Wednesday, January 31, 2024

9:00 A.M.

REMINDER February 5, 2024

NEW HOURS OF OPERATION

START 8:00 A.M. – 4:00 P.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

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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

9:00 A.M. --- First Reading of Ordinance Prohibiting Motorized Vehicles from being Operated on Rail Trails in Harrison County, WV --- See Attached Exhibits

Exhibit A

Exhibit B

Exhibit C

9:05 A.M. --- Estate Hearing --- Janice A. Leeson --- Accept copy of will in place of lost original will

9:10 A.M. --- Special Funding Request --- Operation Firm Handshake --- Martin Broderick

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Rosemary Dewitt --- Circuit Clerk --- Deceased --- Effective 01-22-2024**
4. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Regular Meeting Minutes --- 01-10-2024**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Town of Nutter Fort --- ARPA Funds (Requisition included in Payables)**
   - **B. City of Salem --- ARPA Funds (Requisition included in Payables)**
   - **C. Vendor List of Payments**

6. Exonerations --- Corrective Tickets --- Joint Property Application:
    A. Exonerations --- Exhibit A
    B. Corrective Tickets (NONE)
    C. Joint Property Applications --- Exhibit C
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: (NONE)
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: (NONE)
11. Review - Discuss - Consider A Resolution in support of the Voluntary Farmland Protection Act
12. Review – Discuss – Consideration of approval of Engagement Letter with Steptoe & Johnson PLLC for the provision of legal services to the County Commission relating to preparation of a new or amended Project Plans for the Charles Pointe special taxing districts, proceedings to extend the termination date of the property TIF District and efforts to restructure the Bonds previously issued by the County Commission for such special taxing districts
13. Review – Discuss – Consideration of approval of Engagement Letter with Steptoe & Johnson PLLC for the provision of legal services to the County Commission relating to preparation of a new Project Plan for the White Oaks property TIF Districts, proceedings to combine such TIF Districts and extend their termination date and issuance of additional Tax Increment Revenue Bonds or restructure of existing bonds previously issued by the County Commission for such TIF District
14. Review - Discuss - Consider allowing County Administrator to engage with appraisal services to get updated appraisals for County properties
15. Review – Discuss – Consider approving QUOTE for Camera's at the Parks & Recreation Department --- $ 16,810.58
16. Administrator's Report
17. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk

1. 01-17-2024 thru 01-23-2024

B. Monthly Fiduciary Commission Settlements: (NONE)

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

1. Greater Harrison PSD --- Regular Meeting Minutes --- 12-21-2023

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

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

9:00 A.M
Exhibit A

AN ORDINANCE PROHOBITING MOTORIZED VEHICLES FROM BEING OPERATED ON "RAIL TO TRAILS" LOCATED IN HARRISON COUNTY, WEST VIRGINIA

It shall be unlawful for any person to operate a gas powered motorized vehicle on the "Rails to Trails" sections located in Harrison County West Virginia, designated on the map attached hereto as **Exhibit 1,** which map shall continue to expand as the "Rails to Trails" sections located in Harrison County West Virginia continues to develop and grow. The map shall be updated annually by the Harrison County Commission or its designees and re-published

Motorized vehicle shall include, but not be limited to, automobiles, trucks, vans, motorcycles, buses, bicycles if any form of gas motor or combustion motor is used to propel said bicycles, all-terrain vehicles, motor-driven cycles, trailers, semi-trailers, road tractors, farm tractors, riding lawn mowers, sport utility vehicles, go-carts, or motorized carts.

Authorized emergency vehicles and authorized maintenance vehicles are exempt from this Ordinance.

Residents who must access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia are also exempt from this Ordinance. All residents who access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia shall obtain a permit for their motor vehicles which shall be always displayed and visible on the motor vehicle(s). The permit process shall be administered by the ___ _____ office and such reasonable forms as may be necessary to effectuate the foregoing process shall be developed and utilized by the _____ _____ office.

A motorized wheelchair is permitted when occupied and operated by a person whose medical condition requires the use of the wheelchair.

Upon a finding by the Magistrate Court of Harrison Court, that the Ordinance has been violated, a fine in the amount of $100.00 for a first offense shall be imposed. Subsequent offenses shall result in fines of at least $100.00 but, not to exceed $300.00.

Appeals from a Magistrate Court finding shall be to the Circuit Court.

This Ordinance shall be effective thirty (30) days from final approval on second reading by the Harrison County Commission.

Ordinance considered for adoption and approval on first reading the _____ day of _____ _____, 2024.

Public Hearing _____.

Ordinance considered for adoption and approval on second reading the ___ day of _____ _____, 2024.

9:00 A.M
Exhibit B

AN ORDINANCE PROHOBITING MOTORIZED VEHICLES FROM BEING OPERATED ON "RAIL TO TRAILS" LOCATED IN HARRISON COUNTY, WEST VIRGINIA

It shall be unlawful for any person to operate a motorized vehicle or snowmobile on the "Rails to Trails" sections located in Harrison County West Virginia, designated on the map attached hereto as **Exhibit 1,** which map shall continue to expand as the "Rails to Trails" sections located in Harrison County West Virginia continues to develop and grow. The map shall be updated annually by the Harrison County Commission or its designees and re-published

Authorized emergency vehicles and authorized maintenance vehicles are exempt from this Ordinance.

Residents who must access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia are also exempt from this Ordinance. All residents who access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia shall obtain a permit for their motor vehicles which shall be always displayed and visible on the motor vehicle(s). The permit process shall be administered by the ___ _____ office and such reasonable forms as may be necessary to effectuate the foregoing process shall be developed and utilized by the _____ _____ office.

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This Ordinance shall be effective thirty (30) days from final approval on second reading by the Harrison County Commission.

Ordinance considered for adoption and approval on first reading the _____ day of _____ _____, 2024.

Public Hearing _____.

Ordinance considered for adoption and approval on second reading the ___ day of _____ _____, 2024.

_____	_____	_____
President	Commissioner	Commissioner

9:00 A.M
Exhibit C

AN ORDINANCE PROHOBITING MOTORIZED VEHICLES FROM BEING OPERATED ON "RAIL TO TRAILS" LOCATED IN HARRISON COUNTY, WEST VIRGINIA

It shall be unlawful for any person to operate a motorized vehicle or snowmobile on the "Rails to Trails" sections located in Harrison County West Virginia, designated on the map attached hereto as **Exhibit 1,** which map shall continue to expand as the "Rails to Trails" sections located in Harrison County West Virginia continues to develop and grow. The map shall be updated annually by the Harrison County Commission or its designees and re-published

Authorized emergency vehicles and authorized maintenance vehicles are exempt from this Ordinance. Further, this Ordinance does not apply to Class 1 electric bikes which may be used on the "Rails to Trails" sections located in Harrison County West Virginia. For purpose of this Ordinance, a "Class 1" electric bike is defined as an electric bicycle having a motor that provides rider assistance only when the bike rider is pedaling, and that further ceases to provide assistance to the rider when the electric bike reaches twenty miles per hour.

Residents who must access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia are also exempt from this Ordinance. All residents who access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia shall obtain a permit for their motor vehicles which shall be always displayed and visible on the motor vehicle(s). The permit process shall be administered by the ___ _____ office and such reasonable forms as may be necessary to effectuate the foregoing process shall be developed and utilized by the _____ _____ office.

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Appeals from a Magistrate Court finding shall be to the Circuit Court.

This Ordinance shall be effective thirty (30) days from final approval on second reading by the Harrison County Commission.

Ordinance considered for adoption and approval on first reading the _____ day of _____ _____, 2024.

Public Hearing _____.

Ordinance considered for adoption and approval on second reading the ___ day of _____ _____, 2024.

9:05 A.M
01-31-2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF JANICE A. LEESON

AFFIDAVIT OF SHAWNA S. MERRILL

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, Shawna S. Merrill, being duly sworn, do hereby state the following:

1) I am the daughter of Janice A. Leeson who died on September 5, 2023;

2) Janice A. Leeson executed a Will on January 3, 2013;

3) The Last Will and Testament of Janice A. Leeson has not been found;

4) Janice A. Leeson was not married at her death and was survived by seven of her children, as follows:

Laura L. Bowyer - daughter

John D. Leeson - son

Caroline L. Triplett - daughter

Charles D. Leeson - son

Shawna S. Merrill - daughter

Samantha J. Nicholson - daughter

Ira S. Leeson, Jr. - son

5) Janice A. Leeson had a daughter, Judith Lynn Leeson, who predeceased her who was not survived by issue;

6) All of Janice A. Leeson's children, being those that would take if she died intestate, have executed as Petitioners the Petition to have the copy of the Last Will and

Testament admitted to probate as the Last Will and Testament of Janice A. Leeson attached hereto.

FURTHER AFFIANT SAITH NOT.

Shawna S. Merrill

I, Harrison, a notary public in and for said state and county, do hereby certify that Shawna S. Merrill whose name is signed to the foregoing Affidavit, dated the 14 day of November, 2023, has this day acknowledged the same before me in my said county.

Given under my hand this 14 day of November, 2023.

My commission expires: 12-01-2027.

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Christina Crosby
316 Norway Road
Fairmont, WV 26554
My Commission Expires December 01, 2027

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

PETITION TO PROBATE COPY OF WILL IN SOLEMN FORM

NOW COME the Petitioners, Shawna S. Merrill, by and through her counsel, Marcia A. Broughton and Jackson Kelly PLLC, Laura L. Bowyer, Caroline L. Triplett, Ira S. Leeson, Jr., John D. Leeson, Charles D. Leeson, and Samantha J. Nicholson, hereby petition for the admission and probate in solemn form of the Last Will and Testament of Janice A. Leeson, deceased, January 3, 2013, set forth and attached as **Exhibit A** and made a part hereof, pursuant to the provisions of West Virginia Code §41-5-5, and hereby allege and aver as follows:

1) Janice A. Leeson, the Testatrix, died on September 5, 2023, at her residence in Clarksburg, Harrison County, West Virginia. An original Death Certificate is attached hereto as **Exhibit B** and made a part hereof.

2) Upon information and belief, the copy of the Last Will and Testament of Janice A. Leeson (the "Last Will and Testament") set forth in Exhibit A, is a true and accurate copy of the Last Will and Testament.

3) The Last Will and Testament was prepared by Marcia A. Broughton, Esq. as set forth in her Affidavit, attached hereto as **Exhibit C** and made a part hereof.

4) As set forth in the Affidavit of Marcia A. Broughton, Esq., the Last Will and Testament was signed on January 3, 2013, by Janice A. Leeson and in the presence of Leisha J. Swiger and Susan L. Moore. Marcia A. Broughton, Esq., as a Notary Public in the State of West Virginia, acknowledged the affidavit of the witnesses, as set forth in **Exhibit C** and made a part hereof.

5) As set forth in the Affidavit of Susan L. Moore attached hereto as **Exhibit D** and made a part hereof, Susan L. Moore witnessed Janice A. Leeson sign the Last Will and Testament on January 3, 2013.

6) Upon information and belief, Leisha J. Swiger, the second witness to the Last Will and Testament, no longer resides in the United States and her current whereabouts are unknown.

7) The Last Will and Testament meets the requirements of a valid Will, as set forth under the laws of the State of West Virginia.

8) The copy of the Last Will and Testament, set forth in Exhibit A, is attached hereto to be in the custody of the Clerk of the County Commission of Harrison County, West Virginia.

9) The Petitioners, being all the children of Janice A. Leeson, following a diligent and thorough search, have not been able to locate the original of the Last Will and Testament.

10) The Petitioners are unaware of any amendments to, or revocation of, the Last Will and Testament prior to the death of Janice A. Leeson.

11) Shawna S. Merrill is named as the Executor under the Last Will and Testament and is willing to serve as the same.

12) As of her date of death, the decedent was not married.

13) That, at the time of her death, Janice A. Leeson, was survived by her children and heirs at law:

a) Laura L. Bowyer, of Weston, West Virginia.

b) Caroline L. Triplett, of Fairmont, West Virginia.

c) Shawna S. Merrill, of West Milford, West Virginia.

d) Ira S. Leeson, Jr., of Buckhannon, West Virginia

e) John D. Leeson, of Shinnston, West Virginia.

f) Charles D. Leeson, of Lost Creek, West Virginia.

g) Samantha J. Nicholson, of Bridgeport, West Virginia.

14) Janice A. Leeson's daughter, Judith Lynn Leeson, predeceased her but was not survived by any descendants.

15) That upon information and belief, none of the persons named in Paragraph 13 above is under legal disability.

16) That the sole beneficiary under the said Last Will and Testament is the Janice A. Leeson Trust, created by Janice A. Leeson, as Grantor and Trustee on August 30, 2005, as amended and restated in its entirety on January 3, 2013 (the "Trust"), a copy of which is attached hereto as **Exhibit E**, and made a part hereof.

WHEREFORE, the Petitioners hereby pray and request that process be issued against and served upon all persons interested in the probate of the Last Will and Testament of Janice A. Leeson, and that they be instructed to appear at a date, time, and place named to show cause, if any they have, why said Will should not be admitted to Probate; that a hearing be held to determine the propriety of said Will and, that, subsequent to such hearing, an Order be made admitting said Will to Probate; and for such other and further relief this Commission may deem fit and proper.

[Remainder of Page Intentionally Left Blank]

Dated this 7 day of NOV, 2023.

Shawna S. Merrill, by counsel

Marcia A. Broughton, Esq.
(WVSB NO. 4550)
JACKSON KELLY PLLC
65 Professional Place, Suite 200
Telephone: (304) 624-6555
Fax: (304) 623-4933

Laura L. Bowyer

Caroline L. Triplett

Ira S. Leeson, Jr.

John D. Leeson

Charles D. Leeson

Samantha J. Nicholson

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Ira S. Leeson, Jr., being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Ira S. Leeson, Jr.

Taken, subscribed, and sworn to before me this 7 day of November, 2023.

My commission expires 12-01-2027.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Notarial System Crosby
516 Norway Road
Fairmont, WV 26554
My Commission Expires December 01, 2027

NOTARY PUBLIC

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Laura L. Bowyer, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Laura L. Bowyer

Taken, subscribed, and sworn to before me this 3rd day of November, 2023.

My commission expires Jan 21, 2024.

NOTARY PUBLIC
Debora J Harris

[Notarial Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debora J Harris
413 High Street
Bridgeport, WV 26330
My Commission Expires January 21, 2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, John D. Leeson, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

John D. Leeson

John D. Leeson

Taken, subscribed, and sworn to before me this 3rd day of November, 2023.

My commission expires Jan 21, 2024.

Debora J Harris
NOTARY PUBLIC
Debora J Harris

[Notarial Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debora J Harris
413 High Street
Bridgeport, WV 26330
My Commission Expires January 21, 2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Samantha J. Nicholson, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Samantha J. Nicholson

Taken, subscribed, and sworn to before me this 3rd day of November, 2023.

My commission expires January 21, 2024.

NOTARY PUBLIC
Debora J Harris

[Notarial Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debora J Harris
413 High Street
Bridgeport, WV 26330
My Commission Expires January 21, 2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Shawna S. Merrill, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Shawna S. Merrill

Taken, subscribed, and sworn to before me this 3rd day of November, 2023.

My commission expires Jan 21, 2024.

Debora J Harris
NOTARY PUBLIC
Debora J Harris

[Notarial Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debora J Harris
413 High Street
Bridgeport, WV 26330
My Commission Expires January 21, 2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Caroline L. Triplett, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Caroline L. Triplett

Taken, subscribed, and sworn to before me this 3rd day of November, 2023.

My commission expires Jan 21, 2024.

NOTARY PUBLIC
Debora J Harris

[Notarial Seal]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debora J Harris
413 High Street
Bridgeport, WV 26330
My Commission Expires January 21, 2024

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE LAST WILL AND TESTAMENT OF JANICE A. LEESON

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF Harrison, to-wit:

I, Charles D. Leeson, being first duly sworn, state that I have reviewed the *Petition to Probate Lost Will in Solemn Form* in the above-styled matter, and the facts and matters set forth therein are true, except so far as they are stated to be on information and belief, I believe them to be true.

Charles D. Leeson

Taken, subscribed, and sworn to before me this 4 day of November, 2023.

