Wednesday, October 25, 2023
11:00 A.M.

The Harrison County General Service Building 229 South Third St. 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
11:05 A.M. --- Funding Request --- South Harrison FFA --- John Lockhart

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Monica Throckmorton --- New Hire --- Assessor's --- Effective 10-25-2023**
   - **B. Eugene S. Conaway --- Resignation --- Security --- Effective 10-13-2023**
   - **C. Jack Cann --- Resignation --- Parks & Recreation --- Effective 11-03-2023**
4. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Work Session --- 10-06-2023**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Enlarged Hepzibah PSD ARPA Funds (Requisition Included in Payables)**
   - **B. Vendor List of Payments**
6. **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**
7. **Review – Discuss – Consider A Resolution authorizing the acceptance of Grant Fund from the West Virginia Department of Health and Human Services under the Emergency Medical Services Salary Enhancement Fund**

8. Review – Discuss – Consider A Resolution Authorizing the application to the Youth Development Foundation to erect lighting at the Summit Park Softball Field
9. Review – Discuss – Consider Access and Remediation letter agreements
    A. Joseph E. Bishop
    B. Linda Griffin
    C. Danny Leary
    D. Vera E. Eubank
10. Review – Discuss – Fire Service Fees
11. Administrator's Report
12. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 10-11-2023 thru 10-17-2023
B. Monthly Fiduciary Commission Settlements: (NONE)
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. Bingamon PSD --- Meeting Minutes --- 09-18-2023
    2. Enlarged Hepzibah PSD --- Special Meeting Minutes --- 09-25-2023
    3. Enlarged Hepzibah PSD --- Meeting Minutes --- 09-11-2023
    4. Enlarged Hepzibah PSD --- Financials --- 09-2023
    5. Johnstown CEOS --- Final Report – Funding Request
    6. Greater Harrison PSD --- Agenda --- 10-19-2023
    7. Greater Harrison PSD --- Financials --- 09-2023
    8. Harrison County Extension Office --- Homespun Newsletter
    9. Greater Harrison PSD --- Meeting Minutes --- 08-17-2023
    10. Greater Harrison PSD --- Meeting Minutes ---09-21-2023

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

T-1. Thrasher being Engineer of record for the Rail Trail and the Agreement (03-22-2023)

T-2. Payment Application #23 --- Rycon Construction ---$275,000.00 (07-19-2023)

11:05 A.M
10-25-23

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: Oct. 17th 2023

Organization Name: South Harrison FFA

Name and Title of Requester: John Lockhart

Mailing Address of Organization and Responsible Person:
3073 Hawk Highway, Lost Creek, WV 26385
If approved this is where the check will be sent

Telephone: 304-326-7440 Fax: 745-4292 E-mail: JWlockhart@k12wvus

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

TOTAL Cost of Project/Activity: $ 5,000.00

Dollar Amount REQUESTED - Grant: $ 5000 Loan: $

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

Have you previously received funds from the Harrison County Commisson: (Y) N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2021 ; how much: $ 1,200.00
When: _____ ; how much: $
When: _____ ; how much: $

Purpose of request (one sentence): To send State winning team to National Contest

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

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

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

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

HARRISON COUNTY COMMISSION SPECIAL FUNDING REQUEST

(Name of Applicant) John Lockhart agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) John Lockhart, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) John Lockhart shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission Further, that (Name of Applicant) John Lockhart agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request" on page 3 of this application OR a detailed statement of revenues and expenditures

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant John W. Lockhart **Date** Oct 17 2023

For Official Use:

This funding request is APPROVED NOT APPROVED TABLED

Amount Approved $ _____ Paid Date _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
10/25/23		| | |-| | |-| | | | |

NAME	ADDRESS
Monica Throckmorton	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		406	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
X ☐ DEPARTMENT	Assessor's Office	
☐ JOB		
☐ SHIFT		
☐ RATE	START AT	
☐ ADDRESS/PHONE	H-1	
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robin M Lennon	DATE 10/18/23
HUMAN RESOURCES MANAGER Laura Pyle	DATE 10/18/2023

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Amsterdam®

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
10/13/2023		| | |-| | |-| | | | |

NAME	ADDRESS
Eugene Conaway	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security	On Call

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) Please remove from paycom, Mr. Conaway resigned as CSO

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert J. Mahony, Sheriff	DATE 10/13/2023
HUMAN RESOURCES MANAGER Jenna Tidd	DATE 10/20/2023

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3-C

HARRISON COUNTY PARKS & RECREATION
PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/3/2023		

NAME	ADDRESS
Jack Cann	on file

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		parks	

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

TYPE OF LEAVE _____

☐ OTHER (Explain) RESIGNATION - LAST DAY OF WORK 11/3/23

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Michael Bath	DATE 10/20/23
HUMAN RESOURCES MANAGER	DATE 10/20/2023

4-A

At the Work Session of the County Commission of Harrison County held on Friday October 6, 2023. Commissioners Susan Thomas and David Hinkle were present. Also present was John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Patsy Trecost II was absent. Commissioner Thomas dispensed with the Invocation and Pledge of Allegiance.

Review and discuss possible Tax District Options for proposed county development (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: Commissioner Hinkle motioned to go into executive session pursuant to what is on the agenda with Assessor Rocky Romano, School Board President Gary Hamrick, Sheriff, Trey Simmerman, Tom Aman, Amy Wilson and Laura Pysz-Laulis. Commission Concurred.

Commissioner Hinkle motioned to enter regular session. Commission concurred.

Commissioner Hinkle moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

ENLARGED HEPZIBAH PSD
IJDC Project #2019W-1819 // #2023W-2421
REQUISITION #10

5-A

Payee	IJDC Loan	Harrision County ARPA	IJDC Critical Needs Grant	Total
	$1,893,000.00	*$170,825.00*	*$125,000.00*	*$2,188,825.00*
Construction				$ 111,937.26
Contract 1 (Virco) (Pay App #8)	$ 110,431.26	$ -	$ 1,506.00	
Equipment (Excavator, Pickup Truck and Dump Bed, Trailer)	$ -	$ -	$ -	
Engineering (Thrasher) **(Inv. 1030040)**				$ 30,077.28
Construction	$ 5,575.00	$ -	$ -	
Inspection	$ 3,743.58	$ 11,258.70	$ -	
Post-Construction	$ 4,500.00	$ -	$ -	
Permitting	$ -	$ 5,000.00	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Administration (Region VI PDC)				$ 4,668.95
Administration (Inv. #44)	$ 4,668.95	$ -	$ -	
	$ -	$ -	$ -	
Accounting (Bennet & Dobbins)				$ -
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Miscellaneous				$ 4,220.32
Construction Materials Reimbursement (Inv. #1621, #S870629, #S887471, #S919049, #S1000222028.001	$ -	$ 4,220.32	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL THIS REQUEST	**$ 128,918.79**	**$ 20,479.02**	**$ 1,506.00**	**$ 150,903.81**
PRIOR REQUEST	$ 1,757,407.27	$ 124,066.27	$ 123,494.00	$ 2,004,967.54
TOTAL REQUESTED TO DATE	$ 1,886,326.06	$ 144,545.29	$ 125,000.00	$ 2,155,871.35
REMAINING FUNDS	**$ 6,673.94**	**$ 26,279.71**	**$ -**	**$ 32,953.65**

Submitted By: Shelby Johnson, Project Administrator **Date:** 10/16/2023

RESOLUTION

WHEREAS, the Enlarged Hepzibah Public Service District has reviewed the attached invoices in relation to its water system upgrade project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made.
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project.
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Enlarged Hepzibah Public Service District that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Enlarged Hepzibah Public Service District on this 16th day of October 2023.

By: Darlene Swiger, Chair
Darlene Swiger, Chair

5-B

Date of Meeting	October 25, 2023	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Quotes	Other as Needed
County Commission	MVB Bank	609 W.Main Payment	$622.12							
County Commission	West Union Bank	Cruiser Payment	$8,023.45							
County Commission	Harrison Co. Bank	Airport Propery Payment	$34,395.48							
County Commission	Ace Aggregates	Gravel Rail Trail	$914.15							
County Commission	Exponent Telegram	Subscription	$27.81							
County Commission	Advantage Technology	Subscription	$3,810.00							
County Commission	Exponent Telegram	Legal Ad	$22.35							
County Commission	Sandy's	Maintenance Supplies	$89.61							
County Commission	Civil & Environmental	Survey / Parks & Rec	$5,500.00							
County Commission	Fort New Salem	Contributions					$5,000.00			
County Commission	Meuse-Argonne VFW	Contributions					$2,500.00			
County Commission	Wilson Glass	Polished Glass Tops	$2,255.00						$2,255.00	
County Commission	Harrison Co. Elks #2875	Contributions					$3,000.00			
County Commission	Mircosoft.com	Subscription	$342.38						$342.38	
County Commission	A-1 Exterminating	Pest Control	$180.00							
County Commission	The Dirt Doctor	Cleaned Bridges Rail Trail	$46,800.00							
County Commission	Uline	Shelving Units	$934.40							
County Commission	Hope Gas	Service Various Locations	$127.84							
County Commission	State Electric	Maintenance Supplies	$477.90							
County Commission	Town of Nutter Fort	Waste & Water Service	$558.25							
County Commission	Susan Dew Hoff	2nd Quarter Allotment			$17,750.00					
County Commission	HC Economic Develop	2nd Quarter Allotment								$7,500.00
County Commission	Health Access	2nd Quarter Allotment			$17,750.00					
County Commission	Clarksburg-Harrison Library	2nd Quarter Allotment	$68,510.25							
County Commission	Clarksburg-Harrison Health Dept	2nd Quarter Allotment			$48,449.00					
County Commission	Bi County Nutrition	2nd Quarter Allotment			$17,750.00					
County Commission	HC Child Advocacy Center	Balance of Yearly Allotment			$22,500.00					
County Commission	WV Regional Jail	Inmate Housing	$156,570.50							
County Commission	XEROX	Copier Rental	$364.45							
County Commission	Frontier	Courthouse	$21.82							
County Commission	Thomson Reuters	Online Software	$553.52							
County Commission	Whaley Distributing	Supplies	$449.00							
County Commission	Credential Research	Background Checks	$107.00							
County Commission	Pace Shredding	Paper Shredding Service	$346.00							
County Commission	Unifirst	Carpet Runner Rentals	$169.49							
County Commission	Liberty Distributors	Maintenance Supplies	$410.28							
County Commission	Exponent Telegram	Legal Ad	$736.82							
Parks & Rec	Fisher Auto	Automobile Parts			$249.84					
Parks & Rec	Advance Auto Parts	Automobile Parts			$20.09					
Parks & Rec	Lowes	Supplies			$1,045.10					
Parks & Rec	Batman Trophy	Awards			$165.00					
Parks & Rec	First National Bank	Copier Rental			$172.00					

