Wednesday, February 21, 2024
9:00 A.M.

The Harrison County General Services Building 229 South Third St. you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting
****
https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 26301

Appointments:
9:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

NEW BUSINESS – Action Items for Consideration or Approval:

1. Public Comment Period
2. Consent Agenda
3. Payroll Change Notices: (NONE)
4. Minutes and /or Amended Minutes of Previous Meeting:
   A. Board of Review and Equalization Minutes --- 01-31-2024
5. Requisitions --- Purchase Orders --- Invoices
   A. Vendor List of Payments
6. Review – Discuss – Consider State Tax Department Application for Relief from Erroneous – Assessment
7. Review - Discuss - Consider status of CSX transaction, among other considerations of rail trail capping plan/program --- (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)
8. Review – Discuss – Consider A Resolution Authorizing the acceptance of funds from the WV Department of Environmental Protection FY 2024 DLAP Project Grant
9. Review – Discuss – Consider A Resolution Authorizing the application for Harrison County Emergency Management Performance Grant
10. Review – Discuss – Consider MOU for Elections between the Harrison County Commission and the City of Shinnston
11. Review – Discuss – Consider Awarding Aerial Photography Bid

12. Review – Discuss – Consider Supporting Board of Education Program Gamechanger with Opioid Funds
13. Review - Discuss - Consider Summit Park lease agreement for WVGS (West Virginia Girls Softball)
    - Exhibit A --- Original Lease
    - Exhibit B --- Option 1 Edits
    - Exhibit C --- Option 2 Edits
14. Administrator's Report
15. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 02-07-2024 thru 02-13-2024
B. Monthly Fiduciary Commission Settlements: (NONE)
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. Final Report --- Special Funding --- DAR Daniel Davisson Chapter
    2. WVU Extension Service Homespun News
    3. Greater Harrison PSD --- Financials 01-01-2024 – 01-31-2024
    4. Greater Harrison PSD --- Meeting Agenda --- 02-15-2024
    5. Harrison / Taylor 911 Advisory Board Meeting Agenda --- 01-202-2024
    6. Harrison / Taylor 911 Meeting Minutes --- 11-21-2023

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

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

T- 2. Region 4 Local Governance Structure – Appointment of a representative to committee (02-14-2024)

4-A

Wednesday January 31, 2024

The Commission sat as a Board of Review and Equalization

Commissioners Susan Thomas and David Hinkle were present. Commissioner Patsy Trecost II was present by phone. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator.

Commissioner Thomas opened the meeting.

Rocky Romano, Allen Ferree, Steve Hathaway and Daniel Wilson were present from the Assessor's Office. No one was scheduled to appear. Commissioner Thomas moved to recess the Board of Review and Equalization and reconvene on Monday February 5, 2024 at 10:00am. Commission concurred.

_____ _____

Susan Thomas, President Date

_____ _____

David Hinkle, Commissioner Date

_____ _____

Patsy Trecost II, Commissioner Date

5-A

Date of Meeting	February 21, 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	Other as Needed
Commission	UniFirst	Carpet Runner Rental	$252.07						
Commission	Xerox	Copier Rental	$361.23						
Commission	Mon Power	Service	$24,501.69						
Commission	Pace Shredding	Paper Shredding	$171.00						
Commission	MVB Bank	609 W. Main St. Payment	$6,222.12						
Commission	Harrison County Bank	Airport Property Payment	$34,395.48						
Commission	U S Cellular	Modem & Tablet	$5,090.10						
Commission	Hart Office Solution	Copier Rental	$532.73						
Commission	Frontier	Service	$22.16						
Commission	WV Fitness 24	Employee Wellness	$1,376.00						
Commission	Statewide Ford	2023 Ford K9 Unit	$62,727.00						
Commission	Truist Bank	Various Supplies	$2,315.06						
Commission	Truist Bank	Various Supplies	$907.14						
Prosecuting Attorney	Truist Bank	Various Supplies	$1,359.38						
Prosecuting Attorney	WV Association of Counties	2024 Conference	$470.00						
Prosecuting Attorney	Rachel Romano	Mileage Reimbursement	$163.75						
Johnny Davis	Amazon.com	Laptop Battery	$40.12						
Johnny Davis	Amazon.com	Workstation	$1,119.17						
Johnny Davis	Amazon.com	Web Cameras	$39.99						
Johnny Davis	Amazon.com	Computers	$3,898.15						
Community Corrections	U S Bank	Supplies				$261.70			
Community Corrections	Lowes	Supplies				$652.65			
Community Corrections	Mountainside Medixal	Supplies				$1,380.00			
Maintenance	George Wilson	Supplies	$45.00						
Maintenance	Global Industrial	Enclosed Bulletin Board	$225.94						
911	Charles Pointe	Dues		$894.40					
911	Frontier	Service		$5,027.44					
911	Mon Power	Service		$188.60					
Process Server	5kasiks Cleaners	Dry Cleaning	$177.60						
Process Server	U S Cellular	Cellular Account Service	$177.56						
Circuit Clerk	Hart Office Solutions	Supplies	$58.50						
Circuit Clerk	WV Associations of Counties	2024 Conference	$705.00						
Animal Control	A-1 Exterminating Co	Pest Control			$50.00				
Animal Control	Lowe's	Supplies			$478.68				
Animal Control	Truist Bank	Supplies			$2,357.68				
Security	The Water Shop	Water			$64.00				
Security	5kasiks Cleaners	Dry Cleaning			$268.90				
Law Enforcement	Truist Bank	Supplies							$59.16
Law Enforcement	Truist Bank	Supplies	$55.68						

Date of Meeting	February 21, 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	Other as Needed
Law Enforcement	Truist Bank	Meals, Travel	$574.90						
Law Enforcement	Trapuzzano's	Uniform Supplies	$1,052.61						
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	$125.91						
Law Enforcement	Relentless LLC	Training	$699.00						
Law Enforcement	WV Paging	Pager	$7.00						
Law Enforcement	Skasiks Cleaners	Dry Cleaning	$1,200.20						
Law Enforcement	Continential Coffee	Supplies	$106.85						
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	$139.50						
Planning	Truist Bank	Training	$180.00						
Park & Rec	Sandy's	Supplies			$19.01				
Park & Rec	U S Bank	Supplies			$17.96				
Park & Rec	Charger Communications	Phone			$444.89				
Park & Rec	First Citizens Bank	Copier Rental			$172.00				
Park & Rec	UniFirst	Carpet Runner Rental			$47.16				
Park & Rec	Mon Power	Service			$6.85				
Park & Rec	U S Bank	Supplies			$296.14				
Park & Rec	Mon Power	Service			$51.37				
WVU Extension	Jennifer Friend	Travel Reimbursement	$93.73						
County Clerk	Meadowbrook Mall Co	Early Voting Lease	$907.43						
County Clerk	ES & S Election Systems	Annual Maintenancr	$16,092.75						
County Clerk	WV Association of Counties	2024 Conference	$235.00						
			$168,824.50	$6,110.44	$4,274.64	$2,294.35	$0.00	$0.00	$59.16
					Grand Total :	$181,563.09			

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

6

Larry Pack
Acting Secretary of Revenue

Matthew Irby
State Tax Commissioner

STATE TAX DEPARTMENT

TO: Harrison County Commission

CC: Joseph "Rocky" Romano, Harrison County Assessor

FROM: Deanna Sheets, Property Tax Director

RE: Application for Relief from Erroneous Assessment

DATE: February 7, 2024

W.Va. Code §11-3-27 requires that, upon discovery of a clerical error, the Tax Commissioner raises the error with an affected county's County Commision. The Tax Commissioner hereby is submitting this Application for Relief from Erroneous Assessment to Harrison County. Included in this application is an explanation of the clerical error and a file summarizing the tax impact and containing all affected taxpayers' information. Upon receipt and pursuant to §11-3-27, this Application shall take precedence over all other business before the Commission.

There was a clerical error in a piece of the calculation formula for first year wells in the prior year that was not discovered until after the books had been closed.

1. **What was the testing process of the formula before it went into production?** Testing began sometime in September 2022 and was primarily completed by November 2022. The overall system was tested by Tyler Technologies developers, Tax Division programmers, tax audit clerks working in the oil and gas unit of our Property Tax Division, and by county assessors' offices (primarily staff from Kanawha and Harrison counties). This was to ensure the appraisal of oil and gas working interests and royalty interests for successful assessment of real and personal property parcels which would include information from the appraisals. A broad range of test data was used during the testing phase, which included samples with first-year wells. As it was part of an overall IASWorld system ("IAS") rollout along with the implementation of the new calculation engine, testing was handled component by component, and then end to end.

2. **How did we discover it was incorrect in production?** An issue was brought to the Tax Division's attention in late March 2023 in which the Tax Division had to research, identify, and investigate the error. Through this research and investigation of the one issue, the larger clerical error was discovered.

3. **How has it been corrected and have we implemented anything else to ensure this error doesn't occur again?** The clerical error has been corrected and Property Tax has implemented additional checks and balances to ensure formulas are applied correctly to all wells in arriving at appraisal values. The Tax Division's Information Technology programmers developed cross-check calculations that were initially described in a text document and then reviewed by staff for accuracy and completeness of the mathematical operations and the sequence thereof. Next, code developed from this specification was produced in Oracle and produces a complete year by year yield capitalization model. Then, that model was spot checked through the production of a spreadsheet implementation of the same mathematical operations. As a final check, a spreadsheet will be developed containing IAS World system values and test system values with a calculated delta once data becomes available.

On the filing of this Application, the West Virginia Tax Division will serve notice on all affected taxpayers. This notice will include the amount of tax that will impact them individually as well as notice of when the County Commission will be meeting on the application once a hearing date has been set.

If the County Commission decides to approve the Application for Relief from Erroneous Assessment, the clerk shall certify copies of the order to the Auditor, sheriff and assessor, and in the case of real estate, the assessor shall then make a correction in accordance with the certified order in the landbook for 2024 tax year. As the applicant in this case is the state, the order certified to the sheriff shall show the correct amount of taxes due and shall be sufficient to authorize collection. The assessment of corrected values would then be governed by the Sheriff's Office and any other regulations used to collect property tax assessments.

The Tax Division understands that the County Commission may have many questions about this process. Please direct any and all questions to Deanna Sheets (deanna.k.sheets@wv.gov), Director of our Property Tax Division or Frank Capehart (frank.h.capehart@wv.gov), Assistant Director of Property Tax. A West Virginia Tax Division representative will be present virtually for explanation and to answer questions at the County Commission hearing once a date and time have been set.

8

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION FY2024 DLAP PROJECT GRANT ADOPTING ALL TERMS AND CONDITIONS CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT FUNDS TO THE PROJECT.

