following matters were disposed of in the presence of the Clerk:

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

KIMBERLY DAWN SHEARER BRANDENBURG, who was named in the last will and testament of **JUDITH RAE EVANS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

DANNY ROSS MOODISPAUGH, who was named in the last will and testament of **MARY GERTRUDE MOODISPAUGH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, May 26, 2023, the following matters were disposed of in the presence of the Clerk:

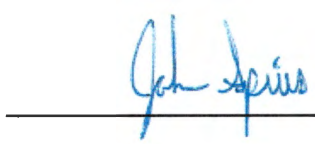
The last will and testament of **BETTIE JEAN FORD**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

LEXY DEVON FORD, who was named in the last will and testament of **BETTIE JEAN FORD**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The said estate of **DARRELL EUGENE EDDY**, deceased was referred to **ROBERT L GREER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

On, Tuesday, May 30, 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, **JO A PAUGH** was appointed and qualified as ADMINISTRATRIX of the estate of **STEVEN ALLEN TRAVIS**, deceased. Bond was 0.00.



John R Spires
Clerk of the Harrison County Commission

Wednesday, June 7, 2023

Confirmed

B-1

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

JAMES V. CANN AND SAMUEL J. CANN,
CO-EXECUTORS OF THE ESTATE

OF REPORT OF RECEIPTS, DISBURSMENTS AND DISTRIBUTION

CARMINE J. CANN, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Report of Receipts, Disbursements and Distribution** was filed by the Co-Executors of the above-referred estate, which said report was executed by co-executors of said estate, whereupon your Commissioner proceeded to prepare this Report of Receipts, Disbursements and Distribution attached hereto.

Your Commissioner certifies that this estate was referred to James C. Turner, Fiduciary Commissioner on the 27th day of October, 2021, and re-referred to Robert L. Greer, Fiduciary Commissioner, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 7th day of November, 2021, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 8th and 15th days of September, 2021, the time so fixed being according to law; and that at the end of business hours on the 7th day of November, 2021, the claims period was formally closed, at which time a claim had been timely filed with said Clerk's office on May 14, 2021, by Bank of America in the amount of $1,873.12. A satisfaction and release of creditor claim was filed on June 30, 2021.

Your Commissioner certifies that the names of James V. Cann and Samuel J. Cann, Co-Executors of the estate of Carmine J. Cann., deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 21st and 28th days of April, 2023, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Receipts, Disbursements and Distribution in settlement of the accounts of said Co-Executors. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 1st day of May, 2023.

Robert L. Greer
Fiduciary Commissioner

Report of Receipts, Disbursements and Distributions

Estate of Carmine Cann

Deposits to Edward Jones Estate Account xxx44		
Date Rec	**Source**	**Amount**
4/19/2021	Transfer from Chase personal acct #1833	25,260.59
4/19/2021	Transfer from Chase personal acct #4364	500.00
4/19/2021	Transfer from Chase personal acct #4326	6,758.38
4/20/2021	Refund from Highmark WV (medical expenses)	1,009.04
4/27/2021	Transfer from Bank of America acct 3436	5,417.63
4/29/2021	Transfer from Edward Jones Acct 4119	46,127.97
4/30/2021	Altria Group Dividend	2,090.66
5/3/2021	Bristol-Myers Dividend	980.10
5/12/2021	Sale of Altria Group securities	123,408.90
5/12/2021	Sale of Huntington Bancshares securities	123,029.46
5/12/2021	Sale of Kraft Heinz securities	24,461.81
5/12/2021	Sale of Southern Co. securities	119,220.07
5/12/2022	Sale of Mondalez International, Inc. securities	104,131.30
5/12/2021	Sale of Philip Morris International, Inc securities	238,414.74
5/12/2021	Sale of Chevron Corporation securities	54,904.74
5/12/2021	Sale of Bristol Myers Squib Co. securities	129,530.64
5/17/2021	Sale of various securities – Merrill Lynch Edge Acct	1,154,991.84
5/28/2021	Interest Income	10.07
6/28/2021	Refund – Mt. State Ext Pros	144.45
6/30/2021	Interest Income	17.58
7/30/2021	Interest Income	18.18
8/30/2021	Interest Income	8.97
9/21/2021	Knights of Columbus Life Insurance	2,877.45
9/29/2021	Interest Income	3.21
10/18/2021	Auction – Sale of personal items	7,268.35
10/21/2021	Distribution – Ogden Realty, Inc	2,100.00
10/29/2021	Interest Income	3.36
11/21/2021	Sale of personal property	800.00
11/30/2021	Interest Income	3.29
12/21/2021	Palmetto Electric dividend	9.48
12/31/2021	Interest Income	3.40
1/13/2022	Sale of personal residence	510,602.36
1/31/2021	Interest Income	5.36
2/28/2021	Interest Income	6.99
3/15/2022	Stop payment on chk. To Mountain State Exterior	240.75
3/31/2021	Interest Income	7.73
4/29/2021	Interest Income	7.47
4/30/2022	Transfer balance from MVB acct XXX5542	33,530.94
5/30/2022	Interest	17.06
6/29/2022	Interest	44.55
7/15/2022	WV State Income Tax Refund	115.00
7/15/2022	Interest	11.64

8/31/2022	Interest	18.46
9/6/2022	Interest	3.17
9/2/2022	Internal Revenue Service – 2021 tax refund	1,949.10
9/8/2022	Internal Revenue Service – 2021 income tax refund – interest	1.30
9/12/2022	Internal Revenue Service – 2020 Income tax refund	17,184.00
9/26/2022	Internal Revenue Service – 2020 Income Tax – interest on refund	189.35
9/30/2022	Interest	22.75
10/31/2022	Interest	43.62
11/11/2022	Void check 1015 (To Hilarian Cann)	1,000.00
TOTAL		**2,738,507.26**

Deposits to MVB Joint Account XXX5542

Note – This is a joint acct and is not considered to be a probate asset. However, estate receipts were deposited into this account and therefore are being included in Estate Probate receipts

Date	Source	Amount
4/7/2021	Beginning balance in account	18244.80
4/13/2021	Transfer from Edward Jones Acct	1,162.20
5/9/2021	Tax Refund	138.00
6/23/2021	Ogden Realty, Inc. Distribution	3000.00
6/23/2021	Misc	5.00
7/7/2021	Ogden Realty, Inc. Distribution	3000.00
8/20/2021	Sale of Coin Collection	19,985.00
8/20/2021	Bank of America Refund	188.82
8/25/2021	Sale of Personal Property	1,230.00
9/14/2021	Sale of household items	3,500.00
Various dates	Interest	29.86
TOTAL	**MVB xxx5542**	**50,483.68**

Notes

The balance in the MVB account as of 4/30/2022 was transferred to the Edward Jones estate acct (xx44) on 4/30/2022. Amount transferred = 33,530.94

Report of Receipts, Disbursements and Distributions

Estate of Carmine Cann

Disbursements from Edward Jones Estate Account xxx44 (Page 1)		
Date	**Payable to:**	**Amount**
5/3/2021	Amos Carvelli Funeral Home	8,812.00
5/14/2021	MCM Business Systems	123.23
5/19/2021	Michael Whitton & Associates (appraisal fees)	400.00
5/24/2021	Mon Power	17.03
5/26/2021	Bank of America	188.82
5/26/2021	Bank of America	1,873.12
5/27/2021	Nationwide Insurance	824.25
6/1/2021	Mountain State Exterior Pros	144.45
6/1/2021	City Net	102.84
6/2/2021	City of Bridgeport	295.14
6/10/2021	Hope Gas	123.08
6/21/2021	CityNet	102.84
7/7/2021	City of Bridgeport	63.78
7/7/2021	Frontier	28.61
7/7/2021	Nationwide Insurance	802.36
7/19/2021	Mountain State Exterior Pros	577.80
7/12/2021	Hope Gas	14.24
7/13/2021	Mon Power	132.82
7/13/2021	Mon Power	106.68
7/28/2021	CityNet	102.84
8/2/2021	City of Bridgeport	43.96
8/3/2021	Mountain State Exterior Pros	192.60
8/10/2021	James V Cann – Distribution to beneficiary	253,500.00
8/10/2021	Samuel J Cann – Distribution to beneficiary	229,000.00
8/10/2021	Antoinette Bonasso – Distribution to beneficiary	253,500.00
8/10/2021	Judy Maunz – Distribution to beneficiary	253,500.00
8/10/2021	Claudia Schmidt – Distribution to beneficiary	253,500.00
8/10/2021	Carmine J Cann Jr – Distribution to beneficiary	253,500.00
8/10/2021	Larry V Cann Sr. – Distribution to beneficiary	253,500.00
8/10/2021	Hope Gas	15.38
8/13/2021	2 Brothers Painting	586.96
8/13/2021	Mon Power	187.87
8/13/2021	Exponent Telegram	42.83
8/16/2021	Sheriff- Treasurer, Harrison Co, WV	2,087.53
8/23/2021	CityNet	102.84
8/24/2021	Fusco Real Estate Appraisal	400.00

Disbursements from Edward Jones Estate Account xxx44 (page 2)		
9/7/2021	City of Bridgeport	63.78
9/7/2021	Mountain State Exterior Pros	240.75
9/13/2021	Mon Power	193.81
9/13/2021	Hope Gas	19.82
9/28/2021	CityNet	102.63
10/1/2021	Harrison County Sheriff	92.59
10/5/2021	Mountain State Exterior Pros	192.60
10/5/2021	City of Bridgeport	63.78
10/12/2021	TCC.LCC (smoke detector)	455.82
10/20/2021	Hope Gas	17.28
10/20/2021	Mon Power	91.84
10/22/2021	2 Brothers Painting	100.00
10/29/2021	Sparkle Janitorial Service	462.45
11/9/2021	Mountain State Exterior Pros	192.60
11/10/2021	City of Bridgeport	63.78
11/17/2021	Mon Power	168.19
11/28/2021	Hope Gas	113.66
12/13/2021	Mon Power	43.76
12/15/2021	City of Bridgeport	63.78
1/18/2022	City of Bridgeport	39.75
2/7/2022	Jim Turner	446.00
2/9/2022	Larry Cann, Sr	50.00
2/20/2022	Mountain State Exterior Pros	96.30
3/9/2022	USPS – mail tax returns	26.99
3/10/2022	USPS – mail tax returns	4.73
3/22/2022	Hilarion Cann, CPA	1,000
3/23/2022	Sam Cann – Reimbursement for postage	30.86
4/18/2022	Mark Ribas, CPA – accounting services	1,500.00
5/27/2022	Sam Cann – Overpayment for Audi automobile	3,000.00
6/23/2022	James Cann – Distribution	128,500.00
6/23/2022	Sam Cann – Distribution	128,500.00
6/23/2022	Toni Cann Bonasso – Distribution	128,500.00
6/23/2022	Judy Cann Maunz – Distribution	128,500.00
6/23/2022	Claudia Cann Schmidt – Distribution	128,500.00
6/23/2022	Carmine J Cann, Jr. - Distribution	128,500.00
6/23/2022	Hilarion V Cann - Distribution	128,500.00
6/29/2022	Edward Jones – Checks	3.00
9/21/2022	Harrison County Sheriff	286.61
11/11/2022	WVIHF – Florence Cann Scholarship	1000.00
TOTAL		**2,678,223.06**

