Harrison County Commission Meeting
Wednesday, August 21, 2024
10:00 A.M.

The Harrison County Commission Meeting is held on the 3rd floor of the Harrison County General Services Building (229 South 3rd St.), if you are unable to attend in person, 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:

10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

10:05 A.M. --- Estate Hearing – Petition to Appoint an Administrator for the Estate of Darlene Ann Cameron

10:10 A.M. --- Estate Hearing – Petition to Accept a Copy of a Will for the Estate of John Ervin Vanhor Greaver Jr.

10:15 A.M. --- Estate Hearing – Petition to Accept a Copy of a Will for the Estate of Edith D. Davisson

10:20 A.M. --- Special Funding Request from Harrison County WV Historical Society Inc. requesting $10,950.00 for Funding Assessments of Stealey Goff Vance House

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Tyara Martin --- 911 --- Extended Medical Leave --- Effective August 9, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for June 12, 2024
   - **B.** Regular Meeting Minutes for June 26, 2024
   - **C.** Regular Meeting Minutes for July 17, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations --- Exhibit A
   - **B.** Corrective Tickets --- Exhibit B
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: (NONE)**

8. **Review—Discuss—Consider** Resolution Authorizing the Harrison County Commission Staff to Pay Certain Vendors prior to Submitting the Bills to the Harrison County Commission
9. **Review—Discuss—Consider** Quotes for the Paving of the New Washington Ave Parking Lots
10. **Review—Discuss—Consider** Allocating FY 2024-2025 HC Improvement Opportunity to Rail Trail Bridge #1
11. **Review—Discuss—Consider** Approving Contract with McKinley Architecture and Engineering for the Harrison County Animal Control Shelter
12. **Review—Discuss—Consider** Elected Officials Approval Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended for Mt Clare Fire Volunteer Fire Department of proposed financing of equipment – to Rescind Previous Approval due to Incorrect Date
13. **Review--- Discuss—Consider** All County Fire Protection Funding
14. **Administrator's Report**
15. **Commissioner Comments – Questions**

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

A. **Weekly Fiduciary Report from the County Clerk**
    1. August 7, 2024 through August 13, 2024
B. **Monthly Fiduciary Commission Settlements: (NONE)**
C. **Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Harrison/ Taylor 911 Advisory Board Meeting Agenda for August 20, 2024
    2. Harrison/ Taylor 911 Advisory Board Meeting Minutes for July 16, 2024
    3. Greater Harrison PSD Regular Meeting Minutes for July 18, 2024
    4. Greater Harrison PSD Financial Information for July 2024
    5. Greater Harrison PSD Meeting Agenda for August 15, 2024 at 9am
    6. Sun Valley PSD Regular Board Meeting for July 9, 2024
    7. Sun Valley PSD Outstanding Invoices as of July 31, 2024
    8. Thank you Card from Clarksburg History Museum

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

1. Funding request --- Clarksburg History Museum (03-27-2024)
2. Estate Hearing --- Petition to remove administrator --- Carol Sue Keavney (04-10-2024)

10:05AM

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF DARLENE ANN CAMERON

PETITION TO PROBATE THE LAST WILL AND TESTAMENT OF DARLENE ANN CAMERON

Comes now the Petitioner, Consuelo A. Wolfinger, by counsel D. Andrew McMunn, pursuant to West Virginia Code §41-5-5 and respectfully petitions the County Commission of Harrison County, West Virginia, to probate, in solemn form, the Last Will and Testament of Anna N. Thomas (hereinafter the "Will"). In support of said Petition, the Petitioner states as follows:

1. That Darlene Ann Cameron (the "Decedent") died, a resident of Harrison County, West Virginia, on the 26th day of September, 2023. (See Exhibit A)

2. That the Decedent's address at the time of her death was 511 New Creek Road, Clarksburg, Harrison County, West Virginia (the "residence").

3. That upon information and belief, Petitioner believes that the Decedent's probate estate consists of her residence of an unknown value at this time; checking account with approximately $25,000.00 and household items and personal effects having a value of $1,000.00 or less.

3. That the Decedent was unmarried at the time of her death.

4. That the Decedent had no children.

5. That the Decedent had no living siblings, nieces or nephews.

6. That the Petitioner was the Decedent's closest friend and served as her financial and medical power of attorney prior to her death. (See Exhibit B)

7. That the Decedent executed a Last Will and Testament on the 14th day of June, 2017. The original Last Will and Testament is lodged with the Clerk and a copy is attached hereto (See Exhibit C).

8. Pursuant to Article IV of her Last Will and Testament, the Decedent appointed Kenneth Queen of Bruceton Mills, West Virginia to serve as Executor.

9. The said Kenneth Queen preceded the Decedent in death having died a resident of Bruceton Mills, West Virginia, on the 24th day of May, 2021 (See Exhibit D)

10. The Decedent's Last Will and Testament failed to appoint an alternate representative to administer her estate.

11. That pursuant to WV Code §44-1-2, because the Decedent died testate, the person that would have been entitled to administration of the estate if there had been no will may qualify and give bond.

12. Had the Decedent died intestate, WV Code 44-1-4(a) states that administration shall be granted to the distributees who apply preferring husband or wife and then others as the Clerk sees fit. If nobody applies within 30 days, then Clerk may grant administration to creditors or any other person who shall be fit.

13. That since the Decedent's death, the Petitioner has dedicated a great deal of effort to identify and locate the heirs at law of the Decedent to ensure that the Decedent's estate is settled according to the Decedent's wishes.

14. That upon information and belief, those entitled to serve as the representative of the estate pursuant to West Virginia Code §44-1-2 are the following living cousins of the Decedent:

(a) Cathy Bodnar Fedor, 8165 Cliffview Drive, Poland Ohio 44514

(b) Thomas Stash, 6 Hoffman Woods Road, Red Hook New York 12571

(c) Cindi Bodnar Mathers, whereabouts unknown

(d) Lorriane Wells, 7816 Rolston Street, Annandale, Maryland 22003

(e) Rita Murphy, 108 Prospect Bay Drive West, Grasonville, Maryland 21638

15. That with the exception of Cindi Bodnar Mathers, the Petitioner has secured signed and notarized waivers from each of the cousins declining to serve as Administrator. (See Exhibit E).

16. That the Petitioner has reached out to cousin Cindi Bodnar Mathers via social media and phone messages, but has been unsuccessful to date in receiving a response.

17. That while it is possible that the Decedent has other distant relatives, the above named cousins are unaware of any others.

18. That although waivers are not required of the legatees of the Last Will and Testament, in addition to contacting the heirs at law that are entitled to serve as Administrator pursuant to West Virginia Code §44-1-2, the Petitioner has secured signed waivers from the individual legatees (not the corporate legatees) of the Last Will and Testament. (See Exhibit F)

19. That the corporate legatees pursuant to the Last Will and Testament are: the Clarksburg Mission which is to receive the Decedent's furniture; the Harrison County Library which is to receive the Decedent's books and bookcase; St. Jude's Children's Hospital which is to receive 50% of the residue; the Humane Society of the United States which is to receive 25% of the residue; and Americas Vetdogs which is to receive 25% of the residue.

20. That shortly after the death of the Decedent, the Petitioner presented the Last Will and Testament for probate to the deputy clerk of the County Commission of Harrison County, West Virginia. As herein indicated, the original Last Will and Testament remains lodged with the Clerk.

21. That it has been nearly ten (10) months since the Decedent's death and none of the heirs at law or any other individual have shown any interest in administering the estate of the Decedent.

22. That the Decedent died owning approximately 108 acres in Tenmile-Outside District, Harrison County, West Virginia. (See Exhibit G)

23. That the Last Will and Testament calls for the sale of the real estate and the distribution of the net proceeds to the legatees.

24. That the Petitioner has kept the real estate and residence from falling into disrepair, but the utilities, taxes and insurance need to be paid to continue that effort.

25. That during the Decedent's lifetime, the Petitioner, pursuant to her power of attorney, had the authority to secure the residence and to pay the utilities, taxes and insurance, but may no longer do so due to the expiration of the power of attorney.

26. That the Petitioner promised the Decedent that she would carry out her wishes.

27. That the Petitioner is willing to be bonded and to administer the estate of the Decedent.

28. That the appointment of the Petitioner as Administrator is in the best interest of the administration of the estate.

WHEREFORE, for the foregoing reasons, the Petitioner respectfully requests that the County Commission of Harrison County, West Virginia, conduct a hearing on this Petition following publication against the unknown heirs and that following the same, it determine and order as follows:

1. That the Decedent's Will is authentic.

2. That the Decedent's Will complies with West Virginia law.

3. That the Decedent's Will fails to name an alternate representative to administer the estate.

4. That each of the known heirs at law that would have been entitled to administer the estate pursuant to West Virginia Code §44-1-2 have waived their right to serve, with the exception of Cindi Bodnar Mathers, who has not come forward to be appointed or responded to the efforts of the Petitioner.

5. That the Decedent's Will be admitted to probate

6. That the Petitioner be permitted to qualify as the Administrator with Will Annexed of the Decedent's estate with appropriate bond.

7. That the Petitioner have such other and further relief as the County Commission deems appropriate.

Respectfully submitted this 10th day of July, 2024.

D. ANDREW McMUNN (WVSB #6076)
STEELE MCMUNN, PLLC
347 Washington Avenue
Clarksburg, WV 26301
Telephone: (304) 624-4004
Facsimile: (304) 624-9334
Email: dam@steelemcmunn.com
Counsel for Petitioner

AFFIDAVIT

STATE OF WEST VIRGINIA)
(TO-WIT:
COUNTY OF HARRISON)

CONSUELO A. WOLFINGER, being first duly sworn, upon her oath, says that:

1. She is over the age of eighteen (18) years.

2. She was the Decedent, Darlene Ann Cameron's closest friend and medical and financial power of attorney.

3. She has reviewed the Petition attached hereto.

4. The facts and statements contained in the Petition are true, except insofar as they are therein stated to be upon information and belief, and insofar as they are therein stated to be upon information and belief, she believes them to be true.

5. That there may be heirs of the decedent whose names and places of residence are unknown to her which requires an order of the County Commission to serve notice of these proceedings by publication.

And further affiant sayeth not.

Consuelo A. Wolfinger

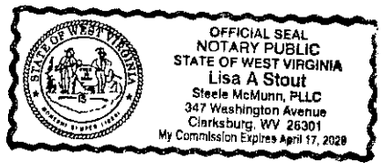
Taken, subscribed and sworn to before me this 10th day of July, 2024.

Notary Seal

Lisa A. Stout
Notary Public

My commission expires:

April 17, 2029



IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF DARLENE ANN CAMERON

ORDER FILING PETITION , SETTING HEARING AND REQUIRING SERVICE OF PROCESS ON UNKNOWN HEIRS BY PUBLICATION

On this day came the Petitioner, Consuelo A. Wolfinger, and tendered and asked leave to file her ***PETITION TO PROBATE THE LAST WILL AND TESTAMENT OF DARLENE ANN CAMERON***, duly verified, and asked the County Commission to schedule a hearing on the matters set forth in the Petition. The County Commission, having seen and inspected said Petition, does hereby **ORDER** the Petition to be filed herein and that a hearing be scheduled for the _____ day of _____, 2024, at _____.m. at the Harrison County Courthouse in Clarksburg, West Virginia, to consider the matters set forth in the Petition.

It is **FURTHER ADJUDGED, ORDERED and DECREED** that the unknown heirs of the Decedent shall be given notice of these proceedings and the entry of this order setting a hearing on the matters set forth therein by an order of publication arranged for by counsel for Petitioner and in compliance with Rule 4e(E) of the West Virginia Rules of Civil Procedure.

The Clerk is hereby directed to forward certified copies of this Order, upon entry, to D. Andrew McMunn, Esquire, Steele McMunn, P.L.L.C., 347 Washington Avenue, Clarksburg, WV 26301.

ENTER: _____

_____
Susan Thomas, President
Harrison County Commission

_____
Patsy Trecost, Commissioner
Harrison County Commission

_____
David Hinkle, Commissioner
Harrison County Commission

PREPARED BY:



D. Andrew McMunn (WV State Bar ID #6076)
Counsel for Petitioner, Consuelo A. Wolfinger

EXHIBIT A

438052

202300021238

United States of America

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

Death Certificate

I, John R Spires, Clerk of the Harrison County Commission, and as such, custodian of the records of Deaths, hereby certify that Death Record Book **2023** Page **802** in my office will show:

Name: **DARLENE ANN CAMERON**

SSN: 1718

Death Record Information

Birth Date:	September 18, 1946	Birth Place:	Youngstown, OH United States
Death Date:	September 26, 2023	Death Place:	Bridgeport, WV United States
Date Recorded:	October 12, 2023	Legal Address:	511 NEW CREEK ROAD
State File Date:	September 28, 2023	Legal City-State:	SALEM WV
Age:	77 years	Legal County:	Harrison-United States
Sex:	FEMALE		
Attendant:	ALEXANDRIA JOHNSON NURSE PRACTITIONER		
Cause of Death:	Bronchogenic Carcinoma		
Marital Status:	WIDOWED		
Mother:	HELEN THERESA BODNAR		
Father:	FRANK THOMAS SLAYZAK		

In Testimony Whereof, I have hereunto affixed my Signature and Official Seal on Wednesday, July 10, 2024.

John R Spires
Clerk of the Harrison County Commission

By Rebecca Miller
Rebecca Miller
Deputy Clerk

WARNING: THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.

EXHIBIT B

STATE OF WEST VIRGINIA
COMBINED
MEDICAL POWER OF ATTORNEY
AND LIVING WILL

The Person I Want to Make Health Care Decisions
For Me When I Can't Make Them for Myself
And
The Kind of Medical Treatment I Want and Don't Want
If I Have a Terminal Condition or Am In a Persistent Vegetative State

Dated: June 14, 2017.

I, **DARLENE ANN CAMERON of 511 New Creek Road, Salem, Harrison County, West Virginia 26426**, hereby appoint as my representative to act on my behalf to give, withhold or withdraw informed consent to health care decisions in the event that I am not able to do so myself.

The people I choose as my representatives are:

CONNIE WOLFINGER of 1515 Sycamore Road, Clarksburg, Harrison County, West Virginia 26301; Phone: (304) 623-0615 or (304) 641-8001

and/or

GREGORY WOLFINGER of 1515 Sycamore Road, Clarksburg, Harrison County, West Virginia 26301; Phone: (304) 623-0615 or (304) 641-8001.

I do hereby authorize the above named representatives to act either together or apart.

This appointment shall extend to, but not be limited to, health care decisions relating to medical treatment, surgical treatment, nursing care, medication, hospitalization, care and treatment in a nursing home or other facility, and home health care. The representative appointed by this document is specifically authorized to be granted access to my medical records and other health information and to act on my behalf to consent to, refuse or withdraw any and all medical treatment or diagnostic procedures, or autopsy if my representative determines that I, if able to do so, would consent to, refuse or withdraw such treatment or procedures. Such authority shall include, but not be limited to, decisions regarding the withholding or withdrawal of life-prolonging interventions.

I appoint this representative because I believe this person understands my wishes and values and will act to carry into effect the health care decisions that I would make if I were able to do so, and because I also believe that this person will act in my best interest when my wishes are unknown. It is my intent that my family, my physician and all legal authorities be bound by the decisions that are made by the representative appointed by this document, and it is my intent that these decisions should not be the subject of review by any health care provider or administrative or judicial agency.

It is my intent that this document be legally binding and effective and that this document be taken as a formal statement of my desire concerning the method by which any health care

decisions should be made on my behalf during any period when I am unable to make such decisions.

In exercising the authority under this medical power of attorney, my representative shall act consistently with my special directives or limitations as stated below.

I am giving the following SPECIAL DIRECTIVES OR LIMITATIONS ON THIS POWER: (Comments about tube feedings, breathing machines, cardiopulmonary resuscitation, dialysis, mental health treatment, funeral arrangements, autopsy, and organ donation may be placed here. My failure to provide special directives or limitations does not mean that I want or refuse certain treatments).

1. If I am very sick and not able to communicate my wishes for myself and I am certified by two physicians who have personally examined me, to have a terminal condition or to be in a persistent vegetative state (I am unconscious and am neither aware of my environment nor able to interact with others), I direct that life-prolonging medical intervention that would serve solely to prolong the dying process or maintain me in a persistent vegetative state be withheld or withdrawn. I want to be allowed to die naturally and only be given medications or other medical procedures necessary to keep me comfortable. I want to receive as much medication as is necessary to alleviate my pain.

2. Other directives: I hereby direct that my remains be buried with my late husband, Gordon Cameron, at the Rocky Gap VA Cemetery.

THIS MEDICAL POWER OF ATTORNEY SHALL BECOME EFFECTIVE ONLY UPON MY INCAPACITY TO GIVE, WITHHOLD OR WITHDRAW INFORMED CONSENT TO MY OWN MEDICAL CARE.

Barbara A Cameron

Signature of the Principal

I did not sign the principal's signature above. I am at least eighteen years of age and am not related to the principal by blood or marriage. I am not entitled to any portion of the estate of the principal or to the best of my knowledge under any will of the principal or codicil thereto, or legally responsible for the costs of the principal's medical or other care. I am not the principal's attending physician, nor am I the representative or successor representative of the principal.

Witness M. Nero **DATE** 6/14/17

Witness Donna K. Bell **DATE** 6/14/17

decisions should be made on my behalf during any period when I am unable to make such decisions.

In exercising the authority under this medical power of attorney, my representative shall act consistently with my special directives or limitations as stated below.

I am giving the following SPECIAL DIRECTIVES OR LIMITATIONS ON THIS POWER: (Comments about tube feedings, breathing machines, cardiopulmonary resuscitation, dialysis, mental health treatment, funeral arrangements, autopsy, and organ donation may be placed here. My failure to provide special directives or limitations does not mean that I want or refuse certain treatments).

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2. Other directives: I hereby direct that my remains be buried with my late husband, Gordon Cameron, at the Rocky Gap VA Cemetery.

THIS MEDICAL POWER OF ATTORNEY SHALL BECOME EFFECTIVE ONLY UPON MY INCAPACITY TO GIVE, WITHHOLD OR WITHDRAW INFORMED CONSENT TO MY OWN MEDICAL CARE.

Darlene A Cameron

Signature of the Principal

I did not sign the principal's signature above. I am at least eighteen years of age and am not related to the principal by blood or marriage. I am not entitled to any portion of the estate of the principal or to the best of my knowledge under any will of the principal or codicil thereto, or legally responsible for the costs of the principal's medical or other care. I am not the principal's attending physician, nor am I the representative or successor representative of the principal.

Witness Jack M. Nave **DATE** 6/14/17

Witness Dona K. Bell **DATE** 6/14/17

State of West Virginia
STATUTORY FORM POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person (your "agent") to make decisions concerning your property for you (the "principal"). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act [West Virginia Code § 39B-1-101, et seq.]

This power of attorney does not authorize the agent to make health-care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions. This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, DARLENE ANN CAMERON, name the following person as my agent:
(Name of Principal)

Name of Agent: CONNIE WOLFINGER

Agent's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Agent's Telephone Number: (304) 623-0615 or (304) 641-8001

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act [West Virginia Code § 39B-1-101, et seq.]:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

(_____) Real Property

(_____) Tangible Personal Property

(_____) Stocks and Bonds

(_____) Commodities and Options

(_____) Banks and Other Financial Institutions

(_____) Operation of Entity or Business

(_____) Insurance and Annuities

(_____) Estates, Trusts, and Other Beneficial Interests

(_____) Claims and Litigation

(_____) Personal and Family Maintenance

(_____) Benefits from Governmental Programs or Civil or Military Service

(_____) Retirement Plans

(_____) Taxes

(JDC) All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

(_____) Create, amend, revoke, or terminate an inter vivos trust

(_____) Make a gift, subject to the limitations of the West Virginia Uniform Power of Attorney Act and any special instructions in this power of attorney

(_____) Create or change rights of survivorship

(_____) Create or change a beneficiary designation

(_____) Authorize another person to exercise the authority granted under this power of attorney

(_____) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

(_____) Exercise fiduciary powers that the principal has authority to delegate

(_____) Disclaim or refuse an interest in property, including a power of appointment

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

(Jae) I hereby confer upon my agent all powers authorized to be incorporated by reference into this power of attorney by West Virginia Code § 39B-2-102 through § 39B-2-117, except as expressly modified by the specific instructions set forth below.