My commission expires 12-01-2027.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Christmas Crosby
Notarial Address
Fairmont, WV 26554
My Commission Expires December 01, 2027

NOTARY PUBLIC

EXHIBIT A

LAST WILL AND TESTAMENT

OF

JANICE A. LEESON

I, Janice A. Leeson, a resident of Harrison County, West Virginia, do make, publish and declare this to be my last will and testament, hereby revoking any and all wills and codicils heretofore made by me.

ARTICLE I. FAMILY

I am not married. I have seven children, Laura L. Leeson, Caroline L. Triplett, Shawna S. Merrill, Ira S. Leeson, Jr., John D. Leeson, Charles D. Leeson and Samantha J. Nicholson. All references to my children are to them.

ARTICLE I. DEBTS, EXPENSES, TAXES

1. I direct the payment of my funeral expenses and all my just debts, as soon after my death as is practicable, not including any debt on insurance policies on my life which shall be paid out of the proceeds of such insurance, nor any debt secured by a lien against real property which is not otherwise currently due and payable, which real property shall transfer subject to the indebtedness. I further direct that any and all estate, gift, income, inheritance, transfer, and succession taxes, not including generation skipping taxes, assessed or accruing as a result of my death, including penalties and interest, if any; the cost of administering my estate; as well as the applicable credit amount available to my estate shall be apportioned among (i) the beneficiaries in accordance with the value of the assets each receives as a result of my death and (ii) the recipients of any gifts

Janice A. Leeson

I made during my life over the annual gift tax exclusion at the value of the gift when made and as reported by me on federal gift tax returns. My said Executor shall be entitled to reimbursement from such person for tax paid by said Executor attributable to such property.

2. If my probate estate, other than the assets specifically disposed of herein below is insufficient for these purposes, my Executor shall certify that insufficiency to my Trustee under the Trust Agreement executed by me as Grantor and Trustee on the 30th day of August, 2005, as amended, and I direct that sufficient funds be provided by my Trustee to my Executor for the payment of such expenses and bequests according to the terms of any such agreement.

3. In determining the estate, inheritance and income tax liability related to my estate, the Executor's decision as to all available tax elections shall be conclusive on all concerned.

ARTICLE II. SPECIFIC BEQUESTS

I may prepare after date hereof a written codicil in my handwriting, signed and dated by me in which I make bequests of my personal effects, clothing, jewelry and household goods to those named therein who survive me. If no written codicil is found within sixty (60) days after my death, it shall be conclusively presumed that no codicil exists and my Executor may distribute my assets as hereinafter set forth.

ARTICLE III. DISPOSITION OF RESIDUE

I give, devise and bequeath all of my property of every kind and character, real, personal and mixed and wheresoever situate to my Trustee under the Trust Agreement executed by me on the 30th day of August, 2005, as amended, and the property passing hereunder

Janice A. Leeson

Janice A. Leeson

shall be added to the property held in trust by said Trustee and shall become a part thereof, and administered and disposed of in accordance with the terms of said instrument of trust as such exists at the time of my death.

ARTICLE IV. FIDUCIARIES

1. I hereby designate and appoint Shawna S. Merrill as Executor of this my last will and testament, and direct that no bond or other security be required of her for acting as such Executor.

2. In the event that Shawna S. Merrill is unable or unwilling to serve as Executor, I nominate and appoint Charles D. Leeson and John D. Leeson as Co-Executors of this my last will and testament and direct that no bond or other security be required of either of them.

3. My Executor shall be entitled to receive reasonable compensation for services actually rendered, taking into account time committed and responsibilities assumed.

4. My Executor shall have full power and authority to do any and all things necessary for the complete administration of my estate, including, without limitation, those set forth in West Virginia Code section 44-5A-3, which are hereby incorporated into this Will by reference as they exist at the date of my execution of this Will. If any statutory power incorporated by reference herein is in conflict with any specific provision hereof, the terms of this Will shall control.

5. In addition to the West Virginia statutory powers, my Executor shall have all administrative and investment powers which my Executor deems necessary or desirable to facilitate the efficient administration of my estate, all of which shall be exercised in a

Janice A. Leeson

fiduciary capacity. It is my intention to give my Executor the power and authority to freely act as my Executor, in my Executor's judgment, determines to be in the best interest of my estate and its beneficiaries.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal to this my last will and testament on this 3 day of January, 2013.

Janice A. Leeson (SEAL)
Janice A. Leeson

Signed, published and declared by Janice A. Leeson as and for her last will and testament in the presence of us, who, in her presence, at her request, and in the presence of one another, have hereunto subscribed our names as witnesses this 3rd day of January, 2013.

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, Marcia A. Broughton, a Notary Public in and for the County and State aforesaid, hereby certify that Leisha J. Swiger and Susan L Moore this day personally appeared before me in my said county and, being duly sworn, say that they are each over eighteen years of age, that they this day acted as attesting witnesses to the signing and execution of the will of Janice A. Leeson, which will bears date the 3rd day of January, 2013, and to which will this affidavit is attached; that they acted as such witnesses at the request of the testatrix; that the will was signed and acknowledged by the testatrix as and for her last will and testament in their presence; that they subscribed their names to the will as attesting witnesses in the presence of the testatrix and in the presence of one another, all of them and the testatrix being present together; and that at the time of the signing of the will, they believe the testatrix was of sound mind and disposing memory and over eighteen years of age; and that they are making this affidavit at the request of the testatrix to be preserved by her and produced along with said last will and testament when the same is offered for probate.

Leisha J. Swiger

Susan L Moore

Taken, subscribed and sworn to before me by Leisha J. Swiger and Susan L Moore, this 3rd day of January, 2013, as witness my hand and official seal.

My Commission expires: May 4, 2022.

Marcia A. Broughton
Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
Notary Public, State of West Virginia
MARCIA A BROUGHTON
PO Box 150
Clarksburg, WV 26301
My commission expires May 4, 2022

EXHIBIT B

On file with the Harrison County Clerk's Office - available for review upon reasonable request

EXHIBIT C

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF JANICE A. LEESON

AFFIDAVIT OF MARCIA A. BROUGHTON ESQ.

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, to-wit:

I, Marcia A. Broughton, being duly sworn, do hereby state the following:

1) I am a licensed attorney that has been practicing law in West Virginia since 1979;

2) Janice A. Leeson ("Ms. Leeson") was a longtime client of mine;

3) Over the years, I prepared several estate planning documents and updated them from time to time;

4) I prepared a new Last Will and Testament for Ms. Leeson at her request, and Ms. Leeson executed the same on January 3, 2013 in my office before two witnesses, namely Susan L. Moore and Leisha J. Swiger, and myself as a notary public;

5) I retained a copy of Ms. Leeson's January 3, 2013 Last Will and Testament ("Will") in my files, but did not retain the original Will;

6) The attached **Exhibit A** is a true and accurate copy of the Will;

7) Ms. Leeson took the original Will with her after the signing on January 3, 2013;

8) Ms. Leeson made several changes to her estate plan over the years that I represented her, including the Will and amended and restated revocable trust agreement signed on January 3, 2013, and she was diligent in contacting me if she wanted to make additional changes;

9) Following the execution of the Will on January 3, 2013, I amended and restated her trust twice. She last changed her trust in 2018;

10) Because of her past pattern of contacting me prior to wanting to make a change to her estate planning documents, upon information and belief, I do not believe that she revoked or changed her Will or trust following the signing on January 3, 2013;

11) Leisha J. Swiger and Susan L. Moore, the witnesses to the execution of the Will, in my presence acknowledged that they acted as said witnesses at the request of Ms. Leeson and in the presence of each other, and in fact witnessed Ms. Leeson execute her Last Will and Testament;

12) I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.

FURTHER AFFIANT SAITH NOT.

Marcia A. Broughton, Esq.

I, Anita Lori Sanders, a notary public in and for said state and county, do hereby certify that Marcia A. Broughton, Esq. whose name is signed to the foregoing Affidavit, dated the 9th day of November, 2023, has this day acknowledged the same before me in my said county.

Given under my hand this 9th day of November, 2023.

My commission expires: April 8, 2025.

Official Seal
Notary Public, State of West Virginia
Anita Lori Sanders
Jackson Kelly PLLC
65 Professional Place, Suite 200
Bridgeport, WV 26330
My Commission Expires April 08, 2025

Notary Public

[Notarial Seal]

EXHIBIT D

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF JANICE A. LEESON

AFFIDAVIT OF SUSAN L. MOORE

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, to-wit:

I, Susan L. Moore, being duly sworn, do hereby state the following:

1) I am a paralegal that has been working at Jackson Kelly, PLLC since 2009;

2) I often participated in witnessing clients' Last Wills and Testaments;

3) At the request of Janice A. Leeson, I witnessed the execution of her Last Will and Testament on January 3, 2013, along with Leisha J. Swiger, which Will was notarized by Marcia A. Broughton, Esq. in accordance with the attestation of the Will.

4) I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.

FURTHER AFFIANT SAITH NOT.

Susan L. Moore

I, Anita Lori Sanders, a notary public in and for said state and county, do hereby certify that Susan L. Moore whose name is signed to the foregoing Affidavit, dated the 27th day of October, 2023, has this day acknowledged the same before me in my said county.

Given under my hand this 27th day of October, 2023.

My commission expires: April 8, 2025.

Official Seal
Notary Public, State of West Virginia
Anita Lori Sanders
Jackson Kelly PLLC
65 Professional Place, Suite 200
Bridgeport, WV 26330
My Commission Expires April 08, 2025

[Notarial Seal]

Notary Public

EXHIBIT E

FIRST AMENDMENT AND RESTATEMENT

OF THE

TRUST AGREEMENT

OF THE

JANICE A. LEESON TRUST

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FIRST AMENDMENT AND RESTATEMENT
OF THE
TRUST AGREEMENT
OF THE
JANICE A. LEESON TRUST

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FIRST AMENDMENT AND RESTATEMENT

OF THE

TRUST AGREEMENT

OF THE

JANICE A. LEESON TRUST

THIS FIRST AMENDMENT AND RESTATEMENT OF THE JANICE A. LEESON TRUST AGREEMENT DATED THE 30TH DAY OF AUGUST, 2005, is made this 3 day of January 2013, by and between JANICE A. LEESON, of Harrison County, West Virginia, (hereinafter referred to as "Grantor"), and JANICE A. LEESON (hereinafter referred to as "Trustee"), with respect to the initial trust estate described in Schedule A and in consideration of the sum of Ten Dollars ($10.00), which Grantor hereby transfers to the Trustee and which the Trustee hereby accepts and agrees to hold, together with any future additions to the trust, upon the terms and conditions hereinafter set forth.

WHEREAS, Janice A. Leeson, as Grantor and Trustee, established a Revocable Trust Agreement on the 30th day of August, 2005;

WHEREAS, in Article II of said Trust Agreement, the Grantor retained the right to amend or revoke the said Trust Agreement;

WHEREAS, in accordance with said Trust Agreement, the Grantor now desires to amend and restate said Trust Agreement in its entirety to read as follows:

ARTICLE I. GRANTOR'S FAMILY

The Grantor is not married. The Grantor has seven children, Laura L. Leeson, Caroline L. Triplett, Shawna S. Merrill, Ira S. Leeson, Jr., John D. Leeson, Charles D. Leeson and Samantha J. Nicholson, all of whom are adults. All references herein to the Grantor's children are to them.

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ARTICLE II. GRANTOR'S RIGHTS IN THE TRUST

SECTION 1. Payments as Grantor Directs. During Grantor's life, the Trustee shall dispose of the net income and principal of the trust in such manner as Grantor may direct from time to time. Unless otherwise directed by Grantor, the net income shall be paid to Grantor at least quarterly.

SECTION 2. Payments to Grantor During Disability. During any period when the Grantor has been determined by a Court or by two physicians who have examined her, one of whom is her personal physician, to be incompetent, incapacitated or disabled due to illness, age, or other cause, with resulting inability to manage property and financial affairs effectively, the Trustee shall pay to or apply so much of the net income and principal of the trust as in the Trustee's sole discretion shall be necessary or advisable for the health, support, maintenance and general welfare of Grantor.

SECTION 3. Administrative Guidelines. Primary consideration should be given to the needs of Grantor. Any net income not so distributed to Grantor shall be accumulated and added to principal.

SECTION 4. Trust Additions and Removals. Grantor reserves the right to remove all or any part of the property from the trust by notifying the Trustee of such removal in writing. Grantor reserves the right to add to the trust estate at any time by delivering additional property to the Trustee.

SECTION 5. Amendment and Revocation. Grantor reserves the right to alter, amend, modify or revoke the trust, in whole or in part, at any time or times, as often as Grantor wishes, by an instrument in writing delivered to the Trustee; provided, however, that no amendment with respect to the Trustee's compensation, duties,

or liabilities shall be effective without the Trustee's written consent.

SECTION 6. Irrevocable at Death of Grantor. Upon the death of the Grantor, this trust shall become irrevocable.

ARTICLE III. INSURANCE AND OTHER DEATH BENEFITS

SECTION 1. Grantor's Rights in Policies. The Grantor reserves and may exercise, without the consent or approval of the Trustee or any beneficiary, all of the rights, options and privileges conferred on the Grantor by the terms of any life insurance policy or any other form of death benefit made payable to the trust, including but not limited to, the right to change the beneficiary designation, to pledge the policy and to borrow money from the policy. The Trustee shall deliver to the Grantor upon request any life insurance policy which has been deposited for safekeeping with the Trustee. The Trustee shall have no duty to see that a withdrawn policy is returned to the Trustee's custody.

SECTION 2. Premiums and Safekeeping of Policies. The Trustee shall be under no obligation to assure that premiums, assessments or other sums due under any life insurance policy are paid, or to pay the same, and shall be under no obligation with respect to any policy deposited with the Trustee other than for its safekeeping. Nothing in this agreement shall be deemed to impose any obligation on the Grantor to maintain any life insurance policy in force.

SECTION 3. Collection of Proceeds. On the death of the insured under any life insurance policy or other form of death benefit under which the trust is the beneficiary, the Trustee shall make a reasonable effort to collect all sums payable to the trust. The Trustee may exercise any of the options of settlement that may at

that time be available to the Trustee under the terms of any such life insurance policy or death benefit.

SECTION 4. Collection Proceedings. The Trustee may institute legal proceedings in order to enforce payment of such death benefits. However, the Trustee need not enter into or maintain any litigation to enforce payment until the Trustee has been satisfactorily indemnified against all expenses and liabilities to which the Trustee may be subjected by any such action.

SECTION 5. Claims. The Trustee is authorized to compromise and adjust all death claims upon such terms and conditions as the Trustee may deem prudent. The decisions of the Trustee shall be binding and conclusive on all beneficiaries of the trust.

SECTION 6. Payor Relieved of Liability. No person or entity which pays insurance proceeds or other death benefits to the Trustee as beneficiary shall be required to inquire into any of the provisions of this trust or to the application of the Trustees of any such sums. The receipt of a release by the Trustee shall be a full discharge of the liability of the person or entity paying the same.

ARTICLE IV. ADMINISTRATION OF TRUST AFTER GRANTOR'S DEATH

SECTION 1. Payment of Taxes and Debts. The Trustee is authorized but not directed to pay any expenses of the last illness, funeral and burial of Grantor; bequests under Grantor's last will and testament; legally enforceable claims against Grantor or Grantor's estate; expenses of administering Grantor's estate; any allowances by court order for those dependent on Grantor; and the balance of all estate taxes, and inheritance or other death taxes payable by reason of Grantor's death, together with interest and penalties thereon. Such payments are discretionary with the

Trustee, and no claim or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

SECTION 2. Coordination with Personal Representative. The Trustee may make these payments directly or may pay over the amounts thereof to the personal representative of Grantor's probate estate. The Trustee may rely upon the written statements of Grantor's personal representative as to all material facts relating to these payments and shall be under no duty to see to their application.

SECTION 3. Tax and Administration Elections. The Trustee may exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law. This authority specifically includes the right to select alternate valuation dates for death tax purposes and to determine whether any or all of the administration expenses of Grantor's estate are to be used as estate tax deductions or income tax deductions, and no compensating adjustments need be made between income and principal as a result of such determinations unless the Trustee shall determine otherwise, in the Trustee's sole discretion, or unless required by law. The Trustee shall not be liable to any beneficiary of this trust by reason of the allocation and distribution of assets in kind, in full or partial satisfaction of any beneficiary's interest in the trust.

