Wednesday, December 20, 2023
11:00 A.M.

The Harrison County General Services Building 229 South Third St. 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: 26301

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

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Xavier Sinnett --- New Hire --- Effective 12-26-2023 --- L.E.**
   - **B. John Laulis --- Retirement --- Effective 12-31-2023 --- L.E.**
   - **C. Karen Slack --- New Hire Director --- Effective 01-10-24 --- Animal Control**
   - **D. Whitney Newlon --- Deputy Director --- Effective 12-25-2023 --- Animal Control**
4. **Minutes and /or Amended Minutes of Previous Meeting: (NONE)**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Vendor list of payments**
6. **Exonerations --- Corrective Tickets --- Joint Property Application: (NONE)**
7. **Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:**
   - **A. Requisition for Payment No. 10 --- Developer --- White Oaks --- $ 329,871.32**
8. **Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County**

9. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)
10. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: (NONE)
11. Review – Discuss – Consider Service Agreement for Election Machines
12. Review – Discuss – Consider T-2. MOU between Harrison County Commission and the City of Clarksburg (12-06-2023)
    - A Original MOU
    - B Changes to MOU
13. Review – Discuss – Consider CY 2024 HIDTA Subaward Agreement
14. Review – Discuss – Consider FY 2021 Emergency Management Performance Grant Award
15. Review – Discuss – Award winners for the Christmas Decorating competition
    - Best Department
    - Best Office/workspace
16. Review – Discuss – Consider Dollar General Store #25331, Enterprise, WV ABCA License (Application & Letter from Commission)
17. Review – Discuss - Consider Authorizing County Attorney to Draft Letter to GE re: Timely Payment and Satisfaction in Full of Steptoe & Johnson Invoice
18. Review – Discuss – Consider Order for Delinquent or Unprogressed Estates
19. Administrator's Report
20. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 12-06-2023 thru 12-12-2023
B. Monthly Fiduciary Commission Settlements: (NONE)
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. LEPC (Local Emergency Planning Committee) – Agenda – 12-13-2023
    2. LEPC – Meeting Minutes – 08-11-2023
    3. Sun Valley PSD – Meeting Minutes – 11-14-2023
    4. Sun Valley Vendor Invoice Report – 11-30-2023
    5. Greater Harrison County PSD – Agenda 12-21-2023
    6. Greater Harrison County PSD – Financials 11-30-2023
D. Final Report –Special Funding Request -- Clarksburg Harrison Regional Housing Authority
E. Thank you Letter from WV Veterans Nursing Facility for Donation

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. MOU between Harrison County Commission and the City of Clarksburg (12-06-2023)

PAYROLL CHANGE NOTICE

3-A

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/26/2023		

NAME	ADDRESS
Xavier Sinnett	

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

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 12/26/2023 Please pay Starting Deputy salary Sheriff's Office law Enforcement Pay Scale 2023-2024

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Ralph G. Mathis, Sheriff	DATE 12/12/2023
HUMAN RESOURCES MANAGER	DATE

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Amsterdam

PAYROLL CHANGE NOTICE

3-B

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/31/2023		| | | - | | - | | | |

NAME	ADDRESS
John Laulis	

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

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Retirement effective 12/31/2023.

Please award 135 sick hours towards retirement and please pay

158 vacation hours.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Kate J. Matthews, Sheriff	DATE 12/18/2023
HUMAN RESOURCES MANAGER	DATE

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Amsterdam

3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/10/2024		| | |-| | |-| | | | |
NAME: Karen Slack		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 716 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE		B-1
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Director of Animal Control

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Pyle	DATE 12/14/2023

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Amsterdam

PAYROLL CHANGE NOTICE 3-D

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/25/2023		| | |-| | |-| | | | |

NAME	ADDRESS
Whitney Newton	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		776	

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) Deputy Director of Animal Control

8-5 50,859

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Ryan	DATE 12/18/2023

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Date of Meeting	20-Dec-23	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	US Bank	Greater Harrison PSD	$38.31								
Couty Commission	US Bank	Maintenance	$49.90								
County Commission	Liberty Dist	Supplies	$2,030.00								
County Commission	Glen Elk Iron	Wellness -- Nov.	$96.00								
County Commission	Greater Harrison PSD	Water	$42.14								
County Commission	Judicial Dialog Systems	Maintenance & Support	$7,600.00								
County Commission	The Water Shop	Water	$71.00								
County Commission	Pace Shredding	Paper Shredding	$383.00								
County Commission	MonPower	Deductable	$2,500.00								
County Commission	Schindler Elevator Corp	Elevator Repair	$510.78								
County Commission	US Cellular	Cell Service	$3,102.07								
County Commission	City of Clarksburg	Fire Fee	$1,215.00								
County Commission	Michel, Inc.	Electrician	$959.98								
County Commission	Hart Office Supply	Copy Rental	$128.01								
County Commission	Arc of Harrison County	Critchfield - Pay	$450.00								
County Commission	Truist	Desk Calendars	$102.55								
County Commission	Ace Aggregates	North Trail	$1,755.48								
County Commission	Snell & Wilmer	Counsel -- Bonds	$2,568.00								
County Commission	Frontier	Internet/Phone	$22.15								
County Commission	Gesk Moritz	Attorney	$607.50								
County Commission	Otis Elevator	Repair	$28,560.60								
County Commission	StateElectric	Supplies	$272.95								
County Commission	US Cellular	Cell service	$664.03								
County Commission	Emcor	Agreement Payment	$5,270.00								
County Commission	MVB Bank	609 W. Main St. Payment	$6,222.12								
County Commission	Harrison County Bank	Airport Property Payment	$34,395.48								
Animal Control	Auddbon Animal Clinic	Rabies Innoculations			$3,372.70						
Process	Skasiks Cleaners	Dry Cleaning	$77.50								
Process	US Cellular	Phone	$177.56								
Law Enforcement	Truist	Various Accounts	$253.87								
Law Enforcement	Truist	Vernon	$175.90								
Law Enforcement	Truist	C. Harris	$50.49								
Law Enforcement	Sandy's	Key	$7.58								
Law Enforcement	10-42 Tatical	Rain Hat Covers	$149.05								
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	$125.91								
Law Enforcement	US Cellular	Phone	$2,536.49								
Law Enforcement	Skasiks	Dry Cleaning	$157.15								
Law Enforcement	Truist	Matheny									$29.85
Security	Skasiks	Dry Cleaning			$162.65						
911	Frontier	Phone		$5,038.07							
911	Frontier	Internet Access			$210.00						
911	WM Corporate Services	Waste Collection			$186.17						
911	APCO	Recertification		$195.00							
911	WV Correctional Ind.	Street Sign		$62.04							
911	WV Correctional Ind.	Street Signs		$124.09							
911	Lowes	Cleaning Supplies			$37.37						

5-A

Date of Meeting	20-Dec-23	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
911	Emcor	HVAC Repairs								$740.83
911	Emcor	Service Agreement			$1,011.25					
911	Emcor	Service Agreement			$1,011.25					
911	Emcor	Service Agreement			$1,011.25					
911	RD Wilson	Cleaning Supplies			$116.14					
911	Frontier	Back up Data Circuit		$766.00						
Prosecuting Atty	Tara Perri	Reimbursement	$72.51							
Prosecuting Atty	Astthew Bender & Co	Books	$700.46							
Prosecuting Atty	Truist	Various Charges	$1,166.27							
Prosecuting Atty	James Armstrong	Reimbursement	$202.72							
Prosecuting Atty	Patricia Dettori	Reimbursement	$24.65							
Prosecuting Atty	Samantha Elkins	Reimbursement	$173.27							
Prosecuting Atty	John Lanham	Reimbursement	$149.58							
Prosecuting Atty	Laura Pickins	Reimbursement	$196.42							
Prosecuting Atty	Brad Pustolski	Reimbursement	$163.10							
Prosecuting Atty	William Walker	Reimbursement	$323.94							
Prosecuting Atty	Kevin Watson	Reimbursement	$189.31							
Community Corrections	BestNotes	Monthly Fee				$507.00				
Community Corrections	Taylor Rolenson	Reimbursement				$375.00				
Community Corrections	TRAC Solutions	Monitoring Fees				$6,955.00				
Community Corrections	Panhandle Cleaning & Restoration	Sterlization				$247.50				
Community Corrections	Alcohol Monitoring Systems	Monitoring Fees				$1,229.60				
Community Corrections	Micro Distributing	Analysis				$29,641.15				
Community Corrections	US Bank	Various Charges				$537.56				
Community Corrections	BestNotes	EMR Later Fee				$7.61				
Community Corrections	CDW G	Printer				$96.74				
Community Corrections	Lowes	Materials for Office				$169.22				
Community Corrections	James & Law	Office Supplies				$63.75				
Community Corrections	Alere Toxicology	Urine Analysis				$1,609.84				
Community Corrections	HC Community Corrections	Rent				$15,000.00				
Community Corrections	Uline	Supplies				$207.84				
Planning Dept.	Mimi Rifle	Consulting Fee/Mileage								$389.04
County Garage	Hotsy Equipment Co.	Supplies	$52.00							
County Garage	Lowes	Supplies	$66.77							
Parks & Rec	WV University	Books Energy Express			$1,152.00					
Parks & Rec	Unifirst	Rugs			$29.08					
Parks & Rec	Clks Water Board	Water			$137.59					
Parks & Rec	Unifirst	Rugs			$29.08					
Parks & Rec	US Bank	Various Charges			$1,001.67					
Parks & Rec	Enterprise Sanitation	Garbage			$414.82					
Parks & Rec	Visual Edge	Copier Rental Adjustment			$9.24					
Parks & Rec	Summit Park PSD	Water Service			$124.61					

Date of Meeting	20-Dec-23	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
			$106,809.55	$6,185.20	$10,016.87	$56,647.81	$0.00	$0.00		$1,159.72
					Grand Total :	$180,819.15				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

7-A.

REQUISITION FOR PAYMENT FROM
SERIES 2021 B BONDS PROJECT FUND

$6,422,000
The County Commission of Harrison County
Amended and Restated Subordinate Tax Increment Revenue Bonds
Series 2021 B Taxable
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT NO. 10

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), and High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2021 B Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2021 B Bonds"), dated as of May 25, 2021 (the "Original Indenture") between the Issuer and United Bank, as trustee thereunder (the "Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture") and a Development Agreement (the "Original Development Agreement"), dated May 25, 2021, by and between the Issuer and the Developer, as amended by a First Amendment to Development Agreement, dated as of August 11, 2023 (the "Amended Development Agreement" and together with the Original Development Agreement, the "Development Agreement"), that:

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

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

3. The total amount requested to be disbursed pursuant to this Requisition is $329,871.32. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $329,871.32 is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Issuer or the Developer; and

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

4. The Trustee is directed to forward this Requisition to the Series B Purchaser and, upon receipt of requested funds from the Series B Purchaser and the deposit of such funds by the Trustee into the Series 2021 B Bonds Project Fund to thereafter disburse from the Series 2021 B Bonds Project Fund to the parties and in the amounts indicated in this Requisition or alternatively credit such sum to the principal amount and purchase price of the Series 2021 B Bonds in the event such amount has previously been paid by the Developer and proof of such payment is submitted herewith.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and by the Developer by their duly Authorized Officers this 20th of December, 2023.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

HIGH TECH CORRIDOR DEVELOPMENT, LLC as Developer

By: _____
Its Authorized Officer

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

H. WOOD THRASHER, MANAGER, as Resident Project Representative for the Phase III TIF Project, hereby certifies that the portion of the Phase III TIF Project for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the Issuer and the Developer.

H. WOOD THRASHER
RESIDENT PROJECT REPRESENTATIVE

By: _____
Name: H. WOOD THRASHER
Title: MANAGER

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $329,871.32

(2) Reimbursement to the Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.				
2.		SEE ATTACHED SCHEDULE		
3.				
TOTAL				$329,871.32

(3) Payment to third party payees:

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

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

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

High Tech Corridor Development, LLC
Developer Reimbursements
Schedule I
Payment Application 10

Vendor	Description	Date of Payment	Amount	
City of Bridgeport	Grading permit	7/7/2023	6,851.00	Paid by High Tech Corridor ck 4153
The Thrasher Group	Invoices 1027575, 1027999, 1028403, 1029486, 1030035	12/12/2023	109,297.58	Paid by Clear Mt Bank ck 3299
Wolfe's Excavating Inc	Pay Apps 1-3, Invoice 26339	12/12/2023	213,722.74	Paid by Clear Mt Bank ck 3300
			$ 329,871.32	

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

December 14, 2023

Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Dear Commissioners,

I certify that all the invoices included with Requisition for Payment Number 10, Series 2021B (Development District No. 3 – White Oaks) Bonds have been paid by the Developer, High Tech Corridor Development.