Disbursements from MVB Joint Account XXX5542		
Date	**Source**	**Amount**
4/5/2021	Amos Carvelli Funeral Home	3,447.13
4/7/2021	Samuel Cann (funeral dinner)	8,670.35
4/13/2021	First Energy	295.51
4/13/2021	Century Volga PSD	48.78
4/13/2021	Harrison County Clerk	79.00
4/15/2021	City of Bridgeport	213.39
4/19/2021	City of Philippi	15.00
4/9/2021	Surock Monument Co	133.75
4/27/2021	Harrison Co. Clerk	18.50
4/28/2021	Citynet	102.02
5/14/2021	Beaufort Co. SC Treasurer	20.00
5/27/2021	Palmetto Electric	65.00
5/12/2021	First Energy	47.63
5/17/2021	Jaun Rodriquez – Property maintenance	1,000.00
5/27/2021	Beaufort Co. SC Register of Deeds	15.00
7/1/2021	Chase Bank	325.37
8/24/2021	Ryan Schmidt	250.00
8/24/2021	Nationwide Insurance	276.76
12/28/2021	Samuel Cann	534.27
1/8/2022	Culligan	1.395.28
TOTAL		**16,952.74**

Ogden Realty, Inc In addition to the receipts and disbursements listed above, the decedent owned stock in Ogden Realty, Inc. The stock passed to the estate upon death. The distributions listed below were made directly from Ogden Realty, Inc. to the decedent's heirs		
	Antoinette C. Bonasso	$18,801.00
	Carmine J Cann, Jr	$18,801.00
	James V Cann	$18,801.00
	Hilarion V Cann	$18,801.00
	Judith C Maunz	$18,801.00
	Samuel J Cann	$18,801.00
	Claudia C Schmidt	$18,801.00
	TOTAL	**$131,649.00**

James V. Cann		$ 8,612.03
Samuel J. Cann		$ 8,612.03
Judith Cann Maunz		$ 8,612.03
Antoinette Cann Bonasso		$ 8,612.03
Claudia Cann Schmidt		$ 8,612.03
Carmine J. Cann, Jr.		$ 8,612.03
Hilarion V. Cann		$ 8,612.03
	Total Distribution:	$60,284.20

AFFIDAVIT:

James V. Cann 3-14-2023
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared JAMES V. CANN, CO-EXECUTOR of the Estate of CARMINE J. CANN deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 14 day of March 2023 is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 14 day of March 2023

The foregoing instrument was acknowledged before me this 14th day of March, 2023.

My Commission expires: April 24, 2023. Vicki Reeves Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
VICKI REEVES
My Commission Expires April 24, 2023

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, Susan J Thomas, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this ___ day of _____, ____.

_____ By _____

Susan J Thomas
Clerk of the Harrison County Commission

Estate: _____
Receipt/Disbursement

AFFIDAVIT:

Samuel J. Cann 3/21/23
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared SAMUEL J. CANN, CO-EXECUTOR of the Estate of CARMINE J. CANN deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 21 day of March, 2023, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 21 day of March 2023

The foregoing instrument was acknowledged before me this 21 day of March, 2023

My Commission expires: May 28, 2026 Kristy Romino

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KRISTY ROMINO
MVB BANK INC
406 W MAIN ST
Clarksburg WV 26301
My Commission Expires May 28, 2026

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, Susan J Thomas, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

Susan J Thomas
Clerk of the Harrison County Commission

Estate: _____

ReceiptDisbursement

B-2

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

PAUL DAVID SMITH, ADMINISTRATOR CTA
OF THE ESTATE

OF
JACK LEE SMITH

REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Report of Receipts, Disbursements and Distribution** was filed by the Administrator cta of the above-referred estate, which said Waiver was executed by the administrator cta of said estate, whereupon your Commissioner proceeded to prepare this Report of Receipts, Disbursements and Distribution attached hereto.

Your Commissioner certifies that this said estate was referred to James C. Turner, Fiduciary Commissioner on the 7th day of January, 2020, and re-referred to Robert L. Greer, Fiduciary Commissioner, and that subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 10th day of March, 2019, as the time and place for the presentation of claims against said estate; that he gave notice thereof to the creditors and beneficiaries of said estate by publication in *The Exponent-Telegram* on the 9th and 16th days of January, 2019, the time so fixed being according to law; and that at the end of business hours on the 10th day of March, 2019, the claims period was formally closed, at which time claims had been filed with said Clerk's office on August 21, 2018 by City of Bridgeport in the amount of $87.96, and also on January 28, 2019 by Peggy A. Minear in the amount of $30,000.00. A satisfaction and release of creditor claims were filed on April 13, 2023. and all distributes and legatees, pursuant to *West Virginia Code §44-2-4,* as amended.

Your Commissioner certifies that the name of Paul David Smith, Administrator cta of the estate of Jack Lee Smith, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 14th and 21st days of April , 2023, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Receipts, Disbursement and Distribution in settlement of the accounts of said Administrator cta. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15,* as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 21st day of April, 2023.

Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia



County of Harrison, ss:

ESTATE OF JACK LEE SMITH, DECEASED

Social Security No: _____ Date of Death: 03/26/2018

Report of Receipts, Disbursements and Distribution; Affidavit

filed by Paul David Smith, Administrator CTAof the estate of JACK LEE SMITH, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
5/24/2022	TRUIST CD ********6891	$20,107.07
5/24/2022	TRUIST CD ********2159	$44,226.75
5/24/2022	TRUIST CD ********5586	$43,100.05
5/24/2022	TRUIST DDA ********5417	$16,670.39
5/24/2022	TRUIST DDA ********7500	$713.17
	TOTAL RECEIPTS:	$124,817.43

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
9/22/2022	Peggy A. Minear (satisfaction of claim against estate)	$30,000.00
9/22/2022	City of Bridgeport (satisfaction of claim against estate)	$87.96
3/14/2023	Verliance (Renewal of State Farm Surety Bond)	$1,150.00
3/29/2023	Greer Law Office (Fiduciary Commissioner Fees)	$812.00
3/29/2023	Greer Law Office (Recording & Advertising Fee)	$32.00
3/29/2023	West & Jones (Legal Fees Estate Administration)	$1,972.00
3/29/2023	Jay Paul Smith (Reimbursement for Initial Surety Bond)	$1,150.00
3/29/2023	David Paul Smith (Administrator's Fee)	$6,824.69
	TOTAL DISBURSEMENTS:	$41,828.65

DISTRIBUTION:

Darla K. Gordon, Trustee of the Jack L. Smith Revocable Trust Agreement	$82,988.78
TOTAL DISTRIBUTION:	$82,988.78

DISTRIBUTION IN KIND:

1. Apartment Contents valued at $550.00 to Darla K. Gordon
2. 2017 Nissan Rouge valued at $15,250.00 to David Paul Smith

AFFIDAVIT:

3/29/23
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared PAUL DAVID SMITH, Administrator cta of the Estate of JACK LEE SMITH deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 29th day of March, 2023, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 29th day of March, 2023.

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2023.

My Commission expires: Dec. 26, 2023

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
John C. Ashcom, Jr
360 Washington Ave.
PO Box 2348
Clarksburg, WV 26302-2348
My Commission Expires Dec. 26, 2023

Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, John R. Spires, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

Receipt/Disbursement

B-3

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

KATHY M. MILAM, EXECUTRIX
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

BETTY JEAN TALERICO, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Executrix of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to James C. Turner, Fiduciary Commissioner on the 24th day of August, 2020, and re-referred to Robert L. Greer, Fiduciary Commissioner, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 8th day of November, 2022, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 9th and 16th days of September, 2022, the time so fixed being according to law; and that at the end of business hours on the 8th day of November, 2020, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Kathy M. Milam, Executrix of the estate of Betty Jean Talerico., deceased, was included in a list of fiduciaries, whose accounts were before

your Commissioner for settlement, and said list was published once a week for two successive weeks on the 8th and 15th days of February, 2023, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 19th day of April, 2023.

Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,KATHY M MILAM, personal representative(s) in the estate of BETTY JEAN TALERICO after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-2-1(b) ;

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

KATHY M MILAM — Kathy M. Milam (L.S.)
EXECUTRIX

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 1ST day of FEBRUARY, 2023.

My Commission expires: August 5, 2025 — Deborah M Fischer
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah M. Fischer
640 Rivendell Drive
Bridgeport, WV 26330
My Commission Expires August 05, 2025

JOHN MICHAEL TALERICO _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

KATHY M MILAM — Kathy M. Milam (L.S.)
DAUGHTER

STATE OF WEST VIRGINIA COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 1ST day of FEBRUARY, 2023.

My Commission expires: August 5, 2025 — Deborah M Fischer
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah M. Fischer
640 Rivendell Drive
Bridgeport, WV 26330
My Commission Expires August 05, 2025

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,KATHY M MILAM, personal representative(s) in the estate of BETTY JEAN TALERICO after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-2-1(b) ;

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

KATHY M MILAM _____ (L.S.)
EXECUTRIX

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

JOHN MICHAEL TALERICO John Michael Talerico (L.S.)
SON

STATE OF Pennsylvania COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 27 day of January 2023.

My Commission expires: Nov 22 2024 D L Reilly
Notary Public

Commonwealth of Pennsylvania - Notary Seal
DENISE L REILLY - Notary Public
Allegheny County
My Commission Expires Nov 22, 2024
Commission Number 1135917

KATHY M MILAM _____ (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, Susan J Thomas, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objects filed thereto.

Given under my hand this _____day of _____, _____.

Susan J Thomas
Clerk of the Harrison County Commission

By _____
June Eschenmann
Deputy Clerk

B-4

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

CHARLES E. THOMPSON, EXECUTOR OF THE ESTATE

OF /// **REPORT AND FIRST ANNUAL SETTLEMENT**

PAUL DANIEL THOMPSON, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report and First Annual Settlement of the accounts of Charles E. Thompson, Executor of the Estate of Paul Daniel Thompson, deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

(SEE ATTACHED ACCOUNTING)

STATE OF WEST VIRGINIA
COUNTY OF HARRISON

ESTATE OF PAUL DANIEL THOMPSON, DECEASED

Social Security No.: Date of Death: 03/08/2022

REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT

FOR PERIOD: April 12, 2022 TO April 12, 2023

Accounting filed by Charles E. Thompson, executor of the Estate of Paul Daniel Thompson as provided by Chapter 44, Article 2, Section 1, of the Code of West Virginia, as amended.