SECTION 4. Purchases and Loans. On the death of Grantor, the Trustee is authorized to purchase and retain in the form in which received, as an investment for the trust estate, any property forming a part of the probate estate of Grantor. The Trustee may make loans, with or without security, to the personal representative of Grantor's probate estate. The Trustee shall not be liable for any loss

suffered by the trust estate as a result of the exercise of the powers granted in this section.

SECTION 5. Receipt of Probate Assets. The Trustee are authorized to accept any distributions received from the personal representative of the Grantor's probate estate without audit and shall be under no obligation to examine the accounts of Grantor's personal representative.

SECTION 6. Splitting Retirement Accounts. The Trustee shall have the authority to split any individual retirement plan accounts or qualified retirement plan accounts into separate accounts payable to the Trust or to separate trust shares under the Trust.

ARTICLE V. DISTRIBUTIONS AFTER GRANTOR'S DEATH

SECTION 1. Date of Division. Upon the Grantor's death, hereinafter referred to as the "Date of Division", the Trustee shall administer the trust estate as provided in this Article V.

SECTION 2. Leeson's Import Motors, Inc. Stock. The Trustee shall divide and distribute the Grantor's shares of common stock of Leeson's Import Motors, Inc. among Shawna S. Merrill, Charles D. Leeson and John D. Leeson, in equal shares, free and clear of all trusts.

SECTION 3. Real Property. (a) The Trustee shall divide the Grantor's interests in the following tracts or parcels of land among Shawna S. Merrill, Charles D. Leeson and John D. Leeson, in equal shares:

(i) 1 lot .25 acre (filling station), Simpson-Bridgeport District, Harrison County, West Virginia as set forth as Parcel 0039 of Map 2407 in the Office of the Assessor of Harrison County.

(ii) 1 lot .72 acre, Simpson-Bridgeport District, Harrison County, West Virginia as set forth as Parcel 0039 01 of Map 2401 in the Office of the Assessor of Harrison County.

The shares of said tracts or parcels of real property set aside herein for Shawna S. Merrill, Charles D. Leeson and John D. Leeson shall be conveyed by general warranty deed to him or her, free and clear of all trusts.

(b) The Trustee shall convey by general warranty deed all of the Grantor's interests in the following tracts or parcels of real property to Caroline L. Triplett, free and clear of all trusts:

(i) 1 lot 1.51 acres (Adamston Coal and Coke Co.), Coal-Clarksburg District, Harrison County, West Virginia as set forth as Parcel 0141 of Map 6 in the Office of the Assessor of Harrison County.

(ii) 1 lot .375 acre (Adamston Coal and Coke Co.), Coal-Clarksburg District, Harrison County, West Virginia as set forth as Parcel 0394 of Map 6 in the Office of the Assessor of Harrison County.

(c)(i) The Trustee shall have surveyed approximately five (5) acres surrounding the block building situate on the 19.08 acres tract or parcel of real property in Simpson-Outside District, Harrison County, West Virginia, as set forth as Parcel 0022 of Map 248 in the Office of the Assessor of Harrison County, including adequate ingress and egress. The Trustee shall convey such five (5) tract or parcel as surveyed including a non-exclusive right of way over said 19.08 acre tract and reserving therefrom a non-exclusive right of way over the five (5) acre tract or parcel for ingress and egress to the 19.08 acre tract to Shawna S. Merrill, Charles D. Leeson and John D. Leeson, in equal shares, and administer such shares as provided in this Article Section 3(a).

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(ii) The balance of the Grantor's interests in said tract or parcel of real property set forth as Parcel 0022 of Map 248 as well as the tract or parcel of real property set forth as Parcel 0020 0002 of Map 248 in the Office of the Assessor of Harrison County (hereinafter collectively referred to as the "Jack Run Farm"), shall be divided in equal shares between Laura L. Leeson and Samantha J. Nicholson, so that each of them receives a tract of equal value with each such tract containing both bottom land and hillside, as well as a right of way for ingress, egress and rights of way and easements for utilities. The Trustee shall convey to Laura L. Leeson and Samantha J. Nicholson by general warranty deed her respective tracts or parcels of the Jack Run Farm, free and clear of all trusts.

SECTION 4. Distribution of Balance of the Trust Estate.

(a) The Trustee shall divide the balance of the trust estate among the Grantor's seven children, Laura L. Leeson, Caroline L. Triplett, Shawna S. Merrill, John D. Leeson, Charles D. Leeson, Samantha J. Nicholson and Ira S. Leeson, Jr., in equal shares.

(b) In the event that a child of the Grantor predeceases the Date of Division, with issue surviving, such deceased child's share of the trust estate shall be divided and distributed among such deceased child's issue, hereinafter referred to as Trust Beneficiaries, in equal shares, per stirpes, to be administered in accordance with the provisions of Article VI. In the event that either of such children of the Grantor predeceases the Date of Division with no issue surviving, such deceased child's share shall be divided and added in equal shares to the trust shares created herein for the Grantor's other six (6) children and administered as such.

ARTICLE VI. SHARES FOR TRUST BENEFICIARIES

The Trustee shall hold such trust shares for the Trust Beneficiaries (the issue of a deceased child of the Grantor), as provided herein:

(a) For those Trust Beneficiaries who have attained the age of twenty-one (21) at the funding of this trust, the Trustees shall pay over to those Trust Beneficiaries all of his or her trust share, free and clear of all trusts.

(b) Until a Trust Beneficiary attains the age of twenty-one (21), the Trustees shall pay to or for the benefit of such Trust Beneficiary such sums of net income and if net income is insufficient such sums of principal from his or her trust share as the Trustees in the Trustees' absolute discretion deems are needed for the Trust Beneficiary's education, health and support.

(c) When a Trust Beneficiary attains the age of twenty-one (21), the Trustees shall distribute to said Trust beneficiary the balance of his or her trust share, as then constituted, free and clear of all trusts.

(d) Should any Trust Beneficiary die prior to age twenty-one (21) with issue surviving, then upon the death of such Trust Beneficiary, such deceased Trust Beneficiary's trust share or remainder thereof shall be distributed to his or her issue in equal shares, per stirpes.

(e) Should any Trust Beneficiary die prior to age twenty-one (21) with no issue surviving, such deceased Trust Beneficiary's trust share shall be distributed to such deceased Trust Beneficiary's siblings in equal shares, per stirpes.

ARTICLE VII. ULTIMATE DISTRIBUTION TO HEIRS

If at any time there is no person or entity to receive all or any part of the property of the trust, the trust estate shall be distributed to those persons who would be Grantor's heirs had Grantor died intestate at that time owning such property, as determined and in the proportions provided by the laws of West Virginia, as such laws are in effect at the time of any distribution under this Article.

ARTICLE VIII. ADMINISTRATIVE POWERS OF TRUSTEE

SECTION 1. Statutory Powers. The Trustee shall have all powers conferred by law upon trustees, including, without limitation, those set forth in West Virginia Code §44-5A-3, which are hereby incorporated in this trust by reference as such exist as of the date of execution hereof. If any statutory power incorporated by reference herein is in conflict with any specific provision hereof, the terms of this trust shall control.

SECTION 2. Additional Powers. In addition to the West Virginia statutory powers, the Trustee shall have the authority to sell real property and to execute deeds and contracts necessary to convey said real property as well as the following powers:

(a) Separate Trusts. If a trust is held as, or divided into, separate trusts, the Grantor's personal representative or Trustee, as the case may be, may, at any time prior to a combination of such trusts, (1) make different tax elections (including the allocation of the Generation Skipping Tax exemption) with respect to each separate trust, (2) expend principal and exercise any other discretionary powers with respect to such separate trusts differently, (3) invest such separate trusts differently, and (4) take all other actions consistent with such trusts being separate entities. Further, the recipient of any power of appointment with respect to a trust so divided may exercise such power differently

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with respect to the separate trusts created by the division. The Grantor's personal representative or Trustee, as the case may be, may hold property as one or more separate trusts or divide trusts hereunder for both tax and administrative reasons. For example, if the Grantor's personal representative or Trustee, as the case may be, shall decide to allocate some or all of the Grantor's Generation Skipping Tax exemption to any trust created hereunder, the personal representative or Trustee, as the case may be, may determine it to be desirable to create separate trusts in order that no trust hereunder has an inclusion ratio (as defined in Section 2642(a)(1) of the Internal Revenue Code) other than zero or one.

(b) Consolidation of Trusts. The Trustee may consolidate and merge for all purposes a trust created hereunder with any other trust created by Grantor or any other person at any time, which other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries and is being administered by the same Trustee or Trustees, and thereafter may administer such consolidated and merged trusts as one unit; but if such consolidation and merger does not appear desirable or feasible, the Trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

(c) Additions to Separate Trusts. If on the termination of any separate trust under this agreement a final distribution is to be made to a beneficiary for whom the Trustee then holds a separate trust under this agreement, such distribution shall be added to such separate trust instead of being distributed outright and shall be treated for the purpose of administration as though it had been an original part of such trust.

(d) Payments to Minors and Disabled Beneficiaries. Whenever under the other provisions of this trust a payment is authorized or required to be made to a minor or a person under legal disability, without regard to whether such person is legally so adjudicated, such payment may be made by the Trustee, in any of the ways authorized by the provisions of West Virginia Code §44-5A-3 in effect at date of execution hereof and this section:

(i) Custodian. To any person or financial institution, including the Trustee as custodian under the Uniform Gifts to Minors Act of any state, and in all other ways provided by any statute dealing with gifts or distributions to or for minors or persons under disability; or

(ii)(A) Continued Retention in Trust. If any part of the trust becomes distributable outright to a beneficiary under some other provision of this trust at a time when such person is under the age of twenty-one (21) years, or at a time when such person is under any form of legal disability and in the sole discretion of the Trustee is unable to properly manage his or her financial affairs, the Trustee may retain the share of such beneficiary in a separate trust until he or she attains the age of twenty-one (21) years, or until his or her disability has ceased. If such beneficiary dies before attaining the age of twenty-one (21) years or before such disability ceases, the principal and any accrued and undistributed net income shall be distributed to any persons or corporations or other entities, including the beneficiary's own estate, upon such terms and conditions as the beneficiary may appoint by a valid last will and testament which refers to and specifically exercises this power. To the extent this general power of appointment is not exercised, distribution shall be made in equal shares to Grantor's then living descendants, per stirpes.

(B) Payments to Beneficiary. During the term of any such trust, the Trustee shall distribute to or apply for the benefit of such beneficiary as much of the net income and principal as the Trustee shall determine, in the Trustee's sole discretion, to be necessary or advisable for the education, health, maintenance, and support of such beneficiary after giving consideration, to the extent the Trustee shall deem advisable, to any other income or resources of the beneficiary outside the trust and known to the Trustee. Any net income not so distributed shall be accumulated and added to principal.

SECTION 3. Cumulative Powers. The powers of the Trustee shall be cumulative and in addition to the powers conferred upon Trustees by law and the enumeration herein of any powers shall not be construed as a limitation, the Trustee not being prevented through lack of an express power from taking any action in connection with my estate or any trust and its beneficiaries which the Trustee deems proper.

SECTION 4. Powers of Interested Trustee. Notwithstanding the general powers conferred upon the Trustee, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of income or principal to or for the benefit of such Trustee unless such distribution is limited by an ascertainable standard relating to the education, health, maintenance and support of such Trustee. In addition, no individual Trustee shall exercise or participate in the exercise of such discretion with respect to distributions to any person such Trustee is legally obligated to support.

SECTION 5. Powers of Insured Trustee. Any individual Trustee hereunder is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual

Trustee and which is held as a trust asset. If the trust holds any such policy as an asset, the powers conferred on the owner of such policy shall be exercised by the other then acting Trustee or Trustee, and if the insured Trustee is the sole Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

SECTION 6. Exoneration of Trustee. The Trustee is exonerated from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

ARTICLE IX. GENERAL PROVISIONS RELATING TO TRUSTEE

SECTION 1. Trustee. As used throughout this trust, the word "Trustee" shall always refer to the original Trustee as well as to any successor, replacement or added person, corporation or other entity from time to time acting, whether in fact there shall be one or more Trustees acting from time to time.

SECTION 2. Bond. No Trustee named herein acting under this trust shall be required to furnish any bond or other security for the faithful performance of such Trustee's duties, but if bond is ever demanded by any law or court rule, it is desired that no surety be required on such bond.

SECTION 3. Court Supervision. The trust shall always be administered free from the active supervision of any court and shall be administered in any jurisdiction deemed advisable by the Trustee. Proceedings to seek instructions or court determinations shall be initiated in the appropriate state court having original jurisdiction over matters relating to the construction and administration of trusts.

SECTION 4. Reports to Beneficiaries. The Trustee shall report at least annually to the beneficiaries eligible to receive current income hereunder, all the receipts, disbursements and distributions during the reporting period, and assets then held as the principal of the trust. The records of the trust shall be open at all reasonable times to the inspection of the beneficiaries of the trust and their appointed representatives.

SECTION 5. Qualified Subchapter S Trusts. The trusts created herein are intended to qualify as a "qualified Subchapter S trust" as that term is used in Section 1361 of the Internal Revenue Code, as amended, and they are to be administered in such a manner as to qualify as an eligible shareholder of a Subchapter S corporation under the provisions of the said Section. The Grantor requests that the Trust Beneficiaries, with the assistance of the Trustee, make the necessary election to treat all trusts as an eligible shareholder of a corporation in which the Grantor held shares for which an election was made prior to the Date of Division.

SECTION 6. Successor Powers and Liabilities. Any fiduciary succeeding to the trust business of any corporate Trustee shall become the successor Trustee under this agreement with like powers, duties and obligations. Any successor Trustee at any time acting hereunder, whether corporate or individual, shall have and exercise all of the rights, powers and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as herein and hereby given and granted to the original Trustee hereunder, and shall be subject to any restrictions herein imposed upon the original Trustee. No Trustee or successor Trustee shall be obligated to examine the accounts, records, and acts of any previous Trustee or of the personal representative of Grantor's probate estate, nor shall any Trustee or successor Trustee in any way or manner be responsible for any act or omission to act on the

part of any previous Trustee or Co-Trustee or the personal representative of the Grantor's probate estate.

SECTION 7. Majority Control. In all matters pertaining to the administration of the trust, the concurrence and joinder of a majority of Trustees shall control at any time when more than two are acting, but if only two are acting, the joinder of both of them shall be required. When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a dissent or abstention with the records of the trust, but shall thereafter act with the other Trustee or Trustees in any way necessary or appropriate to effectuate the decision of the majority.

SECTION 8. Resignation. Any Trustee serving hereunder from time to time may resign by giving thirty (30) days written notice to Grantor, if living, or otherwise to all the adult beneficiaries then eligible to receive income and to the parents, conservators or guardians of all minor or disabled beneficiaries of the trust then eligible to receive income. Such written notice shall be delivered by hand or by certified mail. If any minor or disabled income beneficiary has no parent, conservator or guardian, the required notice shall be delivered to the person responsible for the care and custody of such beneficiary.

SECTION 9. Removal and Replacement by Grantor. Grantor may remove any Trustee acting hereunder from time to time and designate a replacement by giving thirty (30) days written notice to such Trustee. Grantor may also fill any vacancy in the trusteeship resulting from the death, resignation or incapacity of a Trustee. Grantor may add additional Trustees at any time. Any successor Trustee or Trustees named by Grantor may be individuals or banks or trust companies authorized to serve in such capacity.

The rights of Grantor hereunder shall be controlling and shall override any other provisions of this trust relating to appointment or replacement of Trustees.

SECTION 10. Removal and Replacement by Beneficiaries. After the death of Grantor, or during any period that Grantor is incapacitated, the Grantor's children may at any time and from time to time, by unanimous decision, remove any Trustee by giving thirty (30) days written notice to such Trustee and to the Trustee next designated to serve hereunder. In the case of a minor or disabled beneficiary, the guardian, conservator or other person responsible for the care and custody of such beneficiary may act on behalf of such beneficiary. If the other provisions of this Article do not make adequate provision for a successor Trustee, the person or persons having the power of removal under this Section shall also have the power to fill any vacancy in the trusteeship resulting from any such removal or from the death, resignation or incapacity of any Trustee. Any notice of removal hereunder need not give to the Trustee being removed any reason for such removal.

