Wednesday, March 6, 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 only 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
9:05 A.M. --- Estate Hearing --- Accept Copy of Lost Will --- Cheryl Sterner
9:10 A.M. --- Estate Hearing --- Petition to Remove Personal Representative --- Patrick Cunningham
9:15 A.M. --- First Reading of Rail Trail Ordinance

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Brenda Vernon --- Resignation --- Animal Control --- Effective 03-09-2024**
   - **B. Erica Watson --- LWOP --- 911 --- Effective 02-24-2024**
4. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Regular Meeting Minutes --- 02-28-2024**
   - **B. Board of Review & Equalization Minutes --- 02-20-2024**
   - **C. Regular Meeting Minutes --- 02-14-2024**
   - **D. Regular Meeting Minutes --- 02-21-2024**
   - **E. Board of Review & Equalization Minutes --- 02-14-2024**
   - **F. Board of Review & Equalization Minutes --- 02-27-2024**
   - **G. Board of Review & Equalization Minutes --- 02-23-2024**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Vendor List of Payments**
6. **Exonerations --- Corrective Tickets --- Joint Property Application: (NONE)**

7. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
    A. Requisition for Payment No. 34 --- Steptoe & Johnson & MuniCap, Inc. --- $ 1,525.00
    B. Requisition for Payment No. (03/06/2024) --- MuniCap, Inc. --- $ 1,976.25
    C. Requisition for Payment No. 82 --- MuniCap, Inc. & UMB Bank --- $ 7,435.50
8. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County)
9. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)
10. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: (NONE)
11. Review - Discuss - Consider declaring properties located at the following addresses as Emergency nuisances within the frame work of the International Property Maintenance Code Ordinance so that emergency measures/abatement can be Commenced
    A. 1271 New Creek Road, Salem WV
12. Review – Discuss – Consider the County Commission giving permission for the following Properties to be demolished and go out to bid
    A. 100 Factory Street, Clarksburg WV
    B. 6421 Shinnston Pike, Meadowbrook WV
13. Review – Discuss – Consider Access and Remediation Letter Agreements
    A. Michael Davisson --- 3491 McWhorter Road Lost Creek
    B. Shane Reynolds --- 2041 Rock Camp Road Wallace
14. Review – Discuss – Consider Budget Revisions --- Prosecuting Attorney from 405-222 Dues & Subscriptions $ 500.00 to 405-349 Charges by Other Gov. Units --- $ 500.00
15. Review – Discuss – Consider Request to Travel --- 9-1-1 --- NENA Addressing for NG911 Class --- Four Points Sheraton, Charleston WV --- 03-25-2024
    A. Paul Bump
    B. Steve Martin
16. Review – Discuss – Consider Fair Housing Resolution
17. Review - Discuss - Consider budget revisions/planning related to Sheriff's Office overtime policies/procedures concerning third party use of law enforcement services (potential execution session to discuss personnel matters and/or to discuss matters pursuant to the attorney-client privilege)

18. Review – Discuss – Consider budget revisions/planning related to deputy sheriff vacation/sick leave payment and accrual practices and procedures (potential execution session to discuss personnel matters and/or to discuss matters pursuant to the attorney-client privilege)
19. Review – Discuss Purchase agreement for Rail Trail
20. Review – Discuss engineering contract for Rail Trail
21. Review – Discuss Update on property transfer to Harrison County Development Corporation from September 2023
22. Review – Discuss – Consider A Resolution authorizing the acceptance of funds from the West Virginia Department of Agriculture for the WV Spay/Neuter Assistance Program
23. Review – Discuss – Consider creating a three person committee consisting of Joseph Chad Bundy, Gary Hamrick and Jacob Hayhurst to review all incoming requests for OPIOID settlement money and the Committee will make the recommendations to the Commission. They will review the requests, make sure it fits into the guidelines and make recommendations to the Commission for the final decision
24. Review – Discuss – Consider authorizing the exclusive use of PCards
25 Review – Discuss – Consider Sun Valley and Lake Floyd PSD Merger
26. Administrator's Report
27. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 02-21-2024 thru 02-27-2024
B. Monthly Fiduciary Commission Settlements:
    1. Donald George Peters, Deceased
    2. Delores Ann Shelton, Deceased --- Fist Annual Settlement
    3. Arden Lynch, Jr., Deceased
    4. Rebecca Holden Finly, Deceased
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service
    1. Sun Valley PSD --- Special Board Meeting --- 02-29-2024
    2. East View PSD --- Regular Meeting Minutes --- 02-12-2024

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

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

9:05 A.M
03-06-2024

Jonathan Brager
113 Forest Avenue
Clarksburg, WV 26301
724-930-5157

Re: Cheryl Sterner's Will

To whom it may concern,

Please accept my copy of my mother's Will to gain access to her bank account to fulfill her wishes as stated in said Will. My family and I have exhausted all avenues of attempting to find the original copy to no avail. I am happy to appear before the court to plead my case.

Thank you,

Jonathan Brager

COPY

LAST WILL AND TESTAMENT OF CHERYL D. STERNER

I, Cheryl D. Sterner, of Fairmont, West Virginia, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I
IDENTIFICATION OF FAMILY

I am not currently married to anyone.

The names of my children are Karess J. Jackson (Haught), Jonathan I. Brager, Chad M. Haught and Troy S. Heckman. All references in this Will to "my children" are references to the above-named children and any children born to me or adopted by me after the signing of this Will.

ARTICLE II
PAYMENT OF DEBTS AND EXPENSES

I direct that my just debts, funeral expenses and expenses of last illness be first paid from my estate.

ARTICLE III
PET CARE DIRECTIVES

Notwithstanding any other provision of this Will, I further direct that:

A. **Pet Caretaker.** I give my following pet(s):

DOG ~~cat~~, Cat and any future pets

and any other animals which I may own at the time of my death, to Karess Jackson, presently residing at 1102 Cost Rd, Stonewood, West Virginia 26301, with the request that (s)he treat them as companion animals. If (s)he is unable or unwilling to accept my animals, I give such animals to Joanthan Brager, presently residing at 8704 Carriage Lane, Fairmont, West Virginia 26554, with the request that (s)he treat them as companion animals. If (s)he is unable or unwilling to accept my animals, my Executor shall select an appropriate person to accept the animals and treat them as companion animals, and I give my animals to such person.

This is a RocketLawyer.com document.

ARTICLE IV
DISPOSITION OF PROPERTY

Residuary Estate. I direct that my residuary estate be distributed to my children in equal shares. If a child of mine does not survive me, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive me, by right of representation. If a child of mine does not survive me and has no children who survive me, such deceased child's share shall be distributed in equal shares to my other children, if any, or to their respective children by right of representation. If no child of mine survives me, and if none of my deceased children are survived by children, my residuary estate shall be distributed to my heirs-at-law, their identities and respective shares to be determined under the laws of the State of West Virginia, then in effect, as if I had died intestate at the time fixed for distribution under this provision.

ARTICLE V
NOMINATION OF EXECUTOR

I nominate Karess J. Jackson, of Stonewood, West Virginia, and Jonathan I. Brager, of Fairmont, West Virginia, as Co-Executors (the "Executor"), without bond or security. If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Executor without bond or security.

ARTICLE VI
EXECUTOR POWERS

A. Power to Dispose of Property. My Executor, with respect to my estate, and my Trustee with respect to my trust, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the following rights, powers, and authority without order of court and without notice to anyone:

B. Power to Administer Estate. My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate or equivalent legislation designed to operate without unnecessary intervention by the probate court.

ARTICLE VII
SPECIAL DIRECTIVES

I, hereby state, that in addition to the directives and bequests as set forth in this Will, it is my desire and wish to include the following special directives and last wishes: Executors to make sure that Jonathan and grandchildren are given all of their property that belong to them. They will also make sure that any personal thing(s) that they or any child or grandchildren want to have, it is given to them. I want to be cremated. Ashes to be spread in a warm tropical happy place. Little urns of ashes to be allowed if kids want them. Be happy, have a party in my honor, no sadness cause I will see you all soon enough. Live long and life to the fullest. It's so darn short. And treat each other well. Think of the good in each day. Love you all tons and tons..

This is a RocketLawyer.com document.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Will are inserted for reference purposes only and are not to be considered as forming a part of this Will in interpreting its provisions. All words used in this Will in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Thirty Day Survival Requirement. For the purposes of determining the appropriate distributions under this Will, no person shall be deemed to have survived me unless such person is also surviving on the thirtieth day after the date of my death.

C. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate, and my estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

D. Beneficiary Disputes. If any bequest requires that the bequest be distributed between or among two or more beneficiaries, the specific items of property comprising the respective shares shall be determined by such beneficiaries if they can agree, and if not, by my Executor.

IN WITNESS WHEREOF, I have subscribed my name below, this 7th day of May, 2013.

Testator Signature: Cheryl D. Sterner

Cheryl D. Sterner

This is a RocketLawyer.com document.

AFFIDAVIT

I, Cheryl D. Sterner, the Testator, sign my name to this instrument this 12th day of May, 2013 and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly, in the presence of the undersigned witnesses, that I execute it as my free and voluntary act for the purposes expressed in the Will, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator Signature: Cheryl D Sterner

Cheryl D. Sterner

We, Susan Wyckoff and Kara Wyckoff and Teresa Herrman, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as the Testator's will and that the Testator signs it willingly in our presence, and that the Testator executes it as the Testator's free and voluntary act for the purposes expressed in the will, and that each of us, in the presence and hearing of the Testator, at the Testator's request, and in the presence of each other, hereby signs this will, on the date of the instrument, as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence, and the witnesses are of adult age and otherwise competent to be witnesses.

Witness Signature: Susan Wyckoff

Name: Susan Wyckoff

City: Newton

State: WV

This is a RocketLawyer.com document.

Witness Signature: Roger Wyckoff

Name: Roger Wyckoff

City: Morgantown

State: WV

Witness Signature:

Name: Teresa Heinzman

City: Morgantown

State: WV

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA

Subscribed, sworn to and acknowledged before me by Cheryl D. Sterner, the Testator; and subscribed and sworn to before me by SUSAN WYCKOFF and ROGER WYCKOFF and TERESA HEINZMAN witnesses, this 14th day of MAY, 2013.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHARON K. TRUMAN
29 F STREET
MORGANTOWN, WV 26501
My commission expires April 28, 2020

Notary public, or other officer
Sharon K. Truman
authorized to take and certify
acknowledgments and administer oaths

This is a RocketLawyer.com document.

United States of America

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

Affidavit of Witness to Last Will and Testament

On the 10th day of January, 2024, before the undersigned Notary Public came TERESA HEINZMAN to me personally known, who being by me first duly sworn, upon oath states:

I, TERESA HEINZMAN, was a witness to the writing hereto attached bearing the date of the 12th day of May, 2013; that I was present at the execution of the said writing and saw the testator/rix, CHERYL DEBORAH STERNER, sign her name thereto; that the said testator/rix signed and acknowledged the said writing as and for her Last Will and Testament in my presence and in the presence of the other witness; that I signed the said writing as a witness thereto; and that at the time of signing the said writing, the said CHERYL DEBORAH STERNER was of sound mind and memory and was over the age of eighteen (18) years.

OFFICIAL SEAL
Notary Public, State of West Virginia
CASEY WEAVER
PNC Bank
455 Suncrest Towne Centre, Suite 101
Morgantown WV 26505
My Commission Expires Nov. 24, 2026

(Signature)

STATE OF West Virginia

COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 10th day of January, 2024.

My Commission expires: 11/24/2026.