WHEREAS, the Harrison County Commission recognizes the existence of dilapidated structures within the boundaries of Harrison County, and

WHEREAS, the Harrison County Commission submitted an application to West Virginia Department of Environmental Protection and was awarded grant funds in the amount of $413,500 for the purpose of razing these structures, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing the acceptance of funds from the West Virginia Department of Environmental Protection, FY2024 DLAP Program , and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the West Virginia Department of Environmental Protection, and

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

1. The Harrison County Commission authorizes the acceptance of funds from the West Virginia Department of Environmental Protection; for $413,500 and agrees to comply with all federal, state, and local laws.

2. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the West Virginia Department of Environmental Protection.

3. The Harrison County Commission has no required match for the program.

PASSED by the Harrison County Commission on this the 21st day of February 2024.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

9

A RESOLUTION AUTHORIZING THE APPLICATION FOR HARRISON COUNTY EMERGENCY MANAGEMENT PERFORMANCE GRANT; ADOPTING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED IN SAID APPLICATION; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM; COMMITTING FUNDS TO THE PROJECT

WHEREAS, the Harrison County Commission wishes to participate in the Emergency Management Performance Grant, and

WHEREAS, the development and maintenance of an emergency management program is important to Harrison County and

WHEREAS, the Harrison County Commission has determined that this project is eligible for funding from the West Virginia Division of Homeland Security and Emergency Management, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the acceptance of the funds for the Emergency Management Performance Grant Program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said Emergency Management Performance Grant, and

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

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

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

1. The Harrison County Commission authorizes the application of the Harrison County Emergency Management Performance Grant in the amount of $102,681.35.

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

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

PASSED by the Harrison County Commission on this the 21st day of February 2024.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

10

MEMORANDUM OF UNDERSTANDING REGARDING ADMINISTRATION OF CITY OF SHINNSTON, WEST VIRGINIA ELECTIONS BY THE COUNTY COMMISSION OF HARRISON COUNTY

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

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

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

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

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

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

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

THEREFORE, the Parties hereto agree to the following:

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The County Board of Canvassers shall superintend and conduct the Canvass for all elections, including Municipal elections held concurrently with the regularly scheduled statewide

primary or general elections, or both as agreed in this MOU, and shall declare and certify the results of said election(s) as provided by law.

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

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

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

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

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

CITY OF SHINNSTON	HARRISON COUNTY COMMISSION
_____	_____
By: Tori Drainer	By: Susan Thomas
Its: City Manager	Commission President
Dated:_____	Dated:_____

13-A

LEASE AGREEMENT BETWEEN THE HARRISON COUNTY COMMISSION, WEST VIRGINIA AND WEST VIRGINIA GIRLS SOFTBALL LEAGUE, A NON-PROFIT 501(c)(3) ENTITY (SUMMIT PARK RECREATION FACILITY)

For and in consideration of the mutual promises and agreements contained herein, the **HARRISON COUNTY COMMISSION, WEST VIRGINIA**, ("Commission"), a public entity, agrees to lease to **WEST VIRGINIA GIRLS SOFTBALL LEAGUE**, ("Lessee"), a Non-Profit West Virginia based 501(c)(3), organized under the laws of the State of West Virginia, a specified area to operate a youth softball and recreational program, subject to the following terms and conditions:

1. Consideration. The Commission hereby leases to Lessee the below described premises ("Premises") for the sum of One Dollar ($1.00) and other good and valuable consideration, including but not limited to, maintenance of general grounds, administration of a youth softball program available and open to the citizens of Harrison County, and surrounding communities, and payment of all utility bills.

2. Term and Renewal. The term of this Agreement is from _____ _____("Effective Date") to _____, and shall automatically renew each year unless written notice is delivered to the other party more than thirty (30) days prior to the end of any annual term. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.

3. Premises. The Premises leased by the Commission to Lessee are legally described as follows:

BOOK	1607
LOC2	Coal District, Harrison County
PAGE	0973
LEGAL1	5 Parcels arcels (as described in Deed) near Murphy's Run
LEGAL2	Lot Nos. 10, 11, 12, 13, 14, 15 ,16, 17 and 18 as laid down upon the "Map of Fred N. Wilkinson's Third Addition to Despard, Coal District, Harrison County, West Virginia." Lot Nos. 3, 4, 5, 6, 7, and 8, Wilkinson Addition, Colombia Mines, Coal District, Harrison County, West Virginia An additional 6.35 acre tract near the waters of Murphy's Run
COMMON NAME/DESCRIPTION	Summit Park Recreation Facility – To Be Used Exclusively As A Ball Field And Park Area For Community and County Residents

4. Use of Premises by Lessee. Lessee shall have priority use of the Premises from _____ _____to _____for operating a youth softball program. Priority Use means that Lessee may occupy the Premises between those dates to the degree necessary to operate a youth softball program. The Lessee shall have priority to enter into a new or modified agreement at or before expiration.

5. Use of Premises by Others. The parties understand and acknowledge that all of the Premises is designated for outdoor public recreation. Scheduling for the softball fields and related facilities shall be made through the League President or Field Coordinator. Lessee shall allow other persons or organizations to use the Premises if the Premises are not in bona fide use by the Lessee, and Lessee may require that such use by others shall be consistent with the normal usage of said Premises based on a fee imposed by Lessee, not less than $25.00 per day, but not to exceed $200.00 per day, (sub-lease). Scheduling of property use will be provided to the Commission as normally as possible.

6. Lessee agrees to surrender the Premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities or for any other purpose which Commission believes is necessary or important with just cause. Lessee further agrees to abandon the Premises, or a part thereof, in the event the demand is made by the United States government, or Lessee or Commission is ordered to do so by an order of any Court.

7. Use by the Commission. Lessee agrees that the Commission may use the Premises when the same is not required for use by Lessee, and such use by the Commission shall be consistent with the normal usage of said premises. Commission agrees that it will restore and/or contribute to the maintenance of the Premises consistent with its use by the Commission. If the Commission uses the Premises under this Section, it agrees to leave the Premises in substantially the same condition. For purposes of this Section, Commission use shall mean organized activities conducted or sponsored by the Commission. In addition to the provisions in Section 5, Lessee agrees to allow other persons or organizations to use the Premises at the Commission's direction, subject to reasonable terms and conditions, for public recreation purposes. If other persons or organizations use the Premises, Lessee may be compensated for use of the Premises and/or offered the opportunity to work on the event and earn compensation for its program. Both parties agree that Lessee shall participate in the local organizing committee, if any, that is charged with reviewing and fully considering any proposals for use of the Premises by others.

8. Lessee Obligations.

8.A. Change of Contacts and Officers. Lessee agrees to provide the Commission with accurate contact information for officers of Lessee, no later than 30 days after officer elections. Lessee has a continuing obligation to ensure that Commission has accurate contact information for Lessee and to notify Commission of any officer changes within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Lessee.

8.B. Changes to the Premises. No construction or installation of any improvements to the Premises shall occur until the Commission has given prior written approval to the proposed

construction. Lessee shall promptly notify the Commission of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such construction unless and until it receives approval from the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

9. Maintenance. – Lessee Responsibilities.

i. Property Damage. Lessee agrees to repair or replace any property damaged, either willfully or accidentally, by its members or invitees which occurs to the Premises. Lessee is entitled to recover costs for damages or to require repairs for damages or improper maintenance that occurs while the Premises is used and controlled by others, including those enumerated in Sections 6 and 7 of this Agreement.

ii. Trash and Recycling. Lessee agrees to be responsible for policing the Premises and picking up and making ready for collection all trash, recyclables, debris, and waste material of every, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. Lessee also agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal. Lessee agrees that it will not place yard waste or building materials in trash receptacles. Lessee agrees to promote and encourage recycling throughout the Premises. To avoid the public's misuse of trash and recycling receptacles during the offseason, Lessee agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public, within fourteen days of the end of the season.

iii. Game Days. Lessee is responsible for preparation of the playing fields prior to all scheduled game days.

iv. Grass and Weeds. Lessee shall mow any grass areas within the Premises on a substantially weekly basis. Lessee shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence. If the Premises includes other exterior fences around a portion or all of the Premises, Lessee shall control grass/weeds in such fence lines and eight (8) feet outside of the fence. The obligations in this Section do not apply if the Commission is maintaining a portion of the Premises pursuant to Section 9.

v. If Lessee fails to mow the grass or control weeds and grass within the fence lines as required by this section, the Commission may mow the areas, (1) determines the need for mowing; (2) gives Lessee three (3) days' notice of his intent to do so if Lessee fails to mow; and (3) determines it has the available manpower and equipment to perform the mowing. Should the Commission not have the available personnel and equipment, all attempts to work with Leese will be exhausted. Lessee agrees to promptly notify in writing to the Commission if it observes any needed maintenance to sidewalks, parking areas, trees or other items that the Commission is obligated to maintain under Section 9 or any items

other than those which the Lessee is obligated to maintain. Lessee may provide the written notification by e-mail to the Commission.

vi. Structures and Buildings. Lessee is responsible for all maintenance and repair of structures and buildings on the Premises. This responsibility includes, but is not limited to, painting and staining the structures and buildings and maintaining/repairing siding, fascia, soffits, plumbing, flush valves, drinking fountains, water heaters, and other fixtures as applicable.

vii. Winterization. Lessee shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season ensure proper winterization at the end of the season.

10. Construction. Under no circumstances may Lessee construct an enclosed structure on the Premises that prevents part or all the Premises from use for outdoor public recreation without approval of the Commission. With prior written approval of the plans by the Commission, or his/her designee, Lessee may construct accessory and customarily incidental improvements to the Premises. Any construction or installation of any improvements shall be in conformity with the regulatory codes of the Commission, including any construction within the floodplain or floodway, and subject to the prior written approval of the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

11. Fees Charged to the Public. Lessee agrees that all fees charged by Lessee to the public for entrance, use, or access to the Premises shall be competitive with fees charged by similar public facilities and recreational leagues. Commission shall have the right to request information related to fees charged by Lessee to the public for access or use of the facilities and to request information from Lessee that support the competitiveness of any such fees with similar private and public facilities. Upon receipt of such a request, Lessee shall timely provide the requested information. If Commission determines that the fees are not in compliance with this Section, then Lessee shall adjust its fees in accordance with the Commission's direction.

12. Non-Discrimination. The parties agree that Lessee shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, Lessee certifies that it complies, and will continue to comply, with this nondiscrimination requirement. The parties agree that signs posted in visible public areas on the Premises will indicate that use of the Premises complies with these nondiscrimination requirements. The parties agree that any statements in literature, advertising, and public information by Lessee or Commission about the Premises will state compliance with these nondiscrimination requirements.

13. Assignment or Subletting. This Agreement shall not be assigned, nor the Premises subleased, by Lessee except on written consent and approval of the Commission. The fee(s) or payment(s)

charged by Lessee for any assignment or sublease shall be limited in value to the cost to Lessee for utilities and maintenance, as applicable, of the Premises. All such requests for approval shall include a copy of the assignment/sublease and all relevant information, including any payment made as part of the sublease. Commission reserves the right to withhold consent for any such assignment or sublease, or to negotiate further with Lessee and with intended assignee/sublessee about rights the Premises, or to enter into a separate Agreement with assignee/sublessee and/or Lessee about the intended assignment or sublease of all or a portion of the Premises.