Date of Meeting	October 25, 2023	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Quotes	Other as Needed
Parks & Rec	Mon Power	Spelter Park			$21.47					
Parks & Rec	Stephen Blackshire	Refund of Deposit	$900.00							
Parks & Rec	Unifirst	Rugs/Maintenance Supplies			$18.08					
Parks & Rec	McCarthy's Septic	cleaned grease trap			$635.00					
Parks & Rec	Mine Belt Services	Maintenance Supplies			$1,185.58					
Parks & Rec	Sandy's	Landscape Timbers			$309.60					
Parks & Rec	West Virginia University	Services			$3,796.00					
Parks & Rec	Krogers	Smore Supplies			$96.09					
Parks & Rec	Marsh Lumber	Supplies			$21.15					
Parks & Rec	Sandy's	Supplies			$12.98					
Parks & Rec	Unifirst	Rugs/Maintenance Supplies			$25.42					
Parks & Rec	Appalachian Tire	Tires			$462.84					
Prosecutor's	Evonne Renee Eades	Transcript	$103.95							
Prosecutor's	AT&T	Service	$137.04							
Law Enforcement	Project Lifesaver	Supplies								$1,564.55
Law Enforcement	U S Cellular	Service	$2,598.69							
Law Enforcement	TLG Printing	Business Cards	$200.00							
Law Enforcement	Trapuzzano's	Uniform supplies	$871.49							
Law Enforcement	Galls	Years of Service Bars	$164.28							
Law Enforcement	Robin's Perfect Fit	Applied UnifoermPatches	$58.00							
Law Enforcement	Truist	Meals, Fuel, Travel	$72.94							
Law Enforcement	West Virginia Paging	Pager	$7.00							
Law Enforcement	Law Enforcement Foundation	Dare Training								$4,500.00
Law Enforcement	Sirchie	Fingerprint Kits	$239.56							
Planning	Eurofins CEI Inc.	Asbestos Testing	$128.75							
Planning	Beatty Construction	Demolition of Property	$25,000.00							
Planning	Spec Print	Annual Subscription	$355.25							
911	APCO International	2024 Membership		$101.00						
911	Commerce District	Association Dues		$342.88						
911	Mon Power	Fire Fighters Training Bldg		$29.54						
911	James & Law	Chair Repairs		$75.00						
911	Lowe's	Batteries		$51.80						
911	A-1 Exterminating	Pest Control			$75.00					
911	Motorola Solutions	Backup Radio Hardware		$1,487.12						
911	Lowe's	Supplies			$41.36					
Michelle Tokin	Enlarged Hepzibah PSD	ARPA Funds						$20,479.02		
County Garage	Tri State Welding	Oxygen Tank Lease	$110.00							
County Garage	Appalachian Tire	Tires	$527.52							

Date of Meeting	October 25, 2023	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Quotes	Other as Needed
County Garage	Appalachian Tire	Tires	$1,174.96							
County Garage	Auto Trim	Graphics	$550.00							
County Garage	Collision Plus	Automobile Parts	$2,461.99							
County Garage	Whaley Distributing	Supplies	$459.00							
County Garage	Fisher Auto	Supplies	$150.33							
County Garage	Chenoweth Ford	Automobile Parts	$340.79							
County Garage	Chenoweth Ford	Automobile Parts	$1,848.50							
County Garage	Appalachian Tire	Tires	$591.20							
Staging	Robin's Perfect Fit	Alterations	$46.00							
Process	U S Cellular	Cellular Account	$177.03							
Animal Control	McKinley Architecture	A/E Project Fee			$5,162.83					
County Clerk	Amazon.com	Comfort Mats	$51.48							
County Clerk	ES & S	Batteries	$1,100.00							
County Clerk	Exponent Telegram	Legal Ad	$71.31							
County Clerk	Exponent Telegram	Legal Ad	$168.37							
County Clerk	Exponent Telegram	Legal Ad	$469.49							
County Clerk	The Water Shop	Water	$47.25							
County Clerk	Amazon.com	Monitor Stands	$54.95							
			$374,556.99	$2,087.34	$137,714.43	$0.00	$10,500.00	$20,479.02		$13,564.55
									$2,597.38	
					Grand Total :	$558,902.33				

7

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN SERVICES UNDER THE EMERGENCY MEDICAL SERVICES SALARY ENHANCEMENT FUND

WHEREAS, the State of West Virginia created a new fund during the FY2023 regular session entitled the Emergency Medical Services Salary Enhancement Fund and,

WHEREAS, the Harrison County Commission responded to County Questionnaire #64CSR116 which was distributed by the West Virginia Department of Health and Human Services, Bureau for Public Health, Office of Emergency Medical Services, and

WHEREAS, the State of West Virginia utilized the responses to County Questionnaire #64CSR116 to determine the amount to be awarded to each County under the Emergency Medical Services Salary Enhancement Fund and,

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to submit an invoice to the West Virginia Department of Health and Human Services, Bureau for Public Health, Office of Emergency Medical Services to be able to receive these awarded funds.

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

1. The Harrison County Commission authorizes the acceptance of funds the State of West Virginia under the Emergency Medical Services Salary Enhancement Fund in the amount of **$143,763.21.**

2. 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 accepting these funds and administering said Grant which includes completing and submitting County Questionnaire #64CSR116 every year in order to receive an annual allotment from the Emergency Medical Services Salary Enhancement Fund.

PASSED by the Harrison County Commission on this the **25th day of October 2023.**

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

8

A RESOLUTION AUTHORIZING THE APPLICATION TO THE YOUTH DEVELOPMENT FOUNDATION TO ERECT LIGHTING AT THE SUMMIT PARK SOFTBALL FIELD, AND ADOPTING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED IN THE GRANT DOCUMENTS; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Harrison County Commission recognizes the need for lighting on the Summit Park Softball/Baseball field, and wishes to participate in the Youth Development Foundation Program; and

WHEREAS, the completion of the lighting within Summit Park ballfield will allow more effective use of the facilities within the park by providing the means for more citizens to play softball or baseball at times other than daylight hours ; and

WHEREAS, this project will make a huge economic impact on Harrison County by being able to have Tournaments at the field by hosting travel teams and holding practices; and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing the application for funds from the Youth Development Foundation Grant; and

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

1. The Harrison County Commission authorizes the application of funds to the Youth Development Foundation in the amount not to exceed $205,000, and

2. 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 Youth Development Foundation Grant..

PASSED by the Harrison County Commission on this the 25th day of October, 2023.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

9-A

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 6th day of June, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and _____, 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 14, Tax Map 143, Parcel 36.6 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 their 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 ~~Three story~~ Red Barn 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** Joseph E Bishop **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 their 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 their 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 they shall refrain prospectively from maintaining a nuisance on their 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 their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that 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:_____

Joseph E Bishop Jr

Dated: 6/23/2023

The foregoing Agreement was acknowledged before me this 23 day of June, 2023, by Joseph E. Bishop.

My commission expires June 29, 2026

Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

9-B

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 18TH day of SEPTEMBER, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Linda Griffin, 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 5, Tax Map 210, Parcel 42.6 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 their 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 Griffins' 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 MRS GRIFFIN 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 their 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 their 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 they shall refrain prospectively from maintaining a nuisance on their 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 their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that 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:_____

Linda Griffin

Dated: Sept. 18, 2023

The foregoing Agreement was acknowledged before me this 18th day of September, 2023, by LINDA GRIFFIN.

My commission expires June 29, 2026

Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

9-C

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 7th day of August, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Danny Leary, 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 242 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 their 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 Mr. Learys 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.LEARY 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 their 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 their 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 they shall refrain prospectively from maintaining a nuisance on their 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 their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that 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:_____

Danny R. Leary

Dated: 8-7-2023

The foregoing Agreement was acknowledged before me this 7th day of August, 2023, by Danny Leary.

My commission expires June 29, 2026

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

9-D

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 18th day of September, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Jacquueline Payne, Vera Eubank and Monica Payne , 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 7, Tax Map 1124, Parcel 50 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 their 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 `Paynes' 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 MRS. PAYNE 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 their 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 their 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 they shall refrain prospectively from maintaining a nuisance on their 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 their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that 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:_____

Vera E. Eubank

Dated: Sept 18 2023

The foregoing Agreement was acknowledged before me this 18TH day of September 2023, by VERA E. EUBANK

My commission expires June 29, 2023

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

Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

A-1

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, October 11, 2023, through Tuesday, October 17, 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, October 11, 2023, the following matters were disposed of in the presence of the Clerk:

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

VALERIE JO POST, who was named in the last will and testament of **AMICA ANN POST**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Thursday, October 12, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **JOYCE GEE FORTNEY**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

A duly exemplified copy of the last will and testament of **BARBARA STUART ROBINSON**, deceased, late a resident of QUEEN ANNE'S, MARYLAND, was admitted to record.