Notary Public

United States of America

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

Affidavit of Witness to Last Will and Testament

On the 12 day of January, 2024, before the undersigned Notary Public came SUSAN WYCKOFF to me personally known, who being by me first duly sworn, upon oath states:

I, SUSAN WYCKOFF, was a witness to the writing hereto attached bearing the date of the 12th day of May, 2013; that I was present at the execution of the said writing and saw the testator/rix, CHERYL DEBORAH STERNER, sign her name thereto; that the said testator/rix signed and acknowledged the said writing as and for her Last Will and Testament in my presence and in the presence of the other witness; that I signed the said writing as a witness thereto; and that at the time of signing the said writing, the said CHERYL DEBORAH STERNER was of sound mind and memory and was over the age of eighteen (18) years.

Susan Wyckoff

(Signature)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Rachel K. Harper
[illegible] - Mary Babb Randolph Cancer Center
PO Box 8110
Morgantown WV 26506
My Commission Expires May 4, 2028

STATE OF West Virginia

COUNTY OF Monongalia

The foregoing instrument was acknowledged before me this 12 day of January, 2024.

My Commission expires: May 04, 2028.

Rachel K. Harper

Notary Public

Estate: 11713

Harrison County
01/11/2024 @ 02:23:05 PM
9:16 A.M
03-06-24

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE ESTATE OF PATRICK H. CUNNINGHAM
DOD: JANUARY 15, 2021

PETITION TO REMOVE PERSONAL REPRESENTATIVE

Pursuant to West Virginia Code § 44-5-5, the Petitioner, Betty M. Carbone (referred to herein as "Petitioner" or "Ms. Carbone"), by and through her attorney-in-fact, Mark W. Carbone, Esq., and her counsel, J.E. White, Jr., Esq., Valerie F. Gainer, Esq., and Jackson Kelly PLLC, hereby requests that the County Commission of Harrison County, West Virginia ("Commission") remove Donna A. Comba as the Personal Representative of the Estate of Patrick H. Cunningham ("Estate"). In support of this Petition, Ms. Carbone states the following.

BACKGROUND

1. Patrick H. Cunningham ("Mr. Cunningham") died testate on January 15, 2021, a resident of Harrison County, West Virginia. He was survived by his wife, Ms. Carbone, and his daughter, Donna A. Comba ("Ms. Comba").

2. On or about January 22, 2021, Ms. Comba probated the Will of Patrick H. Cunningham ("Will") and qualified as the Personal Representative of Mr. Cunningham's Estate.

3. Pursuant to the Will, Mr. Cunningham's tangible personal property passed to Ms. Carbone and the residue of the Estate was transferred to the Patrick H. Cunningham 2015 Trust ("Trust").

4. Mr. Cunningham was the initial trustee of the Trust. Upon his death, the Trust became irrevocable, and Ms. Comba was to succeed Mr. Cunningham as trustee. Ms. Carbone is an income beneficiary of the Trust.

5. On or about April 27, 2021, Ms. Comba filed the Appraisement of the Estate (Form 6.01) with the Harrison County Fiduciary Commissioner's Office ("Commissioner's Office"). The creditors claim period for the Estate expired on or about July 4, 2021.

6. The Estate has been open now for over two and a half years. Upon information and belief, during this time, Ms. Comba has failed to (i) file any accountings relating to the Estate, (ii) keep Ms. Carbone adequately informed regarding the status of the Estate administration, (iii) timely arrange for the dissolution and wind-up of the Ten-A-Coal Co. partnership, a significant asset of the Estate, (iv) report on the management of more than sixty (60) parcels of real estate appearing upon the Appraisement or account for income collected relating to the same, (v) respond to the Notice filed by Stephen L. Bailey and of record in the Office of the County Commission of Harrison County, West Virginia, in Miscellaneous Book 56, at page 1048, thereby potentially creating or contributing to a cloud on title for Estate real property, or (vi) take sufficient action to timely close the Estate and transfer Estate assets to the Trust.

ARGUMENT

7. The Petitioner restates and incorporates by reference the allegations set forth in Paragraphs 1 through 6 above.

8. The Petitioner seeks removal of Ms. Comba as the Personal Representative of the Estate because Ms. Comba has breached her fiduciary duty under West Virginia Code § 44-1-15 to administer well and truly the estate of her decedent and has committed waste with respect to the Estate assets.

9. The County Commission has the power to revoke and annul the powers of a personal representative "whenever from any cause it appears proper . . . ." W. Va. Code § 44-5-5.

10. Upon the removal of the personal representative, the County Commission may appoint a successor personal representative to "such person as the court shall find it proper to appoint." W. Va. Code § 44-1-9.

11. As Ms. Comba is not acting in the best interest of the Estate or its heirs, the Petitioner seeks the removal of Ms. Comba as the Personal Representative of the Estate.

WHEREFORE, Petitioner requests that the County Commission grant her the following relief:

a. remove, revoke, and annul the powers of Donna A. Comba as Personal Representative of the Estate of Patrick H. Cunningham;

b. order that Donna A. Comba shall not use assets of the Estate of Patrick H. Cunningham in defending this Petition; or in the alternative, Order that the Estate shall reimburse Petitioner for expenses incurred in bringing this Petition;

c. order that Donna A. Comba shall not dispose of any assets of the Estate pending further Order from the County Commission; and

d. grant such other relief as the County Commission deems proper and just.

RESPECTFULLY SUBMITTED,

J.E. White, Jr. (WVSB No. 6315)
Valerie F. Gainer (WVSB No. 13033)
Jackson Kelly, PLLC
P. O. Box 553
Charleston, WV 25322
Telephone: (304) 340-1000
Fax: (304) 340-1130
jewhite@jacksonkelly.com
valerie.gainer@jacksonkelly.com
Counsel for Betty M. Carbone

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: THE ESTATE OF PATRICK H. CUNNINGHAM
DOD: JANUARY 15, 2021

CERTIFICATE OF SERVICE

I, J.E. White, Jr., counsel for Betty M. Carbone, do hereby certify that a true and exact copy of *"PETITION TO REMOVE PERSONAL REPRESENTATIVE"* has been served upon the following via regular U.S. Mail, this 10th day of January, 2024, and addressed to the following:

Norman T. Farley, Esq.
Fiduciary Commissioner
917 W Main St., Ste 108
Bridgeport, WV 26330

Donna A. Comba
4443 Wheeler Street
Grand Prairie, Texas 75052

J.E. White, Jr. (WVSB No. 6515)

9:15 A.M
03-06-24

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

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

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

Further, this Ordinance does not apply to Class 1 electric bikes which may be used on the "Rails to Trails" sections located in Harrison County West Virginia, nor does this Ordinance apply to scooters or skateboards.

For purpose of this Ordinance, a "Class 1 electric bike" is defined as an electric bicycle having a motor that provides rider assistance only when the bike rider is pedaling, and that further ceases to provide assistance to the rider when the electric bike reaches twenty (20) miles per hour.

Residents who must access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia are also exempt from this Ordinance.

All residents who access their primary residence by traveling across a section of a Rail Trail located in Harrison County, West Virginia shall obtain a permit for their motor vehicles which shall be always displayed and visible on the motor vehicle(s).

The permit process shall be administered by the Harrison County Parks and Recreation Department and such reasonable forms as may be necessary to effectuate the foregoing process shall be developed and utilized by the Harrison County Parks and Recreation Department.

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

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

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

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

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

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
3/9/2024		| | |-| | |-| | | | |
NAME Brenda Vernon		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT 716 / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) Pay Out remaining Vacation Days.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 2/27/2024
HUMAN RESOURCES MANAGER Laura	DATE 2/27/2024

PRINTED IN U.S.A. Rev 3/16 Re-order Form #08320 ©copyright 2022 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1488 or online www.amsterdamforms.com
Amsterdam®

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
2-24-24		| | |-| | |-| | | | |

NAME	ADDRESS
ERICA WATSON	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

12 HRS LWOP - MEDICAL

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 02-24-24
HUMAN RESOURCES MANAGER	DATE 2-24-24

PRINTED IN U.S.A. Rev 3/16 Re-order Form #08320 ©copyright 2022 Amsterdam Printing, Amsterdam, N.Y. 12010
Toll Free 1-866-466-1458 or online www.amsterdamforms.com
Amsterdam®

4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday February 28, 2024, Commissioners Susan Thomas and David Hinkle were present. Commissioner Patsy Trecost II was present via ZOOM. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and John Spires, County Clerk, said the Lord's Prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: NONE
2. Consent Agenda: Hinkle moved to approve A through G. Commission concurred.
3. Payroll Change Notices:
   A. Tyara Martin --- Completion of Training --- 911 --- Effective 03-10-2024
   B. Mikayla Shepherd --- New Hire --- 911 --- Effective 03-10-2024
   C. Zoey Sloan --- New Hire --- 911 --- Effective 03-10-2024
   D. Shawn Moore --- Discharge --- Effective 02-23-2024
4. Minutes and /or Amended Minutes of Previous Meeting: Hinkle moved to approve. Commission concurred.
   A. Board of Review and Equalization Minutes --- 02-12-2024
5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve. Commission concurred.
   A. Vendor List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application: Hinkle moved to approve A and B. Commission concurred.
   A. Exhibit A Exonerations
   B. Exhibit B Corrective Tickets
7. Review – Discuss – Consider Access Remediation Letter Agreement:
   A. Edward and Janis Flanigan --- 100 Factory Street Clarksburg, WV
   B. William Strother --- 724 Miners Way Shinnston, WV

   Hinkle moved to approve the remediation letter agreement for items A and B. Commission concurred.
8. Review – Discuss – Consider Region 4 Local Governance Structure – Appointment of Representative to committee: Laura Pysz-Laulis, County Administrator, recommends Michael Tillman. Ms. Pysz-laulis advised that Mr. Tillman is a retired director of United Hospital Center. Thomas moved to approve Mr. Tillman. Commission concurred.
9. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements: Hinkle moved to approve the requisition for UMB bank. Commission concurred.
   A. Requisition for Payment No. (02/28/2024) --- UMB Bank --- $ 1,380.33
10. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-

9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County): There is no update this week.

11. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)
12. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: (NONE)
13. Administrator's Report: Laura Pysz-Laulis reminded the elected officials that the budgets are due in March.
14. Commissioner Comments – Questions: NONE

Hinkle moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

4-B

Tuesday February 20, 2024

The Commission sat as a Board of Review and Equalization

Commissioner Susan Thomas was present. Commissioner Patsy Trecost II was present via phone. Commissioner Hinkle was absent. Also present were Laura Pysz-Laulis, County Administrator, and John Spires, County Clerk, and Joseph Romano, Assessor.

Commissioner Thomas reconvened the meeting.

No one was scheduled and no one appeared. Commissioner Trecost moved to recess the Board of Review and Equalization and reconvene on Friday February 23, 2024 at 10:00 am. Commission concurred.