14. Expense. Commission shall assume no expenses because of this Agreement or any of the operations of Lessee except for those expenses generated because of Commission's own use as referenced above. Lessee agrees to pay its own administration expenses, including but not limited to, lights and electric, grounds crew, office supplies, miscellaneous equipment, and secretarial fees. Commission agrees to continue to provide all water services. Lessee agrees that the electric utilities will be metered in the name of and billed directly to Lessee and that all expenses incurred by it shall be paid within forty-five (45) days of due date. Unless otherwise agreed to by Commission, Lessee agrees to provide all funds and resources for use and maintenance of the Premises discussed in this Agreement. All costs expected and unexpected will be paid by Lessee unless other arrangements are made with the Commission. If Lessee makes any improvements to the Premises that are paid for with public funds, Lessee shall comply with applicable bid laws.

15. Termination of Agreement. Commission reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate but is under no obligation to do so. If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate, and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If Lessee changes the character of its operation significantly from that of a nonprofit corporation, then this Agreement shall terminate, and Lessee shall have no further rights hereunder.

16. Liability. Lessee agrees that the Commission shall be held harmless from all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee, its directors and members from claims arising from the use of others as discussed in this Agreement. Lessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage and Lessee agrees that Commission shall be an additional, named insured/loss payee on said policy. Said insurance policy shall further have limits of not less than One Million Dollars ($1,000,000.00) per person, and not less than One Million Dollars ($1,000,000.00) per accident/injury, and in which property damage liability/coverage shall not be less than Two

Hundred Fifty Thousand Dollars ($250,000.00). Finally, Commission shall be provided a copy of said insurance policy and shall keep a copy on file.

17. Concession, Advertising, and Naming Rights. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee shall have the right to sell advertising space on the inside of the Premises boundaries, and all revenue derived from concessions and advertising shall belong to Lessee. Lessee also agrees to be responsible for cleaning and maintaining the concession area, including restrooms. Lessee and Commission shall jointly hold all naming rights for the facilities and Premises, and any naming of fields, buildings, improvements or areas shall be by agreement of the parties, with the express, written consent of the Commission.

18. Commission Authority. All matters pertaining to the terms of this Agreement shall be subject to the powers of the Commission and its designated authorized agents consistent with the laws of the State of West Virginia.

19. Relationship Between the Parties. This Agreement does not create any employee/employer relationship between the Commission and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and Commission, and no agent of Lessee shall be the agent of Commission. Lessee 9 covenants that it will not take any action in the name of, or by holding itself out as the agent of, the Commission.

20. Integration. The parties agree that this Agreement, along with any attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

21. Savings Clause. Should any of portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.

22. Choice of Law. This Agreement shall be governed by the laws of the State of West Virginia, and any action to enforce the terms of this Agreement shall be venue in the 14th Judicial Circuit, Harrison County, West Virginia.

23. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Amendments. This Agreement may only be amended by a written document duly executed by both parties, in good faith. At the time, any amendment, or modified agreement will replace this agreement as agreed upon by both parties, and be provide in writing to the Commission and Board of Directors for the Lessee.

25. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

LESSOR:

_____

Harrison County Commission, West Virginia

By: _____

Its: _____

Dated: _____

LESSEE:

_____

West Virginia Girls Softball League, a 501(c)(3)

By: _____

Its: _____

Dated: _____

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

13-B

LEASE AGREEMENT BETWEEN THE HARRISON COUNTY COMMISSION, WEST VIRGINIA AND WEST VIRGINIA GIRLS SOFTBALL LEAGUE, A NON-PROFIT 501(c)(3) ENTITY (SUMMIT PARK RECREATION FACILITY)

For and in consideration of the mutual promises and agreements contained herein, the **HARRISON COUNTY COMMISSION, WEST VIRGINIA**, ("Commission"), a public entity, agrees to lease to **WEST VIRGINIA GIRLS SOFTBALL LEAGUE**, ("Lessee"), a Non-Profit West Virginia based 501(c)(3), organized under the laws of the State of West Virginia, a specified area to operate a youth softball and recreational program, subject to the following terms and conditions:

1. Consideration. The Commission hereby leases to Lessee the below described premises ("Premises") for the sum of One Dollar ($1.00) and other good and valuable consideration, including but not limited to, maintenance of general grounds, administration of a youth softball program available and open to the citizens of Harrison County, and surrounding communities, and payment of all utility bills.

2. Term and Renewal. The term of this Agreement is from _____ _____("Effective Date") to _____, and shall automatically renew each year unless written notice is delivered to the other party more than thirty (30) days prior to the end of any annual term. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.

3. Premises. The Premises leased by the Commission to Lessee are legally described as follows:

BOOK	1607
LOC2	Coal District, Harrison County
PAGE	0973
LEGAL1	5 Parcels arcels (as described in Deed) near Murphy`s Run
LEGAL2	Lot Nos. 10, 11, 12, 13, 14, 15 ,16, 17 and 18 as laid down upon the "Map of Fred N. Wilkinson`s Third Addition to Despard, Coal District, Harrison County, West Virginia."  Lot Nos. 3, 4, 5, 6, 7, and 8, Wilkinson Addition, Colombia Mines, Coal District, Harrison County, West Virginia  An additional 6.35 acre tract near the waters of Murphy`s Run
COMMON NAME/DESCRIPTION	Summit Park Recreation Facility – To Be Used Exclusively As A Ball Field And Park Area For Community and County Residents

4. Use of Premises by Lessee. Lessee shall have priority use of the Premises from _____ _____to _____for operating a youth softball program. Priority Use means that Lessee may occupy the Premises between those dates to the degree necessary to operate a youth softball program. The Lessee shall have priority to enter into a new or modified agreement at or before expiration.

5. Use of Premises by Others. The parties understand and acknowledge that all of the Premises is designated for outdoor public recreation. Scheduling for the softball fields and related facilities ball fields shall be made through the League President or Field Coordinator and posted on the Harrison County Parks and Recreation, ("HCPR"), web site. Lessee shall allow other persons or organizations to use the ball fields if the ball fields are not in bona fide use by the Lessee, and Lessee may require that such use by others for ball fields shall be consistent with the normal usage of said Premises based on a fee imposed by Lessee, $25.00 per day, but not to exceed $100.00 per day, (sub-lease). Scheduling of ball field use will be provided to the HCPR on Monday and Friday.

6. Lessee agrees to surrender the Premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities or for any other purpose which Commission believes is necessary or important with just cause. Lessee further agrees to abandon the Premises, or a part thereof, in the event the demand is made by the United States government, or Lessee or Commission is ordered to do so by an order of any Court.

7. Use by the Commission. Lessee agrees that the Commission may use the Premises when the same is not required for use by Lessee, and such use by the Commission shall be consistent with the normal usage of said premises. Commission agrees that it will restore and/or contribute to the maintenance of the Premises consistent with its use by the Commission. If the Commission uses the Premises under this Section, it agrees to leave the Premises in substantially the same condition. For purposes of this Section, Commission use shall mean organized activities conducted or sponsored by the Commission. In addition to the provisions in Section 5, Lessee agrees to allow other persons or organizations to use the Premises at the Commission's direction, subject to reasonable terms and conditions, for public recreation purposes. If other persons or organizations use the Premises, both parties agree that Lessee shall work with HCPR, reviewing and fully considering any proposals for use of the Premises by others.

8. Lessee Obligations.

8.A. Change of Contacts and Officers. Lessee agrees to provide the Commission with accurate contact information for officers of Lessee, no later than 30 days after officer elections. Lessee has a continuing obligation to ensure that Commission and HCPR has accurate contact information for Lessee and to notify Commission of any officer changes within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Lessee.

8.B. Changes to the Premises. No construction or installation of any improvements to the Premises shall occur until the Commission has given prior written approval to the proposed construction. Lessee shall promptly notify the Commission of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such

construction unless and until it receives approval from the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

9. Maintenance. – Lessee Responsibilities.

i. Property Damage. Lessee agrees to repair or replace any property damaged, either willfully or accidentally, by its members or invitees which occurs to the Premises. Lessee is entitled to recover costs for damages or to require repairs for damages or improper maintenance that occurs while the Premises is used and controlled by others, including those enumerated in Sections 6 and 7 of this Agreement.

ii. Trash and Recycling. Lessee agrees to be responsible for policing the Premises and picking up and making ready for collection all trash, recyclables, debris, and waste material of every, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. Lessee also agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal. Lessee agrees that it will not place yard waste or building materials in trash receptacles. Lessee agrees to promote and encourage recycling throughout the Premises. To avoid the public's misuse of trash and recycling receptacles during the offseason, Lessee agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public, within fourteen days of the end of the season.

iii. Game Days. Lessee is responsible for preparation of the playing fields prior to all scheduled game days.

iv. Grass and Weeds. Lessee shall mow any grass areas within the Premises on a substantially weekly basis. Lessee shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence. If the Premises includes other exterior fences around a portion or all of the Premises, Lessee shall control grass/weeds in such fence lines and eight (8) feet outside of the fence. The obligations in this Section do not apply if the Commission is maintaining a portion of the Premises pursuant to Section 9.

v. If Lessee fails to mow the grass or control weeds and grass within the fence lines as required by this section, the Commission may mow the areas, (1) determines the need for mowing; (2) gives Lessee three (3) days' notice of his intent to do so if Lessee fails to mow; and (3) determines it has the available manpower and equipment to perform the mowing. Should the Commission not have the available personnel and equipment, all attempts to work with Leese will be exhausted. Lessee agrees to promptly notify in writing to the Commission if it observes any needed maintenance to sidewalks, parking areas, trees or other items that the Commission is obligated to maintain under Section 9 or any items other than those which the Lessee is obligated to maintain. Lessee may provide the written notification by e-mail to the Commission.

vi. Structures and Buildings. Lessee is responsible for all maintenance and repair of plumbing, flush valves, drinking fountains, water heaters, and other fixtures as applicable.

vii. Winterization. Lessee shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season ensure proper winterization at the end of the season. Further, Lessee shall have a duty to cooperate and coordinate with the HCC's maintenance department related to all work performed pursuant to Section 9 of this Agreement. Among others, this duty to to cooperate and coordinate with the HCC's maintenance department shall require Lessee to document and engage the HCC's maintenance department as to all maintenance items which exceed a $500.00 monetary threshold.

10. Construction. Under no circumstances may Lessee construct an enclosed structure on the Premises that prevents part or all the Premises from use for outdoor public recreation without approval of the Commission. With prior written approval of the plans by the Commission, or his/her designee, Lessee may construct accessory and customarily incidental improvements to the Premises. Any construction or installation of any improvements shall be in conformity with the regulatory codes of the Commission, including any construction within the floodplain or floodway, and subject to the prior written approval of the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

11. Fees Charged to the Public. Lessee agrees that all fees charged by Lessee to the public for entrance, use, or access to the Premises shall be competitive with fees charged by similar public facilities and recreational leagues. Commission shall have the right to request information related to fees charged by Lessee to the public for access or use of the facilities and to request information from Lessee that support the competitiveness of any such fees with similar private and public facilities. Upon receipt of such a request, Lessee shall timely provide the requested information. If Commission determines that the fees are not in compliance with this Section, then Lessee shall adjust its fees in accordance with the Commission's direction.