Sincerely,



H Wood Thrasher
Manager, High Tech Corridor Development

.

4153

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

Clear Mountain Bank

7/7/2023

PAY TO THE ORDER OF CITY OF BRIDGEPORT $ **6,851.00

Six Thousand Eight Hundred Fifty-One and 00/100********** DOLLARS

City of Bridgeport
515 MAIN STREET
BRIDGEPORT, WV 26330

AUTHORIZED SIGNATURE

MEMO Grading permit fee - Oakwood Estates

Bradley Banks, Division Bank

High Tech Corridor Development, LLC 4153

CITY OF BRIDGEPORT 7/7/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/7/2023	Bill	Grading Permit-7/23	6,851.00	6,851.00		6,851.00
					Check Amount	6,851.00

Clear Mt Bank Check Grading permit fee - Oakwood Estates 6,851.00

High Tech Corridor Development, LLC 4153

CITY OF BRIDGEPORT 7/7/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/7/2023	Bill	Grading Permit-7/23	6,851.00	6,851.00		6,851.00
					Check Amount	6,851.00

Clear Mt Bank Check Grading permit fee - Oakwood Estates 6,851.00

PRODUCT DETAILS USE WITH 61489 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

Michele Underwood

From: Austin Thrasher
Sent: Friday, July 7, 2023 9:19 AM
To: Michele Underwood
Subject: Re: City Grading Permit

That would be great. Thank you!

Get Outlook for iOS

From: Michele Underwood <munderwood@thethrashergroup.com>
Sent: Friday, July 7, 2023 7:33:53 AM
To: Austin Thrasher <athrasher@thethrashergroup.com>
Subject: City Grading Permit

Hi Austin,
Rhonda from the city just called and said that they approved the grading permit for High Tech and if they got a check today the fee would be $6,851. If we wait until Monday the fee will be $9,930 because of a increase in fees on that date. Therefore, I know we will want to get the check to them today. I see your message that you are out of the office so hopefully that is ok with you. I can run the check over there today.

Thank you,
Michele

MICHELE UNDERWOOD, CPA
Accountant | The Thrasher Group, Inc.
Office 304-326-6384 | 800-273-6541
600 White Oaks Blvd., Bridgeport, WV 26330
www.thethrashergroup.com

THIS DOCUMENT HAS INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT - ARTIFICIAL WATERMARK ON BACK - HOLD AT ANGLE TO VIEW

VOID VOID VOID VOID

Clear Mountain Bank

WHITE OAKS OFFICE
P.O. BOX 265
BRUCETON MILLS, WV 26525

CASHIER'S CHECK

December 12, 2023

0003299

REMITTER High Tech Corridor $ 109,297.58

One Hundred Nine Thousand Two Hundred Ninety Seven and 58/100**** Dollars

PAY TO THE ORDER OF The Thrasher Group

AUTHORIZED SIGNATURE

DOCUMENT CONTAINS A VOID PANTOGRAPH AND MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW

0003299

December 12, 2023

High Tech Corridor

$ 109,297.58

**** One Hundred Nine Thousand Two Hundred Ninety Seven and 58/100****

The Thrasher Group

Customer Copy

THRASHER

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

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

April 5, 2023
Project No: T30-11200.00
Invoice No: 1027575

Invoice Total **$39,720.00**

Project T30-11200.00 Oakwood Estates

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering & Permitting Services	59,500.00	46.00	27,370.00	0.00	27,370.00
Bidding	10,000.00	0.00	0.00	0.00	0.00
Surveying	19,000.00	65.00	12,350.00	0.00	12,350.00
Construction Administration	12,000.00	0.00	0.00	0.00	0.00
Total Fee	100,500.00		39,720.00	0.00	39,720.00
	Total Fee				**39,720.00**
			Total this Phase		**$39,720.00**
			Total this Invoice		**$39,720.00**

Project Manager MARCUS CARNEGIE

THRASHER
ARCHITECTURE | ENGINEERING | FIELD SERVICES

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

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

May 9, 2023
Project No: T30-11200.00
Invoice No: 1027999

Invoice Total **$10,883.47**

Project T30-11200.00 Oakwood Estates

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering & Permitting Services	59,500.00	50.00	29,750.00	27,370.00	2,380.00
Bidding	10,000.00	50.00	5,000.00	0.00	5,000.00
Surveying	19,000.00	65.00	12,350.00	12,350.00	0.00
Construction Administration	12,000.00	0.00	0.00	0.00	0.00
Total Fee	100,500.00		47,100.00	39,720.00	7,380.00
	Total Fee				**7,380.00**
			Total this Phase		**$7,380.00**

Phase 650 Conceptual
Professional Personnel

		Hours	Rate	Amount
Sr. Project Engineer				
PITMAN, JOHN	1/16/2023	.50	154.87	77.44
PITMAN, JOHN	1/17/2023	2.00	154.87	309.74
Principal Architect				
BAKER, CRAIG	10/31/2022	2.00	235.90	471.80
BAKER, CRAIG	11/3/2022	2.00	235.90	471.80
BAKER, CRAIG	11/4/2022	1.00	235.90	235.90
BAKER, CRAIG	11/7/2022	2.00	235.90	471.80
BAKER, CRAIG	11/9/2022	1.00	235.90	235.90
Intern				
SLAUGHTER, DEILAND	10/17/2022	.25	65.55	16.39
SLAUGHTER, DEILAND	11/4/2022	3.00	65.55	196.65
SLAUGHTER, DEILAND	1/10/2023	1.50	65.55	98.33
SLAUGHTER, DEILAND	2/7/2023	.25	65.55	16.39

SLAUGHTER, DEILAND	3/7/2023	3.25	65.55	213.04	
SLAUGHTER, DEILAND	3/8/2023	1.75	65.55	114.71	
SLAUGHTER, DEILAND	3/9/2023	2.75	65.55	180.26	
SLAUGHTER, DEILAND	3/10/2023	1.50	65.55	98.33	
SLAUGHTER, DEILAND	3/13/2023	1.25	65.55	81.94	
SLAUGHTER, DEILAND	3/22/2023	1.25	65.55	81.94	
SLAUGHTER, DEILAND	3/23/2023	.50	65.55	32.78	
SLAUGHTER, DEILAND	3/28/2023	.50	65.55	32.78	
SLAUGHTER, DEILAND	4/20/2023	1.00	65.55	65.55	
Totals		29.25		3,503.47	
Total Labor					**3,503.47**
			Total this Phase		**$3,503.47**
			Total this Invoice		**$10,883.47**

Project Manager MARCUS CARNEGIE

THRASHER

ARCHITECTURE | ENGINEERING | FIELD SERVICES

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

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

June 13, 2023
Project No: T30-11200.00
Invoice No: 1028403

Invoice Total **$30,277.71**

Project T30-11200.00 Oakwood Estates

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering & Permitting Services	59,500.00	94.00	55,930.00	29,750.00	26,180.00
Bidding	10,000.00	70.00	7,000.00	5,000.00	2,000.00
Surveying	19,000.00	68.00	12,920.00	12,350.00	570.00
Construction Administration	12,000.00	0.00	0.00	0.00	0.00
Total Fee	100,500.00		75,850.00	47,100.00	28,750.00
	Total Fee				**28,750.00**

Phase 300 Engineering and Permitting

Reimbursable Expenses

DIRECT BILLABLE PERMITS

4/6/2023	WVDEP Permitting	1,170.00	
6/1/2023	WV DEPT OF HEALTH & HUMAN RES.	300.00	
	Total Reimbursables	**1,470.00**	**1,470.00**

Phase 650 Conceptual

Reimbursable Expenses

4/26/2023	D'ANNUNZIO, ANJELICA	Window Wraps for Cathy	57.71	
	Total Reimbursables		**57.71**	**57.71**
		Total this Phase		**$57.71**
		Total this Invoice		**$30,277.71**

Project Manager MARCUS CARNEGIE

THRASHER

ARCHITECTURE | ENGINEERING | FIELD SERVICES

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

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

August 23, 2023
Project No: T30-11200.00
Invoice No: 1029486

Invoice Total **$13,407.50**

Project T30-11200.00 Oakwood Estates

Fee

Billing Phase	Budget	Percent Complete	Earned	Previous Billing	Current Billing
Engineering & Permitting Services	59,500.00	100.00	59,500.00	55,930.00	3,570.00
Bidding	10,000.00	100.00	10,000.00	7,000.00	3,000.00
Surveying	19,000.00	85.00	16,150.00	12,920.00	3,230.00
Construction Administration	12,000.00	20.00	2,400.00	0.00	2,400.00
Materials Testing & Inspection	70,000.00	1.725	1,207.50	0.00	1,207.50
Total Fee	170,500.00		89,257.50	75,850.00	13,407.50
	Total Fee				**13,407.50**
			Total this Phase		**$13,407.50**
			Total this Invoice		**$13,407.50**

Project Manager MARCUS CARNEGIE

THRASHER

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

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

October 05, 2023
Project No: T30-11200.00
Invoice No: 1030035

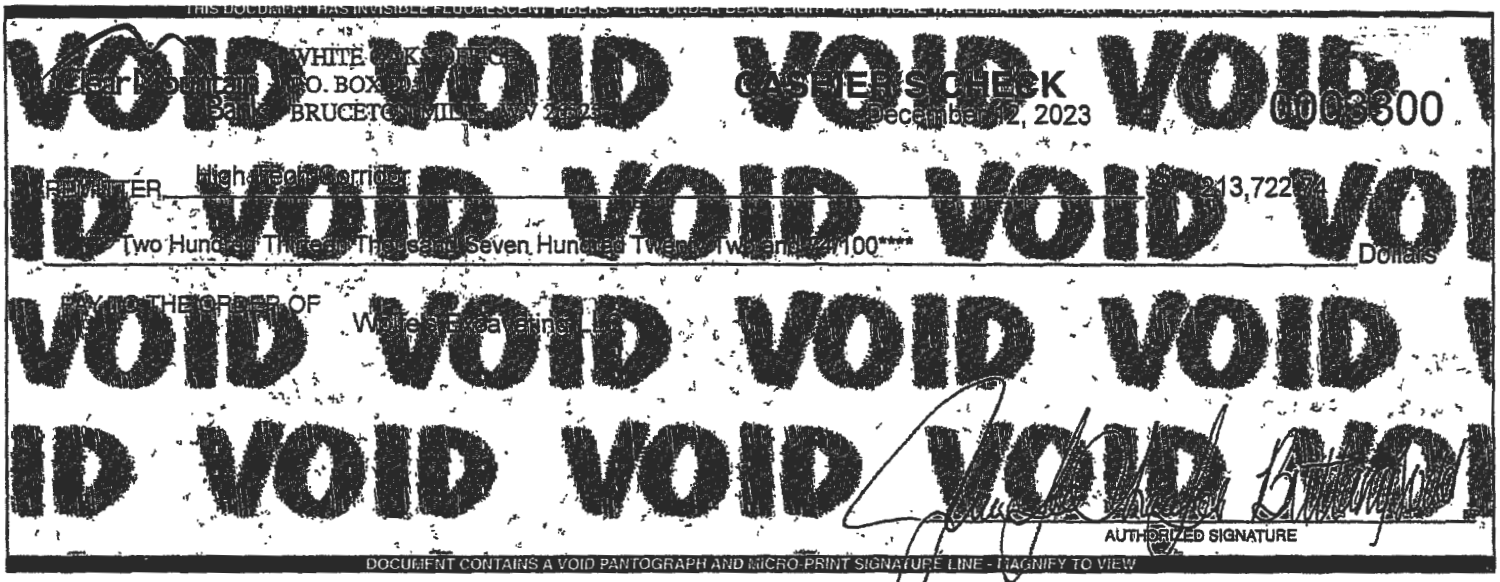
Invoice Total $15,008.90

Project T30-11200.00 Oakwood Estates

Billing Phase	Budget	Percent Complete	Earned	Previous Billing	Current Billing
Engineering & Permitting Services	59,500.00	100.00	59,500.00	59,500.00	0.00
Bidding	10,000.00	100.00	10,000.00	10,000.00	0.00
Surveying	19,000.00	85.00	16,150.00	16,150.00	0.00
Construction Administration	12,000.00	20.00	2,400.00	2,400.00	0.00
Materials Testing & Inspection	70,000.00	23.1663	16,216.40	1,207.50	15,008.90
Total Fee	170,500.00		104,266.40	89,257.50	15,008.90