DRAFT

_____ _____

Susan Thomas, President Date

4-C

At the regular meeting of the County Commission of Harrison County held on Wednesday February 14, 2024, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and Patsy Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: NONE
2. Consent Agenda: Trecost moved to approve. Commission concurred.
3. Payroll Change Notices: (NONE)
4. Minutes and /or Amended Minutes of Previous Meeting: Trecost moved to approve. Commission concurred.
   A. Regular Meeting Minutes --- 01-24-2024
   B. Board of Review and Equalization Minutes --- 02-05-2024
   C. Regular Meeting Minutes --- 02-07-2024
   D. Board of Review and Equalization Minutes --- 02-07-2024
   E. Regular Meeting Minutes --- 01-31-2024
5. Requisitions --- Purchase Orders --- Invoices: Trecost moved to approve 5A-C. Commission concurred.
   A. Greater Harrison PSD --- ARPA Funds (Requisition included in Payables)
   B. Lake Floyd PSD --- ARPA Funds (Requisition included in Payables)
   C. Vendor List of Payments
6. Exonerations --- Corrective Tickets --- Joint Property Application: (NONE)
7. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements: Trecost moved to approve 7A. Commission concurred.
   A. Requisition for Payment No. 81 --- Steptoe & Johnson --- $ 5,147.50
8. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County): NONE
9. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)
10. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: Trecost moved to approve 10A. Commission concurred.
    A. In-Line License Agreement with Meadowbrook Mall for Early Voting

11. Review - Discuss - Consider Region 4 Local Governance Structure --- Appointment of a Representative to Committee: Commissioner Hinkle advised that he is not pleased with the size of the board. Laura Pysz-Laulis spoke of past discussions. Commissioner Trecost suggested Brad Riffee from the united Way. Commissioner Hinkle would like to discuss with the Cities. Hinkle moved to table this matter. Commissioner Thomas and Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion carried.
12. Review – Discuss – Consider Access and Remediation Letter Agreements: Trecost moved to approve A and B. Commission concurred.
    A. Jed Arnett --- 873 Chicken Farm Road, Clarksburg, WV
    B. Darrell Rhoades --- 2410 Buckhannon Pike, Clarksburg, WV
13. Review – Discuss – Consider declaring properties located at the following address's as Emergency nuisances within the frame work of the IPMC so that emergency measures/ Abatement can be commenced
    A. 1884 Junkins Ave. Clarksburg, WV
    B. 140 Fleming Street Clarksburg, WV
    C. 130 Joetown Rd Shinnston, WV
    D. 94 Crummit Lane, Clarksburg, WV
    E. 3668 Mount Clare Road, Mount Clare, WV
    F. 95 Tenmile Rd Wallace, WV
    G. 3491 McWhorter Rd Lost Creek, WV
    H. 4609 Mount Clare Rd Mount Clare, WV
    I. 2027 Owings Rd Shinnston, WV
    J. 997 Francis Mine Rd Fairmont, WV
    K. 97 Frosty Lane Clarksburg, WV
    L. 104 3RD Street Gypsy, WV
    M. 440 Little Laurel Pike Lumberport, WV
    N. Off Sun Valley Road 0111050052 Clarksburg, WV

    Commissioner Hinkle asked for an explanation regarding this item. Trey Simmerman, County Attorney, spoke of history with utilizing properties. Mr. Simmerman also spoke of the intention with item number thirteen. Trecost moved to declare A through N emergency naissance within the framework of the IPMC so that emergency measures with abatement can commence. Commission concurred.

9:05 A.M. --- State Tax Department --- Deanna Sheets --- Zoom: The State Tax Department representative spoke of the application for relief from the erroneous assessment. Commissioner Thomas asked for clarification on the process and timeframe. Joseph Romano, Assessor, asked Emily Framer from the State Tax Department what other counties have decided. Laura Pysz-Laulis, County Administrator, gave an overview of the affected assessments and summarized the dollar amounts. Commissioner Hinkle would like the Assessor Valuation Sheets admitted to record. Commissioner Trecost thanked the State for finding the mistake.

14. Review - Discuss - Consider request to travel --- Robert Leonard --- March 7th & 8th 2024 WVCOA Spring Seminar --- Sutton, WV: Hinkle moved to approve. Commission concurred.
15. Review – Discuss – Consider request to travel --- Lindsay Atha --- February 21st, 22nd,

& 23RD, 2024 --- ICS 300 Course --- Barbour County 9-1-1, Philippi, WV: Hinkle moved to approve. Commission concurred.

16. Review – Discuss – Consider request to travel ---- WV Northern Community College --- APCO Class Bullying and Negativity in the Communications Center --- February 26, 2024--- New Martinsville, WV: Hinkle moved to approve. Commission concurred.
    A. Becca Martin
    B. Natasha McDaniel
    C. Julia Pierce
    D. Megan Fox
17. Review – Discuss – Consider request to travel --- WV Northern Community College --- APCO Course Active Shooter Incidents for Public Safety Communications --- February 27th, 2024: Hinkle moved to approve. Commission concurred.
    A. Gary Keith
    B. Megan Rowand
    C. Trevor Vance
    D. Mica Giaquinto
18. Review – Discuss – Consider Option to Purchase agreement and Additional Terms (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): Trecost moved to approve upon receiving documentation that all property is environmentally clean. Commissioner Hinkle asked for clarification on environmentally clean. Trey Simmerman, County Attorney, spoke of standard process with option to purchase property. Trecost moved to obtain a right of entry to ensure the property is environmentally clean with the City of Bridgeport and Energy Plaza Partners and to work with the City of Bridgeport on lifting the industrial covenants on the property. Commissioner Trecost rescinded his motion. Hinkle moved to accept as presented. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed. Trecost moved to table this matter. There is no item to table.
19. Administrator's Report: NONE
20. Commissioner Comments – Questions: NONE

Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

4-D

At the regular meeting of the County Commission of Harrison County held on Wednesday February 21, 2024, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and Kathleen Panek said a prayer and led those present in the Pledge of Allegiance to the flag. There was also a moment of silence held for the Liberty High School Teacher and Student along with all of the Students throughout the County dealing with the tragic loss.

1. Public Comment Period: NONE
2. Consent Agenda: Trecost moved to approve. Commission concurred.
3. Payroll Change Notices: (NONE)
4. Minutes and /or Amended Minutes of Previous Meeting: Trecost moved to approve. Commission concurred.
   A. Board of Review and Equalization Minutes --- 01-31-2024
5. Requisitions --- Purchase Orders --- Invoices: Laura Pysz-Laulis advised that the requisition for WV Fitness in the amount of $1,376.00 is being pulled from the list. Trecost moved to approve with the exception stated by the County Administrator. Commission concurred.
   A. Vendor List of Payments
6. Review – Discuss – Consider State Tax Department Application for Relief from Erroneous – Assessment: Trecost moved to reject the application. Commissioner Trecost voted in favor. Commissioner Thomas and Commissioner Hinkle voted against. Motion failed. Hinkle moved to accept the application. Commissioner Thomas and Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion passed. Trecost spoke of the revenue loss and the State acknowledging the mistake. Hinkle stated that all taxes should be collected.
8. Review – Discuss – Consider A Resolution Authorizing the acceptance of funds from the WV Department of Environmental Protection FY 2024 DLAP Project Grant: Hinkle moved to approve the resolution and affix the President's signature. Commission concurred.
9. Review – Discuss – Consider A Resolution Authorizing the application for Harrison County Emergency Management Performance Grant: Gina Jones spoke on the funding process for the grant. Hinkle moved to approve. Commission concurred.
10. Review – Discuss – Consider MOU for Elections between the Harrison County Commission and the City of Shinnston: Trecost moved to approve the MOU. Commission concurred.
11. Review – Discuss – Consider Awarding Aerial Photography Bid: Mike Pizzino spoke of bid increases of the aerial photography over past years. Mr. Pizzino stated the three bid amounts. Laura Pysz-Laulis and Mike Pizzino recommend "Six Guns". Trecost moved to approve and accept the bid for "Six Guns" for the aerial photography. Commission concurred.
12. Review – Discuss – Consider Supporting Board of Education Program Gamechanger with Opioid Funds: Commissioner Trecost would like the County Administrator to consider supporting the Board of Education program. Dora Stutler, Harrison County Board of Education Superintendent, spoke of the program, her support and vetting of the program. Trecost moved to allocate $30,000.00 to the Game Changer program. Commission concurred.

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

Commissioner Hinkle asked of the differences between items A,B and C. Laura Pysz-Laulis spoke of the differences. There was discussion of those differences. Trecost moved to strike section eleven on Exhibit B and accept Commissioner Thomas revisions of allowing maintenance to include the parks and cooridinate their schedule with Parks and Recreation, along with a yearly basis beginning March 1st and for the President to affix signature. Commission concurred.

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): Hinkle moved to enter into executive session pursuant to 6-9A-4(b)(9) and invite Thrasher to attend. Commissioner Thomas and Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion passed.

Commissioner Trecost moved to exit the executive session and enter into regular session. Commission concurred.

Commissioner Trecost moved to accept the CSX transaction which includes paving the rail trail fourteen feet wide. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion passed. Commissioner Hinkle feels that we are moving too fast and there are no answers regarding the cost to remediate the property and deal with the environmental issues on the trail as well as future issues with the water table is unknown. Hinkle moved to approve a phase III study. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed.

14. Administrator's Report: NONE
15. Commissioner Comments – Questions: NONE

Trecost moved to adjourn. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

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

_____ _____

Susan Thomas, President Date

4-E

Wednesday February 14, 2024

The Commission sat as a Board of Review and Equalization

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

Commissioner Thomas opened the meeting.

No one was scheduled and no one appeared. Commissioner Hinkle moved to recess the Board of Review and Equalization and reconvene on Tuesday February 20, 2024 at 12:00 pm. Commission concurred.

_____ _____

Susan Thomas, President Date

DRAFT

4-F

Tuesday February 27, 2024

The Commission sat as a Board of Review and Equalization

Commissioner Susan Thomas was present. Commissioners David Hinkle and Patsy Trecost II were present via phone. Also present were Laura Pysz-Laulis, County Administrator, Micah Fisher, Deputy County Clerk, and Joseph Romano, Assessor.

Commissioner Thomas opened the meeting.

No one was scheduled and no one appeared. Commissioner Thomas thanked the employees in the Assessor's office for their effort during the Board of Review. Assessor Romano thanked the Commission for their help and the extension. With no other business to come before the Board of Review and Equalization, meeting adjourned sine die.

_____ _____

Susan Thomas, President Date

4-G

Friday February 23, 2024

The Commission sat as a Board of Review and Equalization

Commissioner Susan Thomas was present. Commissioner Patsy Trecost II was present via phone. Commissioner Hinkle was absent. Also present were Laura Pysz-Laulis, County Administrator, John Spires, County Clerk, and Joseph Romano, Assessor.

Commissioner Thomas opened the meeting.

No one was scheduled and no one appeared. Assessor Romano and Commissioner Thomas commended the staff in the Assessor's office for their effort during the Board of Review. Commissioner Trecost moved to recess the Board of Review and Equalization until Tuesday February 27, 2024 at 11:00 am.