12. Non-Discrimination. The parties agree that Lessee shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, Lessee certifies that it complies, and will continue to comply, with this nondiscrimination requirement. The parties agree that signs posted in visible public areas on the Premises will indicate that use of the Premises complies with these nondiscrimination requirements. The parties agree that any statements in literature, advertising, and public information by Lessee or Commission about the Premises will state compliance with these nondiscrimination requirements.

13. Assignment or Subletting. This Agreement shall not be assigned, nor the Premises subleased, by Lessee except on written consent and approval of the Commission. The fee(s) or payment(s) charged by Lessee for any assignment or sublease shall be limited in value to the cost to Lessee for utilities and maintenance, as applicable, of the Premises. All such requests for approval shall include a copy of the assignment/sublease and all relevant information, including any payment made as part of the sublease. Commission reserves the right to withhold consent for any such assignment or sublease, or to negotiate further with Lessee and with intended assignee/sublessee about rights the Premises, or to enter into a separate Agreement with assignee/sublessee and/or Lessee about the intended assignment or sublease of all or a portion of the Premises.

14. Expense. Commission shall assume no expenses because of this Agreement or any of the operations of Lessee except for those expenses generated because of Commission's own use as referenced above. Lessee agrees to pay its own administration expenses, including but not limited to, lights and electric, grounds crew, office supplies, miscellaneous equipment, and secretarial fees. Commission agrees to continue to provide all water services. Lessee agrees that the electric utilities will be metered in the name of and billed directly to Lessee and that all expenses incurred by it shall be paid within forty-five (45) days of due date. Unless otherwise agreed to by Commission, Lessee agrees to provide all funds and resources for use and maintenance of the Premises discussed in this Agreement. All costs expected and unexpected will be paid by Lessee unless other arrangements are made with the Commission. If Lessee makes any improvements to the Premises that are paid for with public funds, Lessee shall comply with applicable bid laws.

15. Termination of Agreement. Commission reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate but is under no obligation to do so. If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate, and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If Lessee changes the character of its operation significantly from that of a nonprofit corporation, then this Agreement shall terminate, and Lessee shall have no further rights hereunder.

16. Liability. Lessee agrees that the Commission shall be held harmless from all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee, its directors and members from claims arising from the use of others as discussed in this Agreement. Lessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage and Lessee agrees that Commission shall be an additional, named insured/loss payee on said policy. Said insurance policy shall further have limits of not less than One Million

Dollars ($1,000,000.00) per person, and not less than One Million Dollars ($1,000,000.00) per accident/injury, and in which property damage liability/coverage shall not be less than Two Hundred Fifty Thousand Dollars ($250,000.00). Finally, Commission shall be provided a copy of said insurance policy and shall keep a copy on file.

17. Concession, Advertising, and Naming Rights. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee shall have the right to sell advertising space on the inside of the Premises boundaries, and all revenue derived from concessions and advertising shall belong to Lessee. Lessee also agrees to be responsible for cleaning and maintaining the concession area, including restrooms. Lessee and Commission shall jointly hold all naming rights for the facilities and Premises, and any naming of fields, buildings, improvements or areas shall be by agreement of the parties, with the express, written consent of the Commission.

18. Commission Authority. All matters pertaining to the terms of this Agreement shall be subject to the powers of the Commission and its designated authorized agents consistent with the laws of the State of West Virginia.

19. Relationship Between the Parties. This Agreement does not create any employee/employer relationship between the Commission and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and Commission, and no agent of Lessee shall be the agent of Commission. Lessee 9 covenants that it will not take any action in the name of, or by holding itself out as the agent of, the Commission.

20. Integration. The parties agree that this Agreement, along with any attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

21. Savings Clause. Should any of portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.

22. Choice of Law. This Agreement shall be governed by the laws of the State of West Virginia, and any action to enforce the terms of this Agreement shall be venue in the 14th Judicial Circuit, Harrison County, West Virginia.

23. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Amendments. This Agreement may only be amended by a written document duly executed by both parties, in good faith. At the time, any amendment, or modified agreement will replace this agreement as agreed upon by both parties, and be provide in writing to the Commission and Board of Directors for the Lessee.

25. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

LESSOR:

_____
Harrison County Commission, West Virginia

By: _____

Its: _____

Dated: _____

LESSEE:

_____
West Virginia Girls Softball League, a 501(c)(3)

By: _____

Its: _____

Dated: _____

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

13-C

LEASE AGREEMENT BETWEEN THE HARRISON COUNTY COMMISSION, WEST VIRGINIA AND WEST VIRGINIA GIRLS SOFTBALL LEAGUE, A NON-PROFIT 501(c)(3) ENTITY (SUMMIT PARK RECREATION FACILITY)

For and in consideration of the mutual promises and agreements contained herein, the **HARRISON COUNTY COMMISSION, WEST VIRGINIA**, ("Commission"), a public entity, agrees to lease to **WEST VIRGINIA GIRLS SOFTBALL LEAGUE**, ("Lessee"), a Non-Profit West Virginia based 501(c)(3), organized under the laws of the State of West Virginia, a specified area to operate a youth softball and recreational program, subject to the following terms and conditions:

1. Consideration. The Commission hereby leases to Lessee the below described premises ("Premises") for the sum of One Dollar ($1.00) and other good and valuable consideration, including but not limited to, maintenance of general grounds, administration of a youth softball program available and open to the citizens of Harrison County, and surrounding communities, and payment of all utility bills.

2. Term and Renewal. The term of this Agreement is from _____ _____("Effective Date") to _____, and shall automatically renew each year unless written notice is delivered to the other party more than thirty (30) days prior to the end of any annual term. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.

3. Premises. The Premises leased by the Commission to Lessee are legally described as follows:

BOOK	1607
LOC2	Coal District, Harrison County
PAGE	0973
LEGAL1	5 Parcels arcels (as described in Deed) near Murphy's Run
LEGAL2	Lot Nos. 10, 11, 12, 13, 14, 15 ,16, 17 and 18 as laid down upon the "Map of Fred N. Wilkinson's Third Addition to Despard, Coal District, Harrison County, West Virginia." Lot Nos. 3, 4, 5, 6, 7, and 8, Wilkinson Addition, Colombia Mines, Coal District, Harrison County, West Virginia An additional 6.35 acre tract near the waters of Murphy's Run
COMMON NAME/DESCRIPTION	Summit Park Recreation Facility – To Be Used Exclusively As A Ball Field And Park Area For Community and County Residents

4. Use of Premises by Lessee. Lessee shall have priority use of the Premises from _____ _____to _____for operating a youth softball program. Priority Use means that Lessee may occupy the Premises between those dates to the degree necessary to operate a youth softball program. The Lessee shall have priority to enter into a new or modified agreement at or before expiration.

5. Use of Premises by Others. The parties understand and acknowledge that all of the Premises is designated for outdoor public recreation. Scheduling for the softball fields and related facilities ball fields shall be made through the League President or Field Coordinator and posted on the Harrison County Parks and Recreation, ("HCPR"), web site. Lessee shall allow other persons or organizations to use the ball fields if the ball fields are not in bona fide use by the Lessee, and Lessee may require that such use by others for ball fields shall be consistent with the normal usage of said Premises based on a fee imposed by Lessee, $25.00 per day, but not to exceed $100.00 per day, (sub-lease). Scheduling of ball field use will be provided to the HCPR on Monday and Friday.

6. Lessee agrees to surrender the Premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities or for any other purpose which Commission believes is necessary or important with just cause. Lessee further agrees to abandon the Premises, or a part thereof, in the event the demand is made by the United States government, or Lessee or Commission is ordered to do so by an order of any Court.

7. Use by the Commission. Lessee agrees that the Commission may use the Premises when the same is not required for use by Lessee, and such use by the Commission shall be consistent with the normal usage of said premises. Commission agrees that it will restore and/or contribute to the maintenance of the Premises consistent with its use by the Commission. If the Commission uses the Premises under this Section, it agrees to leave the Premises in substantially the same condition. For purposes of this Section, Commission use shall mean organized activities conducted or sponsored by the Commission. In addition to the provisions in Section 5, Lessee agrees to allow other persons or organizations to use the Premises at the Commission's direction, subject to reasonable terms and conditions, for public recreation purposes. If other persons or organizations use the Premises, both parties agree that Lessee shall work with HCPR, reviewing and fully considering any proposals for use of the Premises by others.

8. Lessee Obligations.

8.A. Change of Contacts and Officers. Lessee agrees to provide the Commission with accurate contact information for officers of Lessee, no later than 30 days after officer elections. Lessee has a continuing obligation to ensure that Commission and HCPR has accurate contact information for Lessee and to notify Commission of any officer changes within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Lessee.

8.B. Changes to the Premises. No construction or installation of any improvements to the Premises shall occur until the Commission has given prior written approval to the proposed construction. Lessee shall promptly notify the Commission of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such

construction unless and until it receives approval from the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

9. Maintenance. – Lessee Responsibilities.

i. Property Damage. Lessee agrees to repair or replace any property damaged, either willfully or accidentally, by its members or invitees which occurs to the Premises. Lessee is entitled to recover costs for damages or to require repairs for damages or improper maintenance that occurs while the Premises is used and controlled by others, including those enumerated in Sections 6 and 7 of this Agreement.

ii. Trash and Recycling. Lessee agrees to be responsible for policing the Premises and picking up and making ready for collection all trash, recyclables, debris, and waste material of every, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. Lessee also agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal. Lessee agrees that it will not place yard waste or building materials in trash receptacles. Lessee agrees to promote and encourage recycling throughout the Premises. To avoid the public's misuse of trash and recycling receptacles during the offseason, Lessee agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public, within fourteen days of the end of the season.

iii. Game Days. Lessee is responsible for preparation of the playing fields prior to all scheduled game days.

iv. Grass and Weeds. Lessee shall mow any grass areas within the Premises on a substantially weekly basis. Lessee shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence. If the Premises includes other exterior fences around a portion or all of the Premises, Lessee shall control grass/weeds in such fence lines and eight (8) feet outside of the fence. The obligations in this Section do not apply if the Commission is maintaining a portion of the Premises pursuant to Section 9.

v. If Lessee fails to mow the grass or control weeds and grass within the fence lines as required by this section, the Commission may mow the areas, (1) determines the need for mowing; (2) gives Lessee three (3) days' notice of his intent to do so if Lessee fails to mow; and (3) determines it has the available manpower and equipment to perform the mowing. Should the Commission not have the available personnel and equipment, all attempts to work with Leese will be exhausted. Lessee agrees to promptly notify in writing to the Commission if it observes any needed maintenance to sidewalks, parking areas, trees or other items that the Commission is obligated to maintain under Section 9 or any items other than those which the Lessee is obligated to maintain. Lessee may provide the written notification by e-mail to the Commission.

vi. Structures and Buildings. Lessee is responsible for all maintenance and repair of plumbing, flush valves, drinking fountains, water heaters, and other fixtures as applicable.

vii. Winterization. Lessee shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season ensure proper winterization at the end of the season.