Total this Invoice $15,008.90

Project Manager MARCUS CARNEGIE



0003300

December 12, 2023

High Tech Corridor

$ 213,722.74

**** Two Hundred Thirteen Thousand Seven Hundred Twenty Two and 74/100****

Wolfe's Excavating LLC

Customer Copy

Contractor's Application for Payment

Owner:	High Tech Corridor Development, LLC	**Owner's Project No.:**	
Engineer:	The Thrasher Group, Inc.	**Engineer's Project No.:**	T30-11200
Contractor:		**Contractor's Project No.:**	
Project:	Oakwood Estates		
Contract:	Oakwood Estates		

Application No.: 1 **Application Date:** 08/31/2023

Application Period: From 08/17/23 to 09/01/23

1. Original Contract Price	$	892,139.04
2. Net change by Change Orders	$	161,601.67
3. Current Contract Price (Line 1 + Line 2)	$	1,053,740.71
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	56,934.61
5. Retainage		
a. 10% X $ 56,934.61 Work Completed	$	5,693.46
b. X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	51,241.15
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	$	51,241.15
9. Balance to finish, including retainage (Line 3 - Line 4)	$	996,806.10

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Wolfe's Excavating LLC, Jimmy Pumphrey

Signature: [signature] **Date:** 4-22-23

Recommended by Engineer	**Approved by Owner**
By: [signature]	**By:** [signature]
Title: Project Manager	**Title:** Manager
Date: 9/25/2023	**Date:** 12/5/23
Approved by Funding Agency	
By:	**By:**
Title:	**Title:**
Date:	**Date:**

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WOLFE'S EXCAVATING
LLC

70 Columbia Blvd
Clarksburg, WV 26301
Office: 304-842-9050 Fax: 304-842-9051

Invoice

Date	Invoice #
8/31/2023	25772

Bill To

High Tech Corridor Development
600 White Oaks Blvd, PO Box 940
Bridgeport, WV 26330

P.O. No.	Terms	Project
	Net 30	Oakwood Estates

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Oakwood Estates - Phase 1 The Thrasher Group, Proj. No.: T30-11200 Work: 08/17/23 - 09/01/23								
Mobe	Mobilization	73,282.82			0.43	73282.82	43.00%	43.00%	31,511.61
E&S Co...	Erosion & Sediment Control	13,905.00			1	13905.00	100.00%	100.00%	13,905.00
Earthwork	Earth Moving	55,375.00			2,600	4.43	20.80%	20.80%	11,518.00
Retainag...	Retainage Fee				-1	5,693.46			-5,693.46

Total	$51,241.15
Payments/Credits	$0.00
Balance Due	$51,241.15

Contractor's Application for Payment

Owner:	High Tech Corridor Development, LLC	**Owner's Project No.:**	
Engineer:	The Thrasher Group, Inc.	**Engineer's Project No.:**	T30-11200
Contractor:		**Contractor's Project No.:**	
Project:	Oakwood Estates		
Contract:	Oakwood Estates		

Application No.: 2 **Application Date:** 09/29/2023

Application Period: From 09/02/23 to 09/29/23

1. Original Contract Price	$	892,139.04
2. Net change by Change Orders	$	161,601.67
3. Current Contract Price (Line 1 + Line 2)	$	1,053,740.71
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	119,227.53
5. Retainage		
a. 10% X $ 119,227.53 Work Completed	$	11,922.75
b. X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	107,304.78
7. Less previous payments (Line 6 from prior application)		51,241.15
8. Amount due this application	$	56,063.63
9. Balance to finish, including retainage (Line 3 - Line 4)	$	946,435.93

Contractor's Certification

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

Contractor: Wolfe's Excavating LLC, Jimmy Pumphrey

Signature: [signature] **Date:** 10-9-23

Recommended by Engineer	Approved by Owner
By: [signature]	**By:** [signature]
Title: Project Manager	**Title:** Manager
Date: 12/4/2023	**Date:** 12/5/23

Approved by Funding Agency

By:	**By:**
Title:	**Title:**
Date:	**Date:**

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WOLFE'S EXCAVATING

70 Columbia Blvd
Clarksburg, WV 26301
Office: 304-842-9050 Fax: 304-842-9051

Invoice

Date	Invoice #
9/29/2023	25921

Bill To

High Tech Corridor Development
600 White Oaks Blvd. PO Box 940
Bridgeport, WV 26330

P.O. No.	Terms	Project
	Net 30	Oakwood Estates

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Oakwood Estates - Phase I The Thrasher Group, Proj. No.: T30-11200 Work: 09.02.23 - 09.29.23								
Earthwork	Earth Moving	55,375.00	11,518.00	20.80%	4,460	4.43	35.68%	56.48%	19,757.80
Manhole	Sanitary Manhole	23,231.68			1.92	5,807.92	48.00%	48.00%	11,151.21
Type-B I...	Type-B Inlet With Deep Frame	28,477.76			4.14	3,559.72	51.75%	51.75%	14,737.24
Decorati...	5' Decorative Fence	23,095.38			333	49.99	72.08%	72.08%	16,646.67
Retainag...	Retainage Fee				-1	6,229.29			-6,229.29

Total	$56,063.63
Payments/Credits	$0.00
Balance Due	$56,063.63

Contractor's Application for Payment

Owner:	High Tech Corridor Development, LLC	**Owner's Project No.:**	
Engineer:	The Thrasher Group, Inc.	**Engineer's Project No.:**	T30-11200
Contractor:		**Contractor's Project No.:**	
Project:	Oakwood Estates		
Contract:	Oakwood Estates		
Application No.:	3	**Application Date:**	10/28/2023
Application Period:	From 10/02/23	to	10/27/23

1. Original Contract Price	$	892,139.04
2. Net change by Change Orders	$	190,576.67
3. Current Contract Price (Line 1 + Line 2)	$	1,082,715.71
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	213,722.74
5. Retainage		
a. 10% X $ 119,227.53 Work Completed	$	11,922.75
b. ____ X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	201,799.99
7. Less previous payments (Line 6 from prior application)		107,304.78
8. Amount due this application	$	94,495.21
9. Balance to finish, including retainage (Line 3 - Line 4)	$	868,992.97

Contractor's Certification

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

Contractor: Wolfe's Excavating LLC, Jimmy Pumphrey

Signature: [signature] **Date:** 11-30-23

Recommended by Engineer		**Approved by Owner**	
By:	[signature]	**By:**	[signature]
Title:	Project Manager	**Title:**	Manager
Date:	12/4/2023	**Date:**	12/5/2023
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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WOLFE'S EXCAVATING

70 Columbia Blvd
Clarksburg, WV 26301
Office: 304-842-9050 Fax: 304-842-9051

Invoice

Date	Invoice #
10/28/2023	26154

Bill To

High Tech Corridor Development
600 White Oaks Blvd, PO Box 940
Bridgeport, WV 26330

P.O. No.	Terms	Project
	Net 30	Oakwood Estates

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Oakwood Estates - Phase 1 The Thrasher Group, Proj. No.: T30-11200 Work: 10/02/23 - 10/27/23								
Mobe	Mobilization	73,282.82	31,511.61	43.00%	0.57	*******	29.71%	72.71%	21,771.21
Street Li...	Street Light	62,067.36			2.03672	10344.56	33.95%	33.95%	21,069.00
Seeding ...	Seeding and Mulching	49,152.06			7	3,240.00	46.14%	46.14%	22,680.00
Change ...	CHANGE ORDER #1 - T&M Reclaiming Of Additional Material on Site - See Add'l Sheet				1	8975.00			28,975.00

Total	$94,495.21
Payments/Credits	$0.00
Balance Due	$94,495.21

Invoice

WOLFE'S EXCAVATING LLC

70 Columbia Blvd
Clarksburg, WV 26301
Office: 304-842-9050 Fax: 304-842-9051

Date	Invoice #
10/31/2023	26339

Bill To	Ship To
High Tech Corridor Development 600 White Oaks Blvd, PO Box 940 Bridgeport, WV 26330	

Customer I.D.	Payment Terms	Customer P.O.	Due Date
	Net 30		Oakwood Estates

Quantity	Item Code	Description	Price Each	Amount
		Oakwood Estates - Phase 1 **Full Retainage Release:** The Thrasher Group, Proj. No.: T30-11200		
1	Retainage Release	Release of Full Retainage for Work Performed	11,922.75	11,922.75
			Total	$11,922.75

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Harrison County, West Virginia** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the

Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by

ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), , or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Harrison County, West Virginia** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

ARTICLE V
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

_____
Signature

_____
Name (Printed or Typed)

V.P. of Finance
Title

_____
Date

HARRISON COUNTY, WEST VIRGINIA
301 W. Main Street
Clarksburg, WV 26301
Fax No.: N/A

_____
Signature

_____
Name (Printed or Typed)

_____
Title

_____
Date

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$100,480.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	$65,080.00
Total Maintenance Fees for the Initial Term:		**$165,560.00**

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.

Note 2: **Invoicing and Payment Terms:**

$66,697.50 was paid on September 26, 2023, Check Number 116900, Invoice Number 2064696, for the Coverage Period of October 1, 2023 through September 30, 2024.

$16,082.50 due upon Contract Execution for the Coverage Period of October 1, 2023 through September 30, 2024.

$82,780.00 due on or before September 1, 2024 for the Coverage Period of October 1, 2024 through September 30, 2025.

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: October 1, 2023 through September 30, 2025

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
82	Model DS200 Scanner	10/1/2023 through 9/30/2024	$170.00	$13,940.00
330	ExpressVote BMD	10/1/2023 through 9/30/2024	$110.00	$36,300.00
Total Maintenance Fees for the Coverage Period October 1, 2023 through September 30, 2024			[redacted]	**$50,240.00**
82	Model DS200 Scanner	10/1/2024 through 9/30/2025	$170.00	$13,940.00
330	ExpressVote BMD	10/1/2024 through 9/30/2025	$110.00	$36,300.00
Total Maintenance Fees for the Coverage Period October 1, 2024 through September 30, 2025			[redacted]	**$50,240.00**
Total Hardware Maintenance Fees for the Initial Term				**$100,480.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Harrison County, West Virginia

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

- Replacement of worn or defective with new or remanufactured federally and state certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

    - Customer receives coverage for interim repair calls.

        - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.

        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

Initial License and Maintenance Term: **October 1, 2023 through September 30, 2025**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
82	Model DS200 Scanner	10/1/2023 through 9/30/2024	$95.00	$7,790.00
330	ExpressVote BMD	10/1/2023 through 9/30/2024	$75.00	$36,300.00
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2023 through September 30, 2024			[redacted]	**$32,540.00**
82	Model DS200 Scanner	10/1/2024 through 9/30/2025	$95.00	$7,790.00
330	ExpressVote BMD	10/1/2024 through 9/30/2025	$75.00	$36,300.00
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2024 through September 30, 2025			[redacted]	**$32,540.00**
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$65,080.00**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.

12-A

MEMORANDUM OF UNDERSTANDING REGARDING ADMINISTRATION OF CITY OF CLARKSBURG ELECTIONS BY THE COUNTY COMMISSION OF HARRISON COUNTY

This Memorandum of Understanding ("MOU") is hereby entered into by and between the Harrison County Commission ("County") and the City of Clarksburg ("City"), referred to jointly as the "Parties," which sets forth the intergovernmental agreement for the County to administer the City's regularly scheduled elections concurrently with the statewide primary elections as set forth in Chapter 3 of the West Virginia Code, or both as agreed in this MOU, as authorized by West Virginia Code §§ 3-1-31 and 8-5-5.

WHEREAS, the County, through its County Clerk, is responsible for the administration of statewide elections in the County;

WHEREAS, the City, through its City Clerk, is currently responsible for the administration of its municipal elections;

WHEREAS, the City desires for the County to administer its regularly scheduled municipal elections concurrently with the statewide primary elections;

WHEREAS, the City has satisfied its obligations to amend its Municipal Charter pursuant to West Virginia Code § 8-5-5(b) to establish its Municipal Election Date(s) on the same day as a regularly scheduled statewide primary;

WHEREAS, the City has scheduled its elections for every two years to be held on the same day as a regularly scheduled statewide primary;

WHEREAS, the City has satisfied its obligations to align its municipal voting precinct boundaries in the City, if any, with the voting precinct boundaries established by the County pursuant to West Virginia Code § 8-5-5(b), and the County has aligned the County voting precinct boundaries with the City boundaries pursuant to West Virginia Code § 3-1-5(b).