SECTION 11. Successor Trustee. If a Trustee appointed hereunder shall die, resign, become incompetent, or is unwilling or unable to act for any reason, then the Trustee next designated to serve hereunder shall serve as the Trustee hereunder.

(a) When Janice A. Leeson dies, resigns, becomes incompetent, or is unwilling or unable to act for any reason, then Shawna S. Merrill is hereby designated to serve as Trustee.

(b) When Shawna S. Merrill dies, resigns, becomes incompetent, or is unwilling or unable to act for any reason, then Charles D. Leeson and John D. Leeson are hereby designated to serve as Co-Trustees.

(c) The last Trustee appointed hereunder to last serve as Trustee may, by written designation, appoint a successor Trustee to serve with or without bond or security as so stated in said designation.

SECTION 12. Compensation of Trustee. An individual Trustee shall be entitled to receive reasonable compensation for any of the trusts created hereunder as the Trustee, in the Trustee's discretion, may deem proper. As to any corporate Trustee, the corporate Trustee shall be entitled to receive for any of the trusts created hereunder compensation based upon its regularly published fee schedule, said compensation to be payable from income of each trust. Any Trustee hereunder shall be entitled to reimbursement for all reasonable expenses incurred by the Trustee acting as such.

ARTICLE X. GENERAL PROVISIONS AND DEFINITIONS

SECTION 1. Spendthrift Clause. To the full extent permitted by law, the interests of the beneficiaries hereunder other than Grantor shall not be alienated, pledged, anticipated, assigned or encumbered unless specifically authorized by the terms of this trust, and such interests shall not be subject to the claims of any creditors other than the creditors of Grantor, or to legal process, prior to actual receipt by the beneficiary.

SECTION 2. Rule Against Perpetuities. Unless sooner terminated by the express provisions of this agreement, the trust and each separate fund shall in any event terminate twenty-one (21) years after the death of the last survivor of the group composed of Grantor and those of Grantor's descendants living at Grantor's death. At that time, the property held in trust shall be discharged of any further trust and shall immediately vest in and be distributed to the persons then entitled to receive income therefrom. For this purpose only, it shall be presumed that any person then entitled to

receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income, per stirpes.

SECTION 3. Adopted and Afterborn Persons. Persons who are legally adopted while they are under the age of eighteen (18) shall be treated for all purposes under this trust as though they were born of their adopting parents. A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

SECTION 4. Descendants. The descendants of a person shall include all of his or her lineal descendants of all generations. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of majority of such adopted person, shall be considered descendants of the adopting parent and the adopting parent's ancestors.

SECTION 5. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants "per stirpes", the distributable assets are to be divided into as many shares as there are, at the time such assets are distributable, then living children of such person and then deceased children of such person who left then living descendants, each then living child receiving one share and the share of each then deceased child being divided among such child's descendants in the same manner.

SECTION 6. Education. As used in this trust, "education" shall include any course of study or instruction at any accredited college or university granting undergraduate or graduate degrees, or at any institution for specialized, vocational, or professional training, or at any institution offering an accredited educational course. The term shall also include any course of study

or instruction which may be useful in preparing an individual for any vocation consistent with the individual's abilities and goals. Distributions for education may include such costs as tuition, fees, books, supplies, living expenses and travel, to the extent they are reasonable.

SECTION 7. Personal Representative. For the purposes of this trust, the term "Personal Representative" shall include an executor, administrator, guardian, conservator or any other form of personal representative, depending upon the context in which such term occurs.

SECTION 8. Incapacity. For the purposes of this trust, an individual may be treated as being under legal disability, incompetent or incapacitated if so declared or adjudicated by an appropriate court, or if a guardian, conservator, or other personal representative of such individual's person or estate or both has been appointed by an appropriate court. An individual may also be treated as being under legal disability, incompetent or incapacitated if so certified in writing by two physicians who have examined the individual, one of whom is the individual's personal physician.

SECTION 9. Construction. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular, and words of one gender may be construed as denoting such other gender as is appropriate. If more than one Trustee is serving hereunder, then for the purposes of the trusts created herein, the Trustees shall be referred to collectively as Trustee.

SECTION 10. Headings of Articles and Sections. The headings of articles and sections are included solely for convenience of reference, and shall have no significance in the interpretation of this agreement.

SECTION 11. Applicable Law. The validity of this trust shall be determined by reference to the laws of West Virginia. Questions of construction and administration of this trust shall be determined by reference to the laws of the state in which the trust is being administered.

SECTION 12. Reorganization of Corporate Trustee. If any corporate Trustee which might be serving hereunder should, before or after qualification, change its name, be reorganized, merged or consolidated with another corporation, or assign its trust functions to another corporation, the resulting corporation which succeeds to its fiduciary business shall become a Trustee hereunder, or be eligible for appointment as Trustee, as the case may be.

SECTION 13. Duplicate Original Trust Agreements. This instrument is executed in duplicate and each executed copy shall for all pertinent purposes be considered as an original.

The parties have executed this agreement the day and year first written above.

Janice A. Leeson (SEAL)
Janice A. Leeson,
Grantor and Trustee

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

This instrument was acknowledged before me this 31st day of January, 2013, by Janice A. Leeson, as Grantor and Trustee.

My commission expires: May 4, 2022.

Marcia A. Broughton
Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
MARCIA A BROUGHTON
PO Box 150
Clarksburg, WV 26301
My commission expires May 4, 2022

This instrument was prepared by:

Marcia Allen Broughton, Esquire
Jackson Kelly PLLC
Post Office Box 150
Clarksburg, WV 26302-0150

SCHEDULE A

9:10 A.M

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 1/10/2024

Organization Name: OPERATION FIRM HANDSHAKE INC.

Name and Title of Requester: MARTIN BRODERICK, PRESIDENT

Mailing Address of Organization and Responsible Person:
831 LOST CREEK ROMINE MILLS RD, LOST CREEK WV 26385
If approved, this is where the check will be sent

Telephone: 954-303-3727 CELL Fax: _____ E-mail: OPERATIONFIRMHANDSHAKE @ OUTLOOK.COM

FEIN# 83-3098546 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $11,000.00 APPROXIMATE

Dollar Amount REQUESTED - Grant: $ 2,000.00 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 1/2023; how much: $ $2,000.00

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2/2021 ; how much: $2,000.00
When: 1/2022 ; how much: $2,000.00
When: 1/2023 ; how much: $2,000.00

Purpose of request (one sentence): OUR ANNUAL MAY EVENT - "DAY OF RECOGNITION"
If for a fair/festival/event, give dates and location: Date: MAY 18TH, 2024 Location: DOWNTOWN LOST CREE

Describe the proposed activities with dollar amounts to be funded by this request: THIS EVENT IS TO FEED, RE-HATTLE, & HONOR VETERANS. THIS EVENT WILL FEED OVER 1000 PEOPLE. THE COST IS ATTACHED. THIS EVENT IS A 2 DAY EVENT. WITH MAY 17TH FOR OUR NATIONAL CHAPTER (ILLINOIS) ANNUAL EVENT KICK-OFF

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

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

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Martin Broderick, President **Date** 1/10/2024

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 20 2019

OPERATION FIRM HANDSHAKE INC
C/O MARTIN DEAN BRODERICK
831 LOST CREEK ROMINES MILL RD
LOST CREEK, WV 26385

Employer Identification Number:
83-3098546
DLN:
29053270301039
Contact Person:
TIMOTHY MOSLEY ID# 31889
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 17, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Board of Directors: Operation Firm Handshake

1. Martin Broderick: Chairman of the Board / President; Disabled USMC Veteran
   831 Lost Creek Romines Mill Rd.
   Lost Creek, WV 26385

2. Albert "Bud" Taylor: Vice Chairman / Vice President / Secretary; Army Veteran
   320 Rices Run Rd.
   Lost Creek, WV 26385

3. James Rogers: Finance Officer / Treasurer; Disabled Navy Veteran
   106 Haven Lane
   Lost Creek, WV 26385

4. James Kelley: Event Committee Director; Retired Air Force Colonel
   406Woodstock Drive
   Lost Creek, WV 26385

5. Richard McClain: Event Committee Director; Disabled Retired Army Master Sergeant
   1625 Jake Run Rd.
   Lost Creek, WV 26385

6. Steve "Hayseed" Hall: Sgt at Arms
   509 Lost Creek Romines Mill Rd.
   Lost Creek, WV 26385

OPERATION FIRM HANDSHAKES

2023 OPERATING BUDGET

1. Staff Salaries: $0 (Volunteers)
2. Rent/Utilities: $0 (all Donated by Director)
3. Equipment /Supplies: $11,400.00 annually for "Day of Recognition" event
4. Marketing/Advertising: $800.00 annually for advertising
5. Insurance: $1,004.00 annually
6. Meetings: Once a month to organize upcoming events
7. Accounting: $1,200.00 annually
8. Community Service Funding: $12,000.00 annually

TOTAL ANNUAL OPERATING BUDGET: $26,404.00

LIST OF CURRENT CONTRIBUTERS FOR May 20th, 2023 OFHS EVENT

1. **LIONS CLUB: $400**
2. **KROGERS: $500 GIFT CARD**
3. **FOOD LION: $500 GIFT CARD**
4. **WALMART: $1,500**
5. **HARRISON COUNTY BANK: $350**

We have not received any grants yet for 2024

Operation Firm Handshakes Project and Purpose

Operation Firm Handshake has an annual project/program called the Veteran's "Day of Recognition" Coming May 18th which allows us to network with Veteran's and/or their families and to ensure them that they are not forgotten or alone in their struggles to feed or house their families. On that day we feed upwards of 1000 plus Veteran's. Our purpose and goal is to make sure that no Veteran suffers with the basic necessities such as food and housing, and that they may live a well deserved life for their unselfish service to our country.
All of this is possible because of our 33 (plus) unselfish volunteers that have a desire to relieve Veteran's of the struggles that they may be going through.
This program is implemented with the giving generosity of the city of Lost creek. They donate the community building for us to serve our food. The Harrison County Commission donates the lot next to the Lost Creek community building so that we can set up tables and chairs for the Veteran's and their families. We also have volunteers that are certified food handlers to assist us with the handling of all food. It's a unique, but exhausting, well orchestrated event where many hands make a heavy load possible. We also give away door prizes at our program. All door prizes are donated as well.



831 Lost Creek Romines Mill Rd., Lost Creek WV 26385
Email: operationfirmhandshake@outlook.com
Phone: 304-745-4012
Tax Id # 83-3098546

I would like to take a minute to introduce ourselves. We are volunteers at a Veterans, non-profit charity organization called "Operation Firm Handshake". Our number one goal is to raise funds through voluntary contributions/donations to aid and assist distressed Veterans and/or their families in West Virginia. 100% of our funds raised go towards helping Veterans. We would like to help those who so unselfishly gave of themselves to ensure our freedoms in this country. We are located in Lost Creek, West Virginia. Every year we have an annual "Day of Recognition", where we honor every Veteran and their families with a picnic and festivities to let them know that they are not forgotten. So the next time you want to help an organization, please consider "Operation Firm Handshake". Thank you for your consideration....

"Sincerely"

Martin Broderick

Martin Broderick
President; "Operation Firm Handshake, Inc."

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
01/22/24		| | |-| | |-| | | | |

NAME	ADDRESS
ROSEMARY DEWITT	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		CIRCUIT CLERK	

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) DEATH OF Employee

PLEASE PAY 11.17 VACATION DAYS

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Albert F. Mann	DATE 01/25/2024
HUMAN RESOURCES MANAGER Laura Fyke	DATE 1/29/2024

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Amsterdam

4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday January 10, 2024, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Review - Discuss - Consider Organizational Matters for Calendar Year 2024:
A. Election of President: Trecost nominates Commissioner Thomas as president. Trecost and Thomas voted for. Hinkle voted against. Motion carried. Hinkle nominated Trecost for president.
B. Hours of Operation for Courthouse and General Services Building: Trecost moves to change business hours to 8am to 4pm. Hinkle questions why the hours should change. Laura Pysz-Laulis explains some of the things that were considered before deciding business hours. Trecost askes Commissioner Thomas how she feels about the change to work hours. Thomas spoke on her experience when hours were changed before. Trecost moves to approve 8am to 4pm as new hours of operation. Thomas and Trecost voted for. Hinkle voted against. Motion carried.
C. Date & Time of Regular Meetings - Approved 11-15-2023
D. Agenda - Notice of Meeting - Meeting Management - Approved 11-15-2023
E. Holiday Schedule for 2024 - Approved 10-18-2023
F. Appointments to Boards and Committees: Laura Pysz-Laulis spoke of the need to remove the Parks and Recreation board. Trecost asks for Hinkle to continue on the board in place. Trecost moves to approve ex b HCC Board Appointees for 2024 with exception of Hinkle continuing on board in place of Trecost.
Exhibit A - Boards and Committees Commission Serve on
Exhibit B- HCC Board Appointees for 2024

2. Public Comment Period (NONE)

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

4. Payroll Change Notices: Trecost moved to approve items A and B. Commission concurred.
A. Elizabeth Runyon --- FMLA --- County Clerk
B. Braiden Klema --- 78 Hours Leave W/O Pay --- 911--- Effective 12-24-2023

5. Minutes and /or Amended Minutes of Previous Meeting: Hinkle moved to approve Minutes as presented. Commission concurred.

A. Regular Meeting Minutes --- 12-13-2023

6. Requisitions --- Purchase Orders --- Invoices: Commissioner Hinkle asked for an update on A and B. Michelle Tonkin updated the Commission on the PSD merge and the remaining balance of the ARPA funds. Trecost moved to approve A, B and C. Commission concurred.
A. Greater Harrison PSD --- ARPA Funds (Requisition included in Payables)
B. Lake Floyd PSD --- ARPA Funds (Requisition included in Payables)
C. Vendor List of Payments

7. Review- Discuss-Consider Matters with Steptoe & Johnson --- (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: Exhibit A: Trecost moved to enter Executive Session with Mike Romano present. Commissioners Thomas and Trecost voted in favor. Commissioner Hinkle voted against. Hinkle asked about the need to enter Executive session. Motion carried. Trecost moved to enter regular session. Commission concurred. No action taken.

- Letter from WV Economic Development Authority requesting information on Charles Pointe Bonds
- Pending sale of Civic Multi Use Facility at Charles Pointe by City of Bridgeport entity
- Status of engagement of underwriters/placement agents for Charles Pointe bonds
- Potential to extend property TIF Districts for Charles Pointe and White Oaks
- Engagement by County Commission of legal services to address the referenced matters for Charles Pointe and White Oaks TIF Districts

8. Review - Discuss - Consider Proposed exhibit relocation of Harrison County Rail Trail in proximity to Lane property: County Attorney, Trey Simmerman, spoke of a permanent trail easement. : Trecost moved to authorize Trey Simmerman to move forward with agreement. Commission concurred.

9. Review, Discuss, Consider Phase II Environmental Site Assessment (CSX Rail Trail Project) - Potential executive session to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Hinkle moved to enter Executive Session with Gina Jones and Chad Biller in attendance. Commission concurred. Hinkle moved to enter regular session. Commission concurred

10. Review - Discuss - Consider Ordinance Prohibiting Motorized Vehicles from being operated on Rail to Trails in Harrison County, WV: Discussion held on trial ordinance and potential restrictions based on weight. No action taken.

17. Review - Discuss- Consider declaring properties located at (1) 30 Downridge Road, Fairmont (2) 10 Glory Road, Shinnston (3) 429 Bristol, Salem (4) 2061 Owings Road, Shinnston (5) 389 New Quarters Road, Meadowbrook (6) 6124 Shinnston Pike, Meadowbrook as emergency nuisances within the frame work of the IPMC so that emergency measures/abatement can be commenced: Administrator Laura Pysz-Laulis spoke of properties and the need to demolish them. Trecost moved to approve. Commission concurred.