10. Construction. Under no circumstances may Lessee construct an enclosed structure on the Premises that prevents part or all the Premises from use for outdoor public recreation without approval of the Commission. With prior written approval of the plans by the Commission, or his/her designee, Lessee may construct accessory and customarily incidental improvements to the Premises. Any construction or installation of any improvements shall be in conformity with the regulatory codes of the Commission, including any construction within the floodplain or floodway, and subject to the prior written approval of the Commission. The parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the Commission.

11. Non-Discrimination. The parties agree that Lessee shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, Lessee certifies that it complies, and will continue to comply, with this nondiscrimination requirement. The parties agree that signs posted in visible public areas on the Premises will indicate that use of the Premises complies with these nondiscrimination requirements. The parties agree that any statements in literature, advertising, and public information by Lessee or Commission about the Premises will state compliance with these nondiscrimination requirements.

12. Assignment or Subletting. This Agreement shall not be assigned, nor the Premises subleased, by Lessee except on written consent and approval of the Commission. The fee(s) or payment(s) charged by Lessee for any assignment or sublease shall be limited in value to the cost to Lessee for utilities and maintenance, as applicable, of the Premises. All such requests for approval shall include a copy of the assignment/sublease and all relevant information, including any payment made as part of the sublease. Commission reserves the right to withhold consent for any such assignment or sublease, or to negotiate further with Lessee and with intended assignee/sublessee about rights the Premises, or to enter into a separate Agreement with assignee/sublessee and/or Lessee about the intended assignment or sublease of all or a portion of the Premises.

13. Expense. Commission shall assume no expenses because of this Agreement or any of the operations of Lessee except for those expenses generated because of Commission's own use as referenced above. Lessee agrees to pay its own administration expenses, including but not limited to, lights and electric, grounds crew, office supplies, miscellaneous equipment, and secretarial fees. Commission agrees to continue to provide all water services. Lessee agrees that the electric utilities will be metered in the name of and billed directly to Lessee and that all expenses incurred

by it shall be paid within forty-five (45) days of due date. Unless otherwise agreed to by Commission, Lessee agrees to provide all funds and resources for use and maintenance of the Premises discussed in this Agreement. All costs expected and unexpected will be paid by Lessee unless other arrangements are made with the Commission. If Lessee makes any improvements to the Premises that are paid for with public funds, Lessee shall comply with applicable bid laws.

14. Termination of Agreement. Commission reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate but is under no obligation to do so. If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate, and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If Lessee changes the character of its operation significantly from that of a nonprofit corporation, then this Agreement shall terminate, and Lessee shall have no further rights hereunder.

15. Liability. Lessee agrees that the Commission shall be held harmless from all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee, its directors and members from claims arising from the use of others as discussed in this Agreement. Lessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage and Lessee agrees that Commission shall be an additional, named insured/loss payee on said policy. Said insurance policy shall further have limits of not less than One Million Dollars ($1,000,000.00) per person, and not less than One Million Dollars ($1,000,000.00) per accident/injury, and in which property damage liability/coverage shall not be less than Two Hundred Fifty Thousand Dollars ($250,000.00). Finally, Commission shall be provided a copy of said insurance policy and shall keep a copy on file.

16. Concession, Advertising, and Naming Rights. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee shall have the right to sell advertising space on the inside of the Premises boundaries, and all revenue derived from concessions and advertising shall belong to Lessee. Lessee also agrees to be responsible for cleaning and maintaining the concession area, including restrooms. Lessee and Commission shall jointly hold all naming rights for the facilities and Premises, and any naming of fields, buildings, improvements or areas shall be by agreement of the parties, with the express, written consent of the Commission.

17. Commission Authority. All matters pertaining to the terms of this Agreement shall be subject to the powers of the Commission and its designated authorized agents consistent with the laws of the State of West Virginia.

18. Relationship Between the Parties. This Agreement does not create any employee/employer relationship between the Commission and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and Commission, and no agent of Lessee shall be the agent of Commission. Lessee 9 covenants that it will not take any action in the name of, or by holding itself out as the agent of, the Commission.

19. Integration. The parties agree that this Agreement, along with any attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

20. Savings Clause. Should any of portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.

21. Choice of Law. This Agreement shall be governed by the laws of the State of West Virginia, and any action to enforce the terms of this Agreement shall be venue in the 14th Judicial Circuit, Harrison County, West Virginia.

22. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. Amendments. This Agreement may only be amended by a written document duly executed by both parties, in good faith. At the time, any amendment, or modified agreement will replace this agreement as agreed upon by both parties, and be provide in writing to the Commission and Board of Directors for the Lessee.

24. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

LESSOR:

_____

Harrison County Commission, West Virginia

By: _____

Its: _____

Dated: _____

LESSEE:

_____

West Virginia Girls Softball League, a 501(c)(3)

By: _____

Its: _____

Dated: _____

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a notary public of said county, do certify that _____, whose name is signed to the writing hereto annexed, bearing the date of the _____ day of _____, _____, has this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

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United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, February 7, 2024, through Tuesday, February 13, 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, February 7, 2024, the following matters were disposed of in the presence of the Clerk:

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

REBECCA JO KOZUL, who was named in the last will and testament of **KAREN MARIE BLACKWELL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **STANLEY FRANKLIN WILLIAMS**, deceased, late a resident of LEWIS, WEST VIRGINIA, was admitted to record.

On, Thursday, February 8, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **FLORA C VESPOINT**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

On, Friday, February 9, 2024, the following matters were disposed of in the presence of the Clerk:

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

BRYAN BLANKENSHIP, who was named in the last will and testament of **SHIRLEY ANN COURTNEY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **DANIEL KEITH SOUTHERN**, deceased, late a resident of GUILFORD, NORTH CAROLINA, was admitted to record.

On, Tuesday, February 13, 2024, the following matters were disposed of in the presence of the Clerk:

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

SHAWNA S MERRILL, who was named in the last will and testament of **JANICE AROL LEESON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

C-1

Name of Organization/Applicant DAR DANIEL DAVISSON CHAPTER

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ 4,000.00

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

CUSTOM TREE TRIMMING INC	$ 13,000.00 -- 6 days
5/30/23 ESTIMATE #220	$
5-6 days @ $2,300/day	$
	$
	$
TOTAL	$ 13,000.00

NAME OF PROJECT/EVENT: DAR DANIEL DAVISSON CHAPTER CEMETERY MAINTENANCE

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

INCOME SOURCE:	HARRISON COUNTY COMISSION	$ 4,000.00
	ANTERO FOUNDATION	$ 6,700.00
	DAR CHAPTER MEMBERS ($1,500.00)	$ 1,600.00
	AND NON-MEMBERS ($100.00)	
	TOTAL	$ 12,300.00
EXPENSE ITEM:	CUSTOM TREE TRIMMING INC.	$ 6,900.00
	12/18/23 INVOICE #445	$
		$
	TOTAL	$ 6,900.00

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

HARRISON COUNTY COMMISSION	$ 4,000.00
ANTERO FOUNDATION	$ 6,700.00
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Janet Dean Recording Secretary
DAR Daniel Davisson Chapter

Applicant

01-13-2024

Date

(Revised 8/19/14)

Custom Tree Trimming Inc

6359 Galloway Rd
Flemington WV 26347

Phone # (304)669-2895

Estimate

Date	Estimate #
5/30/2023	220

Name / Address
DAUGHTERS OF AMERICAN REVOLUTION DANIAL DAVISON CHAPTER DORIS DEAN 6027 BELL STREET CLARKSBURG WV 26301

Description	Rate	Total
JOB LOCATION: DANIEL DAVISON CEMETERY WEST MAIN STREET CLARKSBURG JOB DESCRIPTION: LOT OF TREES AT CEMETERY TO BE CLEARED AND REMOVED (AS DIRECTED BY DAR) 2300.00 A DAY ESTIMATED TOTAL 5-6 DAYS MINIMUM 2 DAYS WORK EACH DAY	2,300.00	2,300.00T

Hope to Work For You Soon

Subtotal	$2,300.00
Sales Tax (0.0%)	$0.00
Total	$2,300.00

Invoice

Custom Tree Trimming Inc

6359 Galloway Rd
Flemington WV 26347

Date	Invoice #
12/18/2023	445

Bill To

DAUGHTERS OF AMERICAN REVOLUTION
DANIAL DAVISON CHAPTER
DORIS DEAN
6027 BELL STREET
CLARKSBURG WV 26301

P.O. No.	Terms	Project
DOA445		

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
3	JOB LOCATION: DANIEL DAVISON CEMETERY WEST MAIN STREET CLARKSBURG JOB DESCRIPTION: LOT OF TREES AT CEMETERY TO BE CLEARED AND REMOVED (AS DIRECTED BY DAR) 2300.00 A DAY ESTIMATED TOTAL 5-6 DAYS 3 DAYS WORK EACH DAY	6,900.00				6,900.00	100.00%	100.00%	6,900.00

Thank you for your business.

Subtotal	$6,900.00
Sales Tax (0.0%)	$0.00
Total	$6,900.00
Payments/Credits	$0.00
Balance Due	$6,900.00

DATE: January 13, 2024

TO: Harrison County Commission

FROM: Doris P. Dean, Recording Secretary
DAR Daniel Davisson Chapter

Enclosed is the "Final Report of the Special Funding Request" with several attachments (estimate, invoice, etc.). The funding request was for maintenance work at the DAR Daniel Davisson Cemetery. The work was completed by Custom Tree Trimming Inc. on December 16, 2023. However, additional work was anticipated following tree cutting/removal by First Energy whose employees tagged several trees as being too close to power lines on W. Main Street, Clarksburg. Approximately four trees were cut by First Energy on January 08, 2024, with debris being removed; several hundred pounds of cut 'logs' from the tree remain for future removal by the DAR Chapter/its designee(s); arrangements are a work in progress.

Payment ($6,900.00) to Custom Tree Trimming, Inc. was made with grant money from the Antero Foundation as that grant ($6,700.00) was written specifically for tree cutting/ trimming/removal. As part of cemetery grounds maintenance, the chapter was able to use $200.00 of the Commissions' grant ($4,000.00). The remainder of that grant and individual donations from DAR members/non-members remain on deposit in the chapters' "Special Projects" checking account. Future maintenance work at the DAR cemetery include log removal, upgrading the flag area, planting pollinator flowers, etc.

Thank you again for helping the DAR Daniel Davisson Chapter continue its work to maintain the cemetery grounds.