(_____) My agent is granted specific authority to make gifts of the principal's assets without being limited by the gift tax exclusion limit.

(_____) My agent is granted, even if related to the principal as ancestor, spouse, or descendant, authority to make gifts to the agent or to individuals to whom the agent owes a duty of support. Gifts by the agent to the agent are not to be considered self-dealing or breach of any duty owned

(_____) Make a gift, subject to the limitations of the West Virginia Uniform Power of Attorney Act and any special instructions in this power of attorney

(_____) Create or change rights of survivorship

(_____) Create or change a beneficiary designation

(_____) Authorize another person to exercise the authority granted under this power of attorney

(_____) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

(_____) Exercise fiduciary powers that the principal has authority to delegate

(_____) Disclaim or refuse an interest in property, including a power of appointment

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SPECIAL INSTRUCTIONS (OPTIONAL)

(Dee) I hereby confer upon my agent all powers authorized to be incorporated by reference into this power of attorney by West Virginia Code § 39B-2-102 through § 39B-2-117, except as expressly modified by the specific instructions set forth below.

(_____) My agent is granted specific authority to make gifts of the principal's assets without being limited by the gift tax exclusion limit.

(_____) My agent is granted, even if related to the principal as ancestor, spouse, or descendant, authority to make gifts to the agent or to individuals to whom the agent owes a duty of support. Gifts by the agent to the agent are not to be considered self-dealing or breach of any duty owned

by the agent to the principal.

(dae) My agent is granted specific authority to act on behalf of the principal with the Internal Revenue Services, this form being tantamount to the IRS power of attorney form, and my agent is authorized to act in regard to the tax year applicable as of the date of this instrument and all subsequent tax years until my death or my revocation of this power of attorney.

(_____) My agent is granted specific authority to act on behalf of the principal in regard to all government issued securities, including U.S. Savings Bonds, Treasury Bills, etc., and shall have specific authority to execute any and all documents pertaining to such investments.

(dae) This is a full and complete Power of Attorney which hereby revokes any Power of Attorneys which I may have previously executed.

(dae) My agent is entitled to reasonable compensation, even if related to the principal as an ancestor, spouse, or descendent.

(dae) I wish to name more than one agent. I name the following person as my co-agent:

Name of Co-Agent: GREGORY WOLFINGER

Co-Agent's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Co-Agent's Telephone Number: (304) 623-0615 or (304) 641-8001

(dae) My co-agents are not required to act together.

You may give special instructions on the following lines:

_____

_____

_____

_____

_____

_____

by the agent to the principal.

(dae) My agent is granted specific authority to act on behalf of the principal with the Internal Revenue Services, this form being tantamount to the IRS power of attorney form, and my agent is authorized to act in regard to the tax year applicable as of the date of this instrument and all subsequent tax years until my death or my revocation of this power of attorney.

(____) My agent is granted specific authority to act on behalf of the principal in regard to all government issued securities, including U.S. Savings Bonds, Treasury Bills, etc., and shall have specific authority to execute any and all documents pertaining to such investments.

(dae) This is a full and complete Power of Attorney which hereby revokes any Power of Attorneys which I may have previously executed.

(dae) My agent is entitled to reasonable compensation, even if related to the principal as an ancestor, spouse, or descendent.

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Co-Agent's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Co-Agent's Telephone Number: (304) 623-0615 or (304) 641-8001

(dae) My co-agents are not required to act together.

You may give special instructions on the following lines:

_____

_____

_____

_____

_____

_____

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for conservator of my estate: CONNIE WOLFINGER

Nominee's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Nominee's Telephone Number: (304) 623-0615 or (304) 641-8001

Name of Nominee for co-conservator of my estate: GREGORY WOLFINGER

Nominee's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Nominee's Telephone Number: (304) 623-0615 or (304) 641-8001

Name of Nominee for guardian of my person: CONNIE WOLFINGER

Nominee's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Nominee's Telephone Number: (304) 623-0615 or (304) 641-8001

Name of Nominee for co-guardian of my person: GREGORY WOLFINGER

Nominee's Address: 1515 Sycamore Road, Clarksburg, WV 26301

Nominee's Telephone Number: (304) 623-0615 or (304) 641-8001

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Darlene A Cameron — 6/14/2017

Your Signature — Date

Your Name Printed: DARLENE ANN CAMERON

Your Address: 511 New Creek Road, Salem, WV 26426

Your Telephone Number: (304) 783-4544

State of WEST VIRGINIA
County of RANDOLPH

This document was acknowledged before me on June 14, 2017,
(Date)

by DARLENE ANN CAMERON.
(Name of Principal)

Misty M Schola

Signature of Notary

OFFICIAL SEAL
Notary Public, State of West Virginia
Misty M. Schola
117 Ruth St.
Philippi, WV 26416
My Commission Expires October 14, 2021

My commission expires: October 14, 2021

This Instrument Prepared By:
HEATHER M. WEESE, Attorney at Law
WV State Bar Identification No. 8618
Law Office of Heather M. Weese, PLLC
600 South Randolph Avenue, Suite 1
Elkins, West Virginia 26241
(304) 636-6791

EXHIBIT C

COPY

LAST WILL AND TESTAMENT

OF

DARLENE ANN CAMERON

I, **DARLENE ANN CAMERON,** residing and domiciled at 511 New Creek Road, Salem, Harrison County, West Virginia, do make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills and codicils previously made by me.

ARTICLE I. DEBTS

I direct the payment of all my just debts, funeral expenses, and expenses in connection with the administration of my estate as soon after my decease as is practicable. Unless pre-paid, I hereby direct that my funeral expenses be paid from the proceeds of my insurance policies with Prudential, then the residue paid to my named beneficiaries.

ARTICLE II. TAXES

I further direct that the burden of all estate, inheritance, transfer and succession taxes payable as a result of my death be paid without apportionment out of my gross estate as expenses of administration.

ARTICLE III. DISPOSITION OF PROPERTY

A. I hereby authorize and empower my Personal Representative, hereinafter named, to sell at public or private sale, my real estate containing approximately 108-1/4 acres, more or less, situate in Tenmile Outside District, Harrison County, West Virginia; I do further authorize and empower my Personal Representative that upon said sale of my real estate, to convey by Deed, executed by her alone in such capacity, my real estate to the purchaser thereof; I further require that my Personal Representative handle and dispose of my real estate to the best advantage and shall be given sufficient time to convert the same as to act to the best advantage of my estate. Thereafter, the net proceeds from the sale of my real estate shall be distributed with the residue of my Estate set forth in paragraph L below.

B. I hereby authorize and empower my Personal Representative, hereinafter named, to sell at public or private sale, any and all vehicles owned at the time of my death; I do further authorize and empower my Personal Representative, in such capacity, to execute all

further require that my Personal Representative handle and dispose of my vehicles to the best advantage and shall be given sufficient time to convert the same as to act to the best advantage of my estate. Thereafter, the net proceeds from the sale of my vehicles shall be distributed with the residue of my Estate set forth in paragraph L below.

C. I hereby give, devise and bequeath unto Trey Partin and his family first choice among any of my equipment and tools.

D. Unless otherwise disposed of, I hereby direct that all of my furniture be donated to the Clarksburg Misson.

E. I hereby direct that all my books and bookcases be donated to the Harrison County Library System.

F. I hereby give, devise and bequeath my mother's wedding ring to my cousin, CATHY BODNAR FEDOR of Poland, Ohio.

G. I hereby give, devise and bequeath my late husband's ring, his wedding gift to me, and our wedding rings to his son, STEVEN CAMERON, of Prince Frederick, Maryland, and his daughter, BONNIE BARRY, of Shady Side, Maryland, to be divided between them as they see fit.

H. I hereby give, devise and bequeath my clarinet and Lowrey organ to my cousin, ELAINE DUNKLE, of Naples, Florida.

I. I hereby give, devise and bequeath my mother's Limoges china, place setting for six (6) and accessories, to my granddaughter, HEATHER BARRY, of Shady Side, Maryland.

J. I hereby give, devise and bequeath my father's casket flag and Purple Heart to my cousin, THOMAS STASH, of Red Hook, New York.

K. I hereby give, devise and bequeath my mother's good silverware set in a chest and 12 champagne glasses to my cousin, CINDI BODNAR MATHERS, of Manchester, Maryland.

L. I hereby give, devise and bequeath all the rest, residue and remainder of my

1. Fifty percent (50%) to St. Jude Children's Research Hospital;

2. Twenty-five percent (25%) to Humane Society of the United States; and

3. Twenty-five percent (25%) to America's VetDogs.

ARTICLE IV. PERSONAL REPRESENTATIVE

A. I nominate **KENNETH QUEEN** of Bruceton Mills, West Virginia, as Executor of this, my Last Will and Testament.

B. I hereby direct that neither bond nor security be required of my personal representative appointed under my Will.

C. I hereby confer upon my personal representative all powers authorized to be incorporated by reference into this Will by West Virginia Code § 44-5A-2(a) and set forth in West Virginia Code § 44-5A-3, subject to the limitations provided in West Virginia Code § 44-5A-2(b). As such, my personal representative shall have full power and authority to do any and all things necessary for the complete administration of my estate, including the power, without obtaining the order of any court, to sell or lease, at public or private sale, and to lease, transfer, assign and convey any of the property, real, personal or mixed, belonging to my estate and to compound, compromise, or otherwise settle or adjust any and all claims, charges, debts and demands whatsoever against or in favor of my estate as fully as I could do if living. My personal representative may execute, acknowledge and deliver valid deeds or leases on any real property or personal property I may own at the time of my death, and such leases may be for terms extending beyond the time required for the administration of my estate.

ARTICLE V.

I hereby request the attesting witnesses hereto to make and subscribe an affidavit to be attached hereto in accordance with the provisions of Chapter 41, Article 5, Section 15, of the **West Virginia Code**, as amended, for the purpose of proving this will when the same is offered for probate.

IN WITNESS WHEREOF, I, DARLENE ANN CAMERON, have hereunto signed my name to this my Last Will and Testament, consisting of this page, two preceding pages, and two subsequent pages, on this the 14th day of June, 2017.

DARLENE ANN CAMERON states to us that this instrument is her Last Will and Testament and she signed, published and declared it in our presence. We now believe her to be of sound mind, of at least the age of eighteen, and not under duress. We now, at her request, and in her presence, and in the presence of each other, sign our names as witnesses, on this the 14th day of June, 2017.

WITNESS

WITNESS

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, to-wit:

I, Misty M. Schola, a Notary Public in and for the county and state aforesaid, hereby certify that Heather M. Weese and LaDonna K. Bell, this day personally appeared before me in my said county, and being first duly sworn, say that they are both over eighteen (18) years of age; that they this day acted as attesting witnesses to the signing and execution of the Will of **DARLENE ANN CAMERON,** which Will bears date the 14th day of June, 2017, and to which Will this affidavit is attached; that they acted as such witnesses at the request of the testatrix; that the Will was signed and acknowledged by the testatrix as and for her Last Will and Testament in the presence of both of them; that they subscribed their names to the Will as attesting witnesses in the presence of the testatrix and in the presence of each other, both of them and the testatrix being present together; that at the time of the signing of the Will they believe the testatrix was of sound mind and disposing memory and over eighteen (18) years of age; and that they are making this affidavit at the request of the testatrix to be preserved by her and produced along with said Last Will and Testament when the same is offered for probate.

Taken, subscribed and sworn to before me this the 14th day of June, 2017.

My commission expires: October 14, 2021.

OFFICIAL SEAL
Notary Public, State of West Virginia
Misty M. Schola
117 Ruth St.
Philippi, WV 26416
My Commission Expires October 14, 2021

Notary Public

This Instrument Prepared By:

HEATHER M. WEESE, Attorney at Law
W. Va. Bar Identification No. 8618

Law Office of Heather M. Weese, PLLC
600 South Randolph Avenue, Suite 1
Elkins, West Virginia 26241
(304) 636-6791

EXHIBIT D

IN MEMORY OF

KENNETH E. QUEEN SR.

Obituary for Kenneth E. Queen Sr.



Kenneth Eugene Queen, of Bruceton Mills, WV, died on May 24, 2021, at Ruby Memorial Hospital in Morgantown, WV. He was born in Clarksburg, WV on July11, 1944, a son of the late Denver C. Queen and Mildred (McCue) Queen Harmon.

Surviving is his wife Sandra J. (Knapp) Queen of Bruceton Mills, WV, one son Kenneth E. (Beau) Queen II of Pasadena, MD., one daughter and her husband Melissa A. (Queen) and J. Colby Smith of Gore, VA, two granddaughters and their husbands Samantha M. (Smith) and Conor L. Dancy of Leesburg, VA. and Savanna R. (Smith) and Andrew J. O'Brien of Pensacola, FL., one great grandson Colby E. O'Brien of Pensacola, FL., one uncle Paul F. McCue of Clarksburg, WV, and cousins Randy McCue and Lee Queen.

Mr. Queen was a 1962 graduate of Victory High School. He retired in 2006 after a 35 year career as a Purchasing Agent for Kiddie, Anne Arundel County, and Garrett County. He was a member of the Independent Order of Odd Fellows, Moose Lodge, Universal Public Purchasing Certification Council, National Association of Purchasing Management, American Radio Relay League (AARL), and the State of West Virginia Mon. County Amateur Radio Club, Ken enjoyed photography, Ham radio (was an Authorized Examiner, won several awards including the Pennsylvania Clean Sweep Award 2003, ARRL DX Century Feb. 2012, ARRL DX Contest 2012 & 2014) , and computers.

Family and friends will be received at the Davis-Weaver Funeral Home 329 E. Main Street Clarksburg, WV, on Friday, May 28, 2021 from 11am until the funeral hour at 1pm with Pastor Rick Owens presiding. Interment will follow at the Greenlawn Cemetery. Online condolences, www.davisweaverfuneralhome.com. The Davis-Weaver Funeral Home is honored to serve the Queen family during this time.

EXHIBIT E

United States of America

State of West Virginia County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Cathy Bodnar Fedor (Heir / Beneficiary) of Darlene Cameron (Name of Deceased) who died intestate/testate on the 26 day of September, 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 29 day of February, 2024

Cathy Fedor
Heir/Beneficiary

State of Ohio

County of Mahoning

The foregoing instrument was acknowledged before me this 29th day of Feb, 2024

by Vincent Pascarella.

My Commission expires: 04/16/2025

Notary Public

NOTARY PUBLIC STATE OF OHIO

VINCENT A PASCARELLA
Notary Public, State of Ohio
My Comm. Expires April 16, 2025

United States of America

State of West Virginia

County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Thomas M Stash of Darlene Ann Cameron, who died intestate/testate on
(Heir / Beneficiary) (Name of Deceased)

the 26 day of September 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 12 day of March 2024.

Thomas Martin Stash
Heir/Beneficiary

State of New York

County of Ulster

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

by Thomas Stash.

My Commission expires: 05/28/2025

Notary Public

HUNTER R. KELLY
Notary Public - State of New York
No. 01KE6282902
Qualified in Ulster County
My Commission Expires May 28, 2025

United States of America

State of West Virginia County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Lorraine Wells (Heir / Beneficiary) of Darlene Cameron (Name of Deceased), who died intestate/testate on the 04 day of March 2024 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 04 day of MARCH, 2024.

Lorraine Wells
Heir/Beneficiary

State of VIRGINIA

County of FAIRFAX

The foregoing instrument was acknowledged before me this 04th day of MARCH, 2024

by IFTEKER H. KHAN.

My Commission expires: NOV 30 2027

Notary Public

IFTEKER H. KHAN
Notary Public
COMMONWEALTH OF VIRGINIA
REG# 7142785
MY COMMISSION EXPIRES NOV. 30, 2027

United States of America

State of West Virginia County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Rita Murphy (Heir / Beneficiary) of Darlene Cameron (Name of Deceased), who died intestate/testate on the 26 day of September, 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 8th day of March, 2024.

Rita M. Murphy
Heir/Beneficiary

State of Maryland

County of Queen Annes

The foregoing instrument was acknowledged before me this 08 day of March, 2024

by MD Drivers License

My Commission expires: 08/17/2024

Notary Public

PATRICIA MCGUIRE NOTARY PUBLIC QUEEN ANNE'S COUNTY

EXHIBIT F

United States of America

State of West Virginia County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, JAMES PARTIN (Heir / Beneficiary) of DARLENE ANN CAMDEN (Name of Deceased) who died intestate/testate on the 26 day of SEPTEMBER, 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 17TH day of JUNE, 2024.

James O. Partin III AKA Trey Partin
Heir/Beneficiary

State of Texas
County of Harris

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

by James Partin III A.K.A. Trey Partin

My Commission expires: 08/02/2025

Notary Public

EVVIE A SMITH
Notary ID #131230862
My Commission Expires
August 2, 2025

United States of America

State of West Virginia, County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Heather Jean Barry (Heir / Beneficiary) of Darlene Cameron (Name of Deceased), who died intestate/testate on the 26 day of September, 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 14 day of June, 2024.

Heather Jean Barry
Heir/Beneficiary

State of Maryland
County of St Mary's
The foregoing instrument was acknowledged before me this 14 day of June, 2024
by Heather Jean Barry

My Commission expires: 6/21/2024 Sandra Kane Varesko
Notary Public

SANDRA KANE VARESKO
Notary Public
State of Maryland
St. Mary's County
My commission exp. 6/21/2024

Created With Tiny Scanner

United States of America

State of West Virginia

County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Steven E Cameron (Heir / Beneficiary) of Darlene Cameron (Name of Deceased), who died intestate/testate on the 23 day of May, 2024 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 23 day of May, 2024.

Steven E Cameron
Heir/Beneficiary

State of Maryland

County of Calvert

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

by [signature].

KELLY M. SWANN NOTARY PUBLIC MY COMMISSION EXPIRES MAY 27, 2025 CALVERT COUNTY, MD

My Commission expires: 5-27-25

Notary Public

United States of America

State of West Virginia County of Harrison, ss:

Waiver for Appointment of Administrator/Executor

To the County Commission of Harrison County, West Virginia, or the Clerk thereof in vacation or recess:

I, Bonnie Jean Barry of Darlene Cameron who died intestate/testate on
(Heir / Beneficiary) (Name of Deceased)

the 26 day of September, 2023 hereby waive my right to qualify as administrator/rix or executor/rix of his/her estate.

Given under my hand this, the 14 day of June, 2024

Bonnie Jean Barry
Heir/Beneficiary

State of MARYLAND
County of ST MARYS

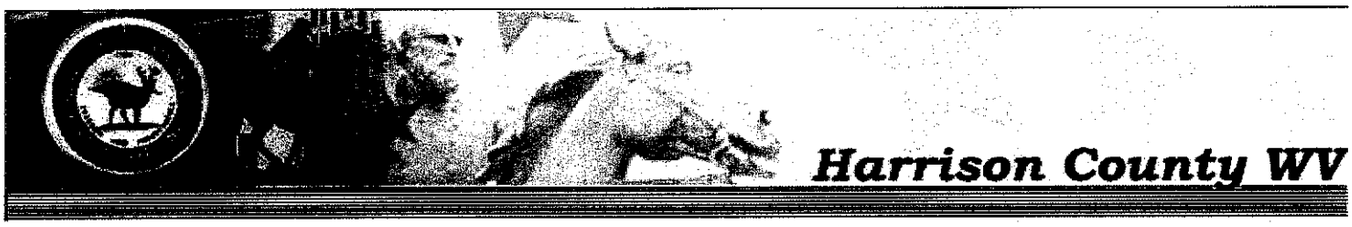
The foregoing instrument was acknowledged before me this 14 day of June, 2024

by Bonnie Jean Barry.

My Commission expires: June 21, 2024 Sandra Kane Varesko
Notary Public

SANDRA KANE VARESKO
Notary Public
State of Maryland
St. Mary's County
My commission exp. 6/21/2024

EXHIBIT G



Sheriff of Harrison County • 301 West Main Street • • Clarksburg, WV 26301
(304) 624-8685

Pay your taxes online

Harrison County Real Property - Tax Year: 2023

Ticket Number: 0000061023 **Account Number:** 06363589

District: 18 - TENMILE-OUTSIDE **More Info:** Details

Owner Name: CAMERON DARLENE A **In Care of:** **Address:** 511 NEW CREEK RD SALEM WV 264268650 **Lending Inst:**	**Property:** 107.67 AC NEW CREEK **Map:** 264 **Parcel:** 0074 0000 0000 **Lot Size:** **Acreage:** **Book:** 1271 **Page:** 1063

Tax Class:	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:
2	✔				

DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	63300	63300	
Building	33780	33780	
Total	97080	77080	448.61

PAYMENTS RECEIVED:

	First Half	Second Half
Net	448.61	448.61
Discount	11.22	11.22
Interest	.00	.00
Total	437.39	437.39
Date	08/02/2023	08/02/2023

Format for Printer

Click here to begin a new search.

