Wednesday, January 24, 2024
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:
9:00 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. Cody Ball --- New Hire --- Maintenance --- Effective 1/29/2024**
   - **B. Christopher Skinner --- New Hire --- Maintenance --- Effective 1/29/2024**
   - **C. Chris Jeney --- New Hire --- Maintenance --- Effective 1/29/2024**
   - **D. Jacqui Tennant --- Resignation --- Commission Office --- Effective 1/19/2024**
   - **E. Jacqueliene Martin --- New Hire --- Tax Division --- Effective 1/25/2024**
   - **F. Erica Watson --- New Hire --- 911 --- Effective 1/25/2024**
   - **G. Braiden Klema --- LWOP --- 911 --- Effective 1/09/2024**
4. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Regular Meeting Minutes --- 12-20-2023**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Vendor List of Payments**
6. **Review – Discuss – Consider option to purchase property on Meadowbrook Rd. (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County**

7. 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. (01/24/24) --- Jackson Kelly & UMB Bank --- $ 2,978.33
8. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County)
    A. Heating and Air Issues
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:
    Exhibit A --- Emergency Absentee Voting Policy --- Primary & General Elections 2024
11. Review - Discuss - Consider Request to travel --- Jessica Smith --- Community Corrections Day Report --- Peer Recovery Examination --- 02-16-2024 --- Morgantown, WV
12. Review – Discuss – Consider A Resolution Authorizing the application for funds from the FY2024 West Virginia Community Corrections Program
13. Review – Discuss – Consider A Resolution Authorizing the application for funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program
14. Review – Discuss – Consider Application or Proposal for grant or renewal of a Cable Franchise (Spectrum Mid-America, LLC
    Exhibit A --- Agreement Renewal with Spectrum Mid-America, LLC and affix President's signature
15. Review – Discuss – Approve Reappointment of Michael Sieber to the Bingamon PSD Board term 01-24-2024 thru 11-30-2030
16. Review discuss consider setting dates for Board of review and equalization
17. Administrator's Report
18. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 01-03-2024 thru 01-09-2024
B. Monthly Fiduciary Commission Settlements: (NONE)

C. **Monthly Minutes/Financial Information from Various Boards, Committees and Public Service**

1. **Enlarged Hepzibah PSD --- Regular Meeting Minutes --- 10-16-2023**
2. **Enlarged Hepzibah PSD --- Financials --- 10-31-2023**
3. **Enlarged Hepzibah PSD --- Regular Meeting Minutes --- 11-13-2023**
4. **Enlarged Hepzibah PSD --- Regular Meeting Minutes --- 11-30-2023**
5. **Sun Valley PSD --- Regular Meeting Minutes --- 12-12-2023**
6. **Sun Valley PSD --- Vendor Report --- 12-31-2023**
7. **East View PSD --- Regular Meeting Minutes --- 01-09-2024**
8. **Greater Harrison PSD --- Meeting Agenda --- 01-25-2024**
9. **Greater Harrison PSD --- Financials --- 12/01/2023 – 12/31/2023**

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

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

PAYROLL CHANGE NOTICE 3-A

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/29/2024		| | | - | | - | | | |
NAME Cody Ball		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 424 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE		7-1
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Janitorial/Maintenance

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01/18/2024
HUMAN RESOURCES MANAGER	DATE 11/7/2024

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3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/29/2024		| | |-| | |-| | | |
NAME Christopher Skinner		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 434 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☒ RATE		6-1
☐ 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) Maintenance

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01/18/2024
HUMAN RESOURCES MANAGER Laura Ryle	DATE 1/17/2024

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3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/29/2024		| | |-| | |-| | | | |
NAME Chris Toney		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 424 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X RATE	12-1	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Maintenance

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 11/17/2024

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3-D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/19/2024		

NAME	ADDRESS
Jacqui Tennant	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		401	

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) Payout remaining Vacation Days.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE
[signature]	1/17/2024

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3-E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/25/2024		| | | -| | | -| | | | |

NAME	ADDRESS
Jacqueliene Martin	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Tax Division	

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) New Hire effective 1/25/2024, paygrade/step 4-1

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Katie M. Matthews, Sheriff	DATE 1-17-2024
HUMAN RESOURCES MANAGER	DATE

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3-F

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
01-25-2024		- -

NAME	ADDRESS
ERICA WATSON	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		PG - 3 - 1
☑ JOB	-	$ 32,700
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) HIRE FOR E911 DISPATCHER TRAINEE

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrew D. Bank	DATE 01-17-2024
HUMAN RESOURCES MANAGER	DATE

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PAYROLL CHANGE NOTICE 3-G

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
01-09-24		| | |-| | |-| | | | |

NAME	ADDRESS
BRAIDEN KLEMA	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) 48 HRS LWOP - EXTENDED MEDICAL

(HAS RETURNED TO WORK SINCE 1-4-24)

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrew D. Bailey	DATE 1-10-24
HUMAN RESOURCES MANAGER	DATE

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4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday December 20, 2023, Commissioners Susan Thomas and David Hinkle were present. Commissioner Patsy Trecost II was present via ZOOM. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and Commissioner Hinkle said a prayer and led those present in the Pledge of Allegiance to the flag.

15. Review – Discuss – Award winners for the Christmas Decorating competition
    - Best Department
    - Best Office/workspace

Ryan Kennedy presented the decoration awards.
MacGyver Award goes to Animal Control for the repurposing of Department materials to create a festive theme

DIY Award goes to Voter's Registration for crafty handmade decorations and treats

Curb Appeal award goes to County Clerk's office for an inviting and festive entrance

IMAX Award goes to Assessor's Office for the guided immersive experience and storyline

Infinity and Beyond Award goes to Circuit Clerk's office for extensively decorated offices, cubicles & staff

Bing Crosby Award goes to Sheriff's tax office for the classic and traditional decorations

Chuck E. Cheese Award goes to Extension office for the interactive fun and games

1. Public Comment Period: NONE
2. Consent Agenda: Hinkle moved to approve. Commission concurred.
3. Payroll Change Notices: Hinkle moved to approve A through D. Commissioner Trecost wants John Laulis retirement verified. Commission concurred.
    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: Hinkle moved to approve vendor list A. Commission concurred.
    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: Hinkle moved to approve 7A in the amount of $329,871.32. Commission concurred.

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: NONE

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: Hinkle moved to approve the agreement. Commission concurred.

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

Laura Pysz-Laulis spoke of the MOU differences between items A and B. Hinkle moved to approve 12B MOU between the County and the City of Clarksburg. Commission concurred.

13. Review – Discuss – Consider FY 2024 HIDTA Subaward Agreement: Gina Jones spoke on the use of funds and the benefits to the County. Hinkle moved to approve. Hinkle moved to approve the 2024 HIDTA grant. Commission concurred.

14. Review – Discuss – Consider FY 2021 Emergency Management Performance Grant Award: Hinkle moved to approve and affix signatures. Commission concurred.

16. Review -- Discuss – Consider Dollar General Store #25331, Enterprise, WV ABCA License (Application & Letter from Commission): Hinkle moved to approve. Commission concurred.

17. Review – Discuss - Consider Authorizing County Attorney to Draft Letter to GE re: Timely Payment and Satisfaction in Full of Steptoe & Johnson Invoice: Hinkle moved to approve the County Attorney to draft a letter to GE for the Steptoe and Johnson payment. Commission concurred.

18. Review – Discuss – Consider Order for Delinquent or Unprogressed Estates: Hinkle moved to approve the order for delinquent and unprogressed estates. Commission concurred.

19. Administrator's Report: Laura Pysz-Laulis advised that the fuel cards have arrived and are being tested on a small scale.

20. Commissioner Comments – Questions: Commissioner Hinkle spoke of the decorations and wished everyone a Merry Christmas.

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

Susan Thomas, President

Date

Date of Meeting	January 24,2023	Invoice - Quote								5-A
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
Commission	Carahsoft Technology	Software	$6,028.80							
Commission	Exponent Telegram	Legal Ad	$60.55							
Commission	James & Law	Supplies	$234.80							
Commission	Exponent Telegram	Legal Ad (2 Invoices)	$52,653.73							
Commission	Glen Elk Iron	Employee Wellness	$128.00							
Commission	A-1 Exterminating	Pest Control (4 Invoices)	$563.25							
Commission	Town of Nutter Fort	Water/Waste	$564.94							
Commission	Frontier	Service	$22.16							
Commission	Exponent Telegram	Legal Ad	$50.88							
Commission	Nelson Mullins	Services (2 Invoices)	$5,486.50							
Commission	The Water Shop	Water Service (2 Invoices)	$42.00							
Commission	Thomson Reuters	Online Service	$533.22							
Commission	James & Law	Supplies	$40.74							
Commission	Software Systems	Level 2 & 3 Maint.	$1,875.20							
Commission	Toshiba	Copier Rental	$184.32							
Commission	City of Clarksburg	Fire Fees	$10,837.56							
Commission	State Electric	Supplies	$4.64							
Commission	James & Law	Supplies	$43.50							
Commission	The Thrasher Group	Record of Eng	$520.00							
Commission	Wilson Glass	Glass on Desks (2 Invoices)	$2,255.00							
Commission	Pace Shredding	Shredding Services	$185.00							
Commission	Truist Bank	Supplies								
Commission	Mon Power	service	$957.08							
Commission	U S Cellular	Modem & Tablets	$4,014.54							
Commission	Hart	Copier Rental	$132.04							
Commission	Hart	Copier Rental	$200.30							
Commission	City of Clarksburg	Fire Fees	$4,617.00							
Commission	U S Cellular	Cellular Service	$1,178.50							
Commission	Visual Edge	Copier Rental (3 Invoices)	$703.85							
Commission	Visual Edge	Copier Rental (6 Invoices)	$1,859.54							
Commission	The Thrasher Group	CSX Property Report	$23,210.74							
Commission	TLG Printing	Business Cards	$150.00							
Commission	Aspen Technologies	Maintenance	$941.47							
Commission	Mon Power	Service	$10,835.74							
Commission	Mon Power	Service	$40.40							
Commission	Truist Bank	Fuel/Deputies	$132.23							
Commission	Uline	Safety Mirror	$142.13							
Commission	Clarksburg Water Board	service	$102.66							
Commission	The Arc of Harrison Co.	Plaza Cleaning	$360.00							
Commission	MVB Bank	609 W.Main St. Property	$6,222.12							
Commission	West Union Bank	Cruiser Lease Payment	$117,769.35							
Commission	Harrison County Bank	Airport Property Payment	$34,395.48							
Courts	The Water Shop	Water Service	$63.25							
Courts	The Water Shop	Water Service	$14.25							
Courts	The Water Shop	Water Service	$34.00							
Prosecuting Attorney	AT&T Mobility	Service	$274.14							
Assessor Office	MPB Printing	Business Cards	$510.00							
Assessor Office	James & Law	Visual Board	$300.00							

Date of Meeting	January 24,2023	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Towing Officer	Truist Bank	Laptop			$459.00					
HC Senior Center	Emcor	HVAC Repairs			$9,044.00					
911 Center	Pace Shredding	Paper Shredding Service			$39.00					
911 Center	Turist Bank	Supplies			$140.19					
911 Center	Frontier	Data Circuit		$1,532.00						
911 Center	Central Square Technologies	911 Phone System Replacement		$33,801.30						
911 Center	APCO International	Recertification		$95.00						
911 Center	APCO International	Recertification		$30.00						
911 Center	APCO International	Recertification		$30.00						
911 Center	Vertive	Yearly Maintenance		$10,678.96						
911 Center	When to Work	Online Scheduling Service		$715.00						
911 Center	Vertive	Yearly Maintenance		$1,956.63						
911 Center	Vertive	Yearly Maintenance		$2,167.45						
911 Center	Vertive	Yearly Maintenance		$1,956.63						
911 Center	Lowe's	Supplies			$49.15					
911 Center	Frontier	Service		$5,027.60						
Law Enforcement	Truist Bank	Supplies	$912.34							
Law Enforcement	Truist Bank	Supplies	$543.41							
Law Enforcement	U S Cellular	Cellular Account	$2,522.67							
Law Enforcement	Truist Bank	Supplies	$284.20							
Law Enforcement	TLG Printing	Business Cards	$20.00							
Law Enforcement	Robin's Perfect Fit	Alterations	$66.00							
Law Enforcement	TLG Printing	Business Cards	$20.00							
Law Enforcement	Markl Supply	Ammo	$6,766.15							
Law Enforcement	Skasiks Cleaners	Dry Cleaning L.E.	$380.45							
Process Server	U S Cellular	Cellular Account	$177.56							
Process Server	Skasiks Cleaners	Dry Cleaning	$78.00							
Circuit Clerk	Hart Office Solutions	Printer Cartridge	$410.00							
Circuit Clerk	James & Law	Calendars	$115.48							
Garage	Chenoweth Ford	Automobile Parts	$261.37							
Garage	Sandy's	Supplies	$10.99							
Garage	Hillbilly Towing	Towed Vehicle	$130.48							
Garage	Advance Auto	Automobile Parts	$133.35							
Garage	Advance Auto	Automobile Parts	$101.00							
Garage	Sandy's	Supplies	$84.98							
County Clerk	POS Supply Solutions	Cartridge Ribbons	$52.77							
County Clerk	Amazon	Supplies	$32.22							
County Clerk	Exponent Telegram	Legal Ad	$180.80							
Michelle Tonkin	Jarom & Associates	Appraisal	$1,000.00							
Magistrates	WV Paging	Pagers	$162.00							

Date of Meeting	January 24,2023	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Maintenance	Liberty Distributors	Supplies	$993.60							
Maintenance	Liberty Distributors	Supplies	$874.59							
Maintenance	Marsh Lumber	Supplies	$21.99							
Maintenance	Whaley Distributors	Supplies	$1,103.52							
Maintenance	Amazon	Printer	$858.00							
Courthouse Security	Skasiks Cleaners	Dry Cleaning	$244.20							
Community Corrections	Alcohol Monitoring	Supplies				$15.12				
Community Corrections	Alcohol Monitoring	Supplies				$1,232.44				
Community Corrections	Alere Toxicology	Lab Confirmations				$2,233.95				
Community Corrections	Best Notes	Subscription				$499.00				
Community Corrections	Best Notes	Late Fee				$7.61				
Community Corrections	Heaster-Hart	Copier Rental				$148.00				
Community Corrections	James & Law	Supplies				$22.50				
Community Corrections	Micro Distributing	Supplies				$750.10				
Community Corrections	Micro Distributing	Supplies				$33,551.80				
Community Corrections	OpAns	Lab Confirmations				$8,800.00				
Community Corrections	Stationers	Supplies				$329.22				
Community Corrections	Uline	Supplies				$594.28				
Community Corrections	U S Cellular	Cellular Account				$492.45				
Animal Control	U S Cellular	Cellular Account			$133.48					
Animal Control	Enterprise Sanitation	Waste Collection (2 Invoices)			$209.78					
Animal Control	Lowe's	Supplies			$316.44					
Animal Control	WV Board of Vet. Medicine	Certification Renewal			$62.50					
Animal Control	Truist Bank	Supplies			$277.71					
Animal Control	Tractor Supply	Supplies			$279.90					
Park & Rec.	UniFirst	Weekly Rug Rental			$29.08					
Park & Rec.	Triumph	Repalcement Toilet			$2,143.19					
Park & Rec.	First Citizens Bank	Copier Rental			$368.08					
Park & Rec.	McCarty's	Monthly Rental			$275.00					
Park & Rec.	UniFirst	Weekly Rug Rental			$18.08					
Park & Rec.	U S Bank	Yearly Statement Fee			$12.00					
Park & Rec.	Enterprise Sanitation	Waste Collection			$414.82					
Park & Rec.	Marsh	Tools			$16.63					
Park & Rec.	Mon Power	Service (2 Invoices)			$11.67					
Park & Rec.	Visual Edge	Copier Rental			$15.57					
Park & Rec.	Marsh	Rock Salt			$56.60					
Park & Rec.	Clarksburg Water Board	Service			$117.32					
Park & Rec.	Krogers	Training			$150.81					
Park & Rec.	Truist Bank	Yearly Subscription			$287.83					
			$310,017.72	$57,990.57	$14,927.83	$48,676.47	$0.00	$0.00		$0.00
					Grand Total :	$431,612.59				

COMMISSIONER'S SIGNATURE

Date of Meeting	January 24,2023	Invoice- Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed

COMMISSIONER'S SIGNATURE DATE

COMMISSIONER'S SIGNATURE

DATE

COMMISSIONER'S SIGNATURE

DATE

7-A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (01/24/24)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$2,978.33**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$2,978.33** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$2,978.33** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **24th day of January, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Jackson Kelly	Invoice #1200377	Dated: 01/10/2024	$ 531.00
UMB Bank	Invoice #965630	Dated: 12/20/2023	$2,447.33
	Total		**$ 2,978.33**

UMB

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

Invoice 965630

Invoice Date:	**December 20, 2023**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

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

Billing Period:	**November 1, 2023 through November 30, 2023**
Prior Balance:	$5,119.32
Payments Received as of December 7, 2023	$3,154.66
Adjustments	$ 0.00
Outstanding Balance:	$1,964.66
Current Billing Period:	
Current Period Fees	$2,447.33
Total Fees Due	$4,411.99

Remittance Stub
Billing Period 11/01/2023 - 11/30/2023

Account Number:	141961.1
Invoice Number:	965630
Remit Balance	$4,411.99

Payment Due Upon Receipt

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

☐ Check Enclosed $_____

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	965630
Attention	Fee Processing

2008

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

UMB

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

Invoice 965630

Account Detail

Account Number: 141961.1

Charles Pointe Project 2008AB

Administrative Fees

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

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		1.90	710.00	1,349.00		
	Default Administration Fees		1.00	640.00	640.00		1,989.00
Volume Based Total:			**2.90**				**1,989.00**
Transaction Fees Total							**$1,989.00**

Account Total **$2,447.33**

UMB

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

Invoice 965630

Statement of Receivables

Reflects Only Those Payments Received And Applied As of December 7, 2023

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
~~945223~~	~~April 17, 2023~~	~~March 1, 2023 to March 31, 2023~~	~~902.33~~	~~234 days~~
962337	November 17, 2023	October 1, 2023 to October 31, 2023	1,062.33	20 days
	Total Balance Due		**1,964.66**	

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

January 10, 2024
Invoice No. 1200377

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1200377 **$531.00**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1172936	01/09/23	708.00
1195279	10/23/23	88.50
1198323	12/08/23	855.50

Total Amount of Prior Invoices Outstanding 1,652.00

Total Amount Due $2,183.00

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

PLEASE RETURN THIS PAGE WITH REMITTANCE

NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE February 9, 2024

2008

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

January 10, 2024
Invoice No. 1200377

For Legal Services Rendered through December 31, 2023.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
12/01/23	M. Imbrogno	Attending board meeting.	0.30	88.50
12/01/23	M. Imbrogno	Preparing draft board meeting minutes.	0.30	88.50
12/05/23	M. Imbrogno	Corresponding regarding December meeting minutes.	0.20	59.00
12/06/23	M. Imbrogno	Corresponding regarding December meeting minutes; phone call with T. Scoville regarding execution of meeting minutes.	0.60	177.00
12/11/23	M. Imbrogno	Finalizing and corresponding regarding December meeting minutes.	0.20	59.00
12/14/23	M. Imbrogno	Corresponding regarding executed December meeting minutes.	0.20	59.00
		Total Hours	1.80	
		Services		$531.00
		Total This Matter		$531.00

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

PAYMENT DUE February 9, 2024

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

January 10, 2024
Invoice No. 1200377

If you would prefer to have your invoices emailed or need to update your current email on file, please contact us at JK_Billing@jacksonkelly.com.