Enclosures
01/13/2024 Final Report of the Special Funding Request
5/30/2023 Custom Tree Trimming Inc. Estimate #220
12/18/2023 Custom Tree Trimming Inc. Invoice #445

EXTENSION
FAMILY AND COMMUNITY DEVELOPMENT

March
April
2024

Homespun News

Harrison County

Family & Community Development Newsletter

C-2

Inside this issue:

Important Events	1
Ongoing Community Service Projects, March Lesson Leader Training, Items To Be Saved for VA Pickup in May	2
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April Lesson Leader Training, Landscape Painting Workshop CEOS Labels	4
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Save the Date

Area Meeting May 4 in Hancock County



Join your fellow CEOS members from across northern and north-central West Virginia at the annual Morgantown Area Meeting.

The meeting will be held at the Hancock County Senior Center, 647 Gas Valley Road, New Cumberland, WV on Saturday, May 4. Registration begins at 9 a.m., and breakfast bites and beverages will be served. The meeting will start at 10 a.m.

The cost of the meeting will be $20, and checks should be received at the Extension Office no later than April 12 so that we can make reservations with the Hancock County organizers. Checks should be made payable to the HCCEOS.

The theme for this year's meeting is "Growing Healthy."

Details regarding the menu and the entertainment will be made available following the Planning Meeting in March. Keep checking Facebook for further details or call the Extension Office at 304-624-8650 as the deadline draws nearer.

Harrison County will be the host of the Morgantown Area Meeting in 2025.

County Council To Meet March 4

Join us for the County Council meeting at 9:30 a.m., Monday, March 4 at the Harrison County 4-H Center. If they have not done so already, club leaders will be able to pick up the 2024 blue yearbook, along with the lessons.

Health Motivator calendars will again be included in the Yearbook.

The Harrison County CEOS Executive Board will meet at 9:30 a.m., April 22 at the 4-H Center. The agenda for the May County Council meeting will be determined at that time.

WVCEOS to Hold Spring Conference

The West Virginia Community Educational Outreach Service organization will again be hosting a Spring Conference using Zoom. The conference will be held March 19-21, and classes will be at 10 and 11 a.m., and 1 and 2 p.m. each day. More details regarding the conference will be announced as they become available.

ON-GOING PROJECTS

Boo Bears

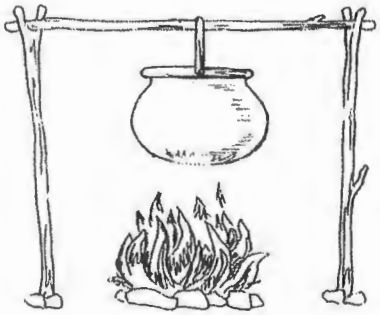


These cuddly little creatures were a popular craft item for CEOS members to put together in years past. The bears were then donated to area fire departments and law enforcement officers to distribute to children dealing with a traumatic situation.

The Extension Office recently came into a bag full of pre-drawn and pre-pinned patterns for Boo Bears. All that's left for them is to be cut, stuffed, and sewn together. Once those simple tasks are completed, we will make sure these bears find a proper and loving home.

If you or your club is interested in creating Boo Bears, contact the Extension Office at 304-624-8650 to pick up the material.

March Lesson Leader Training Features Appalachian Heritage



Join us at 9:30 a.m., Friday, March 1 at the 4-H Center as we travel back in time to learn about some old-fashioned Appalachian skills during our monthly Lesson Leader Training.

The second part of the "Teaching Applachian Heritage Cooking to Children" will be offered, and those in attendance will learn how teaching these culinary skills to the younger generations is an opportunity to "strengthen the connections between the past, present, and future."

After that, we will jump into Appalachian Crafts from the Past. Many of those heritage skills were needed for a family's survival. But now only a handful of people are working to preserve the skills, such as glassblowing, woodworking, and candlemaking. If these skills are not passed along to the younger generations, they could be swept away into the dustbin of history.

Items to be Saving for Annual VA Collection Day

Though our annual collection day for the VA hospital is still five months away, here are some things to be looking for to help fulfill some shortfalls in the VA hospital coffers.

- Hygiene products (no alcohol)
- Toothbrushes and toothpaste
- Combs
- Shaving items
- Deodorant
- Shampoo
- Conditioner
- Body wash
- Cleaning products
- Model car craft kits
- Entertainment items

Our annual drive-up collection day will be held on Tuesday, May 21 in front of the 4-H Center. More details will be announced in future newsletters and on the Harrison County CEOS Facebook page. This project has been an annual staple of CEOS Week in Harrison County for more than a decade.

Mark Your Calendar



Please Note: Workshops and events may be added or changed to this schedule.

March
- 1 Lesson Leader Training
- 4 County Council Meeting
- 19-21 Spring Conference on Zoom

April
- 5 Lesson Leader Training
- 12 Painting Landscapes Workshop
- 22 Executive Board Meeting

May
- 4 Area Meeting, Hancock County
- 10 Lesson Leader Training
- 17 Building A Terrarium Workshop
- 20 County Council Meeting
  Cultural Arts Show
  Collect Items for Energy Express
- 21 Collection for VA Hospital

June
- 7 Lesson Leader Training
- 14 Workshop TBA
- 28 Photo Contest Entries Due

July
- 1 Executive Board Meeting
- 8 County Council and Picnic
  Collect Cleaning Supplies
- 12 Workshop TBA
- 16-18 NVON Conference, Asheville, NC

August
- 1 CVH Forms Due
- 2 Wreath Making Workshop
- 2 Poetry, Short Stories Entries Due
- 26 Executive Board Meeting

September
- 9 County Council Meeting
- 13 Scarf Workshop

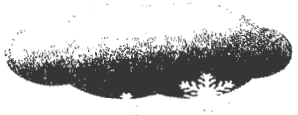
October
- 8-10 WVCEOS Fall Conference
- 18 Christmas Card Workshop
- 28 Executive Board Meeting
- 30 CEOS of the Year Forms Due
- 30 Deadline to submit Club Dues, Rosters, Committee Reports, Reorganization Forms *(new deadline this year)*

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

*** We are still looking for workshop ideas for June and November. If you would like to lead a workshop or have a thought about something you would enjoy attending, please tell a county officer or a member of the Extension staff. ***

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

Inclement Weather Cancellation Policy



If school is cancelled because of inclement weather on a day that a county meeting or activity is scheduled, the event will automatically be cancelled.
If the buses are not running, but school is instead being held virtually, the event will be cancelled.
A school delay has no influence on CEOS events.

Upcoming Lesson Leader Trainings

Take Me Home, Country Roads on Tap for April Lesson Leader Training



You have heard the song countless times in a variety of places. Now it's time to learn the story behind one of the world's most recorded songs during the April Lesson Leader Training, at 9:30 a.m., Friday, April 5 at the 4-H Center. Learn how John Denver become involved in the songwriting process, and you will be amazed at how many different versions of the song have been recorded over the past 50 years. The song has grown to an almost hymnlike status during its life and has become a popular marketing tool for the state.

Future Lesson Leader Trainings Schedule

May 10	Suicide Prevention Dancing for the Health of It
June 7	The Art of the Afternoon Tea Restoring Furniture

All of the Lesson Leader Trainings will begin at 9:30 a.m. at the 4-H Center, and each lesson will last for about 1 hour.

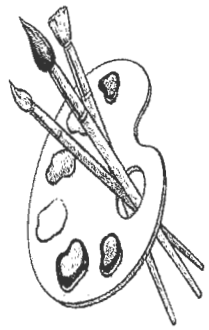
See the inclement weather policy on page 3, which could result in changes to the schedule.

Please watch the Harrison County CEOS Facebook page for any changes, or call the Extension Office.



Put Your Vision of Country Roads on Canvas April 12

You know the song, you've heard the story behind it in the Lesson Leader Training, and now it's time to put your vision of Country Roads on canvas. WVU Extension Administrative Assistant Jennifer Mirc will be leading this painting workshop at 9:30 a.m., Friday, April 12 at the 4-H Center. Even if you don't consider yourself an artist, you will still be able to complete a beautiful painting as Jennifer takes you step-by-step through the creative process. All materials will be provided. The cost of the workshop is only $5, and the class is limited to the first 20 who register by the April 5 deadline. Please fill out the reservation slip on page 5 and make checks payable to HCCEOS and send it in to the Extension Office.



Many thanks for all that you do!

Sincerely,

John Wickline
Program Assistant



Look for the CEOS Label

To let the community know that your items were crafted with quality and care, please remember to add the Harrison County CEOS label to all your community service projects before donating them. The iron-on labels are available at the WVU Extension office.

To participate in any upcoming program, simply fill out the reservation slip (and please include your email address, if you have one). Please follow any protocols or program changes on the Harrison County CEOS Facebook page. Please pay attention to the deadlines listed for each event so that we can properly prepare the needed materials in order to make sure no one is left out.
Any questions or concerns can be addressed to John Wickline at the Extension Office by calling 304-624-8650 or by email at the address provided on page 7 of this newsletter.

Lesson Leader Training
Friday, March 1, 2024 at the 4-H Center at 9:30 a.m.
Home Grown Appalachian Crafts & Teaching Appalachian Heritage Cooking to Children

NAME:_____ **CLUB:** _____
EMAIL ADDRESS: _____
PHONE: _____

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

Call 304-624-8650

Register by February 23, 2024

Lesson Leader Training
Take Me Home, Country Roads
Friday, April 5, 2024 at the 4-H Center at 9:30 a.m.

NAME:_____ **CLUB:** _____
EMAIL ADDRESS: _____
PHONE: _____

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

Call 304-624-8650

Register by April 1, 2024

Landscape Painting Workshop
Friday, April 12, 2024 at the 4-H Center at 9:30 a.m.

NAME:_____ **CLUB:** _____
EMAIL ADDRESS: _____
PHONE: _____

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

Cost: $5
Make checks payable to HCCEOS
Register by April 5, 2024

Area Meeting Registration
Saturday, May 4, Hancock County

NAME:_____ **CLUB:** _____
EMAIL ADDRESS: _____
PHONE: _____

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

Cost: $20
Make checks payable to HCCEOS
Register by April 12, 2024

Food Prep & Storage Safety Tips

Although food recommendations have not changed due to COVID-19, there are a few important items to remember to ensure food safety after bringing home grocery store purchases or when storing leftovers.

Wash Your Produce

Always wash your vegetables and fruit before you eat them.

If possible, the FDA recommends selecting produce that isn't bruised or damaged. Pre-cut items, such as bags of lettuce or watermelon slices, should be refrigerated or kept on ice while in the store and at home. In addition, you can follow these steps below to keep your food safe.

- Wash your hands for 20 seconds with warm water and soap before and after preparing fresh produce.
- If damage or bruising occurs before eating or handling, cut away the damaged or bruised areas before preparing or eating.
- Rinse produce before you peel it to make sure dirt and bacteria aren't transferred from the knife onto the fruit or vegetable.
- Gently rub produce while holding under plain running water.
- Use a clean vegetable brush to scrub firm produce, such as melons and cucumbers.
- Dry produce with a clean cloth or paper towel to further reduce bacteria that may be present.

For foods like lettuce or cabbage, remove the outermost leaves.