On, Friday, October 13, 2023, the following matters were disposed of in the presence of the Clerk:

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

JEFFERSON ALLEN MASON, who was named in the last will and testament of **ANNA MAXINE MASON**, deceased, as EXECUTOR thereof, qualified as such. Bond was 150,000.00.

On, Monday, October 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, **GARY L COOPER** was appointed and qualified as ADMINISTRATOR of the estate of **CHAD AARON COOPER**, deceased. Bond was 315,000.00.

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

VIETTA ADELINE HAWKINS, who was named in the last will and testament of **FRANK CARDER HAWKINS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **JUDITH H SAVAGE**, deceased, late a resident of HAMILTON, OHIO, was admitted to record.

John R Spires
Clerk of the Harrison County Commission

Wednesday, October 25, 2023

Confirmed

Estate: 11581

C-1

BINGAMON PUBLIC SERVICE DISTRICT
PO Box 35, Shinnston, WV 26431

Michael R Sieber, Chairman Edward Hildreth, Jr, Secretary
Brad Fortney, Treasurer

September 18, 2023

The monthly meeting of the Bingamon Public Service District (BPSD) Board of Directors was held on September 18th, 2023, at the Bingamon Public Service District office trailer.

CALL TO ORDER: The meeting was called to order at 6:33 p.m. by ***Chairman Michael Sieber.***

ROLL CALL: Board members present: Edward (Bud) Hildreth, Jr., Brad Fortney, and Michael Sieber. BPSD staff: General Manager Rusty Kuhens, office manager Renee' Eddy, Customers in attendance was Kevin Kellar.

READING OF THE MINUTES - Minutes from the September 18th, 2023, BPSD board meeting were distributed. Mr. Sieber called for any corrections or additions to the minutes. ***A motion was made by Bud Hildreth and seconded by Brad Fortney, to accept the minutes as published. The motion carried unanimously.***

TREASURER'S REPORT – Board members reviewed the Treasurer's Report. The bank balance as of September 30th , 2023, was $35,236.35 Accounts receivable for the month totaled $3,533.33

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

OFFICE MANAGER'S REPORT – BALANCES AS OF September 29TH , 2023.

- City National Bank MMA earned $136.94 in interest and totals $109,700.84.
- City National Bank Reserve Account earned $56.53 in interest and totals $69,527.58.
- The Renewal/Replacement Acct. at BB&T earned $.10 in interest totals $11,396.55.
- There were 37 customers given 24 hour notices this month. Totaling $9,628.96. $2,672.97 has been collected.

PLANT OPERATOR'S REPORT

- Mr. Kuhens reported the contractors will be sending a invoice for the work at the Kellar's.
- Mr. Kuhens reported he is actively working on Copper and Lead work.
- Mr. Kuhens reported hydrant project to begin with the contractor when he is back in town.

- Mr. Kuhens reported needing to buy heaters for the pump houses.

SAFETY COMMITTEE MEETING:

CUSTOMERS CONCERN: Mr. Kellar reported that his water pressure is good. Mr. Kellar also asked the water department to use Millings instead of rock and the board did approve.

OLD BUSINESS:

NEW BUSINESS:

NEXT MONTHLY BPSD BOARD MEETING – The next regularly scheduled BPSD board meeting will be held @ the office trailer on October 16th . 2023 @ 6:30 PM

The board went into executive session @6:35 to discuss bad debt and shut off notices.

ADJOURNMENT – The meeting was adjourned at 7:37 pm upon a ***motion by Bud Hildreth, seconded by Michael Sieber, and carried unanimously.***

Michael Sieber, Chairman

Renee' Eddy, Office Manager

C-2

Enlarged Hepzibah PSD

Special Board Meeting

Monday, September 25, 2023

With due notice published and a quorum present, Darlene Swiger called the meeting to order: ROLL CALL

Present	**Employees**
Darlene Swiger	Kevin Short
Fred Martin	Rhonda Beezel
Sharon Hamilton	

1. **Approval of Minutes**
   Fred Martin made a motion to approve the Regular Board minutes for Monday, September 11, 2023 with corrections as read. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

2. **New Business**
   Rhonda was present to submit the bids and score sheets to the Board for the scoring of the audit proposals. Kevin and the Board did the review and scored the audit proposals from approved accounting firms. There were only two firms to bid on the RFP this year, BHM CPA Group, Inc. and Lowe and Associates, PLLC. BHM received a score of 83 and Lowe and Associates received a score of 69.
   Sharon Hamilton made a motion to approve BHM CPA Group, Inc to complete the Enlarged Hepzibah PSD auditing for years 2023, 2024 and 2025. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

3. **Fire Hydrant Maintenance**
   Kevin discussed with the Board the Hydrant Maintenance and Testing Program. Kevin informed the Board of the methods and procedures that will be used in the program. Kevin and the Board discussed in detail.
   Sharon Hamilton made a motion to accept the Hydrant and Maintenance Testing Program to follow the P.S.C. guidelines. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

4. **Hepzibah Water Project**
   Kevin and the Board discussed uses for the remaining monies from the water project. Kevin informed the Board that he is still waiting on the official amount. Kevin also presented the Board with the paperwork for the mini excavator to be signed and the paperwork for the

quote on the dump truck. Kevin and the Board discussed.

5. **Sewer Maintenance Information**
   Kevin presented the Board with some cost estimates from Tepco, for HTT Cellular Gen-2 Lite Telemetry units for the Erie main lift station and the Pete Dye lift stations. Kevin and the Board discussed in detail.

6. **New Customer Agreement**
   Kevin provided the Board with a copy of the Long Service Line and Pressure Waiver Agreement for Jaylen Bartley a new customer, service located on Lower Lamberts Run Road. Kevin and the Board discussed.

7. **Next Board Meeting**
   Sharon Hamilton announced the next Board meeting will be October 16, 2023.

8. **Adjournment**
   There being no further business, **Sharon Hamilton made a motion to adjourn the meeting. Fred Martin seconded the motion. All in favor, none opposed and none abstained.**

Chairman

Treasurer

Secretary

jd

C-3

Enlarged Hepzibah PSD

Regular Board Meeting

Monday, September 11, 2023

With due notice published and a quorum present, Darlene Swiger called the meeting to order: ROLL CALL

Present	Employees	Also Present
Darlene Swiger	Kevin Short	Shelby Johnson
Fred Martin		Cody Turner
Sharon Hamilton		

1. **Approval of Minutes**
   Sharon Hamilton made a motion to approve the Regular Board minutes for Monday, August 14, 2023 as read. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Fred Martin made a motion to approve the Checks Signed Document dated 08/01/2023 through 08/31/2023. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

3. **Hepzibah Water Project**
   Cody Turner was present to update the Board on the water project. Cody presented the Board with the certificate of financial completion one from August 9, 2023 and one from September 7, 2023. Cody also presented the Board with change order #4 for installation of the check valve at the Spelter tank and the final quantity adjustment in the amount of $26,694.00. Cody, also discussed with the Board the need for a motion for amendment #5 for RPR services in the amount of $25,000.00 to be paid to Thrasher. Cody and Kevin discussed in detail with the Board.

   Fred Martin made a motion to sign both certificates of substantial completion, one from August 8, 2023 and one from September 7, 2023. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

   Sharon Hamilton made a motion to approve change order #4 that still stays within the total budget of the project due to the extra money received in the amount of $26,694.00. Fred Hamilton seconded the motion. All in favor, none opposed and none abstained.

   Fred Martin made a motion to approve RPR for amendment #5 for $25,000.00 to Thrasher. Sharon seconded the motion. All in favor, none opposed and none abstained.

   Kevin discussed the Quotes he received for equipment. Low bid for dump truck with dump bed from Mid-State was $76,114.00. The low bid for the trailer was from Jarco in the amount of $6,914.00 and the Sany mini excavator from Appalachian Equipment Solutions in the amount of $59,900.00. Kevin discussed with the Board the funding for the project and the

options for the remaining money. Kevin and the Board discussed in detail.

Fred Martin made a motion to accept the low bid of $76,114.00 for the dump truck from Mid-State. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

Sharon Hamilton made a motion to accept the low bid of $6,914.00 for the trailer from Jarco. Fred Hamilton seconded the motion. All in favor, none opposed and none abstained.

Fred Martin made a motion to accept the low bid of $59,900.00 for the Sany mini excavator from Appalachian Equipment Solutions. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

Shelby Johnson discussed the pay request for requisition #9 for a dump truck with dump bed. trailer, mini excavator, and administrative fee in the amount of $144,624.16. Shelby discussed with the Board in detail.

Fred Martin made a motion to approve requisition #9 for dump truck with dump bed, trailer, mini excavator, and administrative fee in the amount of $144,624.16. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

4. **Manager's Report**
   - **A.** Kevin discussed with the Board that he has received all the meters and radios are still on back order. Kevin and the Board discussed.
   - **B.** Kevin informed the Board there is now a Compliance Officer at the P.S.C who is reviewing all the working capital reserve funds. Kevin and the Board discussed.
   - **C.** Kevin informed the Board that he would like to have a special Board meeting to discuss audit bids, use of the remaining project money and the Rick Hursey contract. Kevin and the Board agreed to meet for a special meeting on September 25, 2023 at 5 pm. Kevin and the Board discussed.
   - **D.** Kevin provided the Board with a copy of the accounts Payable by Aging as of August 2023. He also provided a copy of the A/P Aging Summary as of July through August 2023, the Income and Expense by month statement for August 2023 and the Profit & Loss for July through August 2023. Kevin also provided the Statement of Cash Flows for July through August, 2023. Kevin and the Board discussed in detail.
   - **E.** Kevin provided the Board with a copy of the water loss report for July, 2023 through June 2024, with a water loss of 39.46% for the month of August 2023, and with a year-to-date adjusted water loss of 34.19% and discussed.
   - **F.** Kevin provided the Board with the August 2023 calendar, and discussed.