PAYMENT DUE February 9, 2024

10-A

EMERGENCY ABSENTEE VOTING POLICY

HARRISON COUNTY, WEST VIRGINIA

2024 PRIMARY AND GENERAL ELECTIONS

WHEREAS, West Virginia Code 3-3-5c (a) authorizes county commissions in West Virginia to adopt a policy extending emergency absentee voting procedures in their county: and

WHEREAS, it is the opinion of this Commission that the adoption of such a policy would benefit the citizens of Harrison County:

THE FOLLOWING POLICY IS HEREBY ADOPTED BY THIS COMMISSION:

A person qualified to vote an absentee voter's ballot as defined by West Virginia Code 3-3-1 and who is confined or expects to be confined on the day of the election in:

UNITED HOSPITAL CENTER

Such qualified person or immediate family must make proper request for voting an emergency absentee ballot no earlier than the seventh day proceeding the election and no later than noon on Election Day as set forth in 3-3-5c(d).

Accordingly, the above emergency absentee voting policy is adopted by the undersigned commissioners this ____ day of January 2024.

Harrison County Commission

Approval to Travel

11

Travelers Name: Jessica Smith
Department: Harrison County Community Corrections, Day Report Center
Destination: 6 Riddle Ct. WVU Morgantown, WV 26505-2693
Travel Dates: February 16, 2024
Reason: Peer Recovery Examination

Estimated Cost $

Transportation $

Air	$				
County Vehicle	$				
Private Vehicle	$	$51.00		miles @ $0.65	per mile
Rental Car	$			days @	per day

Lodging ____ nights @ ____ /night ____

Registration $0.00

Meals ____

Airport Parking ____

Approving Authority (Elected Official/Departmental Head) [signature] Date 1/10/2024

County Commission Action ( ) Approve ( ) Disapprove

Date ____

12

A RESOLUTION
AUTHORIZING THE APPLICATION FOR FUNDS FROM THE FY2024 WEST VIRGINIA COMMUNITY CORRECTIONS FUND FOR THE HARRISON COUNTY COMMUNITY CORRECTIONS PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Harrison County Commission wishes to participate in the West Virginia Community Corrections Program, and

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

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

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

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

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

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

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

1. The Harrison County Commission authorizes the application for funds from the West Virginia Community Corrections Fund in an amount not to exceed **$200,000** and said program shall be in proper form and comply with all federal, state, and local laws.

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

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

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

PASSED by the Harrison County Commission on this the 24th day of January 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

13

A RESOLUTION AUTHORIZING THE APPLICATION FOR FUNDS FROM THE WV JUSTICE REINVESTMENT INITIATIVE TREATMENT SUPERVISION GRANT PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

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

WHEREAS, the Harrison County Commission will participate in the Justice Reinvestment Act - Treatment Supervision Implementation Program through West Virginia Division of Justice and Community Services, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Division of Justice and Community Services to develop the capabilities of the community corrections program, and

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

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

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

1. The Harrison County Commission authorizes the application for funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program and the West Virginia Division of Justice and Community Services in the amount of **$80,000** and said program shall be in proper form and comply with all federal, state, and local laws.

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

PASSED by the Harrison County Commission on this the 24th day of January 2024.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

FORM NO. 1 AND INSTRUCTIONS

APPLICATION OR PROPOSAL FOR GRANT OR RENEWAL OF A CABLE FRANCHISE

A. Introduction

The purpose of this application or proposal (application) form is to comply with the provisions of the West Virginia Cable Television Systems Act, West Virginia Code 24D-1-1 et seq. (1999), and the Cable Communications Policy Act of 1984 (Cable Act). This document contains or refers to information and instructions relating to the preparation and filing of the application; the conditions and provisions regarding the operation and maintenance of the cable communications system; and the procedure to be used in evaluating the application. Appended are forms indicating information which must be provided by the Applicant.

A term used in this document shall have the same meaning as the term is defined in W.Va. Code 24D-1-1 et seq.

Applicant should carefully read the following instructions, since they contain various data and specifications which must be used in the preparation of its application. This document consists of: (1) the General Instructions; (2) the Information Requirements; (3) Applicant's Affidavit; and (4) Forms A, B, C, D, E, F, G, H, and I.

No application or proposal for renewal or grant of a cable franchise may not be accepted by a Franchising Authority unless it follows the required format and provides all information requested herein.

THE FRANCHISING AUTHORITY RESERVES THE RIGHT TO REQUIRE APPLICANT TO SUBMIT TO THE FRANCHISING AUTHORITY FURTHER AND MORE DETAILED INFORMATION THAT IS CALLED FOR BY THESE INSTRUCTIONS, OR THAT MAY BE INCLUDED IN ANY APPLICATION, ABOUT ANY MATTERS CONCERNING WHICH THE FRANCHISING AUTHORITY MAY INQUIRE.

B. Filing of Application

Three (3) copies of Applicant's application, together with all accompanying enclosures, shall be submitted in sealed envelopes or cartons with the caption: CABLE FRANCHISE APPLICATION addressed to the appropriate Franchising Authority as determined by the Public Service Commission of West Virginia (hereinafter Commission). If the Commission is not the Franchising Authority, then the Applicant shall also file one copy of the completed application with the Commission addressed to: Public Service Commission of West Virginia, P. O. Box 812, Charleston, WV 25323.

The application must be accompanied by a filing fee of Two Hundred Fifty Dollars ($250). The filing fee shall be by check made payable to the Franchising Authority.

C. Authorization

At the time of application, Applicant shall disclose to the Franchising Authority, in writing, the names, addresses and occupations of all persons who are authorized to represent or act on behalf of the Applicant in those matters pertaining to the application. For each person so authorized, Applicant shall state the limits, if any, of the authority of the individual to make representations or act on behalf of Applicant with respect to matters pertaining to the application. The requirement to make such disclosure shall continue until the Franchising Authority shall have accepted or rejected Applicant's application or until Applicant withdraws its application.

D. Liability of Parent Entities

Applicant should clearly state what other corporations, entities, or persons, if any, are intended to be jointly and severally liable for the obligations of Applicant.

The limitations on the joint and several liability of any corporation, person or entity, if any is proposed, shall be clearly and expressly set forth within the application.

E. Use of Application Forms

The application forms have been designed to elicit pertinent data that will be used in evaluating the application. Applicant should provide answers to questions sequentially. If the answer to a particular question is no, or not applicable, so state. Responses shall include the question numbers and shall incorporate a sufficient portion of the questions to make clear the topic being addressed. Failure to respond to every question or to provide requested information may result in the application being considered unacceptable. A response of not applicable may be appropriate to specific questions. (N/A means not applicable.)

Applicant should supply answers on the enclosed forms where furnished or on replicas thereof wherever possible. If additional space is needed, the Applicant should show, at the top of each page of the proposal, the form and/or question number which applies to the first question being addressed on that page. The pages should be numbered, for example, A-1, A-2, etc. for the responses to Form A, and similar numbering for other sections.

Applicant is requested to use 8 " by 11" pages and to avoid oversized pages which cannot be copied easily. Tabulations, such as pro forma sheets, may be reduced to 8 " by 11" as long as they remain legible. Tabular summaries should be used wherever possible. Where the forms specify a set of column headings to be used in a tabular response, all headings must be used even if some columns are to be blank or are not applicable.

F. Franchise Documents

The documents constituting a franchise shall be W.Va. Code 24D-1-1 et seq.; all rules in effect as promulgated by the Commission; the application together with any amendments thereof which are authorized under section H of these instructions; and the franchise agreement.

G. Clarification of Franchise Documents

In the event that Applicant has questions as to any terms, conditions or provision of this application or the meaning or interpretation thereof, it may request information or clarification by submitting such request in writing to: Public Service Commission of West Virginia, P. O. Box 812, Charleston, WV 25323.

Applicant, by submitting its application, shall have represented the facts that it agrees that it has no unanswered questions with respect to the application form, and that it has no basis for withdrawal or modification of this application on the basis of misunderstanding.

H. Amendment to Application

Corrections of inadvertent errors, if timely received, will be considered. Additional or clarifying information or data may be requested by the Franchising Authority, if, in its judgment such information or data will aid it in analysis of the application.

If ambiguities or inconsistencies are found by the Franchising Authority in the application during the evaluation period, the Franchising Authority may request and upon such request the Applicant shall be required to submit a clarification. Such Clarifications will become part of the application as if they had been submitted with the original application material.

I. Submission of Data on Other Systems

Information may be solicited from other communities in which any entity related to Applicant operates cable television systems to determine the quality of its performance in those communities. By submitting an application, Applicant will grant the Franchising Authority or its representatives the right to contact personnel or examine the facilities of such systems. By submitting an application, Applicant consents to both the solicitation of such information by the Franchising Authority and the disclosure of such information by the comparable Franchising Authority where such entities operate.

J. Application Cost

The funds expended by Applicant in preparation of its application, shall be at Applicant's own risk and cost.

K. Consideration of Application

Consideration of the application shall be governed by the West Virginia Cable Television Systems Act, W.Va. Code 24D-1-1 et seq., applicable rules, and the Cable Communications Policy Act of 1984, 47 U.S.C. 521 et seq.

II. INFORMATION REQUIREMENTS

A. Financial Statements and Responsibility

The application must include a statement of Applicant's financial condition, financial responsibility and resources, including a financial statement reviewed or audited by an independent public accountant for the most recent fiscal year, and for the last quarter an unaudited statement and a financial statement of any parent organization. The rendering of the financial statements should be in such form as will clearly reveal the extent of the Applicant's cable operations, including investment in cable facilities, revenues from all sources, expenses of operations, and the accounting policies used in the preparation of the statements including those related to income taxes, parent advances, charge backs, and allocations.

B. History and Experience

The application must include a narrative account of Applicant's history and experience to demonstrate its ability to furnish efficient and dependable service to the public.

The narrative account should include a description of the background and experience of the senior personnel who will manage the operation of the cable system.

C. Description of Proposed System

Applicant must include a description of the cable system proposed to be operated and/or installed, including such detail as may permit a proper evaluation of the merits of the application. The description shall include discussions if appropriate, of how service will be converted from any existing facility to any new facility; the potential use of fiber optics in trunk lines and the distribution systems; and the potential use of addressable taps.

Please break down this analysis into several parts, beginning with a projection of demands upon the cable system over the intended term of the franchise. Demand analysis should include discussion of anticipated changes in number of consumers, consumer wants and needs, nature and range of services to be provided, technological advancements, etc. From the demand analysis should flow a discussion of the proposed upgrade or upgrades over the length of the desired term, and then ultimately, an impact analysis of these upgrades on pro forma financial projections during each year of this period (please refer to Form D).

If Applicant proposes a system with a capacity of less than 450 MHZ, it must explain in detail the basis for the belief that such a system will meet future needs and interests or that a more elaborate system with greater capacity is not reasonable in light of costs.

D. Economies of Scale

Describe the potential market for cable services within the franchise area. Applicant shall state whether it believes that the provision of cable service in the franchise area will enjoy any real or potential economies of scale and/or scope, and whether the public is better served by the award of one, multiple, or area specific franchises. The Applicant shall provide any documentation or other information which supports its views.

E. Technology Change and West Virginia Telecommunications Infrastructure

Since the Franchising Authority may renew a franchise for a period of up to twenty (20) years or grant a new franchise for fifteen years (15), Applicant should describe with particularity how it believes: (1) the technical provision of cable service is likely to change over the period of the franchise; and (2) the demand for cable service in the franchise area is likely to change over that same period (for example, the capability of accommodating High Definition Television, two-way telecommunications to the home, internet access, data transmission, etc.).

F. Access Structure

Please indicate the elements of a preferred structure for access, a discussion of other alternative structures considered, and the reasons why the proposed structure is preferred.

G. Substantial Compliance

For renewal applications, a demonstration is required that Applicant has substantially complied with the material terms of any existing franchise orders issued by the Franchising Authority and with applicable law.

H. Innovations

Please describe any innovations during the last ten years which Applicant has undertaken. These innovations may include technological or consumer service upgrades.

Applicant's Affidavit

This application is submitted by the undersigned who has been duly authorized to make the representations herein on behalf of the Applicant.

Applicant understands that this application will be part of the Franchise Documents, enforceable against Applicant, in the event a franchise is granted as a consequence of this Application.

Applicant recognizes that all representations made in this application are binding upon it and that inaccuracy of or failure to adhere to any such representations may result in revocation of any franchise that may be granted as a consequence of this application.

Consent is hereby given to the Franchising Authority to make inquiry into the legal, character, technical, financial and other qualifications of Applicant and/or any controlling entities by contacting any persons or organizations named herein as references, or by any other appropriate means.

The Applicant certifies and guarantees that the responses are within the financial capabilities of the proposed system as demonstrated on the pro forma statement of Form D, and further guarantees to deliver a cable communications system which is consistent with the responses contained within this application.

The signature hereto declares that the entire contents of this application are true and correct to the best of the undersigned's knowledge, information and belief.

Firm Name: Spectrum Mid-America, LLC

Affiant's Signature: _____

Official Position: VP, Local Gov't Affairs & Franchising

Subscribed and sworn or affirmed to before me this 6th day of January, 2023.

My commission expires _____.

_____

Notary Public, State of _____

(If signed outside West Virginia seal must be affixed.)

Terri Lee Weldon
Notary Public, District of Columbia
My Commission Expires October 31, 2026

Terri Lee Weldon NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. October 31 2026

Form A

A.1. Ownership and Control Information

Provide the following information:

(A) Complete name and address of Applicant.
Spectrum Mid-America, LLC
c/o Charter Communications, Inc.
12405 Powerscourt Dr.
St. Louis, MO 63131

(B) Complete name and address of the person to whom communications from the franchising authority should be sent.
Ashley Karlen
Sr. Manager, Government Affairs
737 Howard St.
Zanesville, OH 43701

(C) Applicant's business office address.
Spectrum Mid-America, LLC
c/o Charter Communications, Inc.
12405 Powerscourt Dr.
St. Louis, MO 63131

(D) Name and address of chief executive officer of Applicant.
Christopher L. Winfrey
c/o Charter Communications, Inc.
400 Washington Blvd.
Stamford, CT 06902

(E) If the Applicant is a corporation, a statement of ownership, detailing the corporate organization of the Applicant, including the state of incorporation, the names and addresses of the officers, directors, and major stockholders (owning 10 percent or more of Applicant's stock), and the number of shares of stock held by each. Attach a copy evidencing registration to do business from West Virginia Secretary of State.
The latest From 10-K for Charter Communications, Inc. may be found at: https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024 .
Please refer to Exhibit A - "West Virginia Certificate of Authority."

(F) If the Applicant is a partnership, a statement of ownership, including the names, addresses and social security numbers or tax identification numbers of all of the general partners and limited partners, if any, and the percent of interest each has in the partnership.
N/A
(G) If the Applicant is an individual, a statement of ownership, including the name, address and social security number of Applicant.
N/A
(H) If Applicant is owned, in whole or in part, by a corporation or corporations, furnish the name, address and employer identification number for each corporation owning one (1) percent or more of the stock in the Applicant.
Please refer to https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024

(I) If any of the corporate stock in the Applicant is held for any other person who is the beneficial owner of the stock, list the name, address and social security number of the person who votes the stock and his or her official capacity.

(J) List all of the intercompany relationships the Applicant has, including parent, subsidiary and affiliated

companies.

(K) The most recent Form 10-K, if any, for the Applicant and all related or controlling entities of Applicant.

https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024

Form B

CHARACTER QUALIFICATIONS

Please provide the following information about Applicant and any controlling entities (hereinafter collectively referred to as Applicant). Please identify all controlling entities for which information is provided.

B.1. For the ten-year period immediately preceding the filing of the application, please provide the following information as to Applicant:

a. Has any court or administrative entity entered any judgment, finding, decree or order which determined that Applicant engaged in any activity that involved:

(i) unfair or deceptive trade practices, perjury, fraud, dishonesty, organized crime or racketeering; or

(ii) violation of applicable federal, state, or local cable communications law or rules; or

(iii) violation of cable franchise provisions; or

(iv) violation of the rules, regulations, codes of conduct, or ethics of a self-regulatory trade or professional organization?

If so, please describe each such judgment, order or decree and provide a copy thereof.
No.

b. Has Applicant or any of its officers, directors, or management employees been convicted of any felony criminal offense which involved perjury, misrepresentation, fraud, theft, or bribery? If so, please provide full information concerning each such conviction.
No.

B.2. Has any cable television franchise held by Applicant, its parent corporation, or subsidiary of is parent corporation, been suspended or revoked? If so, please state the relevant circumstances for each such suspension or revocation.

No suspensions or revocations.

Form C

CABLE HOLDINGS OWNED BY APPLICANT

C.1. Existing Cable Franchise Interest

List any interest the applicant, or any corporation, company or person mentioned in response to items A.1.(A) through and including A.1.(I) previously, has in other cable television systems (or in a franchise for a system which has not yet been built), AM, FM, or television broadcast licenses or permits, newspapers, communications common carriers or manufacturers of cable television equipment, including the name(s) and address(es) of each such operation and the name of the chief executive officer of the franchising authority in which each such cable television system, if any, is located. Furnish the same information with respect to all pending applications for cable television franchises in other jurisdictions.

Please refer to the latest Form 10-K for Charter Communications, Inc. at https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024

Applicant's Cable Systems in West Virginia

Anmoore, Town of
Barrackville, Town of
Bridgeport, City of
Clarksburg, City of
Fairmount, City of
Harrison, County of
Marion, County of
McDowell, County of
Nutter Fort, Town of
Pleasant Valley, City of
Stonewood, City of
Taylor, County of

Form D

FINANCIAL RESOURCES

Please describe in detail the financing plan for any construction and the continuing operation of the Applicant's cable system. Documentation of the debt of financing is to be provided by a funding organization. If the funding is to be provided through any parent, then the ability to obtain financing and sources of the parent must be documented including financial statements of the parent. Proof of financial capability shall include the following:

D.1. Source of Financing

(A) Furnish a documented plan for financing the proposed system, which shall indicate specifically every significant anticipated source of capital and any and all limitations and/or conditions with respect to the availability of the indicated sources of capital, including both debt and equity.
Not applicable. Spectrum Mid-America, LLC has an existing and operating cable system in the community.

(B) Furnish a statement of financial projections, and including as a minimum, names of creditors holding any indebtedness of the applicant at time of filing this application, the amount, percentage of outstanding indebtedness and the terms of indebtedness; a pro forma schedule setting forth a profit and loss statement for a five-year period, a statement showing total sources of funds and uses of funds; a balance sheet of assets and liabilities for the same five-year period; a schedule of projected subscribers, subscriber revenues and non-subscriber revenues for the same five-year period; a schedule setting forth direct operating expenses for the same five-year period; and a schedule of capital expenditures for the same five-year period.
Not applicable. Spectrum Mid-America, LLC has an existing and operating cable system in the community.

D.2. Contact in Outside Audit Firm

For Applicant, any parent company, and the principals, provide the name, title, address and telephone number of an appropriate contact person in each outside audit firm utilized within the past five years.
Please refer to the latest Form 10-K for Charter Communications, Inc. at https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024

D.3. Financial Statement

Submit a financial statement for the Applicant reviewed or audited by an independent public accountant for the most recent fiscal year, and for the last quarter an audited statement, and a financial statement for the relevant parent organization, if any, audited by an independent public accountant for the most recent fiscal year.