Food storage

Storing and preparing foods at the right temperature is important. The food danger zone is between 40 to 140 degrees Fahrenheit. To keep foods out of the danger zone, store cold foods below 40 degrees and hot foods above 140 degrees. Foods left in the danger zone for two or more hours should be discarded.

Label cooked foods that are refrigerated as leftovers with a "Use By" date. The use by date should be no longer than seven days after the food was first prepared. After seven days, even refrigerated food can start growing bacteria. Leftovers should be reheated to an internal temperature of 165 degrees.

It's easy to over stock canned foods in kitchen cabinets. To ensure food safety and limit food waste, use the "First In, First Out" rule. For example, if you purchase new canned goods, use the ones already in your cabinet or pantry before opening new ones.

— Courtesy of WVU Extension

Homespun Humor

- *Laughing out loud is forbidden in Hawaii because it's A Low Ha State.*
- *A minute varies depending on which side of the bathroom door you're on.*
- *My neighbor couldn't afford his water bill, so I sent him a Get A Well Soon card.*
- *I married my wife for her looks, but not the ones I've been getting lately.*
- *I went to the paint store to get thinner. It didn't work.*
- *I think my wife is putting glue on my firearms. She denies it, but I'm sticking to my guns.*
- *My wife told me to put ketchup on the shopping list. Now I can't read it.*
- *I'm taking steps to overcome my hiking addiction, but I'm not out of the woods yet.*
- *My landlord wants to talk about my high heating bills. I told him my door is always open.*
- *My therapist says I have trouble expressing emotions. Can't say I'm surprised.*
- *My Impatience Support Group starts tonight. I can't wait!*
- *To spell the word Panda, all you need is a P and A.*



— Courtesy of Vince The Sign Guy

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"Make new members but keep the old"

http://extension.wvu.edu/harrison
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extension.wvu.edu

2024 Harrison County CEOS Officers:

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

C-3

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
01/01/2024 - 01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	206,517.75	209,330.00	(2,812.25)	97.42%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	18.23	50.83	(32.60)	0.01%
MISCELLANEOUS/RECONNECT FEES	3,949.41	486.00	3,463.41	1.86%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.71%
TAP FEES	-	350.00	(350.00)	0.00%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	211,985.39	210,716.83	1,268.56	
EXPENSES				
ACCT, BILLING, & COLLECTING	14,345.35	6,531.92	7,813.43	7.25%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	-	197.42	(197.42)	0.00%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,596.00	14.85	12.44%
DIRECTORS FEES	524.66	542.50	(17.84)	0.27%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	7,412.83	6,811.67	601.16	3.75%
LAB SERVICE	1,120.20	892.67	227.53	0.57%
LABOR	33,479.60	30,720.83	2,758.77	16.92%
MAINTENANCE	12,909.65	11,802.08	1,107.57	6.53%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	-	85.83	(85.83)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	3,484.59	6,772.25	(3,287.66)	1.76%
POWER PURCHASED	3,476.76	3,819.58	(342.82)	1.76%
PROPERTY/LIABILITY & INJURIES INSURANCE	230.32	2,600.75	(2,370.43)	0.12%
REGULATORY COMMISSION	-	978.50	(978.50)	0.00%
RENEWAL & REPLACEMENT	6,189.78	5,268.33	921.45	3.13%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	1.26%
TAXES	2,837.85	2,391.67	446.18	1.43%
TRANSPORTATION	5,007.32	3,467.67	1,539.65	2.53%
UTILITIES	1,512.35	849.75	662.60	0.76%
WATER PURCHASED	78,196.87	89,855.50	(11,658.63)	39.53%
TOTAL EXPENSES	197,838.98	200,759.92	(2,920.94)	
NET SURPLUS (DEFICIT)	14,146.41	9,956.92	4,189.49	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
01/01/2024 - 01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	233,897.47	234,937.67	(1,040.20)	95.39%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.02%
INTEREST INCOME	65.29	71.67	(6.38)	0.03%
MISCELLANEOUS/RECONNECT FEES	480.00	-	480.00	0.20%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	250.00	125.00	125.00	0.10%
UNUSUAL CHARGE	7,996.09	16,300.50	(8,304.41)	3.26%
TOTAL INCOME	245,188.85	253,934.83	(8,745.98)	
EXPENSES				
ACCT, BILLING, & COLLECTING	1,331.53	1,844.17	(512.64)	0.57%
BRIDGEPORT SANITARY BOARD	7,810.89	8,565.00	(754.11)	3.32%
TOWN OF WORTHINGTON	6,919.00	12,500.00	(5,581.00)	2.94%
CHEMICALS	7,811.50	1,067.50	6,744.00	3.32%
CLARKSBURG SANITARY BOARD	2,728.24	1,785.83	942.41	1.16%
DEBT SERVICE	112,379.86	112,125.67	254.19	47.78%
DIRECTORS FEES	475.34	520.00	(44.66)	0.20%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,239.52	5,424.92	(185.40)	2.23%
LAB SERVICE	1,985.10	663.33	1,321.77	0.84%
LABOR	18,433.03	20,931.50	(2,498.47)	7.84%
MAINTENANCE	17,412.31	16,534.17	878.14	7.40%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,418.68	1,514.17	(95.49)	0.60%
OUTSIDE SERVICES/CONTRACT LABOR	11,287.05	15,580.83	(4,293.78)	4.80%
POWER PURCHASED	19,081.17	14,535.08	4,546.09	8.11%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,751.32	2,032.58	4,718.74	2.87%
REGULATORY COMMISSION	-	1,222.50	(1,222.50)	0.00%
RENEWAL & REPLACEMENT	7,400.00	16,656.67	(9,256.67)	3.15%
RENT EXPENSE	-	-	-	0.00%
TAXES	912.54	1,105.00	(192.46)	0.39%
TRANSPORTATION	4,536.69	2,993.58	1,543.11	1.93%
UTILITIES	1,296.14	1,366.67	(70.53)	0.55%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	235,209.91	238,969.17	(3,759.26)	
NET SURPLUS (DEFICIT)	9,978.94	14,965.67	(4,986.73)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
01/01/2024 - 01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	440,415.22	444,267.67	(3,852.45)	96.33%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.55%
INTEREST INCOME	83.52	122.50	(38.98)	0.02%
MISCELLANEOUS/RECONNECT FEES	4,429.41	486.00	3,943.41	0.97%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.33%
TAP FEES	250.00	475.00	(225.00)	0.05%
UNUSUAL CHARGE	7,996.09	16,300.50	(8,304.41)	1.75%
TOTAL INCOME	457,174.24	464,651.67	(7,477.43)	
EXPENSES				
ACCT, BILLING, & COLLECTING	15,676.88	8,376.08	7,300.80	3.62%
BRIDGEPORT SANITARY BOARD	7,810.89	8,565.00	(754.11)	1.80%
TOWN OF WORTHINGTON	6,919.00	12,500.00	(5,581.00)	1.60%
CHEMICALS	7,811.50	1,264.92	6,546.58	1.80%
CLARKSBURG SANITARY BOARD	2,728.24	1,785.83	942.41	0.63%
DEBT SERVICE	136,990.71	136,721.67	269.04	31.63%
DIRECTORS FEES	1,000.00	1,062.50	(62.50)	0.23%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	12,652.35	12,236.58	415.77	2.92%
LAB SERVICE	3,105.30	1,556.00	1,549.30	0.72%
LABOR	51,912.63	51,652.33	260.30	11.99%
MAINTENANCE	30,321.96	28,336.25	1,985.71	7.00%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,418.68	1,600.00	(181.32)	0.33%
OUTSIDE SERVICES/CONTRACT LABOR	14,771.64	22,353.08	(7,581.44)	3.41%
POWER PURCHASED	22,557.93	18,354.67	4,203.26	5.21%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,981.64	4,633.33	2,348.31	1.61%
REGULATORY COMMISSION	-	2,201.00	(2,201.00)	0.00%
RENEWAL & REPLACEMENT	13,589.78	21,925.00	(8,335.22)	3.14%
RENT EXPENSE	2,500.00	2,575.00	(75.00)	0.58%
TAXES	3,750.39	3,496.67	253.72	0.87%
TRANSPORTATION	9,544.01	6,461.25	3,082.76	2.20%
UTILITIES	2,808.49	2,216.42	592.07	0.65%
WATER PURCHASED	78,196.87	89,855.50	(11,658.63)	18.06%
TOTAL EXPENSES	433,048.89	439,729.08	(6,680.19)	
NET SURPLUS (DEFICIT)	24,125.35	24,922.58	(797.23)	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 - 01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,438,493.76	1,465,310.00	(26,816.24)	97.00%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	7,297.91	355.83	6,942.08	0.49%
MISCELLANEOUS/RECONNECT FEES	27,177.19	3,402.00	23,775.19	1.83%
QUIET DELL LEASE	4,500.00	3,500.00	1,000.00	0.30%
TAP FEES	5,500.00	2,450.00	3,050.00	0.37%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,482,968.86	1,475,017.83	7,951.03	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	45,304.89	45,723.42	(418.53)	3.22%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	470.00	1,381.92	(911.92)	0.03%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	172,275.95	172,172.00	103.95	12.24%
DIRECTORS FEES	3,363.80	3,797.50	(433.70)	0.24%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	51,983.60	47,681.67	4,301.93	3.69%
LAB SERVICE	7,394.70	6,248.67	1,146.03	0.53%
LABOR	232,076.89	215,045.83	17,031.06	16.49%
MAINTENANCE	114,412.25	82,614.58	31,797.67	8.13%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	1,103.88	600.83	503.05	0.08%
OUTSIDE SERVICES/CONTRACT LABOR	28,741.34	47,405.75	(18,664.41)	2.04%
POWER PURCHASED	23,894.37	26,737.08	(2,842.71)	1.70%
PROPERTY/LIABILITY & INJURIES INSURANCE	14,150.44	18,205.25	(4,054.81)	1.01%
REGULATORY COMMISSION	6,976.93	6,849.50	127.43	0.50%
RENEWAL & REPLACEMENT	43,606.26	36,878.33	6,727.93	3.10%
RENT EXPENSE	17,500.00	18,025.00	(525.00)	1.24%
TAXES	19,938.30	16,741.67	3,196.63	1.42%
TRANSPORTATION	19,745.62	24,273.67	(4,528.05)	1.40%
UTILITIES	5,824.82	5,948.25	(123.43)	0.41%
WATER PURCHASED	598,531.29	628,988.50	(30,457.21)	42.53%
TOTAL EXPENSES	1,407,301.34	1,405,319.42	1,981.92	100.00%
NET SURPLUS (DEFICIT)	75,667.52	69,698.42	5,969.10	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,632,797.58	1,644,563.67	(11,766.09)	95.56%
FACILITIES CHARGE	17,500.00	17,500.00	-	1.02%
INTEREST INCOME	12,347.06	501.67	11,845.39	0.72%
MISCELLANEOUS/RECONNECT FEES	480.00	-	480.00	0.03%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,850.00	875.00	975.00	0.11%
UNUSUAL CHARGE	43,684.33	114,103.50	(70,419.17)	2.56%
TOTAL INCOME	1,708,658.97	1,777,543.83	(68,884.86)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	12,666.78	12,909.17	(242.39)	0.77%
BRIDGEPORT SANITARY BOARD	46,594.32	59,955.00	(13,360.68)	2.84%
TOWN OF WORTHINGTON	22,075.50	87,500.00	(65,424.50)	1.34%
CHEMICALS	14,323.25	7,472.50	6,850.75	0.87%
CLARKSBURG SANITARY BOARD	17,858.76	12,500.83	5,357.93	1.09%
DEBT SERVICE	786,659.02	784,879.67	1,779.35	47.89%
DIRECTORS FEES	3,036.20	3,640.00	(603.80)	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	40,907.85	37,974.42	2,933.43	2.49%
LAB SERVICE	6,523.90	4,643.33	1,880.57	0.40%
LABOR	153,627.36	146,520.50	7,106.86	9.35%
MAINTENANCE	140,821.34	115,739.17	25,082.17	8.57%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	13,433.22	10,599.17	2,834.05	0.82%
OUTSIDE SERVICES/CONTRACT LABOR	108,472.05	109,065.83	(593.78)	6.60%
POWER PURCHASED	102,172.13	101,745.58	426.55	6.22%
PROPERTY/LIABILITY & INJURIES INSURANCE	19,302.70	14,228.08	5,074.62	1.18%
REGULATORY COMMISSION	6,608.69	8,557.50	(1,948.81)	0.40%
RENEWAL & REPLACEMENT	108,430.81	116,596.67	(8,165.86)	6.60%
RENT EXPENSE	-	-	-	0.00%
TAXES	7,915.29	7,735.00	180.29	0.48%
TRANSPORTATION	17,660.34	20,955.08	(3,294.74)	1.08%
UTILITIES	13,383.47	9,566.67	3,816.80	0.81%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	1,642,472.98	1,672,784.17	(30,311.19)	100.00%
NET SURPLUS (DEFICIT)	66,185.99	104,759.67	(38,573.68)	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2023 -01/31/2024