ORIGINAL VALUES PER APPRAISEMENT:

Schedule A:	Real Estate	$392,816.67
Schedule B:	Tangible Personal Property	$80,300.00
Schedule E:	Money, Certificates of Deposit, Accounts, etc.	$17,614.12
Schedule F:	Miscellaneous Assets *	$234,036.07
	* (Note: $90,000 of this amount is real estate upon which the wrecker garage is situated and includes the value of certain Wrecker Trucks, which are accounted for in the Adjustments to Appraised Values)	**$724,766.86**

ADJUSTMENTS TO APPRAISED VALUES:

Schedule A: Real Estate (Personal and Business) See Real Estate Exhibit attached

Personal Real Estate	$398,816.67	
Business Real Estate	$90,000.00	
Adjusted appraised value	$488,816.67	**$488,816.67**

Schedule B: Tangible personal property

Vehicles: See Vehicles Exhibit attached		
Appraised Value Personal & Business	$213,300.00	
Gross Proceeds from Sale	$81,350.00	
Gross Proceeds from Sale of Vehicles located after Appraisement filed	$4,100.00	
Total Gross Proceeds	$85,450.00	
Current Value of remaining vehicles	$81,200.00	
Household Goods & Wares	$1,500.00	
Adjusted appraised value	$166,687.00	**$166,687.00**

Schedule E: Money, certificates of deposit, notes, accounts, et See Bank Account Exhibit Attached

Value at DOD of personal accounts	$17,614.12
Value at DOD of business accounts	$8,536.07
City National Bank Savings Account located after Appraisement filed	$8,208.07

Real Estate Exhibit

Real Estate		Assessed	Appraised	Personal RE Total
	1. LOT 18 Winding Way, S-D W Clarksburg #1, Tax Map 5, Parcel 29 Clark-Clarksburg District, Harrison County (151 Winding Way) DB 1218/848, 8/19/1991	$42,600.00	$71,000.00	
	2. 1 LOT 17 Winding Way ADD, S-D W Clarksburg #7, Tax Map 5, Parcel 30 Clark-Clarksburg District, Harrison County (151 Winding Way) DB 1218/848, 8/19/1991	$4,920.00	$8,200.00	
	3. 1 LOT 39 Winding Way ADD, S-D W Clarksburg #1, Tax Map 5, Parcel 3 Clark-Clarksburg District, Harrison County (151 Winding Way) DB 1218/848, 8/19/1991	$5,820.00	$9,700.00	
	4. 1 LOT 19 Winding Way S-D W Clarksburg #1, Tax Map 5, Parcel 28 Clark-Clarksburg District Harrison County (151 Winding Way) DB 1218/848, 8/19/1991	$5,820.00	$9,700.00	
	5. 1 LOT PT #21, SR CO 1st ADD, Tax Map 3, Parcel 231 Clark-Clarksburg District, Harrison County (133 Green St. & 133 Ridenour St.) DB 1386/1024, 2/21/2006	$65,580.00	$109,300.00	
	6. 2.95 AS Liberty (1995 26x68 D-Wide MHome), Tax Map 286, Parcel 36 Coal-Outside District, Harrison County (217 Froe St.) DB 1386/1025, 2/21/2006	$62,700.00	$104,500.00	
	7. Tax Ticket No. 73865, Tax Map 9999 0689 0698 0000 INT 45.35 AC Leased O&G West Fork Antero #5631	$250.00	$416.67	
	8. SUR 28A & Parcel Salt Rock, Tax Map 31, Parcel 70 Portland District, Preston County DB 588/241, 10/2/1995	$19,860.00	$80,000.00	**$392,816.67**
	Wrecker Garage Real Estate 2 LOTS 4 7 & PT 8 Elk Creek, Parcel 180, Tax map 23, Parcel 209 Coal-Clarksburg District, Harrison County 2 LOTS 5-6, Elk Creek 2 ADD INC PAR 191, Tax Map 23, Parcel 203 Coal-Clarksburg District, Harrison County 1 LTO 11-12-13-14-15 Elk Creek & PTS #9 & 10, Tax Map 23, Parcel 135 Coal-Clarksburg District, Harrison County **(Wrecker Garage real estate total appraised value)**		$90,000.00	
TOTAL		**$207,550.00**	**$482,816.67**	

Vehicles Exhibit

Vehicles:	Note the appraised value of many of the vehicles were inflated. The appraiser offer to purchase several vehicles at 1/2 price, but declined to change the appraisal to reflect this offer.	Appraised Value	Proceeds from Sale	Date of Deposit	Difference	Revised Value	Current Value of Remaining Vehicles	Notes
	1972 Wrecker (VIN TMH90DV505085)	$4,500.00	$3,000.00	12/9/2022	-$1,500.00	$3,000.00		Title located after appraisement filed
	1972 Ford 750 Wrecker (title not located)	$3,000.00				$3,000.00	$3,000.00	
	1958 Chevy (title not located)	$3,000.00				$3,000.00	$3,000.00	
	1972 Chevy WREC (VIN CCE632V150158)	$800.00				$800.00	$800.00	
	1998 FRHT TRUCK (VIN 1FV3GFAC8WH942316)	$10,000.00	$5,000.00	12/29/2022	-$5,000.00	$5,000.00		
	1937 CHEVY ANTO (VIN W432699 Royal 2DR #4)	$12,000.00				$12,000.00	$12,000.00	
	2007 TRUCK Ford Edge (VIN 2FMDK48C07BB59812)	$2,000.00				$2,000.00	$2,000.00	Shaun Thompson is in possession
	1955 Sedam Delivery known as Revooner (VIN D55T018911)	$25,000.00				$25,000.00	$25,000.00	
	2015 TRUCK Chevrolet Traverse (VIN 1GNKVHKD2FJ298098)	$10,000.00	-$1,000.00		-$9,000.00	-$1,000.00		Repossessed, negotiated $1,000 payoff
	2001 ISUZ RODEO (VIN 4S2DM58W914345781)	$1,200.00	$250.00	12/9/2022	-$950.00	$250.00		
	2000 ISUZ RODEO (VIN 4S2DM58W0Y4304675)	$1,000.00	$250.00	12/9/2022	-$750.00	$250.00		
	1999 ISU UT (VIN 4S2CM58W9X4347955) RECONSTRUCTED	$200.00	$250.00	12/9/2022	$50.00	$250.00		
	1998 ISU UT (VIN 4S2CM58W5W4344534)	$200.00	$150.00	12/9/2022	-$50.00	$150.00		
	1995 ISU UT (VIN 4SZCY58V3S4312080)	$200.00	$150.00	12/9/2022	-$50.00	$150.00		
	1991 JEEP (VIN 1J7FJ36S8ML541154) RECONSTRUCTED	$200.00				$200.00	$200.00	This might be the Jeep at the Wrecker Garage, need Bryan to let Charlie in to verify
	Dodge 3500 Cab 4x2 (VIN1B6ME3685KS041219)	$5,500.00				$5,500.00	$5,500.00	
	91 Chevy KODI (VIN1GBM7H1J9MJ100427)	$22,500.00	$20,000.00	1/6/2023	-$2,500.00	$20,000.00		
	07 Ford Commercial F Series Super DU (VIN 3FRNF65F67V396873)	$27,500.00				$27,500.00	$27,500.00	On website for Mathey Trucking for several months, no interested buyers
	15 Ford Commercial F Series Super DU (VIN 1FDUF5GYSFEA17570)	$51,750.00	$30,000.00	1/6/2023	-$21,750.00	$30,000.00		
	97 INTL (VIN 1HTSCABM2VH461007)	$6,500.00	$7,000.00	8/24/2022	$500.00	$7,000.00		
	97 Chevrolet Comm. C Series/Kodiak (VIN 1GBJ6H1J47VJ110628)	$18,250.00	$10,000.00	12/12/2022	-$8,250.00	$10,000.00		
	87 CHEVY (VIN 1GBHR34N8HS175013)	$2,000.00			-$2,000.00	$2,000.00	$2,000.00	
	77 GMC (VIN TCE537V589128)	$1,000.00	$300.00	12/9/2022	-$700.00	$300.00		
	89 Dodge D350 (VIN 1B6ME3685KS041219)	$5,000.00	$6,000.00	8/24/2022	$1,000.00	$6,000.00		
	TOTAL	**$213,300.00**	**$81,350.00**		**-$50,950.00**			
Vehicles located after appraisement:								
	1958 Chevy - stripped (No VIN)		$150.00	12/9/2022		$150.00		
	Pontiac G6 (VIN 1G22F58897427135O)		$250.00	12/9/2022		$250.00		
	Oldsmobile Ciera (No VIN)		$250.00	12/9/2022		$250.00		
	1985 Chevy Rollback (No VIN)		$250.00	12/9/2022		$250.00		
	1988 Chevy Wrecker - Stripped (No VIN)		$200.00	12/9/2022		$200.00		
	Mustang - unknown year - 60's (No VIN)					$200.00	$200.00	Owner offered $499.00 to get it back from junk yard on 1/9/2023, but he hasn't come to get it
	Posey's purchase of impounded & surrendered vehicles w/o titles		$1,500.00	6/23/2022		$1,500.00		
	Posey's purchase of impounded & surrendered vehicles w/o titles		$1,500.00	8/26/2022		$1,500.00		
	TOTAL		**$4,100.00**			**$166,650.00**	**$81,200.00**	

Bank Accounts Exhibit

Personal money, bank accounts:	Appraised Value	Amount at Account Close	Change	Notes
City National Bank Personal Checking Account ending in 5845	$3,125.43	$3,199.81	$74.38	
Home Federal Credit Union Account ending in 7197	$5,414.60	$2,221.12	-$3,193.48	Authorized users on account
Home Federal Credit Union Account ending in 8494	$5,025.09	$148.50	-$4,876.59	Authorized users on account
Home Federal Credit Union Account securing personal line of credit for another individual	$4,049.00	$2,661.30	-$1,387.70	Home Federal would not release the pledged amount, which is $2,661.30. This is not in the hands of the executor.
Lien balance as of decedent's death $3,848.15				
TOTAL	**$17,614.12**	**$8,230.73**	**-$9,383.39**	
Business bank accounts (Business continued to operate for a month or more)				
Home Federal Credit Union Account ending in 8265	$7,107.91	$6,518.70	-$589.21	
City National Bank Checking ending in 5388	$1,428.16	$1,428.16	$0.00	
TOTAL	**$8,536.07**	**$7,946.86**	**-$589.21**	
Personal money, bank accounts found after appraisement:				
City National Bank Savings Account	$8,208.07	$8,208.07	$8,208.07	
TOTAL	$34,358.26	$24,385.66	-$1,764.53	