Please refer to the latest Form 10-K for Charter Communications, Inc. at https://ir.charter.com/sec-filings/sec-filing/10-k/0001091667-23-000024

Form E

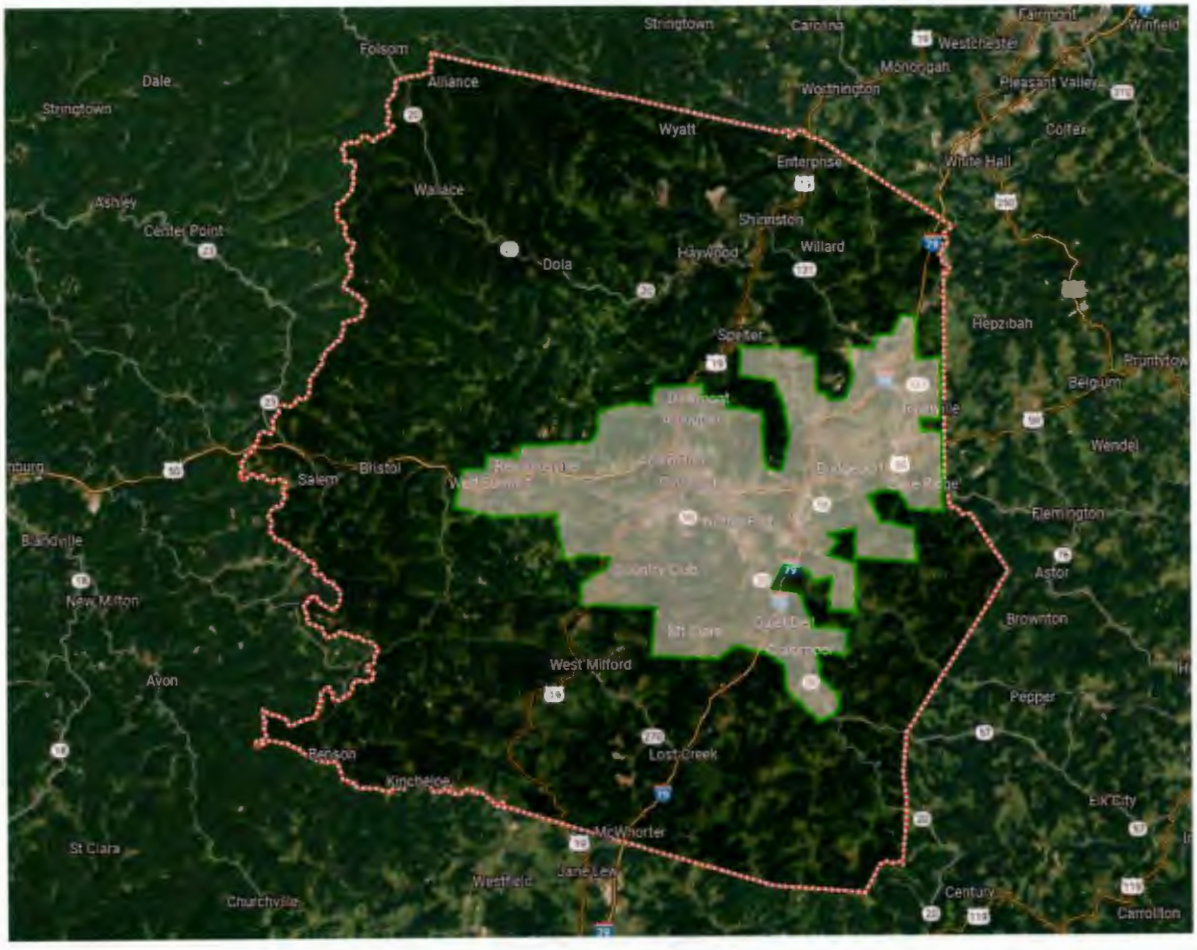
ANTICIPATED CONSTRUCTION PRACTICES

E.1. Furnish a timetable for completion of construction of the proposed system, which timetable shall assure uniform availability of service throughout the designated service area.
Not applicable. Spectrum Mid-America, LLC has an existing and operating cable system in the community.

E.2. Construction Completion - Provide a complete list of all facilities to be constructed, their function and general description, and their estimated date of completion.
Not applicable. Spectrum Mid-America, LLC has an existing and operating cable system in the community.

E.3. Construction Complaint Resolution - Describe practices for complaint resolution during any construction.
Not applicable. Spectrum Mid-America, LLC has an existing and operating cable system in the community.

E.4. Construction Maps - Attach copies of relevant topographical maps designating current service area boundaries and proposed service area boundaries over the next five years. Please highlight roads paralleling the cable service area.



Form F

CHANNEL CAPACITY AND SYSTEM DESIGN

F.1. Furnish a statement of channel capacity, including the total number of channels in the proposed system, the total number of channels to be activated immediately, and the number of designated public, educational or governmental channels.
Please refer to Exhibit B – "Clarksburg Channel Lineup."

F.2. Furnish a statement of the television and radio broadcast signals to be carried, together with a description of programming and other services to be offered, including access, interconnect and institutional services, if not shown on Form G.
Please refer to Exhibit B – "Clarksburg Channel Lineup."

F.3. Furnish a description of the proposed system design and planned operation, including at least the following:

(A) The general area for location of headend(s) and antenna(s), if known, furnish map coordinates;
Clarksburg, WV

(B) The extent and type of interactive services to be offered on both the residential and institutional industrial networks, together with a schedule for their activation or projected availability from particular points;

(C) The extent and type of automated services to be provided;

(D) The location of origination points and origination facilities;
Applicant shall continue designate one (1) channel on its cable system for public, educational or governmental use. Such designated channel is to be carried as part of the basic service tier. Applicant shall abide by all rules and procedures adopted by the County as franchise authority for activation of designated PEG channels currently in use for non-PEG purposes.

(E) The number of channels to be activated immediately for public access and institutional uses; the facilities, equipment, and staff to be made available for such uses and a schedule of charges for facilities, personnel and utilization of such channels and services (such schedule of charges shall be included in the proposed tariff);

(F) The provisions for expansion of channel capacity and other upgrading of the technical capabilities of the system as technological improvements become available;

(G) The general system design, the type of system, the distribution system, two-way capability and the method of interconnection with other systems in West Virginia; and

(H) The extent and purpose(s) to which the Company proposes to use microwave technology, and the name and address of the Company representative responsible for obtaining necessary FCC approval(s).

F.4. Emergency Alert System

Describe your existing and/or proposed Emergency Alert System including make and model numbers of equipment. Indicate whether system will override all audio and video channels or only audio channels. Also indicate how and from where the system will be activated.

Charter follows all EAS rules per CFR 47, Part 11. The EAS system is triggered by local radio stations, the state CAP IP system, or the FEMA IPAWS CAP IP system. Weekly tests are generated by Charter. All channels provide text and audio for alerts.

F.5. Subscriber Converter Availability

Please explain your present and future policies concerning availability of converters for subscribers as well as any costs to subscribers for such converters.

Please refer to Exhibit C – "Clarksburg Rate Card."

F.6. Closed Captioning Devices

In regard to closed captioning or other services for the hearing impaired, what, if any, services have been and will be made available? If any such provisions are made, please indicate type and availability of equipment to be utilized.

Charter complies with all closed caption requirements of the FCC.

F.7. Service Level Isolation

(A) Pay Cable Isolation - Describe design specifications for the delivery of pay cable television, including methods of security (e.g., negative-option or positive-option traps, sync suppression, addressable converters, etc.).

Please refer to Exhibit C – "Clarksburg Rate Card."

(B) Tier Isolation - If more than one basic service tier is to be provided, describe how lower tier subscribers will be isolated from receiving upper tier programming.

Not applicable. Only one basic tier provided. Please refer to Exhibit B – "Clarksburg Channel Lineup."

(C) Scrambling System - While no proprietary data is required, state for each scrambling system used whether demodulation and remodulation must occur at headends, hubs, or subscriber equipment, and provide a brief analysis of the source of any interference or distortion anticipated due to this process.

Applicant utilizes encryption technology. To un-encrypt the signal, user will need a device including STB or Cable Card controlled by digital controller and billing system.

F.8. Statewide Interconnection - Describe what efforts may be undertaken to interconnect the Applicant's cable system with other cable systems in the State. Include such information as:

(A) Technical means of interconnection;

(B) Band width capacity of interconnection systems;

(C) Name and location of cable systems proposed to interconnect;

(D) Proposed activation dates of interconnect;

(E) Identification of total interconnect cost and how such cost will be shared among cable systems;

(F) Administrative coordination between cable systems, including any existing agreement to interconnect;

(G) Programming coordination between institutions, program suppliers, and access users; and

(H) Other information as necessary.

None to all in prompt F.8.

F.9. System Maintenance - Describe procedures for routine preventive maintenance, including type and frequency of system inspection and testing, number and qualifications of technical staff, and the test

equipment to be provided. A clear summary of the maintenance procedures is desired, rather than lengthy maintenance manuals.

The system is electronically monitored at all times for potential issues, tested in accordance with FCC requirements, and serviced by qualified, experienced technicians.

Form G

SIGNAL CARRIAGE AND CHANNEL ALLOCATIONS

G.1. Video Signal Carriage and Channel Allocations

(A) Complete pages 3 through 6 of Form G.1 for each system effected by this franchise.
Please refer to Exhibit B – "Clarksburg Channel Lineup" and Exhibit C – "Clarksburg Rate Card" in response to Form G.

(B) In G.1 column 2 list the broadcast channel number of each broadcast station carried or to be carried by the cable system.

(C) In G.1 column 3 list the station call letters or the name of the service that is carried on the cable channel in G.1 column 1.

(D) In G.1 column 4 list the city and state of origin of any broadcast services carried by the system.

(E) In G.1 column 5 identify the method of reception of the signal transmitted on the cable channel using the following abbreviations:

OA - off air	FO - fiber optics
SAT - satellite	TEL - telephone line
MIC - microwave	LO - local origination

(F) In G.1 column 6 identify the network affiliation of each broadcast station carried. If this channel is designated for PEG access indicate type of access here, even if the channel is currently used for another purpose.

(G) In G.1 column 7 indicate the tier level of the channel or service using the following abbreviations. Basic service should be the minimum level of service available for reception of cable service.

B - basic service
EB - expanded basic (# if more than one level)
P - pay tv service
PPV - pay per view service

(H) In G.1 column 8 indicate if the channel is used 24 hours per day; list start and stop times if part time or occasional if not used on a daily basis.

(I) In G.1 column 9 indicate the date that the channel or service became or will become available.

G.2. Audio Signal Carriage

Complete form G.2 for each specialized audio service utilized by the system. If the system receives and transmits broadband FM radio, indicate (FM BAND) in column 1. If audio service is sold as one or more services or package, indicate in column 6 as FM (broadband or package), B if included with basic service, or Audio for each service or package sold as a separate service. Use column 7 for further descriptions of the audio services listed on the form.

Form H

DELINEATION OF RESOURCES COMMITTED TO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS AND LOCAL PROGRAMMING OR ENTITIES

H.1. Furnish a statement of terms and conditions under which service is to be provided to educational, charitable, governmental and other entities.

H.2. Furnish a statement of policies for public, educational and governmental access origination programming.

H.3. Furnish a statement (or chart) indicating the availability of access studio, editing equipment and portable equipment, Sunday through Saturday.

H.4. Furnish a statement explaining your public access training course program.

H.5. Furnish a statement (or chart) indicating your access production coordinator=s duties and the hours these duties will be performed during the week.

H.6. Furnish a statement indicating your Company's local origination programming policy, including the number of hours per week, types of productions and staff available for such programming.

Applicant shall continue to designate one (1) channel on its cable system for public, educational, or governmental use. Such designated channel is to be carried as part of the basic service tier. Applicant shall abide by all rules and procedures adopted by the City as franchise authority for activation of designated PEG channels currently in use for non-PEG purposes.

Form I

CUSTOMER SERVICE AND RATES

I.1. Describe in detail standards for customer service. Specifically, address standards and procedures for installation, billing, collection, handling of complaints, repairs, discontinuing or changing service, telephone and other services. Describe how the Applicant plans to provide repair service within 24 hours of customers' service complaints.

Please refer to Exhibit D – "Terms of Service" which may also be found at https://www.spectrum.com/policies/residential-video-service-agreement

I.2. Provide a summary for the last five years of all rates charged for each level or tier of service including pay service.

Please refer to Exhibit B – "Clarksburg Channel Lineup" and Exhibit C – "Clarksburg Rate Card." as an example of Spectrum's current rates.

I.3. List the proposed rates, if any, to be charged including rates for each service tier as appropriate and charges for installation, cancellations, connection, change of service, upgrade, downgrade, reconnect, late charges, bad check charges, and other services.

Please refer to Exhibit C – "Clarksburg Rate Card."

I.4. Provide information on proposed rates, charges or deposits for studio and equipment usage, as well as any charges to subscribers for converters or scramblers.

Please refer to Exhibit C – "Clarksburg Rate Card."

I.5. Identify the location of each business office to be maintained by Applicant to service the franchise area and describe its business hours; further set forth Applicant's proposed number of telephone lines, number of toll-free telephone lines, and number of staff to be assigned to each office to handle consumer complaints.

507 Rosebud Plaza
Clarksburg, WV 26301

(833) 267-6094 is a 24 hour toll free number serving cable customers.

I.6. Furnish a statement (or a sample) of your proposed monthly bill to subscribers, including a statement as to the frequency with which a fully itemized bill is sent out.

Please refer to Exhibit E – "Sample Spectrum Statement."

I.7. Furnish a statement concerning your disconnect policy as to subscribers who are delinquent in paying their monthly service charges, and include any collection fee which may be imposed.

Please refer to Exhibit D – "Terms of Service."

I.8. Furnish a statement indicating what the Company's educational or awareness programs will be to: a) inform potential subscribers that cable television subscriber bills are payable in advance, and b) what the credit policy is for interrupted service.

Please refer to Exhibit D – "Terms of Service" which may also be found at https://www.spectrum.com/policies/residential-video-service-agreement

I.9. Furnish a statement of the applicant's line extension policy, and identify where in the service area it will be implemented.

Services shall be made available to all inhabitants of the City who reside in the area described in Form E who desire such service within 7 days of the date of their request, provided that the following conditions have been met:

(1) A location is serviceable when:

(A) The inhabitant is located in an area where it is economically feasible to provide such service, and such area is unserved by another cable system. Such condition of economic feasibility is met where an average of 35 residences are passed per mile of cable line laid; calculated from the existing cable system owned by the Company to the end of the proposed service extension; and

(B) The distance from existing distribution lines to the home or building is not more than 125 feet and capable of an aerial installation;

(2) Inhabitant complies with the Company's regulations governing the conduct of its business; and

(3) The Company is able to obtain any private rights-of-way required to extend its facilities at a reasonable cost.

If this transaction involves a transfer, the local franchise authority may request a sales price of the cable system limited to the price paid for the headend, distribution system, real estate and appurtenances which are required to operate and deliver a signal to the franchised community. This information will be held in confidence and treated proprietarily.

Exhibit A: West Virginia Certificate of Authority

State of West Virginia

Certificate

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

the attached true and exact copy of the Articles of Amendment to the Articles of Organization of

TIME WARNER CABLE MIDWEST LLC

are filed in my office, signed and verified, as required by the provisions of West Virginia Code §31B-2-204 and conform to law. Therefore, I issue this

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF AUTHORITY

changing the name of the limited liability company to

SPECTRUM MID-AMERICA, LLC

Given under my hand and the Great Seal of the State of West Virginia on this day of September 19, 2018

Mac Warner

Secretary of State

WEST VIRGINIA APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY OF A LIMITED LIABILITY COMPANY
Form LLF-4
Rev. 11/2017

West Virginia Secretary of State
FILED Business & Licensing Division
Tel: (304)558-8000
Fax: (304)558-8381
SEP 19 2018 Website: www.wvsos.gov

IN THE OFFICE OF
SECRETARY OF STATE

FILE ONE ORIGINAL
(Two if you want a filed stamped copy returned to you)
FEE: $25.00

****** In accordance with the provisions of the WV Code, the undersigned limited liability company **** hereby applies for an Amended Certificate of Authority and submits the following statement:**

1 Name under which the limited liability company was authorized to transact business in WV: Time Warner Cable Midwest LLC

2. Date Certificate of Authority was issued in West Virginia: 9/1/2012

3. **Change of Name Information†** or **Text of Amendment** (†If changing business name, you must **attach one Certified Copy of the Name Change as filed in the home State of original organization**.)

Change of Name From: Time Warner Cable Midwest LLC

To: Spectrum Mid-America, LLC

Name the organization elects to use in WV: _____
(Due to home State name not being available)

Other amendment (Attach additional pages if necessary.):

4 **Contact information.** (This is optional, however, if there is a problem with the filing, listing a contact person and phone number may avoid having to return or reject the document.)

Contact Name _____ Phone Number _____

Business e-mail address: _____

5. **Signature information** (See below **Important Legal Notice Regarding Signature*):

Print Name of Signer: Daniel J. Bollinger **Title/Capacity:** VP-AssocGC-AsstSect of Charter Communications, Inc.

Signature: _____ **Date:** 9-17-2018

Important Legal Notice Regarding Signature*: Per **West Virginia Code §31B-2-209. Liability for false statement in filed record. If a record authorized or required to be filed under this chapter contains a false statement, one who suffers loss by reliance on the statement may recover damages for the loss from a person who signed the record or caused another to sign it on the person's behalf and knew the statement to be false at the time the record was signed.

Important Note: This form is a public document. Please **DO NOT provide any personal identifiable information** on this form, such as social security number, bank account numbers, credit card numbers, tax identification or driver's license numbers.

RECEIVED

474169

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TIME WARNER CABLE MIDWEST LLC", CHANGING ITS NAME FROM "TIME WARNER CABLE MIDWEST LLC" TO "SPECTRUM MID-AMERICA, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2018, AT 10:42 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2018.





5105754 8100
SR# 20186734100

Authentication: 203452787
Date: 09-19-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:42 AM 09/13/2018
FILED 10:42 AM 09/13/2018
SR 20186634643 - File Number 5105754

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. The name of the limited liability company is: Time Warner Cable Midwest LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

   The name of the limited liability company is Spectrum Mid-America, LLC.

3. The effective date of the name change is September 15, 2018.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 12th of September, 2018.