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	3,071,291.34	3,109,873.67	(38,582.33)	96.23%
FACILITIES CHARGE	17,500.00	17,500.00	-	0.55%
INTEREST INCOME	19,644.97	857.50	18,787.47	0.62%
MISCELLANEOUS/RECONNECT FEES	27,657.19	3,402.00	24,255.19	0.87%
QUIET DELL LEASE	4,500.00	3,500.00	1,000.00	0.14%
TAP FEES	7,350.00	3,325.00	4,025.00	0.23%
UNUSUAL CHARGE	43,684.33	114,103.50	(70,419.17)	1.37%
TOTAL INCOME	3,191,627.83	3,252,561.67	(60,933.84)	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	57,971.67	58,632.58	(660.91)	1.90%
BRIDGEPORT SANITARY BOARD	46,594.32	59,955.00	(13,360.68)	1.53%
TOWN OF WORTHINGTON	22,075.50	87,500.00	(65,424.50)	0.72%
CHEMICALS	14,793.25	8,854.42	5,938.83	0.49%
CLARKSBURG SANITARY BOARD	17,858.76	12,500.83	5,357.93	0.59%
DEBT SERVICE	958,934.97	957,051.67	1,883.30	31.44%
DIRECTORS FEES	6,400.00	7,437.50	(1,037.50)	0.21%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	92,891.45	85,656.08	7,235.37	3.05%
LAB SERVICE	13,918.60	10,892.00	3,026.60	0.46%
LABOR	385,704.25	361,566.33	24,137.92	12.65%
MAINTENANCE	255,233.59	198,353.75	56,879.84	8.37%
MISCELLANEOUS EXPENSE	6.01	-	6.01	0.00%
OFFICE SUPPLIES & EXPENSE	14,537.10	11,200.00	3,337.10	0.48%
OUTSIDE SERVICES/CONTRACT LABOR	137,213.39	156,471.58	(19,258.19)	4.50%
POWER PURCHASED	126,066.50	128,482.67	(2,416.17)	4.13%
PROPERTY/LIABILITY & INJURIES INSURANCE	33,453.14	32,433.33	1,019.81	1.10%
REGULATORY COMMISSION	13,585.62	15,407.00	(1,821.38)	0.45%
RENEWAL & REPLACEMENT	152,037.07	153,475.00	(1,437.93)	4.99%
RENT EXPENSE	17,500.00	18,025.00	(525.00)	0.57%
TAXES	27,853.59	24,476.67	3,376.92	0.91%
TRANSPORTATION	37,405.96	45,228.75	(7,822.79)	1.23%
UTILITIES	19,208.29	15,514.92	3,693.37	0.63%
WATER PURCHASED	598,531.29	628,988.50	(30,457.21)	19.63%
TOTAL EXPENSES	3,049,774.32	3,078,103.58	(28,329.26)	100.00%
NET SURPLUS (DEFICIT)	141,853.51	174,458.08	(32,604.57)	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
January 2024

OPERATING ACTIVITIES		
Net Income (Loss)	$	14,146.41
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	(289.95)
Accounts Payable	$	(80,360.08)
Customer Deposits	$	781.40
Due (From) To Sewer Fund	$	67,276.97
Net cash provided by Operating Activities	$	1,554.75
INVESTING ACTIVITIES		
Fixed Assets Projects	$	-
Interest Income	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	1,554.75
Cash at beginning of period	$	1,228,818.90
Cash at end of period	**$**	**1,230,373.65**
Unrestricted Cash	$	591,117.73
Restricted Cash		
Depreciation Reserve	$	122,631.36
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	60,000.00
Customer Deposits	$	37,831.83
CD-Customer Deposits	$	60,011.48
CD-Depreciation Reserve	$	257,131.20
CD-SB 234	$	75,002.05
Total Restricted Cash	$	639,255.92
Total Unrestricted & Restricted Cash	**$**	**1,230,373.65**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
January 2024

OPERATING ACTIVITIES		
Net Income (Loss)	$	9,978.94
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	(6,437.97)
Customer Deposits	$	677.11
Payroll Liabilities	$	(23,321.11)
Due (From) To Water Fund	$	(67,276.97)
Net cash provided by Operating Activities	$	(86,380.00)
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	(62,500.00)
Net cash provided by Investing Activities	$	(62,500.00)
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	62,500.00
Net cash provided by Financing Activities	$	61,651.11
Net cash increase (decrease) for period	$	(87,228.89)
Cash at beginning of period	$	2,320,492.25
Cash at end of period	**$**	**2,233,263.36**
Unrestricted Cash	$	901,057.94
Restricted Cash		
Construction Account	$	1,776.90
Depreciation Reserve	$	314,049.55
Rural Development Reserve	$	290.45
Bond Commission Sweep	$	74,233.83
ARPA	$	100.00
SB 234	$	60,000.00
Customer Deposits	$	69,684.31
CD-Customer Deposits	$	100,002.74
CD-Depreciation Reserve	$	611,446.68
CD-Rural Development Reserve	$	25,618.91
CD-SB 234	$	75,002.05
Total Restricted Cash	$	1,332,205.42
Total Unrestricted & Restricted Cash	**$**	**2,233,263.36**
	$	-

C-4

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
February 15, 2024
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. United Way – Bradley Riffee
   3.1 Presentation
4. Edward Jones – Jason Glaser
   4.1 Review of accounts
5. P&B Services, LLC
   5.1 Package Plant Report
6. Bennett and Dobbins, PLLC
   6.1 Drawdowns – Review, discuss and act.
7. Ruth Ann Messenger – Treasurer – Review, discuss and act
   7.1 Sewer Check Register and debit card transactions
   7.2 Water Check Register
8. The Thrasher Group, Inc.
   8.1 Sewer
      8.1.a. Phase II – Review, discuss and act
         - Project Update
      8.1.b. Enterprise – Review, discuss and act
         - Construction Closeout Update
      8.1.c. Quiet Dell – Review, discuss and act
         - Project Design Update
      8.1.d. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
         - Project Update
      8.1.e. River Crossings – Review, discuss and act
         - Project Update
         - Project Schedule
      8.1.f. 10-year Plan – Review, discuss and act
         - General Discussion
   8.2 Water
      8.2.a. Overall Water Project – Review, discuss and act
         - Project Discussion
      8.2.b. Buffalo lake Road Water Line Extension
         - Planning update

8.2.c. 10-year Plan – Review, discuss and act

- General Discussion

9. Bill Hoover – General Manager
   - 9.1 Water
     - 9.1.a. Water Loss Report
     - 9.1.b. Water Leak Report
     - 9.1.c. General Updates
   - 9.2 Sewer
     - 9.2.a. General Updates
   - 9.3 Good of the District
     - 9.3.a. General Update
10. Sam Harold – Mountain State Law
    - 10.1 Available for general consult
11. Executive Session

Adjournment of meeting

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

C-5

HARRISON/TAYLOR 911 ADVISORY BOARD
AGENDA
01/20/2024
14:00

Call to order:
Previous Minutes: Accept the November meeting minutes.
Treasurers report:
Introduction/ special guests:

OLD BUSINESS:
***CAD**
***TRAINING**
***STAFFING**
***MAPPING**

NEW BUSINESS:
West Virginia Northern Community College/APCO accredited course offerings

GOOD OF THE ORDER:

NEXT MEETING

ADJOURN

C-6

HARRISON-TAYLOR 911 ADVISORY BOARD
MEETING MINUTES
11/21/2023

Call to Order: Meeting called to order at 14:00

Previous Minutes: Motion to approve previous minutes from October 17, 2023. made by Susan Thomas, seconded by Marcus Shaw, 14:00.
*No Meeting in December 2023
*No Meeting in January 2024

Introduction/Special Guests: None

OLD BUSINESS:
*CAD: Domain name changes were made on the CityNet End of service. E-mails were being sent to Spam Folders. Domain Name now matches what CityNet has listed for 911.

***TRAINING:** One trainee has moved on to the "dispatch and call taking" part of training.

***STAFFING:** One Dispatcher has returned from Maternity leave.

***MAPPING:**

NEW BUSINESS:

EMS Discussion with Fire Chiefs on how to improve Patient Assists efficiencies.

EMS agencies will be moved to the Fire Groups, and will be moving Transport traffic

Bridgeport Police Department is interested in gathering information from Private Cameras and door-bell type devices.

GOOD OF THE ORDER:
Robert Matheny II, was appointed representative to the Board from the Law Enforcement Council upon the retirement of Mike Secreto.

Updating policy for 911 Hang ups to go along with the National Standards.
Updating the Pursuit Policy to include "Reason For". Has been taken to the County Administrator for review.

NEXT MEETING:
***Cancel Meeting 12/19/2023**
***Cancel Meeting 01/16/2024**
NEXT MEETING MARCH,19,2024

ADJOURN: Motion to adjourn meeting was made by Marcus Shaw, seconded by Susan Thomas.

Meeting Adjourned 15:00