_____ _____

Susan Thomas, President Date

Date of Meeting	March 6, 2024	Invoice - Quote								5-A	
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund		QUOTES	Other as Needed
Commission	Canon Financial	Contract & Insuranc	$218.02								
Commission	Mon Power	Service Extension Office	$204.16								
Commission	FedEx	Postage	$27.82								
Commission	Frontier	Service Courthouse	$329.60								
Commission	Frontier	Service Courthouse	$341.87								
Commission	Hope Gas	Service Courthouse	$482.38								
Commission	Hope Gas	Service 609 W.Main	$251.88								
Commission	Hope Gas	Service 633 W. Pike	$29.49								
Commission	Glen Elk Iron	Employee Wellness	$128.00								
Commission	Frontier	State-Wide Computer	$57.44								
Commission	Hope Gas	Service GSB	$1,156.52								
Commission	Exponent Telegram	Legal Ad	$73.63								
Commission	Pitney Bowes	Postage Mail Machine	$5,760.58								
Commission	Mon Power	Service 609 & 633	$1,538.03								
Commission	Hart Office Solution	Copier Rental County Clerk	$172.01								
Commission	Hope Gas	Service Courthouse	$4,947.66								
Commission	Mon Power	Service Employee parkinglot	$6.43								
Commission	Mon Power	Service VA Rail Trail Tunnel	$112.65								
Commission	U S Cellular	Cellular Account	$265.11								
Commission	Visual Edge	Copier Rentas & Toner	$653.37								
Commission	WesBanco	Annual Debt Serv. Payment	$289,441.75								
Commission	Waste Management	Waste to Landfill	$36.28								
Commission	The Thrasher Group	CSX Environmental Testing			$6,607.50						
Commission	Batman Trophy	Name Plates & Holders	$127.20								
Commission	UniFirst	Carpet Runner Rental	$129.71								
Commission	Ace Aggregates	Gravel Rail Trail	$668.87								
Commission	Visual Edge	Toner	$159.99								
Commission	Visual Edge	Copier Rental	$477.83								
Commission	Summit Park VFD	Reimbursement	$12,480.24								
Commission	Johnson's Fire Equipment	Hose Testing & Face Gear	$17,519.76								
Law Enforcement	Optimum	Internet	$132.35								
Law Enforcement	Advantage Occupational	Drug Screens	$120.00								
Law Enforcement	Axon Enterprises	Body Cams & Tasers	$43,500.00								
Law Enforcement	AT &T Mobility	LPR & Equipment	$120.72								
Law Enforcement	Sandy's	Supplies	$20.98								
Law Enforcement	Trapuzzano's	Uniform Supplies	$593.74								
Law Enforcement	Jeffrey Petroski	Employee Wellness	$54.47								
Home Confinement	Axon Enterprises	Body Cam & Tasers				$2,393.61					
Parks & Rec	Swag Gear WV	Staff Shirts			$218.00						
Parks & Rec	U S Bank	Various Supplies			$721.97						
Parks & Rec	JT Martin & Safety	Inspection			$218.14						
Parks & Rec	UniFirst	Carpet Runner			$21.75						
Parks & Rec	Lowes	Supplies			$156.97						
Parks & Rec	Marsh	Supplies			$13.49						
Parks & Rec	Jacob Hayhurst	Reimbursement			$162.00						
Parks & Rec	Mon Power	Servcie			$1,046.51						
WVU Extension Service	Jason Burnside	Travel Reimbursement	$89.08								
WVU Extension Service	Elizabeth Skidmore	Travel Reimbursement	$212.48								

Date of Meeting	March 6, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Process	Axon Enterprises	Body Cams & Tasers	$3,191.52							
Maintenance	Liberty Distributors	Supplies	$470.00							
Maintenance	Sandy's True Value	Supplies	$32.97							
Maintenance	Amtower Auto Parts	Various Supplies	$70.59							
Maintenance	Collision Plus	Step Bars	$352.00							
Maintenance	Glotfelty Tire	Tires Dump Trailer	$154.00							
Maintenance	Sandy's True Value	Automobile Parts	$22.34							
Maintenance	Stationers	Supplies	$1,860.08							
Maintenance	UniFirst	Carpet Runner Rental	$129.71							
Maintenance	Sunset Outdoor Supply	Ven Trac Maintenance	$626.67							
Maintenance										
County Clerk	Packard Business System	Numbering Stamp	$165.00							
County Clerk	John Spires	Milage Reimbursement	$167.50							
County Clerk	Amazon.com	Supplies	$15.98							
911 Center	Frontier	Harrison Taylor 911		$754.22						
911 Center	Mon Power	Grafton Tower		$389.54						
911 Center	Verizon Wireless	Alerts		$99.99						
911 Center	APCO International	Recertification		$30.00						
911 Center	APCO International	Recertification		$30.00						
911 Center	APCO International	Recertification		$60.00						
911 Center	APCO International	Recertification		$60.00						
911 Center	APCO International	Recertification		$60.00						
911 Center	APCO International	Recertification		$60.00						
911 Center	U S Cellular	Cellular Account			$422.36					
911 Center	JBG Services	Repairs to Gate Card Reader			$340.19					
911 Center	UniFirst	Carpet Runner Rental			$62.25					
911 Center	State Electric	Light Bulbs			$280.20					
911 Center	Lowes	Supplies			$16.70					
OEM/911	Statewide Emergency	2024 Utility Vehicle			$53,076.00				$53,076.00	
Circuit Clerk	Hart Office Solutions	Name Plate	$58.50							
Animal Control	Frontier	Phone Service			$170.94					
Animal Control	Lewis Mobile Veterinary	Services			$325.50					
Animal Control	Liberty Distributors	supplies			$227.66					
Park & Rec	Frontier	Phone Service			$269.83					
Garage	Chenoweth Ford	Automobile Parts	$186.70							
Garage	Chenoweth Ford	Automobile Parts	$241.77							
Garage	Collision Plus	Repairs	$1,902.75							
Garage	Fisher Auto Parts	Automobile Parts	$19.48							
Garage	Fisher Auto Parts	Automobile Parts	$183.26							
Garage	Whaley Distributing	Supplies	$98.20							
Community Corrections	BestNotes	Monthly Subscription				$510.60				
Community Corrections	Micro Distributing	Lab Confirmations				$7,373.60				

Date of Meeting	March 6, 2024	Invoice- Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Community Corrections	Pace	Shredding Service				$55.00				
Community Corrections	Stationers	Supplies				$606.64				
Community Corrections	Gourmet Catering	Lunch Board Meeting				$300.00				
Community Corrections	Jessica Smith	Travel Reimbursement				$56.72				
Community Corrections	Upshur County Day Report	Reimbursement				$125.00				
			$392,591.12	$1,543.75	$64,357.96	$11,421.17	$0.00	$0.00		$0.00
					Grand Total :	$469,914.00				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

7-A

REQUISITION FOR PAYMENT
FROM ADMINISTRATIVE EXPENSE FUND

$20,573,000
The County Commission of Harrison County
Senior Tax Increment Refunding Revenue Bonds
Series 2021 A Tax-Exempt
(Development District No. 3 – White Oaks)

$4,195,000
The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds
Series 2021 B Taxable
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT NO. 34

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Administrative Expense Fund (the "Requisition") under a Indenture of Trust, dated as of May 25, 2021 (the "Indenture") between the Issuer and United Bank, as bond trustee thereunder, that:

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

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses as that term is defined in the Indenture, and (b) is an authorized expenditure under Amended Project Plan No. 2 and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is **$1,525.00.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$1,525.00** is to be paid to a third party payee that is not affiliated with the issuer or on a joint basis to the Issuer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this **6th day of March, 2024.**

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Steptoe & Johnson	Invoice #1114540	Dated: 12/08/2023	$ 1,325.00
MuniCap, Inc.	Invoice #022024-139	Dated: 02/28/2024	200.00
		Total	**$ 1,525.00**

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
TAX ID # 55-0286140
PHONE: (304) 933-8200
www.steptoe-johnson.com

DUE UPON RECEIPT

Laura Pysz, County Administrator
Harrison County Commission
301 W. Main Street
Clarksburg, WV 26301

Invoice Date:	December 8, 2023
Invoice Number:	1114540
Matter Number:	384480.00046

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2023

REMITTANCE PAGE

Client: Harrison County Commission

Matter: White Oaks Industrial Park TIF District Administrative Matters

Total Due This Invoice	**$**	**1,325.00**
Amount of Payment	**$**	

Payment Address:
Steptoe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):
www.steptoe-johnson.com/payments

Electronic Payment Instructions:
The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33
(Please Reference Invoice Number)

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
TAX ID # 55-0286140
PHONE: (304) 933-8200
www.steptoe-johnson.com

DUE UPON RECEIPT

Laura Pysz, County Administrator
Harrison County Commission
301 W. Main Street
Clarksburg, WV 26301

Invoice Date:	December 8, 2023
Invoice Number:	1114540
Matter Number:	384480.00046

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2023

Client: Harrison County Commission

Matter: White Oaks Industrial Park TIF District Administrative Matters

Total Current Fees	$	1,325.00
Total Current Due	**$**	**1,325.00**

Payment Address:
Steptoe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):
www.steptoe-johnson.com/payments

Electronic Payment Instructions:
The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33
(Please Reference Invoice Number)

Attorney-Client Communication - Privileged and Confidential

TIME DETAIL

Date	Initials	Description	Hours	Amount
09/12/23	EBT	Prepare Annual TIF Report	0.25	66.25
09/18/23	EBT	Prepare Annual TIF Report	0.25	66.25
09/19/23	EBT	Prepare Annual TIF Report	0.25	66.25
09/20/23	EBT	Prepare Annual TIF Report	1.00	265.00
09/25/23	EBT	Prepare Annual TIF Report	0.75	198.75
09/26/23	EBT	Prepare Annual TIF Report	0.25	66.25
09/27/23	EBT	Prepare Annual TIF Report	0.50	132.50
09/28/23	EBT	Prepare Annual TIF Report	0.25	66.25
09/29/23	EBT	Prepare Annual TIF Report	0.50	132.50
10/04/23	EBT	Prepare Annual TIF Report	0.50	132.50
10/13/23	EBT	Finalize and submit Annual TIF Report	0.50	132.50
		Total		**$ 1,325.00**

TIMEKEEPER SUMMARY

Name	Title	Rate	Hours	Amount
Eli B. Tilley	Associate	$265.00	5.00	1,325.00
		Total	**5.00**	**$ 1,325.00**

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
2/28/2024	022024-139

Balance Due $200.00

Remit check to: MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

or

Wire Instructions:
Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

Gina Jones
Director of Grants & Special Proj.
Harrison County Commission
229 South 3rd Street
Clarksburg, WV 26301

Project: Harrison County-WhiteOak Admin 1676

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 2/28/2024

Invoice # 022024-139

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Project: Harrison County-WhiteOak Admin

Terms	Client #
Net 30	1676

Item	DATE	Description	Hrs	Amount
Sr Assoc (MS)	1/19/2024	Prepare account statements for updating account reconciliation.	0.25	50.00
Sr Assoc (MS)	1/24/2024	Update account reconciliation for December activity.	0.5	100.00
Sr Assoc (MMM)	1/31/2024	Prepare administrator budget tracker for billing year 2024.	0.25	50.00
		Subtotal Fees:		200.00

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$200.00**

MS/PK

Billing Inquiries? Call (443) 539-4104

E

7-B

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (03/06/24)

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

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

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

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

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$1,976.25**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$1,976.25** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$1,976.25** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **6th day of March, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #022024-079	Dated: 02/28/2024	$1,976.25
	Total		**$1,976.25**

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
2/28/2024	022024-079

Balance Due $1,976.25

Remit check to: MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

or

Wire Instructions:
Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:
The County Commission of Harrison County
ATTN: Susan Thomas, President
229 South 3rd Street
Clarksburg, WV 26301

Project: Charles Pointe Series 2008 — 1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
2/28/2024	022024-079

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Project: Charles Pointe Series 2008

Terms	Client #
Net 30	1394

Item	DATE	Description	Hrs	Amount
Director (PSK)	1/4/2024	Review CED assessments reconciliation. Request information from county. Discuss reconciliation with associate.	4.75	1,068.75
Proj Mgr (SAM)	1/4/2024	Discuss collections request from state auditor with associate.	2	430.00
Proj Mgr (SAM)	1/9/2024	Request developer's quarterly reports.	0.25	53.75
Sr Assoc (MMM)	1/10/2024	Provide update MuniCap incumbency form/point of contact information to Trustee.	0.25	50.00
Sr Assoc (MS)	1/10/2024	Prepare account statements for updating account reconciliation.	0.25	50.00
Proj Mgr (SAM)	1/11/2024	Update account reconciliation with November and December transactions. Confirm debt service payments.	0.75	161.25
Sr Assoc (MMM)	1/23/2024	Updates regarding management of project tasks and reports in project management softwares.	0.25	50.00
Director (JLA)	1/30/2024	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
		Subtotal Fees:		1,976.25

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$1,976.25**

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

7-C

REQUISITION FOR PAYMENT FROM ADMINISTRATIVE EXPENSE FUND

$36,500,000
The County Commission of Harrison County
Special District Excise Tax Revenue and Improvement Bonds,
Series 2019 A
(Charles Pointe Economic Opportunity Development District)

$12,280,000
The County Commission of Harrison County
Subordinate Special District Excise Tax Revenue and Refunding Bonds
Series 2019 B
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 82 (03/06/24)

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "*Issuer*"), by its Authorized Officer, hereby certifies in connection with this Requisition for Payment from Administrative Expense Fund (the "*Requisition*") pursuant to an Indenture of Trust (the "*Indenture*") for the above captioned bonds (the "*Series 2019 Excise Tax Bonds*"), dated as of August 16, 2019, by and between the Issuer and Wilmington Trust, N.A., as trustee, pursuant to which UMB Bank, N.A., serves as successor trustee (the "*Trustee*"), and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board") and pursuant to a Development Agreement for the Series 2019 Excise Tax Bonds, dated as of August 16, 2019 (the "*Development Agreement*") by and among the Issuer, the District Board, Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "*Developer*") and Charles Pointe Crossing, LLC, a West Virginia limited liability company (the "*Site Developer*") that:

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

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Indenture and Development Agreement, (b) is an authorized expenditure under the Project Plan and the EODD Act, and (c) such requested expenditures, when combined with previous disbursements from the Administrative Expense Fund during the current Bond Year do not exceed $80,000 in the aggregate for such Bond Year.