By: _____
Name: Daniel J. Bollinger
Title: VP, Associate General Counsel and Assistant Secretary

48891050 1

Exhibit B: Clarksburg Channel Lineup

Spectrum

SPECTRUM TV PACKAGES

Clarksburg | September 2023

TV PACKAGES

SPECTRUM TV BASIC

(Includes Digital Music channels and the following services)

3 WVFX - The CW
5 WDTV - CBS
6 WDTV - MeTV
7 WVFX - FOX
8 WNPB - PBS
10 WBOY - NBC
11 Jewelry TV
14 WBOY - ABC
23 C-SPAN
49 C-SPAN2
118 C-SPAN3
201 QVC
202 SHOPHQ
203 HSN
204 Classified Ads
300 WBOY 3-ION MYSTERY
302 WBOY 4-LAFF
303 WNPB - West Virginia Channel
305 WVFX 3 - Start TV
306 WDTV 4 - Circle
560 P.E.G.
2200 Spectrum News 1 (CA) - West LA (IP Only)
2201 Bay News 9 (IP Only)
2202 News Channel 13 (IP Only)
2203 OC 16 TV Hawaii (IP Only)
2204 Spectrum Sports (IP Only)
2205 Spectrum News 1 (KY) - Bowling Green (IP Only)
2206 Spectrum News 1 (KY) - Lexington (IP Only)
2207 Spectrum News 1 (KY) - Louisville (IP Only)
2208 Spectrum News 1 (KY) - Covington North (IP Only)
2209 Spectrum News 1 (MA) - Pittsfield (IP Only)
2210 Spectrum News 1 (MA) - Springfield (IP Only)
2211 Spectrum News 1 (MA) - Worcester (IP Only)
2212 Spectrum News 1 (Carolinas) - Raleigh (IP Only)
2213 Spectrum News 1 (Carolinas) - Charlotte (IP Only)
2214 Spectrum News 1 (Carolinas) - Coastal (IP Only)
2215 Spectrum News 1 (Carolinas) - Mountain (IP Only)
2216 Spectrum News 1 (Carolinas) - Greensboro (IP Only)
2217 New York 1 News (IP Only)
2218 New York 1 News Noticias (IP Only)
2219 Spectrum News 1 - Buffalo (IP Only)
2220 Spectrum News 1 - Albany Capital Region (IP Only)
2221 Spectrum News 1 - Central New York (IP Only)
2222 Spectrum News 1 - Hudson Valley (IP Only)
2223 Spectrum News 1 - Rochester (IP Only)
2224 Spectrum News 1 (OH) - Cincinnati (IP Only)
2225 Spectrum News 1 (OH) - Cleveland/Akron (IP Only)
2226 Spectrum News 1 (OH) - Columbus (IP Only)
2227 Spectrum News 1 (OH) - Dayton (IP Only)
2228 Spectrum News 1 (OH) - Toledo/Lima (IP Only)
2229 SPECTRUM NEWS AUSTIN (IP Only)
2230 Spectrum News 1 (TX) - Dallas/Ft Worth (IP Only)
2231 Spectrum News 1 (TX) - San Antonio (IP Only)
2232 Spectrum News 1 (TX) - El Paso (IP Only)
2233 Spectrum News 1 (WI) - Green Bay/Appleton (IP Only
2234 Spectrum News 1 (WI) ? Madison (IP Only)
2235 Spectrum News 1 (WI) ? Milwaukee (IP Only)
901 Music Choice
902 Music Choice
903 Music Choice
904 Music Choice
905 Music Choice
906 Music Choice
907 Music Choice
908 Music Choice
909 Music Choice
910 Music Choice
911 Music Choice
912 Music Choice
913 Music Choice
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940 Music Choice
941 Music Choice
942 Music Choice
943 Music Choice
944 Music Choice
945 Music Choice
946 Music Choice
947 Music Choice
948 Music Choice
949 Music Choice
950 Music Choice

SPECTRUM TV SELECT

(Includes Spectrum TV Basic and the following services)

13 ION Television
24 ESPN *
25 ESPN2 *
26 HLN *
27 Lifetime *
28 The Weather Channel *
29 USA Network *
30 A&E *
32 AMC *
33 TNT *
34 CMT
35 EWTN
36 TBS *
37 Food Network *
38 TLC *
39 HISTORY *
40 Nickelodeon *
41 Paramount Network *
42 CNN *
43 E! *
44 truTV *
45 Discovery Channel *
46 BET *
47 Animal Planet *
48 ROOT Sports Pittsburgh *
51 msnbc *
52 Cartoon Network *
53 TBN
54 FOX News Channel *
55 Hallmark Channel *
56 Disney Channel *
57 CNBC *
58 Travel Channel *
59 VH1 *
60 MTV *
62 FX *
63 HGTV *
64 Bravo *
65 TV Land *
66 Oxygen *
67 WE tv
68 Comedy Central *
72 INSP
76 Hallmark Mov & Myst *
77 SEC Network
78 FOX Sports 1 *
82 SundanceTV
83 Investigation Discovery *
84 FOX Business Network *
85 MotorTrend
87 BBC America *
96 IFC
100 FETV
102 ACC Network
122 Daystar
129 NewsNation
131 QVC3
132 Pop *
139 SYFY *
143 Earth X
159 Cleo *
162 TV One *
163 Magnolia Network
166 National Geographic *
170 theGrio
171 Bloomberg Television
175 The Africa Channel
190 REVOLT *
199 The Word Network
246 AT&T SportsNet Pittsburgh Alternate *
296 Stellar TV
383 The Impact Network *
543 FOX Weather
559 ChimeTV
687 AccuWeather
691 Story TV
700 VICTORY Channel
962 Galavisión *

SPECTRUM TV CHOICE

(Includes Spectrum TV Basic and pick 15 channels from services listed with an * symbol after them)

290 FLIX - E
555 AXS TV
556 HDNet Movies
660 BYU TV
755 MTV Live
955 Univisión *
957 ESPN Deportes *
958 Tr3s
959 NBC Universo
960 TUDN *
963 UniMás *
981 i24

ENTERTAINMENT

ENTERTAINMENT VIEW

(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)

19 Golf Channel *
21 LMN *
22 Ovation
69 Nick Jr.
70 LOGO
71 Discovery Life Channel
73 GAC Family
74 OWN *
75 VICE
79 Smithsonian Channel *
80 TeenNick
81 Nicktoons
91 American Heroes Ch
92 Science Channel
93 MTV2
95 fyi.
97 Universal Kids
98 MLB Network
99 Discovery Family
103 ESPNEWS
105 FM
106 NBA TV
107 NFL Network *
110 Boomerang
116 JBS (Jewish Broadcasting Service)
119 CNBC World
120 BBC World News *
125 Cheddar News
128 Newsmax TV
137 BET HER
147 MTV Classic
152 ESPNU
154 Tennis Channel
160 UP
161 GSN
164 Cooking Channel
167 Destination America
169 Crime & Investigation
172 Hallmark Drama
178 Heroes & Icons
184 The Cowboy Channel
187 Nick Music
189 RetroPlex
191 RFD-TV
193 Fuse
194 Reelz
195 TCM *
196 Military History
198 BYUtv
200 Baby First TV
204 Jewish Life TV
206 Cars.TV
207 Justice Central
208 Pets.TV
209 Recipe.TV
251 CBS Sports Network
255 FOX Sports 2 *
287 MoviePlex

SPORTS PACKAGES

SPORTS VIEW

(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)

19 Golf Channel *
98 MLB Network
103 ESPNEWS
106 NBA TV
107 NFL Network *
154 Tennis Channel
184 The Cowboy Channel
186 Willow TV
188 FanDuel TV
197 Outdoor Channel
249 BeIN SPORTS *
255 FOX Sports 2 *
264 BTN
266 PAC-12 Network
267 PAC-12 Arizona
268 PAC-12 Bay Area
269 NFL RedZone
270 PAC-12 Los Angeles
271 PAC-12 Mountain
272 PAC-12 Oregon
273 PAC-12 Washington
557 MAVTV
961 BeIN SPORTS Español *

PREMIUM CHANNELS

CINEMAX

453 ActionMAX - E
455 5 StarMAX - E
456 Cinemax - E
457 Cinemax - W
458 MoreMAX - E
459 MoreMAX - W
460 Cinemáx - E
461 ThrillerMAX - E

HBO

401 HBO - E
404 HBO - W
405 HBO 2 - E
406 HBO 2 - W
407 HBO Comedy - E
410 HBO Family - E
411 HBO Family - W
415 HBO Signature - E
416 HBO Signature - W
417 HBO Zone - E

MGM+

391 MGM+ - West
392 MGM+ Drive-In
393 MGM+ HITS
394 MGM+ 2 - W
493 MGM+ - W
494 MGM+ - E
495 MGM+ Marquee

ADDITIONAL CUSTOMER INFORMATION: Restrictions apply. Services and features vary based on service level. Channel availability depends on level of service and equipment. Certain programming may be unavailable due to programmer restrictions or blackouts. Pricing and programming subject to change. Taxes and fees extra. Services subject to all applicable service terms & conditions, subject to change. ©2023 Charter Communications

Areas Served: Cities of Bridgeport, Clarksburg, Fairmont, Pleasant Valley, Stonewood; Counties of Harrison, Marion, Taylor; Towns of Anmoore, Barrackville and Rutter Fork, WV

Spectrum

SPECTRUM TV PACKAGES

Clarksburg | September 2023

SHOWTIME

426 Showtime - E
427 Showtime - W
428 SHO 2 - E
429 SHO 2 - W
430 Showtime Showcase-E
431 Showtime Showcase-W
432 SHO BET
434 SHO Extreme - E
435 SHO Extreme - W
436 Showtime Family Zone - E
438 SHO Next - E
440 SHO Women - E
522 SHO BET E

STARZ & STARZ ENCORE

276 StarzEncore - E
277 StarzEncore - W
278 StarzEncore Action-E
279 StarzEncore Action - W
280 StarzEncore Black-E
281 StarzEncore Black-W
282 StarzEncore Classic-E
283 StarzEncore Classic-W
284 StarzEncore Suspense - E
285 StarzEncore Suspense - W
286 StarzEncore Family - E
288 StarzEncore Westerns - E
289 StarzEncore Westerns - W
480 Starz - E
481 Starz - W
482 Starz Cinema - E
484 Starz Comedy - E
485 Starz Edge - E
486 Starz Edge - W
487 Starz In Black - E
490 Starz Kids & Family - E

TMC

470 TMC - E
471 TMC - W
472 TMC XTRA - E
473 TMC XTRA - W

MULTI CULTURAL PACKAGES

LATINO VIEW

52 Cartoon Network *
249 BeIN SPORTS *
956 Cine Sony
957 ESPN Deportes *
958 Tl&s
959 NBC Universo
960 TUDN *
961 BeIN SPORTS Español *
962 Galavisión *
963 UniMás *
964 Telemundo *
965 Inglés Para Todas
966 Tarima
967 Kids Street
968 ¡HOLA! TV
969 Pasiones
970 ESNE
971 ViendoMovies
973 Vme
980 Hogar de HGTV

MI PLAN LATINO

(Includes Spectrum TV Basic, Latino View and the following channels)

28 The Weather Channel *
29 USA Network *
30 A&E *
32 AMC *
33 TNT *
36 TBS *
37 Food Network *
38 TLC *
39 HISTORY *
40 Nickelodeon *
41 Paramount Network *
43 E! *
45 Discovery Channel *
46 BET *
47 Animal Planet *
52 Cartoon Network *
55 Hallmark Channel *
56 Disney Channel *
59 VH1 *
60 MTV *
62 FX *
63 HGTV *
64 Bravo *
65 TV Land *
66 Oxygen *
68 Comedy Central *
69 Nick Jr.
76 Hallmark Mov. & Myst. *
83 Investigation Discovery *
110 Boomerang
139 SYFY *
166 National Geographic *

OTHER SERVICES

257 FOX Soccer Plus
811 IN DEMAND 1
812 IN DEMAND 2
820 NBA League Pass/MLS Direct Kick
821 NBA League Pass/MLS Direct Kick
822 NBA League Pass/MLS Direct Kick
823 NBA League Pass/MLS Direct Kick
824 NBA League Pass/MLS Direct Kick
825 NBA League Pass/MLS Direct Kick
826 NBA League Pass/MLS Direct Kick
827 NBA League Pass/MLS Direct Kick
828 NBA League Pass/MLS Direct Kick
829 NBA League Pass/MLS Direct Kick
835 HDPPV 2
1056 Nick Jr On Demand
1089 BBC America On Demand
1990 Spectrum Originels On Demand

Exhibit C: Clarksburg Rate Card

Please see below for current rates and packaging. If you signed up for services prior to August 10, 2023, please choose from the following list to find rates applicable to your services as they may differ from current rates:

Spectrum provides the same residential broadband retail rates and speed tiers across its entire 41-state service area. To view your Broadband service and rate click here

Spectrum

TV Residential Services and Rates

For Clarksburg, WV, Effective November 2023. All charges exclude applicable taxes, FCC fees, franchise fees and the Broadcast TV Surcharge.

TV PACKAGES (PER MONTH)	
Spectrum TV Basic	$9.99
Spectrum TV Select Plus	$89.99
Spectrum TV Select Signature	$79.99
Spectrum TV Choice	$49.99
Mi Plan Latino	$54.99
A LA CARTE (PER MONTH)	
Add to Spectrum TV Basic, Spectrum TV Select Signature, Spectrum TV Select Plus, Mi Plan Latino and Spectrum TV Choice Packages	
Entertainment View	$12.00
Sports View	$7.00
MULTI-CULTURAL CHANNELS (PER MONTH)	
Add to Spectrum TV Basic, Spectrum TV Select Signature, Spectrum TV Select Plus, Mi Plan Latino and Spectrum TV Choice Packages	
Latino View	$12.00
PREMIUM CHANNELS (PER MONTH) Add to Spectrum TV Basic, Spectrum TV Select Signature, Spectrum TV Select Plus, Mi Plan Latino and Spectrum TV Choice Packages	
Cinemax	$10.00
MGM+	$6.00

Max	$15.00
Showtime	$10.00
STARZ & STARZ ENCORE	$9.00
TMC	$5.00

PAY-PER-VIEW AND ON DEMAND

For a full listing of On Demand programming go to Spectrum.net/ondemand or go to Channel 1. Please see your interactive program guide for title-specific pricing prior to ordering or call 1-855-75 SPECTRUM. Rates for transactional movies, adult programming & events vary. Many programs available through On Demand are free.

OTHER CHANNELS (PER MONTH)
Add to Spectrum TV Basic, Spectrum TV Select Signature, Spectrum TV Select Plus, Mi Plan Latino and Spectrum TV Choice Packages

Acorn TV	$6.99
ALLBLK	$5.99
AMC +	$7.99
FOX Soccer Plus	$10.00
Gaiam TV	$6.99

INSTALLATION/SERVICE CALL FEES

Primary Installation/Reconnect (when truck roll required) [A]	$65.00
Reconnection Fee	$4.99
Service Activation	$30.00

[A] Applies to each instance of primary or custom installations, reconnects, or additional service calls.

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Service Charge [B]	$23.20

[B] The Broadcast TV Service Charge reflects charges assessed to Charter by broadcast TV stations. It applies to all packages with Basic Service.

MISCELLANEOUS CHARGES (PER ACTIVITY)

Insufficient Funds Fee	$25.00
Late Fee (45 Days Past Due)	$2.00

Phone Payment Processing (Charter Assisted)	$5.00

SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH)

Spectrum Receiver and Remote (per outlet) [C]	$10.99
Secure Connection (per receiver or CableCARD) [D]	$1.00
CableCARD [E]	$6.00
DVR Service (1 DVR receiver) [F]	$12.99
DVR Service Package (2 to 4 DVR receivers)	$19.99
Cloud DVR Plus [G]	$9.99
Xumo Box	$5.00

[C] Customers who subscribe to Spectrum Basic-only services are not required to lease a Spectrum Receiver.

[D] The Secure Connection Fee covers those measures Spectrum employs to manage and secure the connection between Spectrum's system and the Spectrum receiver and other devices Subscriber uses to access Spectrum's services.

[E] Access to certain digital channels in systems with switched digital technology require a Receiver, as HDTV's equipped with CableCARDs cannot access certain digital channels requiring two-way communication.

[F] Customers who subscribe to DVR Service are required to lease a Spectrum Receiver.

[G] Customers who subscribe to Cloud DVR Plus are not required to lease a Spectrum Receiver.

UNRETURNED EQUIPMENT FEES (PER UNIT)

Spectrum Receiver	$97.00
High Split Converter	$195.00

ADDITIONAL CUSTOMER INFORMATION: Restrictions apply. Certain packages not available in all areas. Services and features vary based on service level. Certain programming may be unavailable due to programmer restrictions or blackouts. Pricing and programming subject to change. Taxes and fees extra. Services subject to all applicable service terms & conditions; subject to change.

©2023 Charter Communications

Serving: Anmoore, WV, Town of; Barrackville, WV, Town of; Bridgeport, WV, City of; Clarksburg, WV, City of; Fairmont, WV, City of; Harrison County, WV; Marion County, WV; Nutter Fort, WV, Town of; Pleasant Valley, WV, City of; Stonewood, WV, City of; Taylor County, WV

Exhibit D: Terms of Service

SPECTRUM VIDEO SERVICES AGREEMENT (RESIDENTIAL)

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM CABLE SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries ("Spectrum") is authorized to provide Spectrum TV's Video Services (as defined below) in accordance with these terms and conditions, which terms and conditions incorporate and include the Residential General Terms and Conditions of Service for Service and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"). "Video Services" means collectively or individually, as the context requires, the Spectrum TV video and content services and any and all related video products provided to you by Spectrum in any form and by any medium, and shall include all digital content, user content, programming, features, functionalities, user interfaces, and software associated with the Video Services that are delivered or made available to You by Spectrum (which includes without limitation Spectrum Networks video services such as Spectrum News, SportsNet, and SportsNet LA). We may terminate or restrict Your use of the Video Services if you violate these Terms of Service, and we reserve the right to pursue available legal remedies if You are engaged in unauthorized, illegal or fraudulent use of the Video Services.

Your use of the Video Services shall be deemed acknowledgment that You have read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Video Services and notify Spectrum's Customer Service at 1-855-707-7328 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above.

Spectrum regularly updates and amends these Terms of Service. You should regularly consult Spectrum's website at www.spectrum.com/policies/terms-of-service for updates.

1. Scope of Video Services. Spectrum gives you the limited right to use the Video Services solely for Your personal, non-commercial use. Do not copy, reproduce, distribute, display, perform, publish, create derivative works from, offer for sale, redistribute or otherwise make available to any unauthorized person(s) the Video Services, including the associated programming material, content, information and data Do not modify, remove, alter, deactivate, degrade, circumvent, decompile, disassemble, or reverse engineer any content protections, software, or other aspects of the Video Services.

If your subscription plan grants You "out-of-home" access rights to the Video Services, then You acknowledge that (i) certain features and functionality may be impacted when accessing the Video Services "out-of-home" including, but not limited to, the availability of programming content and packages, channel line-ups, DVR services, and/or set top box functionality, and (ii) Spectrum may limit the number of simultaneous streams and the number of devices by which you may access the Video Service "out-of-home". For access to Spectrum Networks "out-of-home" (including certain Spectrum News content and all of SportsNet and SportsNet LA) each unique set of Credentials (as defined below) will be allowed a maximum of two (2) simultaneous streams . Spectrum reserves the right to modify "out-of-home" access rights at any time. Such changes will be effective when posted online (unless we expressly state otherwise), and by continuing to use the Video Services after we post any changes.

2. **Password and Account Access.** If the applicable Video Services require you to create an account with Spectrum, then member(s) of the household who created such account with Spectrum for the Video Services and whose payment method is charged (the "Account Holder") is responsible for (i) maintaining the control, confidentiality, and securing of all password and account credentials used to access the Video Services ("Credentials"); (ii) preventing unauthorized access to the Credentials and the Video Services; and (iii) maintaining control over all devices used to access the Video Services. The Account Holder shall not provide access to the Video Services to anyone other than household members and household guests, and household guests may only access the Video Services while in the home of the Account Holder's household. You shall immediately notify Spectrum of any unauthorized disclosure of, access to, release or

use of your Credentials or any other breach of security related to your account.

Failure to abide by the terms of this section or the use of your Credentials for any unauthorized use of the Video Services or other illegal or fraudulent activity, whether or not such unauthorized use or other fraudulent activity is the result of identity theft, may result in suspension or termination of your Video Services account, with or without notice, and may result in civil and/or criminal legal action being taken against you.