Bank Accounts Total	$34,358.26	
Value at accounts close	$24,385.66	
Difference	$9,972.60	
Adjusted appraised value	$24,385.66	**$24,385.66**

Schedule F: All other assets

Miscellaneous equipment and inventory of Wrecker Business	$1,000.00	
Adjusted appraised value	$1,000.00	**$1,000.00**

Total Adjusted Appraisement Value	**$680,889.33**

RECEIPTS: *(Monies/Income; Proceeds from Dale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
4/13/2022	Balance of City National Accounts	$12,836.04 *
4/13/2022	Home Federal Credit Union Accounts	$8,888.32 *
4/14/2022	Various Checks payable to decedent	$8,450.73 *
4/18/2022	Various Checks payable to decedent	$4,728.93 *
4/25/2022	Various Checks payable to decedent (Note: deposit correction of $197.75 below)	$1,485.00 *
4/28/2022	Various Checks payable to decedent	$3,467.81 *
4/29/2022	Check payable to decedent	$150.00 *
5/3/2022	Various Checks payable to decedent	$527.15 *
5/6/2022	Sale of Property in Preston County, WV * Transaction unwound, deposit below	$39,000.00 *
5/21/2022	Refund From Chase Bank	$633.45 *
5/24/2022	Various Checks payable to decedent	$175.00 *
5/27/2022	Check payable to decedent	$65.00 *
6/7/2022	Various Checks payable to decedent	$1,152.00 *
6/13/2022	Check payable to decedent	$287.50 *
6/17/2022	Cash Payment for return of impounded car - Stemper	$250.00 *
6/23/2022	Sale of Vehicles w/o title impounded and surrendered to business	$1,500.00 *
6/29/2022	Check payable to decedent	$127.50 *
7/12/2022	Check payable to decedent	$84.15 *
7/28/2022	Check payable to decedent	$50.00 *
8/5/2022	Check payable to decedent	$151.68 *
8/15/2022	Various Checks payable to decedent ($682.82 Charge Back below)	$686.66 *
8/24/2022	Sale of Vehicles	$13,000.00 *
8/26/2022	Sale of Vehicles w/o title impounded and surrendered to business & Cks payable to decedent	$1,513.39 *
10/14/2022	Check payable to decedent	$102.71 *
10/25/2022	Check payable to decedent	$636.26 *
11/21/2022	Check payable to decedent	$68.89 *
12/9/2022	Sale of Vehicles	$5,450.00 *
12/12/2022	Sale of Vehicle	$10,000.00 *
12/29/2022	Sale of Vehicle	$5,000.00 *
1/6/2023	Sale of Vehicles	$50,000.00 *
1/7/2023	Check payable to decedent	$101.26 *
4/8/2023	Check payable to decedent	$125.94 *
TOTAL RECEIPTS		**$170,695.37**

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
4/13/2022	Harland Clarke Check Order	$23.15 *
4/21/2022	Blue Ridge Partners dba Dyer Insurance for Paul D. Thompson dba Thompson Wrecker - Worker's Comp	$4,463.94 *
4/21/2022	Amos Carvelli Funeral Home	$4,191.30 *
4/21/2022	US Cellular for Yoder's Phone	$957.53 *
4/21/2022	US Cellular Ipad	$607.20 *
4/21/2022	US Cellular Ipad	$395.20 *
4/25/2022	ADJ Debit missing MICR on check	$197.75 *
4/25/2022	Janie Thompson reimbursement for US Cellular payment for 669-1660 & 669-2725 ($957.33) and Emma Thompson's tuition ($704.02)	$1,661.55 *
4/26/2022	Enterprise Rent-A-Car reimbursement for overcharge by Bryan Thompson Case No. 22-0377-MC:FC	$450.00 *
4/26/2022	Interstate Batteries #1770	$242.90 *
4/26/2022	Steptoe & Johnson - legal services (Retainer)	$1,000.00 *
4/26/2022	Wex Bank - Fuel Acct 1960-01-122-652-1	$1,191.26 *
4/26/2022	Chase Bank to payoff Michael Yoder's devised residence	$2,240.29 *
4/26/2022	WV Public Service Commission USDOT # 1232110	$325.50 *
4/28/2022	Clarksburg Water Board for Winding Way property	$70.43 *
4/28/2022	Charlie Thompson Employee Pay Ending 4/22/22	$500.00 *
4/28/2022	Charlie Thompson Executor Expenses - receipts avalable	$417.14 *
4/29/2022	Exxon	$65.33 *
5/2/2022	Waste Management	$62.67 *
5/2/2022	West Field Insurance on Monticello property	$916.84 *
5/6/2022	Fischer Auto	$1,007.57 *
5/6/2022	Wex Bank	$762.44 *
5/6/2022	West Field Insurance on Monticello property	$3,211.53 *
5/11/2022	JNB Services LLC * Sale of Preston Co., WV property transaction unwound	$39,000.00 *
5/11/2022	Steptoe & Johnson - legal services	$2,724.75 *
5/13/2023	Marsh Lumber - Locks for Winding Way property	$110.95 *
5/19/2022	Charlie Thompson - Fuel for Wreckers	$120.00 *
5/22/2022	Clarksburg Water Board for Winding Way property	$58.30 *
5/24/2022	US Bank National Association #CL16725915	$618.81 *
5/26/2023	Henry Lawn Care - Winding Way property	$230.00 *
5/27/2022	Rodeheaver Group CPA - Tax preparation	$725.00 *
5/27/2022	IRS	$1,571.00 *
5/27/2022	Nationwide Insurance - (Edge -Shawn Thompson in possession & Traverse - Repossessed)	$490.68 *
6/4/2022	US Bank National Association #CL16725915	$60.75 *
6/7/2022	Frontier Communication	$275.93 *
6/7/2022	Frontier Communication	$343.97 *
6/7/2022	Clarksburg Water Board for Monticello property	$111.77 *
6/14/2022	Janie Thompson reimbursement for US Cellular payment	$407.32 *
6/22/2022	Neal Appraisal Services	$750.00 *
6/22/2022	City of Clarksburg Municipal License	$20.00 *
6/22/2022	City of Clarksburg Fire Service Fee	$36.91 *

6/22/2022	Waste Management	$123.39 *
6/22/2022	Dominion Resources ARC - Winding Way property	$154.45 *
7/13/2022	West Field Insurance on Monticello property	$567.19 *
7/13/2022	Rodeheaver Group CPA - Tax preparation Invoice No. 135-761	$247.50 *
7/13/2022	City of Clarksburg	$28.13 *
7/13/2022	Waste Management - Acct No. 34079892007	$246.78 *
7/28/2022	Dominion Resources ARC - Winding Way property	$51.82 *
7/31/2022	Bank Maintenance Fee	$5.00 *
8/5/2022	Grundy Insurance Philadelphia Insurance Classic Cars Policy	$441.42 *
8/11/2022	Charge Back State Farm Insurance	$682.82 *
8/11/2022	Charge Back Fee	$12.00 *
8/11/2022	Harrison County Treasurer & Sheriff 2021 Real Estate Tax on Station (for use of property)	$1,515.78 *
8/12/2022	Harrison County Treasurer & Sheriff 2021 Real Estate Tax Monticello property	$2,160.23 *
8/25/2022	Nationwide Insurance - (Edge -Shawn Thompson in possession & Traverse - Repossessed)	$390.45 *
8/31/2022	Bank Maintenance Fee	$5.00 *
9/21/2022	Byard Mercer Pharmacy	$67.68 *
9/22/2022	Byard Mercer Pharmacy	$315.95 *
9/30/2022	Bank Maintenance Fee	$5.00 *
10/4/2022	Blue Ridge Partners dba Dyer Insurance for Paul D. Thompson dba Thompson Wrecker - Worker's Comp	$1,148.22 *
10/4/2022	Dominion Resources ARC - Winding Way property	$50.43 *
10/14/2022	Steptoe & Johnson - legal services	$10,000.00 *
10/17/2022	Steptoe & Johnson - legal services	$5,000.00 *
10/25/2022	IPFS Corporation Insurance for Monticello property	$334.73 *
10/31/2022	Bank Maintenance Fee	$5.00 *
10/31/2022	Dominion Resources ARC - Winding Way property	$24.15 *
11/19/2022	IPFS Corporation Insurance for Monticello property	$334.73 *
11/30/2022	Bank Maintenance Fee	$5.00 *
12/5/2022	Clarksburg Water Board for Winding Way property	$120.95 *
12/5/2022	Dominion Resources ARC - Winding Way property	$28.09 *
12/9/2022	Steptoe & Johnson - legal services	$5,000.00 *
12/26/2022	IPFS Corporation Insurance for Monticello property	$334.73 *
12/28/2022	Steptoe & Johnson - legal services	$5,000.00 *
12/31/2022	Bank Maintenance Fee	$5.00 *
1/3/2022	Dominion Resources ARC - Winding Way property	$176.19 *
1/9/2022	Homesite Premimum Insurance - Winding Way property	$116.12 *
1/9/2023	Steptoe & Johnson - legal services	$5,000.00 *
1/13/2023	Homesite Premimum Insurance - Winding Way property	$62.46 *
1/18/2023	Harland Clarke Check Order	$24.00 *
1/20/2023	Clarksburg Water Board - Winding Way property	$127.72 *
1/20/2023	City of Clarksburg for Station (for use of property)	$287.11 *
1/20/2023	City of Clarksburg for Monticello property	$61.88 *
1/23/2023	IPFS Corporation Insurance for Monticello property	$334.73 *
1/23/2023	Steptoe & Johnson - legal services	$5,000.00 *
1/25/2023	Dominion Resources ARC - Winding Way property	$232.48 *