5. **Next Board Meeting**
   Sharon Hamilton announced the next Board meeting will be a special Board meeting on September 25, 2023.

6. **Adjournment**
   There being no further business, **Sharon Hamilton made a motion to adjourn the meeting. Fred Martin seconded the motion. All in favor, none opposed and none abstained.**

Darlene Swiger
Chairman

Sharon Hamilton
Treasurer

Secretary

jd

C-4

8:25 AM
10/16/23

Enlarged Hepzibah PSD
Statement of Cash Flows
September 2023

	Sep 23
OPERATING ACTIVITIES	
Net Income	166,700.75
Adjustments to reconcile Net Income to net cash provided by operations:	
1000.1 · Water:1370 · Returned Checks	-200.00
Account Payable	-17,173.11
1200 · Other Liabilties - Sewer:1227 · Customer Deposits	150.00
1201 · Other Current Liabilities - Wat:2350 · Customer Deposits	221.97
24000 · Payroll Liabilities	-211.02
Net cash provided by Operating Activities	149,488.59
INVESTING ACTIVITIES	
Water Construction Project	-130,856.79
Net cash provided by Investing Activities	-130,856.79
FINANCING ACTIVITIES	
1300 · Long Term Liabilities - Sewer:1236 · 05 USDA Bond Payable	-6,711.48
1300 · Long Term Liabilities - Sewer:1237 · Truist - Truck Loan	-560.60
1300.1 · Long Term Liabilites Water	-11,308.88
1300.1 · Long Term Liabilites Water:2376 · Truist Truck Loan	-560.60
1300.1 · Long Term Liabilites Water:2377 · Truist Meter Loan	-2,287.84
Net cash provided by Financing Activities	-21,429.40
Net cash increase for period	-2,797.60
Cash at beginning of period	289,488.15
Cash at end of period	**286,690.55**

Enlarged Hepzibah PSD
A/P Aging Summary
As of September 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Ace Hardware	72.92	0.00	0.00	0.00	0.00	72.92
B&M Environmental LLC	2,472.50	0.00	0.00	0.00	0.00	2,472.50
Bennett & Dobbins PLLC	0.00	0.00	0.00	0.00	41,420.67	41,420.67
Cardinal Natural Gas	26.04	0.00	0.00	0.00	0.00	26.04
City of Shinnston	26.70	0.00	0.00	0.00	0.00	26.70
Clarksburg Water Board	22,087.18	0.00	0.00	0.00	15,079.58	37,166.76
Core & Main LP	7,921.16	0.00	0.00	0.00	0.00	7,921.16
CSX Transportation	331.37	0.00	0.00	0.00	0.00	331.37
Enlarged Hepzibah PSD	247.48	0.00	0.00	0.00	0.00	247.48
HAYES INSURANCE AGENCY	7,445.00	0.00	0.00	0.00	0.00	7,445.00
Instrumentation Services Inc.	960.00	0.00	0.00	0.00	0.00	960.00
Miss Utility of WV, Inc.	50.30	0.00	0.00	0.00	0.00	50.30
Mon Power	1,392.15	0.00	0.00	0.00	0.00	1,392.15
Sun Valley Public Service District	8,199.12	3,748.00	2,044.44	0.00	14,017.46	28,009.02
The Designer's Landscaping & Lawncare	1,690.00	0.00	0.00	0.00	0.00	1,690.00
ULINE	1,161.00	0.00	0.00	0.00	0.00	1,161.00
Vincent Lumber Company	111.25	0.00	0.00	0.00	0.00	111.25
TOTAL	**54,194.17**	**3,748.00**	**2,044.44**	**0.00**	**70,517.71**	**130,504.32**

Enlarged Hepzibah PSD
Profit & Loss
September 2023

		Sep 23
Income		
WATER PROJECT ARPA FUND		144,624.16
1500 · Late Fees		764.89
1501 · Metered Sales		29,249.61
4610 · Metered Water Sales		68,647.41
4700 · Water Late Fees		1,066.32
4741 · Reconnect Fees		267.93
Total Income		244,620.32
Gross Profit		244,620.32
Expense		
ARPA WATER PROJECT EXPENSES		6,385.31
1704 · Utilities - Sewer Plant		274.18
1743 · Transportation Expense		745.67
1790 · Postage		491.00
1793 · Supplies		8,956.63
1794 · Uniforms		272.70
1795 · Telephone		261.39
1796 · Outside Services		8,522.50
1800 · Bank Charges		12.00
1804 · Regulatory		219.90
6020 · Purchased Water		22,041.18
66000 · Payroll Expenses		18,822.04
6661 · Water Testing		46.00
6662 · Power & Fuel		
6662.1 · HREA	1,640.68	
6662.2 · Mon Power	1,590.71	
6662.3 · Cardinal Gas	53.72	
Total 6662 · Power & Fuel		3,285.11
6790 · - Water Line Project		965.30
9210 · Office Supplies		218.86
9260 · Pensions & Benefits		6,399.80
Total Expense		77,919.57
Net Income		**166,700.75**

HCC '23

C-5

Name of Organization/Applicant Johnstown CECS

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

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

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

Minuteman Bluegrass Band	$ 400.00
Zona Hester Band	$ 450.00
Cody Eagle	$ 2,000.00
	$
	$
TOTAL	$ 2,850.00

NAME OF PROJECT/EVENT: 69th Johnstown Community Fair

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

INCOME SOURCE:	Refer to attached income Statement	$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

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

Please refer to attached income Statement	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Kristilla Swan, Treasurer — Applicant

10-6-23 — Date

Johnstown 69th Fair Report

Saturday, September 9, 2023

Grants:	
State of WV	$1,485.00
Harrison County Commission	$1,500.00
Sacred Heart Children's Foundation	$3,200.00
Total Grants	$6,185.00
Donations:	
Harrison County Bank	$1,300.00
Jim's Service Center	$200.00
Village Pharmacy	$250.00
HREA	$200.00
Lucy Hornor	$100.00
Supply Solutions	$400.00
Buckhannon Stockyards	$100.00
Skasiks	$50.00
Amos Carvelli	$100.00
Mike Ross	$100.00
Patt Boyle	$200.00
Kyle Johnson	$100.00
R.D. Wilson	$44.14
Davis-Weaver	$100.00
Brandon Hudkins	$100.00
Dan Cava Toyota	$100.00
Dr. McDonald	$50.00
Total Donations	$3,494.14
Donations to Building:	
Burnside Funeral Home	$100.00
T-Body	$100.00
H & M Motors	$100.00
Smith Veterinarian	$100.00
Jenkin's Ford	$200.00
Total donations	$600.00
Expenses:	
3/7 Quantum Rental - Games Deposit	$630.00
3/7 Quantum - Labor Deposit	$135.00
7/4 WV News Ad	$70.00
7/30 CBP-50 Signs & 100 pics	$110.00
8/11 CBP - Car Show & Signs	$155.00
8/30 WVRC - Radio Pack	$799.20
8/31 WPDX/AJG	$500.00
9/1 Virginia Chapman - Pork	$30.00

9/1 Bill Suan - Pork	$40.63
9/3 Sam's	$410.78
9/5 Veronica - Cleaned	$200.00
9/5 Linda Williams - Weiners	$221.53
9/5 Linda Williams - Dressing	$21.99
9/7 CBP - Programs	$150.00
9/7 P. Suan - Tablecloth, Mayo, Labels	$100.07
9/7 HCB - Change Order	$1,200.00
9/9 Linda Williams - Buns	$283.55
9/9 Quantum - Labor	$315.00
9/9 Quantum - 3 Games	$1,470.00
9/9 Greg Holden - Rock Climbing	$600.00
9/9 Richard Peters - Minutemen	$400.00
9/9 Danyella Fox - Face Painting	$400.00
9/9 Stephanie Sears - DJ	$200.00
9/9 Caleb Connolly	$450.00
9/9 Cody Eagle	$2,000.00
Jared Chapman - Corn Hole Reim.	$136.50
9/11 Larry Smith - Pork Ingredients	$132.00
WV News	$350.00
Total Expenses	$11,511.25
Deposit from fair/car show	$6,537.50
9/10 Bun Return & Judy	$196.38
9/12 Parkette bought weiners	$150.00
9/12 Museum	$10.00
9/24 Pop-Sarah DeWeese	$15.00
10/12 Plastic Wrap Return	$25.00
Total Returns	$396.38
Profit or Loss	$5,701.77

C-6

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
October 19, 2023
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. P&B Services, LLC
   5.1 Package Plant Report
4. Bennett and Dobbins, PLLC
   6.1 Drawdowns – Review, discuss and act.
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   7.1 Sewer Check Register and debit card transactions
   7.2 Water Check Register
6. The Thrasher Group, Inc.
   6.1 Sewer
      6.1.a. Phase II – Review, discuss and act
         - Project Update
      6.1.b. Enterprise – Review, discuss and act
         - Construction Closeout Update
      6.1.c. Sludge – Review, discuss and act
         - Construction closeout update
      6.1.d. Quiet Dell – Review, discuss and act
         - Project Design Update
      6.1.e. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
         - Project Update
      6.1.f. River Crossings – Review, discuss and act
         - Project Update
      6.1.g. 10-year Plan – Review, discuss and act
         - General Discussion
   6.2 Water
      6.2.a. Steven's Run – Review, discuss and act
         - Construction closeout update
      6.2.b. Overall Water Project – Review, discuss and act
         - Project Discussion
      6.2.c. Buffalo lake Road Water Line Extension
         - Planning update
   6.3.c. 10-year Plan – Review, discuss and act

- General Discussion

7. Bill Hoover – General Manager
    7.1 Water
        7.1.a. Water Loss Report
        7.1.b. Water Leak Report
        7.1.c. General Updates
    7.2 Sewer
        7.2.a. General Updates
    7.3 Good of the District
        7.3.a. General Update
8. Sam Harold – Mountain State Law
    8.1 Available for general consult
9. Executive Session