Authorized users may only access the Video Services using Credentials in accordance with these Terms of Service. If a third party accesses the Video Services using Credentials in a manner not authorized by these Terms of Service, then in addition to any rights or remedies Spectrum have against you, such third party may be subject to legal action, including by Charter and/or Spectrum Networks.

3. **Additional Terms for Spectrum Video Applications.**

a. You must be a Spectrum subscriber in good standing to access and receive all of the Video Services through the Spectrum TV Application ("the Spectrum SportsNet Application, and the Spectrum News Application, (collectively, the "Spectrum Video Apps ").

b. Spectrum may, at any time and without notice, modify or discontinue all or part of the Spectrum Video Apps, its content, related charges or fees, and we may offer special opportunities to some or all Spectrum Video Apps users, subject to applicable law.

c. You are permitted to use the Spectrum Video Apps only to request and view the the applicable textual, audio/visual or other video content that we provide, and you may not circumvent or otherwise interfere with any authentication or access restrictions that we have implemented with respect to the Spectrum Video Apps.

d. Without limitation, the following restrictions also apply to your use of the Spectrum Video Apps:

i. You may not distribute or make the Spectrum Video Apps available over a network where it could be used by unauthorized parties or otherwise downloaded/distributed to any device without our knowledge or authorization.

ii. You may not remove any proprietary notices, marks, or labels on the Spectrum Video Apps

iii. You may not export, import, or re-export the Spectrum Video Apps in violation of any applicable law, rule, or regulation of any jurisdiction.

iv. You are solely responsible for securing any connectivity/access to your Internet service by means of a password or other reliable means. As such you are solely responsible for any conduct undertaken by means of access to our Internet services (including without limitation the Spectrum Video Apps) by any party, whether or not such access is initiated by a member of your household, a user authorized by you, or other person through any access/connectivity, and any loss, damage, or other liability arising therefrom.

e. Spectrum shall have no obligation to furnish any maintenance or support services with respect to the Spectrum Video Apps

f. Data Collection. Spectrum may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to determine enhancements or improvements to the Spectrum Video Apps, or to facilitate the provision of software updates, product support, and other services to you (if any) related to the operation of the Spectrum Video Apps Such data collection includes:

i. Application(s) running history and data usage;

ii. Network, device identifiers and/or device characteristics;

iii. Viewership data;

iv. If location services are enabled on your device, the application will provide us the approximate or precise location of your device (as may be available); we store location data in an aggregated manner to use for network planning and performance improvement. If you do not want the application to gather your location, you can disable location services in your mobile device (which affects all applications), disable location services for the Spectrum Video Apps in your device if disabling location for a specific application is enabled by your device operating system or uninstall the Spectrum Video Apps

v. Wi-Fi and cellular network information, such as your mobile operator, ISP, and IP address

vi. Data usage on Wi-Fi, cellular and respective network performance information such as throughput, latency, and signal strength.

More information about Spectrum's data practices is available in the Spectrum Privacy Policy located at www.spectrum.com/policies/your-privacy-rights.html.

4. Programming Content:

a. Except for video programming content that Spectrum provides on an "a la carte" basis (i.e., channels that are not part of a package or tier), You have no right to receive, and Spectrum has no obligation to provide, any particular programming service or channel as part of the Video Services and that You are not entering into this agreement or purchasing the Video Services in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Video Services.

b. In the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Spectrum and a third party programmer, Spectrum shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Your sole recourse in such an event shall be termination of the Video Services in accordance with the Terms of Service.

c. Programming information is passed onto Spectrum from the programmers and is provided to you AS IS. Spectrum does not guarantee the accuracy of any programming title, run time or other related programming information. Spectrum does not guarantee Your access to or ability to record any particular programming or the time that any particular program remains available for viewing or recording.

5. Parental Controls: A Parental Control feature is available to prevent children from watching certain programming. You may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Video Services includes instructions on how to implement and monitor the Parental Control features. Should You deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. You will then have to reactivate the Parental Control to block out the desired channels. We recommended that You occasionally verify that the Parental Control feature is activated and operational.
6. Use Restrictions: You shall not share, use or access the Video Services in any manner that violates applicable law or for any illegal or fraudulent activities, including but not limited to:

a. Sharing, using or accessing the Video Services in any manner that violates a any third party's Intellectual Property Rights ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights).

b. Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable, or that advertises or solicits business for products or services.

c. Connecting or attaching equipment to the Video Services with the intended purpose to distribute the Video Services in an unauthorized manner.

d. Restricting, inhibiting or otherwise interfering with the ability of any other Spectrum subscriber to use or enjoy the Video Services.

e. Conducting a pyramid or other illegal soliciting scheme.

f. Impersonating any person or entity or forging anyone else's digital or manual signature.

g. Harassing, threatening, or otherwise abusing Spectrum employees or its agents.

h. "Harvesting" (or collecting) information from the Video Services using an automated software or any other tool or manually on a mass basis. This includes, for example, information about other users of the Video Services and information about the offerings, products, services, and promotions available on any part of the Video Services.

i. Using any robot, spider, or site search/retrieval application, "stream catching" (downloading, storing, or transmitting copies of streamed content), or using any data mining, data gathering, or extraction methodology.

j. Using any technology or technique that obscures or disguises (i) the origin of any content that is transmitted through the Video Services by forging headers or otherwise manipulating identifiers or (ii) your location when you are accessing the Video Services.

k. "Flooding" the Video Services with requests or otherwise overburden, disrupt, or harm the Video Services or Spectrum's systems.

7. User Content: Certain Video Services may include features that allow users to post comments and materials to public posting areas provided by Spectrum ("User Content"). You are responsible for the User Content that You post. We do not control the User Content that You or others may post or otherwise make available in such areas, and You understand that we have no obligation to monitor, edit, or delete any User Content. We are not a publisher of User Content, and we are not responsible for its accuracy or legality.

If You submit or post any materials or content User Content to any of the Video Services, You grant Spectrum and its affiliates or related entities a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use the User Content, including alterations thereof, for Spectrum's purposes, in any form, in any media, and via any technology, whether such form, media, or technology exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by You to any page of our website is original to You and that You have the right to grant us these rights.

8. Entire Agreement: The Video Services Agreement constitute the entire agreement between You and Spectrum. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of the Video Services shall be binding on Spectrum except as expressly included herein.

9. Amendment: Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify You of any such changes by posting notice of such changes on Spectrum's website at www.spectrum.com/policies/terms-of-service using the features of the Spectrum digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. Your continued use of the Video Services following notice of such change, modification or amendment shall be deemed to be the Your acceptance of any such modification. If You do not agree to any modification of the Terms of Service, You must immediately cease using the Video Services and notify Spectrum that You are terminating the Video Services in accordance with the Terms of Services

Exhibit E: Sample Subscriber Statement

Spectrum

September 20, 2023
Account Number: [redacted] 0005499
Security Code:
Service At: [redacted]
CLARKSBURG WV 26301-4152

Have questions about your bill?
Visit us at Spectrum.net/billing
Or, call us at **1-855-70-SPECTRUM (1-855-707-7328)**

Summary *Service from 09/20/23 through 10/19/23 details on following pages*	
Previous Balance	159.65
Payments Received -Thank You!	-147.88
Adjustments	-25.34
Remaining Balance	**-$13.57**
Spectrum TV™	106.97
Other Charges	23.20
Taxes, Fees and Charges	16.66
Current Charges	$146.83
Total Due by 10/10/23	**$133.26**

NEWS AND INFORMATION

Enroll in Auto Pay today! Spectrum Auto Pay is a convenient way to pay your bill on time every month without the hassle of buying stamps or writing checks. Visit spectrum.net/autopay.

Whether you operate your business in your home or out of an office, Spectrum Business has dedicated solutions for you. Learn how our business-grade solutions can give your business an edge by calling **1-855-223-4919** today!

Stay protected with Spectrum Security! Spectrum is dedicated to keeping you and your family safe online. Visit **Spectrum.net/securitycenter** for tools and solutions to keep your personal information secure.

Moving is easy with Spectrum! We'll get your Spectrum services set up in your new home so you can get settled even faster. Manage your account through the My Spectrum App and learn about self-install options to handle your move on your terms. Call **1-855-236-3873** or visit **Spectrum.net/easymove**.

Download the latest version of the My Spectrum App from your device's app store. The My Spectrum App makes it easier than ever to manage your Spectrum services. A hassle-free experience with one convenient place for handling all your account needs.

Thank you for choosing Spectrum.
We appreciate your prompt payment and value you as a customer.

Spectrum

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8363 2500 NO RP 20 09212023 NNNNNYNN 01 000078 0001

[redacted]
CLARKSBURG WV 26301-4152

September 20, 2023
[redacted]
Account Number: [redacted] 0005499
Service At: [redacted]
CLARKSBURG WV 26301-4152

Total Due by 10/10/23 **$133.26**
Amount you are enclosing **$**

Please Remit Payment To:
SPECTRUM
PO BOX 6030
CAROL STREAM IL 60197-6030

[redacted]00054990013326 4

Account Number: [redacted]0005499
Security Code:

Spectrum

Have questions about your bill?
Visit us at Spectrum.net/billing
Or, call us at **1-855-70-SPECTRUM (1-855-707-7328)**

8363 2500 NO RP 20 08212023 NNNNNYNN 01 000078 0001

Charge Details

Previous Balance		159.65
Credit Card Payment	09/08	-147.88

Payments received after 09/20/23 will appear on your next bill.

Adjustments

Showtime - Adjustment	09/02	-5.67
Verf Bill Adjus - Adjustment	09/04	-4.67
TV Credit - Adjustment	09/09	-15.00
Adjustments Total		-$25.34
Remaining Balance		**-$13.57**

Service from 09/20/23 through 10/19/23

Spectrum TV™

Spectrum TV Select		84.99
Basic TV & Expanded Basic TV Services		
Spectrum Receivers	2 Receivers at 10.99 each	21.98
		$106.97
Spectrum TV™ Total		$106.97

Other Charges

Broadcast TV Surcharge	23.20
Other Charges Total	$23.20

Taxes, Fees and Charges

FCC Admin Fee	0.12
Franchise Fee	8.44
State and Local Sales Tax	8.84
Local B&O Tax	1.26
Taxes, Fees and Charges Total	$16.66

Current Charges	**$146.83**
Total Due by 10/10/23	**$133.26**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Spectrum Receiver $10.99 - Charges include $9.99 for Receiver Rental and $1.00 for Secure Connection.

Programming Changes - For information on any upcoming programming changes, please consult the Legal Notices published in your local newspaper and on spectrum.net/programmingnotices.

Recording Video Services - When you pause or otherwise record any video service (using a set-top device, the Spectrum TV App, or any other means), you are making such copy exclusively for your own personal use, and you are not authorized to use, further reproduce or distribute such copy to any other person or for any other purpose. Furthermore, you are not authorized to make derivative works or public performances or public displays of such copy.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

Spectrum Security Center: Spectrum offers tools and solutions to keep you and your family safe when connected. Learn how to safeguard your information, detect scams and how to identify fraud alerts. Learn more at Spectrum.net/SecurityCenter.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Franchise Administrator - City of Clarksburg PSC of West Virginia
222 West Main Street Clarksburg, WV 26301 Phone: 304-624-1677

Continued on the next page...

Local Spectrum Store: 507 Rosebud Plaza, Clarksburg WV 26301 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 5:00pm

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support

Simplify your life with Auto Pay!

Spend less time paying your bill
and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office
It's Secure - Powerful technology keeps your information safe
It's Flexible - Use your checking, savings, debit or credit card
It's FREE - And helps save time, postage and the environment

Set up easy, automatic bill payments with **Auto Pay!**
Visit: spectrum.net/account
(My Account login required)

Spectrum

Payment Options

Pay Online - Sign in to **Spectrum.net** to pay or view your bill.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Spectrum.

For questions or concerns, please call **1-855-707-7328**.

Account Number: [redacted]0005499
Security Code: [redacted]

Spectrum

Have questions about your bill?
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8363 2500 NO RP 20 09212023 NNNNNYNN 01 000078 0001

Complaint Procedures - If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.

September 20, 2023

Account Number: [redacted]0005499
Security Code:

Spectrum

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SA8NF023 RAP-0923

14-A

AGREEMENT

CABLE TELEVISION FRANCHISE IN HARRISON COUNTY, WEST VIRGINIA

Agreement made this ____ day of _____, _____, by and between **HARRISON COUNTY, WEST VIRGINIA,** hereinafter referred to as the County, party of the first part, and **SPECTRUM MID-AMERICA, LLC,** a West Virginia corporation, hereinafter referred to as the Company, party of the second part.

WHEREAS, the Company wishes to conduct a community antenna television system (CATV) to furnish all types of services usually furnished or which can be furnished by such a system in all areas of Harrison County, West Virginia, through distribution and transmission equipment, cables, and/or wires, other transmission equipment or other means, commonly called a CATV system; and

WHEREAS the CATV system will be attached to poles or constructed underground and its cables, wires or other equipment would cross over or exist under the streets, sidewalks, public lands, highways and right-of-way in the County and

WHEREAS, the Company has requested of the County that it be granted a nonexclusive franchise to operate a CATV system within the County, after giving public notices and holding public hearings as required by West Virginia Code §24D-1-7 and the rules thereunder, has agreed to grant to the Company, a nonexclusive franchise to operate a CATV system within Harrison County, West Virginia, pursuant to the following terms and conditions.

WITNESSETH: That for and in consideration of the mutual covenants herein contained the parties do hereby agree as follows:

(1) GRANT OF AUTHORITY The County grants to the Company the nonexclusive right and privilege within all areas of Harrison County, West Virginia, as described in Exhibit A hereto, to construct, maintain, and operate in, or, over and under the present and future public streets, alleys, rights-of-way and public places within the County such as towers, poles, lines, cables, wiring and all related equipment for the purpose of receiving, amplifying and distributing television, radio, audio, video or any other telecommunications signal or service

within said County and to inhabitants hereof. The Company shall have further right to enter into arrangements for the attachment onto or use of facilities owned or operated by public utilities operating within the County.

(2) TERMS OF AGREEMENT: The nonexclusive franchise granted herein shall be for a term of fifteen (15) years, commencing on the ____ day of _____, _____, and terminating at midnight on the ____ of _____, ____.

(3) CONDITIONS OF STREET AND ROAD OCCUPANCY AND SYSTEM CONSTRUCTION:

(a) Use: All transmission and distribution structures, lines and equipment erected by the Company within the County shall be located as to cause minimum interference with other proper use of the public streets, alleys, ways and places located within the County and as to cause a minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public streets. alleys, ways, or places.

The use of public highways and other public places shall be subject to:

(1) All applicable state statutes and all applicable rules and orders of the West Virginia Public Service Commission governing the construction, maintenance and removal of overhead and underground facilities of public utilities;

(2) For county roads, all generally applicable rules adopted by the governing body of the County in which the streets are situated; and

(3) For state or federal-aid highways, all public welfare rules adopted by the West Virginia Department of Transportation, Highways Division.

(b) Restoration: In cases of any disturbance of pavements, sidewalks, lawns, roadways, or other surfacing, the Company shall, at its own expense and in a manner approved by the County replace and restore such places so disturbed to as good a condition as before said work was commenced. The Company shall also be required to consult with the Highways Division regarding any disturbance of pavement, roadway or other rights-of-way as may be under the jurisdiction and control of the Highways Division.

(c) Relocation: In the event that at any time during the period of this agreement, the County or the Highways Division shall lawfully elect to change the grade or location of any public street, alley, way, or place, the Company, upon reasonable notice by the County or the Highways Division, as the case

may be, shall remove, re-lay and re-locate its equipment at its own expense. All such alterations shall be subject to the approval of the County and the Highways Division.

(d) Placement of Fixtures: The Company shall not place any fixtures or equipment where the same shall interfere with any existing gas, electric, communications, fire alarms, sewer or water lines, fixtures or equipment, and the location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said public streets, alleys, ways, and places, and the use of the same for gas, electric, communications, fire alarms, sewer and water lines, fixtures and equipment.

(e) Easements: In the use of easements dedicated to compatible uses, the Company shall ensure:

(1) That the safety, functioning and appearance of the property and the convenience and safety of other persons is not adversely affected by the installation or construction of facilities necessary for the cable system;

(2) That the cost of the installation, construction, or operation of facilities is borne by the Company or subscribers, or a combination of both; and

(3) That the owner of the property is justly compensated by the Company for any damages caused by the installation, construction, operation or removal of facilities by the Company, its employees or contractors.

(4) SERVICES TO BE PROVIDED BY THE COMPANY:

(a) Services shall be made available to all inhabitants of the County who reside in the area described in Exhibit A who desire such service within 7 days of the date of their request, provided that the following conditions have been met:

(1) A location is serviceable when:

(A) The inhabitant is located in an area where it is economically feasible to provide such service, and such area is unserved by another cable system. Such condition of economic feasibility is met where an average of 35 residences are passed per mile of cable line laid; calculated from the existing cable system owned by the Company to the end of the proposed service extension; and

(B) The distance from existing distribution lines to the home or building is not more than 150 feet and capable of an aerial installation;

(2) Inhabitant complies with the Company's regulations governing the conduct of its business; and

(3) The Company is able to obtain any private rights-of-way required to extend its facilities at a reasonable cost.

(b) The Company shall, on a voluntary basis and upon request, provide and maintain basic service for one single standard outlet to the locations listed in Exhibit B of this document provided they are within a reasonable distance of an existing distribution line of the Company and capable of a 150-foot aerial installation. The recipients of the voluntary service under this paragraph shall not be charged for basic cable service; provided however, that the service is not to be delivered to a residence and the Company may discontinue offering the service upon ninety (90) days' notice to the location(s) to which service is provided.

(c) The Company shall comply with the regulations of the Federal Communications Commission (FCC) for the operation of the Emergency Alert System as set forth under 47 C.F.R. Section 11.

(d) The Company shall offer to all customers within the County service of signal and viewing quality that is in compliance with all FCC technical standards.

(e) The Company shall conduct its business with its subscribers in accordance with all FCC Customer Service Standards.

(f) The Company shall continue designate one (1) channel on its cable system for public, educational or governmental use. Such designated channel is to be carried as part of the basic service tier. The company shall abide by all rules and procedures adopted by the County as franchise authority for activation of designated PEG channels currently in use for non-PEG purposes.

(g) The maximum number of channels the system(s) will initially be capable of providing is 379 plus on demand options. The number of channels to be initially activated to provide programming to subscribers is 379 plus on demand options.

(h) The number of channels to be initially offered as part of the basic tier of service is 71.

(i) The Company agrees that it will not abandon areas presently served by this cable system(s) without the agreement of the County, unless such areas and residents therein are being served by another cable system, or unless unreasonable costs are imposed for the continued use of a private right-of-way necessary for providing service to such areas.

(5) CONDITION OF EQUIPMENT: The Company shall maintain all of its lines, rights-of-way and equipment in good and safe condition and shall at all times construct and maintain its fixtures of equipment in compliance with the requirements of the National Electrical Safety Code.

(6) PROCEDURES FOR RESTORING INTERRUPTED SERVICE AND IMPROVING SUBSTANDARD SERVICE:

(a) The Company, for the purpose of restoring interrupted service and improving substandard service, shall be able to receive calls twenty-four hours a day, seven days a week, and shall have one or more qualified persons as may be necessary to repair the cable system.