THEREFORE, the Parties hereto agree to the following:

TERMS AND CONDITIONS

1. The County shall concurrently hold the City general election concurrently with the regularly scheduled statewide primary election in even-numbered years on a two year basis beginning with the regularly scheduled statewide primary election scheduled for May 7, 2024.

2. The City shall share in the administrative costs of the County holding the City's regularly scheduled election(s), which costs shall not exceed the Municipalities' *pro rata* share of voters registered in the City compared with the total registered voters in the County pursuant to West Virginia Code § 8-5-5(i). The City's maximum *pro rata* share in the administrative costs of the election is calculated as follows:

$$\frac{\text{(City total reg. voters)}}{\text{(County total reg. voters)}} = \_Y\_\%$$

$$\_Y\_\% \times \text{(total cost of election)} = \text{City's total maximum share in the election costs}$$

3. The expected administrative costs are the costs of the poll workers and rental of locations for precincts located within the City's municipal limits. The City shall pay for one-half of the such costs of such poll workers. Such expense is limited by Section 2 and the maximum *pro rata* share.

4. Upon request of the County, the City shall provide employees to assist with the setup and takedown of the precinct locations and other election-related activities located within the City's municipal limits. Such provision of employees is for the day before and day of the regularly scheduled statewide primary election in even-numbered years. Such employees shall be under the direction of the County during such actions but for all other purposes, including payroll, workers' compensation, etc. are City employees. Notwithstanding the foregoing, no action may be taken in contravention of the then controlling public works and other union contracts.[1]

5. The County shall not charge any other administrative costs associated with the election, such as costs of mailing absentee ballots. The Parties acknowledge that the reason for foregoing such costs is that the County would incur such costs regardless of the City election and the administrative cost of tracking such costs is greater than the recovery.

6. The City shall pay any administrative costs incurred by the County in connection with a challenge to or recount of a City election.

7. The County shall be responsible for selecting poll workers, election commissioners, and other temporary election workers for each election, as permitted by law following the submission of

[1] The current public works contract is titled, "Agreement Reached During Negotiations Between The City Of Clarksburg And The American Federation Of State, County And Municipal Employees AFL- CIO, Local 743 ASOF July 1, 2019."

the lists of election workers by county political party executive committees pursuant to West Virginia Code § 3-1-30.

8. The County shall be responsible for securing precinct locations.

9. The County may invoice the City for its one-half of the expenses at anytime after the cost has been incurred. The County may issue one or more invoices. The City shall pay such invoice within 30 calendar days of receipt.

10. The City Clerk for the City shall be the office to which Candidate Certificates of Announcement and associated filing fees shall be filed, subject to the following:

    a. The City shall retain all filing fees for its elections.

    b. The City Clerk shall deliver, and the County shall receive (through the County Clerk), all Candidate Certificates of Announcement within three business days following the close of the filing period, all Write-In Certificates of Announcement within three business days following the close of the Write-In filing period, all appointments to fill vacancies in nomination or on the ballot within three business days following the close of the appointment period, and all official Candidate Withdrawal Form within three business days following the close of the withdrawal period.

11. The City Clerk shall collect all financial disclosures from candidates for City offices and file accordingly.

12. Except for publication of the Sample Ballot, which shall be the duty of the County as required by law, the County and City shall be separately responsible for all notices required by any applicable law and neither Party shall be responsible for publishing any notice required by the other Party including but not limited to notice concerning proposed levies or levy renewals, public hearings concerning charter amendments or ordinances, or other legal advertisements, unless otherwise agreed in a subsequent writing between the Parties.

13. The County's Board of Ballot Commissioners shall prepare, proof, and approve the official ballot to be administered to City voters as required by law for any elections held by the County in accordance with this MOU. Notwithstanding the foregoing, the City shall have its City Clerk and Ballot Commissioners review and approve that portion of the ballot that relates to the City's elections prior to approval by the County's Board of Ballot Commissioners.

14. The County shall hold the drawing for order/place on the ballot for candidates for City offices.

15. The County, under the authority of the County Clerk as provided in West Virginia Code § 3-3-1 *et seq.*, shall be the official filing office for all Absentee Ballot Applications submitted by City voters, and shall be responsible for reviewing and issuing all Absentee Ballots to applicants.

16. The County Board of Canvassers shall superintend and conduct the Canvass for all elections, including Municipal elections held concurrently with the regularly scheduled statewide primary or general elections, or both as agreed in this MOU, and shall declare and certify the results of said election(s) as provided by law.

17. The County Board of Canvassers shall conduct any recount and contest filed by any City candidate or voter, as the case may be and as permitted by law.

18. The County will provide for early voting in the same manner as for other elections.

19. Nothing in this MOU shall terminate any legal obligations of the Parties concerning the administration of any election except as otherwise expressly herein provided and agreed.

20. This MOU may be amended at any time with consent of both parties. Upon request by either Party at any time, representatives of both Parties shall meet as soon as reasonably practicable to discuss amendments to the MOU.

21. Either Party may terminate this MOU by providing notice of termination within nine months before the next scheduled election hereunder. Such termination will be effective immediately as to the next scheduled election but is not effective as to any elections within or before such nine month period.

CITY OF CLARKSBURG

_____

By Tiffany Fell
Its City Manager

HARRISON COUNTY COMMISSION

_____

By Susan Thomas
Commission President

12-B

MEMORANDUM OF UNDERSTANDING REGARDING ADMINISTRATION OF CITY OF CLARKSBURG ELECTIONS BY THE COUNTY COMMISSION OF HARRISON COUNTY

This Memorandum of Understanding ("MOU") is hereby entered into by and between the Harrison County Commission ("County") and the City of Clarksburg ("City"), referred to jointly as the "Parties," which sets forth the intergovernmental agreement for the County to administer the City's regularly scheduled elections concurrently with the statewide primary elections as set forth in Chapter 3 of the West Virginia Code, or both as agreed in this MOU, as authorized by West Virginia Code §§ 3-1-31 and 8-5-5.

WHEREAS, the County, through its County Clerk, is responsible for the administration of statewide elections in the County;

WHEREAS, the City, through its City Clerk, is currently responsible for the administration of its municipal elections;

WHEREAS, the City desires for the County to administer its regularly scheduled municipal elections concurrently with the statewide primary elections;

WHEREAS, the City has satisfied its obligations to amend its Municipal Charter pursuant to West Virginia Code § 8-5-5(b) to establish its Municipal Election Date(s) on the same day as a regularly scheduled statewide primary;

WHEREAS, the City has scheduled its elections for every two years to be held on the same day as a regularly scheduled statewide primary;

WHEREAS, the City has satisfied its obligations to align its municipal voting precinct boundaries in the City, if any, with the voting precinct boundaries established by the County pursuant to West Virginia Code § 8-5-5(b), and the County has aligned the County voting precinct boundaries with the City boundaries pursuant to West Virginia Code § 3-1-5(b).

THEREFORE, the Parties hereto agree to the following:

TERMS AND CONDITIONS

1. The County shall concurrently hold the City general election concurrently with the regularly scheduled statewide primary election in even-numbered years on a two year basis beginning with the regularly scheduled statewide primary election scheduled for May 7, 2024.

2. The City shall share in the administrative costs of the County holding the City's regularly scheduled election(s), which costs shall not exceed the Municipalities' *pro rata* share of voters registered in the City compared with the total registered voters in the County pursuant to West Virginia Code § 8-5-5(i). The City's maximum *pro rata* share in the administrative costs of the election is calculated as follows:

   (City total reg. voters)
   (County total reg. voters) = _Y_%

   _Y_% x (total cost of election) = City's total maximum share in the election costs

3. The expected administrative costs are the costs of the poll workers and rental of locations for precincts located within the City's municipal limits. The City shall pay for one-half of the such costs of such poll workers. Such expense is limited by Section 2 ~~and~~ to the maximum *pro rata* share.

4. Upon request of the County, the City shall provide employees to assist with the setup and takedown of the precinct locations and other election-related activities located within the City's municipal limits. Such provision of employees is for the day before and day of the regularly scheduled statewide primary election in even-numbered years. Such employees shall be under the direction of the County during such actions but for all other purposes, including payroll, workers' compensation, etc. are City employees. Notwithstanding the foregoing, no action may be taken in contravention of the then controlling public works and other union contracts.[1]

5. The County shall not charge any other standard administrative costs associated with the election, such as costs of mailing absentee ballots. The Parties acknowledge that the reason for foregoing such costs is that the County would incur such costs regardless of the City election and the administrative cost of tracking such costs is greater than the recovery.

6. The City shall pay any and all ~~administrative~~ costs and expenses incurred by the County in connection with a challenge to or recount of a City election, and the City shall fully indemnify and defend the County in any and all such proceedings, whether judicial, administrative or otherwise.~~.~~

[1] The current public works contract is titled, "Agreement Reached During Negotiations Between The City Of Clarksburg And The American Federation Of State, County And Municipal Employees AFL- CIO, Local 743 ASOF July 1, 2019."

7. The County shall be responsible for selecting poll workers, election commissioners, and other temporary election workers for each election, as permitted by law following the submission of the lists of election workers by county political party executive committees pursuant to West Virginia Code § 3-1-30.

8. The County shall be responsible for securing precinct locations.

9. The County may invoice the City for its ~~one-half of the~~ costs/expenses at anytime after the cost/expense has been incurred. The County may issue one or more invoices. The City shall pay such invoice within 30 calendar days of receipt.

10. The City Clerk for the City shall be the office to which Candidate Certificates of Announcement and associated filing fees shall be filed, subject to the following:

    a. The City shall retain all filing fees for its elections.

    b. The City Clerk shall deliver, and the County shall receive (through the County Clerk), all Candidate Certificates of Announcement within three business days following the close of the filing period, all Write-In Certificates of Announcement within three business days following the close of the Write-In filing period, all appointments to fill vacancies in nomination or on the ballot within three business days following the close of the appointment period, and all official Candidate Withdrawal Form within three business days following the close of the withdrawal period.

11. The City Clerk shall collect all financial disclosures from candidates for City offices and file accordingly. The City shall fully indemnify and defend the County in relation to all City financial disclosures reviewed and filed by the City, and any challenges and/or proceedings, judicial, administrative, or otherwise, which relate to City candidate financial disclosures.

12. Except for publication of the Sample Ballot, which shall be the duty of the County as required by law, the County and City shall be separately responsible for all notices required by any applicable law and neither Party shall be responsible for publishing any notice required by the other Party including but not limited to notice concerning proposed levies or levy renewals, public hearings concerning charter amendments or ordinances, or other legal advertisements, unless otherwise agreed in a subsequent writing between the Parties.

13. The County's Board of Ballot Commissioners shall prepare, proof, and approve the official ballot to be administered to City voters as required by law for any elections held by the County in accordance with this MOU. Notwithstanding the foregoing, the City shall have its City Clerk and Ballot Commissioners review and approve that portion of the ballot that relates to the City's elections prior to approval by the County's Board of Ballot Commissioners.

14. The County shall hold the drawing for order/place on the ballot for candidates for City offices.

15. The County, under the authority of the County Clerk as provided in West Virginia Code § 3-3-1 *et seq.*, shall be the official filing office for all Absentee Ballot Applications submitted by

City voters, and shall be responsible for reviewing and issuing all Absentee Ballots to applicants.

16. The County Board of Canvassers shall superintend and conduct the Canvass for all elections, including Municipal elections held concurrently with the regularly scheduled statewide primary or general elections, or both as agreed in this MOU, and shall declare and certify the results of said election(s) as provided by law.

17. The County Board of Canvassers shall conduct any recount and contest filed by any City candidate or voter, as the case may be and as permitted by law.

18. The County will provide for early voting in the same manner as for other elections.

19. Nothing in this MOU shall terminate any legal obligations of the Parties concerning the administration of any election except as otherwise expressly herein provided and agreed.

20. This MOU may be amended at any time with consent of both parties. Upon request by either Party at any time, representatives of both Parties shall meet as soon as reasonably practicable to discuss amendments to the MOU.