Adjournment of meeting

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

C-7

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
09/01/2023 - 09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	225,351.24	209,330.00	16,021.24	97.58%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	31.07	50.83	(19.76)	0.01%
MISCELLANEOUS/RECONNECT FEES	4,556.46	486.00	4,070.46	1.97%
QUIET DELL LEASE	500.00	500.00	-	0.22%
TAP FEES	500.00	350.00	150.00	0.22%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	230,938.77	210,716.83	20,221.94	
EXPENSES				
ACCT, BILLING, & COLLECTING	5,746.06	6,531.92	(785.86)	2.81%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	-	197.42	(197.42)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,596.00	14.85	12.04%
DIRECTORS FEES	526.24	542.50	(16.26)	0.26%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	6,863.24	6,811.67	51.57	3.36%
LAB SERVICE	2,574.80	892.67	1,682.13	1.26%
LABOR	33,787.06	30,720.83	3,066.23	16.54%
MAINTENANCE	20,495.03	11,802.08	8,692.95	10.03%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	-	85.83	(85.83)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	4,355.00	6,772.25	(2,417.25)	2.13%
POWER PURCHASED	3,441.64	3,819.58	(377.94)	1.68%
PROPERTY/LIABILITY & INJURIES INSURANCE	231.02	2,600.75	(2,369.73)	0.11%
REGULATORY COMMISSION	-	978.50	(978.50)	0.00%
RENEWAL & REPLACEMENT	1,237.50	5,268.33	(4,030.83)	0.61%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	1.22%
TAXES	2,922.58	2,391.67	530.91	1.43%
TRANSPORTATION	2,940.86	3,467.67	(526.81)	1.44%
UTILITIES	776.65	849.75	(73.10)	0.38%
WATER PURCHASED	91,317.34	89,855.50	1,461.84	44.69%
TOTAL EXPENSES	204,325.87	200,759.92	3,565.95	
NET SURPLUS (DEFICIT)	26,612.90	9,956.92	16,655.98	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
09/01/2023 - 09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	243,542.70	234,937.67	8,605.03	94.36%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.97%
INTEREST INCOME	50.66	71.67	(21.01)	0.02%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	350.00	125.00	225.00	0.14%
UNUSUAL CHARGE	11,665.96	16,300.50	(4,634.54)	4.52%
TOTAL INCOME	258,109.32	253,934.83	4,174.49	
EXPENSES				
ACCT, BILLING, & COLLECTING	2,158.31	1,844.17	314.14	0.90%
BRIDGEPORT SANITARY BOARD	9,862.54	8,565.00	1,297.54	4.12%
TOWN OF WORTHINGTON	3,136.74	12,500.00	(9,363.26)	1.31%
CHEMICALS	555.00	1,067.50	(512.50)	0.23%
CLARKSBURG SANITARY BOARD	2,507.50	1,785.83	721.67	1.05%
DEBT SERVICE	112,379.86	112,125.67	254.19	46.99%
DIRECTORS FEES	473.76	520.00	(46.24)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	4,870.75	5,424.92	(554.17)	2.04%
LAB SERVICE	1,751.20	663.33	1,087.87	0.73%
LABOR	18,533.24	20,931.50	(2,398.26)	7.75%
MAINTENANCE	7,505.81	16,534.17	(9,028.36)	3.14%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	4,850.03	1,514.17	3,335.86	2.03%
OUTSIDE SERVICES/CONTRACT LABOR	17,449.98	15,580.83	1,869.15	7.30%
POWER PURCHASED	14,146.65	14,535.08	(388.43)	5.92%
PROPERTY/LIABILITY & INJURIES INSURANCE	207.98	2,032.58	(1,824.60)	0.09%
REGULATORY COMMISSION	300.00	1,222.50	(922.50)	0.13%
RENEWAL & REPLACEMENT	33,051.00	16,656.67	16,394.33	13.82%
RENT EXPENSE	-	-	-	0.00%
TAXES	856.25	1,105.00	(248.75)	0.36%
TRANSPORTATION	2,647.59	2,993.58	(345.99)	1.11%
UTILITIES	1,897.35	1,366.67	530.68	0.79%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	239,141.54	238,969.17	172.37	
NET SURPLUS (DEFICIT)	18,967.78	14,965.67	4,002.11	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
09/01/2023 - 09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	468,893.94	444,267.67	24,626.27	95.88%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.51%
INTEREST INCOME	81.73	122.50	(40.77)	0.02%
MISCELLANEOUS/RECONNECT FEES	4,556.46	486.00	4,070.46	0.93%
QUIET DELL LEASE	500.00	500.00	-	0.10%
TAP FEES	850.00	475.00	375.00	0.17%
UNUSUAL CHARGE	11,665.96	16,300.50	(4,634.54)	2.39%
TOTAL INCOME	489,048.09	464,651.67	24,396.42	
EXPENSES				
ACCT, BILLING, & COLLECTING	7,904.37	8,376.08	(471.71)	1.78%
BRIDGEPORT SANITARY BOARD	9,862.54	8,565.00	1,297.54	2.22%
TOWN OF WORTHINGTON	3,136.74	12,500.00	(9,363.26)	0.71%
CHEMICALS	555.00	1,264.92	(709.92)	0.13%
CLARKSBURG SANITARY BOARD	2,507.50	1,785.83	721.67	0.57%
DEBT SERVICE	136,990.71	136,721.67	269.04	30.89%
DIRECTORS FEES	1,000.00	1,062.50	(62.50)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	11,733.99	12,236.58	(502.59)	2.65%
LAB SERVICE	4,326.00	1,556.00	2,770.00	0.98%
LABOR	52,320.30	51,652.33	667.97	11.80%
MAINTENANCE	28,000.84	28,336.25	(335.41)	6.31%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	4,850.03	1,600.00	3,250.03	1.09%
OUTSIDE SERVICES/CONTRACT LABOR	21,804.98	22,353.08	(548.10)	4.92%
POWER PURCHASED	17,588.29	18,354.67	(766.38)	3.97%
PROPERTY/LIABILITY & INJURIES INSURANCE	439.00	4,633.33	(4,194.33)	0.10%
REGULATORY COMMISSION	300.00	2,201.00	(1,901.00)	0.07%
RENEWAL & REPLACEMENT	34,288.50	21,925.00	12,363.50	7.73%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	0.56%
TAXES	3,778.83	3,496.67	282.16	0.85%
TRANSPORTATION	5,588.45	6,461.25	(872.80)	1.26%
UTILITIES	2,674.00	2,216.42	457.58	0.60%
WATER PURCHASED	91,317.34	89,855.50	1,461.84	20.59%
TOTAL EXPENSES	443,467.41	439,729.08	3,738.33	
NET SURPLUS (DEFICIT)	45,580.68	24,922.58	20,658.10	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 - 09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	653,893.90	627,990.00	25,903.90	97.14%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	1,720.85	152.50	1,568.35	0.26%
MISCELLANEOUS/RECONNECT FEES	12,056.75	1,458.00	10,598.75	1.79%
QUIET DELL LEASE	1,500.00	1,500.00	-	0.22%
TAP FEES	4,000.00	1,050.00	2,950.00	0.59%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	673,171.50	632,150.50	41,021.00	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	15,001.97	19,595.75	(4,593.78)	2.50%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	-	592.25	(592.25)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	73,832.55	73,788.00	44.55	12.31%
DIRECTORS FEES	1,367.71	1,627.50	(259.79)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	22,169.63	20,435.00	1,734.63	3.70%
LAB SERVICE	3,195.80	2,678.00	517.80	0.53%
LABOR	99,942.80	92,162.50	7,780.30	16.66%
MAINTENANCE	45,660.67	35,406.25	10,254.42	7.61%
MISCELLANEOUS EXPENSE	6.00	-	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	852.56	257.50	595.06	0.14%
OUTSIDE SERVICES/CONTRACT LABOR	14,419.30	20,316.75	(5,897.45)	2.40%
POWER PURCHASED	9,842.08	11,458.75	(1,616.67)	1.64%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,525.18	7,802.25	(1,277.07)	1.09%
REGULATORY COMMISSION	6,976.93	2,935.50	4,041.43	1.16%
RENEWAL & REPLACEMENT	21,655.98	15,805.00	5,850.98	3.61%
RENT EXPENSE	7,500.00	7,725.00	(225.00)	1.25%
TAXES	8,645.06	7,175.00	1,470.06	1.44%
TRANSPORTATION	6,127.29	10,403.00	(4,275.71)	1.02%
UTILITIES	1,893.40	2,549.25	(655.85)	0.32%
WATER PURCHASED	254,211.66	269,566.50	(15,354.84)	42.38%
TOTAL EXPENSES	599,826.57	602,279.75	(2,453.18)	100.00%
NET SURPLUS (DEFICIT)	73,344.93	29,870.75	43,474.18	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	726,692.90	704,813.00	21,879.90	95.74%
FACILITIES CHARGE	7,500.00	7,500.00	-	0.99%
INTEREST INCOME	3,690.14	215.00	3,475.14	0.49%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,350.00	375.00	975.00	0.18%
UNUSUAL CHARGE	19,830.01	48,901.50	(29,071.49)	2.61%
TOTAL INCOME	759,063.05	761,804.50	(2,741.45)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	6,471.78	5,532.50	939.28	0.91%
BRIDGEPORT SANITARY BOARD	17,721.08	25,695.00	(7,973.92)	2.50%
TOWN OF WORTHINGTON	9,231.76	37,500.00	(28,268.24)	1.30%
CHEMICALS	6,511.75	3,202.50	3,309.25	0.92%
CLARKSBURG SANITARY BOARD	7,725.13	5,357.50	2,367.63	1.09%
DEBT SERVICE	337,139.58	336,377.00	762.58	47.58%
DIRECTORS FEES	1,232.29	1,560.00	(327.71)	0.17%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	18,668.04	16,274.75	2,393.29	2.63%
LAB SERVICE	2,894.40	1,990.00	904.40	0.41%
LABOR	76,776.12	62,794.50	13,981.62	10.84%
MAINTENANCE	55,593.82	49,602.50	5,991.32	7.85%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	8,330.95	4,542.50	3,788.45	1.18%
OUTSIDE SERVICES/CONTRACT LABOR	44,689.94	46,742.50	(2,052.56)	6.31%
POWER PURCHASED	42,161.67	43,605.25	(1,443.58)	5.95%
PROPERTY/LIABILITY & INJURIES INSURANCE	5,879.07	6,097.75	(218.68)	0.83%
REGULATORY COMMISSION	6,408.69	3,667.50	2,741.19	0.90%
RENEWAL & REPLACEMENT	46,502.98	49,970.00	(3,467.02)	6.56%
RENT EXPENSE	-	-	-	0.00%
TAXES	4,120.14	3,315.00	805.14	0.58%
TRANSPORTATION	5,346.49	8,980.75	(3,634.26)	0.75%
UTILITIES	5,186.34	4,100.00	1,086.34	0.73%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	708,592.02	716,907.50	(8,315.48)	100.00%
NET SURPLUS (DEFICIT)	50,471.03	44,897.00	5,574.03	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -09/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,380,586.80	1,332,803.00	47,783.80	96.39%
FACILITIES CHARGE	7,500.00	7,500.00	-	0.52%
INTEREST INCOME	5,410.99	367.50	5,043.49	0.38%
MISCELLANEOUS/RECONNECT FEES	12,056.75	1,458.00	10,598.75	0.84%
QUIET DELL LEASE	1,500.00	1,500.00	-	0.10%
TAP FEES	5,350.00	1,425.00	3,925.00	0.37%
UNUSUAL CHARGE	19,830.01	48,901.50	(29,071.49)	1.38%
TOTAL INCOME	1,432,234.55	1,393,955.00	38,279.55	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	21,473.75	25,128.25	(3,654.50)	1.64%
BRIDGEPORT SANITARY BOARD	17,721.08	25,695.00	(7,973.92)	1.35%
TOWN OF WORTHINGTON	9,231.76	37,500.00	(28,268.24)	0.71%
CHEMICALS	6,511.75	3,794.75	2,717.00	0.50%
CLARKSBURG SANITARY BOARD	7,725.13	5,357.50	2,367.63	0.59%
DEBT SERVICE	410,972.13	410,165.00	807.13	31.41%
DIRECTORS FEES	2,600.00	3,187.50	(587.50)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	40,837.67	36,709.75	4,127.92	3.12%
LAB SERVICE	6,090.20	4,668.00	1,422.20	0.47%
LABOR	176,718.92	154,957.00	21,761.92	13.51%
MAINTENANCE	101,254.49	85,008.75	16,245.74	7.74%
MISCELLANEOUS EXPENSE	6.00	-	6.00	0.00%
OFFICE SUPPLIES & EXPENSE	9,183.51	4,800.00	4,383.51	0.70%
OUTSIDE SERVICES/CONTRACT LABOR	59,109.24	67,059.25	(7,950.01)	4.52%
POWER PURCHASED	52,003.75	55,064.00	(3,060.25)	3.97%
PROPERTY/LIABILITY & INJURIES INSURANCE	12,404.25	13,900.00	(1,495.75)	0.95%
REGULATORY COMMISSION	13,385.62	6,603.00	6,782.62	1.02%
RENEWAL & REPLACEMENT	68,158.96	65,775.00	2,383.96	5.21%
RENT EXPENSE	7,500.00	7,725.00	(225.00)	0.57%
TAXES	12,765.20	10,490.00	2,275.20	0.98%
TRANSPORTATION	11,473.78	19,383.75	(7,909.97)	0.88%
UTILITIES	7,079.74	6,649.25	430.49	0.54%
WATER PURCHASED	254,211.66	269,566.50	(15,354.84)	19.43%
TOTAL EXPENSES	1,308,418.59	1,319,187.25	(10,768.66)	100.00%
NET SURPLUS (DEFICIT)	123,815.96	74,767.75	49,048.21	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
September 2023