(b) The Company shall restore interrupted service not later than twenty-four hours after being notified by a subscriber that service has been interrupted, unless (1) service cannot be restored until another company repairs facilities owned by such company and leased to, or required for the operation of, the cable service, (2) the interruption was caused by an act of nature or (3) the Company is unable to restore service within twenty-four hours due to extenuating circumstances. In the event of such extenuating circumstances, the company shall restore service as soon as feasible and then submit a written notice to the Public Service Commission of West Virginia indicating that service has been restored and explaining the nature of the extenuating circumstances.

(7) CREDIT OR REFUND FOR INTERRUPTED SERVICE:

(a) If cable service to a subscriber is interrupted for more than twenty-four continuous hours for any reason such subscriber shall, upon request, receive a credit or refund in accordance with any applicable requirements of West Virginia law.

(b) The Company shall comply with any viewing time reliability standards for cable operators established by the Public Service Commission of West Virginia.

(8) OFFICE OPERATING REQUIREMENTS; OFFICE HOURS: The Company shall operate a business office to deploy technicians in or near the service area, or as otherwise approved by the franchising authority or by the Public Service Commission of West Virginia as permitted by applicable law. The office shall be open during normal business hours. The Company shall operate sufficient telephone lines, including a publicly and locally listed toll-free number or any other free calling option, staffed by a company customer service representative during normal business hours.

(9) NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE AND BILLING:

(a) Annually the Company shall mail or distribute electronically as permitted by applicable law to each of its subscribers a notice which:

(1) Informs subscribers how to communicate their views and complaints to the cable operator and to the Public Service Commission of West Virginia

(2) States the responsibility of the Public Service Commission to receive and act on consumer complaints other than channel selection, programming and rates, concerning the operation of a cable system; and

(3) States the policy regarding the method by which subscribers may request pro rata credit as described in section seven of this agreement.

(4) States the policy regarding billing practices, late fees, and other service charges.

(b) The notice shall be in nontechnical language, understandable by the general public, and in a convenient format.

(10) RECORDING OF SUBSCRIBER COMPLAINTS:

(a) The Company shall keep a record or log of all written complaints received regarding quality of service, rates, programming, equipment malfunctions, billing procedure, employee relations with customers and similar matters as may be prescribed by the Public Service Commission of West Virginia. The records shall be maintained for a period of two years.

(b) The record or log shall contain the following information or each complaint received:

(1) Date, time, nature of complaint;

(2) Name, address, telephone number of complainant;

(3) Investigation of complaint; and

(4) Manner and time of resolution of complaint.

(c) Consistent with the subscriber privacy provisions contained in 47 U.S.C. section 551 or as otherwise provided by federal law, every cable operator shall make the logs or records, or both, of such complaints available to any authorized agent of the Public Service Commission of West Virginia and the franchising authority, upon request during normal business hours for on-site review.

(11) INDEMNIFICATION BY THE COMPANY OF THE COUNTY:

(a) The Company, its successors and assigns, shall indemnify and hold harmless the County from any liability whatsoever for any damage or injury caused to any person or property by the negligent actions or omissions of the Company on account of the franchise granted by this agreement. The Company shall take out and maintain during the term of this agreement general liability insurance with the following minimum coverage limits:

(1) One Million Dollars ($1,000,000) per occurrence.

(2) One Million Dollars ($1,000,000) aggregate.

(3) One Million Dollars ($1,000,000) automobile liability per occurrence.

Where the insurance provides separately for personal injury and property damage, the combined limits of the two coverages shall be no less than the per occurrence and aggregate limits set forth above. The Company shall protect the County from claims for said damages arising out of the exercise of rights and privileges and operations under this agreement. Prior to the exercise of any rights under this agreement, Certificates of Insurance shall be filed and deposited with the Clerk of the County.

(b) Upon receipt of notice in writing from the state and county the Company shall, at its own expense, defend any action or proceeding against the state and county in which it is claimed that personal injury or property damage was caused by activities or omissions of the Company in the installation, operation or maintenance of its cable system.

(12) FRANCHISE FEE: In consideration of the granting of this franchise by the County to the Company, said Company shall be liable to pay to the County a franchise fee as follows:

(a) The sum of $0 shall be paid by the Company to the County upon the execution of this agreement by the Company. (Such sum to be treated as a franchise fee or portion thereof.)

(b) Payments shall be due and payable quarterly, on or before May 15th, August 15, November 15, and February 15, during the term of this agreement, the Company shall pay to the County 5% of the gross revenue derived by the Company from the operation of the cable system in the County to provide cable services during the preceding quarter, including but not limited to monthly basic, premium and pay-per-view fees, installations fees, equipment rental fees, late fees, and advertising, leased access and home shopping revenues. Gross revenue shall not include refundable deposits, bad debt, the franchise fee itself, investment income, nor any taxes, fees or assessments imposed or assessed by any government authority. If the above agreed to sum certain exceeds the limit permissible under law, the maximum amount so allowed will be paid.

(c) The amount of the franchise fee to be paid to the County shall be reviewable upon the third, sixth, ninth and twelfth anniversary dates of the date of the granting of the franchise, and upon such date the County shall have the right to change the amount and method of calculating the franchise fee; provided however, that such changes are in conformity with federal and state law.

(d) The imposition and collection of any franchise fee under this agreement shall not affect the collection of the annual fee or document fees by the West Virginia Public Service Commission as set forth in West Virginia Code §§24D-1-20 and 24D-1-25 and rules thereunder. Further, the franchise fee set forth in this agreement together with any state annual fee, document fee, or other fee considered under federal law to be a franchise fee shall never exceed the maximum amount prescribed by federal or state law.

(e) Nothing contained herein shall prevent the Company from collecting any or all such franchise fee as an addition to its regular charges, by listing them as a separate line on its invoiced to the customer.

(13) NON-LIABILITY OF COUNTY: The County shall not be liable for interrupting the Company's service caused by employees of the County in the proper performance of their duties.

(14) RATES:

(a) The Company shall file with the County and keep current a schedule of its rates charged, or where no such rates are yet charged then its initially proposed rates, for each tier or cable service. The rates charged to all subscribers for the same service shall be equal and uniform throughout each cable system; excepting that this does not prohibit promotional or group rates when such rates are offered throughout the franchise area.

(b) Connection, reconnection, and any fee for a service technician visit shall be assessed in accordance with Company's Terms of Service. In addition, the Company agrees that it will bill monthly and calculate any late payment charge in conformity with 150 CSR 26.17 regardless of whether credit has been extended.

(c) To the extent permitted by federal law, the Public Service Commission of West Virginia shall regulate basic cable service rates to ensure that they are just and reasonable both to the public and to the cable operator and are not unduly discriminatory.

(d) The Company shall not raise rates or add new channels and increase charges to subscribers without first providing written notice to subscribers as required by applicable law.

(15) REMOVAL OF PROPERTY AT TERMINATION OF AGREEMENT: In the event this franchise agreement is terminated for any reason, or if the Company, or its successors, cease to exercise its rights and privileges pursuant to the terms of this agreement , then, in such event, all poles, lines, cables, wiring and other apparatus erected, installed or deposited by the Company or its successors within the County shall be properly removed at the Company's own expense unless otherwise agreed to by the

parties. Further, unless otherwise agreed to, property not removed within six months of termination will be considered abandoned and the Company shall be liable for the cost of removal.

(16) REVOCATION, ALTERATION, OR SUSPENSION OF CABLE FRANCHISE; PENALTIES:

(a) This cable franchise may be revoked, altered or suspended by the County for the following reasons:

(1) For making material false or misleading statements in, or for material omissions from, any application or proposal or other filing made with the franchising authority;

(2) For repeated failure to maintain signal quality under the standards prescribed by the Public Service Commission of West Virginia;

(3) For any sale, lease, assignment or other transfer of its cable franchise without the consent of the franchising authority;

(4) Except when commercially impracticable, for unreasonable delay in construction or operation, as well as for unreasonable withholding of the extension of cable service to any person in the franchise service area;

(5) For material violation of the terms of its cable franchise;

(6) For failure to substantially comply with WVA. Code §24D-1-1 et seq. or any rules, regulations or orders prescribed by the Public Service Commission of West Virginia;

(7) For substantial violation of its terms and conditions of service; and

(8) For engaging in any unfair or deceptive act or practice.

If the County believes that the Company has breached material terms of the cable franchise, the County shall first informally discuss the matter with Company. If these discussions do not lead to resolution of the problem, the County shall notify the Company in writing of the exact nature of the alleged material breach.

The Company shall have thirty (30) days from receipt of the above notification to (i) respond to the Grantor, contesting the assertion of breach, or (ii) to cure such breach, or (iii) if, by the nature of breach, such breach cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such breach and notify the County of the steps being taken and the projected date that they will be completed.

If the Company fails to respond to the notification received from the County, or if the breach is not remedied within the cure period set forth above, the County shall schedule a public hearing if it intends to continue its investigation into the breach. The County shall provide the Company at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing. At the hearing, the County shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the County Commission shall be based on the evidence from the hearing, made in writing, duly approved by the County Commission, and shall be delivered to the Company. The Company may dispute such determination in an appropriate court, and the parties agree that the court may review the determination *de novo*. The Company may continue to operate the Cable System until all legal procedures have concluded.

(17) RENEWAL OF CABLE FRANCHISE: This cable franchise may be renewed by the County upon approval of the Company's application or proposal therefor and in accordance with the provisions of state and federal law. The form of the application or proposal shall be prescribed by the Public Service Commission of West Virginia. The application or proposal shall be the same fee prescribed for franchise applications, and the periods of renewal shall be not less than five nor more than twenty years each, unless otherwise prescribed by state for federal law. The County shall require of the applicant full disclosure, including the proposed plans and schedule of expenditures for or in support of the use of public, educational, or governmental access facilities.

(18) ASSIGNMENT OR TRANSFER OF CABLE FRANCHISE: This franchise including the rights, privileges and obligations thereof may not be assigned, sold, leased, or otherwise transferred, voluntarily or involuntarily, directly or indirectly except upon written application to and approval of the County. The form of application for transfer shall be the FCC Form 394 of any successor form adopted by the FCC. No approval shall be required, however, for a transfer to an entity controlling, controlled by, or under common control with the Company or a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Company in the franchise or Company's cable system to secure indebtedness.

(19) NON-DISCRIMINATION: As a condition to receiving a franchise from the County, the Company covenants and agrees that it shall not discriminate in any employment matter or any other matter against any person on account of age, race, religion, sex, physical handicap or country of natural origin.

(20) REVIEW OF EQUIPMENT AND RECORDS:

(a) Throughout the term of this agreement the County shall have the right, during normal business hours, to inspect all lines, equipment, fixtures, and facilities owned or operated by the Company pursuant to the terms of this agreement. The County shall also have the right, during normal business hours, to inspect all records and reports maintained by the Company and either under the control or direction of the Company or any of its agents, employees or affiliates, wherever said agreements, contracts, records and reports may be located; subject to the subscriber privacy provisions of the Cable Communications Act of 1984, applicable federal law, and excepting proprietary and confidential information contained in programming contracts when rates are not regulated. With the exception of salaries and wages of employees of the Company, which shall be paid by the Company, all expenses incurred in conducting such inspections and reviews of the equipment and records of the Company shall be at the expense of the County.

(b) The Company shall file with the County, upon request, copies of all reports of its financial technical and operational condition and its ownership required by state or federal law. The reports, as required to be filed with federal and state agencies and authorities shall be kept on file open to the public.

(c) The County or its designated agent(s) shall have access to necessary books of account and records of the Company, for the purpose of ascertaining the accuracy of franchise fee payments hereunder.

(21) CANCELLATION

This franchise is granted upon the express condition that if the Company shall neglect, refuse or fail to do, perform or observe any of the material conditions, agreements, provisions, in terms, as set forth herein, including, but not limited to the timely payment of the franchise fee as fixed and assessed in accordance with this agreement, and such neglect, failure or default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the

Company, then, and in such event, the County shall have the right, and does hereby reserve the right, at its option, after following the procedures outlined in Section 16 hereof, , to terminate all of the rights and privileges granted herein, and any additions to or amendments hereof, unless such performance of the provisions is being contested before a Court of competent jurisdiction by the Company, and declare the same at an end, without prejudice to any remedies the County may have.

(22) MISCELLANEOUS:

(a) If any provision of this agreement or the application thereof to any person, firm or corporation is held invalid by any Court of competent jurisdiction, such invalidity shall not affect other provisions or applications or this agreement and to this end the provision of this agreement are declared to be severable.

(b) This agreement shall be interpreted according to the laws of the State of West Virginia and applicable federal law.

(c) The Company agrees to abide by all applicable state and federal laws, rules, and regulations.

(23) NOTICE: All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To Harrison County West Virginia:

Attn: County Commission
229 S. Third Street
Clarksburg, WV 26301

To the Company:

Attn: Government Affairs
737 Howard Street
Zanesville, OH 43701

IN WITNESS WHEREOF, the parties hereto have caused their respective Officials to set their hands, their secretaries to attest, and their seals to be affixed hereto.

Considered and approved this ____ day of _____, _____

Harrison County, West Virginia

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, _____, subject to applicable federal and state law.

Spectrum Mid-America, LLC.

By: Charter Communications, Inc. Its Manager

Signature:_____

Name/Title:_____

Exhibit A – Harrison County Serviceable Areas

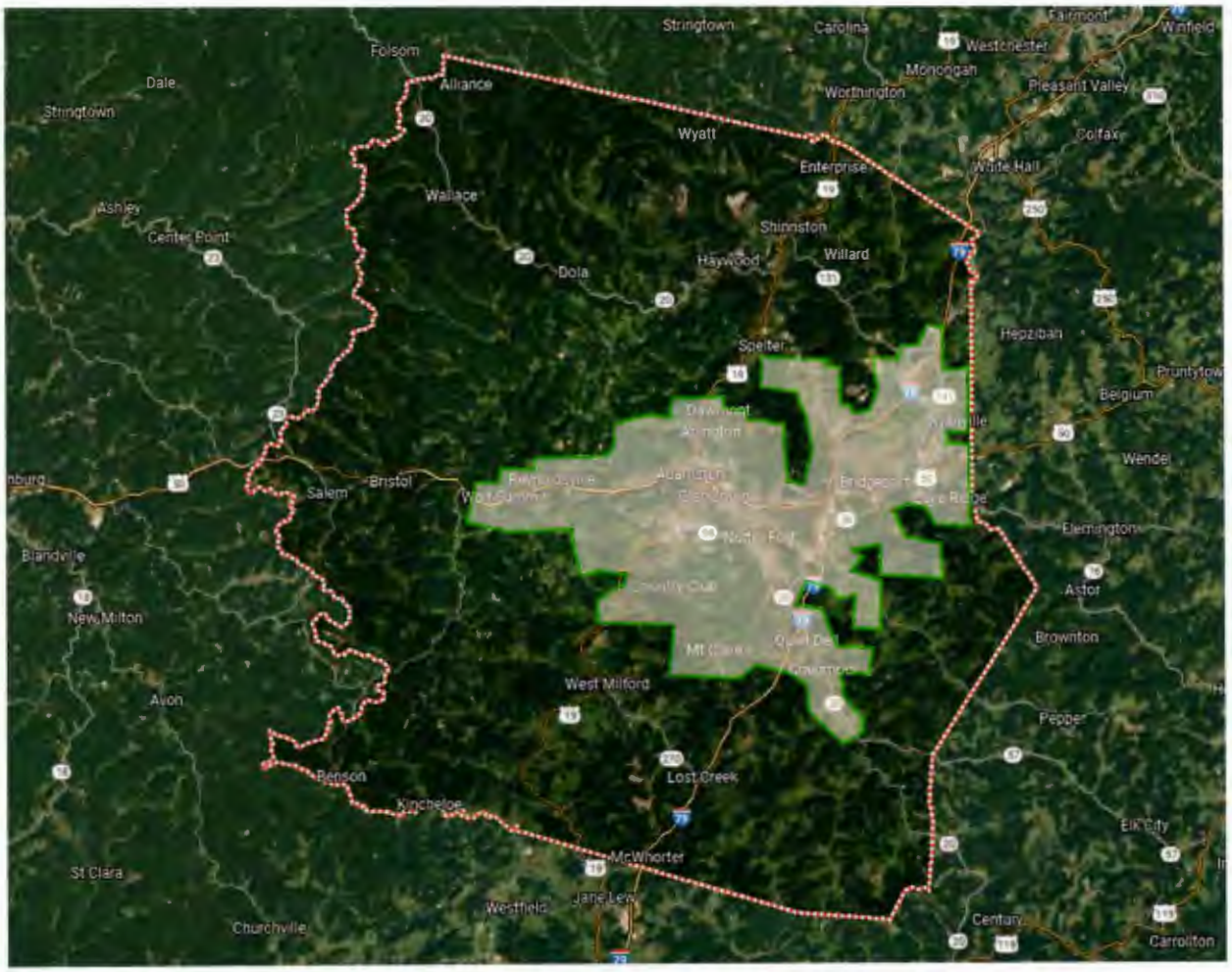

Exhibit B – Harrison County Complimentary Accounts

1. **City of Bridgeport Municipal Office (other than City)**
   Billing Address: 32 Crooked Run, Clarksburg, WV 26301
   Service Address: 32 Crooked Run, Clarksburg, WV 26301

2. **Harrison County Alternative Learning Center**
   Billing Address: 445 W Main Street, Clarksburg, WV 26301
   Service Address: 1349 Shinnston Street, Clarksburg, WV 26301

3. **Liberty High School**
   Billing Address: 1 Mountaineer Drive Clarksburg, WV 26301
   Service Address: 1 Mountaineer Drive Clarksburg, WV 26301

4. **Mount Clare Fire Department**
   Billing Address: PO Box 225, Mount Clare, WV 26408
   Service Address: 19 Matheny Hollow Road, Mount Clare, WV 26408

5. **Reynoldsville Fire Department**
   Billing Address: 3477 Wilsonburg Road, Clarksburg, WV 26301
   Service Address: 3477 Wilsonburg Road, Clarksburg, WV 26301

15

BINGAMON PUBLIC SERVICE DISTRICT

PO BOX 35 SHINNSTON, WV 26431

(304)592-5948

December 7, 2023

Members of the Harrison County Commission:

The Board of Directors of Bingamon Public Service District requests that you consider the reappointment of Michael Sieber to the BPSD Board of Directors. His term expired 11/24/23, and he has served the District faithfully for several years. We await your decision on this matter.

Sincerely,

Renee' Eddy, Office Manager, for

Micheal Seiber, Chairman

Bingamon Public Service District

Bingamon Public Service District Is an equal opportunity provider and employer.

A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, January 3, 2024, through Tuesday, January 9, 2024

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, January 3, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **HELEN MARIE PARMENTER NOLAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

WILLIAM FLOYD NOLAN II, who was named in the last will and testament of **HELEN MARIE PARMENTER NOLAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **STEPHEN L BASSEL**, deceased, late a resident of ALLEGANY, MARYLAND, was admitted to record.

On, Thursday, January 4, 2024, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **ARGYLE FRANKLIN SHINGLETON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

CHARLES BRADLEY SHINGLETON, who was named in the last will and testament of **ARGYLE FRANKLIN SHINGLETON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

THOMAS E MCINTIRE, who was named in the last will and testament of **MARJORIE LEE KEITH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

ANN R HARTZELL, who was named in the last will and testament of **MURIEL JEAN D. MURPHY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **VINCENT D PATTON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

SUSAN WILMERINK, who was named in the last will and testament of **VINCENT D PATTON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

RYAN ANTHONY DEMARCO, who was named in the last will and testament of **DANIEL JAMES FEASTER**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, January 5, 2024, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **SEAN PATRICK COLEMAN** was appointed and qualified as ADMINISTRATOR of the estate of **BONITA S COLEMAN**, deceased. Bond was 229,000.00.