Software Systems, Inc.
73 South University Avenue
Morgantown, WV 26505

© Software Systems, Inc. All rights reserved

10:10AM

To Whom it may concern:

My name is Deborah E. Greaver and I am requesting that you except the copy of my late husband's will John Ervin Van horn Greaver JR. as legitimate. Will is dated April of 2019 & he passed March of 2020. I have spent alot of time & cannot find the original will.

Sincerely,

Deborah Greaver
304-952-0141

7-9-2024

Please return all papers to me

THE WILL OF JOHN E. GREAVER, JR.

I, John E. Greaver, Jr., a resident of and domiciled in the County of Harrison and State of West Virginia, do make, publish and declare this to be my last will, hereby revoking all former wills and codicils thereto by me at any time made:

ARTICLE I

I direct that all my lawful debts, funeral expenses and expenses incurred in connection with the administration of my estate be paid by my Executor, hereinafter named, as soon as practicable after my death.

ARTICLE II

Without intending to impose any legal obligation upon my Executor, it is my desire and wish that such articles of tangible personal property which I may own at the time of my death and which are mentioned in a memorandum which I may prepare and leave for such purpose be transferred and delivered in accordance with such memorandum to those persons named therein, but such memorandum shall not be considered to be testamentary in character. My Executor is hereby empowered to transfer absolutely and deliver said items of tangible personal property to those persons named in such memorandum. If no memorandum is found within sixty (60) days after my death, then it shall be conclusively presumed that no such memorandum exists, and my Executor shall distribute my personal effects in accordance with the provisions of Article III or Article IV hereinbelow.

ARTICLE III

I give, devise and bequeath all the rest and residue of my property, real and personal, to my wife, Deborah E. Greaver, if she survives me.

ARTICLE IV

If my wife, Deborah E. Greaver, does not survive me, then I give and bequeath all of my household furniture and furnishings, automobiles, jewelry, wearing apparel, and/or other articles of household or personal use, to my grandson, Ethan J. Greaver.

ARTICLE V

If my wife, Debora E. Greaver, does not survive me, then I give, devise and bequeath that certain lot or parcel of land situate at or near Glen Falls, in Coal District, Harrison County, West Virginia, known and designated as Lot No. 28 (T.M. 1121-16) containing 0.13 acre, more or less, to my Executor to be disposed of as follows:

1. I direct my Executor to offer said property, for the sum of $7,500.00, to my grandson, Ethan J. Greaver, if he survives me. If my grandson accepts this offer within thirty (30) days from the date thereof, then my Executor shall execute, acknowledge and deliver a special warranty deed to him for said property. If my grandson is unable to pay said sum in full, then I direct my Executor to accept a promissory note from him for said sum, or the balance due thereon, with payments of no less than $150.00 per month, which said promissory note shall be due and payable to my estate. My Executor, in his sole and absolute discretion, may also require a deed of trust from my grandson to secure said promissory note. Upon the settlement of my estate, I direct my Executor to distribute the payment, if any, by my grandson, and/or assign said note (and the deed of trust, if any) equally to my brother, Mark D. Greaver, and my sisters, Martha Scott and Beth Bartlett.

2. If my grandson, Ethan J. Greaver, does not timely accept the offer of said property, then I direct my Executor to offer said property, for the sum of $7,500.00, to each of my four children, in order of their age, as follows, John Daniel Greaver, Amanda Jo Greaver, Andrea C. Greaver and Melanie Rock. If any one of my four children accepts the offer of said property within thirty (30) days from the date thereof, then my Executor shall execute, acknowledge and deliver a special warranty deed to him or her for said property, upon the same terms and conditions as set forth in paragraph 1 above.

3. If none of my children timely accept the offer of said property, then I hereby director my Executor to sell said property as a part of the residue of my estate in accordance with the provisions of Article VIII hereinbelow.

ARTICLE VI

If my wife, Debora E. Greaver, does not survive me, then I give, devise and bequeath that certain lot or parcel of land situate at or near Glen Falls, in Coal District, Harrison County, West Virginia, known and designated as Lot No. D (T.M. 1121-8) containing 0.32 acre, more or less, to my Executor to be disposed of as follows:

1. I direct my Executor to offer said property, for the sum of $7,500.00, to my son, John Daniel Greaver, if he survives me. If my son accepts this offer within thirty (30) days from the date thereof, then my Executor shall execute, acknowledge and deliver a special warranty deed to him for said property. If my son is unable to pay said sum in full, then I direct my Executor to accept a promissory note from him for said sum, or the balance due thereon, with monthly payments of no less than $150.00 per month, which said promissory note shall be due and payable to my estate. My

Executor, in his sole and absolute discretion, may also require a deed of trust from my son to secure said promissory note. Upon the settlement of my estate, I direct my Executor to distribute the payment, if any, by my son, and/or assign said note (and the deed of trust, if any) equally to my brother, Mark D. Greaver, and my sisters, Martha Scott and Beth Bartlett.

2. If my son, John Daniel Greaver, does not timely accept the offer of said property, then I direct my Executor to offer said property, for the sum of $7,500.00, to each of my other three children, in order of their age, as follows, Amanda Jo Greaver, Andrea C. Greaver and Melanie Rock. If any one of my other three children accepts the offer of said property within thirty (30) days from the date thereof, then my Executor shall execute, acknowledge and deliver a special warranty deed to him or her for said property, upon the same terms and conditions as set forth in paragraph 1 above.

3. If none of my children timely accept the offer of said property, then I hereby director my Executor to sell said property as a part of the residue of my estate in accordance with the provisions of Article VIII hereinbelow.

ARTICLE VII

If my wife, Deborah E. Greaver, does not survive me, then I give, devise and bequeath all of my right, title and interest in and to the coal, oil, gas and other minerals, together with any and all rents, royalties and/or other income derived therefrom, within and underlying any tracts or parcels of land situate in Doddridge County, or any other county in West Virginia, equally to my four children, John Daniel Greaver, Amanda Jo Greaver, Andrea C. Greaver and Melanie Rock, and to my grandson, Ethan J. Greaver. If any one or more of my said children should predecease me, then the share such child would have taken, if living, shall go to his or her issue, per stirpes.

ARTICLE VIII

If my wife, Deborah E. Greaver, does not survive me, then I give, devise and bequeath all the rest and residue of my property, real and personal, to my Executor and direct that he shall sell the same as soon as practicable after my death, at public or private sale(s), the time, terms and conditions of such sale(s) to be determined by him, and that he divide and distribute the proceeds from the sale(s) thereof, after the payment of any and all expenses properly incurred in connection therewith, equally among my four children, namely, John Daniel Greaver, Amanda Jo Greaver, Andrea C. Greaver, and Melanie Rock. If any one or more of my said children should predecease me, then the share such child would have taken, if living, shall go to his or her issue, per stirpes.

ARTICLE IX

1. My Executor is authorized and empowered to exercise any and all of the powers or any portion thereof enumerated in West Virginia Code §44-5A-3, as amended, at such time or times or not at all as my Executor may, in his sole and absolute discretion, deem advisable for the benefit of my estate, which said powers are expressly incorporated herein by reference, with the same effect as though they were set forth verbatim in this will; provided, however, that the exercise of these powers shall be in addition to and not in limitation of the common law or other statutory powers of my Executor.

2. In the exercise of the powers in this will granted, my Executor shall use the degree of judgment and care which a prudent man would use if he were the owner of the assets.

3. The term "Executor" means the Executrix or Executor named herein, any Administrator with the will annexed, and his successors, acting at any time.

4. The masculine or feminine gender shall, where appropriate, include the opposite or neuter gender; and the singular shall, where appropriate, include the plural, and vice versa.

ARTICLE X

I nominate and appoint my wife, Deborah E. Greaver, as Executrix of my will, or if she shall fail to qualify or cease to act, then I nominate and appoint my brother, Mark D. Greaver, as Executor. I direct that no bond shall be required of either of them.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April, 2019.

John E. Greaver Jr
John E. Greaver, Jr.

Signed, published and acknowledged by John E. Greaver, Jr. as his will, in the presence of us, who, in his presence and in the presence of each other, and at his request, have hereunto subscribed our names as witnesses this 18th ~~day~~ of April, 2019.

Witnesses:

James C. Turner

B Suzanne Sappington

STATE OF WEST VIRGINIA)
(TO-WIT:
COUNTY OF HARRISON)

This day personally appeared before the undersigned authority James C. Turner and B. Suzanne Sappington, who, having been first duly sworn, did depose and say:

That they are the same persons who subscribed their names as witnesses to the annexed will of John E. Greaver, Jr., bearing date the 18th day of April, 2019; that the said testator signed and acknowledged the paper writing hereto annexed as and for his will in their presence; that at the time thereof the said testator was of sound and disposing mind and memory, and over the age of eighteen years; that, at the request of the said testator, they signed their names to said paper writing in the presence of the said testator and in the presence of each other, as attesting witnesses thereof; and that they are making this affidavit at the request of the said testator to be offered in evidence when said will is presented for probate.

James C. Turner

B. Suzanne Sappington

Taken, subscribed, and sworn to before me this 18th day of April, 2019.

Brenda D. Olsen
Notary Public

(NOTARIAL SEAL)

BRENDA D OLSEN
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jun 13, 2022
196 Lloyd Ave Clarksburg WV 26301

My commission expires:

June 13, 2022

This instrument was prepared by:

James C. Turner, Esquire
Harris, Wilson, Turner & Davisson, PLLC
Post Office Box 1716
Clarksburg, WV 26302-1716
(304) 624-5571

10:15AM

July 18, 2024

Clarksburg County Commission, Clarksburg, WV

To whom it may concern,

I would like you to consider the document attached, the will of Edith Davisson, as an original. This copy was obtained from her previous lawyer, James Turner, pursuant to her death.

As her remaining family, we have exhausted our efforts to find the original in her files at her house or in her safety deposit box at Huntington Bank in Clarksburg. She had a caregiver steal objects of value and documents from her home several years ago and it may have been part of that theft, but we have no way to know. We did recover pieces of the theft, but believe some of it was destroyed prior to recovery.

Thanking you, in advance, for your consideration in this manner.

Respectfully,
The Family of Edith Davisson
Jane Lynn Squires – Co-Executor
Stephen L. Davisson – Co-Executor and Petitioner
David L. Davisson
Cyndi L. Shaver



* * *

Stephen L. Davisson 84 Saint James Drive, Clarksburg, WV 26301 304-563-6977

THE WILL OF EDITH D. DAVISSON

I, Edith D. Davisson, a resident of and domiciled in the City of Clarksburg, County of Harrison and State of West Virginia, do make, publish and declare this my last will, hereby revoking all former wills and codicils thereto by me at any time made:

I

I direct that all my lawful debts, funeral expenses and expenses incurred in connection with the administration of my estate be paid by my Executor, hereinafter named, as soon as practicable after my death.

II

I give, devise and bequeath all of my property, real and personal, to my husband, Corbin L. Davisson, if he survives me.

III

If my husband, Corbin L. Davisson, does not survive me, or if he and I should die simultaneously or under circumstances that make it difficult or impossible to determine which of us died first, then I give, devise and bequeath all of my property, real and personal, to my four children, Jane Lynn Squires, Stephen L. Davisson, David L. Davisson and Cyndi L. Jamison, share and share alike. If any one or more of my said children should predecease me, then the share such deceased child would have taken, if living, shall go to his or her issue, per stirpes.

IV

1. My Executor is authorized and empowered to exercise any and all of the powers or any portion thereof enumerated in West Virginia Code §44-5A-3, as amended, at such time or times or not at all as my Executor may, in his sole and absolute discretion, deem advisable for the benefit of my estate, which said powers are expressly incorporated herein by reference, with the same effect as though they were set forth verbatim in this

will; provided, however, that the exercise of these powers shall be in addition to and not in limitation of the common law or other statutory powers of my Executor.

2. The term "Executor" means the Executor or Co-Executors named herein, any Administrator with the will annexed, and their successors, acting at any time.

3. The masculine gender includes the feminine and neuter, and the singular the plural, and vice versa.

V

I nominate and appoint my husband, Corbin L. Davisson, as Executor of this will, or, if he shall fail to qualify or cease to act, I nominate and appoint my daughter, Jane Lynn Squires, and my son, Stephen L. Davisson, as Co-Executors. If either my daughter or my son shall fail to qualify or cease to act, the other shall act as sole Executor. I direct that no bond shall be required of any of them.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of June, 1997.

/s/ Edith D. Davisson (SEAL)
Edith D. Davisson

Signed, published and acknowledged by Edith D. Davisson as her will, in the presence of us, who, in her presence and in the presence of each other, and at her request, have hereunto subscribed our names as witnesses this 9th day of June, 1997.

Witnesses:

/s/ James C. Turner

/s/ Mary Beth Deery

/s/ Judy M. Osborn

STATE OF WEST VIRGINIA)
(TO-WIT:
COUNTY OF HARRISON)

This day personally appeared before the undersigned authority James C. Turner, Mary Beth Deery, and Judy M. Osborn, who, having been first duly sworn, did depose and say:

That they are the same persons who subscribed their names as witnesses to the annexed will of Edith D. Davisson bearing date the 9th day of June, 1997; that the said testatrix signed and acknowledged the paper writing hereto annexed as and for her will in their presence; that at the time thereof the said testatrix was of sound and disposing mind and memory, and over the age of eighteen years; that, at the request of the said testatrix, they signed their names to said paper writing in the presence of the said testatrix and in the presence of each other, as attesting witnesses thereof; and that they are making this affidavit at the request of the said testatrix to be offered in evidence when said will is presented for probate.

/s/ James C. Turner

/s/ Mary Beth Deery

/s/ Judy M. Osborn

Taken, subscribed, and sworn to before me this 9th day of June, 1997.

(NOTARY SEAL)
(YES)

/s/ Helen Gear
Notary Public in and for
Harrison County, West Virginia

My commission expires:

July 9, 1999

10:20AM

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

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

Date of Request: 1/25/2024

Organization Name: Harrison County WV Historical Society Inc

Name and Title of Requester: James Crim, President, Sherri Heavner Treasurer

Mailing Address of Organization and Responsible Person:
445 W. Main St, Ste 150, Clarksburg, WV 26301
If approved, this is where the check will be sent

Telephone: 304 677-9033 Fax: _____ E-mail: hawvhs@gmail.com
Sherri Heavner Cel.

FEIN# 37-1662211 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 38,885

Dollar Amount REQUESTED - Grant: $ 10,950 Loan: $ _____

Was project funded previously by HCC? Y N If so, when _____; how much: $ _____

Have you previously received funds from the Harrison County Commisson: (Y) N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2017 ; how much: $ 5,000 2018 AMT 8,000
When: 2020 ; how much: $ 6,500
When: 2021 ; how much: $ 6,500
2022 how much 6,500

Purpose of request (one sentence): Funding Assessments of Steadley-Goff Vance House
If for a fair/festival/event, give dates and location: Date: _____ Location: _____

Describe the proposed activities with dollar amounts to be funded by this request:
Architectural Assessment 9,250
Structural Assessment 6,700
Attachments Included

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

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

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

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

Please attach to this Request the following:

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

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

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

Signature and Title of Applicant Sherri Heavner Treasurer **Date** 8/14/2024

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Commissioner Susan Thomas
Commissioner Patsy Trecost
Commissioner David Hinkle

August, 16, 2024

Since last year a few things have changed. We were not selected as a site to do our hoped for windows rehabilitation but continue to move ahead with an assessment of the Stealey-Goff-Vance House. Our goal is to eventually have the house as a community space. The historical society is under covenant with the state of West Virginia which requires that we maintain the historic integrity of the building in doing any renovations.

Therefore we have engaged WYK Associates, Inc. for assessment services. I have enclosed a copy of that proposal. To date we have paid $8282 toward a total of $38,885 quoted. Of the $8282, Laura Goff Davis contributed $3000. Those payments were for Scanning and Digitization and a 3D Lidar scan of the building. In November of 2023 it was necessary to move the contents of the house into storage so that work could be done. Storage incurs a yearly fee of $1,100. Remaining larger items will require storage once work would begin. The proposal recommends the rental of a lift for an estimated cost of $1,100 which is not in this total.

This year we were granted $5000 by the City of Clarksburg, toward the Architectural and Structural assessment costs which total $15,950. That leaves $10,950 for that work. The next two items will be addressed at a later date with possible funding from the state. These assessments will provide data as to the feasibility of restoration of the building.

It is our intention to primarily focus our efforts as an organization toward this project. We will keep the commission apprised of our progress going forward. Once figures are available the decision to move forward with restoration will be made. At that time we will apply for funding through the WVSHPO and begin community outreach toward matching funds.

I have included a summary of last year's spending and account balances as of 8/16/2024. This does not reflect our investment account which fluctuates with the market. As of 7/31/2024 it was worth $27,823.90.

We are looking forward to working with the Harrison County commission as a partner in our efforts.

Thank you for your consideration.
Sherri Heavner, Treasurer, HCWVHS



Harrison County WV Historical Society
Board of Directors/Staff Contacts

James Crim
844 South Chestnut Street
Clarksburg, WV 26301

Lt. Col. Pete Taylor, Vice President
204 Ridge Road
Clarksburg, WV 26301

Lori Hostuttler, Secretary
115 Roosevelt Road
Clarksburg, WV 26301

Sherri Heavner, Treasurer
616 Jewel City Blvd
Meadowbrook, WV 26404

Carol Schweiker, Board Member
709 Pennsylvania Avenue
Bridgeport, WV 26330

Laura Goff Davis, Board Member
P.O. Box 707
Clarksburg, WV 26302-0707

Ryan Kennedy
600 Baber St.
Clarksburg, WV 26301

Crystal L. Wimer- Board Member
1309 Vista Del Rio Drive
Morgantown, WV 26508

Victor Folio-Board Member
202 E. Main St.
Clarksburg, WV 26301

Summary - Last year

1/1/2023 through 12/31/2023

Category	1/1/2023-12/31/2023
INCOME	
Dividends	10.68
Donation	3,905.00
Fundraiser	-1,602.00
Petty Cash	-100.00
TOTAL Fundraiser	-1,702.00
Grant	10,500.00
Membership	375.00
Royalties	508.31
TOTAL INCOME	**13,596.99**
EXPENSES	
Administrative	464.05
Banking	50.65
Internet	7.46
TOTAL Administrative	522.16
Association Fees	198.00
Bills & Utilities	
Internet	200.71
TOTAL Bills & Utilities	200.71
Building Maitenance	1,100.00
Education	
Public Education	996.00
TOTAL Education	996.00
Fees & Charges	
Bank Fee	-12.00
Service Fee	7.50
TOTAL Fees & Charges	-4.50
Insurance (Business)	2,710.02
Printing and Reproduction (Business)	363.80
Rent	1,200.00
Tax Preparation	150.00
Taxes (Business)	176.22
Utilities (Business)	
business Phone	54.99
Electric	543.73
Gas	1,413.06
Internet (Business)	472.04
TOTAL Utilities (Business)	2,483.82
WV Business License	25.00
WV Sales Tax	70.57
TOTAL EXPENSES	**10,191.80**
OVERALL TOTAL	**3,405.19**

Account Balances - As of 8/16/2024

Account	8/16/2024 Balance
Bank Accounts	
Home Federal Credit Union	10,721.77
Homefcu Savings	3,023.26
Truist	14,502.38
TOTAL Bank Accounts	**28,247.41**
OVERALL TOTAL	**28,247.41**

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

DEPARTMENT OF THE TREASURY

Date: APR 24 2012

HARRISON COUNTY WEST VIRGINIA
HISTORICAL SOCIETY INC
PO BOX 4695
BRIDGEPORT, WV 26330

Employer Identification Number:
37-1663211
DLN:
17053075319002
Contact Person:
FELICIA JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
Decmber 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 31, 201
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

WYK ASSOCIATES, INC.
ARCHITECTURE · PLANNING

October 18, 2023

Mr. Jim Crim
President
Harrison County West Virginia Historical Society
445 West Main St, Suite 150
Clarksburg, WV 26301

Re: Stealey-Goff-Vance House Assessment

Dear Jim:

WYK Associates, Inc. appreciates the opportunity to submit this proposal to you for consideration of Architectural and Engineering Assessment Services for the Stealey-Goff-Vance House located at 123 West Main Street, Clarksburg, WV. The work outlined herein is the vital first step to restoring this historically significant gem to its former glory. I have met with Sherri Heavner twice on site along with Laura Davis and Carol Stevens during the latter visit.