OPERATING ACTIVITIES		
Net Income (Loss)	$	26,612.90
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	(634.26)
Accounts Payable	$	18,454.23
Customer Deposits	$	1,619.32
Due (From) To Sewer Fund	$	(77,195.35)
Net cash provided by Operating Activities	$	(31,143.16)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	-
Interest Income	$	1,668.89
Net cash provided by Investing Activities	$	1,668.89
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	(29,474.27)
Cash at beginning of period	$	1,250,909.21
Cash at end of period	**$**	**1,221,434.94**
Unrestricted Cash	$	631,821.70
Restricted Cash		
Depreciation Reserve	$	102,611.98
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	40,000.00
Customer Deposits	$	33,684.37
CD--Customer Deposits	$	60,011.48
CD-Depreciation Reserve	$	251,655.36
CD-SB 234	$	75,002.05
Total Restricted Cash	$	589,613.24
Total Unrestricted & Restricted Cash	**$**	**1,221,434.94**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
September 2023

OPERATING ACTIVITIES		
Net Income (Loss)	$	18,967.78
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	42,675.83
Customer Deposits	$	2,150.26
Payroll Liabilities	$	(2,960.70)
Due (From) To Water Fund	$	77,195.35
Net cash provided by Operating Activities	$	138,028.52
INVESTING ACTIVITIES		
Interest Income	$	3,658.08
Fixed Assets	$	(193,250.50)
Net cash provided by Investing Activities	$	(189,592.42)
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	107,899.50
Net cash provided by Financing Activities	$	107,050.61
Net cash increase (decrease) for period	$	55,486.71
Cash at beginning of period	$	2,283,568.61
Cash at end of period	**$**	**2,339,055.32**
Unrestricted Cash	$	1,062,455.12
Restricted Cash		
Construction Account	$	1,776.90
Depreciation Reserve	$	289,998.17
Rural Development Reserve	$	290.41
Bond Commission Sweep	$	74,210.02
ARPA	$	100.00
SB 234	$	45,000.00
Customer Deposits	$	61,614.57
CD-Customer Deposits	$	100,002.74
CD-Depreciation Reserve	$	603,604.66
CD-Rural Development Reserve	$	25,000.68
CD-SB 234	$	75,002.05
Total Restricted Cash	$	1,276,600.20
Total Unrestricted & Restricted Cash	**$**	**2,339,055.32**
	$	-

DATE	ROUTE	DESC. AREA	LEAKS FOUND(S= service M=Main)	LEAK REPAIRED by	GPM LEAK/LEAKED		
9/22/2023	4	Daytime leak detection - Deer Haven Rd	S	9/23/2023			
10/12/2023	4	Daytime leak detection - Rt. 25 Master Meter to Iron Bridge on Rt. 25					
10/12/2023	4	Daytime leak detection - Cooper Rd	S				

Summary
2 Leaks Found
1 Leaks Repaired

EXTENSION
FAMILY AND COMMUNITY DEVELOPMENT

Homespun News

November
December
2023

Harrison County

Family & Community Development Newsletter

C-3

Inside this issue:

Important Events	1
Announcements, Upcoming Workshops, Featured Project	2
Calendar of Events, Workshop Ideas? Cancellation Policy	3
Poetry Contest Winner	4
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Homespun Humor, Contact Information	7

County Council To Meet Nov. 6

Join your fellow CEOS members for the final County Council meeting of the year. The meeting will start at 9:30 a.m., Monday, November 6 in the 4-H Center.



Final plans for the annual Achievement and Demonstration Day will be announced. You can drop off your finished scarves for distribution at the VA hospital.

There will be an authors' forum involving several local writers, who will be displaying their books for those who wish to purchase holiday gifts or just stock up on their reading material for those winter months.

The 2024 Blue Yearbook Out Soon

The 2024 Blue Yearbook will again be in the larger format, and distribution is planned for the January County Council meeting. No yearbooks will be mailed. Any changes from last year's publication, such as club meeting times, should be forwarded to the Extension Office as soon as possible.



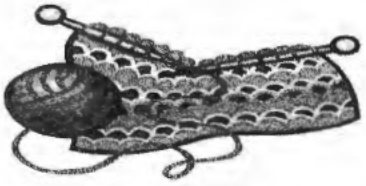
Committee Reports Due Nov. 30



Club committee chairs should remember to complete the reports and send it to John Wickline, 1117 Good Hope Pike, Clarksburg, WV 26301 by Nov. 30 so that the county committee chairs can compile the information and send it on to the state officers by Jan. 30, 2024.

Drop Off Your Scarf at the Extension Office

Those members who have made scarves for the VA nursing home can drop them off at the Extension Office between 8 a.m. and 4 p.m., Monday through Friday by Thursday, Nov. 16 so that arrangements can be made to get them to the VA hospital officials for distribution before winter. Thank you for making this community service project a successful one.



County Belle for 2024

The West Virginia Folk Festival has asked that our County Belle be determined by Jan. 15, 2024. Any person wanting to represent Harrison County at the June festival in Glenville should contact the Extension Office for details.

Featured Project

Tray Favors for Hospice Patients

If you are looking for a great community service project, you might think about participating in a program designed to brighten the day of someone struggling through difficult times during an illness.

The Auxiliary to the United Hospital Center has been concentrating its efforts on those who are receiving services through the WVU People's Hospice at UHC.

The tray favors can be any crafty item and can include wrapped candy or sweet treat. About 75 favors are needed for each holiday or month, but you need not provide all 75 favors. Various groups involved in the project can be combined to ensure there are enough to go around. If you wish to participate in the project, you can call Ceffie Haught at 304-629-0279 or 304-842-5132 to make the necessary arrangements regarding the number of tray favors your group can provide and which holiday or month you wish to do.