On, Monday, January 8, 2024, the following matters were disposed of in the presence of the Clerk:

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

TONYA RENAE ZEDEK, who was named in the last will and testament of **JACKSON LEE SMITH**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

CHARLES M FETZECK, who was named in the last will and testament of **CHRISTOPHER FETZECK**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly copy of the last will and testament of **DALLIS V PARKER**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

The last will and testament of **FRANKLIN DONALD NUZUM**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

KIMBERLY D VALENTINE, who was named in the last will and testament of **FRANKLIN DONALD NUZUM**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
SANDRA K MCCUE, who was named in the last will and testament of **FRANKLIN DONALD NUZUM**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.

John R Spires
Clerk of the Harrison County Commission

Wednesday, January 24, 2024

Confirmed

C-1

Enlarged Hepzibah PSD

Regular Board Meeting

Monday, October 16, 2023

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

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

1. **Approval of Minutes**
   Fred Martin made a motion to approve the Special Board minutes for Monday, September 25, 2023 as read. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Sharon Hamilton made a motion to approve the Checks Signed Document dated 09/01/2023 through 09/30/2023. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

3. **Hepzibah Water Project**
   Cody Turner was present to update the Board on the Water Project. He received the red lines from the contractor, as they will be getting the closeout documents to finish things up and get the final invoices. Kevin and Cody and the Board discussed in detail.

   Shelby was present to discuss Pay Requisition #10 Pay App. #8 for Virco, Thrasher, Region 6 and construction materials. Purchased by Hepzibah P.S.D. Kevin, Shelby, and the Board discussed in detail.
   Fred Martin made a motion to approve Pay Requisition #10 Pay App. #8, for a total of $150,903.81. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

4. **Manager's Report**
   - **A.** Kevin provided the Board with the Enlarged Hepzibah Public Service District compiled financial statements for the fiscal years ended June 30, 2023 and June 30, 2022. Kevin and the Board discussed in detail.
   - **B.** Kevin discussed with the Board the need to hire a new field person full time.
     Fred Martin made a motion to advertise for a new fulltime employee for field operations. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.
   - **C.** Kevin discussed with the Board the termination of the B&M Environmental contract as of November 1, 2023. Kevin and the Board discussed in detail.
     Sharon Hamilton made a motion to accept Kevin's recommendation to terminate the contract for B&M Environmental as of November 1, 2023. Fred Martin seconded the motion. All in favor, none opposed and none abstained.
   - **D.** Kevin provided the Board with a copy of the Accounts Payable by Aging as of

September 30, 2023. He also provided a copy of the A/P Aging Summary as of September 30, 2023, the Income and Expense by month statement for September 2023 and the Profit & Loss for September 2023. Kevin also provided the Statement of Cash Flows for September 2023, Profit & Loss for July 2023 through September 2023, and the Statement of Cash Flows for July 2023 through September 2023. Kevin and the Board discussed in detail.

E. Kevin provided the Board with a copy of the water loss report for July 2023 through June 2024, with a water loss of 41.23% for the month of September 2023, and with a year-to-date adjusted water loss of 33.80% and discussed.

F. Kevin and the Board discussed the upgrades and replacements of fire hydrants in detail.

G. Kevin provided the Board with the November 2023 calendar, and discussed.

5. **Employee Issues**

Kevin discussed with the Board making Zachary Barnett the Chief Operator as of November 1, 2023. Kevin and the Board discussed.

Fred Martin made a motion to approve Zachary Barnett as Chief Operator for Enlarged Hepzibah P.S.D. waste water operations. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

6. **Next Board Meeting**

Sharon Hamilton announced the next Board meeting will be November 13, 2023.

7. **Adjournment**

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

_____
Chairman

Sharon Hamilton
Treasurer

_____
Secretary

jd

C-2

Enlarged Hepzibah PSD
A/P Aging Summary
As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ACE AGGREGATES	357.36	0.00	0.00	0.00	0.00	357.36
Ace Hardware	166.73	60.12	0.00	0.00	0.00	226.85
Advance Auto Parts	282.82	0.00	0.00	0.00	0.00	282.82
B&M Environmental LLC	2,472.50	0.00	0.00	0.00	0.00	2,472.50
Bennett & Dobbins PLLC	850.00	0.00	0.00	0.00	39,020.67	39,870.67
City of Shinnston	26.70	0.00	0.00	0.00	0.00	26.70
Clarksburg Water Board	20,851.96	0.00	0.00	0.00	13,212.09	34,064.05
Core & Main LP	3,787.41	0.00	0.00	0.00	0.00	3,787.41
Enlarged Hepzibah PSD	303.59	0.00	0.00	0.00	0.00	303.59
Harry Green Chevrolet	145.48	0.00	0.00	0.00	0.00	145.48
Miss Utility of WV, Inc.	39.30	0.00	0.00	0.00	0.00	39.30
Mon Power	657.04	0.00	0.00	0.00	0.00	657.04
Precision Pump & Valve Service	7,791.00	0.00	0.00	0.00	0.00	7,791.00
Sun Valley Public Service District	4,360.00	3,748.00	3,748.00	2,044.44	14,017.46	27,917.90
The Exponent Telegram	43.92	0.00	0.00	0.00	0.00	43.92
USA Bluebook	1,857.17	0.00	0.00	0.00	0.00	1,857.17
Vincent Lumber Company	148.40	0.00	0.00	0.00	0.00	148.40
TOTAL	**44,141.38**	**3,808.12**	**3,748.00**	**2,044.44**	**66,250.22**	**119,992.16**

Enlarged Hepzibah PSD
Profit & Loss
October 2023

		Oct 23
Income		
1500 · Late Fees		1,676.09
1501 · Metered Sales		31,198.76
4610 · Metered Water Sales		70,891.06
4700 · Water Late Fees		1,147.46
4741 · Reconnect Fees		136.61
4744 · Misc Water Income		4,327.71
Total Income		109,377.69
Gross Profit		109,377.69
Expense		
ENLARGED HEPZIBAH PSD		81.14
1704 · Utilities - Sewer Plant		249.15
1743 · Transportation Expense		1,774.73
1781 · Accounting & Legal		850.00
1790 · Postage		754.34
1793 · Supplies		6,605.97
1794 · Uniforms		368.16
1795 · Telephone		383.03
1796 · Outside Services		7,655.00
1804 · Regulatory		209.95
6020 · Purchased Water		20,805.96
66000 · Payroll Expenses		18,456.56
6661 · Water Testing		46.00
6662 · Power & Fuel		
6662.1 · HREA	1,462.77	
6662.2 · Mon Power	840.60	
Total 6662 · Power & Fuel		2,303.37
6790 · - Water Line Project		130,715.79
9210 · Office Supplies		114.40
9233 · Advertising Water		43.92
9260 · Pensions & Benefits		6,941.68
Total Expense		198,359.15
Net Income		**-88,981.46**

Enlarged Hepzibah PSD
Profit & Loss
July through October 2023

		Jul - Oct 23
Income		
1500 · Late Fees		4,751.25
1501 · Metered Sales		122,591.65
1505 · Misc Income		8,767.59
1525 · Interest Income		8.97
4190 · Interest Inc		8.39
4610 · Metered Water Sales		284,731.20
4700 · Water Late Fees		4,626.30
4741 · Reconnect Fees		772.45
4742 · Water Taps		700.00
4744 · Misc Water Income		4,427.71
Total Income		431,385.51
Gross Profit		431,385.51
Expense		
ARPA WATER PROJECT EXPENSES		6,385.31
ENLARGED HEPZIBAH PSD		81.14
1704 · Utilities - Sewer Plant		826.14
1726 · Maint of Sewer Plant		171.63
1743 · Transportation Expense		5,758.94
1781 · Accounting & Legal		1,930.00
1789 · Petty Cash		200.00
1790 · Postage		2,561.56
1793 · Supplies		37,272.95
1794 · Uniforms		1,091.50
1795 · Telephone		2,081.64
1796 · Outside Services		43,137.83
1797 · Misc Expense		319.60
1798 · Property Insurance		7,445.00
1799 · Advertising		224.65
1800 · Bank Charges		42.00
1804 · Regulatory		840.22
1805 · Sludge Disposal		650.00
6020 · Purchased Water		91,556.22
66000 · Payroll Expenses		77,960.72
6661 · Water Testing		630.10
6662 · Power & Fuel		
6662.1 · HREA	5,672.80	
6662.2 · Mon Power	5,700.88	
6662.3 · Cardinal Gas	76.48	
Total 6662 · Power & Fuel		11,450.16
6790 · - Water Line Project		731,603.34
9210 · Office Supplies		1,733.26
9233 · Advertising Water		43.92
9260 · Pensions & Benefits		26,074.35
9290 · Bank Charges Water		459.95
Total Expense		1,052,532.13
Net Income		**-621,146.62**

C-3

Enlarged Hepzibah PSD

Regular Board Meeting

Monday, November 13, 2023

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

Present	Employees	Also Present
Darlene Swiger	Kevin Short	Shelby Johnson
Sharon Hamilton	Rhonda Beezel	

1. **Approval of Minutes**
   Sharon Hamilton made a motion to approve the Regular Board minutes for Monday, October 16, 2023 as read. Darlene Swiger seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Sharon Hamilton made a motion to approve the Checks Signed Document dated 10/01/2023 through 10/31/2023. Darlene Swiger seconded the motion. All in favor, none opposed and none abstained.

3. **Hepzibah Water Project**
   Shelby Johnson was present to update the Board on the project close out. Shelby presented the Board with the last Pay Requisition #11 for a total of $6,673.94 IJDC Funds for Thrasher and Region 6. The remaining money of $26,279.71 from the Harrison County ARPA Fund goes toward a Tractor from Middletown Tractor for Enlarged Hepzibah PSD. There is a difference of $2,373.49 to be paid from the Water Revenue. Shelby, Kevin, and the Board discussed in detail.
   Sharon Hamilton made a motion to approve and sign Requisition #11 for a total of $32,953.65. Darlene Swiger seconded the motion. All in favor, none opposed and none abstained.

4. **Manager's Report**
   - **A.** Kevin provided the Board with the billing register write off list as of October 2023 in the amount of $4,788.72. Kevin and the Board discussed in detail.
     Darlene made a motion to approve the write off list for a total of $4,788.72 as of October, 2023. Sharon seconded the motion. All in favor, none opposed and none abstained.
   - **B.** Kevin discussed with the Board the memo he passed out to the Hepzibah P.S.D employees, regarding the payroll changes taking effect January, 2024, where we will be going to by-weekly. Kevin and the Board discussed.
   - **C.** Kevin discussed with the Board the replacement of 3 new fire hydrants located on Chestnut Steet, Hepzibah, Dupont entrance in Spelter and Allen Street, Hepzibah. Kevin and the Board discussed.
   - **D.** Kevin provided the Board with a copy of the Accounts Payable by Aging as of October 31, 2023, copy of the A/P Aging Summary as of October 31, 2023, and the Profit & Loss for October 2023. Kevin also provided the Statement of Cash Flows for October 2023, Profit & Loss for July 2023 through October 2023, and the Statement of Cash

Flows for July 2023 through October 2023 and the Income and Expense by month July 2023 through October 2023. Kevin and the Board discussed in detail.

E. Kevin provided the Board with a copy of the water loss report for July 2023 through June 2024, with a water loss of 40.37% for the month of October 2023, and with a year-to-date adjusted water loss of 34.27% and discussed.

F. Kevin and Rhonda discussed the outstanding debt owed to the Clarksburg Water Board in the amount of $11,205.42. Kevin said he would like a motion to pay it off in full. Kevin, Rhonda, and the Board discussed.
Sharon Hamilton made a motion to pay off the outstanding debt owed to Clarksburg Water Board in the amount of $11,205.42. Darlene Swiger seconded the motion. All in favor, none opposed and none abstained.

G. Kevin discussed wanting to donate the 750 John Deere tractor to Don Menendez for his 32 years of service. Kevin and the Board discussed.
Sharon Hamilton made a motion to gift the 750 John Deere tractor to Don Menendez for 32 years of service. Darlene seconded the motion. All in favor, none opposed and none abstained.

H. Kevin discussed with the Board the hiring of Jason Rhodes for field serviceman to be working under Zac Barnett. Kevin and the Board discussed.
Sharon Hamilton made a motion to hire new field serviceman Jason Rhodes @ $18.50 per hour. Darlene Swiger seconded the motion. All in favor, none opposed and none abstained.

5. **Employee Issues**
Kevin and the Board had discussion regarding the Christmas and New Year's Holiday. After discussion, **Darlene Swiger made a motion for the office to be closed the full day on December 30, 2023 for Christmas Holiday and the full day on Friday, December 29, 2023 for 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 or personal time for December 29, 2023. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.**

6. **Next Board Meeting**
Sharon Hamilton announced the next Board meeting will be December 11. 2023.

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

Chairman

Treasure

Secretary

jd

C-4

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Ace Hardware	67.69	0.00	0.00	0.00	0.00	67.69
Advance Auto Parts	196.53	0.00	0.00	0.00	0.00	196.53
Advantage Computer	1,650.00	0.00	0.00	0.00	0.00	1,650.00
APPALACHIAN EQUIPMENT	486.52	0.00	0.00	0.00	0.00	486.52
B&M Environmental LLC	513.00	0.00	0.00	0.00	0.00	513.00
Bennett & Dobbins PLLC	7,386.03	0.00	0.00	0.00	33,282.11	40,668.14
City of Clarksburg	65.00	0.00	0.00	0.00	0.00	65.00
Clarksburg Water Board	46.00	0.00	0.00	0.00	0.00	46.00
Core & Main LP	5,223.91	0.00	0.00	0.00	0.00	5,223.91
Enlarged Hepzibah PSD	307.87	0.00	0.00	0.00	0.00	307.87
Hart Office Solutions	30.00	0.00	0.00	0.00	0.00	30.00
HAYES INSURANCE AGENCY	250.00	0.00	0.00	0.00	0.00	250.00
Miss Utility of WV, Inc.	33.45	0.00	0.00	0.00	0.00	33.45
Mon Power	907.23	0.00	0.00	0.00	0.00	907.23
PACE ANALYTICAL	869.10	0.00	0.00	0.00	0.00	869.10
Sammy D's Preowned Auto	243.83	0.00	0.00	0.00	0.00	243.83
State Electric Supply Company	99.48	0.00	0.00	0.00	0.00	99.48
Sun Valley Public Service District	3,944.11	0.00	3,748.00	3,748.00	10,546.04	21,986.15
Tri-State Welding	55.00	0.00	0.00	0.00	0.00	55.00
Vincent Lumber Company	20.60	0.00	0.00	0.00	0.00	20.60
TOTAL	22,395.35	0.00	3,748.00	3,748.00	43,828.15	73,719.50

Enlarged Hepzibah PSD
Profit & Loss
July through November 2023

	Jul - Nov 23	
Income		
WATER PROJECT ARPA FUND		20,479.02
1500 · Late Fees		5,592.98
1501 · Metered Sales		152,691.04
1505 · Misc Income		8,767.59
1525 · Interest Income		8.97
4190 · Interest Inc		8.39
4610 · Metered Water Sales		353,781.44
4700 · Water Late Fees		6,362.28
4741 · Reconnect Fees		1,040.79
4742 · Water Taps		700.00
4744 · Misc Water Income		4,427.71
Total Income		553,860.21
Gross Profit		553,860.21
Expense		
ARPA WATER PROJECT EXPENSES		6,385.31
ENLARGED HEPZIBAH PSD		81.14
1704 · Utilities - Sewer Plant		1,054.48
1726 · Maint of Sewer Plant		642.94
1743 · Transportation Expense		7,626.03
1781 · Accounting & Legal		9,316.03
1789 · Petty Cash		400.00
1790 · Postage		3,038.00
1793 · Supplies		42,815.47
1794 · Uniforms		1,364.20
1795 · Telephone		2,655.13
1796 · Outside Services		44,510.83
1797 · Misc Expense		319.60
1798 · Property Insurance		7,445.00
1799 · Advertising		768.57
1800 · Bank Charges		54.00
1804 · Regulatory		1,090.22
1805 · Sludge Disposal		715.00
6020 · Purchased Water		91,556.22
66000 · Payroll Expenses		98,644.43
6661 · Water Testing		1,545.20
6662 · Power & Fuel		
6662.1 · HREA	7,115.87	
6662.2 · Mon Power	6,787.78	
6662.3 · Cardinal Gas	229.56	
Total 6662 · Power & Fuel		14,133.21
6790 · - Water Line Project		754,535.98
9210 · Office Supplies		3,940.02
9233 · Advertising Water		43.92
9260 · Pensions & Benefits		32,438.32
9290 · Bank Charges Water		459.95
Total Expense		1,127,579.20
Net Income		**-573,718.99**

Enlarged Hepzibah PSD
Profit & Loss
November 2023

		Nov 23
Income		
WATER PROJECT ARPA FUND		20,479.02
1500 · Late Fees		841.73
1501 · Metered Sales		30,099.39
4610 · Metered Water Sales		69,050.24
4700 · Water Late Fees		1,735.98
4741 · Reconnect Fees		268.34
Total Income		122,474.70
Gross Profit		122,474.70
Expense		
1704 · Utilities - Sewer Plant		228.34
1726 · Maint of Sewer Plant		471.31
1743 · Transportation Expense		1,867.09
1781 · Accounting & Legal		7,386.03
1789 · Petty Cash		200.00
1790 · Postage		476.44
1793 · Supplies		6,064.44
1794 · Uniforms		272.70
1795 · Telephone		573.49
1796 · Outside Services		713.00
1800 · Bank Charges		12.00
1805 · Sludge Disposal		65.00
66000 · Payroll Expenses		20,683.71
6661 · Water Testing		915.10
6662 · Power & Fuel		
6662.1 · HREA	1,443.07	
6662.2 · Mon Power	1,086.90	
Total 6662 · Power & Fuel		2,529.97
6790 · - Water Line Project		22,932.64
9210 · Office Supplies		556.76
9260 · Pensions & Benefits		6,363.97
Total Expense		72,311.99
Net Income		**50,162.71**

Sun Valley Public Service District

Regular Board Meeting

Tuesday, December 12, 2023

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

Present	**Employees**
Connor Thompson	Cathy Sparks
Sandra Patterson	

Note: Cathy Sparks is filling in for Kevin Short for this meeting, as he is on vacation.

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the minutes from the Regular Board meeting on Tuesday, November 14, 2023, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Sandra Patterson made a motion to approve the Check Signed Document dated 11/15/23 through 12/12/23. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

3. **Manager's Report**

A. Cathy 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. Cathy provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on November 28, 2023 and discussed.

C. Cathy 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 November, 2023 and the total outstanding when the disconnects are mailed each month. Cathy and the Board discussed this in detail.

D. Cathy provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 11/30/23 and discussed.

E. Cathy 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. Cathy 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. Cathy provided the Board with copies of the Water Loss Report for July, 2023 through June, 2024, with a water loss of 21.82 % for the month of November, 2023 and with a year to date adjusted water loss of 22.54 %. Cathy and the Board discussed this in detail.