The professional services for this assessment will entail utilizing 3D laser scans of the interior and exterior to document the existing conditions by CADNETICS of Pittsburgh, PA; a structural assessment by CAS Structural Engineering of Alum Creek, WV; historical consultant Aurora Research Associates, LLC (ARA) of Silver Lake, OH to identify / document significant historic features; a Historical Conservator, Building Conservation Associates, Inc. (BCA), of Philadelphia, PA for Material Restoration and Paint Analysis and WYK will model the building using BIM in Revit 2023, perform an Architectural Assessment, Code/ADA review of the site and structure and be the project point of contact and coordinator.

SCOPE OF WORK BREAKDOWN

Scanning / Point Cloud scope of work to be performed by CADNETICS includes:

Capture Services

Fieldwork will include 3D Laser Scanning and photography of the facility approx. 4,141sf. The interior and exterior will be scanned and documented. Cadnetics field personnel will determine the best measuring/survey. The project requires that each level within the scope area is to be photographed using standard photography and 360's.

The scope of work will include the basement, first floor, second floor, attic, the roof and exterior facades.

Digitize Services

3D Pointcloud

Cadnetics will use 3D laser scanning as the primary method for providing a usable point cloud of the interior areas of the building. The laser scanned data captured will be used for non-historic record documentation. The means and methods used are left to the discretion of Cadnetics, some methods can and may differ slightly than the proposed methods listed below. The methods listed below is the estimated process to be used.

Laser Scanning will have an overall building accuracy of approx. 5/8"-2", and a local accuracy of less than ¼". Any areas that are not accessible or visible will not be scanned. Cadnetics will make all efforts to gather information in any difficult to access areas.

3D Computer Model

WYK Associates, Inc. will construct the existing conditions model consistent with AIA LOD (Level of Development) of 400 in Revit 2023 BIM format. The model will represent a 3D version of the existing condition of the building. The model will allow the generation of floor plans, ceilings, door and window openings, restroom fixtures, partitions, ramps, stairs, structural components and exterior walls and major site features.

Architectural Assessment WYK Associates, Inc.

WYK Associates, Inc. (WYK)will coordinate the distribution of the 3D model to its consultants and coordinate work with and between its consultants. WYK perform an overall assessment of the building with regards to building envelope, water/air tightness, drainage, condition of major building components and materials, code review for 2018 NFPA 101 Life Safety Code, WV State Fire Code and 2018 IBC Building Code, Americans with Disabilities Act (ADA) and the City of Clarksburg Zoning Ordinances.

Structural Evaluation CAS Structural Engineering

- Site visit
- Analysis of the main floor
- Review of roof framing conditions
- General structural observations report for this building
- Evaluation of the structure for plumbness, sags, settlement using the information derived from the 3D Scans

Historical Consultant: Aurora Research Associates, LLC (ARA) proposed scope of work includes the following tasks:

- Review of existing National Register nomination
- Literature review of other relevant documents and historic photos
- Preparation of a brief history of the property
- One site visit to the property to document existing conditions and architectural details
- One brief photographic report identifying significant historic features to assist in future project planning and future discussions with the WVSHPO

Historic Conservator: Building Conservation Associates, Inc. (BCA) scope of work includes:

- Review background materials, including historical information on the house and prior reports. All background materials to be provided to BCA digitally by WYK Associates, Inc. prior to the site visit.

- Perform a site visit to assess the condition of the exterior and interior of the building, including exterior masonry, windows, doors, and interior woodwork and plaster. The roof is excluded from the assessment, as it was installed relatively recently. The assessment will be visual in nature and will be performed primarily from the ground with the aid of binoculars.

    - Note: a lift may be required for inspection and/or paint sampling purposes.

- While on site, remove between 5-10 paint samples from the exterior of the building. Perform analysis of the paint samples to document the building's paint history, including its earliest existing paint colors. Analysis will include:
    - Casting, sectioning, polishing and mounting of paint samples to create cross-sections.
    - Examination of cross-section samples using reflected light and fluorescence microscopy.
    - Documentation of all finish layers using stratigraphy charts and photomicrography.
    - Matching of original paint finish layers to colors in the standardized Munsell color system and Benjamin Moore color palette.

- Create a written report summarizing the findings of the assessment and recommendations for necessary repairs. The report will also include a summary of findings for the paint analysis.

Detailed HVAC, Electrical, Plumbing, and Fire Protection Assessments are not included in this proposal. WYK will briefly describe the systems and conditions as part of the Architectural Assessment. From initial observations, it appears the systems are antiquated and/or non-existent and need replaced. If it is desired to have these systems assessed by Professional Engineers, WYK can arrange that for an additional service.

WYK will provide the aforementioned services and will provide the Owner with a compiled Assessment Report both in written and PDF formats. WYK will also provide the existing conditions drawings and virtual 3D drawings of the structure in both hard and PDF formats. WYK and its consultants will provide these services for a lump sum fee of **$38,885.00** (excluding lift rental) itemized as follows:

Scan & Digitize	$4,700.00
3D Revit Modeling	$3,500.00
Architectural	$9,250.00
Structural	$6,700.00
Historic Conservator	$11,950.00
Historical Consultant	$2,400.00
SUB-TOTAL	$38,500.00
1% B&O Tax on Professional Services City of Clarksburg	$385.00
TOTAL	**$38,885.00**
Rental Allowance for a Lift:	$1,100.00

Please do not hesitate to contact me if you have any questions regarding this proposal or wish to discuss it in further detail. If this proposal meets your satisfaction, kindly sign, date and return a copy to our office.

Respectfully Submitted,

James B. Swiger, AIA

James B. Swiger, AIA, NCARB, LEED AP BD+C, CHC
President

Accepted By: _____
(Authorized Signature)

Date: _____

3A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
08-09-24		| | | - | | - | | | |

NAME	ADDRESS
TYARA MARTIN	

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) 80 HRS LWOP EXTENDED MEDICAL - MATERNITY LEAVE (HAS RETURNED TO WORK ON 08-08-24)

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Andrea D. Bailey	DATE 8-9-24
HUMAN RESOURCES MANAGER	DATE

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At the regular meeting of the County Commission of Harrison County held on Wednesday, June 12, 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 Commissioner Trecost said a Prayer and led those present in the Pledge of Allegiance to the flag.

10:05 A.M. --- Special Funding Request--- 12U RiverJaxx Baseball Team --- Requesting $3,000 for the Purchase and Delivery of Field Dirt for their Baseball field at Lost Creek City Park --- Head Coach Battista Destito: Coach Battista Destito gave an overview of the funding request for repairs for their home field. Trecost moved to approve funds in the amount of $3,000.00. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

1. Public Comment Period: Donavan Carpenter spoke on the Salem EMS closing. Valerie Lane and Brandi Garner, Salem City Council, also spoke on the Salem EMS closing. Brian Crawford, spoke on ways to help the Salem EMS. Kent Spellman spoke in favor of the Harrison County Economic Development Corporation and against removing the organization as the lead economic agency from the County. Amy Wilson, Mary Hunt, Rodney Strait, Shawn Long, Jim Hunt spoke in favor of the Harrison County Economic Development Corporation. Tracy Miller, Chris Lane, Andy Lang and John Paul Nardelli, present via ZOOM, also spoke in favor of the Harrison County Economic Development Corporation.
2. Consent Agenda: Trecost moved to approve. Commission concurred.
3. Payroll Change Notices: Trecost moved to approve. Commission concurred.
    A. James Marshall Powell --- Maintenance --- Temporary Summer Help --- Effective June 13, 2024
    B. Kaden Lhotsky --- Maintenance --- Temporary Summer Help --- Effective June 17, 2024
    C. D.S. Kraemer --- Law Enforcement --- Probationary Period Completed, Increase Salary to Deputy --- Effective June 9, 2024
    D. R. J. Knapp --- Law Enforcement --- Probationary Period Completed, Increase Salary to Deputy --- Effective June 9, 2024
4. Minutes and/ or Amended Minutes of Previous Meetings: Hinkle moved to approve as presented. Commission concurred.
    A. Regular Meeting Minutes from May 22, 2024
    B. Regular Meeting Minutes from June 5, 2024

DRAFT

5. Requisitions --- Purchase Orders --- Invoices: Vendor List of Payments: Trecost moved to approve. Commission concurred.
6. Exonerations --- Corrective Tickets --- Joint Property Applications: (NONE)
7. Consideration of Approval of a Project Fund Requisition for the payment of cost 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. Commission concurred.
    A. Series 2008 A --- $6,110.00
    B. Series 2019 A&B --- $1,282.50
    C. Series 2021 A&B --- $100.00
8. Review—Discuss—Consider To Consider for Adoption a Resolution and Order Regarding the setting of a public hearing date with respect to the proposed extension of the termination date for the Tax Increment Financing District in Harrison County designated "The County Commission of Harrison County Development District No. 2 – Charles Pointe" (the "TIF District") and approving the form of public hearing notion to be published in connection with the same and matters relating there to. (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 have the County Administrator to place a public notice in the paper by June 13th for a public hearing on July 17th. Commissioner Hinkle asked if Commissioner Trecost needs to recuse himself and asked to table the motion. Commissioner Hinkle asked for details. Attorney Tom Aman spoke on this matter and tried to give some clarification. Hinkle moved to table this item. Commissioner Hinkle also would like to challenge Commissioner Trecost's ability to vote on this matter. Trecost moved to have the County Administrator publish the public notice in the paper on June 13th for a public hearing on July 17th. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
9. Review—Discuss—Consider Administrative Contract for EDA Grant with Region VI: Commissioner Hinkle asked who placed this matter on the agenda. Commissioner Hinkle advised that he would like whoever placed this item on the agenda to speak about it. Hinkle moved to table this matter. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed. Laura Pysz-Laulis spoke of the conference call with the US EDA and the lack of contact with the Harrison County Economic Development Corporation. Ms. Pysz-Laulis advised that the Harrison County Commission will request a transfer of the grant to the Economic Development Corporation. Therefore the Commission will not need an administrative agreement with Region VI. No action taken on this item. Commissioner Trecost asked for a follow up agenda item.

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10. Review—Discuss—Consider Selling: Hinkle requested a work session in two weeks. Commissioner Hinkle wants buyer to pay all sales costs. Trecost moved to send items A through H out for auction. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried. Commissioner Hinkle advised that an appraisal should be done on these properties first.

- **A.** Building at 420 Buckhannon Pike with the conditions to have a 5 year renewable lease with rent not to exceed $3,500
- **B.** AC Murphy Run, 15.60 Acres -- PID 63 District 8, District Map 08-0036 Map 36 (Quarry Property)
- **C.** 279 Property – Peddler Run PID 11.3 District 16, District Map 15-0290
- **D.** Hepzibah Property --- District 7 Map 1119 Parcel 104
- **E.** 1184 Junkins Ave, Clarksburg --- District 7 Map 1124 Parcel 24
- **F.** 70 Coplin Ave, Clarksburg --- District 1 Map 101 Parcel 286
- **G.** 60 Walton Street, Clarksburg --- District 1 Map 101 Parcel 290
- **H.** 140 Fleming Street, Clarksburg --- District 7 Map 1112 Parcel 179

11. Review—Discuss—Consider Resignation and Formal withdrawal of The Harrison County Commission from the Harrison County Economic Development Corporation and termination and formal revocation of the February 25, 2016, Resolution which appointed The Harrison County Economic Development Corporation as the lead development organization for Harrison County, West Virginia: Hinkle moved to remove this item from the agenda. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed. Trecost moved to dissolve Harrison County Commission as a member of the Harrison County Development Corporation, discontinue funds as the Commission has a line item budgeted and dissolve the resolution designating the Harrison County Economic Development Corporation as the lead economic development organization for Harrison County. Commissioner Thomas spoke of support for both entities and friction between the development corporation and the development authority. Trecost asked to strike his motion. Motion withdrawn.

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): Hinkle asked about mediation. Trey Simmerman gave an update.

13. Review—Discuss—Consider Acquisition of Harrison Services, LLC property interest of continuation of Harrison County Rail Trail as negotiated by County Administrator with Property Owner per June 5, 2024 meeting directive (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): Trey Simmerman recommends the Commission proceed with agreement. Trecost moved to proceed.

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

14. Review—Discuss—Consider Budget Revisions for Assessor's Office: Hinkle moved to approve. Commission concurred.
- From: 406-459 New Equipment, $2,000 To: 406-108 Overtime
- From: 406-459 New Equipment, $1,000 To: 406-212 Printing

15. Review—Discuss—Consider Budget Revisions for County Clerk: Hinkle moved to approve. Commission concurred.
- From: 413-103-00 Poll Workers, $5,000 To: 413-103-01 Early Voting, $2,500
  To: 413-106-00 Retirement, $1,000
  To: 413-108-00 Overtime,$1,500

16. Review—Discuss—Consider Budget Revisions for Circuit Clerk: Hinkle moved to approve. Commission concurred.
- From: 403-341 Materials and Supplies, $2,000 To: 403-221 Circuit Clerks Training

17. Review—Discuss – Consider Access and Remediation Letter Agreement: Laura Pysz-Laulis spoke on agreement. Charlotte Shaffer, Director of Planning, also spoke on the agreement. Trecost moved to proceed with remediation agreement. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
- Evelyn Swiger
  116 Mount Clare Road
  Clarksburg, West Virginia 26301

18. Review—Discuss—Consider Awarding the Bid for the Next Set of DEP Demolition Structures Batch 2: Trecost moved to award Reclaim for bid on demolition of eleven structures. Commission concurred.

19. Administrator's Report: Laura Pysz-Laulis spoke on the grant application for a new Animal Control Facility.

20. Commissioner Comments – Questions: Commissioner Hinkle and Commissioner Trecost spoke in support of Salem EMS.

Trecost moved to adjourn. Commission concurred.

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

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Susan Thomas, President Date

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At the regular meeting of the County Commission of Harrison County held on Wednesday June 26, 2024, Commissioners Susan Thomas, David Hinkle and Patsy Trecost II were present. Also present were Micah Fisher, Deputy County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting and Commissioner 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:** Trecost moved to approve. Commissioner Hinkle congratulated the Sheriff on the new hires. Commission concurred.
    - **A.** Kaleigh Wetzel --- Law Enforcement --- New Hire--- Deputy --- Effective June 25, 2024
    - **B.** Roger King --- Law Enforcement --- New Hire --- Deputy --- Effective June 25, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings:** Laura Pysz-Laulis recommends tabling this matter for clarification and placed on the next agenda. Trecost moved to table. Commission concurred.
    - **A.** Regular Meeting Minutes for June 12, 2024
5. **Requisitions --- Purchase Orders --- Invoices:** Commissioner Thomas questioned some requisitions from the Prosecuting Attorney's office. Hinkle moved to pull the requisitions from the Prosecuting Attorney's office and approve the remaining items of A and B. Ms. Pysz-Laulis read the requisition amounts being pulled per Commissioner Hinkle's motion into the record: $77.90, $86.96, $74.69, $196.90, $189.26, $226.90, $226.90, $65.98, $86.82, $212.63, $15,260.22. Laura Pysz-Laulis advised that one additional requisition in the amount of $22,687.00 is being pulled per the Prosecuting Attorney's office. Commission concurred.
    - A. ARPA Requisition #09 – Greater Harrison PSD - $173,230
    - **B.** Vendor List of Payments

10:05 A.M. --- Special Funding Request from Humane Society of Harrison County, Inc of WV requesting $30,000 to help provide residents with Low Cost Spay/Neuter Vouchers: Frankie Dennison, from the Humane Society, gave an overview of the program and how the funds are handled. Commissioner Hinkle moved to give $10,000.00 per quarter for one year starting with the new fiscal year. Commission concurred.

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10:10 A.M. --- Larry Morris --- Nuisance --- 145 Murphy Run, Summit Park: Charlotte Shaffer, Director of Planning, advised that the property owner has done a decent amount of work and suggests a two week extension. Hinkle moved to grant an extension until July 31st and come back to the Commission with an update. Commission concurred.

10:15 A.M. --- Special Funding Request from Stonewood Volunteer Fire Department requesting $5,000 to help offset expenses for the Stonewood Volunteer Firefighter's Festival which raises money for the fire department: Patrick Folio and Doris Kidd gave an overview of the event and what the funds raised are used for. Trecost moved to approve funds in the amount of $3,000.00. Commission concurred.

10:20 A.M --- Special Funding Request from City Parks of Clarksburg requesting $1,500 for 4th of July Fireworks at the VA Park: Doug Comer gave an overview of the event and what the funds will be used for. Trecost moved to approve funds in the amount of $1,500.00. Commission concurred.

6. **Exonerations --- Corrective Tickets --- Joint Property Applications:** Trecost moved to approve items A through C. Commission concurred.
    - **A.** Exonerations --- Exhibit A
    - **B.** Corrective Tickets --- Exhibit B
    - **C.** Joint Property Applications --- Exhibit C
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost 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. Commission concurred.
    - **A.** Series 2008A --- $1818.50
8. **Review—Discuss—Consider** Access and Remediation Letter Agreement: Charlotte Shaffer explained the situation and the agreement. Trecost moved to approve items eight and nine. Commission concurred.
    - John Wamsley
      112 Factory Street
      Clarksburg, West Virginia
9. **Review—Discuss—Consider** Access and Remediation Letter Agreement: This matter was handled within item eight.
    - Mary Virginia Blanchard
      113 Beechwood Ave
      Clarksburg, West Virginia 26301

10:25 A.M. --- Hearing for Delinquent and Unprogressed Estates: Trecost moved to approve and affix signatures. Commission concurred.

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10. **Review—Discuss—Consider** Bylaws of the Harrison County WV Local Emergency Planning Committee: Laura Pysz-Laulis explained the Bylaws renewal and recommends approval. There was discussion of nothing changing with the Bylaws. Trecost moved to approve pending legal review. Commission concurred.
11. **Review—Discuss—Consider** Letter to the Alcohol Beverage Control Administration—H&N Petroleum LLC (Dola Dairy Mart) – Neelam Saba
    - 2978 Wallace Pike
      Lumberport, WV 26386

    Trecost moved to approve. Commission concurred.
12. **Review—Discuss—Consider** Budget Revisions for the Prosecuting Attorney's Office

From:

405-103 Employee Salary	$34,000.00
405-108 Overtime	$905.00
405-109 Extra Help	$9,600.00
405-112 Printing	$2,000.00
405-221 Training	$600.00
405-222 Dues/ Subscription	$3,000.00
405-223 Professional Services	$6,250.00
405-230 Contracted Services	$500.00
405-233 Investigations	$1,250.00
405-349 Charges Other Gov Units	$150.00
Total	$58,250.00

To:

405-214 Travel	$6,500.00
405-341 Materials and Supplies	$29,250.00
405-459 New Equipment	$29,250.00
Total	$58,250.00

Laura Pysz-Laulis explained the budget revision. There was discussion on the employee salary coming back to the general fund, per the step/grade policy agreed to by all Elected Officials. Trecost moved to approve budget revisions for line items 108, 109, 112, 221, 222, 223, 230, 233 and 349 and to allow the prosecuting Attorney to adjust line items 214, 341 and 459 as she sees fit. Commission concurred.