21. Either Party may terminate this MOU by providing notice of termination within nine months before the next scheduled election hereunder. Such termination will be effective immediately as to the next scheduled election but is not effective as to any elections within or before such nine month period.

CITY OF CLARKSBURG	HARRISON COUNTY COMMISSION
_____	_____
By Tiffany Fell Its City Manager	By Susan Thomas Commission President

13

December 1, 2023

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

Dear President:

We are pleased to inform you that the CY 2024 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2024 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2024 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 11 and return via email or regular mail to the following:**

Email: Finance@ahidta.org

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

Please return the completed Subaward Agreement by January 15, 2024.

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

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)	Subaward Agreement	
1. Recipient Name and Address: Harrison County Commission 301 W Main Street Clarksburg, WV 26301	**7. Federal Award Project Description:** *This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.*	
2. Subrecipient Unique Entity ID (UEI) number (If this number is not correct, please make pencil changes before returning this agreement. <u>If no number is listed in the box below, please provide your agency UEI number when returning this signed document).</u> **Y7HEJWCK2277** (The Unique Entity ID (UEI) number is a 12-character alphanumeric ID assigned to an entity by SAM.gov. A non- Federal entity is required to have a UE ID in order to apply for, receive, and report on a federal award. A UE ID may be obtained from SAM.gov.)	**8. Federal Award/Subaward Number (FAIN):** G24AP0001A	**9. Federal Award Date:** January 1, 2024
	10. Subaward period of Performance: From: 01/01/2024 to 12/31/2024	
	10a. Budget Amount: See budget detail at the end of this document.	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program	**11. Pass-through entity name:** Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy	**12. Pass-through entity contact information:** Jodi Albright, Commissioner 400 South Main Street, 3rd Floor London, KY 40741	
5. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program – 95.001*	**13. Indirect Cost Rate:** $0.00	
6. Award Type: B-Projects	**14. R&D Award:** No	

FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a. Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		**17a. Typed/Printed Name and Title of Authorized Official:**	
15b. Signature of Approving FCAHIDTA Official:	**Date:** 11/29/23	**17b. Signature of Authorized Recipient:**	**Date:**
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		**18. Authorized Official e-mail address:**	
16b. Signature of Approving FCAHIDTA Official:	**Date:** 11/30/23	**19. Authorized Official telephone number:**	

SUBAWARD CONDITIONS

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

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

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

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

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

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

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

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

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

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

    Documents are as follows:

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

11. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:

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

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

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

12. PAYMENT METHOD:

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

13. LAW ENFORCEMENT OVERTIME REIMBURSEMENT:

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

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

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

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

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

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

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

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

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

A. General Terms and Conditions

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

   For more information on the Part 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

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

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

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

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

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

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

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

   As a non-Federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

   The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

   i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

   ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

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

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

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

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

10. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP and/or the Financial Commission for Appalachia HIDTA designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

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

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

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

    a) the percentage of the total costs of the program or project which will be financed with federal money;

    b) the dollar amount of Federal funds for the project or program; and

    c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

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

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

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

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

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

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

3. *Reporting Procedures*

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

4. *Reporting Frequency*

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

5. *Definitions*

For purposes of this award term and condition:

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

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

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

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

OFFICE OF NATIONAL CONTROL POLICY

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

Instructions for the certifications

General Requirements

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

Agency Name – Harrison County Commission

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

301 W Main Street
Clarksburg, WV 26301

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

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

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

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

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

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

_____

Printed Name and Title of Authorized Official

_____

Signature of Authorized Recipent Date

Harrison County Commission

AHIDTA Reimbursement Form LC-07

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

2024 - Appalachia

Initiative - The Greater Harrison County Drug Task Force
Award Recipient - Laurel County Fiscal Court (G24AP0001A)

Resource Recipient - Harrison County Sheriff's Office

Overtime		Quantity	Amount
Investigative - Law Enforcement Officer	01-02-24-229-40-6080.05	3	$57,000.00
Total Overtime		**3**	**$57,000.00**
Total Budget			**$57,000.00**

14

State of West Virginia
Emergency Management Division

FY 2021 Emergency Management Performance Grant Award

Ot sure

CFDA Number	Federal Grant Award	OASIS-GG Document ID
97.042	EMP-2021-EP-00001	**GRNT2300001437**
Subgrant Period **From: 1/1/2021** **To: 12/31/2021**	**Subgrant #** **21-EMPG-17**	**Major Program:** EMPGLO **Program:** EMPGLOC **Program Period:** LO2021

Subgrantee Name and Address	FEIN
HARRISON COUNTY COMMISSION 301 W MAIN ST STE 101 CLARKSBURG WV 26301 US	**55-6000328**
	UEI **Y7HEJWCK227Y**
	OASIS ID **211938**

TOTAL GRANT AWARD	$ 55,942

By signing and accepting this award, the subgrantee agrees to comply with all conditions and assurances included in the application. I certify that this project will be implemented as described in the application.

Subgrantee Authorized Official: _____

Title: _____ **Date:** _____

Emergency Management Program Certification

The attached application has been reviewed and the proposed project and expenditures fall within all state and federal guidelines which govern the Emergency Management Performance Grant program, and sufficient funds exist to make this award.

EMPG Grant Representative _____ **Date** _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

HSSAA Director _____ **Date** _____

16

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the front portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in W.Va. Code § 11-16-8(a)(5), a person intending to apply for a license to operate a WVABCA licensed Class B establishment at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the WVABCA. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Class B licensed establishment issued pursuant to the provisions of § Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Dolgencorp, LLC

DBA (Doing Business As): Dollar General Store #25331

Address of Establishment: 3461 Hood Ave (Street/Route) Enterprise (City) WV (State) 26568 (Zip Code)

Applicant's Name(s): Miller (Last) Chris (First) (Middle)

_____ (Last) _____ (First) _____ (Middle)

_____ (Last) _____ (First) _____ (Middle)

_____ (Last) _____ (First) _____ (Middle)

_____ (Last) _____ (First) _____ (Middle)

General Description of Premises: Stand Alone Location

This Notice has been filed with the Clerk or Recorder of the City/Town of _____ on this _____ day of _____, _____.

Applicant's Signature(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

(Municipality to fill out reverse side of form) ABCA-Lic.Z.2

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

1. Is the proposed location for the Class B "Carry-Out" described consistent with the zoning ordinances of your Municipality as either a permitted use or a conditional use of such premises?

   Yes _____ No _____

2. If the answer to the first question was "No" does your Municipality provide within its zoning requirements suitable alternative locations for Class B "Carry-Outs"?

   Yes _____ No _____

3. Additional comments to the Alcohol Beverage Control Administration:

_____

_____

_____

_____

4. Is the proposed location situated in a "Dry County" or in a Town/Municipality designated as a "Dry" area.

   Yes _____ No _____ Unsure _____

_____

Approved By: Authorized Official Signature and Title

_____

City/Town

Date:

_____

Return Original To: **WVABCA**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

Commissioners
David L. Hinkle
Susan J. Thomas
Patsy Trecost II

December 14, 2023

WVABCA
Licensing Department
900 Pennsylvania Avenue, 4th Floor
Charleston, West Virginia 25302

Dear Commissioner:

This letter is to advise you the Harrison County Commission has no objection to a license being issued to Dollar General Store #25331, at 3461 Hood Avenue, Enterprise, West Virginia 26568 who is applying for an ABCA license.

If further information is needed, please advise.

Sincerely,

Susan J. Thomas,
Harrison County Commission

18

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

GENERAL
ORDER TO SHOW CAUSE
AGAINST
DELINQUENT OR UNPROGRESSED ESTATES

Pursuant to the provisions of West Virginia Code § 44-2-19a, the County Commission, having received on the 20 day of December, 20 23, the Report of the Clerk of the County Commission in due form concerning estates in which the filing of any paper is delinquent or estates which have not been duly closed within a period of three years from the opening of such estate and in which no progress, or in the opinion of the Clerk of the County Commission unsatisfactory progress, has been made toward the settlement of such estate, does hereby **ORDER** that the appointed personal representatives appearing on the attached List are directed to file a statement to show cause why the County Commission should not find the personal representative delinquent in his or her administration of the respective estate and why the County Commission should not remove the personal representative from office, administratively close the estate, or take such other action against the personal representative as may be proper as allowed by the laws of the State of West Virginia.

The Clerk of the County Commission is directed as provided by law to mail a certified copy of this Order specific to each such personal representative at the last known address appearing in the records of the County Clerk and to mail a copy thereof to the heirs at law, beneficiaries under the will, any creditors who have filed claims which are not released, any surety on any bond, and any other person interested in the respective estate at their last known addresses appearing in the records of the County Clerk.

Each such personal representative is hereby **DIRECTED** and **NOTIFIED** that he or she shall have thirty (30) days after the mailing of the specific Order to Show Cause to file properly any delinquent documents required for the administration of the estate or to file a verified statement under oath with the Clerk of the County Commission stating why he or she should not be found delinquent in the administration of the respective estate and should not be removed from office or the estate administratively closed as allowed by law.

All of which is accordingly **ADJUDGED**, **ORDERED**, and **DECREED** this ____ day of

_____, 20____.

County Commissioner, President

County Commissioner

County Commissioner

ATTACHMENT: List of Estates

ESTATE OF	PERSONAL REPRESENTATIVE	DOD	APPOINTMENT DATE
Estate of Irvin Wayne Ashcraft	Amber J Shuman	8/8/2019	10/13/2020
Estate of Raymond Lye Bell	Nancy Bell	4/15/2018	1/30/2020
Estate of David P Bonnett	Aaron C Bonnett	2/5/2020	8/13/2020
Estate of Howard Lee Clevenger	Kane Romine Clevenger	11/5/2020	12/15/2020
Estate of Surelia Currey	Mary Lue Cobb	11/1/2009	11/6/2009
Estate of Daniel Shawn Denman	Jamie Denman	1/8/2018	1/11/2018
Estate of Mary W Dietz	Tina Rush	5/4/2018	3/10/2020
Estate of Steven William Dodd	Lisa Stanley	10/14/2013	11/13/2020
Estate of Terry Lynn Drain	Nathaniel Scott Drain	4/10/2019	5/2/2019
Estate of Shirley Jean Genteel	Megan Nicole Genteel	4/9/2020	11/23/2020
Estate of Luanna Myrtle Grant	Patricia Ann Nuzum	11/2/2020	12/10/2020
Estate of Terry Kay Gowers	Kencil Paul Watson	5/8/2020	7/14/2020
Estate of Jeffrey A Dye	Nancy A Dye	6/1/2019	7/9/2019
Estate of Marjorie Symons Allen Faris	David A Faris	11/5/2019	11/22/2019
Estate of Zakery Michael Hardman	Wendy Lynn Hardman	5/13/2018	5/24/2018
Estate of Ilona P Harris	Travis L Strader	10/14/2019	10/22/2019
Estate of Joseph Exel Highland	Joseph Exel Highland II	6/10/2020	8/10/2020
Estate of Ruth Anges Righter Johnson	Robin Righter	8/10/2020	9/9/2020
Estate of Glenn Joel Kirkpatrick	Charles A Kirkpatrick	2/25/2019	3/8/2019
Estate of Ronald C Kopp Sr	Thomas A Kopp	5/24/2020	6/17/2020
Estate of Howard E Lewis	Joseph R Mauti	1/22/2010	10/26/2020
Estate of Michael Lee Lyons Sr.	Michael Lee Lyons Jr	1/19/2020	6/26/2020
Estate of Bonnie G Marstiller	Samantha Lee Gibson	6/23/2019	8/20/2020
Estate of Charles Edward Minor SR	Emerald Jean Granata	8/16/2019	1/27/2020
Estate of Roger Dale Moore	Dianna N Wright	11/3/2020	11/10/2020
Estate of Ellen Ingbee Nixon	Tammy J Lightner	10/1/2020	12/15/2020
Estate of Carolyn Sue Posey	David M Posey	9/3/2020	10/27/2020
Estate of Marie Rawlings	Susan Medora Rawlings	5/23/2020	6/24/2020
Estate of Richard Lee Roach	Rochelle L Adams	6/15/2020	6/30/2020
Estate of Mary Rose Salentro	Vicki Lynn Silverman	4/21/2018	12/4/2020
Estate of Hubert D Stout	Denny Stout	3/30/2013	5/25/2016
Estate of Jerry Lee Suan	Ashley N Gissy	9/28/2020	10/28/2020

Estate of Andrew G Watson	Glenn A Watson	2/9/2020	6/1/2020
Estate of David Thomas Williams	Tyler A Spicer	7/20/2020	8/20/2020

A-1.