The holidays include Labor Day, Halloween, Veterans Day, Thanksgiving, Christmas, New Year's Day, Valentine's Day, St. Patrick's Day, Easter, Memorial Day, and Independence Day. June and August can be any theme.

Please update your contact information



Some newsletters and other mailings have been returned lately to the West Virginia University Extension Office, meaning important information is not reaching its intended destination in a timely fashion. Please make sure your contact information, both addresses and telephone numbers, is correct on your club's roster sheet. Any changes can be made by calling the Extension Office at 304-624-8650 between 8 a.m. and 4 p.m., Monday through Friday, so we can update any changes. Thank you for your attention to this matter.

Fun & Games Workshop Nov. 3

If you enjoyed this event the first time, come back again and bring a friend. The workshop will begin at 9:30 a.m., Friday, Nov. 3 at St. Mark's Church. Bring your favorite game or just jump in with another already there. Some crafts will be available. The day will last as long as you wish. Bring a lunch or a snack. There is no charge to attend this event. See you there!

2024 CEOS Lessons Chosen

The schedule of the Lesson Leader Trainings will be printed in the Blue Yearbook.

- Bridging the Gap: Involving Younger Generations
- Home Grown Appalachian Crafts from the Past
- Jackson's Mill at 100
- The Art of the Afternoon Tea
- The Bloom Room: Floral Design Basics
- Beverly, WV: Small Town, Big History
- Take Me Home, Country Roads
- Mighty Microgreens: Big Nutrition, Small Package
- Preventing Suicide in Our Communities
- Dancing for the Health of It
- Teaching Heritage Cooking to Children: Part II
- Restoring and Refinishing Furniture

In appreciation for all that you do!

Sincerely,
John Wickline,
Program Assistant



Programs and activities offered by the West Virginia University Extension Service are available to all persons without regard to race, color, sex, disability, religion, age, veteran status, political beliefs, sexual orientation, national origin, and marital or family status. When registering for programs, please designate special access or dietary needs three weeks prior. The information given herein is supplied with the understanding that no discrimination is intended and no endorsement by the Cooperative Extension Service is implied.

Mark Your Calendar

Please Note: Workshops & events are subject to change.



November 2023
- 3 Fun & Games Workshop
- 6 County Council
- 16 Achievement/Demonstration Day

December 2023
- 25 Merry Christmas

January 2024
- 5 Lesson Leader Training
- 8 Executive Board Meeting
- 12 Leadership Training
- 22 County Council Meeting

February 2024
- 2 Lesson Leader Training
- 26 Executive Board Meeting

March 2024
- 1 Lesson Leader Training
- 4 County Council Meeting

April 2024
- 5 Lesson Leader Training
- 12 Workshop TBA
- 22 Executive Board Meeting

May 2024
- 3 Lesson Leader Training
- 13 County Council & Cultural Arts Show
  Collect items for Energy Express
- 17 Workshop TBA
- 20 VA Donation Collection

June 2024
- 7 Lesson Leader Training
- 14 International Lunch or Workshop TBA
- 28 Photo Contest Entries Due

July 2024
- 1 Executive Board Meeting
- 8 County Council & Picnic (evening)
  Collect cleaning supplies
- 12 Workshop TBA
- 16-18 NVON Conference, Asheville, NC

August 2024
- 1 CVH Hours Due
- 2 Workshop TBA
- 2 Poetry, Short Story Contest Deadline
- 26 Executive Board Meeting

September 2024
- 9 County Council Meeting
- 13 Workshop TBA

October 2024
- 8-10 WVCEOS Conference
- 18 Workshop TBA
- 28 Executive Board Meeting
- 30 Reorganization Forms Due
- 30 Club Committee Reports Due

November 2024
- 1 Workshop TBA
- 4 County Council Meeting
- 15 Achievement & Demonstration Day

December 2024
- 25 Merry Christmas

Workshops sought for 2024

Have an idea for a workshop for next year? Do you have a craft or community service idea you would like to see the CEOS do? The Extension Office is in the process of setting up workshops for 2024, and we would like to include your thoughts as to what types of workshops you would like to see on the schedule. Please email us at the address on page 7, or call us at 304-624-8650, and we will try to find a workshop leader and a date for that event.

Weather Cancellation Policy

If school is cancelled and the buses are not running in Harrison County due to inclement weather on a day a county meeting or activity is scheduled, the event will automatically be cancelled. A school delay has no influence on CEOS activities.

"Conversation"
Winner, Harrison County Poetry Contest
By Joy Welchel, Sycamore CEOS

The conversation of the ocean
As it caressed the snow-white sand
Told the tale of life and beauty
In a far and distant land

It told of wealth and bounty
Of the riches of the few
How they live the life of plenty
Of the luxuries that they knew

It told of the poor and hungry
How they toiled and worked the land
How their backs ached from their labor
And the blisters on their hands

How it hurt to see their children
Lie hungry in the cold
While the rich folks on the hillside
Wear furs and jewels and gold

Don't they know that they are brothers
One people of one land
How peace and love will fill them
If they give one another a hand

CEOS of the Year Forms Due October 30

Just a friendly reminder that the CEOS of the Year forms on pages 30 and 31 of the blue yearbook are due to the Extension Office on October 30. Those with 250 or more points will receive a certificate at the annual Achievement Day celebration.

Achievement & Demonstration Day Set for November 16



Join us for a celebration as we applaud the accomplishments of 2023 with a combined Demonstration Day and Achievement Day at the Harrison County 4-H Center. The theme for this year's event is "Modern Women: Having It All."

Registration will start at 9:30 a.m., and the program will get under way at 10 a.m. The committee is asking everyone to bring a covered dish, and there will be no charge to attend the event. There will be a charity raffle, and a table will be set up for those wishing to trade items such as books, craft materials, etc. Those who won in the May Cultural Arts Show are invited to demonstrate what went into their winning entry, and those wishing to perform a skit or offer up a helpful hint are asked to fill out the form below so that it can be included in the program. Please indicate the number of people who will be participating in your skit, fashion show, demonstration, etc. There will be no stage available. We will also pause to remember those members who are no longer with us.

Skits and Demonstration Registration Form

__ Skit ***__ Demonstration***

Name _____

Club _____

Title _____

Others Involved _____

_____

Please fill out and send in both forms Deadline Nov. 3, 2023

Achievement & Demonstration Day Registration

9:30 a.m., Friday, November 18 at the Harrison County 4-H Center

Name_____

Club_____

Address _____

Telephone _____

Mail to: **John Wickline**
1117 Good Hope Pike
Clarksburg, WV 26301

Deadline: November 3, 2023
Or call 304-624-8650

Marshville Club Celebrating 100th Birthday

The little town of Marshville began its life as a sugar plantation in the early 1800s when Eliza Marsh came to the territory and acquired around 500 acres on Ten Mile at the mouth of Grass Run and New Creek. It is said the bottoms in all four directions from the intersection of Grass Run and Ten Mile were filled with sugar maples and the land consequently became a sugar plantation. The Marsh plantation came to be known as Marsh's Village, which was later shortened to become Marshville.

The Marshville Farm Women's Club was organized June 6, 1923, at the school house. The club was organized by Gertrude Humphreys, the Home Demonstration Agent in Harrison County. Mrs. Harley Wolfe served as the president in the first two years of the Marshville club.



In 1925, the club began making plans to build a community center. They first investigated the Cal Williams property, but found it unsatisfactory. So the club began banking its money to build a new building. The first means of money making was through the paying of dues at 10 cents per month. The club served suppers, made and sold quilts and apple butter, put on entertainments, made door baskets, and solicited magazine subscriptions to help further the cause. Suppers seemed to be the most satisfactory means of raising money. In two years, the club raised more than $1,200. The building was started in March 1930 and completed within two months. A dedication supper was held on May 25 and more than 500 people attended. The building was completed with a debt of $1,500, and that debt was retired within two years because of fund-raising suppers and various donations.

While the club was working to pay off this debt, it still continued to serve the surrounding community. The club helped three families whose homes had burned, contributed to the 4-H Girls Loan Fund, furnished flowers for funerals, and donated books to the Flinderation Community Library.

When the club celebrated its 50th anniversary in 1973, two of its charter members were still living. Members of the club have served in various capacities at the state and county level. Mrs. Ross Lanham and Mrs. O.J. Herrod served on state committees. Mrs. Lanham served as county president, vice president, secretary, and treasurer, and Mrs. Ralph Williams and Mrs. Dennis Bates served as county president and county treasurer respectively.

The club is proud of its many achievements throughout the years, and the club still works to maintain the community center, which is the center of activities for people of all ages in the area. There is much fellowship and many lifelong friendships have developed between the close-working members.

— Historicial information courtesy of the Marshville Extension Homemakers' 60th anniversary program

Homespun Humor

With our second Fun & Games Workshop on the horizon, we will take a look at Scrabble, which proved to be a popular game during our first workshop.

Did you know that Scrabble is the fifth most popular game in the world, ranking behind chess, checkers, backgammon, and Monopoly? In the United States, it's the second most popular game behind only Monopoly.



- Scrabble is sold in 121 countries and comes in 31 different languages. English Scrabble comes with 100 tiles, while Italian and Portuguese versions have 120 tiles. Experts say French is the easiest language to play in because there are so many words that can be expanded simply by adding an E or an S. German is said to be the most difficult because of the difficulty in turning shorter words into longer ones. Languages spoken in China and Japan do not translate into Scrabble tiles.
- If all the Scrabble tiles ever produced were laid end to end, they would stretch around the world at the equator twice.
- When Americans were held hostage in Iran in 1979, they passed the time playing Scrabble using tiles crafted from paper.
- The highest possible score on the first round is 128 points, using the word "muzjiks," meaning a Russian peasant.
- The highest Scrabble score ever recorded in a single turn was 1,782 points, which was achieved by added tiles to words already in place to form the word "oxyphenbutazone," an anti-inflammatory drug. Benjamin Woo played the word across the top of the board, hitting three Triple Word Scores and making seven additional words going downward. The move also netted an extra 50 bonus points, as all seven letters were used in the turn.
- In 2022, more than 500 new words were added to the latest edition of the Official Scrabble Players Dictionary. Some of the new words included "dumpster," "yeehaw," "hangry," and "spork."