13. **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): Trey Simmerman, County Attorney advised that he is still working to schedule remediation and once it is he will be in touch with the Commission.
14. **Review—Discuss—Consider** Right of Way for Sun Valley's ARPA project – Phase IIIA Centralized Wastewater Collection: Kevin Short from Sun Valley PSD gave an update and what the ARPA funds are going to be used for. Dan Ferrell from Thrasher also spoke on the project and the Right of Way. Commissioner Hinkle questioned how the work being done by Sun Valley will affect the remediation work (required by CSX and being performed by the County) and how the two projects will work together and ensure that Sun Valley has access to their sewer line in the future. Trecost moved to approve the

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Right of Way and affix signatures. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

15. Review—Discuss—Consider Creating a Harrison County Recreation Map which will include Mountain Biking Trails, Canoe/ Kayak Launching Areas, and Rail Trails: Laura Pysz-Laulis explained that this would be to create a recreational list for Harrison County. Trecost moved to allow the County Administrator to move forward. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
16. Review—Discuss—Consider Harrison County Commission and City of Shinnston Rail Trail agreement: Trey Simmerman explained that the City of Shinnston has received a grant from the State of West Virginia to upgrade and improve the Rail Trail, and gave an overview of the improvements that will be done and the benefit it has for the County. This work will take place on portions of trail owned by the County, and the State of WV has requested that Shinnston obtain permission from the County before performing any work. Commissioner Hinkle questioned if that section of the trail should just be deeded over to Shinnston. Commissioner Thomas said she thought that is not a bad idea but that it is a discussion for another day. Trecost moved to approve and affix signatures. Commission concurred
17. Review—Discuss—Consider Invoice amount for both the City of Clarksburg and the City of Shinnston for their portion of the Election Expenses: Laura Pysz-Laulis explained the invoices and the amounts. Trecost moved to approve and send invoices to the cities. Commission concurred.
18. Review—Discuss—Consider Consideration of approval of Engagement Letter for Steptoe & Johnson to provide bond counsel services relating to modification of bond documents to extend the draw down period for Series 2021 B Property Tax Increment Revenue Bonds issued for the White Oaks project: Laura Pysz-Laulis advised that this was another step in the process. Trecost moved to approve the engagement letter for Steptoe and Johnson to provide bond counsel services relating to modification of bond documents and affix signatures. Commission concurred.
19. Review—Discuss—Consider: Adoption a Resolution and Order regarding the setting of a public hearing date with respect to the proposed extension of the termination date for the Tax Increment Financing District in Harrison County designated "The County Commission of Harrison County Development District No. 2- Charles Ponte" (the "TIF District"), amending the Project Plan for the TIF District to permit the issuance of tax increment revenue obligations which have up to a 30 year term and approving the form of public hearing notice to be published in connection with the same and matters relating thereto.: Laura Pysz-Laulis explained that this is a resolution setting a hearing date of July 31, 2024 at 10:00 am. Commissioner Hinkle questioned the previous resolution from the last meeting and what would become of it. Ms. Pysz-Laulis made the recommendation that the current presented resolution supersedes the prior resolution. Commissioner Hinkle asked the county attorney for a legal opinion. The County Attorney said he wasn't sure who had prepared the previous resolution, but the current resolution was prepared by Tom Aman, Bond Counsel, to make sure the County was

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proper with all the requirements of the statute. Mr. Aman was present on Zoom and indicated that the current resolution has wording that specifically repeals the previously passed resolution. Trecost moved to approve the current resolution for the public hearing and affix signatures. Commissioner Hinkle questioned the reasons an extension was being requested. Tom Aman explained the explained the reasons and addressed the items in the amendment to the resolution. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

20. **Review—Discuss—Consider** McKinnley's Design of New Animal Control Facility and Confirm Location: Laura Pysz-Laulis explained the documents from McKinnley and recommends a new build versus a remodel. Ms. Pysz-Laulis advised that during the new build the current facility will be occupied until the new structure is completed and a remodel will be just a temporary fix. Trecost moved to approve a new build and utilize the current facility until the new one is built. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
21. **Review—Discuss—Consider** Board Appointments to Harrison County Economic Development Authority: Michael Romano for Business and Chris Lane for Industry. Laura Pysz-Laulis explained the correction for the City of Shinnston as well as the other appointments. Trecost moved to approve as stated by the County Administrator. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
    a. Exhibit A - Current List
    b. Exhibit B – Recommended
22. **Review—Discuss—Consider** Budget Revisions: NONE
    A. General County
    B. Vital Services Levy
23. **Review—Discuss—Consider** Request to Travel --- 911 --- WV Northern Community College, New Martinsville Campus --- APCO Disaster Operations Class --- August 26, 2024
    A. Lorenda Russell
    B. Nina Loar
    C. Michelle Payton
    D. Corey Hagan
    E. Braiden Klema

Hinkle moved to approve all travel for items twenty three, twenty four and twenty five. Commissioner Hinkle suggests making travel items a part of the consent agenda. Commission concurred.

24. **Review—Discuss – Consider** Request to Travel --- 911 --- WV Northern Community College, Wheeling Campus --- APCO Crisis Negotiations Class --- August 27, 2024
    A. Gary Keith
    B. Trevor Vance
    C. Julia Pierce
    D. Matthew Gump
    E. Tyara Martin

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This matter was handled within item twenty three.

25. Review—Discuss—Consider Request to Travel --- 911 --- WV Northern Community College, Weirton Campus --- APCO Surviving Stress Class --- August 28, 2024

- **A.** Jason McDaniel
- **B.** Lindsay Atha
- **C.** Megan Rowand
- **D.** Jason Sheff
- **E.** Mica Giaquinto

This matter was handled within item twenty three.

26. Administrator's Report: Laura Pysz-Laulis advised that there is no meeting next week.

27. Commissioner Comments – Questions: NONE

Trecost moved to adjourn. Commission concurred.

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

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Susan Thomas, President Date

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At the regular meeting of the County Commission of Harrison County held on Wednesday July 17, 2024, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle. Also present were Laura Pysz-Laulis, County Administrator and John Spires, County Clerk. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

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1. Public Comment Period: (See list of speakers) Rhett Dusenbury, Congressman Mooney's representative, spoke on his pleasure working with the Commission. Jason Martin and George Finly spoke on how they were in favor of Spelter property rail trail acquisition.

10:05 A.M. --- William Ramsey --- Nuisance: Charlotte Shaffer and Robert Leonard from Planning discussed the conditions on the property and the timeline of the process. William Ramsey spoke on his reasons that the house is salvageable. Hinkle moved to extend 30 days to the standing structure - tax map and parcel # 1124-48 and move forward with immediate demolition on the burnt structure - tax map and parcel # 1124-22. Commission concurred.
A. 1930 Junkins Ave, Adamston
B. 1857 Junkins Ave, Adamston

10:10 A.M. --- Special Funding Request for the Black Heritage Festival requesting $3,500 for their Annual Festival that is on Main Street in Clarksburg in September --- James Griffin: Trecost moved to approve $3000 the Black Heritage Festival. Commission concurred. Hinkle wanted to amend to $5000. Amount not amended.

10:15 A.M. --- Special Funding Request from the Covered Bridge RiverJaxx requesting $3,000 for the West Milford Baseball field to repair drainage and level the playing field: Trecost moved to approve $3000 for West Milford Baseball field to repair drainage and level the playing field. Commission concurred.

10:20 A.M. --- Special Funding Request from the Lost Creek Community Festival, Inc requesting $3,500 for the Entertainment at their Festival in September --- Rondal Lake: Trecost moved to approve $3000 for the Lost Creek Community Festival. Commission concurred.

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

3. Payroll Change Notices: Trecost moved to approve A through C. Commission concurred.
A. Tyara Martin --- 911 --- Extended Medical Leave --- Effective July 9, 2024
B. Mikayla Shepherd --- 911 --- Probationary Period Completed --- Effective July 25, 2024
C. James Richards --- Parks & Rec --- Promoted to Deputy Director --- Effective July 25, 2024

4. Minutes and/ or Amended Minutes of Previous Meetings: (NONE)

5. Requisitions --- Purchase Orders --- Invoices: Trecost moved to approve A and B. Thomas and Trecost voted for. Hinkle voted against. Motion carried. Hinkle questioned vehicle purchase outside of the county.

A. Town of Anmoore's 3rd ARPA drawdown --- $5,500
B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Trecost moved to approve A through C. Commission concurred.
    A. Exonerations --- Exhibit A
    B. Corrective Tickets --- Exhibit B
    C. Joint Property Applications --- Exhibit C

7. Consideration of Approval of a Project Fund Requisition for the payment of cost 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. Series 2008A --- $1,496.16

8. Review—Discuss—Consider Usage Study at Courthouse not to Exceed $14,500: Hinkle moved to turn study over to the Harrison County court system. Hinkle voted for. Thomas and Trecost voted against. Motion failed.

9. Review – Discuss – Consider Signing letter of support for HCEDC's application to the WV Department of Economic Development to become part of the BUILD WV District with Doddridge and Lewis counties: Trecost moved to approve signing letter of support. Commission concurred.

10. Review—Discuss—Consider Appointment of New Member for Charles Pointe Community Enhancement District Board: Trecost moved to approve James Parker. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

11. Review—Discuss-- Consider Update on Nuisance Case for Charles and Jodi Burris: Trecost moved to send owners of 362 Limestone Road to court. Commission concurred.
    - 362 Limestone Road
      Clarksburg, West Virginia 26301

12. Review—Discuss—Consider Budget Revisions for Circuit Clerk Office: Trecost moved to approve revision. Commission concurred.

13. Review—Discuss – Consider Update from Brad Riffee, Executive Director of United Way: Brad Riffee spoke on the onboarding of two additional case managers. The United Way had not previously submitted an application to the Opioid Committee for this plan, but they have recently done that. Commissioner Thomas asks if the Commission should retract the original amount of $200,000 promised to the United Way or carry it over. County Attorney responded that to make a clear record

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there should be an agenda item at the next meeting to retract the original amount. This matter will be taken up at the next meeting. No action taken.

14. Review—Discuss—Consider Money for a Social Worker who is County Employee: Laura Pysz- Laulis suggested holding off. No Action taken.

15. Review—Discuss—Consider Resolution authorizing the acquisition of the parcels owned by United International Inc by Condemnation or Eminent Domain for further development of the Rail Trail System in Northern Harrison County: County attorney Trey Simmerman advised that this is the project "kick off" and is the same way the County started with CSX to obtain that property. Trecost moved to approve resolution for the property owned by United International Inc. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

16. Review—Discuss—Consider Order for Oil and Gas Assessments: Trecost moved to approve the order for oil and gas assessments and affix the appropriate signature(s). Commission concurred.

17. Review—Discuss—Consider Budget Revisions: Trecost moved to approve budget revision for General County. Commission concurred.
    - **A.** General County

18. Review—Discuss—Consider Letter to the Alcohol Beverage Control Administration—Dolgencorp, LLC for Dollar General Store #25592: Trecost moved to approve the letter of Alcohol Beverage Control Administration for Dollar General Store #25592. Commission concurred.
    - 256 Middletown Road
      Shinnston, West Virginia 26431

19. Review—Discuss—Consider Travel Request for Harrison County Community Corrections, Day Report Center going to WVAADAC Professional Development Summit in Davis, West Virginia on July 23, 2024: Trecost moved to approve travel for the four employees. Commission concurred.
    - **A.** Christine Jackson
    - **B.** Jessica Smith
    - **C.** Carol Moscar
    - **D.** Jacquelin Snider

20. Administrator's Report: Laura Pysz-Laulis spoke on the Purple Heart Memorial and that names are still being collected.

21. Commissioner Comments – Questions: Hinkle wants to plan long term for the rail trail.

Commissioner Trecost moved to adjourn. Commission concurred.

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

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Susan Thomas, President Date

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5A

Date of Meeting	August 21, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUO	
Commission	Mon Power	Service	$11,280.85							
Commission	Lowes	Supplies	$328.57							
Commission	Clarksburg Blue Print	Supplies	$70.00							
Commission	TK Elevator	Repairs Courthouse	$5,406.90							
Commission	The Water Shop	Water Service (2 invoices)	$60.00							
Commission	Mon Power	Service	$68.03							
Commission	Woodford Oil	Diesel RT. 19 Garage	$762.44							
Commission	U S Bank	Supplies	$153.78							
Commission	U S Bank	Supplies	$415.73							
Commission	Liberty Distributors	Supplies	$601.40						$601.40	
Commission	R.D. Wilson	Supplies	$428.90						$428.90	
Commission	R.D. Wilson	Supplies	$62.72						$62.72	
Commission	Frontier	service	$21.80							
Commission	Susan Thomas	Mileage Reimbursement	$124.62							
Commission	Glen Elk Iron	Employee Wellness	$160.00							
Commission	U S Bank	Supplies	$50.28							
Commission	Liberty Distributors	Supplies	$84.48							
Commission	U S Bank	Training S. Thomas	$214.00							
Commission	UniFirts	Carpet Runners	$142.10							
Commission	Bi County Nutritition	1st Quarter Allotment			$17,750.00					
Commission	Ulnited Hospital	Funding					$15,000.00			
Commission	Johnstown CEOS	Funding					$3,000.00			
Commission	Hart Office Solutions	Copier Rental	$207.68							
Commission	Hart Office Solutions	Black Toner	$689.34							
Commission	Batman Trophy	Name Plates	$20.00							
Commission	Lowes	Supplies	$61.73							
Commission	City Net	Monthly Charges	$34,856.16							
Commission	WesBanco Trust & Investment	Annual Payment	$756,398.77							
Commission	MVB Bank	609 Property Payment	$6,222.12							
Commission	Harrison County Bank	Airport Property Payment	$34,395.48							
Commission	Mon Power	Courthouse & Annex	$22,373.54							
Gina Jones	The Exponent Telegram	Legal Ad	$56.00							
Gina Jones	Reclaim Co.	Demo 2410 Buckhannon Pike	$6,950.00							
Gina Jones	Reclaim Co.	Demo 97 Frosty Lane	$6,500.00							
Gina Jones	Reclaim Co.	Demo 2472 Buckhannon Pike	$7,800.00							
Gina Jones	Audubon Animal Clinic	Spay/Nueter Aug. 2024			$1,867.00					
Park & Rec	Leonard	Floor Liners			$365.00					
Park & Rec	Mon Power	Service (2 invoices)			$16.50					
Park & Rec	Central Supply	Supplies			$283.40					
Park & Rec	Unifirst	Carpet Runners			$33.46					
Park & Rec	Sandy's	Supplies			$376.96					
Park & Rec	Specturm	Internet			$194.98					
Park & Rec	State Electric	Supplies			$29.75					
Park & Rec	Sherwin-Williams	Supplies			$550.35					
Park & Rec	Lowes	Supplies			$912.34					
Park & Rec	First Citizens Bank	Copier Rental			$196.08					
Park & Rec	Marsh	Supplies			$281.65					
Sheriff & Treasurer	Software Systems	Tax Statements	$32,707.75							

Date of Meeting	August 21, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Community Correctoins	CDWG	Monitors				$283.83				
Community Correctoins	Micro Distributing	Lab Confirmations				$8,686.50				
Animal Control	Audubon Animal Clinic	Exams			$152.00					
Animal Control	Fisher Auto Parts	Automobile Parts (2 Invoices)			$712.98					
Animal Control	Appalachian Tire	Tires			$861.30					
Senior Center	Otis Elevator	Maintenance Contract			$2,138.40					
Maintenance	Liberty Distributors	Supplies	$38.92							
Maintenance	Airgas USA	Mig Welding Cart	$157.15							
Maintenance	Whaley Distributing	Supplies	$79.96							
Maintenance	Whaley Distributing	Supplies	$72.00							
Maintenance	Fisher Auto Parts	Battery Ven Track	$131.49							
Courts	The Water Shop	Water Service	$51.00							
Pros. Atty	AT & T Mobility	Service	$137.08							
Pros. Atty	Truist Bank	Various Charges	$435.06							
Pros. Atty	Truist Bank	supplies	$2,259.24							
911 Center	Commerce District	Association Dues		$404.70						
911 Center	Frontier	Service		$4,951.39						
911 Center	Salem University	Lease Payment								$52,656.12
911 Center	UniFirst Corp	Carpet Runners			$62.25					
911 Center	R.D.Wilson	Supplies			$55.60					
911 Center	Hart Office	Toner			$299.98					
911 Center	Lowes	Supplies			$60.26					
911 Center	APCO International	Student Manuals		$1,079.10						
911 Center	APCO International	Training Course		$365.82						
911 Center	State Electric	Light Bulbs		$245.25						
911 Center	State Electric	Light Bulbs		$183.12						
911 Center	APCO International	Recertification		$35.00						
911 Center	Christopher Cutright	Reimbursement		$2,885.61						
911 Center	Mon Power	Firefighters Training Bldg		$58.14						
Garage	Advance Auto	Supplies	$8.27							
Garage	Woodford Oil	Bulk Oil	$1,980.00							
Garage	Whaley Distributing	Supplies	$113.37							
Garage	Chenoweth Ford	Automobile Parts(2 invoices)	$261.18							
Garage	Fisher Auto Parts	Automobile Parts(4 invoices)	$151.72							
Garage	Amtower Auto Parts	Automobile Parts (2 invoices)	$274.90							
Garage	In & Out Tire	Trailer Tires	$166.44							
Garage	Harry Green	Wheel Alignment	$134.95							
Michelle Tonkin	Enlarged Hepzibah PSD	ARPA Funds						$109,851.47		
County Clerk	Amazon	Monitor	$164.99							
County Clerk	Casto & Harris	Deed Books	$1,800.00							
County Clerk	Exponent Telegram	Legal Ad	$4,090.91							

Date of Meeting	August 21, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
County Clerk	The Water Shop	Water Service	$48.00							
Law Enforcement	Oasis Worship Center	National Night Out Hot Dogs								$300.00
Law Enforcement	Truist Bank	Supplies								$32.09
Law Enforcement	Truist Bank	Various Charges	$2,172.36							
Law Enforcement	Special Tees	Shirts	$296.00							
Law Enforcement	Skasiks Cleaners	Dry Cleaning	$248.75							
Law Enforcement	Idemia Identity & Security	Maintenance & Support	$4,635.00							
Law Enforcement	Rogue	Fitness Equipment								$15,400.13
Law Enforcement	Truist Bank	Various Charges	$386.07							
Law Enforcement	Michael Sands	Reimbursement								$550.00
Law Enforcement	Benny's Boot Hill	Safety Toe Shoes	$179.91							
Law Enforcement	AT & T Mobility	LPR & Equipment	$120.72							
Law Enforcement	U S Cellular	Cellular Account	$2,467.81							
Home Confinement	Idemia Identity & Securtiy	Maintenance & Support				$500.00				
Process	Skasiks Cleaners	Dry Cleaning	$117.00							
Security	Skasiks Cleaners	Dry Cleaning			$119.90					
Staging	Idemia Identity & Security	Maintenance & Support	$500.00							
Planning	Reclaim	Training / R. Leonard	$250.00							
Planning	U S Bank	Supplies	$19.12							
			$953,624.54	$10,208.13	$27,320.14	$9,470.33	$18,000.00	$109,851.47		$68,938.34
					Grand Total :	$1,197,412.95				

_____CO _____

MMISSIONER'S SIGNATURE DATE

_____CO _____

MMISSIONER'S SIGNATURE DATE

_____ _____

COMMISSIONER'S SIGNATURE DATE

Date of Meeting	August 21, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed

6A

Exhibit A Exonerations	Amount
PP-598 DEVERICKS MARLANA L	$ 152.09
PP-599 DEVERICKS MARLANA L	$ 145.23
PP-600 EXELON GENERATION CO LLC % ALPHA BETH	$ 13,088.44
PP-601 EXELON GENERATION CO LLC % ALPHA BETH	$ 12,074.94
PP-602 EXELON GENERATION CO LLC % ALPHA BETH	$ 11,113.02
PP-603 HURSH ERIC DUANE & HELEN G	$ 112.52
PP-604 MOORE STEPHEN W & LINDA S	$ 316.23
PP-605 XEROX FINANCIAL SERVICES LLC TAX DEPT XRXZ	$ 955.75
PP-606 XEROX CORPORATION PROPERTY XRX2-040A	$ 663.65
RE-544 AMERICAN HEART ASSOCIATION	$ 31.19
RE-545 AMERICAN HEART ASSOCIATION WV AFFILIATE INC	$ 5.04
RE-546 BOWERS DONALD L & GARY JR 2/3 & JOE ANN MILLER	$ 549.18
RE-547 BROWN ROBERT T & LINDA D	$ 821.71
RE-548 BROWN ROBERT T & LINDA D	$ 149.92
RE-549 BROWN ROBERT T & LINDA D	$ 258.76
RE-550 BROWN ROBERT T & LINDA D	$ 120.83
RE-551 DAVIS MATTHEW E	$ 264.00
RE-552 KENNEDY WILLIS GENE	$ 548.27
RE-553 LEESON WILLIAM	$ 117.22
RE-554 WVU FOUNDATION INC	$ 27.98
TOTAL:	$ 41,515.97

PP 598

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DEVERICKS MARLANA L** whose address is, 516 BROADWAY AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17085** on **2012 Subaru**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **12090**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **4995**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2012 Subaru, the vehicle has been gone since December 2020. Exonerate a value of 4995 at a class 4 rate of levy to correct the overcharge. Please remove the 12 Suba Lega (4995) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3062646**
Ticket No. **621961**
Tax Year **2023**

Amount Exonerated: $152.09

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR

_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

EXONERATIONS

PP599

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DEVERICKS MARLANA L** whose address is, 516 BROADWAY AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **14790** on **2012 Subaru**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **10065**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **4725**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2012 Subaru, the vehicle has been gone since December 2020. Exonerate a value of 4725 at a class 4 rate of levy to correct the overcharge. Please remove the 12 Suba Lega (4725) from the vehicle description.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3062646**
Ticket No. **522393**
Tax Year **2022**

Amount Exonerated: $145.23

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR

_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

PP600

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EXELON GENERATION CO LLC %ALPHA BETH** whose address is, 1310 POINT ST BALTIMORE, MD 21231, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **570551** on **Inventory**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **570551**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for the 2024 tax year, Inventories are assessed on account # 3063036. Cancel this ticket and mark improper for the 2024 tax year.