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, December 6, 2023, through Tuesday, December 12, 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, December 6, 2023, the following matters were disposed of in the presence of the Clerk:

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

GEORGE WESLEY DAWSON, who was named in the last will and testament of **AMY JUNE DAWSON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

The last will and testament of **LUCINDA R COTTRILL HITCHCOCK**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

SHARON KAY BARKER, who was named in the last will and testament of **LUCINDA R COTTRILL HITCHCOCK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Thursday, December 7, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **ALFRED LEE CORK**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

The last will and testament of **JOSEPH SAMUEL BARKER III**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

RICKY CARR, who was named in the last will and testament of **JOSEPH SAMUEL BARKER III**, deceased, as ADMINISTRATOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **PAUL ALLEN DEAVERS** was appointed and qualified as ADMINISTRATOR of the estate of **DEVON RYAN DEAVERS**, deceased. Bond was 10,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **TIFFANY BLAIR** was appointed and qualified as ADMINISTRATRIX of the estate of **REBECCA ANN VANHORN**, deceased. Bond was 16,000.00.

On, Friday, December 8, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **DONNA ROSE FRIDLEY HELMICK**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DEBRA ALDERSON, who was named in the last will and testament of **DONNA ROSE FRIDLEY HELMICK**, deceased, as ADMINISTRATRIX CTA DBN thereof, qualified as such. Bond was 10,000.00.

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

LEE FREDRIC MARTIN, who was named in the last will and testament of **LEE MARSHALL MARTIN**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.
JAMES H MARTIN, who was named in the last will and testament of **LEE MARSHALL MARTIN**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, December 11, 2023, the following matters were disposed of in the presence of the Clerk:

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

GRETCHEN L FRAGMIN, who was named in the last will and testament of **JAMES L WINDON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, December 12, 2023, the following matters were disposed of in the presence of the Clerk:

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

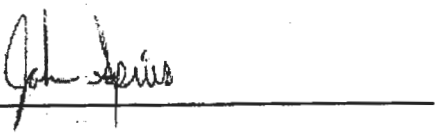
RENA CUTLIP-MASON, who was named in the last will and testament of **HENRY DAVID CUTLIP**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

JONATHON E MARKS, who was named in the last will and testament of **GLADYS C DAVISSON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

RICHARD JASON STOUT, who was named in the last will and testament of **BARBARA JEAN STOUT**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.



John R Spires
Clerk of the Harrison County Commission

Wednesday, December 20, 2023

Confirmed

C-1.

HARRISON COUNTY, WV

LEPC

LOCAL EMERGENCY PLANNING COMMITTEE

MEETING AGENDA 12/13/2023

12:PM ANTERO RESOURCES, WHITE OAKS

- Call Meeting to Order
- Roll Call
- Old Business
  - Approval of minutes from 8/11/23 meeting
- New Business
    - Department Updates
    - 2024 Goals
    - 2024 Meeting Schedule
- Good of the order
- Adjournment

C-2

HARRISON COUNTY, WV

LEPC

LOCAL EMERGENCY PLANNING COMMITTEE

LEPC Meeting Minutes

8/11/23 1:00 pm

I. Call to Order

II. Pratt and Whiteny Presentation
   a. The meeting host, Pratt and Whitney Engines, gave a short presentation on what their facility does and their emergency response plans.

III. Roll Call
   a. Members in attendance
      i. See attached roster.

IV. Old Business
   a. Approval of minutes from 4/7/23
      i. Motion made by Carrie Russell to approve.
      ii. Seconded by R. Roberts
      iii. Motion passed.

V. New Business
   a. Department Update
      i. P. Bailey spoke about the current work of the OEM office.
   b. Full scale airport exercise
      i. T. Curry spoke about the full-scale disaster drill coming up at the airport on October 4. Asked for volunteers from the LEPC to participate.
   c. County Emergency Plan Update
      i. JH consulting has been contracted by the county to revise the emergency operations plan.
      ii. Dr. Harvey, preparedness division manager from JH consulting gave a short presentation on how the LEPC will be involved and what the process looks like for rewriting an emergency plan.

   d. Next Meeting Date/Time/Location:
      i. October 20th would be the next date in keeping with the current schedule.
      ii. Antero Resources offered to host the meeting at their Whiteoaks location.

HARRISON COUNTY, WV

LEPC

LOCAL EMERGENCY PLANNING COMMITTEE

e. Good of the order
    i. T. Curry spoke about assisting Upsher County EM with the WAMSB festival, advancements in the drone program, and the current situation in Hawaii.
    ii. P. Bailey spoke about the emergency plan update and the CAMEO suite course currently going on.
    iii. P. McDonald spoke about the national opioid overdose awareness day.
    iv. T. Edwards spoke about the new NWS chat and things the weather service is doing within the community.
    v. A. Cutlip spoke about UHC's plans. The hospital has been consistently full for months. Their psychiatric ward is closing and being remodeled into additional patient rooms.
    vi. J. Green stated he was glad to see so many members come out for an in-person meeting.

f. Motion to Adjourn.
    i. A motion to adjourn was made by A. Cutlip and Seconded by C. Russell. Meeting adjourned.

Sun Valley Public Service District

Regular Board Meeting

Tuesday, November 14, 2023

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

Present	Employees	Also Present
Gregg Dale	Kevin Short	Kylea Radcliff
Connor Thompson		
Sandra Patterson		

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the minutes from the Regular Board meeting on Tuesday, October 10, 2023, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Sandra Patterson made a motion to approve the Check Signed Document dated 10/17/23 through 11/14/23. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

3. **Phase III Sewer Project**
   1. Kylea informed the Board that Phase III "A" started out that we were going to replace the pump station, then we started looking at things a little closer and Kevin brought up some concerns about back-ups specifically, right at the section before we connect to Clarksburg. Kylea said they did some modeling and basically, what they figured out is to run a new force main all the way to the connection with Clarksburg. Kylea said this project was funded with Harrison County ARPA for $615,000.00 and WVIJDC Grant for $500,000.00 with a total of $1,115,000.00, but we are going to need an additional grant of a million dollars to get that project through. Kylea said what they are proposing we do is, to increase the Infrastructure grant up to a million dollars and move $500,000.00 from your 3 million dollar grant from Phase III "B" to Phase III "A" grant. Kylea say by doing this it keeps Phase III "A" completely 100% grant funded and keeps us on the ability that we can bid that without going through the DEP. After discussion, **Connor Thompson made a motion to accept the proposed changes for Sun Valley PSD Phase III "A" Sewer Project, from $1,115,000.00 to $2,115,000.00. Sandra Patterson seconded the motion. All in favor, none proposed and none abstained.** Kylea informed the Board that they have an increase scope on Phase III, "A" and they did incur some additional cost on that so, she does have an amendment on it for some additional fees. Kylea said this is factored into that funding and it still remains 100% grant and it includes the additional fees. She said on the other side, they did a reduction on fees on Phase III "B". Kylea said on Phase III "A" they are requesting Amendment #1, to the tune of $56,500.00, which includes, mainly additional design fee and resident project representative fees; Phase III "B" is a total reduction of $475,000.00 which both are Amendment #1. Gregg said for the record, the reason for the increase is because we went from gravity to force main and it was going to increase the cost and the length of construction. After discussion, **Connor Thompson made a motion to authorize changes to Amendment #1 for Phase III, "A", which mainly includes additional design fee and resident project**

representative fees to the tune of $56,500.00, and a total reduction of $475,000.00 for Phase III, "B", which both are in Amendment #1. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

2. Kylea informed the Board that Phase III "B" is the Project that we had the public meeting for a few months ago and we received 3 million dollars from the WVWDA (Water Development Authority) and they a have strict time line requirement and has to be allocated by the end of next year and construction started by the end of 2026. Kylea said what this Project didn't originally anticipate was, the major increase from Clarksburg. Kylea said they met with Zach Dobbins and Kevin as they started to get a little uncomfortable and said these rates are going to get out of control. After discussion, they decided there is a significant amount of interest in the Fletcher Heights area, so they plan to go from Liberty High School through Fletcher Heights and as far out Davisson Run Road that the budget will allow. Kylea said that takes the total project from 9.1 million dollars down to 5 million dollars even. This includes a $2,500,000.00 WVWDA (Economic Enhancement Grant), $500,000.00 from the WVIJDC Grant and they are going to request a 1,000,000.00 WVDEP Loan forgiveness and a WVDEP Loan for a $1,000,000.00. Kylea said this still keeps about 7.1 million dollars investment coming into our customer base with a $1,000,000.00 dollar loan. So, when you look at it that way, it is not too bad. After discussion, **Connor Thompson made a motion to accept the proposed changes for Sun Valley PSD Phase III "B" Sewer Project, from $9,100,000.00 to $5,000,000.00, with a decrease of $4,100,000.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

4. **Lake Floyd Sewer Project**

A. Kevin and the Board reviewed the updated O&M Agreement with Lake Floyd PSD. After discussion, **Connor Thompson made a motion to approve the amended O&M Agreement between Sun Valley Public Service District and Lake Floyd Public Service District, and to change it to $500.00 for the monthly fee. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

B. Kevin informed the Board that the plant is decommissioned and Jim Allen has retired with his final check being November 2, 2023. Kevin said, they are still paying all bills that are associated with Lake Floyd PSD. He said that when we read the meters, we are creating an invoice for their people based on the water usage. We are sending them an invoice as they pay us and then, we pay Clarksburg Sanitary Board. Kevin said that Zack Dobbins is going to finish looking into this but, it looks like Lake Floyd PSD can pay off their bond around June 30, 2024, and then, hopefully, come July 1, 2024, they will come into our system with the approval from the PSC (Public Service Commission). Kevin said it might be a timing thing as there will have to be public meetings, etc. but they will come into our rate structure. Kevin and the Board discussed this in detail.

5. **Manager's Report**

A. Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and advised the Board that all of the Bond payments are paid to date.

B. Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on October 27, 2023 and discussed.

C. Kevin provided the Board with a copy of the Water and Sewer Spreadsheets that show the total amount billed compared to the total amount purchased for the month of October, 2023 and the total outstanding when the disconnects are mailed each month. Kevin and the Board discussed this in detail. After discussion, **Connor Thompson made a motion to write off**

$5,816.76 in bad debt for Water and Sewer. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

D. Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 10/31/23 and discussed.

E. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Water to Water Working Capital Reserve Savings Account for FY 2023-2024 and discussed in detail.

F. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Sewer to Sewer Working Capital Reserve Savings Account for FY 2023-2024 and discussed in detail.

G. Kevin provided the Board with copies of the Water Loss Report for July, 2023 through June, 2024, with a water loss of 16.21 % for the month of October, 2023 and with a year to date adjusted water loss of 22.79 %. Kevin and the Board discussed this in detail.

H. Kevin provided the Board with copies of our Monthly Reports for FY 2022-2023, per our Bond Payment Schedules where we post 2.5% of the Monthly Gross Revenue into Savings for Water & Sewer and discussed.

I. Kevin provided the Board with copies of Lake Floyd Invoice totals 2022-2023 & FY 2023 -2024 and discussed in detail.

J. Kevin provided the Board with a copy of the revised rate structure that the City of Clarksburg Sanitary Board has filed. We are going to have to eat the first month of their rate increase because of the way they filed it. Kevin and the Board discussed in detail.

K. Kevin provided the Board with a copy of the December, 2023 calendar and discussed.

6. **<u>Employee Issues</u>**

Sandra Patterson made a motion to go into Executive Session to discuss Employee Issues. Connor Thompson seconded the motion. All in favor, none opposed and none abstained. Gregg Dale announced the meeting was back in session.