11. 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: Commissioner Trecost left the meeting. Hinkle moved to approve 11A, 11B and 11C. Commission concurred.
A. Requisition for Payment No. 32 --- MuniCap, Inc. --- $ 350.00
B. Requisition for Payment No. 79 --- MuniCap, Inc. & UMB Bank --- $ 5,319.50
C. Requisition for Payment No. (01/10/24) --- MuniCap, Inc. --- $ 8,336.25

12. 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)

13. 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)

14. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: Hinkle approved consolidation and 2 new precincts. Permanent polling changes. Hinkle moved to approve. Commissioners Thomas and Hinkle voted for. Motion carried.
Exhibit A

- Consolidation of 2 existing precincts (#82 Adamston into #74 United Methodist Temple) into one precinct #74
- Creating 2 new precincts (#1A & #668) to comply with statewide redistricting
- Permanent Polling place changes (#59 Reynoldsville New Hope Church to #59 Reynoldsville VFD) AND (#36A Oakmound Community Center to #36A H.C. Parks & Recreation Complex)

15. Review - Discuss - Consider a Resolution authorizing the applications for funds from the West Virginia Department of Agriculture for the WV Spay/Neuter Assistance Program: Laura Pysz-Laulis spoke of funding for Spay/Neuter program. Gina Jones spoke of past success of the assistance program and the grant process. Hinkle moved to approve and affix president's signature. Commissioners Thomas and Hinkle voted for. Motion carried.

16. Review - Discuss - Consider Tax Exemption certificate for Fuel man and Affix signature of President: Hinkle moved to approve and affix president's signature. Commissioners Thomas and Hinkle voted for. Motion carried.

18. Review - Discuss - Consider Access and Remediation letter agreements: Hinkle moved to approve 18-1 and 18-2 and for the demolition of houses. Commissioners Thomas and Hinkle voted for. Motion carried.
(1)Mary Ann Ferrell --- 3080 Popular Street, Clarksburg, WV (Hepzibah, WV)
(2)Virginia Rockwell --- 3980 Lucas Rd. Shinnston, WV

19. Administrator's Report: Laura Pysz introduced the Animal Control new hire. Laura Pysz-Laulis proposed upcoming work sessions for opioid settlements. Laura also spoke of Pickleball courts in Clarksburg. New business hours will be effective Feb 5th.

20. Commissioner Comments – Questions: Hinkle spoke of 2023 progress and future opportunities for the county.

Commissioner Hinkle moved to adjourn. Motion carried.

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

_____ _____

Susan Thomas, President Date

DRAFT

5-A

Town of Nutter Fort
White Street/Ralph Richards Lane Water Line Replacement
Requisition #01

Payee	Town of Nutter Fort	Harrison County Commission-ARPA Funds	Total
	$30,470.16	*$6,648.67*	*$37,118.83*
Construction			$ 30,470.16
Contract #1	$ 30,470.16	$ -	
Construction Contingency	$ -	$ -	
			$ -
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
			$ -
	$ -	$ -	
	$ -	$ -	
			$ -
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
			$ -
		$ -	
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL THIS REQUEST	$ 30,470.16	$ -	$ 30,470.16
PRIOR REQUEST	$ -	$ -	$ -
TOTAL REQUESTED TO DATE	$ 30,470.16	$ -	$ 30,470.16
REMAINING FUNDS	$ -	$ 6,648.67	$ 6,648.67

Town of Nutter Fort RESOLUTION **Date: 01/17/2024**

WHEREAS, the Town of Nutter Fort has reviewed the attached invoices in relation to its proposed water project and finds as follows:

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

NOW, THEREFORE, BE IT RESOLVED by the Town of Nutter Fort that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Town of Nutter Fort on the 17th day of January 2024.

By: Sam Maxson

Sam Maxson, Mayor

5-B

City of Salem
CDBG #21CDBG0004
IJDC #2021W-1988
Water System Improvements Phase IV Project-Requisition No. 04

Harrison County Commission ARPA Funds	Per Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Remaining
1. Construction							
a. Contract 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Contract 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Construction Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Technical Services							
a. Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Preliminary Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c. Final Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
d. Bidding & Negotiation	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
e. Construction Management	$ 36,500.00	$ -	$ 36,500.00	$ -	$ -	$ -	$ 36,500.00
f. RPR Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
g. Post Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -
h. Special Services							
i. Prep of Funding Applications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ii. Hydrographic Survey	$ -	$ -	$ -	$ -	$ -	$ -	$ -
iii. Engineering Surveys &Topo	$ 3,000.00	$ -	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
iv PSC App/Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
v. Environmental Clearances	$ -	$ -	$ -	$ -	$ -	$ -	$ -
vi. Environmental Permitting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
vii. Lands Surveys & Easement Prep	$ 10,000.00	$ -	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -
viii. Geo Tech/Subsurface Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ix. Aerial Mapping/Photography	$ 5,000.00	$ -	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -
x. BABA/AIS Requirements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xi. Asset Management Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xii. Lead Service Line Inven.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
xiii. Pre-Construction Video							
xiv. ROW Coordination & Meetings	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
3. Legal Services							
a. Legal (Project)	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
b. Legal (PSC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Lands & ROWs							
a. Acquisitions/Easements/Recording Fees	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
b. ROW Agent	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
5. Administration (Region VI)	$ 6,000.00	$ -	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -
6. Accounting	$ 3,700.00	$ -	$ 3,700.00	$ -	$ -	$ -	$ 3,700.00
7. Miscellaneous							
a. Permits	$ 800.00	$ -	$ 800.00	$ -	$ 800.00	$ 800.00	$ -
b. Project Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
c.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Cost of Financing							
a. Registrar Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -
b. Bond Counsel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Total Project Cost	**$ 100,000.00**	**$ -**	**$ 100,000.00**	**$ -**	**$ 24,800.00**	**$ 24,800.00**	**$ 75,200.00**

Date of Meeting	January 31, 2024	Invoice - Quote									5-C
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	U S Bank	Quiet Dell School	$38.31								
Commission	UniFirst	Carpet Runner Rental	$164.32								
Commission	A J Allegheny(2 Invoices)	Relocated Lektrievers	$22,950.00								
Commission	Nelson Mullins	Professional Services	$4,811.00								
Commission	Mon Power	Service	$181.20								
Commission	Work Force WV	Unemployment	$2,643.61								
Commission	UniFirst	Carpet Runner Rental	$164.32								
Commission	Visual Edge(2 Invoices)	Copier Rental	$731.48								
Commission	Hart Office Solutions	Copier Rental	$132.04								
Commission	Chem-Aqua	Broiler Water Treatment	$300.00								
Commission	FedEx	Postage	$27.76								
Commission	Pitney Bowes	Lease on Mail Machine	$2,271.84								
Commission	U S Cellular	Cellular Account	$415.42								
Commission	Advantage Technology	Level 2 & 3 Tech Maint	$306.25								
Commission	Johnson Control	Fire Alarm System Testing	$931.00								
Commission	Pitney Bowes	Postage Mail Machine	$11,059.83								
Commission	Canon Financial	Copier Rental	$2,398.13								
Commission	Advantage Technology	Monthly Agreement	$3,810.00								
Commission	Xerox (2 Invoices)	Copier Rental	$361.23								
Commission	Hope Gas	GSB Building	$1,181.12								
Commission	Hope Gas	Quiet Dell School	$517.50								
Commission	Hope Gas	Extension Office	$377.80								
Commission	Mon Power	Courthouse & Annex	$27,185.71								
Commission	Visual Edge	Copier Rental	$279.95								
Commission	Hope Gas	609 W. Main ST	$221.58								
Commission	Hope Gas	GSB Building	$5,074.36								
Commission	Hope Gas	Public Safety Bldg	$664.23								
Commission	Scalise Industries	HVAC Repairs	$2,128.00								
Commission	WV Corp	Insurance Deductible	$2,500.00								
Commission	Michelle Minutelli	Reimbursement	$31.36								
Commission	James & Law	Date Stamps	$207.00								
Commission	WV Regional Jail	Inmate Housing	$260,041.86								
Commission	Liberty Distributors	Cleaning Supplies	$512.48								
Commission	Lumberport VFD	Reimbursement	~~$9,984.98~~								
Commission	Liberty Distributors	Mop Handles	$25.45						$25.45		
Commission	James & Law	Supplies	$2,037.30						$2,037.30		
Commission	Stationers	Supplies	$578.30						$578.30		
Commission	Amazon	Phones	~~$60.00~~								
Commission	Reynoldsville VFD	Reimbursement	$7,203.68								
Commission	UniFirst	Carpet Runner Rental	$103.83								
Commission	Hart Office Solutions	Copier Rental	$82.60								
Commission	Lexis Nexis	Late Payment	$79.96								
Animal Control	Mon Power	Service			$274.00						
Animal Control	Enterprise Sanitation	Waste Collection			$213.82						
Animal Control	A-1 Exterminating	Pest Control			$50.00						
Animal Control	Hope Gas	Animal Control			$1,953.53						
Animal Control	Harrison Clarksburg Health Dept	Vaccines			$2,673.00						
Animal Control	The Thrasher Group	Regional Farm Facility			$3,831.18						
HC Senior Center	Chem Aqua	Broiler Water Treatment			$261.05						

Date of Meeting	January 31, 2024	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
Law Enforcement	WV Paging	Pager	$7.00							
Law Enforcement	D.J. Navarini	Reimbursement	$24.04							
Law Enforcement	AT&T Mobility	LPR & Equipment	$120.72							
Law Enforcement	Trapuzzano's (7 Invoices)	Uniform Supplies	$1,729.21							
Law Enforcement	FBINAA	National Dues	$100.00							
Maintenance	State Electric	Maintenance Supplies	$32.82							
Maintenance	James & Law	Calendars	$6.99							
Maintenance	Whaley Distributing (2 Invoices)	Ice Melt	$621.41							
Maintenance	Advance Auto Parts	Automobile Battery	$147.39							
Maintenance	Lowe's Home Center	Supplies	$1,035.24							
Maintenance	United Refrigeration	Supplies	$14.59							
Maintenance	Sandy's	Supplies	$11.37							
Maintenance	The Water Shop	Service	$21.00							
Maintenance	Lowe's Home Center	Supplies	$83.34							
County Clerk	Walmart	Window Blinds	$14.21							
County Clerk	Avenu Insights & Analytics	Year End Pace Training	$200.00							
911 Center	U S Cellular	Wirless Modem			$29.49					
911 Center	Hart Office Solutions	Copier Rental		$203.76						
911 Center	City of Bridgeport	Water Service		$555.31						
911 Center	Harrison Rural (2 Invoices)	Service		$2,860.99						
911 Center	Hart Office Solutions	Copier Rental		$200.30						
911 Center	Mon Power	Service			$667.13					
911 Center	A-1 Exterminating	Pest Control			$75.00					
911 Center	Mountain State ESC	CPR Certification		$30.00						
911 Center	APCO International	Recertification		$30.00						
911 Center	Emcor Services	HVAC Repairs		$998.38						
911 Center	Emcor Services	HVAC Repairs		$998.38						
911 Center	Lowe's	Supplies			$16.70					
911 Center	APCO International	Recertification		$30.00						
911 Center	APCO International	Recertification		$60.00						
911 Center	APCO International	Recertification		$90.00						
911 Center	U S Cellular	Cellular Account			$504.38					
Garage	Amtower Auto(2 Invoices)	Shop Tools	$70.26							
Garage	Appalachian Tire	Restock Tires	$147.80							
Garage	Chenoweth Ford (6 Invoices)	Automobile Parts	$517.20							
Garage	Harry Green	Wheel Alignment	$129.95							
Garage	Advance Auto (4 Invoices)	Automobile Parts	$616.43							
Garage	Fisher Auto (4 Invoices)	Automobile Parts	$417.75							
Garage	Hillbilly Towing	Towed Vehicle	$70.23							
Garage	Whaley Distributing	Shop Supplies	$121.18							
Park & Rec	Mon Power (2 Invoices)	Service			$11.01					
Park & Rec	McCarthy's	Portajohn Rental			$79.83					
Park & Rec	UniFirst	Weekly Rug/Supplies			$29.08					
Community Corrections	James & Law (3 Invoices)	Office Supplies				$535.09				

Date of Meeting	January 31, 2024	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
Community Corrections	Trac Solutions	Monitoring Fees				$3,720.00				
Community Corrections	U S Bank	Various Charges				$212.03				
Community Corrections	Div. of WV Justice & Comm. Serv	LS/CMI Usage				$76.00				
Circuit Clerk	Hart Office Solutions	Toner	$900.00							
Court	Brenda Hinkle	Mental Hygiene	$250.31							
Michelle Tonkin	City of Salem	ARPA Funds Request						$24,800.00		
Michelle Tonkin	Town of Nutter Fort	ARPA Funds Request						$6,648.97		
OEM	U S Bank	Luncheon			$124.06					
			$382,187.23	$6,057.12	$10,793.26	$4,543.12	$0.00	$31,448.97		$0.00
					Grand Total :	$435,029.70				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

6-A

Exhibit A Exonerations	Amount
PP 444 Ashby, Joshua L & Tiffany A	$ 389.59
PP 445 BMO Harris Bank	$ 1,302.31
PP 446 Bridgeport Family Chiropractic C/O Jason Lebenne	$ 370.40
PP 447 Bridgeport Family Chiropractic C/O Jason Lebenne	$ 313.05
PP 448 Gamm, Kearsten S	$ 759.62
PP 449 Gillespie Jordan P & Kara	$ 116.63
PP 450 Heater, Richard R	$ 80.87
PP 451 Lake, Joy M	$ 203.18
PP 452 Ridriguez, Chastity N	$ 20.18
TOTAL:	$ 3,555.83

PP 444

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ASHBY JOSHUA L & TIFFANY A** whose address is, 12 MELROSE ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **47320** on **2023 KIA SPORTAGE**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **30585**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **16735**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2023 KIA, the vehicle was not purchased until October 2022. Exonerate a value of 16735 at a class 3 rate of levy to correct the overcharge. Please remove the 23 KIA Spor (16735) from the vehicle description.

District: **07 - COAL-OUTSIDE**
Account No. **3057978**
Ticket No. **609263**
Tax Year **2023**

Amount Exonerated: $389.59

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP445

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BMO HARRIS BANK** whose address is, PO BOX A3880 CHICAGO, IL 60690, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **55941** on **vehicles**, Class **3/4** in **ELK**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **55941**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is assessed for the 2023 tax year, business was not located in Harrison County July 1, 2022. Cancel this ticket and mark improper for the 2023 tax year.

District: **11 - ELK**
Account No. **3067348**
Ticket No. **614881**
Tax Year **2023**

Amount Exonerated: $1302.31

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joyce A Romano

PP 446

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BRIDGEPORT FAMILY CHIROPRACTIC C/O JASON LEBENNE** whose address is, 150 PHILADELPHIA AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **35710** on **2015 Toyota Highlander**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **23545**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **12165**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2015 Toyota, the vehicle was traded and the new vehicle is assessed and located in Monongalia County. Exonerate a value of 12165 at a class 4 rate of levy to correct the overcharge. Please remove the 15 Toyo High (12165) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3032861**
Ticket No. **621397**
Tax Year **2023**

Amount Exonerated: $370.40

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP447

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **BRIDGEPORT FAMILY CHIROPRACTIC C/O JASON LEBENNE** whose address is, 150 PHILADELPHIA AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **32077** on **2015 Toyota Highlander**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **21892**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **10185**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2015 Toyota, the vehicle was traded and the new vehicle is assessed and located in Monongalia County. Exonerate a value of 10185 at a class 4 rate of levy to correct the overcharge. Please remove the 15 Toyo High (10185) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3032861**
Ticket No. **521841**
Tax Year **2022**

Amount Exonerated: $313.05

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

PP448

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GAMM KEARSTEN S** whose address is, 421 STEALEY AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **24679** on **2022 Hyundai**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **24679**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is assessed for the 2023 tax year, taxpayer is exempt military. Cancel this ticket and mark improper for the 2023 tax year.

District: **03 - CLARK-CLARKSBURG**
Account No. **3072215**
Ticket No. **603269**
Tax Year **2023**

Amount Exonerated: $759.62

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP449

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GILLESPIE JORDAN P & KARA** whose address is, 870 KATY LICK RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **24015** on **2009 Keystone** , Class **3/4** in **SARDIS**, Harrison County, West Virginia, which should have been assessed at **19005**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **5010**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2009 Keystone, the camper is located and taxed in Randolph County. Exonerate a value of 5010 at a class 3 rate of levy to correct the overcharge. Please remove the 09 Keys Spri (5010) from the vehicle description.