1/31/2023	Bank Maintenance Fee	$5.00 *
2/7/2023	City of Clarksburg Fire Service Fee for Monticello property	$85.50 *
2/7/2023	City of Clarksburg Fire Service Fee for Winding Way	$28.13 *
2/13/2023	Steptoe & Johnson - legal services	$17,144.75 *
2/14/2023	Harrison County Treasurer & Sheriff for personal property 2022	$422.42 *
2/14/2023	Harrison County Treasurer & Sheriff for personal property 2022	$1,567.96 *
2/14/2023	Harrison County Treasurer & Sheriff for Monticello and Winding Way properties, & O/G int real estate taxes 2022	$3,509.29 *
2/18/2023	IPFS Corporation Insurance for Monticello property	$334.11 *
2/22/2023	Preston County Treasurer & Sheriff real estate tax 2022	$431.43
2/22/2023	Dominion Resources ARC - Winding Way property	$165.83 *
2/28/2023	Bank Maintenance Fee	$5.00 *
3/1/2023	Aegis General Insurance - Winding Way property	$65.46 *
3/6/2023	City of Clarksburg Fire Service Fee	$28.13 *
3/10/2023	IRS	$7.80 *
3/20/2023	IPFS Corporation Insurance for Monticello property	$335.35 *
3/21/2023	Harrison County Treasurer & Sheriff for Froe property real estate tax 2022	$1,499.39 *
3/21/2023	Dominion Resources ARC - Winding Way property	$113.97 *
3/25/2023	US Bank National Association #CL16725915	$1,000.00 *
3/27/2023	Aegis General Insurance - Winding Way property	$65.46
3/27/2023	City of Clarksburg - building permit to repair siding on Winding Way propert	$37.00
3/27/2023	Dominion Resources ARC - Winding Way property	$183.03
3/31/2023	Bank Maintenance Fee	$5.00
4/7/2023	City of Clarksburg Fire Service Fee for Winding Way	$28.13
4/7/2023	Steptoe & Johnson - legal services	$8,365.68
4/7/2023	DMV for replacement vehicle title	$15.00
4/7/2023	Siding repair Winding Way property to maintain hazard insurance	$1,800.00
4/11/2023	Rodeheaver Group CPA - Tax preparation	$695.00
4/12/2023	IRS	$1,907.00
TOTAL DISBURSEMENTS:		**-$158,302.79**

DISTRIBUTION: Real Estate	
Bryan Thompson -Ridenour St. and Shawn Thompson - Green St.	**$109,300.00**
1 LOT PT #21, SR CO 1st ADD, Tax Map 3, Parcel 231	
Clark-Clarksburg District, Harrison County (133 Green St. & 133 Ridenour St.)	
Michael Yoders	**$104,500.00**
2.95 AS Liberty (1995 26x68 D-Wide MHome), Tax Map 286, Parcel 36	
Coal-Outside District, Harrison County (217 Froe St.)	
Bryan Thompson, Shawn Thompson, and Michael Yoders	**$416.67**
Tax Ticket No. 73865, Tax Map 9999 0689 0698 0000	
INT 45.35 AC Leased O&G West Fork Antero #5631	
TOTAL DISTRIBUTION:	**$214,216.67**

SUMMARY OF RECEIPTS & DISBURSEMENTS FROM 03/12/2022 TO 04/12/2023		
	Receipts Since Qualification	$170,695.37
	Disbursements	-$158,302.79
		$12,392.58

SUMMARY OF ESTATE ACCOUNT AS OF April 12, 2023:		
	Estate Checking Account as of March 31, 2023	$25,362.94
	April Distributions	$13,096.30
	April Receipts	$125.94
	Total Estate Account Funds as of April 12, 2023	**$12,392.58**

SUMMARY OF ASSETS AS OF April 12, 2023:		
	Total Adjusted Appraisement Value	$680,889.33
	Disbursements	$158,320.79
	Distributions	$214,216.67
	Estate Account Balance	$12,392.58
	Total Remaining Assets	**$320,744.45**

SUMMARY OF OUTSTANDING DEBTS AS OF April 12,2003:			
	Attorney Fees	Continuing expenditures	$19,901.20
Claim	First National Bank of Omaha		$629.72
Claim	Clarksburg Federal Credit Union		$13,176.03
Claim	Capital One		$3,982.34
Unsecured	Yellow Pages as p/o EZToUse.com		$13.81
Unsecured	EZToUse.com		$2,240.00
Unsecured	Frontier		$250.74
Unsecured	Frontier		$253.21
Unsecured	Bank of America Account #6606		$369.87
Unsecured	U.S. Cellular		$554.68
Unsecured	Sherwin Williams		$95.50
Unsecured	Nationwide Insurance		$434.20
Unsecured	Waste Management		$46.85
Unsecured	Maintenance and utilities for Monticello and Winding Way properties during litgation estimated to be $400 per month		$400.00
Partly Secured	Home Federal Credit Union - $2,661.49 pledged		$4,049.00
			$46,397.15

AFFIDAVIT:

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Charles Thompson, Executor of the Estate of Paul Daniel Thompson,deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 12th day of April 2023, is a true and correct Report of all Receipts, Disbursements, and Distributions made by me as Executor through the 12th day of April 2023.

Further affiant saith not.

Witness my signature this 14th day of April, 2023.

Charles Thompson, Executor

The foregoing instrument was acknowledged before me this 14th day of April, 2023.
My Commission expires: April 13, 2025

{affix notarial seal}

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Carmel C. Stuart
Steptoe & Johnson PLLC
400 White Oaks Boulevard
Bridgeport, WV 26330
My Commission Expires July 13, 2025

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, to-wit:

I, John R. Spires, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed

Given under my hand this _____ day of_____, 2023.

_____ By: _____

John R. Spires
Clerk of the Harrison County Commission

Estate: 10337

Your Commissioner certifies that pursuant to the requirements of the Code of West Virginia, as amended, The County Commission appointed the 6th day of November, 2022, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 7th and 14th days of September, 2022, the time so fixed being according to law; and that no claims had been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner, on the 11th day of July, 2022.

Your Commissioner certifies that the name of Charles E. Thompson, Executor of the Estate of Paul Daniel Thompson, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 3rd and 10th days of May, 2023, in the Clarksburg Exponent-Telegram as required by law.

Whereupon your Commissioner proceeded to make up this report, in manner and form as prescribed by the Code of West Virginia, and the foregoing constitutes the findings of your Commissioner and the Report and First Settlement of the accounts of said fiduciary; that the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; that ten (10) days having elapsed since said notice was given, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this the 24TH day of May, 2023.

/s/ Norman T. Farley /sm

Norman T. Farley, Fiduciary Commissioner

B-5

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

JON T. CAPICOLA, EXECUTOR OF THE ESTATE

OF

///

REPORT OF CLAIMS AND FINAL SETTLEMENT

LOIS E. WEBB, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims and Final Settlement of the accounts of **Jon T. Capicola, Executor of the Estate of Lois E. Webb,** was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

SEE ATTACHED REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT

Your Commissioner certifies that pursuant to the requirements of West Virginia Code §44-2-2, as amended, he did appoint the **1st day of May, 2022,** at his law office in Bridgeport, as the time and place for the presentation of claims against said estate; that he gave notice thereof to the creditors and beneficiaries of said estate by publication in the Exponent-Telegram on the **2nd** and **9th** days of **March, 2023,** the time so fixed being according to law.

Your Commissioner certifies that the name of JON T. CAPICOLA, EXECUTOR, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the **3rd** and **10th** days of **May, 2023,** in the Exponent-Telegram, as required by West Virginia Code §44-4-9, as amended.

Your Commissioner further reports that said Executor qualified on the **4th** day of **November, 2021,** and at the end of business hours on the **1st day of May, 2023,** said proceedings were formally closed, and at the time of the closing of said hearing, no proofs of claim had been filed against said estate. On or about the **3rd** day of **April, 2023,** said Executor appeared before your Commissioner and exhibited a statement of all assets which she had received or become chargeable with or had disbursed from the date of her qualification down to and including the **3rd** day of **April, 2023.**

Whereupon, your Commissioner proceeded to make up this report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the

Report of Claims and Final Settlement of the accounts of said Executor. Your Commissioner further reports that notice of the completion of this report was given to all parties interested, or their attorneys, and the report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by West Virginia Code §44-4-15, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Your Commissioner further reports that there are no contingent or unliquidated claims or claims not matured against said estate and that no necessity exists to reserve any funds in the hands of said Executor to meet the same; and that said Executor has paid all administration expenses and other claims allowed against said estate and having fully completed and discharged his duties as such Executor, leaving nothing more for him to do, this report and settlement is also filed as a final settlement of the accounts of **Jon T. Capicola, Executor of the Estate of Lois E. Webb, deceased.**

Given under my hand this 25th day of May, 2023.

/s/ Norman T. Farley /nlsm
Norman T. Farley
Fiduciary Commissioner

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ESTATE OF LOIS E. WEBB, DECEASED

REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTIONS THROUGH NOVEMBER 11, 2022 AFFIDAVIT

Filed by Jon T. Capicola, Executor of the estate of Lois E. Webb, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source	Amount
11/19/2021	Deposit from Huntington Bank Checking Acct.	$135,185.97
11/30/2021	Deposit from Venerable Annuity #C153964-OX	$ 41,792.32
12/03/2021	Deposit from MetLife Annuity #550066702	$ 41,346.96
12/07/2021	Deposit from MetLife Group Life #00340020076	$ 23,011.03
12/13/2021	Deposit from Lincoln Annuity	$ 52,822.41
12/14/2021	Deposit from Metlife Total Control Account	$ 39,145.29
12/21/2021	Deposit from Metlife Total Control Account	$ 3.78
12/28/2021	Deposit from Great American Annuity #1196514312	$285,040.14
12/30/2021	Deposit from Arsenal Resources, LLC	$ 11.11
01/19/2022	Deposit from Synchrony Bank Money Mkt.	$ 51,507.27
02/28/2022	Deposit from Earnest money on sale of R/E	$ 1,000.00
04/18/2022	Deposit from Farmer's Insurance refund	$ 1,769.70
05/2/2022	Deposit from Dominion refund	$ 94.26
09/12/2022	Federal Income Tax Refund (Indiv. Refund)	$ 1,165.12
	TOTAL RECEIPTS	**$673,895.36**

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
11/29/2021	Jon T. Capicola (last pay plus reimbursement for 3 bills)	$ 821.49
11/19/2021	Huntington Bank for Estate checks	$ 36.16
11/29/2021	Citi credit card payoff	$ 206.39
11/29/2021	Jon T. Capicola (reimbursement for probate costs)	$ 67.50
11/30/2021	Frontier	$ 156.54
12/05/2021	Dominion	$ 124.00
12/05/2021	Mickey & Ruth Olds "paper carrier"	$ 50.00
12/06/2021	The Bridgeport Cemetery for "stone date"	$ 170.64
12/07/2021	MonPower	$ 28.56