1. Kevin and the Board had discussion regarding the Christmas and New Year's Holiday. After discussion, **Connor Thompson made a motion for the office to be closed the full day on Friday, December 22, 2023 for the Christmas Holiday and the full day on Friday, December 30, 2023 for the New Year's Holiday. Employees must use ½ day (4 hours) vacation or personal time for December 22, 2023 and a ½ day (4 hours) vacation time for December 29, 2023. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

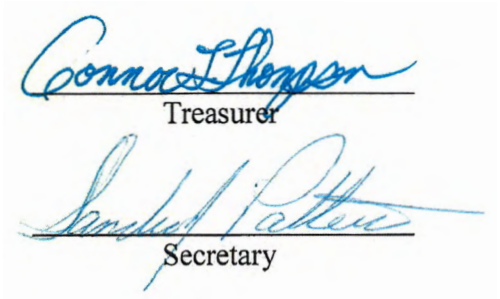
2. Kevin informed the Board that he has decided to do the employee evaluations/raises one time a year rather than going by employee anniversary dates. After much discussion, the Board approved a 4% pay increase for Sun Valley employees' effective the pay cycle starting 10/29/23. **Connor Thompson made a motion for a 4% pay increase on the hour for the following employees at Sun Valley PSD; Cathy Sparks went from $19.28/hr. to $20.05/hr.; Joyce Amos went from $15.01/hr. to $15.61/hr.; Rodney Miller went from $21.80/hr. to $22.67/hr.; Zachary Barnett went from $23.00/hr. to $23.92/hr.; Zachary Hayes went from $16.00/hr. to $16.64/hr.; Harrison Miller went from $15.50/hr. to $16.12/hr.; and Boyd Pratt went from $17.00/hr. to $17.68/hr. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

3. **Sandra Patterson made a motion to give Sun Valley PSD employees' yearly enhancements to the following; Kevin Short, $2,000.00; Cathy Sparks, $650.00; Joyce Amos, $550.00; Rodney Miller, $650.00; Zach Barnett, $650.00; Zach Hayes, $500.00; Bo Pratt, $300.00; and Harrison Miller, $300.00, for a total of $5,600.00 which will all come out of water revenue. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

7. **Next Board Meeting**
   Sandra Patterson announced that the next Board meeting would be December 12, 2023.

8. **Adjournment**
   There being no further business, **Connor Thompson made a motion to adjourn the meeting. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

_____
Chairman



Treasurer

Secretary

aja

C-4

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

** OPEN INVOICES ** DUE DATE: 11/30/23 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 11/30/23 **

** PAY-TO VENDOR **

ALL FUNDS

VENDOR#	VENDOR NAME / DATE	TRAN#	TYPE	REFERENCE	DESCRIPTION	I/P AMOUNT	I/P BALANCE
1,250	BENNETT & DOBBINS PLLC						
	4/16/21	190075	401	25095-SW	4TH QTR FY 2014-2015 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190076	401	25121-SW	1ST QTR FY 2015-2016 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190077	401	25194-SW	2ND QTR FY 2015-2016 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190078	401	25745-SW	3RD QTR FY 2015-2016 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190079	401	26019-SW	4th QTR FY 2015-2016 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190080	401	26065-SW	1ST QTR FY 2016-2017 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190081	401	26383-SW	2ND QTR FY 2016-2017 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190082	401	26716-SW	3RD QTR FY 2016-2017 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190083	401	26890-SW	4TH QTR FY 2016-2017 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190084	401	26982-SW	1ST QTR FY 2017-2018 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190085	401	27697-SW	2ND&3RD QTR FY 2017-2018 ACCTING WORK-SW	1,500.00	1,500.00
	4/16/21	190094	401	27856-SW	4TH QTR FY 2017-2018 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190095	401	28079-SW	1ST&2ND QTR FY 2018-2019 ACCTING WORK-SW	1,800.00	1,800.00
	4/16/21	190096	401	28571-SW	3RD QTR FY 2018-2019 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190097	401	28836-SW	ACCOUNTING SERVICES AGR HEP&SVPSD SW POR	750.00	750.00
	4/16/21	190098	401	29029-SW	4TH QTR FY 2018-2019 ACCOUNTING WORK-SW	900.00	900.00
	4/16/21	190101	401	30033-WA	ACCOUNTING WORK FY 2019-2020-WATER	6,300.00	6,300.00
	4/16/21	190102	401	30033-SW	ACCOUNTING WORK FY 2019-2020-SEWER	2,700.00	2,700.00
	4/16/21	190103	401	30516	ACCOUNTING WORK COVID 19 SW RATES	825.00	825.00
	9/29/23	240075	401	31069-WA	ACCOUNTING WORK FY 2020-2021 PSC & FINAN	5,600.00	5,600.00
	9/29/23	240076	401	31069-SW	ACCOUNTING WORK FY 2020-2021 PSC & FINAN	2,400.00	2,400.00
	9/29/23	240079	401	2022-786-SW	ACCOUNTING SERVICE FOR RATE INCREASES	1,825.00	1,825.00
	9/29/23	240081	401	2022-1124-WA	ACCOUNTING WORK FY 2021-2022 PSC & FINAN	5,600.00	5,600.00
	9/29/23	240082	401	2022-1124-SW	ACCOUNTING WORK FY 2021-2022 PSC & FINAN	2,400.00	2,400.00
						43,400.00*	43,400.00*
					VENDOR INVOICES	43,400.00**	43,400.00**

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	3	17,500.00	3	17,500.00
	FUND# 80	WATER FUND	3	17,500.00	3	17,500.00
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	21	25,900.00	21	25,900.00
	FUND# 81	SEWER FUND	21	25,900.00	21	25,900.00
		ALL FUNDS	24	43,400.00	24	43,400.00

C-5

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
December 21, 2023
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

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

7. Bill Hoover – General Manager
    7.1 Water
        7.1.a. Water Loss Report
        7.1.b. Water Leak Report
        7.1.c. General Updates
    7.2 Sewer
        7.2.a. General Updates
        7.2.b. Advertisement for administration for sewer river crossing
    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-6

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
11/01/2023 - 11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	184,943.90	209,330.00	(24,386.10)	97.52%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	35.71	50.83	(15.12)	0.02%
MISCELLANEOUS/RECONNECT FEES	3,658.12	486.00	3,172.12	1.93%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	1,000.00	350.00	650.00	0.53%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	189,637.73	210,716.83	(21,079.10)	
EXPENSES				
ACCT, BILLING, & COLLECTING	3,563.44	6,531.92	(2,968.48)	1.88%
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	13.01%
DIRECTORS FEES	525.70	542.50	(16.80)	0.28%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,437.20	6,811.67	625.53	3.93%
LAB SERVICE	1,252.00	892.67	359.33	0.66%
LABOR	32,049.92	30,720.83	1,329.09	16.94%
MAINTENANCE	24,270.28	11,802.08	12,468.20	12.83%
MISCELLANEOUS EXPENSE	0.01	-	0.01	0.00%
OFFICE SUPPLIES & EXPENSE	15.00	85.83	(70.83)	0.01%
OUTSIDE SERVICES/CONTRACT LABOR	4,077.65	6,772.25	(2,694.60)	2.16%
POWER PURCHASED	3,810.13	3,819.58	(9.45)	2.01%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,933.59	2,600.75	4,332.84	3.66%
REGULATORY COMMISSION	-	978.50	(978.50)	0.00%
RENEWAL & REPLACEMENT	1,386.00	5,268.33	(3,882.33)	0.73%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	1.32%
TAXES	2,767.50	2,391.67	375.83	1.46%
TRANSPORTATION	3,202.40	3,467.67	(265.27)	1.69%
UTILITIES	1,075.28	849.75	225.53	0.57%
WATER PURCHASED	69,732.22	89,855.50	(20,123.28)	36.85%
TOTAL EXPENSES	189,209.17	200,759.92	(11,550.75)	
NET SURPLUS (DEFICIT)	428.56	9,956.92	(9,528.36)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
11/01/2023 - 11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	210,149.70	234,937.67	(24,787.97)	96.73%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.15%
INTEREST INCOME	671.60	71.67	599.93	0.31%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	-	125.00	(125.00)	0.00%
UNUSUAL CHARGE	3,940.09	16,300.50	(12,360.41)	1.81%
TOTAL INCOME	217,261.39	253,934.83	(36,673.44)	
EXPENSES				
ACCT, BILLING, & COLLECTING	378.80	1,844.17	(1,465.37)	0.14%
BRIDGEPORT SANITARY BOARD	7,276.23	8,565.00	(1,288.77)	2.62%
TOWN OF WORTHINGTON	2,783.56	12,500.00	(9,716.44)	1.00%
CHEMICALS	-	1,067.50	(1,067.50)	0.00%
CLARKSBURG SANITARY BOARD	1,993.25	1,785.83	207.42	0.72%
DEBT SERVICE	112,379.86	112,125.67	254.19	40.43%
DIRECTORS FEES	474.30	520.00	(45.70)	0.17%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,620.39	5,424.92	195.47	2.02%
LAB SERVICE	684.00	663.33	20.67	0.25%
LABOR	19,333.69	20,931.50	(1,597.81)	6.96%
MAINTENANCE	21,375.67	16,534.17	4,841.50	7.69%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	912.11	1,514.17	(602.06)	0.33%
OUTSIDE SERVICES/CONTRACT LABOR	28,493.48	15,580.83	12,912.65	10.25%
POWER PURCHASED	13,721.25	14,535.08	(813.83)	4.94%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,255.66	2,032.58	4,223.08	2.25%
REGULATORY COMMISSION	75.00	1,222.50	(1,147.50)	0.03%
RENEWAL & REPLACEMENT	49,620.00	16,656.67	32,963.33	17.85%
RENT EXPENSE	-	-	-	0.00%
TAXES	942.45	1,105.00	(162.55)	0.34%
TRANSPORTATION	2,889.29	2,993.58	(104.29)	1.04%
UTILITIES	2,756.24	1,366.67	1,389.57	0.99%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	277,965.23	238,969.17	38,996.06	
NET SURPLUS (DEFICIT)	(60,703.84)	14,965.67	(75,669.51)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
11/01/2023 - 11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	395,093.60	444,267.67	(49,174.07)	97.10%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.61%
INTEREST INCOME	707.31	122.50	584.81	0.17%
MISCELLANEOUS/RECONNECT FEES	3,658.12	486.00	3,172.12	0.90%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	1,000.00	475.00	525.00	0.25%
UNUSUAL CHARGE	3,940.09	16,300.50	(12,360.41)	0.97%
TOTAL INCOME	406,899.12	464,651.67	(57,752.55)	
EXPENSES				
ACCT, BILLING, & COLLECTING	3,942.24	8,376.08	(4,433.84)	0.84%
BRIDGEPORT SANITARY BOARD	7,276.23	8,565.00	(1,288.77)	1.56%
TOWN OF WORTHINGTON	2,783.56	12,500.00	(9,716.44)	0.60%
CHEMICALS	-	1,264.92	(1,264.92)	0.00%
CLARKSBURG SANITARY BOARD	1,993.25	1,785.83	207.42	0.43%
DEBT SERVICE	136,990.71	136,721.67	269.04	29.32%
DIRECTORS FEES	1,000.00	1,062.50	(62.50)	0.21%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	13,057.59	12,236.58	821.01	2.80%
LAB SERVICE	1,936.00	1,556.00	380.00	0.41%
LABOR	51,383.61	51,652.33	(268.72)	11.00%
MAINTENANCE	45,645.95	28,336.25	17,309.70	9.77%
MISCELLANEOUS EXPENSE	0.01	-	0.01	0.00%
OFFICE SUPPLIES & EXPENSE	927.11	1,600.00	(672.89)	0.20%
OUTSIDE SERVICES/CONTRACT LABOR	32,571.13	22,353.08	10,218.05	6.97%
POWER PURCHASED	17,531.38	18,354.67	(823.29)	3.75%
PROPERTY/LIABILITY & INJURIES INSURANCE	13,189.25	4,633.33	8,555.92	2.82%
REGULATORY COMMISSION	75.00	2,201.00	(2,126.00)	0.02%
RENEWAL & REPLACEMENT	51,006.00	21,925.00	29,081.00	10.92%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	0.54%
TAXES	3,709.95	3,496.67	213.28	0.79%
TRANSPORTATION	6,091.69	6,461.25	(369.56)	1.30%
UTILITIES	3,831.52	2,216.42	1,615.10	0.82%
WATER PURCHASED	69,732.22	89,855.50	(20,123.28)	14.93%
TOTAL EXPENSES	467,174.40	439,729.08	27,445.32	
NET SURPLUS (DEFICIT)	(60,275.28)	24,922.58	(85,197.86)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 - 11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,034,239.43	1,046,650.00	(12,410.57)	97.14%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	2,865.70	254.17	2,611.53	0.27%
MISCELLANEOUS/RECONNECT FEES	19,578.10	2,430.00	17,148.10	1.84%
QUIET DELL LEASE	3,000.00	2,500.00	500.00	0.28%
TAP FEES	5,000.00	1,750.00	3,250.00	0.47%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,064,683.23	1,053,584.17	11,099.06	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	23,786.41	32,659.58	(8,873.17)	2.45%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	235.00	987.08	(752.08)	0.02%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	123,054.25	122,980.00	74.25	12.66%
DIRECTORS FEES	2,418.42	2,712.50	(294.08)	0.25%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	37,230.05	34,058.33	3,171.72	3.83%
LAB SERVICE	4,700.80	4,463.33	237.47	0.48%
LABOR	163,429.87	153,604.17	9,825.70	16.82%
MAINTENANCE	94,019.33	59,010.42	35,008.91	9.67%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	1,093.88	429.17	664.71	0.11%
OUTSIDE SERVICES/CONTRACT LABOR	21,551.15	33,861.25	(12,310.10)	2.22%
POWER PURCHASED	16,700.51	19,097.92	(2,397.41)	1.72%
PROPERTY/LIABILITY & INJURIES INSURANCE	13,689.25	13,003.75	685.50	1.41%
REGULATORY COMMISSION	6,976.93	4,892.50	2,084.43	0.72%
RENEWAL & REPLACEMENT	23,381.98	26,341.67	(2,959.69)	2.41%
RENT EXPENSE	12,500.00	12,875.00	(375.00)	1.29%
TAXES	14,131.87	11,958.33	2,173.54	1.45%
TRANSPORTATION	13,078.53	17,338.33	(4,259.80)	1.35%
UTILITIES	3,556.72	4,248.75	(692.03)	0.37%
WATER PURCHASED	396,332.80	449,277.50	(52,944.70)	40.78%
TOTAL EXPENSES	971,873.76	1,003,799.58	(31,925.82)	100.00%
NET SURPLUS (DEFICIT)	92,809.47	49,784.58	43,024.89	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,171,242.03	1,174,688.33	(3,446.30)	96.04%
FACILITIES CHARGE	12,500.00	12,500.00	-	1.03%
INTEREST INCOME	5,261.59	358.33	4,903.26	0.43%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,600.00	625.00	975.00	0.13%
UNUSUAL CHARGE	28,906.97	81,502.50	(52,595.53)	2.37%
TOTAL INCOME	1,219,510.59	1,269,674.17	(50,163.58)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	8,458.55	9,220.83	(762.28)	0.70%
BRIDGEPORT SANITARY BOARD	31,781.20	42,825.00	(11,043.80)	2.64%
TOWN OF WORTHINGTON	15,156.50	62,500.00	(47,343.50)	1.26%
CHEMICALS	6,511.75	5,337.50	1,174.25	0.54%
CLARKSBURG SANITARY BOARD	11,919.88	8,929.17	2,990.71	0.99%
DEBT SERVICE	561,899.30	560,628.33	1,270.97	46.75%
DIRECTORS FEES	2,181.58	2,600.00	(418.42)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	30,121.04	27,124.58	2,996.46	2.51%
LAB SERVICE	4,037.60	3,316.67	720.93	0.34%
LABOR	114,816.30	104,657.50	10,158.80	9.55%
MAINTENANCE	102,430.96	82,670.83	19,760.13	8.52%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	10,341.87	7,570.83	2,771.04	0.86%
OUTSIDE SERVICES/CONTRACT LABOR	86,358.40	77,904.17	8,454.23	7.18%
POWER PURCHASED	68,489.08	72,675.42	(4,186.34)	5.70%
PROPERTY/LIABILITY & INJURIES INSURANCE	12,343.25	10,162.92	2,180.33	1.03%
REGULATORY COMMISSION	6,483.69	6,112.50	371.19	0.54%
RENEWAL & REPLACEMENT	101,030.81	83,283.33	17,747.48	8.41%
RENT EXPENSE	-	-	-	0.00%
TAXES	5,958.34	5,525.00	433.34	0.50%
TRANSPORTATION	11,627.39	14,967.92	(3,340.53)	0.97%
UTILITIES	9,989.22	6,833.33	3,155.89	0.83%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	1,201,936.71	1,194,845.83	7,090.88	100.00%
NET SURPLUS (DEFICIT)	17,573.88	74,828.33	(57,254.45)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -11/30/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,205,481.46	2,221,338.33	(15,856.87)	96.55%
FACILITIES CHARGE	12,500.00	12,500.00	-	0.55%
INTEREST INCOME	8,127.29	612.50	7,514.79	0.36%
MISCELLANEOUS/RECONNECT FEES	19,578.10	2,430.00	17,148.10	0.86%
QUIET DELL LEASE	3,000.00	2,500.00	500.00	0.13%
TAP FEES	6,600.00	2,375.00	4,225.00	0.29%
UNUSUAL CHARGE	28,906.97	81,502.50	(52,595.53)	1.27%
TOTAL INCOME	2,284,193.82	2,323,258.33	(39,064.51)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	32,244.96	41,880.42	(9,635.46)	1.48%
BRIDGEPORT SANITARY BOARD	31,781.20	42,825.00	(11,043.80)	1.46%
TOWN OF WORTHINGTON	15,156.50	62,500.00	(47,343.50)	0.70%
CHEMICALS	6,746.75	6,324.58	422.17	0.31%
CLARKSBURG SANITARY BOARD	11,919.88	8,929.17	2,990.71	0.55%
DEBT SERVICE	684,953.55	683,608.33	1,345.22	31.51%
DIRECTORS FEES	4,600.00	5,312.50	(712.50)	0.21%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	67,351.09	61,182.92	6,168.17	3.10%
LAB SERVICE	8,738.40	7,780.00	958.40	0.40%
LABOR	278,246.17	258,261.67	19,984.50	12.80%
MAINTENANCE	196,450.29	141,681.25	54,769.04	9.04%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	11,435.75	8,000.00	3,435.75	0.53%
OUTSIDE SERVICES/CONTRACT LABOR	107,909.55	111,765.42	(3,855.87)	4.96%
POWER PURCHASED	85,189.59	91,773.33	(6,583.74)	3.92%
PROPERTY/LIABILITY & INJURIES INSURANCE	26,032.50	23,166.67	2,865.83	1.20%
REGULATORY COMMISSION	13,460.62	11,005.00	2,455.62	0.62%
RENEWAL & REPLACEMENT	124,412.79	109,625.00	14,787.79	5.72%
RENT EXPENSE	12,500.00	12,875.00	(375.00)	0.58%
TAXES	20,090.21	17,483.33	2,606.88	0.92%
TRANSPORTATION	24,705.92	32,306.25	(7,600.33)	1.14%
UTILITIES	13,545.94	11,082.08	2,463.86	0.62%
WATER PURCHASED	396,332.80	449,277.50	(52,944.70)	18.23%
TOTAL EXPENSES	2,173,810.47	2,198,645.42	(24,834.95)	100.00%
NET SURPLUS (DEFICIT)	110,383.35	124,612.92	(14,229.57)	