District: **14 - SARDIS**
Account No. **3047729**
Ticket No. **617972**
Tax Year **2023**

Amount Exonerated: $116.63

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP450

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **HEATER RICHARD R** whose address is, 1944 HASTINGS RUN RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **24586** on **Boat & Trailer**, Class **3/4** in **ELK**, Harrison County, West Virginia, which should have been assessed at **21112**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **3474**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is assessed on the boat and trailer, they are assessed on account # 3073997. Exonerate a value of 3474 at a class 3 rate of levy to correct the overcharge. Please remove the 03 bnt btmt (3354) and the 06 boat trlr (120) from the vehicle description.

District: **11 - ELK**
Account No. **3042698**
Ticket No. **615243**
Tax Year **2023**

Amount Exonerated: $80.87

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

pp451

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **LAKE JOY M** whose address is, 308 HARTLAND AVE CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **7148** on **2018 Chevy Trax**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **608**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **6540**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error is assessed on the 2018 Chevy, the taxpayer is exempt military. Exonerate a value of 6540 at a class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **3057099**
Ticket No. **503944**
Tax Year **2022**

Amount Exonerated: $203.18

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

pp 452

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 31st day of January, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **RODRIGUEZ CHASTITY N** whose address is, 444 MAIN ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2550** on **2002 Ford Escort**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **1890**, Class **3/4** in and for the year **2019**, resulting in a difference in assessed value of **660**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2019**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2002 Ford, the vehicle was traded for the jeep also reported. Exonerate a value of 660 at a class 4 rate of levy to correct the overcharge. Please remove the 02 Ford Esco (660) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**
Account No. **3068868**
Ticket No. **704927**
Tax Year **2019**

Amount Exonerated: $20.18

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

6-C

Exhibit C Joint Property Applications

AP 17 Crock, Christopher M & Susan M	$1,031.20
AP 18 O'Dell, Julie L & Travis D	$631.15
Total :	$1,662.35

NOTICE OF APPORTIONMENT OF JOINTLY OWNED MOTOR VEHICLES AP 17

WEST VIRGINIA CODE § 11-5-14 **STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

I, Joseph R "Rocky". Romano, Assessor of Harrison County, having been presented with a certified copy of a final divorce order entered under provisions of section fifteen, article two, chapter forty-eight of the West Virginia Code, do hereby apportion the assessment of the taxes owed on jointly owned motor vehicles involved in the divorce order and awarded exclusively to be titled one or more in the name of the husband and one or more in the name of the wife as follows:

APPLICANT:_____

DEPUTY:CRICHARDS

Account: 3006656 Ticket: 617632 Year: 2023 Name: CROCK CHRISTOPHER M & SUSAN M Tax $ 1031.20

(A) Account: 3006656 Ticket: Husband Name: CROCK CHRISTOPHER M
Address: 3330 TROUSER LEG RD WALLACE WV 26448-8924

Section I:

Description	Assessment	Tax Rate	Tax Amount
14 QUAL TRLR (550FB1218ES005314)	120	2.3280	$2.79
14 RAM 3500 (3C63RRGLXEG201714)	15600	2.3280	$363.17
12 JEEP PATR (1C4NJRBB6CD577196)	3105	2.3280	$72.28

(B) Account: 3037868 Ticket: Wife Name: CROCK SUSAN M
Address: 3894 WILSONBURG RD REYNOLDSVILLE WV 26422

Description	Assessment	Tax Rate	Tax Amount
21 HYUN PALI (KM8R4DHE4MU267235)	25470	2.3280	$592.94

Section II:

Filed with the county commission this 31ST day of January, 2024

Joseph R. "Rocky". Romano, Assessor

Section III:

The county commission of Harrison County does hereby order the apportionment of the assessment of taxes as determined and set forth by the county assessor in Section I of this notice.

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

Section IV:

Certified to the sheriff this____day of January, 2024

Clerk of the Harrison County Commission

NOTICE OF APPORTIONMENT OF JOINTLY OWNED MOTOR VEHICLES AP 18

WEST VIRGINIA CODE § 11-5-14 **STATE OF WEST VIRGINIA** **COUNTY OF HARRISON**

I, Joseph R "Rocky". Romano, Assessor of Harrison County, having been presented with a certified copy of a final divorce order entered under provisions of section fifteen, article two, chapter forty-eight of the West Virginia Code, do hereby apportion the assessment of the taxes owed on jointly owned motor vehicles involved in the divorce order and awarded exclusively to be titled one or more in the name of the husband and one or more in the name of the wife as follows:

APPLICANT:_____

DEPUTY:CRICHARDS

Account: 3064490 Ticket: 604416 Year: 2023 Name: O'DELL JULIE L & TRAVIS D Tax $ 631.15

(A) Account: 3087875 Ticket: Husband Name: O'DELL TRAVIS D
Address: 627 DRUMMOND ST CLARKSBURG WV 26301-2253

Section I:

Description	Assessment	Tax Rate	Tax Amount
07 TOYO TUND (5TBBV54117S467325)	5460	3.0780	$168.06

(B) Account: 3064490 Ticket: Wife Name: O'DELL JULIE L
Address: 11970 VETERANS MEMORIAL HGWY MASONTOWN WV 26564-9612

Description	Assessment	Tax Rate	Tax Amount
18 JEEP GRAN (1C4RJFAG1JC280921)	15045	3.0780	$463.09

Section II:

Filed with the county commission this 31ST day of January, 2024

Joseph R. "Rocky". Romano, Assessor

Section III:

The county commission of Harrison County does hereby order the apportionment of the assessment of taxes as determined and set forth by the county assessor in Section I of this notice.

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

Section IV:

Certified to the sheriff this____day of January, 2024

Clerk of the Harrison County Commission

Resolution by the Harrison County Commission

In Support of the

Voluntary Farmland Protection Act

January 31, 2024

WHEREAS, the West Virginia Legislature unanimously approved the Voluntary Farmland Protection Act in March of 2000;

WHEREAS, since 2000, over 44,000 acres of agriculturally-important farmland has been permanently protected in the state of West Virginia for current landowners and future generations;

WHEREAS, the agriculture community of Harrison County provides sources of agricultural products for the citizens of the state, the nation and internationally;

WHEREAS, the agriculture community of Harrison County enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming;

WHEREAS, the Voluntary Farmland Protection Act §8A-12 enables Harrison County landowners to voluntarily protect their agricultural property through perpetual conservation easements held by the Harrison County Farmland Protection Board, thereby helping to control the urban expansion which is consuming land, topsoil and woodland of the county;

NOW THEREFORE BE IT RESOLVED that the Harrison County Commission reaffirms its commitment to the perpetual preservation of Harrison County's agricultural resources as enabled in the Voluntary Farmland Protection Act §8A-12-1, et seq.

Susan J. Thomas, President

David L. Hinkle, Member

Patsy S. Trecost, Member

John R. Spires, Clerk

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STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

400 White Oaks Boulevard
Bridgeport, WV 26330
(304) 933-8000 (304) 933-8183 Fax
www.steptoe-johnson.com

Writer's Contact Information

January 31, 2024

The County Commission of Harrison County
Attn: Susan Thomas, President
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

Charles Pointe Economic Opportunity
Development District Board
Attention: Michael Romano, Esq., CPA
Harrison County Courthouse
301 West Main Street
Clarksburg, West Virginia 26301

Re: Representation by Steptoe & Johnson PLLC- Charles Pointe Bond Restructurings/ New or Amended Project Plans for Special Districts

Ladies and Gentlemen:

Thank you for selecting Steptoe & Johnson PLLC to serve as bond counsel and special project counsel to the Harrison County Commission (the "County Commission") and special project counsel to the Charles Pointe Economic Opportunity Development District Board (the "District Board") in connection with (i) the proposed restructuring and/or refinancing of all or a portion of the following property tax increment financing obligations issued by the County Commission with respect to Harrison County Development District No. 2- Charles Pointe (the "TIF District") and the following special district excise tax obligations issued by the County Commission with respect to the Charles Pointe Economic Opportunity Development District (the "EODD" and collectively with the TIF District, the "Special Districts"); (ii) proceedings to extend the termination date of the TIF District by up to 15 years; and (iii) preparation of new Project Plans for the Special Districts or alternatively amendment of existing Project Plans for the Special Districts as appropriate to accomplish the restructuring of the following obligations which have previously been issued by the County Commission for the Special Districts:

(i) Tax Increment Revenue and Refunding Bonds (Charles Pointe Project No. 2- North Land Bay Improvements), Series 2008 A, dated March 5, 2008, issued in the original aggregate principal amount of $4,895,000 (the "Series 2008 A Bonds");

(ii) Tax Increment Revenue and Refunding Bonds (Charles Pointe Project No. 2- South Land Bay Improvements), Series 2008 B, dated March 5, 2008, issued in the original aggregate principal amount of $28,690,000 (the "Series 2008 B Bonds" and collectively with the Series 2008 A Bonds, the "Property TIF Bonds");

(iii) Special District Excise Tax Revenue and Improvement Bonds, Series 2019 A (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, issued in the original aggregate principal amount of $36,500,000 (the "Series 2019 A Bonds");

(iv) Subordinate Special District Excise Tax Revenue and Refunding Bonds, Series 2019 B (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, issued in the original aggregate principal amount of $12,280,000 (the "Series 2019 B Bonds"); and

(v) Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, issued in the original aggregate principal amount of $17,600,000 (the "Series 2019 C Bonds" and collectively with the Series 2019 A Bonds and the Series 2019 B Bonds, the "Excise Tax Bonds"; the Excise Tax Bonds and the Property TIF Bonds may be collectively referred to herein from time to time as the "Charles Pointe Bonds").

Genesis Partners, Limited Partnership, a West Virginia limited partnership, is the master developer of the Charles Pointe development and the Special Districts (the "Developer"). Individuals and entities which are related parties to the Developer (the "Related Parties") own the vast majority of the undeveloped land in the Charles Pointe development and are responsible for payment of CED Assessments imposed by the Charles Pointe Community Enhancement District (the "Charles Pointe CED") upon the undeveloped land in the South Land Bay of the Charles Pointe development for the purpose of paying that portion of the debt service on the Series 2008 B Bonds which is not provided for pursuant to the property tax increment revenues which are generated in the TIF District. The Developer and the Related Parties are seeking to restructure the Series 2008 B Bonds in order to reduce or perhaps eliminate the CED Assessments which are currently payable and may become payable in the future. Additionally, the remaining balance of the Series 2008 A Bonds as well as a substantial portion of the Series 2008 B Bonds could potentially be refinanced into a new Refunding Bond which would be secured by a first lien on the property tax increment revenues generated in the TIF District. The County Commission has engaged bond underwriting firms to explore this potential restructure/refunding of the Property TIF Bonds due to additional development which has been completed in the TIF District (ie. primarily Menards and residential development) as well as additional development which is currently being pursued at the recently completed Charles

Pointe Crossing. Recently enacted legislation has created the opportunity to extend the termination date of the TIF District by up to 15 years if the County Commission and other parties desire to do that and if approved by the WV Department of Economic Development. If the termination date of the TIF District were to be extended in this way it would create an opportunity to re-amortize the Property TIF Bonds over this longer repayment term. The foregoing undertakings and any other opportunities which emerge for the restructure of the Property TIF Bonds will be collectively referred to herein from time to time as the "Property TIF Bonds Restructuring".

Efforts will also be undertaken to restructure the Excise Tax Bonds in order to account for delays in the collection of Net Excise Tax Revenues in the EODD caused primarily by COVID-19 related construction delays. The restructure of the Excise Tax Bonds will be assisted by actions previously undertaken by the County Commission to remove self imposed Bond maturity limitations for the County's Excise Tax Bonds. This creates the potential to re-amortize the Excise Tax Bonds over an extended repayment term. These efforts along with any other opportunities which emerge for the restructure of the Excise Tax Bonds may be referred to herein from time to time as the "EODD Bonds Restructuring" (and collectively with the Property TIF Bonds Restructuring, the "Bond Restructure").

The Rules of Professional Conduct governing attorneys recommend that attorneys have written fee agreements with their clients. This letter ("Engagement Letter"), when returned to our office, together with the Standard Terms of Engagement for Legal Services ("Standard Terms") and the Cost Information Sheet each enclosed herewith, will constitute your written fee agreement ("Agreement") with our firm for the matters addressed.

The Standard Terms address in general how our fees and charges are set; the handling of client deposits if required; billing and payment terms; the scope of the attorney-client privilege; the client's responsibilities; the termination of our firm's representation and the disposition of documents; and dispute resolution procedures. To the extent that an inconsistency may arise between the terms of this Engagement Letter and the Standard Terms, this Engagement Letter shall control.

1. IDENTITY OF CLIENT

For the purpose of this representation, we understand that our clients will be The County Commission of Harrison County and the Charles Pointe Economic Opportunity Development District Board. We are not representing the Developer, the Related Parties or any other entities or individuals whose interests may be affected by this matter and such individual persons or other entities are expressly excluded from the scope of our representation. We anticipate that the

scope of work contemplated by this Engagement Letter will primarily involve the County Commission. However, to the extent that the scope of work will involve interactions with or actions to be taken by the District Board we perceive no adversity between the County Commission and the District Board with respect to such matters in that the County Commission and District Board have commonly aligned interests in such scope of work. We recommend and understand that the Developer has engaged its own legal counsel to represent it in connection with the matters contemplated by this Engagement Letter. References in this Agreement to "you" or "your" will mean the clients referenced above.

2. SCOPE OF WORK

You are hiring us as your attorneys to serve as bond counsel and special project counsel to the Harrison County Commission and as special project counsel to the District Board in connection with the proposed Bond Restructure, as well as any proceedings for the approval of new Project Plans or the amendment of existing Project Plans for the Special Districts or either of them and proceedings for the extension of the termination date of the TIF District by up to 15 years if such is desired, including the negotiation and preparation of documentation in connection therewith and assisting the County Commission and District Board with the public approval process which is necessary to approve all matters relating to these activities (the "Scope of Work"). The scope of this representation does not include any work with respect to representing the County Commission or District Board in any litigation or alternative dispute resolution proceedings with respect to the Scope of Work, any IRS audit or inquiry that may be initiated with respect to the Scope of Work, any enforcement action or investigation that may be initiated by the SEC in connection with the Scope of Work or related matters. Any such representation would need to be a separate engagement upon terms agreeable to the County Commission, the District Board and our firm, respectively, which representation and terms would be memorialized by a new engagement letter.

We will provide those legal services necessary to represent you in the Scope of Work and we will take reasonable steps to keep you informed of progress and to respond to your inquiries. If Steptoe & Johnson PLLC is asked to perform additional work for you in the future, and if our firm agrees to do so, the terms of this letter will apply unless a different arrangement is agreed upon.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(b) Preparing blue sky or investment surveys with respect to the Bond Restructure.

(c) Drafting state constitutional or legislative amendments.

(d) Pursuing test cases or other litigation.

(e) Making an investigation or expressing any view as to the creditworthiness of the Issuer, the Special Districts or the Developer or the security provided for the Bond Restructure.

(f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking or with tax rules relating to the bonds.

(g) Representing the Issuer or District Board in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion for the Bond Restructure.

(i) Serving as a municipal adviser or financial adviser to the Issuer, the District Board or the Special Districts as contemplated by applicable securities laws, regulations and interpretations thereof, including laws, regulations and interpretations promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board in connection with the Bond Restructure.

3. CLIENT DUTIES

You agree to be truthful with us, to cooperate, to keep us informed of developments and to abide by this Agreement.

4. MINIMUM FEE/DEPOSIT

At this time, we are not requesting either a minimum fee or an initial deposit against fees. We may request, however, an advance against costs from time to time, or request a fee advance or a retainer if circumstances dictate such arrangements.

5. STAFFING, LEGAL FEES, BILLING PRACTICES

Tom Aman and Jason Turner will be the attorney(s) primarily responsible for the work we will perform for you in connection with this matter. We may utilize the services of other attorneys, law clerks and legal assistants to assist as necessary to efficiently handle your work and to meet time deadlines.