3. The total amount requested to be disbursed pursuant to this Requisition is **$7,435.50.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) **$ -0-** is to be paid to the Issuer, the District Board, the Developer or Site Developer as reimbursement to the Issuer, the District Board, the Developer or Site

Developer for an invoice or statement previously paid by the Issuer, the District Board, the Developer or the Site Developer; and

(b) **$7,435.50** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **6th day of March, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #022024-310	Dated: 02/28/2024	$1,852.50
UMB Bank	Invoice #970255	Dated: 02/20/2024	$2,614.00
UMB Bank	Invoice #970359	Dated: 02/21/2024	$2,969.00
		Total	**$7,435.50**

UMB

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

Invoice 970255

Invoice Date:	**February 20, 2024**
Account Number:	**158735.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

Billing Period: **November 1, 2023 through November 30, 2023**

Prior Balance:	$5,711.00
Payments Received as of February 20, 2024	$5,711.00
Adjustments	$ 0.00
Outstanding Balance:	$ 0.00

Current Billing Period:

Current Period Fees	$2,614.00
Total Fees Due	$2,614.00

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

Account Number:	158735.1
Invoice Number:	970255
Remit Balance	$2,614.00

Payment Due Upon Receipt

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	970255
Attention	Fee Processing

UMB

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

Invoice 970255

Account Detail

Account Number: 158735.1

Charles Pointe EODD 2019ABC

Administrative Fees

Administration Fee	$625.00
Administrative Fees Total	**$625.00**

Transaction Fees

Volume Based

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

Account Total **$2,614.00**

UMB

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

Invoice 970359

Invoice Date:	**February 21, 2024**
Account Number:	**158735.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

Billing Period: **December 1, 2023 through December 31, 2023**

Prior Balance:	$2,614.00
Payments Received as of February 20, 2024	$ 0.00
Adjustments	$ 0.00
Outstanding Balance:	$2,614.00
Current Billing Period:	
Current Period Fees	$2,969.00
Total Fees Due	$5,583.00

Remittance Stub
Billing Period 12/01/2023 - 12/31/2023

Account Number:	158735.1
Invoice Number:	970359
Remit Balance	$5,583.00

Payment Due Upon Receipt

Charles Pointe EODD 2019ABC
Attn: County Administrator
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	970359
Attention	Fee Processing

UMB

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

Invoice 970359

Account Detail

Account Number: 158735.1

Charles Pointe EODD 2019ABC

Administrative Fees

Administration Fee	$625.00
Administrative Fees Total	**$625.00**

Transaction Fees

Volume Based

Security Location	Transaction Type	Security Type	Volume	Rate	Fees	Adjustment to Min/Max	Location Total
	Default Specialist		2.40	710.00	1,704.00		
	Default Administration Fees		1.00	640.00	640.00		2,344.00
Volume Based Total:			**3.40**				**2,344.00**
Transaction Fees Total							**$2,344.00**

Account Total **$2,969.00**

UMB

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

Invoice 970359

Statement of Receivables

Reflects Only Those Payments Received And Applied As of February 20, 2024

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
970255	February 20, 2024	November 1, 2023 to November 30, 2023	2,614.00	0 days
	Total Balance Due		**2,614.00**	

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
2/28/2024	022024-310

Balance Due

Remit check to: or **Wire Instructions:**

MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

Gina Jones
Director of Grants and Special Proj.
Harrison County Commission
229 South 3rd Street
Clarksburg, WV 26301

Project	Charles Pointe 2019	2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #
2/28/2024	022024-310

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Project	Terms	Client #
Charles Pointe 2019	Net 30	2024

Item	DATE	Description	Hrs	Amount
Exec VP (MD)	1/2/2024	Review year-end tax information in QuickBooks.	0.25	68.75
Proj Mgr (SAM)	1/9/2024	Request developer's semiannual report.	0.25	53.75
Sr Assoc (MMM)	1/10/2024	Provide update MuniCap incumbency form/point of contact information to Trustee.	0.25	50.00
Exec VP (MD)	1/11/2024	Review December journal entries.	0.25	68.75
Proj Mgr (SAM)	1/11/2024	Update account reconciliation with November and December transactions. Confirm debt service payments.	0.75	161.25
Director (KL)	1/16/2024	Set up project in IRS Form 1099 system.	0.25	56.25
Sr Assoc (OO)	1/16/2024	Post December journal entries in QuickBooks.	0.5	100.00
Exec VP (MD)	1/17/2024	Confirm October balances in QuickBooks and approve final journal entries. Prepare October financial reports and email reports to board.	0.5	137.50
Sr Assoc (OO)	1/17/2024	Post December journal entries in QuickBooks.	0.5	100.00
Exec VP (MD)	1/19/2024	Review November and December journal entries.	0.5	137.50
Proj Mgr (NMG)	1/19/2024	Check to confirm if vendor needs 1099 reports and run 1099 reports. Research transactions and W-9s.	0.5	107.50
Proj Mgr (SAM)	1/19/2024	Confirm event notice related to debt service non-payment and follow up related to requested statements.	0.25	53.75
Exec VP (MD)	1/22/2024	Prepare financial reports for November and December and distribute.	0.25	68.75
Proj Mgr (SAM)	1/22/2024	Finalize account reconciliation updates related to November and December transactions.	0.25	53.75
Sr Assoc (OO)	1/22/2024	E-mail final 1099 list to trustee for approval.	0.25	50.00
Director (KL)	1/23/2024	Begin input of Form 1099 information into IRS system.	0.25	56.25
Sr Assoc (MMM)	1/23/2024	Updates regarding management of project tasks and reports in project management software.	0.25	50.00
Proj Mgr (NMG)	1/24/2024	Check vendor information. Print Forms 1099.	0.25	53.75
Director (KL)	1/24/2024	Submit Form 1099 information to IRS and resolve corrections.	0.5	112.50
Director (JLA)	1/30/2024	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Sr Assoc (EA)	1/30/2024	Update excise tax database with December activity.	1	200.00

Total

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
2/28/2024	022024-310

Balance Due $1,852.50

Remit check to: or **Wire Instructions:**

MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

Gina Jones
Director of Grants and Special Proj.
Harrison County Commission
229 South 3rd Street
Clarksburg, WV 26301

Project: Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 2/28/2024

Invoice # 022024-310

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Project: Charles Pointe 2019

Terms	Client #
Net 30	2024

Item	DATE	Description	Hrs	Amount
		Subtotal Fees:		1.852.50

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$1,852.50**

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

WEST VIRGINIA REAP PROGRAM
West Virginia SHPO Information Sheet for Section 106/State Review Projects

The following information is needed for SHPO staff to be able to complete a review of a federal or state funded or permitted project (undertaking). Please ensure that all information is provided; missing information may delay the completion of review.

It is our office's understanding that this funding was provided directly to the State from the U.S. Treasury; therefore, as directed by the Advisory Council on Historic Preservation, the project is not considered a federal review. This review is therefore completed according to WV Code 29-1-8.

General Information
a. Community Name: Harrison County
Community Contact: Harrison County Commission / Planning Director
Name: Charlotte Shaffer Street
Address: 301 West Main Street
Phone Number: 304-624-8692
Email address: cshaffer@harrisoncountywv.gov

- Project Information
  Street Address to be Demolished: 1271 New Creek Road
  City Salem
  County Harrison
  Zip Code 26424

- Age of Building/Date Built: 1900 / 124 years old

- Included on WVGIS website: yes or no No

  https://mapwv.gov/shpo/ Please consult the provided website to determine if the building is included in an existing National Register historic district or has a previously completed Historic Property Inventory Form. Please contact WV SHPO staff for assistance with this website if needed.

  If the submitted building is determined eligible by WV SHPO staff or is listed in the National Register of Historic Places, we may request justification that the building must be demolished. The completion of a WV Historic Property Inventory Form will be required prior to demolition in order to mitigate the loss of the historic resource. Forms and instructions can be found at https://wvculture.org/research/national-register-of-historical-places/ Photos to document the building for mitigation will follow the

National Register photo guidelines. Please contact WV SHPO staff for assistance if needed.

- Original owner and use of building (if known):

- WV Dept. of Environmental Protection
  Contact Information: REAP RADPP Program
  Name: Sandy Rogers
  Street Address: 601 57th St. S.E. Charleston WV 25304
  Phone Number: 304-926-0499 ext. 49762
  Email address: sandra.d.rogers@wv.gov

ATTACHMENTS

- Street Map: Please attach a street map from Google or other source that clearly identifies the location of the building scheduled for demolition.

- Copies of recent building inspection or engineering reports if available (or notices of building code violations or other local permitting actions):

- Project Photographs: Photographs of buildings should incorporate the entire building. These may include photographs of the front, back and sides of the building. It is important that you provide photographs that show the entire building to determine if there are alterations to the building that impact its original condition.

- Please provide photos of adjacent buildings unless included in other demolition requests. All photographs should be clear, concise, clearly labeled and keyed to a project map.

Please ensure that all information is provided; missing information may delay the completion of review. We will provide additional comments upon receipt of the requested information; however, we reserve the right to request additional information, including the completion of Historic Property Inventory forms. Completed review requests can be emailed to John Adamik at john.d.adamik@wv.gov. Please copy Ben Riggle at benjamin.m.riggle@wv.gov

Any questions, please contact our office at (304) 558-0240.