12/07/2021	City of Bridgeport	$ 54.36
12/12/2021	MonPower	$ 77.00
12/14/2021	Spectrum	$ 339.34
12/15/2021	U.S. Cellular for final cell phone bill	$ 33.95
12/27/2021	City of Bridgeport	$ 37.50
12/29/2021	Frontier	$ 51.19
01/03/2022	City of Bridgeport	$ 59.80
01/03/2022	Spectrum	$ .14
01/04/2022	H.O.A. for yearly dues	$ 500.00
01/05/2022	Exponent Telegram	$ 79.03
01/06/2022	Dominion	$ 88.91
01/08/2022	MonPower	$ 61.16
01/11/2022	Metropolitan Life Insurance	$ 469.45
01/13/2022	Waste Management	$ 64.03
01/15/2022	MonPower	$ 77.00
01/18/2022	Crites Electric for balance of generator debt (except $10.00)	$4,103.45
01/18/2022	Medical Alert	$ 119.85
01/24/2022	Crites Electric for balance of generator debt	$ 10.00
02/01/2022	Frontier	$ 50.67
02/03/2022	City of Bridgeport	$ 53.81
02/05/2022	MonPower	$ 55.62
02/05/2022	Spectrum	$ 168.69
02/11/2022	Dominion Energy	$ 141.53
02/14/2022	Batcheller Construction, LLC for garbage haul	$ 844.97
02/16/2022	Radiological Physician Associates	$ 49.00
02/25/2022	The Clean Team for house cleaning	$ 984.70
02/28/2022	Stanley Steemer	$ 440.84
03/04/2022	Batcheller Construction, LLC for basement material	$ 374.71
03/06/2022	MonPower	$ 33.66
03/06/2022	City of Bridgeport for water & sewer	$ 49.47
03/08/2022	Batcheller Construction, LLC for room remodel	$2,500.00
03/13/2022	MonPower	$ 77.00
03/13/2022	Dominion Energy	$ 115.67
04/04/2022	City of Bridgeport for fire fee	$ 41.25
04/04/2022	City of Bridgeport for water & sewer final bill	$ 59.80
04/05/2022	Dominion Energy	$ 94.26
04/05/2022	MonPower	$ 34.67
04/16/2022	Dominion Energy final bill	$ 110.91
04/16/2022	MonPower final bill	$ 77.00
05/01/2022	City of Bridgeport	$ 48.92
05/27/2022	The Rodeheaver Group, P.C. (Final Personal Inc. Tax Prep)	$ 401.56
05/29/22	Childers Financial Services	$ 2,500.00
11/__/2022	Steele McMunn, PLLC – Administrative expense	$ 6,500.00
11/__/2022	The Rodeheaver Group, P.C. (K-1 Prep and Estate Return)	$ 1,450.00
11/__/2022	Jon T. Capicola– Executor Fee	$32,154.60

TOTAL DISBURSEMENTS: $57,300.75

DISTRIBUTION:

Name	Relationship	Share	Amount
Deloris A. Luckey	None	4/19 or .21052632	$129,809.39
James H. Lyon	Cousin	2/19 or .10526316	$64,904.69
Margaret I. Olson	Cousin	2/19 or .10526316	$64,904.69
Cheryl E. Lyon	Cousin	1/19 or .05263158	$32,452.35
Crystal A. Stevens	None	1/19 or .05263158	$32,452.35
Michelle Oldroyd Robey	Cousin	1/19 or .05263158	$32,452.35
Jon T. Capicola	None	1/19 or .05263158	$32,452.35
Humane Society of Harrison County	None	2/19 or .10526316	$64,904.69
Janet E. Wendt	Niece	1/19 or .05263158	$32,452.35
Karen S. Carvelli	None	1/19 or .05263158	$32,452.35
Luana I. Capicola	None	1/19 or .05263158	$32,452.35
Jessica N. Capicola	None	1/19 or .05263158	$32,452.35
Estate of Sam L. Carvelli	None	1/19 or .05263158	$32,452.35

TOTAL DISTRIBUTION: $616,594.61

AFFIDAVIT

STATE OF WEST VIRGINIA (
) to-wit:
COUNTY OF HARRISON (

I, JON T. CAPICOLA, Executor of the Estate of LOIS E. WEBB, after being first duly sworn do aver and state as follows:

That the foregoing report is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Executor through the 11th day of November, 2022.

Jon T. Capicola, Executor of the
Estate of Lois E. Webb

STATE OF WEST VIRGINIA)
(to-wit:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this 23rd day of March, 2023, by Jon T. Capicola, Executor of the Estate of Lois E. Webb.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa A Stout
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires April 17, 2024

Notary Public

My commission expires:

April 17, 2024

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ESTATE OF LOIS E. WEBB, DECEASED

SUPPLEMENTAL REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTIONS FROM NOVEMBER 11, 2022 TO CLOSING OF ESTATE; AFFIDAVIT

Filed by Jon T. Capicola, Executor of the estate of Lois E. Webb, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source	Amount
11/15/22	Deposit by Executor of personal money to keep estate Account open following partial distribution	$ 100.60
12/06/2022	Federal Estate Income Tax Return Refund	$ 59,690.00
02/24/2023	WV Estate Income Tax Return Refund	$ 19,788.78
03/15/2023	State Income Tax Refund (Indiv. Refund)	$ 516.80
03/16/2023	Sale of fractional Mineral Interest	$ 350.00
In Escrow	Funds from sale of residence (Currently in Escrow)	$231,973.75
	TOTAL RECEIPTS:	**$312,419.93**

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
03/31/2023	Jon Capicola for reimbursement of 11/15/22 deposit	$ 100.00
	TOTAL DISBURSEMENTS	**$ 100.00**

DISTRIBUTION:

Name	Relationship	Share	Amount
Deloris A. Luckey	None	4/19 or .21052632	$ 65,751.58
James H. Lyon	Cousin	2/19 or .10526316	$ 32,875.78
Margaret I. Olson	Cousin	2/19 or .10526316	$ 32,875.78
Cheryl E. Lyon	Cousin	1/19 or .05263158	$ 16,437.89

Crystal A. Stevens	None	1/19 or .05263158	$ 16,437.89
Michelle Oldroyd Robey	Cousin	1/19 or .05263158	$ 16,437.89
Jon T. Capicola	None	1/19 or .05263158	$ 16,437.89
Humane Society of Harrison County	None	2/19 or .10526316	$ 32,875.78
Janet E. Wendt	Niece	1/19 or .05263158	$ 16,437.89
Karen S. Carvelli	None	1/19 or .05263158	$ 16,437.89
Luana I. Capicola	None	1/19 or .05263158	$ 16,437.89
Jessica N. Capicola	None	1/19 or .05263158	$ 16,437.89
Estate of Sam L. Carvelli	None	1/19 or .05263158	$ 16,437.89
		TOTAL DISTRIBUTION:	**$312,319.93**

AFFIDAVIT

STATE OF WEST VIRGINIA (
) to-wit:
COUNTY OF HARRISON (

I, JON T. CAPICOLA, Executor of the Estate of LOIS E. WEBB, after being first duly sworn do aver and state as follows:

That the foregoing report is a true and correct Report of all Receipts, Disbursements and Distributions made (and to be made) by me as Executor.

Jon T. Capicola, Executor of the
Estate of Lois E. Webb

STATE OF WEST VIRGINIA)
(to-wit:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this 23rd day of March, 2023, by Jon T. Capicola, Executor of the Estate of Lois E. Webb.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lisa A Stout
Steele McMunn, PLLC
347 Washington Avenue
Clarksburg, WV 26301
My Commission Expires April 17, 2024

Lisa A. Stout
Notary Public

My commission expires:

April 17, 2024

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

June Eschenmann
Deputy Clerk

B-6

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

LINDSAY S. BOWMAN, EXECUTRIX OF THE ESTATE

OF **///** **REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT,**

KAREN ANNETTE PHELAN, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Karen Annette Phelan,** deceased.

Your Commissioner who has before him the Waiver of Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries and distributees of the **Estate of Karen Annette Phelan,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That said estate was referred to Norman T. Farley, Fiduciary Commissioner, on the **29th day of December, 2022; t**hat your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission, and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code as amended, the **11th day of April, 2023,** was appointed by your Commissioner as the day to receive on or before that date proofs of claim against said estate at his law office located at 917 W. Main Street, Bridgeport, West Virginia, 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **8th and 15th days of February, 2023**; and,

That there are no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no necessity exists to reserve any funds in the hands of the personal representative to meet the same; and;

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Waiver of Settlement duly executed by the personal representative and all heirs, beneficiaries and distributees of the **Estate of Karen Annette Phelan,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **3rd and 10th days of May, 2023,** in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication your Commissioner proceeded to make this final report for the settlement of the accounts of said personal representative.

This Report and attached Waiver of Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Lindsay S. Bowman, Executrix of the Estate of Karen Annette Phelan, deceased.**

GIVEN under my hand this 24TH day of May, 2023.

/s/ Norman T. Farley /nlsm
Norman T. Farley, Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,LINDSAY S BOWMAN, personal representative(s) in the estate of KAREN ANNETTE PHELAN after being first duly swo n do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filin g of claims against the estate has expired;

4. No known unpaic claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

LINDSAY S BOWMAN (L.S.)
EXECUTRIX

STATE OF WV COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 13th day of April, 2023.

My Commission expires: 8/11/2023

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
JAMES J MAZZIE
1650 North 22nd Street
Clarksburg WV 26301
My Commission Expires August 11, 2023

James J Mazzie
Notary Public

LINDSAY S BOWMAN (L.S.)
NIECE

STATE OF WV COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 13th day of April, 2023.

My Commission expires: 8/11/2023

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
JAMES J MAZZIE
1650 North 22nd Street
Clarksburg WV 26301
My Commission Expires August 11, 2023

James J Mazzie
Notary Public

LAUREN S HUGHES (L.S.)
NIECE

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12th day of April, 2023.

My Commission expires: 8/11/2023

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
JAMES J MAZZIE
1650 North 22nd Street
Clarksburg WV 26301
My Commission Expires August 11, 2023

James J Mazzie
Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Casey Blake
Deputy Clerk

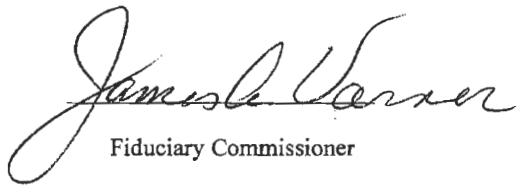
IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

MARK V. KUNTZ EXECUTOR/ADMINSTRATOR OF THE ESTATE OF SHIRLEY T. DOLAN	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Mark V. Kuntz, Executor/Administrator, and all known heirs and distributes of the estate of Shirley T. Dolan, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this _____ day of _____2023.



Fiduciary Commissioner

B-7

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN THE MATTER OF SHIRLEY T. DOLAN, DECEASED

WAIVER OF FINAL SETTLEMENT IN THE ESTATE OF SHIRLEY T. DOLAN ESTATE

WHEREAS, Chapter 44, Article 2, Section 29 of the West Virginia Code, provides that a final settlement may be waived by a waiver which is signed by the personal representative and the beneficiaries, except those receiving cash or tangible personal property, of the Estate of Shirley T. Dolan (the "Estate"); and

WHEREAS, Shirley T. Dolan (the "Decedent") died testate on August 23, 2020, a resident of Harrison County, West Virginia; and

WHEREAS, the Decedent's Last Will and Testament, dated October 21, 2019, was recorded in the Office of the Clerk of the County Commission of Harrison County in Will Book 202, at page 213 (the "Will") on August 31, 2020; and

WHEREAS, Mark V. Kuntz was appointed as Executor of the Estate; and

WHEREAS, the Decedent, by her Will, gave, devised, and bequeathed all the rest, residue and remainder of her estate Melinda T. Hodges and Jeffrey H. Taylor; and

WHEREAS, the above-mentioned residuary beneficiaries have been given a report of the Estate's checking account and bank statements to date to review and have no questions regarding such; and

WHEREAS, the above-mentioned residuary beneficiaries all acknowledge that by finalizing the Estate in this year, they will each pay income tax on the Estate's income earned in 2022 and each will receive a K-1 with his or her proportionate share of the federal and state income in February 2023; and

WHEREAS, the above-mentioned Executor and residuary beneficiaries, pursuant to Chapter 44, Article 2, Section 29 of the West Virginia Code, hereby waive an Accounting and Final Settlement of the Estate.