The County Commission agrees to pay by the hour for time spent on your matter by our legal personnel. Our billing rates vary with the experience and skill of the attorney or legal personnel rendering the service. The billing rates for Tom Aman, Jason Turner and other Members of our firm will be $365/hour for this matter. The billing rates for of counsels in our firm that may work on this matter will be $325/hour and the billing rates of associates in our firm that may work on this matter will be $265/hour. These rates for members and of counsels in our firm represent a substantial discount from our standard rates due to the long standing relationship which our firm has with the County Commission.

We charge for our time in minimum units of 1/4 hours, unless otherwise agreed. We will charge for the time we spend on telephone calls relating to your matter, including calls with you, the Developer, opposing counsel or other parties to the Scope of Work. The legal personnel assigned to your matter may confer among themselves on the matter, as required. When they do confer, each person will charge for the time expended. We will charge for waiting time, in court and elsewhere, and for travel time, both local and out of town.

We normally adjust our billing rates annually on or about January 1, and we reserve the right to annually adjust our billing rates if this matter continues beyond 2024. Any adjustment is subject to approval by you with the January invoice.

We will either submit monthly bills to the County Commission or bill upon the attainment of certain milestones as the matter proceeds. We will not submit any invoices to the County Commission in an amount which exceeds $65,000, considering all prior invoices also submitted to the County Commission for this matter without having first obtained the written approval of the County Commission to do so. The District Board will have no responsibility for payment of invoices in connection with this matter.

6. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the expected outcome of your matter are

expressions of our opinion only based on the presently known facts and circumstances.

7. EFFECTIVE DATE AND TERMINATION

The effective date of this Agreement will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only.

This engagement will terminate upon the closing of the Bond Restructure or alternatively the abandonment of pursuit of the Scope of Work by the County Commission, the District Board and the transaction participants (evidenced by the passing of two months without material efforts by the transaction team to advance the effort). Nevertheless, if the transaction has closed we will prepare and distribute to the finance team a transcript of the proceedings for the Bond Restructure. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement. We reserve the right and you agree that our firm may terminate the representation described in this letter at any time without your consent but upon our providing written notice to you if we believe that circumstances have evolved such that we will be unable to render the legal opinions that would be required of our firm in connection with the closing of the Bond Restructure or any component thereof.

We look forward to working with you. If these terms are acceptable to you, please sign this letter and return to me. If you have any questions about this letter or our representation, please call or write me.

Very truly yours,

STEPTOE & JOHNSON PLLC

By: _____
A Member

Agreed to this _____ day of _____, 2024.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
President

Agreed to this _____ day of _____, 2024.

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Chairman

STEPTOE & JOHNSON PLLC

COST INFORMATION SHEET 2024

(a) Copies - $0.25 per page

(b) In-house scanning - $0.10 per page

(c) In-house couriers - based on time, plus mileage

(d) Legal research - based on inquiry complexity

(e) Auto travel - IRS business mileage rate ($0.67 per mile)

STEPTOE & JOHNSON PLLC

www.steptoe-johnson.com
Revised 4/13/21

Standard Terms of Engagement for Legal Services

This statement accompanies our engagement letter and sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by our engagement letter or by other mutual written agreement, these terms will be an integral part of our agreement with you.

Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file along with the engagement letter.

STEPTOE & JOHNSON PLLC

Identity of Clients-Scope of Work

We represent only the person or persons identified as clients in our engagement letter. We do not, for the matters described in the engagement letter, represent anyone else, including any relatives, affiliates, officers or employees of the identified client or clients.

Our legal representation is limited to the performance of the services described in the engagement letter and does not include representation beyond the scope described or in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

If you have any questions about the limits of our representation or the scope of our services, please contact us and your questions will be answered promptly.

Our representation of you will commence when we receive from you an executed copy of the engagement letter and any advance payment described therein.

To the extent that the terms of this statement and the terms of our engagement letter may be inconsistent, the terms of the engagement letter shall control.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time.

Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Whenever practicable, we will advise you of the names of those lawyers and legal assistants who work on your matters. If required by you, our engagement letter will identify your specific procedures regarding staffing, as well as billing and other matters.

How Fees Are Set

In most instances, our fees are based on our hourly rates. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), correspondence, email communication, negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related work. We typically record our time in units of quarter hours, but this practice may vary depending upon your requirements. In such instances, it will be addressed in the terms of our engagement letter.

The hourly rates of our lawyers and legal assistants vary based upon a number of factors, including the experience, reputation and expertise of the person performing the services as well as the difficulty, novelty, or complexity of the issues presented. These rates are usually adjusted annually to reflect current levels of legal experience, changes in our costs, and other factors, subject to the terms of any specific arrangement with you.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will, when asked, furnish such an estimate based upon our professional judgment but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote you a fixed fee. In such situations, the fixed fee arrangement will be expressed in the engagement letter setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we may, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement will be set forth in the engagement letter.

Additional Charges

Typically, we will charge our clients not only for legal services rendered but also for costs incurred in providing these services.

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Examples include charges for long-distance telephone calls, travel and lodging expenses, courier services, computerized research, and the use of our facsimile, photocopy and printing machines. We attempt to bill you for our actual out-of-pocket costs incurred, but for some items, the true cost incurred is difficult to establish. We would be pleased to discuss with you the specific schedule for these costs and to answer any questions that you may have. If you would prefer, in some situations we can arrange for certain of these services to be provided by third parties with direct billing to you.

It may become necessary to hire expert witnesses, consultants or investigators in connection with your representation. We will not hire such persons unless you agree to pay for their fees and charges. We will not select any expert witnesses, consultants or investigators until we consult with you.

Advance Deposits by Clients

Clients are commonly asked to make an advance deposit of funds with the firm. If you do deposit funds with us, you are deemed to have granted to us a security interest in the funds. These funds may be credited against your account and held by us as security for your past, present and future obligations to us. In some instances, we will apply these funds to satisfy your monthly invoices as they are billed, and in other instances we may apply these funds against your invoice only if payment is not made within thirty (30) days of our invoice. The specific manner in which your deposit will be handled will be addressed in the engagement letter. You agree that if requested, you will replenish these funds to the original balance and will increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these funds remaining at the time our representation terminates and all of our invoices have been paid, the balance will be returned to you.

Disputes Resolved by Arbitration

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with our chief executive officer. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Depending upon the rules of the applicable jurisdiction, you may also have the right to seek mediation or arbitration regarding such dispute under supervision of the state bar association. We agree to participate fully in that process, if applicable.

Bill Arrangements & Terms of Payment

Unless otherwise stated in the engagement letter, we will bill monthly. All invoices are due within 30 days of their date. We reserve the right to assess a late fee of 1.5% per month on all amounts unpaid for more than sixty (60) days from the date of billing, as well as the right to suspend or terminate services on account of nonpayment, subject to the limitations of applicable bar rules. Our policy is to discontinue service if invoices remain unpaid for more than ninety (90) days.

Escrow Deposits

We typically do not serve as escrow agent for client funds. In those instances where we do, and it is not required that we establish a separate escrow account for the funds received, the funds will be placed in our agency account for your benefit. Depending upon the rules of the applicable jurisdiction, your deposit may be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Again, depending upon the rules of the applicable jurisdiction, interest earned on the pooled account may be payable to a charitable foundation established for such purpose. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Attorney-Client Privilege

The attorney-client privilege is an important subject that we raise with our clients at the outset of a new representation. As a matter of professional responsibility, we are required to preserve the confidence of our clients. The professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including employees or representatives of the client not necessary to the effective representation of the client.

We should discuss in advance any intention on your part to include others in our confidential relationship.

Termination of Representation

Disposition of Documents

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs incurred before termination, as well as your responsibility for payment of legal services and costs incurred in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal, or, if required, our intent to seek court approval of our withdrawal.

Unless previously terminated, our representation will terminate upon the conclusion of our work for you on the matter or matters for which we have been engaged, but in no event later than our sending to you our final invoice for services rendered with respect to such matter or matters. If a period of 90 days passes in which we perform no service for you, we will consider our engagement terminated unless the circumstances indicate that our representation is ongoing.

Upon termination of our representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by us and destroyed in accordance with our retention policy. We will not provide further notice of our intended destruction of these documents unless requested. At our discretion, we may retain the files in either hard copy or electronic form. If you object to our retaining files in electronic form, we should be so advised prior to the termination of our engagement. During the time we retain your files, you may request that we assemble and return to you those files to which you are entitled. Our own files pertaining to the matter will be retained by the firm.

These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, and internal memoranda, prepared by or for the internal use of lawyers. These documents will be retained by us following the termination of the engagement for such period as we deem appropriate.

After completion of the matter for which we have been engaged, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from such prior representation, we have no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities

You agree to pay our invoices for services and costs incurred as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed and provide us with all information known or available to you relevant to our representation. Because it is important that we be able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

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STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

400 White Oaks Boulevard
Bridgeport, WV 26330
(304) 933-8000 (304) 933-8183 Fax
www.steptoe-johnson.com

Writer's Contact Information
304.933.8136
Thomas.Aman@steptoe-johnson.com

January 31, 2024

Representation by Steptoe & Johnson PLLC
Combination of White Oaks TIF Districts
Extension of Termination Date for White Oaks TIF Districts

The County Commission of Harrison County
Attn: Susan Thomas, President
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

High Tech Corridor Development LLC
Attn: H. Wood Thrasher, Manager
500 White Oaks Boulevard
Bridgeport, West Virginia 26330

Dear Commissioner Thomas and Mr. Thrasher:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as legal counsel to The County Commission of Harrison County (the "County Commission") in connection with the proposed combination of Harrison County Development District No. 3- White Oaks (the "Business Park TIF District") and The County Commission of Harrison County Development District No. 4- White Oaks Industrial Park (the "Industrial Park TIF District" and together with the Business Park TIF District, the "Existing TIF Districts") into a single combined TIF District (the "Combined TIF District), the extension of the termination date of the Combined TIF District for up to 15 years and the preparation of such Project Plans, Project Plan Amendments and applications to the West Virginia Department of Economic Development as may be necessary to accomplish same (the "Application to WVDED") and related matters. The Rules of Professional Conduct governing attorneys recommend that attorneys have written fee agreements with their clients. This letter, when returned to our office, will constitute your written fee agreement ("Agreement") with our firm for the matters described below.

1. IDENTITY OF CLIENT

For the purpose of this representation, we understand that our client is The County Commission of Harrison County. We are not representing High Tech Corridor Development LLC, the developer for the Existing TIF Districts (the "Developer") with respect to the subject matter of this engagement or with respect to the issuance of any tax increment revenue obligations with respect to the Existing TIF Districts or Combined TIF District, or any other entities or individuals whose interests may be affected by this matter, and such individual persons or other entities are expressly excluded from the scope of our representation. We understand that the Developer has or will engage its own separate legal counsel for matters contemplated by this Engagement Letter and with respect to tax increment financing obligations

that may be issued by the County Commission from time to time with respect to the Existing TIF Districts or the Combined TIF District.

2. SCOPE OF SERVICE

You are hiring us as your attorneys to represent you in the following matter:

To handle legal matters on behalf of the Harrison County Commission associated with the combination of the Existing TIF Districts to form the Combined TIF District, the potential extension of the termination date of the Combined TIF District for up to 15 years as permitted by recent legislation and Application to WVDED in regard to same. This work will include facilitation of discussions and negotiation with all parties involved in the referenced scope of work, the preparation of necessary documents on behalf of the Harrison County Commission and facilitating the public approval process necessary to approve and execute such documents.

We will provide those legal services necessary to represent you in the above matter and we will take reasonable steps to keep you informed of progress and to respond to your inquiries. Our representation will conclude when the County Commission has entered an Order approving the Project Plan or Project Plan Amendments which have been agreed to as a result of the scope of services contemplated herein or alternatively upon the abandonment of efforts to pursue such Project Plan or Project Plan Amendments (as evidenced by the finance team associated with same taking no material action for two consecutive months). If you request that Steptoe & Johnson PLLC perform additional work relating to this matter for you in the future, and if our firm agrees to perform such work, the terms of this letter will apply unless a different arrangement is entered into.

It is anticipated that if bonds are to be issued, a separate engagement will be entered into relating to our services as bond counsel to the County Commission for such issue.

3. CLIENT DUTIES

You agree to be truthful with us, to cooperate, to undertake reasonable means to provide complete and accurate documents and information which may be requested in relation to this matter, to keep us informed of developments and to abide by this Agreement.

4. STAFFING, LEGAL FEES, BILLING PRACTICES

Tom Aman and Jason Turner will be the attorneys primarily responsible for the work we will perform for you in this matter. We may utilize the services of other attorneys, law clerks and legal assistants to assist as necessary to efficiently handle your work and to meet time deadlines.

All fees and expenses which we incur in this matter will either be paid from proceeds of the County Commission's Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable, dated August 11, 2023 issued in the aggregate principal amount of $6,422,000 (the "Series 2021 B Bonds") or from future obligations issued by the County Commission for the Combined TIF District (collectively, the Bonds").

The County Commission agrees to pay by the hour, solely from the sources and in the manner stated above, for time spent on this matter by our legal personnel. Our billing rates vary with the experience and skill of the attorney or legal personnel rendering the service. For this matter our hourly billing rates will be as follows: $365 Tom Aman, Jason Turner and other Members of our firm; $325 for Of Counsels with our firm and $265 for Associates of our firm. These rates represent a significant discount for our Member and Of Counsel standard rates due to our longstanding relationship with the County Commission. In order to minimize fees and expenses, while still providing high quality counsel, we may assign other lawyers or paralegals to work on various aspects of this matter.

We charge for our time in minimum units of 1/4 hours. We will charge for the time we spend on telephone calls relating to this matter, including calls with you and others relating to this matter. The legal personnel assigned to your matter may confer among themselves on the matter, as required. When they do confer, each person will charge for the time expended.

We normally adjust our billing rates annually on or about January 1, and we reserve the right to annually adjust our billing rates if this matter continues into another calendar year.

5. COSTS AND OTHER CHARGES

We will incur various costs and expenses in performing legal services under this Agreement. The County Commission agrees, in the manner stated hereinabove, to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include, but are not necessarily limited to, legal publication costs, photocopy and reproduction costs, long distance telephone calls, messenger and other delivery fees, faxes, postage, parking and other travel expenses, clerical staff overtime, charges for computer research time and other similar items. The costs set forth on the attached Cost Information Sheet will be charged for the identified items and any other costs and disbursements, such as filing fees, meals, and similar costs, will be billed at their actual direct cost. The County Commission agrees to pay, in the manner stated hereinabove, for transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

6. BILLING STATEMENTS

We will either submit detailed monthly billing statements to the Developer for the services and expenses contemplated herein or will submit such statements periodically upon the completion of significant milestones associated with the scope of work. These invoices will be payable solely from the proceeds of the Bonds as herein described.

7. DISCHARGE AND WITHDRAWAL

You may discharge us at any time, in which case the County Commission and Developer agree to honor our invoices for fees and expenses incurred for all work performed in the manner stated hereinabove. We may withdraw with your consent or for good cause. "Good cause" includes your breach of this Agreement, your refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation either unlawful or unethical.

8. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the expected outcome of your matter are expressions of our opinion only based on the presently known facts and circumstances.

9. EFFECTIVE DATE

The effective date of this Agreement will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only.

We look forward to working with you. If these terms are acceptable to you please sign this letter and return to me keeping a copy for your file. If you have any questions about this letter or our representation, please call or write me.

STEPTOE & JOHNSON PLLC

By: _____
A Member

ACCEPTED AND APPROVED:

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Date: _____

HIGH TECH CORRIDOR DEVELOPMENT, LLC

By: _____
Name: H. Wood Thrasher
Title: Manager

Date: _____

STEPTOE & JOHNSON PLLC

COST INFORMATION SHEET 2024

(a) Copies - $0.25 per page

(b) In-house scanning - $0.10 per page

(c) In-house couriers - based on time, plus mileage

(d) Legal research - based on inquiry complexity

(e) Auto travel - IRS business mileage rate ($0.67 per mile)

STEPTOE &JOHNSON PLLC

www.steptoe-johnson.com
Revised 4/13/21

Standard Terms of Engagement for Legal Services

This statement accompanies our engagement letter and sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by our engagement letter or by other mutual written agreement, these terms will be an integral part of our agreement with you.

Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file along with the engagement letter.

