Work Session
Monday, March 20, 2023

The Harrison County Courthouse will be opened with limited seating at the County Commission meeting due to the COVID – 19 requirements for social distancing. However, you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting

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https://us02web.zoom.us/j/7628160712

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 270967

1:30 P.M. --- Call to Order

New Business – Action Items for Consideration or Approval:

1. **Discuss Resolution and Order for Wolf Summit Energy – (Potential executive session pursuant to attorney/client privilege and 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 state or any political subdivision .**
2. **Discuss Harrison County Parks and Recreation**
3. **Discuss 2023-2023 Budget**
4. **Discuss acquisition of approximately 55.04 acres, more or less, related to the Harrison County Rail Trail System –(Potential executive session pursuant to attorney/client privilege and 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 state or any political subdivision .**

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

RESOLUTION AND ORDER RECOMMENDING THAT THE HARRISON COUNTY DEVELOPMENT AUTHORITY RENEW A SITE OPTION IN FAVOR OF WOLF SUMMIT ENERGY, LLC AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO CONVEY THE SUBJECT REAL PROPERTY TO THE AUTHORITY ON REQUEST, ALL TO FACILITATE THE DEVELOPMENT AND CONSTRUCTION OF AN ENERGY PROJECT IN HARRISON COUNTY.

WHEREAS, Wolf Summit Energy, LLC ("Wolf Summit"), as assignee and successor-in-interest to the development rights of ESC Harrison County Power, LLC ("ESC Harrison"), has advised that it is advancing the development of a natural gas-fired power generation facility to be located in Harrison County ("Project"); and

WHEREAS, the County Commission of Harrison County ("Commission") has previously expressed its support for the development of the Project as reflected in a resolution adopted on February 14, 2018;

WHEREAS, ESC Harrison and the Harrison County Development Authority ("Authority") were parties to an Amended and Restated Option to Purchase Real Property dated as of September 22, 2016 ("Site Option") under which ESC Harrison held the option to acquire from the Authority certain real property described therein on which to construct all or a portion of the Project (the "Property"); and

WHEREAS, the Site Option, which Wolf Summit advises is necessary for the development of the Project, has expired and needs to be re-executed in the name of Wolf Summit as optionee; and

WHEREAS, the Commission currently owns the Property and will need to convey it to the Authority to facilitate the transactions contemplated in the Site Option; and

WHEREAS, to facilitate the further development of the Project, it is appropriate (i) to renew the Commission's resolution of support for the development of the Project, (ii) to authorize and direct the President of the Commission, in furtherance of the transactions described in the Site Option, to execute and deliver to the Authority one or more deeds, in such form as the Commission's counsel deems appropriate and as may be acceptable to the Authority and its counsel, to convey the Property to the Authority, and (iii) to recommend and direct that the Authority renew and re-execute the Site Option with Wolf Summit on the terms set forth therein.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSION AS FOLLOWS:

1. Recitals. The recitations in the recitals set forth above are true and correct to the best of the Commission's knowledge and belief.

2. Renewal of Support for Project. The Commission renews its resolution of support for the Project dated February 14, 2018.

3. Authorization to Convey Property. The Commission authorizes and directs its President, in furtherance of the transactions described in the Site Option, to execute and deliver to the Authority one or more deeds, in such forms as the Commission's counsel deems appropriate and as may be acceptable to the Authority and its counsel, to convey the Property to the Authority.

4. Re-Execution of Site Option. The Commission recommends and directs the Authority to renew and re-execute the Site Option with Wolf Summit on the terms set forth therein.

5. Open Meeting. The Commission hereby finds and determines that all formal actions relative to the adoption of this Resolution and Order were taken in an open meeting of the Commission dated as of the date set forth below and that all deliberations of the Commission that resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements.

ADOPTED BY THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA at a duly noticed regular meeting held in Clarksburg, West Virginia, on March 8, 2023.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name: Susan Thomas
Title: President

4

MEMORANDUM OF UNDERSTANDING

By and Between

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

&

THE HARRISON COUNTY PARKS AND RECREATION COMMISSION

DATED:_____

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

RECITALS

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

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

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

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

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

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

I. Responsibilities of The Harrison County Commission.

The Harrison County Commission shall:

(1) Operate and maintain all facilities used by the Harrison County Parks And Recreation Commission, unless otherwise agreed, consistent with all applicable laws and regulations.

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

(3) Coordinate with the Harrison County Parks And Recreation Commission concerning the transfer of vital services levy funds. This process shall involve, among others, the quarterly distribution of vital services levy funds unto the Harrison County Parks And Recreation Commission into a designated account by the Harrison County Commission starting on or after _ _____.

(4) Coordinate with the Harrison County Parks And Recreation Commission to procure sufficient insurance coverages for the Harrison County Commission and the Harrison County Parks

And Recreation Commission related to the Harrison County Parks And Recreation Commission's day to day risks, operations and activities in and throughout Harrison County, West Virginia.

(5) Assist the Harrison County Parks And Recreation Commission, upon its request, in evaluating and procuring alternative funding for the benefit of the Harrison County Parks And Recreation Commission, e.g. grant funding.

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

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

The Harrison County Parks And Recreation Commission shall:

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

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

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

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

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

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

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

(8) Upon reasonable request, provide to the Harrison County Commission an accounting as to how and when levy funds were expended.

III. General Terms and Conditions.

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

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

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

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

This MOU is not intended by the parties to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each

party hereto shall act independent of each other, and neither shall act as an agent of the other for other purposes. Neither Party has the authority to bind the other Party.

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

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

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

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

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

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

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

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

HARRISON COUNTY COMMISSION, WEST VIRGINIA

_____

Its:_____

Dated:_____

HARRISON COUNTY PARKS AND RECREATION COMMISSION

_____

Its:_____

Dated:_____