Feb 13, 2024 1:54:13 PM

NOTICE OF VIOLATION

Location: 1271 NEW CREEK ROAD

Owner or Lessee: MICHAEL LYONS JR

In Care of: _____

Address: 1247 NEW CREEK ROAD, CLARKSBURG

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

COMMENTS: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690
The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: _____

Date: FEBRUARY 13, 2024

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 2/13/2024		
Property Address:	1271 New Creek Road	**Inspected By:** [illegible]		
City, County:	Salem WV	**Year Home Built:** 1980		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other (fire)	✓		
	Mold Visible Inside		✓	






PRIVATE
PROPERTY

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 11/16/2023		
Property Address:	100 Factory Street	**Inspected By:** RY		
City, County:	Clarksburg, WV	**Year Home Built:** 1905		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 100 FACTORY STREET CLARKSBURG

Owner or Lessee: EDWARD AND JANIS FLANIGAN

In Care of: _____

Address: 50 GRANDVIEW EST, CLENDENIN, WV 25045

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

COMMENTS: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690
The Harrison County Commission has the right to file a lien in accordance with section 106.3

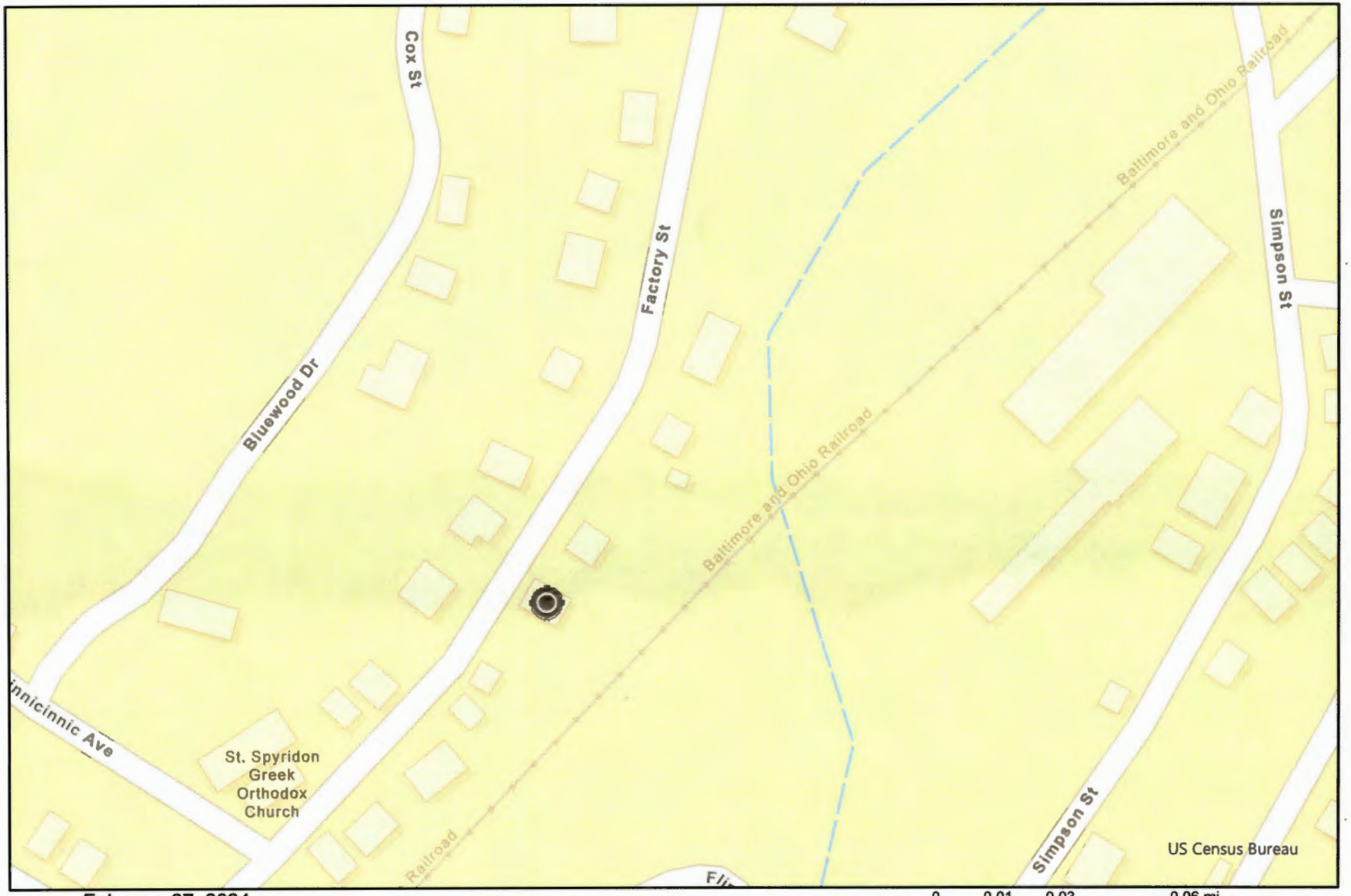
Time: _____

Date: 11-16-2023

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

WV SHPO Map



February 27, 2024

1:2,257

0 0.01 0.03 0.06 mi

Lat/Long: (39.281386 N, 80.307352 W)

Notes:

WVGISTC, WVSHPO

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 30th day of January, 2023, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Edward & Janis Flanigan, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 7, Map 1111, Parcel 327.1 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on his/her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on Flanigans' property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT Edward and Janis Flanigan HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

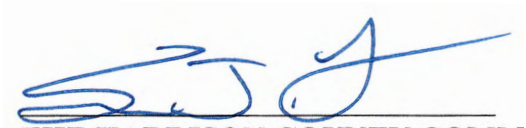
ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.



THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By: Susan J. Thomas

Its: President

Dated: 2-28-2024

Edward & Janis Flanigan

Its owner

Dated: 1/30/24

The foregoing Agreement was acknowledged before me this 30th day of January, ~~2023,~~ 2024 by Edward and Janis Flanigan

My commission expires June 24, 2026

NOTARY PUBLIC

[SEAL]

LEGENDRE ZIRKER
Notary Public - North Carolina
Mecklenburg County
My Commission Expires Jun 24, 2026

[insert Exhibit 1 – Nuisance Packet]


6421 →
Apr 26, 2023 1:27:17 PM
Shinnston Pike
Meadowbrook
Harrison County
West Virginia

Wednesday, January 10, 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. **Review – Discuss – Consider Organizational Matters for Calendar Year 2024**
   - **A. Election of President**
   - **B. Hours of Operation for Courthouse and General Services Building**
   - **C. Date & Time of Regular Meetings – Approved 11-15-2023**
   - **D. Agenda – Notice of Meeting – Meeting Management – Approved 11-15-2023**
   - **E. Holiday Schedule for 2024 – Approved 10-18-2023**
   - **F. Appointments to Boards and Committees**
     Exhibit A – Boards and Committees Commission Serve on
     Exhibit B – HCC Board Appointees for 2024
2. **Public Comment Period**
3. **Consent Agenda**
4. **Payroll Change Notices:**
   - **A. Elizabeth Runyon --- FMLA --- County Clerk**
   - **B. Braiden Klema --- 78 Hours Leave W/O Pay --- 911 --- Effective 12-24-2023**
5. **Minutes and /or Amended Minutes of Previous Meeting:**
   - **A. Regular Meeting Minutes --- 12-13-2023**
6. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Greater Harrison PSD --- ARPA Funds (Requisition included in Payables)**
   - **B. Lake Floyd PSD --- ARPA Funds (Requisition included in Payables)**
   - **C. Vendor List of Payments**

7. Review – Discuss – Consider Matters with Steptoe & Johnson --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County: Exhibit A
    - Letter from WV Economic Development Authority requesting information on Charles Pointe Bonds
    - Pending sale of Civic Multi Use Facility at Charles Pointe by City Of Bridgeport entity
    - Status of engagement of underwriters/placement agents for Charles Pointe bonds
    - Potential to extend property TIF Districts for Charles Pointe and White Oaks
    - Engagement by County Commission of legal services to address the referenced matters for Charles Pointe and White Oaks TIF Districts
8. Review – Discuss - Consider Proposed exhibit re: location of Harrison County Rail Trail in proximity to Lane property"
9. Review, Discuss, Consider Phase II Environmental Site Assessment (CSX Rail Trail Project) – Potential executive session to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision
10. Review – Discuss – Consider Ordinance Prohibiting Motorized Vehicles from being operated on Rail to Trails in Harrison County, WV
11. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
    A. Requisition for Payment No. 32 --- MuniCap, Inc. --- $ 350.00
    B. Requisition for Payment No. 79 --- MuniCap, Inc. & UMB Bank --- $ 5,319.50
    C. Requisition for Payment No. (01/10/24) --- MuniCap, Inc. --- $ 8,336.25
12. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County
13. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)

14. Review - Discuss - Consider Orders and Election Orders as Presented by the Clerk: Exhibit A
    - Consolidation of 2 existing precincts (#82 Adamston into #74 United Methodist Temple) into one precinct #74
    - Creating 2 new precincts (#1A & #66B) to comply with Statewide redistricting
    - Permanent Polling place changes (#59 Reynoldsville New Hope Church to #59 Reynoldsville VFD) AND (#36A Oakmound Community Center to #36A H.C. Parks & Recreation Complex)
15. Review - Discuss - Consider A Resolution authorizing the applications for funds from the West Virginia Department of Agriculture for the WV Spay/Neuter Assistance Program
16. Review – Discuss – Consider Tax Exemption certificate for Fuelman and Affix signature of President
17. Review – Discuss – Consider declaring properties located at (1) 30 Downridge Road, Fairmont (2) 10 Glory Road, Shinnston (3) 429 Bristol, Salem (4) 2061 Owings Road, Shinnston (5) 389 New Quarters Road, Meadowbrook (6) 6124 Shinnston Pike, Meadowbrook as emergency nuisances within the frame work of the IPMC so that emergency measures/abatement can be commenced.
18. Review – Discuss – Consider Access and Remediation letter agreements:
    (1)Mary Ann Ferrell --- 3080 Popular Street, Clarksburg, WV (Hepzibah, WV)
    (2)Virginia Rockwell --- 3980 Lucas Rd. Shinnston, WV
19. Administrator's Report
20. Commissioner Comments – Questions

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

A. Weekly Fiduciary Report from the County Clerk
    1. 12-13-2023 thru 12-19-2023
    2. 12-20-2023 thru 12-26-2023
    3. 12-27-2023 thru 01-02-2023

B. Monthly Fiduciary Commission Settlements:
    1. Joan Bernadette Rogers, Deceased
    2. Janice Arlene Mcmurdo, Deceased
    3. Neil Lynn Brake, Deceased

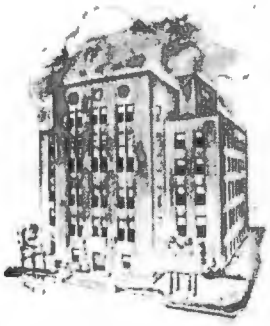
C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service

1. Final Report --- VFW Post 573 --- Special Funding
2. East View PSD --- Meeting Minutes --- 12-12-2023
3. Enlarged Hepzibah PSD --- Meeting Agenda --- 01-08-2024
4. Sun Valley PSD --- Meeting Agenda --- 01-09-2023
5. Hope Gas --- Letter of update --- Pipeline system
6. Extension Services --- Homespun News
7. Greater Harrison PSD --- Meeting Minutes --- 11-16-2023
8. Commerce District at Charles Pointe Association, Inc. --- Meeting Minutes 11-16-2023 (Sub Common Interest Community of the Commerce District)
9. Commerce District at Charles Pointe Association, Inc. --- Meeting Minutes 11-6-2023 (Charles Pointe Master Association, Inc.)

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)

Harrison County
John R Spires, Clerk
Instrument 202400002915
02/12/2024 @ 03:02:45 PM
GENERAL ORDER
Book 92 @ Page 802
Pages Recorded 11



HARRISON COUNTY COURT HOUSE

Harrison County Commission

LAURA PYSZ
COUNTY ADMINISTRATOR
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

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

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

2. Public Comment Period (NONE)

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

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

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

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

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

7. Review- Discuss-Consider Matters with Steptoe & Johnson --- (Potential Executive Session Pursuant to 6-9A-4(b) (9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of the County: Exhibit A: Trecost moved to enter Executive Session with Mike Romano present. Commissioners Thomas and Trecost voted in favor. Commissioner Hinkle voted against. Hinkle asked about the need to enter Executive session. Motion carried. Trecost moved to enter regular session. Commission concurred. No action taken.