District: **01 - CLARK-OUTSIDE**
Account No. **3078946**
Ticket No. **400536**
Tax Year **2024**

Amount Exonerated: $13088.44

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR

_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

PP 601

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EXELON GENERATION CO LLC %ALPHA BETH** whose address is, 1310 POINT ST BALTIMORE, MD 21231, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **518683** on **Inventory**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **518683**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for the 2023 tax year, Inventories are assessed on account # 3063036. Cancel this ticket and mark improper for the 2023 tax year.

District: **01 - CLARK-OUTSIDE**
Account No. **3078946**
Ticket No. **600542**
Tax Year **2023**

Amount Exonerated: $12074.94

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR

_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

PP 602

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **EXELON GENERATION CO LLC %ALPHA BETH** whose address is, 1310 POINT ST BALTIMORE, MD 21231, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **471530** on **Inventory**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **471530**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed for the 2022 tax year, Inventories are assessed on account # 3063036. Cancel this ticket and mark improper for the 2022 tax year.

District: **01 - CLARK-OUTSIDE**
Account No. **3078946**
Ticket No. **500548**
Tax Year **2022**

Amount Exonerated: $11113.02

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP603

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 13th day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **HURSH ERIC DUANE & HELEN G** whose address is, 2127 WILSONBURG RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **19413** on **2021 Trailer**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **14508**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **4905**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2021 DC trailer, the trailer is assessed on the business acount # 3087282. Exonerate a value of 4905at a class rate of levy to correct the overcharge. Please remove the 21 DC TRLR (4905) from the vehicle description.

District: **07 - COAL-OUTSIDE**
Account No. **3082955**
Ticket No. **410067**
Tax Year **2024**

Amount Exonerated: $112.52

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR
_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR
_____

PP604

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MOORE STEPHEN W & LINDA S** whose address is, 324 MOORE WAY SHINNSTON, WV 26431, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **97545** on **2019 Chevy Traverse**, Class **3/4** in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **83760**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **13785**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error reported the 2019 Chevy, vehicle belongs to son and is assessed on account #3080634. Exonerate a value of 13785 at a class 3 rate of levy to correct the overcharge. Please remove the 19 CHev Trav (13785) from the vehicle description.

District: **05 - CLAY-OUTSIDE**
Account No. **1686170**
Ticket No. **407464**
Tax Year **2024**

Amount Exonerated: $316.23

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR

_____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

EXONERATIONS

PP 605

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX FINANCIAL SERVICES LLC TAX DEPT XRXZ 040A** whose address is, PO BOX 909 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **51941** on **COMPUTER EQUIPMENT**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **20197**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **31744**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect valun on computer equipment. Exonerate a value of 31744 at a class 4 rate of levy to correct the overcharge. Correct description to 00 CE - COMP (20197).

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3069903 TIF #3**
Ticket No. **425142**
Tax Year **2024**

Amount Exonerated: $955.75

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP1606

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX CORPORATION PROPERTY TAX XRX2-040A** whose address is, PO BOX 9601 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **43673** on **COMPUTER EQUIPMENT**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **14743**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **28930**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned taxpayer in error is assessed at an incorrect value for 2024 tax year. Exonerate a value of 28930 at a class 3 rate of levy to correct the overcharge. Correct description to 00 CE - COMP (14743).

District: **15 - SIMPSON-OUTSIDE**
Account No. **3004555**
Ticket No. **420987**
Tax Year **2024**

Amount Exonerated: $663.65

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE544

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **AMERICAN HEART ASSOCIATION** whose address is, PO BOX 22035 SAINT PETERSBURG, FL 33742, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1360** on **INT 376.5 AC LEASED O&G TRIBUTARY OF INDIAN RN ANTERO #5674-75**, Class **3/4** in **TENMILE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **1360**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The American Heart Association is an Exempt Entity - provided proof of use of royalties - 501 (c) provided, therefore should be exempt. Exonerate a value of 1,360 at a Class 3 rate of levy to correct the overcharge.

District: **18 - TENMILE-OUTSIDE**
Account No. **6889165**
Ticket No. **61231**
Tax Year **2024**

Amount Exonerated: $ 31.19

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE545

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **AMERICAN HEART ASSOCIATION WV AFFILIATE INC** whose address is, 162 COURT ST CHARLESTON, WV 25301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **220** on **.0625 INT 65.39 AC O&G KINCHELOE** , Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **220**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The American Heart Association is an Exempt Entity - provided proof of use of royalties - 501 (c) provided, therefore should be exempt. Exonerate a value of 220 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **6954708**
Ticket No. **68415**
Tax Year **2024**

Amount Exonerated: $ 5.04

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A. Romano

RE546

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BOWERS DONALD L & GARY JR 2/3 & JOE ANN MILLER 1/3** whose address is, 812 LONG RUN RD NAPIER, WV 26631, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **26580** on **1 LOT 2 SEC 2 HUGHES** , Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **2640**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **23940**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property had a mobile home added to real when in fact it should have been assessed on Personal Property #3088263. Exonerate a value of

District: **09 - EAGLE-OUTSIDE**
Account No. **6220181**
Ticket No. **30032**
Tax Year **2024**

Amount Exonerated: $ 549.18

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR Joseph M. Adams

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

RE 547

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BROWN ROBERT T & LINDA D** whose address is, 838 HOOP POLE HOLLOW RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **39060** on **1 LOT #111 HEAVENER 1ST ADD**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **3240**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **35820**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was assessed with dwelling when dwelling burned to the ground in 2021. Exonerate a value of 35,820 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6511688**
Ticket No. **20135**
Tax Year **2024**

Amount Exonerated: $ 821.71

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A. Bernard

RE548

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BROWN ROBERT T & LINDA D** whose address is, 838 HOOP POLE HOLLOW RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **16120** on **1 LOT #111 HEAVENER 1ST ADD**, Class **2** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **3240**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **12880**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was assessed with dwelling when dwelling burned to the ground in 2021. Exonerate a value of 12,880 at a Class 2 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6511688**
Ticket No. **19841**
Tax Year **2023**

Amount Exonerated: $ 149.92

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE549

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BROWN ROBERT T & LINDA D** whose address is, 838 HOOP POLE HOLLOW RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **11700** on **1 LOT #113 HEAVENER 1ST ADD**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **420**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **11280**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was assessed with dwelling when dwelling burned to the ground in 2021. Exonerate a value of 11,280 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6511704**
Ticket No. **20137**
Tax Year **2024**

Amount Exonerated: $ 258.76

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE 550

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BROWN ROBERT T & LINDA D** whose address is, 838 HOOP POLE HOLLOW RD MOUNT CLARE, WV 26408, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **10800** on **1 LOT #113 HEAVENER 1ST ADD**, Class **2** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **420**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **10380**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was assessed with dwelling when dwelling burned to the ground in 2021. Exonerate a value of 10,380 at a Class 2 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6511704**
Ticket No. **19843**
Tax Year **2023**

Amount Exonerated: $ 120.83

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

RE55

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **DAVIS MATTHEW E** whose address is, C/O KAYLA LIPPS 24 155 COLTS FOOT DR LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **38880** on **.66 AC LOST CREEK**, Class **2** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **16200**, Class **2** in and for the year **2023**, resulting in a difference in assessed value of **22680**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The above mentioned property was being assessed for a dwelling when in fact the dwelling burned September 2020, confirmed with pictures from new owner & fire department. Exonerate a value of 22,680 at a Class 2 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **6763503**
Ticket No. **39811**
Tax Year **2023**

Amount Exonerated: $ 264.00

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE5552

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **KENNEDY WILLIS GENE** whose address is, 3245 MOUNT CLARE RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **24130** on **.1666 INT 30.25 AC O&G LONG RUN (DOM T/ API#1915) (LS #66833)**, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **230**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **23900**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The HG Energy well value assessed here belongs under surface 12-427/31, doing 2024 corrective, per taxpayers request. Exonerate a value of 23,900 at a Class3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **6809858**
Ticket No. **41578**
Tax Year **2024**

Amount Exonerated: $ 548.27

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE55

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **LEESON WILLIAM** whose address is, 351 DEER POINTE CIR CASSELBERRY, FL 32707, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **5700** on **INT 147.87 AC LEASED O&G LIME STONE (ANT/API#5472-73)**, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **590**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **5110**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The royalties for Leon Wilson erroneously applied here. Exonerate a value of 5,110 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **6905640**
Ticket No. **22544**
Tax Year **2024**

Amount Exonerated: $ 117.22

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

RE-55

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **WVU FOUNDATION INC** whose address is, 1 WATERFRONT PL MORGANTOWN, WV 26501, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1220** on **1/2 INT 45 AC O & G ELK CK**, Class **3/4** in **ELK**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **1220**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

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

The WVU Foundation Inc is an Exempt Entity - provided proof of use of royalties - FEIN #55-6017181, therefore should be exempt. Exonerate a value of 1,220 at a Class 3 rate of levy to correct the overcharge.

District: **11 - ELK**
Account No. **6506024**
Ticket No. **39421**
Tax Year **2024**

Amount Exonerated: $ 27.98

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

6B

Exhibit B Corrective Tickets	Amount
PP-160 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 29.08
PP-161 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 548.15
PP-162 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 1,216.47
PP-163 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 118.99
PP-164 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 138.23
PP-165 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 547.42
PP-165 XEROX FINANCIAL SERVICES LLS TAX DEPT XRXZ 040A	$ 54.29
RE-486 KENNEDY WILLIS GENE	$ 415.21
RE-487 MOORE JACQUELINE RUTH ETAL	$ 371.39
TOTAL:	$ 3,439.23

CORRECTIVE TICKET

PP 160

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **Xerox Financial Services LLC Tax Dept XRXZ 040A** whose address is, PO BOX 909 Webster, NY 14580-7571 , who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **0** on **Computer Equipment**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **966**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error was not assessed for the 2024 tax year. Create a ticket value of 966 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (966).

District **16 - SIMPSON-BRIDGEPORT**
Account No. **3078398**
Ticket No.
Tax Year **2024**

Amount Exonerated: **$0**
Corrected Ticket Amount: **$ 29.08**
TIF: **#2**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

CORRECTIVE TICKET

pp 161

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX FINANCIAL SERVICES LLC TAX DEPT XRXZ 040A** whose address is, PO BOX 909 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17321** on **COMPUTER EQUIPMENT**, Class 3/4 in **CLAY-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **23895**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value on computer equipment. Create a ticket value of at a class rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers.

District **05 - CLAY-OUTSIDE**
Account No. **3067857**
Ticket No. **408184**
Tax Year **2024**

Amount Exonerated: **$397.34**
Corrected Ticket Amount: **$ 548.15**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

CORRECTIVE TICKET

PP 162

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX CORPORATION PROPERTY TAX XRX2-040A** whose address is, PO BOX 9601 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12047** on **COMPUTER EQUIPMENT**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **39963**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value for 2024 tax year. Create a ticket value of 39963 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (39963).

District **03 - CLARK-CLARKSBURG**
Account No. **1022707**
Ticket No. **405474**
Tax Year **2024**

Amount Exonerated: **$366.71**
Corrected Ticket Amount: **$ 1216.47**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP 163

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX CORPORATION PROPERTY TAX XRX2-040A** whose address is, PO BOX 9601 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3473** on **COMPUTER EQUIPMENT**, Class 3/4 in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **3909**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value for 2024 tax year. Create a ticket value of 3909 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (3909).

District **03 - CLARK-CLARKSBURG**
Account No. **1275792**
Ticket No. **405473**
Tax Year **2024**

Amount Exonerated: **$105.72**
Corrected Ticket Amount: **$ 118.99**
TIF: **#4**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

PP164

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX CORPORATION PROPERTY TAX XRX2-040A** whose address is, PO BOX 9601 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4297** on **COMPUTER EQUIPMENT**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **4591**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value for the 2024 tax year. Create a ticket value of 4591 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (4591).

District **16 - SIMPSON-BRIDGEPORT**
Account No. **1284577**
Ticket No. **425140**
Tax Year **2024**

Amount Exonerated: **$129.37**
Corrected Ticket Amount: **$ 138.23**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A. Romano

CORRECTIVE TICKET

PP 165

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX CORPORATION PROPERTY TAX XRX2-040A** whose address is, PO BOX 9601 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **17501** on **COMPUTER EQUIPMENT**, Class 3/4 in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **18182**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value for 2024 taxes. Create a ticket value of 18182 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (18182).

District **16 - SIMPSON-BRIDGEPORT**
Account No. **3059194**
Ticket No. **425141**
Tax Year **2024**

Amount Exonerated: **$526.92**
Corrected Ticket Amount: **$ 547.42**
TIF: **#6**

_____
PRESENT: Prosecuting Attorney
(or)

_____
PRESENT: Tax Commissioner

_____
ATTEST: County Clerk

ASSESSOR _____

_____
APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

_____

CORRECTIVE TICKET

PP 166

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **XEROX FINANCIAL SERVICES LLC TAX DEPT WRXZ 040A** whose address is, PO BOX 909 WEBSTER, NY 14580, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **6574** on **COMPUTER EQUIPMENT**, Class 3/4 in **CLARK-NUTTERFORT**, Harrison County, West Virginia, which should have been assessed at **1957**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

The above mentioned taxpayer in error is assessed at an incorrect value and District for the 2024 tax year. Create a ticket value of 1957 at a class 4 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 00 CE - COMP (1957). PLEASE CORRECT DISTRICT TO 10.

District **04 - CLARK-NUTTERFORT**
Account No. **3069904**
Ticket No. **406158**
Tax Year **2024**

Amount Exonerated: **$199.85**
Corrected Ticket Amount: **$ 54.29**
TIF: #

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR Joseph A Romano

RE 486

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **KENNEDY WILLIS GENE** whose address is, 3245 MOUNT CLARE RD CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **12300** on **18.595 AC LOST CREEK** , Class **2** 3/4 in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **36200**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

Adding wells from account #6809858, exonerated 2024, per taxpayer request wells belong here. The parcel adjoins homesite therefore Class 2 applies. Create a ticket value of 36,200 (L-12,300 B-0 M-23,900) at a Class 2 rate of levy to properly assess and allow discounts/half year payments as afforded all taxpayers.

District **12 - GRANT-OUTSIDE**
Account No. **6295760**
Ticket No. **41575**
Tax Year **2024**

Amount Exonerated: **$141.08**
Corrected Ticket Amount: **$ 415.21**
TIF: #

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

RE 48

CORRECTIVE TICKET

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

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

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

On the 21st day of August, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **MOORE JACQUELINE RUTH ETAL** whose address is, C/O ROBERT MOORE 336 GRAND AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **11080** on **.2500 INT 53.06 AC O&G LIMESTONE (ANT/#5472-5473) (DIV/#1624)**, Class 3/4 in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **16190**, in and for the year **2024**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2024**, as described below, be so ordered.

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

Add royalty for Leon F Wilson Family Trust paid by Antero here. They were erroneously assessed to #6905640. Create a ticket value of 16,190 (L-0 B-0 M-16,190) at a Class 3 rate of levy to properly assess and allow discounts/half year as afforded all taxpayers.

District **07 - COAL-OUTSIDE**
Account No. **6911130**
Ticket No. **23091**
Tax Year **2024**

Amount Exonerated: **$254.17**
Corrected Ticket Amount: **$ 371.39**
TIF: **#**

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

A RESOLUTION AUTHORIZING THE HARRISON COUNTY COMMISSION STAFF TO PAY CERTAIN VENDORS PRIOR TO SUBMITTING THE BILLS TO THE HARRISON COUNTY COMMISSION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, certain vendors that provide services or goods to the County on a regular basis have a billing cycle that will come in right after the regular commission meetings or requires the bill to be paid prior to the regular commission meetings and may charge a late fee to the County for late payment by the time it is approved for payment; and

WHEREAS, it is the desire of the Harrison County Commission to avoid payment of late fees;

and

WHEAREAS, it is the desire of Harrison County Commission to meet debt service payment

requirements; and

WHEREAS, it is the desire of Harrison County Commission to maintain a good payment history with certain vendors that provide ordinary and necessary goods and services to the County on a regular basis; and

WHEREAS, only expenditures which have been budgeted will be paid.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County of Harrison that the following pre-authorization for payment of certain bills be adopted:

Section 1. The Harrison County Commission Staff is authorized to pay the following vendors for the listed purposes by the due date on the bill and prior to submitting the bill to the Harrison County Commission for approval so long as the expenditure is accounted for in the Fiscal Year budget and if needed to avoid a late charge:

Vendor	Goods/Services
Hope Gas	Gas Service
Mon Power	Electric Service
Frontier	Telephone
City Net	Internet
Clarksburg Water Board	Water Service
Waste Management	Waste Collection Services
Charter Communications	Internet

Vendor	Goods/Services
Enterprise Sanitation	Waste Collection
Enlarged Hepzibah PSD	Water Service
Verizon	Telephone
Canon Financial Services	Various Copier Rentals
US Bank	VISA payments

Vendor	Goods/Services
City of Bridgeport	water/sewer
City of Shinnston	Water Service
Greater Harrison PSD	Water Service
Xerox	copier lease
Truist Bank	Visa Payment
Optimum	Internet

Vendor	Goods/Services
AT & T	Phone Service
HERA	Electric
Fleet Cor	Fuel

Vendor	Goods/Services
U S Cellular	Cellular Accounts
Optimum	Internet
Pitney Bowes	Postage

Section 2. At the first Commission meeting following payment of any invoices or statements paid pursuant to this Resolution, the Harrison County Commission Staff shall submit all such expenditures to the Commission for ratification.

Section 3. This Resolution shall take effect and be in force immediately upon its passage and approval.

PASSED AND APPROVED BY THE Harrison County Commission THIS 21 DAY OF AUGUST, 2024.

John R. Spires, Clerk
Harrison County Commission

Susan J. Thomas, President
Harrison County Commission

Asphalt Kings

1816 Philippi Pike, CLARKSBURG, WV, 26301
(304) 397-5826
rjswiger@gmail.com

Prepared For:

Harrison County Commission
Danny Hamrick
301 West Main Street Clarksburg, WV 26301
(304) 669-0909
dhamrick@harrisoncountywv.gov

Project Summary

JOB SITE: WASHINGTON AVE. PARKING LOTS
301 West Main Street,
Clarksburg, West Virginia, 26301
US

PRODUCT	QTY	RATE	AMOUNT
Asphalt Installation	27,952	2	$56,003.73

- Mill out all tie ins, clean and prep for paving
- Supply and place HMA -Wearing Course Asphalt at a compacted thickness of 2".
- Measured Area of 27952.

Striping	1,536	1.15	$1,764.00

- Stripe 1536 linear feet of parking lot lines according to provided plans or existing layout.