NOW, THEREFORE, after being first duly sworn, the affiants depose and say that: the time for filing of claims under Chapter 44, Article 2 of the West Virginia Code has expired; that there are no known and unpaid claims against the Estate of Shirley T. Dolan; that Mark V. Kuntz is the Executor of the Estate of Shirley T. Dolan; that the residuary beneficiaries of the Estate of Shirley T. Dolan are Melinda T. Hodges AND Jeffrey H. Taylor, whose signatures appear below and who have been advised that they are the only beneficiaries of the Estate of Shirley T. Dolan; and that an Accounting and Final Settlement of the Estate of Shirley T. Dolan is hereby waived.

ESTATE OF SHIRLEY T. DOLAN

By: Mark V Kuntz
Mark V. Kuntz, Executor

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

The foregoing Waiver of Final Settlement was acknowledged before me this 29th day of March, 2023, by Mark V. Kuntz, as Executor of the Estate of Shirley T. Dolan.

My Commission Expires: June 17, 2025.

D. C. Franz
Notary Public

Notarial Seal
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Devin C. Franz
6 Glenview Dr.
Bridgeport, WV 26330
My Commission Expires June 17, 2025

BENEFICIARY:

MELINDA T. HODGES

STATE OF Arkansas,

COUNTY OF Garland, to-wit: Melinda T. Hodges

The foregoing Waiver of Final Settlement was acknowledged before me this 12th day of January, 2023, by Melinda T. Hodges, as Beneficiary of the Estate of Shirley T. Dolan.

My Commission Expires: 05/26/2025.

Vicki Weatherford
Notary Public

[Notarial Seal]

NOTARY PUBLIC - ARKANSAS
VICKI L. WEATHERFORD
NOTARY #12694790
COMM. EXP. 05-26-2025
GARLAND COUNTY

BENEFICIARY:

JEFFREY H. TAYLOR

STATE OF Texas,

COUNTY OF Denton, to-wit:

The foregoing Waiver of Final Settlement was acknowledged before me this 12 day of January, 2023, by Jeffrey H. Taylor, as Beneficiary of the Estate of Shirley T. Dolan.

My Commission Expires: 10/19/2025.

Notary Public

[Notarial Seal]

AMBER STARNES
Notary Public, State of Texas
Comm. Expires 10-19-2025
Notary ID 133401843

United States of America

State of West Virginia



County of Harrison, ss:

Affidavit and Waiver of Final Settlement Notice

This day MARK V KUNTZ reported to the Court a Affidavit and Waiver of Final Settlement for the estate of SHIRLEY VIRGINIA TAYLOR DOLAN, which Affidavit and Waiver of Final Settlement was filed in the office of the Clerk of the Harrison County Commission on the 5th day of May, 2023 and said estate was published in The Clarksburg Exponent-Telegram on the 6th day of January 2021 and was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed. The said Fiduciary is hereby relieved of further duties, the surety on his/her bond is hereby released therefore, the estate is considered closed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Affidavit and Waiver of Final Settlement, together with the Publishers Certificate's was this day admitted to record therein.

Given under my hand on this the _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

B-8

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

HARRY L. GREEN III EXECUTOR/ADMINSTRATOR OF THE ESTATE OF JONNIE MAE GREEN	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Harry L. Green III, Executor/Administrator, and all known heirs and distributes of the estate of Jonnie Mae Green, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this _____ day of _____2023.

James A. Varner

Fiduciary Commissioner

United States of America

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

Affidavit and Waiver of Final Settlement

I,HARRY L GREEN III, personal representative(s) in the estate of JONNIE MAE GREEN after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

HARRY L GREEN III _____ (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 24 day of March, 2023.

My Commission expires: October 7, 2025 Davina Signorelli
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Davina Signorelli
Tetrick & Bartlett, PLLC
122 N. Oak St.
Clarksburg WV 26301
My Commission Expires October 7, 2025

HARRY L GREEN III _____ (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 24 day of March, 2023.

My Commission expires: October 7, 2025 Davina Signorelli
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Davina Signorelli
Tetrick & Bartlett, PLLC
122 N. Oak St.
Clarksburg WV 26301
My Commission Expires October 7, 2025

KAREN G WATSON Karen G. Watson (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 18 day of April, 2023.

My Commission expires: October 7, 2025 Davina Signorelli
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Davina Signorelli
Tetrick & Bartlett, PLLC
122 N. Oak St.
Clarksburg WV 26301
My Commission Expires October 7, 2025

MARGARET L GREEN Margaret L Green (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11 day of April, 2023.

My Commission expires: October 31, 2023 Beverly A. Huffman
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
BEVERLY L HUFFMAN
725 Worthington Drive
Bridgeport WV 26330
My Commission Expires October 31, 2023

JONNIE MAE GREEN REVOCABLE TRUST — Trustee (L.S.)
BENEFICIARY

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23 day of March, 2023.

My Commission expires: October 31, 2023 Beverly A. Huffman
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
BEVERLY L HUFFMAN
725 Worthington Drive
Bridgeport WV 26330
My Commission Expires October 31, 2023

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

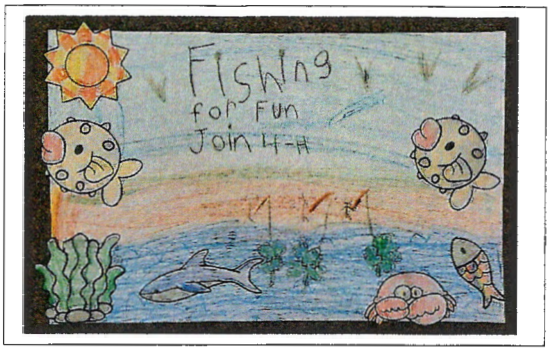
By _____
Casey Blake
Deputy Clerk

C-1

Harrison County 4-H Leaders Association
c/o 1117 Good Hope Pike
Clarksburg, WV 26301

May 19, 2023

Harrison County Commission
Susan Thomas, President
David Hinkle
Patsy Trecost
301 W. Main Street, Suite 504
Clarksburg, WV 26301



WINNING POSTER
Junior Level: Healthy Living

Dear Commissioners:

Volunteer leaders from the Harrison County 4-H Leaders' Association are proud to share with you the activities and accomplishments of our 4-H youth so far in the 2022-2023 club year. Right now, they're looking forward to summer camp which is scheduled for the week of June 25 at Jackson's Mill. In addition, Cloverbud Day Camp will be held at Veterans Memorial Park the week of July 24. Below are highlights of activities, events, fund raising and achievements in which our 4-H'ers were engaged.

Community service projects:

- Made 100+ "Thank You" cards for Veterans at the VA Hospital
- Promoted healthy food
- Collected/donated non-perishable foods for The Lord's Pantry
- Participated in United Way's West Milford community clean-up day
- Painted 400 bowls and made available at Empty Bowls event, earning over $6,000 donated to The Mustard Seed and Clarksburg Mission
- Prepared dinner for The Mustard Seed and Clarksburg Mission representatives
- Donated canned food to food pantries
- Distributed bags of food to each person served through Friends Feeding Friends
- Christmas caroling to community elderly
- Joined Lions Club Adopt-A-Highway clean-up day
- Wrapped Christmas gifts on behalf of United Way at Meadowbrook Mall
- Made 'kindness' cards for Maplewood residents
- 4-H member led her entire high school in a 4-H service project to prepare 300 Brown Bag on-the-go lunches for Veterans

Examples of out-of-club activities/events:

- Travel Club trips to Seneca State Park, Cranberry Glades, Green Bank Observatory
- Attended "Ultimate Sports" training at Jackson's Mill
- Participated in annual Shinnston Turkey Trot which sponsors 4-H camp scholarships
- Presented at Livestock Show and Sale
- Attended Teen Leader Weekend workshops

4-H Promotions

- Distributed 4-H materials, demonstrated STEM kits, and exhibited healthy living practices during Clarksburg WinterFest

- Displayed project books, exhibits, and posters during National 4-H Week/4-H Month at Harrison-Clarksburg Public Library
- Participated in Veterans Day parade
- 4-H banners displayed in downtown Clarksburg for National 4-H Week/4-H month
- Represented 4-H at annual Family Day at Meadowbrook Mall

Club fund raisers for summer camp

- Zumbathon
- Bake sales
- Spaghetti dinners
- Flea market
- Hunter's feed
- 'Flocking' yards with flamingos

Awards/Recognition

- State 4-H Teen Council appointed two Harrison County 4-H'ers [1]
- Received National 4-H Week/4-H Month proclamation from Harrison County Commission
- Recognized nationally for promoting healthy living – Shooting Sports Club
- Sent eight winning county 4-H posters to State level
- Recognized individual 4-H youth for blue ribbon projects displayed at WV State Fair

Thank you for your continuing support for the Harrison County 4-H program.

Regards,

April Mitchell, President
Brittany Stire, Vice-President
Tara Sutton, Secretary
Brandy Stire, Treasurer





4-H'er engaged her entire high school for a community service project: Brown Bag on-the-go lunches for Veterans.

/ddean

[1] "...an advisory group for the West Virginia 4-H program. Members of the TC are ambassadors for the 4-H program who help promote 4-H, plan teen led 4-H activities, and provide leadership on a variety of state 4-H events." 4-H Teen Council | Extension | West Virginia University (wvu.edu); 05/08/2023.



4-H'ers volunteer for United Way's West Milford community clean up.





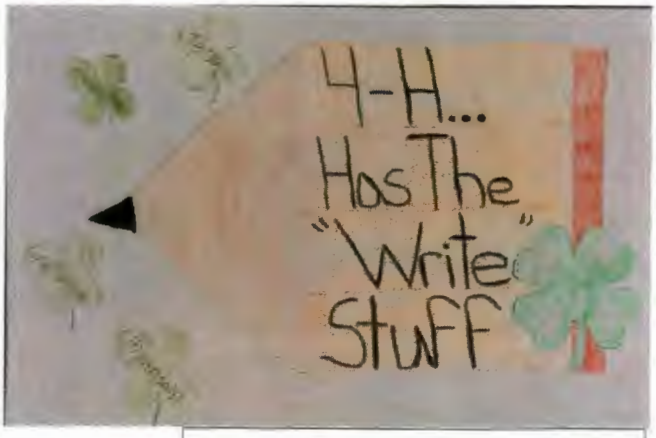
Family Day at Meadowbrook Mall.