— Courtesy of Janet Spencer and Tidbits

WVU Extension Harrison County
1117 Good Hope Pike
Clarksburg, WV 26301
Phone 304-624-8650
Fax 304-624-0017

E-mail:
John.wickline@mail.wvu.edu

"Every day may not be good, but every day has some good in it."

http://harrison.ext.wvu.edu/
http://www.facebook.com/pages/Harrison-County- CEOS

www.wvu.edu

2023 Harrison County CEOS Officers

President	Carolyn Romine Friendly Neighbors CEOS
Vice President	Delores Wilson Stonewood CEOS
Secretary	Patricia Rummel Shinn's Run CEOS
Treasurer	Joann Giovanetti Coburn's Creek CEOS
Board Advisor	Connie Wolfinger Sycamore CEOS

C-9

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 August 17, 2023, Treasurer Ruth Ann Messenger, Secretary Mark Leonard and Member Thomas Michael were present. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering, Sam Harrold or Mountain State Law, Michael Crim of Crim Law and Jason Graser of Edward Jones.

1. Minutes and/or Amended Minutes of Previous Meeting: Leonard moved to approve minutes. Board concurred.
2. Public Comment Period: No one present
3. Jason Graser – Edward Jones
   Reviewed accounts
4. Michael motioned for executive session. Board concurred. Scudere motioned to leave executive session. Board concurred.
5. Patrick Lesmann – P&B Services provided by Bill Hoover
   General update –nothing new to report, all operating as expected.
6. Zack Dobbins – Bennett and Dobbins
   6.1. Drawdown #31 for Enterprise project. Leonard moved to approve as presented. Board concurred.
7. Finance Report provided by Ruth Ann Messenger
   Leonard moved to approve financial transactions. Board concurred. Zack Dobbins provided detail on expenses.
8. Thrasher Group, Inc.
   8.1 Sewer
   8.1.a Phase II
   - Funding still available on contract.

   8.1.b Enterprise Project
   - Filed last pay application.

   8.1.c Sludge Removal Project
   - Notice of acceptability of work presented to board. No action needed.

   8.1.d Quiet Dell
   - Received geotechnical report back. Working on layout. One pump station would be on DOH right-of-way which we will have to work on. Nutter Fort has started the work on their project.

   8.1.e Woodstock Heights Sanitary Sewer Extension Project
   - CE is drafted and facility plan is approved with DEP.

   8.1.f 10-year plan Sewer
   - Copies provided of 10-year plan as per discussions last month. Rate relief included.

   8.1.g River Crossings
   - Waiting on EPA. Some survey and field work are completed.

   8.2 Water
   8.2.a Steven's Run
   - A couple small minor issues related to culvert. Waiting on property owner to complete some work.

   8.2.b Overall Water Project
   - Areas laid out.

8.2.c 10-year plan Water

- Copies provided of 10-year plan as per discussions last month.

9. Bill Hoover – General Manager

9.1 Water

9.1.a Water loss overall 26%, VGH 20%, LCMC 38% and QD 11%. Coon's Run water loss was at 26%.

9.1.b . Water Leak Report – No leak detection this month due to TTHM's.

9.1.c. PSC is requesting records on all Fire Hydrants.

9.2 Sewer

9.2.a. General Update – Met with the City of Shinnston. Agreement has been signed without filing a formal complaint. All stations are working well, there are some structural issues that need addressed before fall.

9.3 Good of the District

9.3.a. AML money is available on for potential customers on Buffalo Lake Road. DNR did some testing on customer side near Mt. Olive area. Waiting to hear from AML before moving forward with designs.

9.3.b. Leak adjustment modification not yet available.

9.3.c. Open account at Harrison County Bank for Coon's Run to transfer funds and update signature cards. Leonard motioned to approve as presented. Board concurred.

Leonard moved to adjourn meeting. Board concurred.

Chairman_____
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary Raymond M Leonard
Mark Leonard

Member Thomas Michael
Thomas Michael

Member Gary Auvil
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-10

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 September 21, 2023, Treasurer Ruth Ann Messenger, Secretary Mark Leonard, Member Thomas Michael and Gary Auvil were present. Also present were Bill Hoover, General Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff and Clay Riley of Thrasher Engineering, Sam Harrold or Mountain State Law and Michael Crim of Crim Law.

1. Minutes and/or Amended Minutes of Previous Meeting: Michael moved to approve minutes with adding the reasoning for executive which was legal. Board concurred.
2. Public Comment Period: No one present
3. Patrick Lesmann – P&B Services provided by Bill Hoover
   General update –Package plants operating well. Pheasant Ridge poses some problems with leaves and location of plant.
4. Zack Dobbins – Bennett and Dobbins
   4.1. Pay Requisition #3 – Route 20 Quiet Dell for submission to Harrison County Commission. Auvil moved to approve as presented. Board concurred. Resolution #5 - for IJDC Lagoon Project. Leonard moved to approve as presented. Board concurred. After reviewing the request for low income customers, in reviewing West Virginia Water, customers would have to go through DHHR to get approved, we would bill customers full amount, then discount rates based on what they were approved for. We looked at how you would get reimbursed. West Virginia Water was building the discount into their rates. There is no way of knowing how many customers would qualify for the discount if we tried to build into rates. The discount doesn't affect as many seniors. We could look at reducing the minimums for rates, however we would have to do a bill analysis. To compensate for that you would have to raise the higher user rates. Recommend discussing with the County Commission before going forward. Michael motioned for board to authorize accountant contact Harrison County Commission as a way of helping low- and fixed-income customers with their bills. Board concurred.
5. Finance Report provided by Ruth Ann Messenger
   Scudere moved to approve financial transactions. Board concurred. Zack Dobbins provided detail on expenses. Michael questioned expenses for Quick Books, Michael Inc. and transfers.
6. Thrasher Group, Inc.
   6.1 Sewer
   6.1.a Phase II
   - Will provide information as needed. We still have not drawn all the funding for USDA. We would like to move forward with the sludge press. Michael motioned to move forward with sludge press. Board concurred.

   6.1.b Enterprise Project
   - A few complaints came up this month which seem to be tied with customer being tied to old community system. No issues found when camera crew investigated.

   6.1.c Sludge Removal Project
   - Received all closeout requirements. Copy of notice of acceptability of work provided.

   6.1.d Quiet Dell

- All of the line is laid out, we are starting the right-of-way process. We have right-of-way exhibit's that Bill has requested for each individual, also included a form for special requests. We need a public meeting scheduled prior to the next board meeting. Meeting scheduled for October 11th.

6.1.e Woodstock Heights Sanitary Sewer Extension Project

- Requested updates from funding agency.

6.1.f 10-year plan Sewer

- Nothing new presented.

6.1.g River Crossings

- Waiting on EPA still. Survey and preliminary layout started. Getting quotes on directional drilling.

6.2 Water

6.2.a Steven's Run

- Bill and I will do a 11 month walk through next Wednesday. Working on a couple clean up items.

6.2.b Overall Water Project

- Brushy Fork and Coon's Run are pretty much done. Still working on what needs done in Lost Creek.

6.2.c Buffalo Lake Road Water Line Extension

- Recent conversation from Buffalo Lake potential customer claims qualify for AML funding. We have to file application and then AML will come out and review. Could be possible water line extension. Michael motioned to move forward with AML funding as presented. Board concurred.

6.2.d 10-year Plan Water

- Nothing new presented.

7. Bill Hoover – General Manager

7.1 Water

7.1.a Water loss overall 28%, VGH 20%, LCMC 41% and QD 12%. Coon's Run water loss was at 11%.

7.1.b . Water Leak Report – Lost Creek/Mount Clare repaired 1 main and 5 service lines. Valley of Good Hope repaired 1 main and 1 service line.

7.1.c. DOH is taking a while for permits. Isaacs Creek recently had flood and line broke at Stutler's Fork, we've done a temporary fix until we can get the materials. It took a while to get water shut off until the water went down. The Batton Hollow control panel was finally installed and is up and running. Julia Childers is the new Chief Water Operator.

7.2 Sewer

7.2.a. General Update – Plant is doing well. We need to complete the splash units. The sludge project was a huge help. All issues with grinder stations have been repaired, Shuman's Welding is working on 3 lids. Issue on Duck Creek where we need to relocate pump.

7.3 Good of the District

7.3.a. Signatures obtained from Ruth Ann Messenger and Mark Leonard for Coon's Run, Harrison County Bank account signature cards.

7.3.b. Employee handbook needs ratified. We don't have a formal signed copy on file. Michael motioned to approve and ratify the Employee handbook. Board concurred.

8. Sam Harold – Mountain State Law

8.1 Motion needed for adjustments to only pertain to qualified leaks, commercial landscaping and pools. PSC recommended we have a resolution that the only adjustments will be in accordance to policy.

8.2 DEP boat ramp access has a few issues highlighted which we do not want to accept and I will revise. Board confirmed changes and will provide to board for final review.

9. Executive Session

Michael motioned to move into Executive session to discuss outstanding Legal Issues. Board concurred. Michael motioned to leave Executive session. Board concurred..

Leonard moved to adjourn meeting. Board concurred.

Chairman_____
James Scudere

Secretary Raymond D. Mark Leonard
Mark Leonard

Member Mary Ann Gary Auvil
Gary Auvil

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Member Thomas Michael
Thomas Michael

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