H. Cathy provided the Board with a copy of the application for WDA Economic Enhancement Grant Funding which is for the Pump Station Replacement/Rehabilitation and Force Main Replacement. Cathy and the Board discussed. After discussion, **Connor Thompson made a motion to approve Kevin Short as the authorized representative to sign and submit the**

applications for WDA Economic Enhancement Grant funding for the Sewer Phase III "A" Project for $500,000.00 and the Sewer Phase III "B" Project for $2,500,000.00 (a reduction of $500,000.00). Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

I. Cathy provided the Board with a copy of the application for WDA Economic Enhancement Grant Funding which is for the Sanitary Sewer Extension to now only include Fletcher Heights and a section of Old Davisson Run Road. (Motion made above in H)

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

K. Cathy informed the Board that a gentleman by the name of Raymond Berg found our cell phone in the road. After discussion, **Connor Thompson made a motion to approve paying $50.00 to Shortline PSD for Raymond Berg's water bill in appreciation of his finding and returning our lost cell phone. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

4. **Next Board Meeting**
   Sandra Patterson announced that the next Board meeting would be January 9, 2023.

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

Chairman

Treasurer

Secretary

aja

C-16

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

** OPEN INVOICES ** DUE DATE: 12/31/23 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 12/31/23 **

** PAY-TO VENDOR **

ALL FUNDS

	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-7

EAST VIEW PUBLIC SERVICE DISTRICT
1655 PHILIPPI PIKE
CLARKSBURG, WV 26301

MEETING MINUTES

The regular meeting of the East View Public Service District was held on Tuesday, January 9, 2024, at noon.

Those in attendance: Michael Blake, James Harbert, Tommy Bryant (via: phone), Dave Layton, Dawn Hogue, Laura Guzzi, Rick Kooken and Thurman Shingleton.

FINANCIAL:

WV Municipal Bond - $2838
USDA Rural Development Loan - $1081
Clarksburg Water Board - $2577.13
Clarksburg Sanitary Board - $4925.77
Payroll – $3480
CWCR Account - $603.92
HNB 2.5 % - $459
CWCR-S Account - $296.32
First Data - $172.42
Frontier - $81
Tetrick and Bartlett - $800
Hope Gas - $292
Unifirst - $66.88
Bennett & Dobbin - $450
Mon Power - $82.18
HNB - $76.60
Enterprise Sanitation - $43.38
Federal Deposit - $875.87 (Withholdings)
State of WV Deposit - $172 Withholdings)
The Town of Anmoore - $35.08
Miss Utility of WV - $16.80
USPS - $234.30
Misc - $235.84

New Business:

1. Discussed projects for the new year 2024. A newer truck is our main focus. Checking into leasing programs, any donation programs, auctions and overstocked vehicles through state agencies.

2. Reviewed our WV Municipal Bond balance and USDA Rural Development balance. Discussed our systems age and the future possibilities for radio read meters.

Old Business:

3. As per advice from our accounts Bennett and Dobbins, we are in the process for a Rate Increase for the water and sewer through the Public Service Commission.

C-8

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
January 25, 2024
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 Coons Run RFP – Review, discuss and act.
   - 4.3 Coons Run Auditor Selection – Review, discuss and act.
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   - 5.1 Sewer Check Register and debit card transactions
   - 5.2 Water Check Register
6. The Thrasher Group, Inc.
   - 6.1 Sewer
     - 6.1.a. Phase II – Review, discuss and act
       - Project Update
     - 6.1.b. Enterprise – Review, discuss and act
       - 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
       - Engineering Amendment #2
     - 6.1.e. River Crossings – Review, discuss and act
       - Project Update
     - 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. Administrator selection for sewer river crossing
   7.3 Good of the District
      7.3.a. General Update
      7.3.b. Nominate Board Members – Review, discuss and act
      7.3.c. Sale of Unit #2 – Review, discuss and act
8. Sam Harold – Mountain State Law
   8.1 Available for general consult
9. Executive Session

Adjournment of meeting

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

C-9

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
12/01/2023 - 12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	197,613.01	209,330.00	(11,716.99)	95.85%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	4,413.98	50.83	4,363.15	2.14%
MISCELLANEOUS/RECONNECT FEES	3,649.68	486.00	3,163.68	1.77%
QUIET DELL LEASE		500.00	(500.00)	0.00%
TAP FEES	500.00	350.00	150.00	0.24%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	206,176.67	210,716.83	(4,540.16)	
EXPENSES				
ACCT, BILLING, & COLLECTING	7,173.13	6,531.92	641.21	3.02%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	235.00	197.42	37.58	0.10%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,596.00	14.85	10.36%
DIRECTORS FEES	420.72	542.50	(121.78)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,340.72	6,811.67	529.05	3.09%
LAB SERVICE	1,573.70	892.67	681.03	0.66%
LABOR	35,167.42	30,720.83	4,446.59	14.80%
MAINTENANCE	7,483.27	11,802.08	(4,318.81)	3.15%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	15.00	85.83	(70.83)	0.01%
OUTSIDE SERVICES/CONTRACT LABOR	3,705.60	6,772.25	(3,066.65)	1.56%
POWER PURCHASED	3,717.10	3,819.58	(102.48)	1.56%
PROPERTY/LIABILITY & INJURIES INSURANCE	230.87	2,600.75	(2,369.88)	0.10%
REGULATORY COMMISSION	-	978.50	(978.50)	0.00%
RENEWAL & REPLACEMENT	14,034.50	5,268.33	8,766.17	5.91%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	1.05%
TAXES	2,968.58	2,391.67	576.91	1.25%
TRANSPORTATION	1,659.77	3,467.67	(1,807.90)	0.70%
UTILITIES	755.75	849.75	(94.00)	0.32%
WATER PURCHASED	124,001.62	89,855.50	34,146.12	52.19%
TOTAL EXPENSES	237,593.60	200,759.92	36,833.68	
NET SURPLUS (DEFICIT)	(31,416.93)	9,956.92	(41,373.85)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
12/01/2023 - 12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	227,568.40	234,937.67	(7,369.27)	93.65%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.03%
INTEREST INCOME	6,145.22	71.67	6,073.55	2.53%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	-	125.00	(125.00)	0.00%
UNUSUAL CHARGE	6,781.27	16,300.50	(9,519.23)	2.79%
TOTAL INCOME	242,994.89	253,934.83	(10,939.94)	
EXPENSES				
ACCT, BILLING, & COLLECTING	2,876.70	1,844.17	1,032.53	1.41%
BRIDGEPORT SANITARY BOARD	7,002.23	8,565.00	(1,562.77)	3.43%
TOWN OF WORTHINGTON	-	12,500.00	(12,500.00)	0.00%
CHEMICALS	-	1,067.50	(1,067.50)	0.00%
CLARKSBURG SANITARY BOARD	3,210.64	1,785.83	1,424.81	1.57%
DEBT SERVICE	112,379.86	112,125.67	254.19	54.99%
DIRECTORS FEES	379.28	520.00	(140.72)	0.19%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,135.51	5,424.92	(289.41)	2.51%
LAB SERVICE	501.20	663.33	(162.13)	0.25%
LABOR	20,378.03	20,931.50	(553.47)	9.97%
MAINTENANCE	20,978.07	16,534.17	4,443.90	10.26%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,677.67	1,514.17	163.50	0.82%
OUTSIDE SERVICES/CONTRACT LABOR	10,826.60	15,580.83	(4,754.23)	5.30%
POWER PURCHASED	14,601.88	14,535.08	66.80	7.14%
PROPERTY/LIABILITY & INJURIES INSURANCE	208.13	2,032.58	(1,824.45)	0.10%
REGULATORY COMMISSION	125.00	1,222.50	(1,097.50)	0.06%
RENEWAL & REPLACEMENT	-	16,656.67	(16,656.67)	0.00%
RENT EXPENSE	-	-	-	0.00%
TAXES	1,044.41	1,105.00	(60.59)	0.51%
TRANSPORTATION	1,496.26	2,993.58	(1,497.32)	0.73%
UTILITIES	1,559.21	1,366.67	192.54	0.76%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	204,380.68	238,969.17	(34,588.49)	
NET SURPLUS (DEFICIT)	38,614.21	14,965.67	23,648.54	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
12/01/2023 - 12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	425,181.41	444,267.67	(19,086.26)	94.66%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.56%
INTEREST INCOME	10,559.20	122.50	10,436.70	2.35%
MISCELLANEOUS/RECONNECT FEES	3,649.68	486.00	3,163.68	0.81%
QUIET DELL LEASE	-	500.00	(500.00)	0.00%
TAP FEES	500.00	475.00	25.00	0.11%
UNUSUAL CHARGE	6,781.27	16,300.50	(9,519.23)	1.51%
TOTAL INCOME	449,171.56	464,651.67	(15,480.11)	
EXPENSES				
ACCT, BILLING, & COLLECTING	10,049.83	8,376.08	1,673.75	2.27%
BRIDGEPORT SANITARY BOARD	7,002.23	8,565.00	(1,562.77)	1.58%
TOWN OF WORTHINGTON	-	12,500.00	(12,500.00)	0.00%
CHEMICALS	235.00	1,264.92	(1,029.92)	0.05%
CLARKSBURG SANITARY BOARD	3,210.64	1,785.83	1,424.81	0.73%
DEBT SERVICE	136,990.71	136,721.67	269.04	31.00%
DIRECTORS FEES	800.00	1,062.50	(262.50)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	12,476.23	12,236.58	239.65	2.82%
LAB SERVICE	2,074.90	1,556.00	518.90	0.47%
LABOR	55,545.45	51,652.33	3,893.12	12.57%
MAINTENANCE	28,461.34	28,336.25	125.09	6.44%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,692.67	1,600.00	92.67	0.38%
OUTSIDE SERVICES/CONTRACT LABOR	14,532.20	22,353.08	(7,820.88)	3.29%
POWER PURCHASED	18,318.98	18,354.67	(35.69)	4.14%
PROPERTY/LIABILITY & INJURIES INSURANCE	439.00	4,633.33	(4,194.33)	0.10%
REGULATORY COMMISSION	125.00	2,201.00	(2,076.00)	0.03%
RENEWAL & REPLACEMENT	14,034.50	21,925.00	(7,890.50)	3.18%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	0.57%
TAXES	4,012.99	3,496.67	516.32	0.91%
TRANSPORTATION	3,156.03	6,461.25	(3,305.22)	0.71%
UTILITIES	2,314.96	2,216.42	98.54	0.52%
WATER PURCHASED	124,001.62	89,855.50	34,146.12	28.06%
TOTAL EXPENSES	441,974.28	439,729.08	2,245.20	
NET SURPLUS (DEFICIT)	7,197.28	24,922.58	(17,725.30)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 - 12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,231,852.44	1,255,980.00	(24,127.56)	96.93%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	7,279.68	305.00	6,974.68	0.57%
MISCELLANEOUS/RECONNECT FEES	23,227.78	2,916.00	20,311.78	1.83%
QUIET DELL LEASE	3,000.00	3,000.00	-	0.24%
TAP FEES	5,500.00	2,100.00	3,400.00	0.43%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,270,859.90	1,264,301.00	6,558.90	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	30,959.54	39,191.50	(8,231.96)	2.56%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	470.00	1,184.50	(714.50)	0.04%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	147,665.10	147,576.00	89.10	12.21%
DIRECTORS FEES	2,839.14	3,255.00	(415.86)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	44,570.77	40,870.00	3,700.77	3.69%
LAB SERVICE	6,274.50	5,356.00	918.50	0.52%
LABOR	198,597.29	184,325.00	14,272.29	16.42%
MAINTENANCE	101,502.60	70,812.50	30,690.10	8.39%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	1,108.88	515.00	593.88	0.09%
OUTSIDE SERVICES/CONTRACT LABOR	25,256.75	40,633.50	(15,376.75)	2.09%
POWER PURCHASED	20,417.61	22,917.50	(2,499.89)	1.69%
PROPERTY/LIABILITY & INJURIES INSURANCE	13,920.12	15,604.50	(1,684.38)	1.15%
REGULATORY COMMISSION	6,976.93	5,871.00	1,105.93	0.58%
RENEWAL & REPLACEMENT	37,416.48	31,610.00	5,806.48	3.09%
RENT EXPENSE	15,000.00	15,450.00	(450.00)	1.24%
TAXES	17,100.45	14,350.00	2,750.45	1.41%
TRANSPORTATION	14,738.30	20,806.00	(6,067.70)	1.22%
UTILITIES	4,312.47	5,098.50	(786.03)	0.36%
WATER PURCHASED	520,334.42	539,133.00	(18,798.58)	43.02%
TOTAL EXPENSES	1,209,467.36	1,204,559.50	4,907.86	100.00%
NET SURPLUS (DEFICIT)	61,392.54	59,741.50	1,651.04	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,398,900.11	1,409,626.00	(10,725.89)	95.59%
FACILITIES CHARGE	15,000.00	15,000.00	-	1.02%
INTEREST INCOME	12,281.77	430.00	11,851.77	0.84%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,600.00	750.00	850.00	0.11%
UNUSUAL CHARGE	35,688.24	97,803.00	(62,114.76)	2.44%
TOTAL INCOME	1,463,470.12	1,523,609.00	(60,138.88)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	11,335.25	11,065.00	270.25	0.81%
BRIDGEPORT SANITARY BOARD	38,783.43	51,390.00	(12,606.57)	2.76%
TOWN OF WORTHINGTON	15,156.50	75,000.00	(59,843.50)	1.08%
CHEMICALS	6,511.75	6,405.00	106.75	0.46%
CLARKSBURG SANITARY BOARD	15,130.52	10,715.00	4,415.52	1.08%
DEBT SERVICE	674,279.16	672,754.00	1,525.16	47.95%
DIRECTORS FEES	2,560.86	3,120.00	(559.14)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	35,256.55	32,549.50	2,707.05	2.51%
LAB SERVICE	4,538.80	3,980.00	558.80	0.32%
LABOR	135,194.33	125,589.00	9,605.33	9.61%
MAINTENANCE	123,409.03	99,205.00	24,204.03	8.78%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	12,014.54	9,085.00	2,929.54	0.85%
OUTSIDE SERVICES/CONTRACT LABOR	97,185.00	93,485.00	3,700.00	6.91%
POWER PURCHASED	83,090.96	87,210.50	(4,119.54)	5.91%
PROPERTY/LIABILITY & INJURIES INSURANCE	12,551.38	12,195.50	355.88	0.89%
REGULATORY COMMISSION	6,608.69	7,335.00	(726.31)	0.47%
RENEWAL & REPLACEMENT	101,030.81	99,940.00	1,090.81	7.18%
RENT EXPENSE	-	-	-	0.00%
TAXES	7,002.75	6,630.00	372.75	0.50%
TRANSPORTATION	13,123.65	17,961.50	(4,837.85)	0.93%
UTILITIES	11,548.43	8,200.00	3,348.43	0.82%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	1,406,312.39	1,433,815.00	(27,502.61)	100.00%
NET SURPLUS (DEFICIT)	57,157.73	89,794.00	(32,636.27)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -12/31/2023

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,630,752.55	2,665,606.00	(34,853.45)	96.21%
FACILITIES CHARGE	15,000.00	15,000.00	-	0.55%
INTEREST INCOME	19,561.45	735.00	18,826.45	0.72%
MISCELLANEOUS/RECONNECT FEES	23,227.78	2,916.00	20,311.78	0.85%
QUIET DELL LEASE	3,000.00	3,000.00	-	0.11%
TAP FEES	7,100.00	2,850.00	4,250.00	0.26%
UNUSUAL CHARGE	35,688.24	97,803.00	(62,114.76)	1.31%
TOTAL INCOME	2,734,330.02	2,787,910.00	(53,579.98)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	42,294.79	50,256.50	(7,961.71)	1.62%
BRIDGEPORT SANITARY BOARD	38,783.43	51,390.00	(12,606.57)	1.48%
TOWN OF WORTHINGTON	15,156.50	75,000.00	(59,843.50)	0.58%
CHEMICALS	6,981.75	7,589.50	(607.75)	0.27%
CLARKSBURG SANITARY BOARD	15,130.52	10,715.00	4,415.52	0.58%
DEBT SERVICE	821,944.26	820,330.00	1,614.26	31.42%
DIRECTORS FEES	5,400.00	6,375.00	(975.00)	0.21%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	79,827.32	73,419.50	6,407.82	3.05%
LAB SERVICE	10,813.30	9,336.00	1,477.30	0.41%
LABOR	333,791.62	309,914.00	23,877.62	12.76%
MAINTENANCE	224,911.63	170,017.50	54,894.13	8.60%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	13,123.42	9,600.00	3,523.42	0.50%
OUTSIDE SERVICES/CONTRACT LABOR	122,441.75	134,118.50	(11,676.75)	4.68%
POWER PURCHASED	103,508.57	110,128.00	(6,619.43)	3.96%
PROPERTY/LIABILITY & INJURIES INSURANCE	26,471.50	27,800.00	(1,328.50)	1.01%
REGULATORY COMMISSION	13,585.62	13,206.00	379.62	0.52%
RENEWAL & REPLACEMENT	138,447.29	131,550.00	6,897.29	5.29%
RENT EXPENSE	15,000.00	15,450.00	(450.00)	0.57%
TAXES	24,103.20	20,980.00	3,123.20	0.92%
TRANSPORTATION	27,861.95	38,767.50	(10,905.55)	1.07%
UTILITIES	15,860.90	13,298.50	2,562.40	0.61%
WATER PURCHASED	520,334.42	539,133.00	(18,798.58)	19.89%
TOTAL EXPENSES	2,615,779.75	2,638,374.50	(22,594.75)	100.00%
NET SURPLUS (DEFICIT)	118,550.27	149,535.50	(30,985.23)	

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	(31,416.93)
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Receivable	$	(163.56)
Accounts Payable	$	53,128.41
Customer Deposits	$	1,081.25
Due (From) To Sewer Fund	$	(4,566.53)
Net cash provided by Operating Activities	$	18,062.64
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	$	18,062.64
Cash at beginning of period	$	1,210,756.26
Cash at end of period	**$**	**1,228,818.90**
Unrestricted Cash	$	600,362.61
Restricted Cash		
Depreciation Reserve	$	117,626.16
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	55,000.00
Customer Deposits	$	37,048.84
CD--Customer Deposits	$	60,011.48
CD-Depreciation Reserve	$	257,119.76
CD-SB 234	$	75,002.05
Total Restricted Cash	$	628,456.29
Total Unrestricted & Restricted Cash	**$**	**1,228,818.90**
	$	-

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	38,614.21
Adjustments to reconcile Net Income		
to net cash provided by operations:		
Accounts Payable	$	(6,578.16)
Customer Deposits	$	1,649.91
Payroll Liabilities	$	722.70
Due (From) To Water Fund	$	4,566.53
Net cash provided by Operating Activities	$	38,975.19
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	2,358.00
Net cash provided by Financing Activities	$	1,509.11
Net cash increase (decrease) for period	$	40,484.30
Cash at beginning of period	$	2,280,007.95
Cash at end of period	**$**	**2,320,492.25**
Unrestricted Cash	$	1,000,533.46
Restricted Cash		
Construction Account	$	1,776.90
Depreciation Reserve	$	308,036.22
Rural Development Reserve	$	290.44
Bond Commission Sweep	$	74,228.01
ARPA	$	100.00
SB 234	$	55,000.00
Customer Deposits	$	68,472.58
CD-Customer Deposits	$	100,002.74
CD-Depreciation Reserve	$	611,430.94
CD-Rural Development Reserve	$	25,618.91
CD-SB 234	$	75,002.05
Total Restricted Cash	$	1,319,958.79
Total Unrestricted & Restricted Cash	**$**	**2,320,492.25**
	$	-