Job Subtotal	**$57,767.73**

Proposal Subtotal	$57,767.73
Proposal Tax	$577.68
Proposal Total	$58,345.41

Washington Ave. Parking Lots

Asphalt Installation


Washington Ave
Lee Ave
S 5th St
S 4th St
S 3rd St
Hudson St
George St
Carmichael Ct

Striping

Proposal Acceptance

- Any adjustments to the original scope of work shall be committed though a written change order approved and signed by both parties.
- Asphalt Kings, LLC proposes to furnish material and labor to perform the work outlined above.
- This proposal is valid for thirty (30) days from the date written above.
- The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.
- This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.
- Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. Asphalt Kings, LLC is hereby authorized to proceed with the work specified.

Terms of Services. Customer agrees to the Services to be provided and the Terms and Conditions as outlined in this proposal.

Terms of Payment. Customer agrees to pay the amount indicated above for the Services to be provided upon completion of the Services, within the agreed time period, without any deduction or set-off for any reason.

Terms of Changes. Customer agrees that upon signing, any changes to the Services outlined in this Proposal may result in additional charges.

Click To Enter Signature

Date

07/29/2024

Full Name

Title

Email

Pavement Maintenance Proposal

Harrison County Commission

David Hamrick

Project:

Courthouse Parking Lot
301 W Main St
Clarksburg, WV 26301

ERSKINE SEALCOATING

Colton Erskine
President

Service Provider Information

Company Info

Erskine Pavement
155 Circle Dr.
Lumberport, WV 26386

P: 304-222-9272
F: 304-222-9272
http://www.erskineconstructionandsealcoat.com

Contact Person

Colton Erskine
President
erskinesealcoating@gmail.com
Cell: 304-222-9272
Office 304-222-9272

About Us

We Solve Problems & Make Pavement Maintenance Simple

Erskine Construction and Seal Coat provides pavement , maintenance & construction services to the residential, commercial, recreational and industrial markets .

We discount multiple property contracts

Erskine Seal Coat provides sealcoating, line striping, crack repairs and power washing services to in a detailed, simple way-- see the enclosed proposal, and call us with any questions.

Proposal: Courthouse Parking Lot

New Asphalt Pavement | Overlay

1. The area under consideration for new asphalt surface comprises approx. 27,975 square feet.
2. All areas will be barricaded before, during and after this project.
3. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
4. All surfaces to be paved will be cleaned of all loose materials.
5. **PrePave Leveling**: Our firm will level low and depressed areas by installing **390 tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
6. **Parking Blocks:** This proposal includes the setting aside and replacing 0 parking blocks/chalks. We will do everything possible not to damage any parking block, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.
7. Our firm will machine install 2.5 inches of compacted thickness surface asphalt, with all work being completed in 3 trip(s). ***Vital to note that all work we specify is the final depth, not the depth prior to compaction.***
8. 2.5 inch Overlay

Total Price: $51,375.00

Line Striping

1. Our firm will restripe the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.

Total Price: $0.00

Price Breakdown: Courthouse Parking Lot

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on June 19, 2024.

Item	Description		Cost
1.	New Asphalt Pavement | Overlay		$51,375.00
2.	Line Striping		$0.00
		Total:	**$51,375.00**

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 20 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Colton Erskine

David Hamrick
Harrison County Commission
301 W Main St
Clarksburg, WV 26301
dhamrick@harrisoncountywv.gov
C: 304-669-0909
O: 304-624-8508

Colton Erskine | President
Erskine Pavement
155 Circle Dr.
Lumberport, WV 26386
E: erskinesealcoating@gmail.com
C: 304-222-9272
P: 304-222-9272
F: 304-222-9272
http://www.erskineconstructionandsealcoat.com

Additional Info: Courthouse Parking Lot

Sealcoating Commercial | Owners Resp & Conditions

1. **Lawn Fertilization:** should not be installed seven days before or after service.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
3. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
4. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforseen conditions, you are required to let all service providors know about the change.
5. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
6. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight.
7. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks wil be evident, no worries in time they will blend in with surrounding surface.
8. **White Chalk Residue in Crack Areas:** When sealcoating parking lot with significant underwater issues a white reside that looks like salt may appear in the areas of cracks throught the parkiing lot. This is a conditons where the base material of limestone or other surface is drawn to the top of the surface. Since the surface is a dark black, this will be far more evident for a period of time. No worries, it will fade and eventually disappear.
9. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

Attachments

Please click any of the links below to view and print all documents.

Company Attachments

2024 Insurance

Contractors Lisc_2_15_21

Tarconite Brocuhre

Tarconite MSDS

W-9 Form

WVA Business Registration 2_21

WHERE QUALITY COUNTS

PUT OUR YEARS OF EXPERIENCE, QUALITY, AND SAFETY ON YOUR JOBSITE

BEAR CONTRACTING

To:	Harrision County Court House	**Date:**	April 25, 2024
Attention:	Danny Hamerick	**Job Name:**	Clarksburg Paid Parking Paving
Address:		**Location:**	Clarksburg, WV
City:		**Phone:**	

Item	Description	Quantity	Unit	Unit Cost	Total
	Mobilization	1.00	LS	$ 3,200.00	$ 3,200.00
	Milling Existing Asphalt (2")	6,030.00	SY	$ 4.25	$ 25,627.50
	HMA Wearing 1 Overlay (2")	670.00	TN	$ 130.00	$ 87,100.00
	Re-Stripe	1.00	LS	$ 2,200.00	$ 2,200.00
	Stencils if needed	92.00	EA	$ 15.00	$ 1,380.00
	Grand Total:				**$ 119,507.50**

Clarifications or Qualifications:

1. No utility relocations included.
2. One mobilization included.
3. All grades and proper drainage assumed to be correct on existing asphalt. Not responsible for standing water due to existing surfaces.
4. Paymemt terms will be net 30 days.
5. Pricing based on work be completed as a package deal.
6. All work is priced as day shift work, Monday through Friday.
7. No roadway repairs included.
8. Not responaible for soft subgrade conditions.
9. Pricing based on the April 2024 asphalt index. Price subject to adjustment for the WVDOH index at the time of placement
10. No weed killer applied prior to placement of asphalt.

Bear Contracting, LLC Proposal Order General Terms and Conditions:

The following Terms and Conditions are attached to and form part of the a proposal for services to be performed by Bear Contracting, LLC ("Contractor") and together, when the Owner authorizes Contractor to proceed with the services, constitutes the Agreement.

SCOPE OF WORK: Contractor shall provide all necessary labor, equipment and materials required to perform the work described as set forth in the Proposal.

OWNER: The Owner confirms and agrees that the Owner has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Owner who may have an interest in the Project and/or Property.

PERMITS: Building or grading permits and not included. All applicable fees are to be paid by the Owner.

PRICING: Pricing is based upon the applicable asphalt index at the time of the proposal. Pricing is subject to adjustment for the WVDOH Index at the time of placement.

PAYMENT: Contractor shall be paid by final quantities measured. Payment is due to Contractor within 30 days of Owner's receipt of invoice.

MODIFICATIONS: No material changes or alteration in the scope of work provided above or as outlined within the Proposal shall be made unless in writing and mutually agreed to by both parties.

INDEMNITY: The Owner releases Contractor from any liability and agrees to defend, indemnify and hold Contractor harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but limited to attorney's fees and costs and court and arbitration costs, arising out of or claimed to arise out of, the performance of the services, excluding liability arising from the sole neglignence of Contractor.

ASSIGNMENT: This Agreement is non-assignable in whole or in part by the Owner.

GOVERNING LAW: This Agrement shall be governed by, construed and enforced in accordance with the laws of the State of West Virginia, without giving effect to principles of the conflicts of laws.

ATTORNEYS' FEES AND COSTS: If any party to the Agreement brings a cause of action against the other party arising from or relating to this Agreement, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

ENTIRE AGREEMENT: It is expressly understood that all terms, agreements, and conditions ar only those expressed in writing which constitutes the Agreement, and that there are no oral representation, undertakings, terms, agreements or conditions of any kind.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day of _____ 2024.

BEAR CONTRACTING, LLC:	**OWNER:**

BEAR CONTRACTING, LLC

1 Columbia Blvd, Clarksburg, WV 26301 or Post Office Box 1196, Bridgeport, WV 26330
304-326-0160- / Fax 304-326-0054
WV #028391

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Harrison County Board of Commissioners
229 S. Third Street
Clarksburg, WV 26301

and the Architect:
(Name, legal status, address and other information)

McKinley Architecture and Engineering
1324 Chapline St., STE 400
Wheeling, WV 26003

for the following Project:
(Name, location and detailed description)

Harrison County Animal Shelter
2420 Saltwell Road
Shinnston, WV 26431

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design a new single story building of approximately 8,000 square feet for the Harrison County Animal Shelter. Scope to include architectural, structural, civil, fire protection, mechanical, electrical, plumbing, sprinkler system, site fencing and a generator.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

McKinley Architectural + Engineering Team will provide "Full Service" design that will include a Facilities Assessment, Architectural, MEP, Site/Civil Engineering design, as well as Bidding and Construction Administration Services. We will coordinate with all authorities having jurisdiction for permitting and variance required for the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$4,000,000

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ms. Michelle Tonkin
Director of Special Projects
Harrison County Commission
Harrison County General Services Division
229 S. Third Street
Clarksburg, WV 26301

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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TBD and hired by the owner. The architect will solicit proposals on the Owner's behalf

.2 Civil Engineer:

To be provided by the Architect as part of the Basic Service

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Christina Schessler, AIA
Senior Architect
McKinley Architecture and Engineering
1324 Chapline St., STE 400
Wheeling, WV 26003

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD and provided by the Architect's Consultant

.2 Mechanical Engineer:

To be provided by Architect

.3 Electrical Engineer:

To be provided by Architect

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($ $1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000) each accident, one million dollars ($ 1,000,000) each employee, and two million dollars ($ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($ 1,000,000) per claim and two million dollars ($ $2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

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of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Architect
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	TBD and Mutually agreed between Architect & Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental Services listed above as being provided by the Architect will only be provided with consultation with the owner and approved in writing.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty (20) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

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Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Full value (100%) of the current phase of service based on the Owners most recent budget for the Cost of Work, as calculated in accordance with Section 11.5 and 11.6, plus all outstanding reimbursable and additional service fees.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Basic Service Fee in its entirety plus all outstanding reimbursable and additional service fees.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ **10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ **10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ **10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ **10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ **10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ **10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ **11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Standard Reimbursable Fees

§ **11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or mutually agreed by the owner and Architect

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or mutually agreed by the owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Hourly Rate Sheet

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;

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.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA B101-2017 Supplementary Conditions to Standard form of Agreement Between Owner and Architect
Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Susan Thomas, Commission President	Ernest Dellatorre, Director
(Printed name and title)	*(Printed name, title, and license number, if required)*

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State of West Virginia

Supplementary Conditions to AIA Document B101-2017
Standard Form of Agreement Between Owner and Architect

The following Supplementary Conditions modify the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2017 Edition. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect" shall be second in priority.

Third Priority – all other AIA documents including the AIA Document A201-2017 General Conditions of the Contract for Construction shall be third or lower in priority.

ARTICLE 1
INITIAL INFORMATION

§1.1.3 Section 1.1.3 is removed in its entirety.

§1.1.6.1 Section 1.1.6.1 is removed in its entirety.

§1.2 Make the following changes to Section 1.2:

In the second and third sentences, delete "shall" and substitute "may" and delete the period at the end of each sentence and add ", if applicable."

§1.3 Remove the last sentence from Section 1.3

§1.3.1 Make the following change to Section 1.3.1:

Remove the phrase "in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form" and replace it with "in this Agreement"

ARTICLE 2
ARCHITECT'S RESPONSIBILITIES

§2.1 Add the following sentences to the end of Section 2.1. Notwithstanding the foregoing, Architect is not authorized to hire other design professionals unless doing so was expressly included in the scope of this agreement, or this agreement is appropriately modified by Change Order to include the hiring of other expressly identified design professionals. The Architect shall also satisfy the requirements for the lawful practice of architecture in the State of West Virginia.

§ 2.5 Make the following changes to Section 2.5:

Delete the section in its entirety and replace it with the following: "The Architect shall maintain the insurance specified in this Agreement either below or in other documentation included herewith.

§ 2.5.7 Make the following change to Section 2.5.7

Remove § 2.5.7 in its entirety and replace it with the following: "The Owner must be listed as an additional insured on all insurance mandated by this Agreement, excluding professional liability insurance."

Add the following Sections to Article 2:

§2.6 The format and minimum standard of quality to be used by the Architect in preparing specifications for the Project shall be AIA MASTERSPEC or equal, and the Architect shall use the CSI

Masterformat numbering system, unless a different standard is approved in writing by the owner

§2.7 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall comply in the design of the Project with applicable provisions and standards of the West Virginia Building Code, the West Virginia Fire Code and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

ARTICLE 3
SCOPE OF ARCHITECT'S BASIC SERVICES

§3.1.1 Add the phrase "consult with Owner," after the word "services" in the first sentence.

§3.1.2 Make the following change to Section 3.1.2:

In the third sentence, after "shall" add "thoroughly review the services and information for completeness and sufficiency and".

§3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:

§3.1.6 The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the Project, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities.

Add the following Section to Article 3:

§3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or though Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§3.2 SCHEMATIC DESIGN PHASE SERVICES

§3.2.2 Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

§3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

§3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 Make the following change to Section 3.5.1:

In the first sentence, delete the period at the end of the sentence and add "which may include the development and implementation of a prequalification process."

§3.5.2 Make the following changes to § 3.5.2.

§3.5.2.2.1 Remove section 3.5.2.2.1 in its entirety and replace it with the following:

"§ 3.5.2.2.1 facilitating the distribution of plans and specifications (and in cases where Owner expressly authorizes it, distribution of bid documents) to prospective bidders per the Owner's instructions;"

§3.5.2.2.2 Remove section 3.5.2.2.2 in its entirety and replace it with

"§ 3.5.2.2.2 attending and assisting Owner in conducting a pre-bid conference for prospective bidders (and in cases where Owner expressly authorizes it, conduct the pre-bid conference);"

§3.5.2.2.3 Remove section 3.5.2.2.3 in its entirety and replace it with the following:

preparing responses to technical questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents that will be released to the prospective bidders in the form of addenda by the Owner (and in cases where Owner expressly authorizes it, releasing the addenda on Owner's behalf).

§3.5.2.2.4 Remove Section 3.5.2.4 in its entirety and replace it with the following:

if expressly authorized by Owner, and permitted by applicable procedure and law, organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§3.5.2.3. Remove the phrase "and distribute" and include the phrase "for distribution by Owner (and in cases where Owner expressly authorizes it, distributing the addenda on Owner's behalf)" at the end of the sentence.

§3.5.3 Negotiated Proposals. Remove Section 3.5.3 in its entirety.

§3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 Delete the last sentence in its entirety and substitute the following:

The State of West Virginia's Supplementary Conditions to the General Conditions of the Contract for Construction shall be adopted as part of the Contract Documents and shall be enforceable under this Agreement.

Add the following Section to 3.6.1:

§3.6.1.4 The Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§3.6.2 EVALUATIONS OF THE WORK

§3.6.2.1 Delete the second sentence in its entirety and substitute the following:

Although the Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, Owner representatives, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents

§ 3.6.2.2 Delete the first sentence of 3.6.2.2 in its entirety and substitute the following:

The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents.

§3.6.2.4 Delete Section 3.6.2.4 it its entirety and substitute the following:

§3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, reserves the right make final decisions on issues of consistency with intent and aesthetic effect.

§3.6.4 SUBMITTALS

§3.6.4.2 Make the following changes to Section 3.6.4.2:

Delete the first sentence in its entirety and substitute the following:

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In the second sentence, delete the words "or performance".

§3.6.4.5 Make the following change to Section 3.6.4.5:

Add ", including a submittal log," after "The Architect shall maintain a record of submittals".

§3.6.5 CHANGES IN THE WORK

§3.6.5.2 Make the following changes to Section 3.6.5.2:

Section 3.6.5.2 shall now be Section 3.6.5.3. Section 3.6.5.2 shall read as follows:

§3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.3 Add the following to the end of Section 3.6.5.3:

Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

.1 confirm proposed change is a material change to the Contract;

.2 confirm appropriate credits are included for Work not completed;

.3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and

.4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

ARTICLE 4
ADDITIONAL SERVICES

§4.2 Architect's Additional Services

§4.2.1 Make the following changes to Section 4.2.1:

.6 Before the semicolon insert ", provided such alternate bids or proposals are not being used for budget control"

.9 Delete this provision in its entirety and replace it with "assist owner with owner's evaluation of the qualifications of entities providing bids or proposals.

§4.2.2 Make the following changes to Section 4.2.2:

.3 After the last sentence in the first paragraph, insert the following:

This provision only applies to the extent that such services required or requested from the Architect represent a material change in the services that are already required of the Architect for completion of the Project"

.4 Before the semicolon insert ", provided such claims are not the result of the Architect's action, inaction, errors, or omissions"

ARTICLE 5
OWNER'S RESPONSIBILITIES

§5.2 Make the following change to Section 5.2:

In the first sentence, after "The Owner" add ", with Architect's assistance,"

Add the following Section to Article 5:

§5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§5.5 Make the following changes to Section 5.5:

In the first sentence, delete "shall" and substitute "may".

Add the following sentence at the end of Section 5.5:

The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§5.8 Make the following change to Section 5.8:

In the third sentence, delete "shall" and substitute "may".

§5.9 Make the following change to Section 5.9:

At the beginning of this sentence, insert "Unless otherwise provided in this Agreement,"

§5.11 Add the following sentence to the beginning of Section 5.11:

The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect.

§ 5.15 Remove § 5.15 in its entirety.

ARTICLE 6
COST OF WORK

§ 6.1 Delete the phrase "and shall include contractors' general conditions costs, overhead and profit" from Section 6.1. Delete the second sentence of Section 6.1 in its entirety and replace it with the following:

"In the event that Owner plans to utilize its own resources (labor, machinery, or materials) for part of the project, Owner and Architect must discuss the impact of that choice on the design and Cost of the Work prior to executing this Agreement. If Owner and Architect agree that such amounts will be included in the Cost of the Work, then that cost will be determined in advance and incorporated into this Agreement. Failure to do so will result in such costs being excluded from the Cost of the Work."

§6.3 Delete Section 6.3 in its entirety and substitute the following:

§6.3 In preparing estimates for the cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and in consultation with the Owner, to determine what materials, equipment, component systems and types of construction to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimate of Cost of the Work to meet the Owner's adjusted budget. If an increase in the Contract Sum occurring after execution of the Contract for Construction caused the Project budget to be exceeded, the Project budget shall be increased accordingly.

§ 6.5 Remove the phrase "shall cooperate with the Architect in making such adjustments" and replace with "may cooperate with Architect in making such adjustments, at its sole discretion."

§6.6.2 After the word "renegotiating" insert "(renegotiation being limited ot instances where Owner is legally authorized to renegotiate)"

§6.7 Delete Section 6.7 in its entirety and substitute the following:

§6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

ARTICLE 7
COPYRIGHTS AND LICENSES

§7.3 Make the following changes to Section 7.3:

In the first sentence, insert "irrevocable, royalty-free, right and" after the word "nonexclusive" and delete the words "solely and exclusively".

Delete the last sentence of Section 7.3 and substitute the following:

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:

a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
b. Any future renovation, addition, or alteration to the Project; and
c. Any future maintenance or operations issue as it pertains to the Project.

Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§7.3.1 Delete the second sentence of Section 7.3.1.

ARTICLE 8
CLAIMS AND DISPUTES

§8.1 GENERAL

§8.1.1 Delete Section 8.1.1 in its entirety and substitute the following:

§8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued

and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of the West Virginia Code.

§8.1.3 Make the following change to Section 8.1.3:

At the beginning of the first sentence, insert "Unless otherwise agreed by the Parties,"

Add the following Section to Article 8.1:

§8.1.4 The Owner may suffer financial loss if the Architect's services are not completed within the schedule approved by the Owner in accordance with Section 3.1.3. If so provided, the Architect shall be liable for and shall pay the Owner, as liquidated damages and not as a penalty, any sum(s) stated in this Agreement.

Allowances may be made for delays beyond the control of the Architect. All delays and adjustments to the Architect's schedule must be properly documented and approved by the Owner in accordance with Section 3.1.3.