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	428.56
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	$	176.93
Accounts Payable	$	1,901.79
Customer Deposits	$	859.54
Due (From) To Sewer Fund	$	(38,323.94)
Net cash provided by Operating Activities	$	(34,957.12)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	-
Interest Income	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	(34,957.12)
Cash at beginning of period	$	1,245,713.38
Cash at end of period	**$**	**1,210,756.26**
Unrestricted Cash	$	597,939.43
Restricted Cash		
Depreciation Reserve	$	112,621.17
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	50,000.00
Customer Deposits	$	35,797.05
CD--Customer Deposits	$	60,011.48
CD-Depreciation Reserve	$	252,737.08
CD-SB 234	$	75,002.05
Total Restricted Cash	$	612,816.83
Total Unrestricted & Restricted Cash	**$**	**1,210,756.26**
	$	-

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	(60,703.84)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	$	18,637.94
Customer Deposits	$	2,283.27
Payroll Liabilities	$	656.84
Due (From) To Water Fund	$	38,323.94
Net cash provided by Operating Activities	$	(801.85)
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	3,180.00
Net cash provided by Financing Activities	$	2,331.11
Net cash increase (decrease) for period	$	1,529.26
Cash at beginning of period	$	2,278,478.69
Cash at end of period	**$**	**2,280,007.95**
Unrestricted Cash	$	980,593.63
Restricted Cash		
Construction Account	$	1,776.90
Depreciation Reserve	$	302,023.14
Rural Development Reserve	$	290.43
Bond Commission Sweep	$	74,221.79
ARPA	$	100.00
SB 234	$	50,000.00
Customer Deposits	$	65,917.81
CD-Customer Deposits	$	100,002.74
CD-Depreciation Reserve	$	604,461.25
CD-Rural Development Reserve	$	25,618.21
CD-SB 234	$	75,002.05
Total Restricted Cash	$	1,299,414.32
Total Unrestricted & Restricted Cash	**$**	**2,280,007.95**
	$	-

D.

Name of Organization/Applicant Clarksburg - Harrison Regional Housing Authority

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION:	$
ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):	
Attachment #1@	$
	$
	$
	$
	$
TOTAL	$

NAME OF PROJECT/EVENT: _____

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):		
INCOME SOURCE:	Att #2	$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)	
Att #3	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Applicant Donna L DeFrance

12-11-23
Date

SCHOOL SUPPLIES NEEDED ATTACHMENT # 1a

200 BACKPACKS

400 POCKET PAPER PORFOLIO FOLDERS

200 (24) COUNT CRAYOLA CRAYONS

200 GLUE STICKS

200 1-SUBJECT WILD-RULE SPIRAL NOTEBOOKS

100 1- SUBJECT COLLEGE-RULE SPIRAL NOTEBOOKS

200 3-HOLE PUNCH LOOSELEAF WIDE-RULES PAPER

100 3- HOLE PUNCH LOOSELEAF COLLEGE-RULES PAPER

200 RULERS

200 HI-LITERS

200 COLARED PENCILS

200 LARGE PINK ERASERS

600 # 2 PENCILS

200 PENS

200 PENCIL SHARPENERS

200 5" BLUNT SCISSORS

200 PACKAGES OF INDEX CARDS

200 PRINTED SCHOOL SCHEDULES

250 TOOTH BRUSHES

250 TOOTHPASTE

200 COMBS

200 POCKET TISSUE PACKETS

200 POCKET-SIZE HAND SANITIZERS

200 DENTAL FLOSS

VENDOR DONATIONS AS OF 10/30/2023	
UNICARE HEALTH PLAN OF WEST VIRGINIA	
PERSONAL HYGIENE PACKS	100
PEPSI-COLA GROUP	
POP	5 CASES OF POP= 120 CANS
DE MARCO'S MACHAINE SHOP	
ONIONS	10 LB
TOMATOES	2 ½ BUSHELS
GREEN PEPPERS	2 ½ BUSHELS
HOT PEPPERS	1 BUSHELS
YELLOW SUMMER SQUASH	2 BUSHELS
CUCUMBERS	2 BUSHELS
SWEET YELLOW CORN	2 BUSHELS
CABBAGE	2 BUSHELS
SACRED HEART CHILDREN'S CENTER	
CHECK DONATION	$ 5,000.00
HARRISON COUNTY COMMISSION	
CHECK DONATION	$ 1,000.00
CITY OF CLARKSBURG	
CHECK DONATION	$ 400.00

PURCHASES as of 10/30/2023	
WALMART BOOKBAGS	$ 2,007.01
SAM'S CLUB	$ 1,427.43
WALMART	$ 206.93
PRICE CUTTERS	$ 187.16
FAMILY DOLLAR	$ 38.68
DOLLAR GENERAL	$ 58.72
QUANTUM PARTY RENTALS	$ 1,480.00
TOTALS	$ $ 5,405.93
LESS CASH DONATIONS	(- $ 6,400.00)
TOTAL COST TO HOUSING AUTHORITY	$ 0.00
BALANCE 2023	$ 994.07

West Virginia Veterans Nursing Facility
One Freedoms Way
Clarksburg WV 26301

RECEIVED
DEC 11 2023
HARRISON COUNTY
COMMISSION

December 7, 2023

Harrison County CEOS
301 West Main St.
Clarksburg, WV 26301

Dear Members,

On behalf of the West Virginia Veteran's Nursing Facility, I would like to thank you for your generous donation of Blankets, books, pens, toothbrushes and ornaments for our residents. It is organizations like yours that provide much needed support to our veterans who have given so much to our country.

Thanks again for your generous support of our veterans.

Sincerely,

Peggy Alexander
Administrative Services Manager 1
West Virginia Veterans Nursing Facility
(304) 326- 6470