STEPTOE &JOHNSON PLLC

Identity of Clients-Scope of Work

We represent only the person or persons identified as clients in our engagement letter. We do not, for the matters described in the engagement letter, represent anyone else, including any relatives, affiliates, officers or employees of the identified client or clients.

Our legal representation is limited to the performance of the services described in the engagement letter and does not include representation beyond the scope described or in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

If you have any questions about the limits of our representation or the scope of our services, please contact us and your questions will be answered promptly.

Our representation of you will commence when we receive from you an executed copy of the engagement letter and any advance payment described therein.

To the extent that the terms of this statement and the terms of our engagement letter may be inconsistent, the terms of the engagement letter shall control.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time.

Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Whenever practicable, we will advise you of the names of those lawyers and legal assistants who work on your matters. If required by you, our engagement letter will identify your specific procedures regarding staffing, as well as billing and other matters.

How Fees Are Set

In most instances, our fees are based on our hourly rates. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), correspondence, email communication, negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related work. We typically record our time in units of quarter hours, but this practice may vary depending upon your requirements. In such instances, it will be addressed in the terms of our engagement letter.

The hourly rates of our lawyers and legal assistants vary based upon a number of factors, including the experience, reputation and expertise of the person performing the services as well as the difficulty, novelty, or complexity of the issues presented. These rates are usually adjusted annually to reflect current levels of legal experience, changes in our costs, and other factors, subject to the terms of any specific arrangement with you.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will, when asked, furnish such an estimate based upon our professional judgment but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote you a fixed fee. In such situations, the fixed fee arrangement will be expressed in the engagement letter setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we may, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement will be set forth in the engagement letter.

Additional Charges

Typically, we will charge our clients not only for legal services rendered but also for costs incurred in providing these services.

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18778922.1

Examples include charges for long-distance telephone calls, travel and lodging expenses, courier services, computerized research, and the use of our facsimile, photocopy and printing machines. We attempt to bill you for our actual out-of-pocket costs incurred, but for some items, the true cost incurred is difficult to establish. We would be pleased to discuss with you the specific schedule for these costs and to answer any questions that you may have. If you would prefer, in some situations we can arrange for certain of these services to be provided by third parties with direct billing to you.

It may become necessary to hire expert witnesses, consultants or investigators in connection with your representation. We will not hire such persons unless you agree to pay for their fees and charges. We will not select any expert witnesses, consultants or investigators until we consult with you.

Advance Deposits by Clients

Clients are commonly asked to make an advance deposit of funds with the firm. If you do deposit funds with us, you are deemed to have granted to us a security interest in the funds. These funds may be credited against your account and held by us as security for your past, present and future obligations to us. In some instances, we will apply these funds to satisfy your monthly invoices as they are billed, and in other instances we may apply these funds against your invoice only if payment is not made within thirty (30) days of our invoice. The specific manner in which your deposit will be handled will be addressed in the engagement letter. You agree that if requested, you will replenish these funds to the original balance and will increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these funds remaining at the time our representation terminates and all of our invoices have been paid, the balance will be returned to you.

Disputes Resolved by Arbitration

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with our chief executive officer. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Depending upon the rules of the applicable jurisdiction, you may also have the right to seek mediation or arbitration regarding such dispute under supervision of the state bar association. We agree to participate fully in that process, if applicable.

Bill Arrangements & Terms of Payment

Unless otherwise stated in the engagement letter, we will bill monthly. All invoices are due within 30 days of their date. We reserve the right to assess a late fee of 1.5% per month on all amounts unpaid for more than sixty (60) days from the date of billing, as well as the right to suspend or terminate services on account of nonpayment, subject to the limitations of applicable bar rules. Our policy is to discontinue service if invoices remain unpaid for more than ninety (90) days.

Escrow Deposits

We typically do not serve as escrow agent for client funds. In those instances where we do, and it is not required that we establish a separate escrow account for the funds received, the funds will be placed in our agency account for your benefit. Depending upon the rules of the applicable jurisdiction, your deposit may be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Again, depending upon the rules of the applicable jurisdiction, interest earned on the pooled account may be payable to a charitable foundation established for such purpose. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Attorney-Client Privilege

The attorney-client privilege is an important subject that we raise with our clients at the outset of a new representation. As a matter of professional responsibility, we are required to preserve the confidence of our clients. The professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including employees or representatives of the client not necessary to the effective representation of the client.

We should discuss in advance any intention on your part to include others in our confidential relationship.

Termination of Representation

Disposition of Documents

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs incurred before termination, as well as your responsibility for payment of legal services and costs incurred in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal, or, if required, our intent to seek court approval of our withdrawal.

Unless previously terminated, our representation will terminate upon the conclusion of our work for you on the matter or matters for which we have been engaged, but in no event later than our sending to you our final invoice for services rendered with respect to such matter or matters. If a period of 90 days passes in which we perform no service for you, we will consider our engagement terminated unless the circumstances indicate that our representation is ongoing.

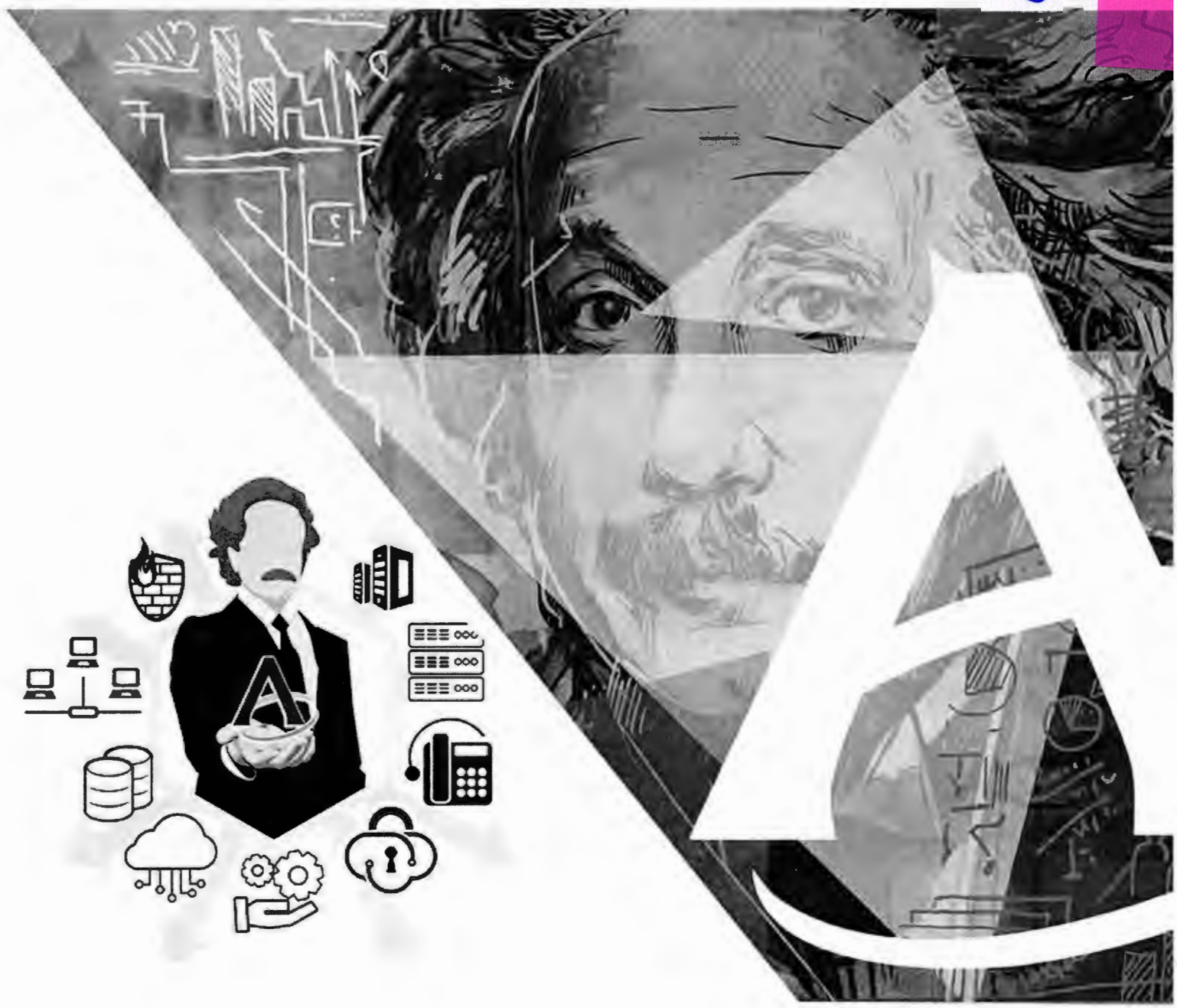
Upon termination of our representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by us and destroyed in accordance with our retention policy. We will not provide further notice of our intended destruction of these documents unless requested. At our discretion, we may retain the files in either hard copy or electronic form. If you object to our retaining files in electronic form, we should be so advised prior to the termination of our engagement. During the time we retain your files, you may request that we assemble and return to you those files to which you are entitled. Our own files pertaining to the matter will be retained by the firm.

These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, and internal memoranda, prepared by or for the internal use of lawyers. These documents will be retained by us following the termination of the engagement for such period as we deem appropriate.

After completion of the matter for which we have been engaged, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from such prior representation, we have no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities

You agree to pay our invoices for services and costs incurred as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed and provide us with all information known or available to you relevant to our representation. Because it is important that we be able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.



Verkada Cameras Parks & Rec

Advantage.Tech

Quote # BRIDGE-024508
Version 3

PREPARED FOR

Harrison County Commission
Charlie Curkendall
ccurkendall@harrisoncountywv.com

PREPARED BY

Bridgeport
Patrick Marozzi
pmarozzi@advantage.tech

Advantage.Tech

1509 Johnson Ave
Bridgeport, West Virginia 26330
www.advantage.tech
304-848-3159

Hardware

Description	Price	Qty	Ext. Price
CB51-E Outdoor Bullet Camera, 128GB, 30 Days Max	$576.06	8	$4,608.48
CD42 Indoor Dome Camera, 256GB, 30 Days Max	$705.18	1	$705.18
		Subtotal:	$5,313.66

Software

Description	Price	Qty	Ext. Price
10-Year Camera License	$1,269.88	9	$11,428.92
		Subtotal:	$11,428.92

Advantage.Tech

1509 Johnson Ave
Bridgeport, West Virginia 26330
www.advantage.tech
304-848-3159

Verkada Cameras Parks & Rec

Quote Information:

Quote #: BRIDGE-024508

Version: 3
Delivery Date: 01/10/2024
Expiration Date: 01/31/2024

Prepared for:

Harrison County Commission

301 W. Main Street
Clarksburg, WV 26301
Charlie Curkendall
(304) 624-8500
ccurkendall@harrisoncountywv.com

Prepared by:



Bridgeport

Patrick Marozzi
304-848-3159
Fax 304-720-1423
pmarozzi@advantage.tech

Quote Summary

Description	Amount
Hardware	$5,313.66
Software	$11,428.92
Subtotal:	$16,742.58
Shipping:	$68.00
Total:	$16,810.58

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
All orders that contain hardware require a 50% downpayment.

Bridgeport

Signature: _____

Name: Patrick Marozzi

Title: Regional Manager - Bridgeport

Date: 01/10/2024

Harrison County Commission

Signature: _____

Name: Charlie Curkendall

Date: _____

A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, January 17, 2024, through Tuesday, January 23, 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 17, 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, **SARAH ROGERS** was appointed and qualified as ADMINISTRATOR of the estate of **COLIN LOCKHART ROGERS**, deceased. Bond was 92,200.00.

On, Thursday, January 18, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **NORMA L KNIGHT**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

A duly exemplified copy of the last will and testament of **SHIRLEY A ESKEW**, deceased, late a resident of WASHINGTON, PENNSYLVANIA, was admitted to record.

On, Monday, January 22, 2024, the following matters were disposed of in the presence of the Clerk:

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

AMY L TODD, who was named in the last will and testament of **BRENDA BRYAN**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

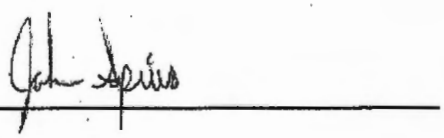
The last will and testament of **PATTY LOVOND LAYFIELD**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

STEPHANIE HAMILTON, who was named in the last will and testament of **PATTY LOVOND LAYFIELD**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, January 23, 2024, the following matters were disposed of in the presence of the Clerk:

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

ZACHARY R PRESTON, who was named in the last will and testament of **LEONARD STEPHEN PRESTON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.



Wednesday, January 31, 2024

John R Spires
Clerk of the Harrison County Commission

Confirmed

C-1

Greater Harrison County
Public Service District

PO Box 190
West Milford, WV
26451

Phone: 304-745-3463
Fax: 304-745-5327

www.greaterharrison.com

At the regular meeting of Greater Harrison County PSD held on Thursday December 21, 2023, Chairman James Scudere, Treasurer Ruth Ann Messenger, Member Thomas Michael and Gary Auvil were present. Also present were Bill Hoover, General Manager, Matt Evans, Assistant Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering and Sam Harrold of Mountain State Law.

1. Minutes and/or Amended Minutes of Previous Meeting: Gary Auvil moved to approve minutes. Board concurred.
2. Public Comment Period: No one present
3. Patrick Lesmann – P&B Services provided by Bill Hoover
   General update –All operating well. Boothsville also operating well other than generator still having issues.
4. Zack Dobbins – Bennett and Dobbins
   4.1 Drawdown #4 for Rt. 20 Quiet Dell presented. Michael moved to approve as presented. Board concurred.
   Dual authorizing resolution for Woodstock Heights presented. Michael moved to approve as presented. Board concurred.
5. Finance Report provided by Ruth Ann Messenger
   Michael moved to approve financial transactions. Board concurred. Zack Dobbins provided detail on expenses.
6. Thrasher Group, Inc.
   6.1 Sewer
   6.1.a Phase II
   - Working on getting permission to vendor bid the sludge press.

   6.1.b Enterprise Project
   - Working through the construction close out. Have had more calls the past month on tap locations.

   6.1.c Quiet Dell
   - Information sent to vendors and suppliers. Road is laid out and graded. Information provided to the right-of-way agent. I & I scheduled to go out tomorrow.

   6.1.d Woodstock Heights Sanitary Sewer Extension Project
   - Plans, specs and engineering agreement has been approved. The administrator sent a list of items needed.

   6.1.e 10-year plan Sewer
   - Nothing new presented. Will review around mid-year.

   6.1.f River Crossings
   - Held first call with EPA. Working through steps to get funds cleared.
   - Engineering Amendment #1 – all additional services with River Crossings presented. Michael moved to approve as presented. Board concurred.

   6.2 Water
   6.2.a Overall Water Project
   - Working through design.

   6.2.b Buffalo Lake Road Water Line Extension
   - Still waiting on reply from AML, historically slow.

   6.2.c 10-year Plan Water
   - Nothing new presented.
7. Bill Hoover – General Manager

7.1 Water

7.1.a Water loss overall 25%, VGH 19%, LCMC 50% and QD 18%. Coon's Run water loss was at 28%. Detail provided on LCMC water loss with regards to Clarksburg water lack of billing.

7.1.b Water Leak Report – Lost Creek/Mount Clare repaired 3 main and 3 service lines. Valley of Good Hope repaired 1 main and 1 service line. Quiet Dell we had zero leaks on this bill cycle.

7.1.c Three water taps set this month. Weather hasn't been a problem yet.

7.2 Sewer

7.2.a General Update – Mr. Cutlip has agreed to take our offer in removing late fees – on Enterprise system.

7.2.b Advertisement for administration for sewer river crossing. Scudere motioned to advertise for administration for sewer river crossing. Board concurred.

7.3 Good of the District

7.3.a Unit #2 crane truck which has recently been replaced; inquired if it can be sold or donated. Michael motioned if value is less that $1,000 truck can be donated. Board concurred.

8. Sam Harold – Mountain State Law

8.1 Requested executive session

9. Executive Session

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

Michael moved to adjourn meeting. Board concurred.

Chairman James Scudere
James Scudere

Treasurer Ruth Ann Messenger
Ruth Ann Messenger

Secretary Raymond M Leonard
Mark Leonard

Member Thomas Michael
Thomas Michael

Member Gary Auvil
Gary Auvil

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