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

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

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

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

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

11. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Commissioner Trecost left the meeting. Hinkle moved to approve 11A, 11B and 11C. Commission concurred.
A. Requisition for Payment No. 32 --- MuniCap, Inc. --- $ 350.00
B. Requisition for Payment No. 79 --- MuniCap, Inc. & UMB Bank --- $ 5,319.50
C. Requisition for Payment No. (01/10/24) --- MuniCap, Inc. --- $ 8,336.25

12. Review - Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County: (NONE)

13. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)

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

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

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

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

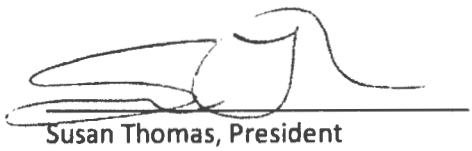
18. Review - Discuss - Consider Access and Remediation letter agreements: Hinkle moved to approve 18-1 and 18-2 and for the demolition of houses. Commissioners Thomas and Hinkle voted for. Motion carried.
(1)Mary Ann Ferrell --- 3080 Popular Street, Clarksburg, WV (Hepzibah, WV)
(2)Virginia Rockwell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

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

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

Commissioner Hinkle moved to adjourn. Motion carried.

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



Susan Thomas, President

1-17-2024

Date

7018 1830 0001 3940 4265

U.S. Postal Service

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Frank John Rosa Loria

Street and Apt. No., or PO Box No.
Virginia Loria

City, State, ZIP+4®
134 Edgewood Ave.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Frank, John, Rosa Loria
C/o Virginia Loria
134 Edgewood Ave.
Clarksburg WV 26301

9590 9402 4664 8323 2200 80

2. Article Number (Transfer from service label)

7018 1830 0001 3940 4265

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Laura Jessica ☐ Agent ☒ Addressee

B. Received by (Printed Name) SAM LORIA

C. Date of Delivery 4-28-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ red Mail
- ☐ red Mail Restricted Delivery
- r $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 4/1/2023		
Property Address:	124 Shinnston Pike	**Inspected By:** RY		
City, County:	Meadowbrook WV	**Year Home Built:** 1900		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)		✓	
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 1624 SHINNSTON PIKE

Owner or Lesee: FRANK, JOHN, ROSA LORIA

In Care of: VIRGINIA LORIA

Address: 134 EDGEWOOD AVE CLARKSBURG

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

COMMENTS: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690
The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: _____

Date: APRIL 20, 2023

Copy Received by: _____

Code Enforcement Officer: Robert Leonard

WV SHPO Map



February 27, 2024

1:2,257

0 0.01 0.03 0.06 mi

Lat/Long: (39.409401 N, 80.245384 W)

Notes:

13-A

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 23 day of FEBRUARY, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Mike Davisson, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia – and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 12, Tax Map 46b, Parcel 24 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on Mike Davisson property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT** Mike Davisson **HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

By _____

Its Owner

Dated: 2-23-24

The foregoing Agreement was acknowledged before me this 23rd day of February, 2024, by Michael Davidson

My commission expires June 29, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHARLOTTE SHAFFER
Harrison County Planning Department
301 West Main Street
Clarksburg, West Virginia 26301
My Commission Expires June 29, 2026

_____
NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

13-B

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 22nd day of February, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Shane Reynolds, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 14, Map 244, Parcel 18 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on his/her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on Shane Reynolds property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT Shane Reynolds HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Shane Anne Reynolds

Its Owner

Dated: Feb 22 2024

The foregoing Agreement was acknowledged before me this 22 day of Feb, 2024, by Shane Reynolds

My commission expires 1-8-2026

Crystal Dawn Hersh

NOTARY PUBLIC

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CRYSTAL DAWN HERSH
CITY NATIONAL BANK
320 4TH AVE
MONTGOMERY, WV 25136
MY COMMISSION EXPIRES JANUARY 08, 2025

[insert Exhibit 1 – Nuisance Packet]

14

HARRISON COUNTY PROSECUTING ATTORNEY'S OFFICE
RACHEL ROMANO, PROSECUTING ATTONEY

Memo

To: Laura Pysz

From: Rachel Romano

Date: February 26, 2024

Re: Budget Revision

Please make the following line item budget revisions to the current 2023-2024 budget for the Prosecuting Attorney's Office:

From:
405-222 Dues & Subscriptions $ 500.00

To:
405-349 Charges by Other Gov Units $ 500.00

Rachel Romano
Signature Line

15-A

Harrison County Commission

Request to Attend Meeting

Name: Paul Bump

Department: 9-1-1

Destination: Four Points Sheraton, Charleston, WV

Travel Dates: March 25, 2024

Reason: NENA "Addressing for NG911" Class

Total Estimated Cost $ 150.00

Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$
Registration			$ 150.00
Meals (Estimated)			$
Incidentals			$

Employee Signature: _____ Date: 02/26/2024

Approving Authority: _____ Date: 3/1/2024
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove

Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

15-B

Harrison County Commission

Request to Attend Meeting

Name: Steve Martin

Department: 9-1-1

Destination: Four Points Sheraton, Charleston, WV

Travel Dates: March 25, 2024

Reason: NENA "Addressing for NG911" Class

Total Estimated Cost $ 150.00

Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$
Registration			$ 150.00
Meals (Estimated)			$
Incidentals			$

Employee Signature: _____ Date: 2-28-24

Approving Authority: _____ Date: 3/1/2024
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove

Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

16

FAIR HOUSING RESOLUTION

Whereas, the *Harrison County Commission* desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of this State and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in the *Harrison County;* and,

Whereas, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, sex, or national origin; and,

Whereas, under the West Virginia State Fair Housing Law, Title 49-2-305, MCA, it is illegal to deny housing to any person because of race, sex, religion, color, age, physical or mental handicap or national origin;

Therefore, be it resolved the *Harrison County Commission,* West Virginia makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

Therefore, be it also resolved that a Fair Housing Law poster, which has the "Equal Housing Opportunity" logo, will be displayed at *Harrison County Courhouse and the General Services Building.*

Therefore, be it also resolved that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The *Harrison County Commission* shall inform all *Harrison County* employees of the *Harrison County* commitment to fair housing.

2. The Harrison County Commission will post this resolution in *Harrison County* buildings and other public places and publicize it.

3. The *Harrison County Commission* shall direct all employees to forward immediately to the County Commission any reports they receive of housing discrimination.

4. The *Harrison County Commission* shall forward such complaints to the West Virginia Human Rights Commission, 1321 Plaza East, Room 108A, Charleston, West Virginia, 25301-1400, within 10 days of receipt of said complaint.

Signature: _____

Title: _____

Date: _____

22

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE FOR THE WV SPAY/NEUTER ASSISTANCE PROGRAM, ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID GRANT

WHEREAS, the Harrison County Commission participated by applying for the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, on behalf of the Harrison County Animal Control, and

WHEREAS, the Harrison County Animal Control, through an application process, will have the ability to provide assistance to successful applicants to spay/neuter their animals, while controlling the pet overpopulation, 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 participation in the West Virginia Department of Agriculture Spay and Neuter Assistance Program, and

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

The Harrison County Commission authorizes the acceptance of the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, for the Harrison County Animal Control in the amount of Seven Thousand Five Hundred Dollars, ($7,500) and commits to the match of One Thousand Eight Hundred and Seventy Five Dollars ($1,875).

PASSED by the Harrison County Commission on this the 6th day of March 2024.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, February 21, 2024, through Tuesday, February 27, 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 21, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **FRANKLIN DONALD NUZUM**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

SHEILA DIANE TICHENOR, who was named in the last will and testament of **RUSSELL TICHENOR SR**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

MELISSA KIM BOND, who was named in the last will and testament of **DENNIS LYNN BOND**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Friday, February 23, 2024, the following matters were disposed of in the presence of the Clerk:

A duly copy of the last will and testament of **MONA DORINE SHAW CALLAHAN**, deceased, late a resident of WAKE, NORTH CAROLINA, was admitted to record.

On, Monday, February 26, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **LUELLA JANE EVERITT**, deceased was referred to **ROBERT L GREER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

BEATRICE A DEFAZIO, who was named in the last will and testament of **AUGUSTINE DEFAZIO**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **ADAM LOUIS DILLEY** was appointed and qualified as ADMINISTRATOR of the estate of **RICKEY EUGENE DILLEY**, deceased. No bond was required.

On, Tuesday, February 27, 2024, the following matters were disposed of in the presence of the Clerk:

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

TRAVIS WELDON TALLMAN, who was named in the last will and testament of **TERRY WELDON TALLMAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **MADELINE VARETA HAWKINS**, deceased, late a resident of MARION, WEST VIRGINIA, was admitted to record.

B-1

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

CAROLYN J. HUNTER, ADMINISTRATOR
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

DONALD GEORGE PETERS, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Administrator of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 3rd day of November, 2023, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 7th day of January, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 8th and 15th days of November, 2023, the time so fixed being according to law; and that at the end of business hours on the 7th day of January, 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Carolyn J. Hunter, Administrator of the estate of Donald George Peters, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week on the

26th day of January, 2024, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 30th day of January, 2024.

Robert L. Greer
Fiduciary Commissioner

United States of America

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

Affidavit and Waiver of Final Settlement

I,CAROLYN J HUNTER, personal representative(s) in the estate of DONALD GEORGE PETERS after being first duly swo n do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

CAROLYN J HUNTER Carolyn J Hunter (L.S.)
EXECUTRIX

STATE OF New York COUNTY OF Chenango

The foregoing instrument was acknowledged before me this 29th day of December, 2023.

My Commission expires: 3-10-26 Shelly W. Marks
Notary Public

SHELLY W. MARKS
Notary Public, State of New York
No. 4853878
Qualified in Chenango County
My Commission Expires March 10, 2026

CAROLYN J HUNTER Carolyn J Hunter (L.S.)
DAUGHTER

STATE OF New York COUNTY OF Chenango

The foregoing instrument was acknowledged before me this 29th day of December, 2023

My Commission expires: 3-10-26 Shelly W. Marks
Notary Public

SHELLY W. MARKS
Notary Public, State of New York
No. 4853878
Qualified in Chenango County
My Commission Expires March 10, 2026

BARBARA A ROTH Barbara Roth (L.S.)
DAUGHTER

STATE OF New York COUNTY OF Chenango

The foregoing instrument was acknowledged before me this 17th day of January, 2024

My Commission expires: March 10, 2026 Shelly W. Marks
Notary Public

SHELLY W. MARKS
Notary Public, State of New York
No. 4853878
Qualified in Chenango County
My Commission Expires March 10, 2026

JEANNE M PETERS _____ Jeanne M. Peters (L.S.)
DAUGHTER

STATE OF New York COUNTY OF Chenango

The foregoing instrument was acknowledged before me this 17th day of January, 2024

My Commission expires: March 10, 2026 Shelly W. Marks

Notary Public

SHELLY W. MARKS
Notary Public, State of New York
No. 4853878
Qualified in Chenango County
My Commission Expires March 10, 2026

DONALD R PETERS _____ Donald R Peters (L.S.)
SON

STATE OF Tennessee COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 9th day of January, 2024.

My Commission expires: 02/22/2027 Emily L Richmond

Notary Public

EMILY RICHMOND
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY, TN

Please note: for dates on and after July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ROBERT J. PEVLER, ADMINISTRATOR
CTA OF THE ESTATE

OF **///** **REPORT OF CLAIMS**
AND
FIRST ANNUAL SETTLEMENT

DOLORES ANN SHELTON,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims and First Annual Settlement of the accounts of Robert J. Pevler, Administrator CTA of the Estate of Dolores Ann Shelton, deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

(SEE ATTACHED ACCOUNTING)

Your Commissioner certifies that pursuant to the requirements of the West Virginia Code, as amended, the County Commission appointed the 2nd day of July, 2023, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 3rd and 10th days of May, 2023, the time so fixed being according to law; and that no claims had been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner, on the 16th day of March, 2023.