Created 100+ original "Thank You" greeting cards for patients at the Clarksburg Veterans Administration Medical Center.



WINNING POSTER – Senior Level: 4-H Promotion, Club & Special Interest Programs - Shooting



WINNING POSTER – Senior Level: 4-H Promotion, General.

Empty Bowls fund-raiser wrap-up: Donations to the Clarksburg Mission and The Mustard Seed.





National 4-H Week/4-H Month: Downtown Clarksburg and Harrison-Clarksburg Public Library.









Special Interest (SPIN) Club



Working in a team setting, 4-H'ers learn how to prepare, cook, and serve meals.









C-2

Greater Harrison County
Public Service District

PO Box 190
West Milford, WV
26451

Phone: 304-745-3463
Fax: 304-745-5327

www.greaterharrison.com

At the regular meeting of Greater Harrison County PSD held on Thursday April 20, 2023, Chairman James Scudere, Treasurer Ruth Ann Messenger, Secretary Mark Leonard, Members Thomas Michael and Gary Auvil were present. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering, Sam Harrold of Mountain State Law and Jason Graser .

1. Minutes and/or Amended Minutes of Previous Meeting: Leonard moved to approve as presented. Board concurred.
2. Public Comment Period: Jason Graser with Edward Jones in Fairmont, WV. Presented information on long term Investment funds and retirement accounts.
3. Patrick Lesmann – P&B Services provided by Bill Hoover
   General update – All operating well. Still have a few issues at Boothsville Plant. Woodstock Heights waiting on DEP. Sludge Removal got delayed by four days due to accident. Expect them to finish Friday and depart on Tuesday.
4. Zack Dobbins – Bennett and Dobbins
   4.1. Budgets presented for approvals. Explanations verbally provided for all. Scudere moved to approve water and sewer budgets. Board concurred.
   4.2. Resolution #2 for the lagoon/sludge project. Leonard moved to approve Resolution #2 as presented. Board concurred.
5. Finance Report provided by Ruth Ann Messenger
   Scudere moved to approve financial transactions. Board concurred. Zack provided detail on monthly expenses.
6. Thrasher Group, Inc.
   6.1 Sewer
   6.1.a Phase II
   - Continue to help where needed and provide information.

   6.1.b Enterprise Project
   - The contractor has been doing some final clean up and complaints.
   - Change order presented based on taps needed and/or moved. No additional days added to contract. Michael moved to approve as presented. Board concurred.
   - Bill added that there is work to be done on the customer count and billable customers.

   6.1.c Sludge Removal Project
   - Contractor wrecked barge. No damage to liner occurred and no leakage in pond. A construction meeting is scheduled for today.

   6.1.d Quiet Dell
   - Started cameraing private home owners and had I&I Crew inspecting, marked laterals/working on mapping. Facility plan sent to DEP. Working on Army Corp with stream crossings permits. Mr. Jacobs agreed to current location but no signing yet.

   6.1.e Woodstock Heights Sanitary Sewer Extension Project
   - DOH is good, returned DEP questions and waiting on final approval.

   6.1.f 10-year plan Sewer
   - Small survey work done on new Dollar General in West Milford, will involve rerouting sewer lines.

   6.1.g River Crossings
   - Zack submitted the Governors contingency grant. If directional drilled it will not disturb waterway.

6.2 Water

6.2.a Steven's Run

- Project is complete and generator is in service as well. There was a leak discovered and resolved. There will be a change order next month. There is one new construction complaint we will work on, others have been resolved.

6.2.b Overall Water Project

- Coon's Run is pretty well designed. We met with Tom Chickerell and reviewed a few areas. Working on Brushy Fork now with relaying entire line. We have paused on Hasting Run and Duck Creek to determine the interest in those areas. Funding agencies normally require 80% of customers wanting the service. All of Zacks Run is laid out.

6.2.c 10-year plan Water

- Nothing new to report or update at this time.

7. Bill Hoover – General Manager

7.1 Water

7.1.a Water loss overall 36%, VGH 20%, LCMC 51%, QD 23% and Coon's Run 23% overall

7.1.b . Included leak detection sheet for LCMC which will also be provided to the county. Night time leak detection we try to isolate to section and then sound areas needed. Steven's Run was leaking 3200 gallons per day.

7.1.c We will begin TTHM and HAA5 will begin sampling in May. We are going to get summer help to start evaluating the meter wells. We are starting in LCMC. They all have to be reported by October of 2025. At Locust Heights booster station, we still cannot record the suction pressure on telemetry.

7.2 Sewer

7.2.a General Update – Zack already mentioned pumps have been excessive this year. We need a dedicated employee to check lift and grinder stations. We do not have enough staff to check these stations going clear to Enterprise. Manholes are beginning to be an issue again; the West Milford area seems to be the worst. The bar screen is still supposed to be here in May.

7.3 Good of the District

7.3.a General Update –Robert Martinez not present to discuss property. The Lease agreement DNR boat ramp was presented to Sam Harold for review.

8. Sam Harold – Mountain State Law

- The Hampton Meadows deed was received back, we now own by the pump station.
- Michael motioned for executive session. Board concurred.
- Michael motioned to dismiss executive session. Board concurred.

Michael moved to adjourn meeting. Board concurred.

Chairman James Scudere

Treasurer Ruth Ann Messenger

Secretary Mark Leonard

Member Thomas Michael

Member Gary Auvil

"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-3

LEAK DETECTION for Lost Creek/Mount Clare
APRIL BILL CYCLE

DATE	ROUTE	DESC. AREA	LEAKS FOUND(S= service M=Main)	LEAK REPAIRED by	GPN LEAK/LEAKED		
4/10/2023	4	Daytime leak detection - Rocky Ledge/Route 270	S	4/11/2023	10,000 gallons		
4/13/2023	4	Daytime sounding - Route 270	M	4/14/2023	25,000 gallons		

Summary
2 Leaks Found
2 Leaks Repaired

C-4

EAST VIEW PUBLIC SERVICE DISTRICT
1655 PHILIPPI PIKE
CLARKSBURG, WV 26301

MEETING MINUTES

The regular meeting of the East View Public Service District was held on May 9, 2023 AT NOON.

Those in attendance: Dawn Hogue, Laura Guzzi, Robert Layton, Michael Blake, James Harbert, Thomas Bryant (via phone) William Hogue, Elizabeth Bryant, Thurman Shingleton & Jeff Hogue.

FINANCIAL:

WV Municipal Bond - $2838
USDA Rural Development Loan - $1081
Clarksburg Water Board - $2413.32
Clarksburg Sanitary Board - $4832.55
Payroll – $3450
CWCR Account - $598
HNB 2.5 % - $316
CWCR-S Account - $425
Advantage Computer - $375
Frontier - $81.36
Hope Gas - $188
Unifirst - $66.88
Bennett & Dobbin - $450
Tetrick & Bartlett - $530
Mon Power - $188.00
HNB - $68.80
Enterprise Sanitation - $43.27
Federal Deposit - $857.62 (Withholdings)
State of WV Deposit - $168 Withholdings)
The Town of Anmoore - $26.89
Miss Utility of WV - $10
USPS - $154.44
Misc - $202.94

New Business:

1. We are now ready to begun accepting electronic payments. We are set up with WVgopay@wvsto.com. Our Office Assistant, Laura Guzzi has set up a Website that will direct customers on payment information. We will take payments in office with no fee and take payments on line through the Website with a $1.20 convenience fee.

2. We have found air releases on the map for both systems. For the Lafayette system we have located two and are now functional. They have been cleaned out and repaired. We are still trying to locate one on the Powell system, in the area of Sunburst Drive. We discussed waiting on possibly getting Bertis McCarty to assist in locating that one.

3. Again we are continually going to monitor the slippages on Capitol and Hanover where our infrastructure is in jeopardy. Continue to monitor the sewer main that is somewhat exposed that is crossing the creek on the Powell system/Nutter Street side. Checking for anyone who has information on the slippage in the late 60's on Stonewood's side of the hill.

4. We are currently looking at a small truck/SUV. We have sent a letter requesting funding to the Harrison County Commission.

Old Business:

5. Discussed that we have started the process to begin accepting electronic payments. We are set up with WVgopay@wvsto.com,, however the process appears to be lengthy (Approximately, 4-6 weeks and was submitted February 28. We will have to set up a Website that will direct customers on payment information.

6. We are revisiting the installation of air releases on both systems. For the Lafayette system we are looking to locate one in the area of Gambler's Lane and the Powell system locate in the area of Sunburst Drive. We discussed waiting on better weather and availability of an excavator.

7. We are continually going to monitor the slippages on Capitol and Hanover where our infrastructure is in jeopardy. Continue to monitor the sewer main that is somewhat exposed that is crossing the creek on the Powell system side. Checking for anyone who has information on the slippage in the late 60's on Stonewood's side of the hill.

C-5

State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-8814

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

JOSEPH C. THORNTON
DIRECTOR

May 30, 2023

Harrison County Commission
301 West Main Street
Clarksburg, WV 26301

Dear Commissioners,

This letter is to supersede the budget reminder letter sent in October 2022 which stated the counties and municipalities will be paying a per diem rate of $54.48 beginning with the July 2023 billing cycle.

During the 2023 Regular Session of the Legislature, HB3552 was passed and subsequently approved by the Governor on March 29, 2023. This bill amended West Virginia Code §15A-3-16, relating to jail per diem costs. In subsection (k), it states the base rate per day, per inmate rate shall be set at $54.48. It also states a county will be billed based on a pro rata number of inmate days. That pro rata number of inmate days will be calculated by ***multiplying each county's population as contained in the 2020 United States Census by .52***.

Each county is responsible for the following regarding annual per diem jail costs:

- **80% of the current per diem rate for the first 80% of its pro rata share of total billed inmate days.** *This rate is determined to be $43.58.*
- **100% of the current per diem rate for its inmate days that are greater than 80% and up to 100% of its pro rata share of total billed inmate days.**
  This would be the base per diem rate of $54.48.
- **120% of the current per diem rate for its inmate days that exceed 100% of its pro rata share of total billed inmate days.** *This rate is determined to be $65.38.*

Based on the data from the US 2020 Census, 80% of your county's pro rata days is ... **27,423**

Based on the data from the US 2020 Census, 100% of your county's pro rata days is ... **34,279**

**Also, if you pay for a municipality's charges, you will be billed the municipality rate of $54.48.*

If you have any questions, please contact Angela Nitardy, Accounts Receivable Manager, at 304-352-0218 or by email at Angela.D.Nitardy@wv.gov.

Very respectfully,

Joseph C. Thornton