Your Commissioner certifies that the name of Robert J. Pevler, Administrator CTA of the Estate of Dolores Ann Shelton, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th days of December, 2023, in the Clarksburg Exponent- Telegram, as required by law.

Whereupon your Commissioner proceeded to make up this report, in manner and form as prescribed by the West Virginia Code, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and First Annual Settlement of the accounts of said fiduciary; that the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; that ten (10) days having elapsed since said notice was given, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this the 21ST day of February, 2024.

Norman T. Farley, Fiduciary Commissioner

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ANNUAL REPORT

ESTATE OF DOLORES ANN SHELTON, deceased

Date of Death: November 11, 2022

By: ROBERT J. PEVLER, Administrator of the Estate

RECEIPTS

Item 1 - Real Property:		
a.	Harrison 16-2401-0010 0000 0000	$300,000.00 (in kind)
b.	Upshur 01-9999-0000 0470 0000	100.00 (in kind)
c.	Upshur 04-9999-0000 4260 0000	250.00 (in kind)
Item 2 - Tangible Personal Property:		
	Home contents	$ 30,000.00 (in kind)
	2012 Toyota Camry	14,100.00 (in kind)
Item 3- Bonds and Securities:		
	None	
Item 4 - Shares of Stock:		
	MVB Financial Corp	$ 48,185.00 (Est.)
	Nuveen AMT-Free Quality Mun. Inc.	6,280.00 (Est.)
	Dominion Energy, Inc.	76,057.67
	Invesco	5,619.65
Item 5 - Money, Bank Accounts, CDs, etc.:		
	Huntington Acct 4352	$ 13,749.89
	MVB Acct 7502	3,704.51
	MVB Acct 5868	3,590.13
	Talcott Resolution	1,279,405.58
	Capitol Securities	1,938,444.00 (in kind)
	Edward Jones	.03

5a - Any interest accumulated since death:

Item 6 - All other Assets not hereinbefore mentioned:

Mass Mutual Life Ins.	$ 26,498.46
Raymond James (refund)	200.00
FEGLI MetLife Life Ins.	23,025.84
NY Life Ins.	29,031.81
US Treasury (refund)	50.00
OPM Benefit	5,668.08
Diversified Gas and Oil (royalties)	42.43
AR Capital Fair Fund	102.55

If any money was advanced to the estate for payment of bills, indicate the amount and by whom it was advanced.

Robert J. Pevler	$ 1,206.92
Total Receipts	$3,805,312.55

DISBURSEMENTS

Court costs (Fees, Bond, Recordings, etc.)	$ 923.50
Personal representative compensation	73,832.37 (unpaid)
Funeral expenses (Dolores)	16,058.10
Funeral expenses (monument)	1,967.20
Medical bills	298.82
Final utility bills	1,069.79
Credit card bills	7,822.67
Accountant	215.00
US Dept Treasury (federal tax)	5,130.00
WV State Tax Dept	102.00
US Dept Veteran Affairs (return overpayment)	100.00
Return of final pension payments	1,463.97
Bank fees	138.65
Shipping	68.42
Robert J. Pevler (return of advancements)	1,206.92 (unpaid)
Total Disbursements	$110,397.41

TOTAL RECEIPTS:	$3,805,312.55
LESS TOTAL DISBURSEMENTS:	- 110,397.41
BALANCE FOR DISTRIBUTION:	**$3,694,915.14**

DISTRIBUTION OF ESTATE:

List the Beneficiaries of the Estate, their relationship to the Deceased, and the amounts they are to receive. If the property is to be given in kind, for example, a car, indicate that and give the appraised value.

Marvin P. Shelton, Jr., child	Harrison County real estate		$300,000.00 (in kind)
	1/3 Upshur County OGM		116.67 (in kind)
	1/3 home contents		10,000.00 (in kind)
	1/3 Capitol Securities		646,148.00 (in kind)
	Partial distributions		254,700.00
	Subtotal	$1,210,964.67	
Hollance S. Turner, child	1/3 Upshur County OGM		$ 116.67 (in kind)
	1/3 2012 Toyota Camry		14,100.00 (in kind)
	1/3 home contents		10,000.00 (in kind)
	1/3 Capitol Securities		646,148.00 (in kind)
	Partial distributions		350,000.00
	Subtotal	$1,020,364.67	
Benjamin L. Shelton, child	1/3 Upshur County OGM		$ 116.66 (in kind)
	1/3 home contents		10,000.00 (in kind)
	1/3 Capitol Securities		646,148.00 (in kind)
	Partial distributions		354,700.00
	Subtotal	$1,010,964.66	

Total Distributions to date:	**$3,242,294.00**
Cash on hand:	$ 473,195.43
Stocks on hand:	54,465.00 (Est.)
Less disbursements unpaid:	-75,039.29
Remaining funds:	$ 452,621.14(Est.)
Balance for Distribution:	**$3,694,915.14**
Less Total Distributions to date:	- 3,242,294.00
Less Remaining funds:	- 452,621.14
Zero balance	**0.00**

VERIFICATION OF REPORT

I, Robert J. Pevler, Administrator of the Estate of Dolores Ann Shelton, deceased, do swear that the above listing is a true, correct and complete report of all receipts and disbursements made from this estate.

Robert J. Pevler, Administrator CTA

STATE OF WEST VIRGINIA
COUNTY OF MARION

Taken, subscribed and sworn to before me, the undersigned authority, this 28th day of November, 2023.

Notary Public

My commission expires:
June 3, 2024

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KELSEY AMBER ROMAIN
1606 EDGEWAY DRIVE
FAIRMONT, WV 26554
My commission expires June 3, 2024

United States of America

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

Report of Receipts, Disbursements and Distribution; Affidavit Notice

This day ROBERT J PEVLER reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of DOLORES ANN SHELTON, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 21st day of February, 2024 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

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

John R Spires
Clerk of the Harrison County Commission

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

DONALD EUGENE LYNCH,
EXECUTOR OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

ARDEN LYNCH, JR.,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Arden Lynch, Jr.**, deceased.

Your Commissioner, who has before him the Affidavit and Waiver of Final Settlement which is duly signed and notarized by the personal representatives and all heirs, beneficiaries, and distributees of the **Estate of Arden Lynch, Jr.,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **September 25, 2023**; that your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **7th day of January, 2024**, was appointed by your Commissioner as the day to receive on or before that date proofs of claim against said estate at his law office located at 917 W. Main Street, Bridgeport, West Virginia 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **8th and 15th days of November, 2023**; and,

That there were no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no

necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Affidavit and Waiver of Final Settlement duly executed by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Arden Lynch, Jr.**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **7th and 14th days of February, 2024**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final report for the settlement of the accounts of said personal representative.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Donald Eugene Lynch, Executor of the Estate of Arden Lynch, Jr., deceased**.

GIVEN under my hand this 21st day of February, 2024.

Norman T. Farley, Fiduciary Commissioner
Harrison County, West Virginia

United States of America

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

Affidavit and Waiver of Final Settlement

I,GEORGE ARDEN FINLY, personal representative(s) in the estate of REBECCA HOLDEN FINLY after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

GEORGE ARDEN FINLY _____ (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 21st day of December, 2023.

My Commission expires: April 24, 2028 _____
Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
Vicki Reeves
49 Hickory View Way, Apt. 103
Shinnston, WV 26431
My commission expires April 24, 2028

GEORGE ARDEN FINLY _____ (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 22nd day of January, 2024

My Commission expires: December 12, 2024 _____
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Bridgeport WV 26330
My Commission Expires December 12, 2026

MARY CLARE FINLY _____ (L.S.)
DAUGHTER

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 29th day of December, 2023.

My Commission expires: 11/13/25 _____
Notary Public

Notary Public State of Florida
Linda C Jones
My Commission
HH 184100
Exp.11/13/2025

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

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

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Casey Blake
Deputy Clerk

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

GEORGE ARDEN FINLY,
EXECUTOR OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

REBECCA HOLDEN FINLY,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Rebecca Holden Finly**, deceased.

Your Commissioner, who has before him the Affidavit and Waiver of Final Settlement which is duly signed and notarized by the personal representatives and all heirs, beneficiaries, and distributees of the **Estate of Rebecca Holden Finly**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **August 21, 2023**; that your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **5th day of November, 2023**, was appointed by your Commissioner as the day to receive on or before that date proofs of claim against said estate at his law office located at 917 W. Main Street, Bridgeport, West Virginia 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **6th and 13th days of September, 2023**; and,

That there were no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Affidavit and Waiver of Final Settlement duly executed by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Rebecca Holden Finly**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and,

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **7th and 14th days of February, 2024**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final report for the settlement of the accounts of said personal representative.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **George Arden Finly, Executor of the Estate of Rebecca Holden Finly, deceased**.

GIVEN under my hand this 21st day of February, 2024.

Norman T. Farley, Fiduciary Commissioner
Harrison County, West Virginia

United States of America

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

Affidavit and Waiver of Final Settlement

I,DONALD EUGENE LYNCH, personal representative(s) in the estate of ARDEN LYNCH JR after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the es ate.

DONALD EUGENE LYNCH Donald E Lynch (L.S.)
EXECUTOR

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23 day of January 2024

My Commission expires: Dec 8, 2025 Casey Blake
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Casey Blake
Harrison County Clerks Office
229 S 3rd St.
Clarksburg, WV 26301
My Commission Expires Dec 8, 2025

DONALD EUGENE LYNCH Donald E Lynch (L.S.)

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23 day of January 2024

My Commission expires: Dec 8, 2025 Casey Blake
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Casey Blake
Harrison County Clerks Office
229 S 3rd St
Clarksburg, WV 26301
My Commission Expires Dec 8, 2025

ROBERT WILSON III (L.S.)
GREAT GRANDSON

STATE OF WV COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23 day of January 2024

My Commission expires: Dec 8, 2025 Casey Blake
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Casey Blake
Harrison County Clerks Office
229 S 3rd St.
Clarksburg, WV 26301
My Commission Expires Dec 8, 2025

KAREN SUE MIKES Karen Sue Mikes (L.S.)
DAUGHTER

STATE OF Louisiana COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 7th day of January 2024

My Commission expires: Life Jennifer Leigh Traylor

Notary Jennifer L. Traylor
ID# 131410

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, ____.

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

C-2

Sun Valley Public Service District
Special Board Meeting

Thursday
February 29, 2024
3:30 PM

AGENDA

1. Call meeting to order

2. New Business
   A. Discuss, Review & Approve proposed 19A Sewer Rate Increase

3. Public Comments

4. Adjournment

C-3

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

MEETING MINUTES

The regular meeting of the East View Public Service District was held on Tuesday, February 12, 2024, at noon.

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

FINANCIAL:

WV Municipal Bond - $2838
USDA Rural Development Loan - $1081
Clarksburg Water Board - $2101.13
Clarksburg Sanitary Board - $5307.82
Payroll – $3480
CWCR Account - $607.07
HNB 2.5 % - $467
CWCR-S Account - $313.67
First Data - $127.42
Frontier - $81
Tetrick and Bartlett - $400
Hope Gas - $297
Unifirst - $66.88
Bennett & Dobbin - $525
Mon Power - $82.18
HNB - $76.60
Enterprise Sanitation - $43.38
Federal Deposit - $838.30 (Withholdings)
State of WV Deposit - $162 Withholdings)
The Town of Anmoore - $48.08
Miss Utility of WV - $35
USPS - $246.30
Misc - $135.84

New Business:

1. Discussed the audit from the Public Service Commission going on this week due to our request for rate increases.

2. Discussed meter well rings and lids we have had to replace along with our systems age and the future possibilities for radio read meters.

Old Business:

1. Tabled our discussion on seeking a newer truck.