§8.2 MEDIATION

§8.2 Make the following changes to Section 8.2:

§8.2.1 In both instances where it appears, delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§8.2.2 Delete this Section in its entirety and substitute the following:

The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 8.2.3 Add to the end of the first sentence in Section 8.2.3. the phrase

"unless fee sharing is prohibited due to a lack of a specific Legislative appropriation for the expenses. In the event that Owner determines that fee sharing is prohibited, the Architect may choose to mediate and pay the entire fee, or the parties will forgo mediation and pursue other available remedies."

§8.2.4 Delete this Section in its entirety and substitute the following:

If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of litigation shall be in accordance with Section 8.3.

§8.3 ARBITRATION

§8.3 Delete Section 8.3 in its entirety and substitute the following:

§8.3 SETTLEMENT OF CLAIMS

§8.3.1 The Parties understand that this sovereign immunity and the Constitution of the State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document B101-2017 or another related document are hereby deleted

§8.3.2 Any claim, dispute or other matter in question arising out of this Agreement which cannot be settled between the parties shall, in the case of the Architect, be submitted to the West Virginia Claims Commission, and in the case of the Owner, to the Circuit Court of Kanawha County or any other court of competent jurisdiction as the Owner may elect.

ARTICLE 9
TERMINATION OR SUSPENSION

§9.1 Make the following changes to Section 9.1:

In the first sentence, after "If the Owner fails to make payments to the Architect" add "of undisputed amounts". In the third sentence, after "In the event of a suspension of services," add "in accordance herewith". In the fourth sentence, after "Before resuming services, the Architect shall be paid all sums due prior to suspension and" add "shall negotiate with the Owner for".

§9.2 Make the following changes to Section 9.2:

In the first sentence, after "If the Owner suspends the Project" add "for more than 30 consecutive days".

Delete the last two sentences in Section 9.2 and substitute the following:

When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§9.6 Make the following changes to Section 9.6:

Delete "costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements".

§9.7 Delete Section 9.7 in its entirety and substitute the following:

§9.7 Service performed under this Agreement may be continued in succeeding fiscal years for the term of the Agreement contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After such date the Agreement becomes null and void.

Add the following Section to Article 9:

§9.10 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire in accordance with applicable practice laws contained in Chapter 30, Article 12 of the West Virginia Code, or elsewhere. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

ARTICLE 10
MISCELLANEOUS PROVISIONS

§ 10.1 Make the following changes to Section 10.1:

Remove the last sentence referencing arbitration in it's entirety.

§10.2 Make the following changes to Section 10.2:

At the end of the sentence, delete the period and add ", as modified by the State of West Virginia Supplementary Conditions to the AIA Document A201-2017, General Conditions of the Contract for Construction."

§10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

§10.6 Add the following sentence to the end of Section 10.6:

The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§10.8.1 Remove the phrases "after 7 days' notice to the other party," and "arbitrator's order" from Section 10.8.1.

ARTICLE 11

COMPENSATION

§11.4 Make the following changes to Section 11.4:

After the word "shall", insert "not exceed a multiple of 1.15 times the amount billed to the Architect for such Additional Services" and delete the rest of that sentence.

§11.6.1 Delete the last sentence of Section 11.6.1 in its entirety.

§11.7 Delete Section 11.7 in its entirety and substitute the following:

§11.7 The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

§11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§11.8.1 Delete Sections 11.8.1.4 and 11.8.1.5 in their entirety and substitute the following:

§11.8.1.4 The expense of reproductions, postage and handling of bidding documents shall be a Reimbursable Expense, however, the expense of reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service for the Owner's use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect's Compensation under §11.1.

§11.8.2 Delete Section 11.8.2 in its entirety and substitute the following:

§11.8.2 For Reimbursable Expenses described in Section 11.8.1.1, compensation to the Architect shall be at actual cost and shall be made pursuant to the Owner's travel regulations. For those expenses described in Sections 11.8.1.2 through 11.8.1.11, the compensation shall be computed as a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants.

§11.9 Architect's Insurance

§11.9 Delete Section 11.9 in its entirety.

§11.10 PAYMENTS TO THE ARCHITECT

§11.10.1 Delete Section 11.10.1 in its entirety.

§11.10.2 Delete Section 11.10.2 in its entirety and substitute the following:

§11.10.2 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice by the Owner.

§11.10.2.2 Delete Section 11.10.2.2 in its entirety.

ARTICLE 13
SCOPE OF THE AGREEMENT

Add the following Section to 13.2:

§13.2.4 State of West Virginia Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect; Other documents included by the Owner in the solicitation requesting expressions of interest, and the contract award to Architect.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT B101-2017

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Architect have entered into this Agreement as of the date and year as written below.

Owner:		Architect:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

This Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, has been approved as to form on this 10th day of October, 2018, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: _____
DEPUTY ATTORNEY GENERAL

McKINLEY
ARCHITECTURE + ENGINEERING

RATE SCHEDULE

JOB CLASSIFICATION	BASIC HOURLY RATE
Principal	$210/Hour
Senior Architect/Engineer	$155/Hour
Architect/Engineer	$145/Hour
Landscape Architect	$145/Hour
Intern Architect/Engineer	$110/Hour
Contract Administrator	$105/Hour
Senior Designer	$95/Hour
Designer	$75/Hour
Senior Interior Designer	$85/Hour
Site Assessment	$140/Hour
Senior Drafting	$75/Hour
Drafting	$70/Hour
Estimator	$125/Hour
Specification Writer	$120/Hour
Technician	$85/Hour
Clerical	$65/Hour
Deposition and/or Adjudication Appearance*	$600/First Hour
Architect and/or Engineer*	$200/Each Add'l Hour
Principal*	$300/Each Add'l Hour
Consultants	Cost + 15%

Reimbursable Expenses incurred in connection with the Project include costs of electronic documents and the time associated with their production and distribution; photo reproduction of documents; purchasing of project-related references, publications & licenses; travel; and other project-related expenses.

*At Mediation, Arbitration, Litigation or other dispute resolution proceeding

The Maxwell Centre - Suite 100 / Thirty-Two Twentieth Street / Wheeling, West Virginia 26003
Phone 304-233-0140 / Fax 304-233-4613 / www.McKinleyDelivers.com

Elected Officials Approval
Pursuant to Section 147(f) of the
Internal Revenue Code of 1986, as amended

I, _____, President, of the Harrison County Commission, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), hereby states that the actions taken by the Mount Clare Volunteer Fire Department, Inc. to enter into a lease-purchase agreement in an aggregate principal amount not to exceed $63,000.00 in order to refinance One (1) 2005 International E-One fire apparatus has been accomplished according to said requirements of the Code. Said equipment will be located at the Department's headquarters at 19 Matheny Hollow Road, Mount Clare, West Virginia 26408.

This approval is given following a public hearing held at 6:30 p.m. on Monday, August 12, 2024 at the fire department's headquarters at 19 Matheny Hollow Road, Mount Clare, West Virginia 26408 and is solely for the purpose of satisfying the requirements of Section 147(f) of the Code. **By the grant and execution of this approval, the undersigned authority does not become obligated for the financial obligations of the volunteer fire department.**

IN WITNESS WHEREOF, I hereto set my hand this _____ day of August, 2024.

HARRISON COUNTY COMMISSION

Name:_____
President

NOTICE OF PUBLIC HEARING
ON THE PROPOSED FINANCING
OF EQUIPMENT BY THE MOUNT CLARE VOLUNTEER
FIRE DEPARTMENT, INC.

Notice is hereby given that the Mount Clare Volunteer Fire Department, Inc. (the "Issuer") will allow for public comment on Monday, August 12, 2024 @ 6:30pm, via the following local phone number, 304-623-9625 and/meet at their headquarters for the purpose of holding a public hearing pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, on a proposal that the Issuer enter into a lease-purchase agreement in order to finance One (1) 2005 International 4400 DR570 fire apparatus. Said equipment is to be located on 19 Matheny Hollow Road, Mount Clare, West Virginia 26408.

To finance the costs of the equipment and to pay costs and expenses incidental to the financing, the Issuer proposes to enter into a lease-purchase agreement in the maximum aggregate principal amount not to exceed $63,000.00. The Issuer will be required to pay all expenses of operating, maintaining and insuring the equipment. The rental payments due pursuant to the lease-purchase agreement will be secured by a security interest in the equipment.

All persons interested may appear and be heard at said time and place or may file written comments with the Fire Chief of the Issuer prior to the date of the hearing set forth hereinabove.

By the Order of the Mount Clare Volunteer Fire Department, Inc.

Attest: Dan McNemar, Fire Chief

Google Calendar - August 2024 | (3) Facebook | how do i screenshot on windo | 26 CFR § 1.147(f)-1 - Public app
facebook.com/MtClareVolunteerFireDept
Bookmarks | Facebook | Referral Form | Google | WesBanco Inc. | Pandora Radio - List... | West Virginia State... | USA Mail- Outlook | Home | westunionbank - H... | The Exponent Teleg... | All Bookmarks
Search Facebook

Mt Clare Volunteer Fire Department

Page · Nonprofit organization

19 Matheny Hollow Road (P.O. Box 225)

mtclarevfd@gmail.com

Not yet rated (0 Reviews)

Photos

See all photos



Mt Clare Volunteer Fire Department
3d ·

NOTICE OF PUBLIC HEARING
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OF EQUIPMENT BY THE MOUNT CLARE VOLUNTEER
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All persons interested may appear and be heard at said time and place or may file written comments with the Fire Chief of the Issuer prior to the date of the hearing set forth hereinabove.

By the Order of the Mount Clare Volunteer Fire Department, Inc.

Attest: Dan McNemar, Fire Chief

81°F Partly sunny
Search
11:39 AM 8/2/2024

Jim Justice
Governor of West Virginia

August 14, 2024

Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Re: All County Fire Protection Funding

Commissioners:

During the most recent Regular Session, we passed HB 5128, which I proudly signed into law. This legislation sets aside $3,000,000 to the All County Fire Protection Fund and is a huge win for our courageous firefighters.

These funds are to be distributed in relative proportion to each county's population as a percentage of the entire state's population. This percentage is then used to allocate the county's portion of the $3,000,000 fund.

I am pleased to announce the first allocation of these funds for 2024. Your county should be receiving $109,553.23 as part of the All County Fire Protection Fund distribution.

The legislation requires my office to distribute these funds directly to County Commissions. County Commissions are further required to distribute these funds to fire departments in those counties for the exclusive benefit of fire protection or emergency services in the county.

A second allocation of funds will be distributed in the near future to counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services.

Sincerely,

Jim Justice
Governor

A1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, August 7, 2024, through Tuesday, August 13, 2024

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Wednesday, August 7, 2024, the following matters were disposed of in the presence of the Clerk:

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

DEBRA ELAINE NELSON, who was named in the last will and testament of **DAVID LEE CROSS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **SELBY A HIGHLAND JR**, deceased, late a resident of MINERAL, WEST VIRGINIA, was admitted to record.

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

The said estate of **DOLORES LEE BRADLEY**, deceased was referred to **NORMAN T FARLEY**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

JAMES K TERANGO, who was named in the last will and testament of **MICHAEL A TERANGO**, deceased, as EXECUTOR 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, **DEBORAH SOUTHERN** was appointed and qualified as ADMINISTRATRIX of the estate of **JACK LEE FURY**, deceased. Bond was 24,000.00.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **DEBORAH SOUTHERN** was appointed and qualified as ADMINISTRATRIX of the estate of **MARGARET JEAN FURY**, deceased. Bond was 24,000.00.

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

HAROLD ROSS SWIGER JR, who was named in the last will and testament of **OCTAVISA SWIGER**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **MARLENE E SAYERS**, deceased, late a resident of BROOKE, WEST VIRGINIA, was admitted to record.

A duly exemplified copy of the last will and testament of **ALFRED R NUTTER**, deceased, late a resident of PINELLAS, FLORIDA, was admitted to record.

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

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **SHEILA RENAE REED** was appointed and qualified as ADMINISTRATOR of the estate of **JOSEPH LAWRENCE REED**, deceased. Bond was 10,000.00.

The said estate of **BARBARA JANE PALMER**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

A duly exemplified copy of the last will and testament of **STEPHANIE F GARRETT**, deceased, late a resident of CARTERET, NORTH CAROLINA, was admitted to record.

A duly certified copy of the last will and testament of **JAMES HARRY GASTON**, deceased, late a resident of MONONGALIA, WEST VIRGINIA, was admitted to record.

On, Monday, August 12, 2024, the following matters were disposed of in the presence of the Clerk:

The said estate of **MARY LUCILLE REEL**, deceased was referred to **ROBERT L GREER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

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

MARGARET L MOORE who was named in the last will and testament of **TERRY DAVID MOORE**, deceased, as SUCCESSOR thereof, qualified as such. No bond was required.

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

A duly exemplified copy of the last will and testament of **CHARLES K GOLDSMITH**, deceased, late a resident of CORSON, SOUTH DAKOTA, was admitted to record.

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

MARK ALLEN CLUTTER, who was named in the last will and testament of **CHARLES KENNETH CLUTTER**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

C1

HARRISON/TAYLOR 911 ADVISORY BOARD
AGENDA
08/20/2024

Call to order:
Previous Minutes: Approve the minutes from the July Meeting
Introduction/ special guests:

***OLD BUSINESS:**

***CAD**

***TRAINING**
APCO and NENA classes

***STAFFING**
Hiring, Indeed platform

***MAPPING**

NEW BUSINESS:

GOOD OF THE ORDER:

NEXT MEETING:
Pending 09/17/2024

ADJOURN:

C2

HARRISON/TAYLOR 911 ADVISORY BOARD
MEETING MINUTES
07/16/2024

Call to order: 14:02

Previous Minutes: Motion to approve the June Meeting Minutes. Motion approved by Robert Matheny, Seconded by Orville Wright.

Introduction/Special Guests: None

OLD BUSINESS: July 31 the CAD System will get its current upgrade. Dispatch will work offline. All agencies notified of update from 10am to 2pm, tentatively.

***CAD:**
Unified Cad to Cad, Marion, Mon, and reaching out to Upshur and Barbour 911. Its a shared Cad System view.

Migration of all agencies VPN's to the new Firewall.

Training:
WVNCC APCO Classes: Telecommunicators scheduled for classes in August, September and October.

Upcoming NENA Classes scheduled at the Harrison/Taylor 911 Center: July 25. And Mid September.

NENA Conference in Florida was attended by three Telecommunicators. All three received Scholarships, two Women in 911.

Chris Cutright will be attending the International APCO Conference in Florida. Chris is a current board member or the organization.

Megan Rowand has become a Trainer in the area of Crisis Intervention Training. She will be training staff as well as teaching.

STAFFING:

2 currently in training, on off for maternity leave, one resignation

Sheriff Matheny, inquired about promotions, and the extended timeframe. Paul Bump responded, "It's uptown".

MAPPING:

Working on Data with neighboring Counties

NEW BUSINESS:

Power failure of the second floor, after outage. Must have the second-floor transfer switch ON to complete the entire building. This includes spots on floor one.

Frontier Outage and not all internet web access services functioned properly through CityNet.

Grafton EMS, Process of moving all EMS cad service to a mobile data card.

GOOD OF THE ORDER:

Question Posed the status of the National Standard of 911 Hang Up Calls, and Pursuit policy that was to be presented for the County Attorney to review.

National Night Out, August 06,2024. 911 will be set up in person at several sites. Cell Phone Sally will move from site to site.

Antero Drill August 08, 2024

NEXT MEETING:

September 17,2024/Tentative

ADJOURN:

Motion to adjourn was made by Sheriff Matheny, seconded by Susan Thomas. Meeting adjourned 14:43.

C3

Greater Harrison County
Public Service District

West
26451

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

www.greaterharrison.com

At the regular meeting of Greater Harrison County PSD held on Thursday July 18, 2024, Chairman James Scudere, Treasurer Ruth Ann Messenger, Secretary Raymond Leonard, Member Thomas Michael and Member Gary Auvil. Also present were Matt Evans, Assistant Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff of Thrasher Engineering, Sam Harold of Mountain State Law and Michael Crim of Crim Law.

1. Minutes and/or Amended Minutes of Previous Meetings: Michael moved to approve minutes. Board concurred.
2. Sam Harold – Mountain State Law requested Executive Session. Leonard moved to go into executive session. Board concurred.
3. Public Comment Period: No one present
4. Sam Castellana – Northwestern Mutual
   4.1 Presented information gathered by employees and advantages with Northwestern Mutual as being agent of record. Michael motioned that the board change the agent of record to Northwestern Mutual. Board concurred.
5. Patrick Lesmann – P&B Services provided by Matt Evans
   General update –All are operating well.
6. Zack Dobbins – Bennett and Dobbins
   6.1 Drawdown for Quiet Dell draw #10 presented. Leonard moved to approve as presented. Board concurred.
7. Finance Report provided by Ruth Ann Messenger
   Scudere moved to approve financial transactions. Board concurred.
   Zack provided detail on expenses. Zack also expressed concern and details on upcoming meeting for rate increase.
8. Thrasher Group, Inc.
   8.1 Sewer
      8.1.a Phase II
         - Getting USDA, the information they need.
      8.1.b Quiet Dell
         - Acquired 119 right-of-ways. Mailed out 15 letters hoping to get settled. One property in bankruptcy. Concerns were addressed with right-of-way agent.
      8.1.c Woodstock Heights Sanitary Sewer Extension Project
         - Preconstruction conference held on July 11th, ProContracting is the contractor on this project. Should be onsite by August 1st.
      8.1.d River Crossings
         - Nothing new to present. Geotechnical reports received.
      8.1.e 10-year Plan
         - Nothing new to report.
   8.2 Water
      8.2.a Overall Water Project
         - Working with DOH on final clearance. Technical issues with new DOH online portal. Biggest concern is Brushy Fork tank due to recent death of property owner. Tom Chickerell will work with Morgan on Coon's Run right-of-ways.
      8.2.b Buffalo Lake Road Water Line Extension
         - Nothing new at this time. No information from DEP
      8.2.c 10-year Plan Water

- Nothing new presented.

9. Bill Hoover – General Manager

9.1 Water

9.1.a Overall 23%. Lost Creek Mount Clare at 35% which is down 1%. Valley of Good Hope at 14%. Quiet Dell at 16%. Coon's Run at 24% and Fair Oaks at 13%.

9.1.b Water Leak Report – With American Leak Detection we located 11 service line leaks and 2 main line leaks. Valley of Good Hope 1 main line leak. Quite Dell 1 main line leak.

9.1.c With the leak detection ongoing we will incur some overtime this month. Coon's Run System we are getting our own reading off master meter which provides more accurate volume.

9.2 Sewer

9.2.a General Update – Quote for Aerial crossing revised at plant cost has increased.

9.3 Good of the District

9.3.a Opening bid for 2002 Chevy – won by Kevin Cross at $2,675.00. Michael motioned to approve/accept bid. Board concurred.

The next meeting will be held on August 15, 2024.

Michael moved to adjourn meeting. Board concurred.

Chairman _____
James Scudere

Treasurer _____
Ruth Ann Messenger

Secretary _____
Mark Leonard

Member _____
Thomas Michael

Member _____
Gary Auvil

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

C4

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

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	208,931.55	203,958.33	4,973.22	95.38%
COONS RUN O&M AGREEMENT	4,062.83	3,850.00	212.83	1.85%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	33.37	83.33	(49.96)	0.02%
MISCELLANEOUS/RECONNECT FEES	2,725.00	-	2,725.00	1.24%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.68%
TAP FEES	1,800.00	-	1,800.00	0.82%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	219,052.75	208,391.67	10,661.08	
EXPENSES				
ACCT, BILLING, & COLLECTING	5,991.89	6,350.00	(358.11)	2.52%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	325.00	58.33	266.67	0.14%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	24,610.85	24,610.83	0.02	10.34%
DIRECTORS FEES	920.24	533.33	386.91	0.39%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	9,559.09	7,050.00	2,509.09	4.02%
LAB SERVICE	276.00	1,058.33	(782.33)	0.12%
LABOR	43,814.60	30,091.67	13,722.93	18.41%
MAINTENANCE	18,076.72	15,108.33	2,968.39	7.59%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	454.04	141.67	312.37	0.19%
OUTSIDE SERVICES/CONTRACT LABOR	4,651.00	4,233.33	417.67	1.95%
POWER PURCHASED	3,835.86	3,941.67	(105.81)	1.61%
PROPERTY/LIABILITY & INJURIES INSURANCE	6,585.35	2,366.67	4,218.68	2.77%
REGULATORY COMMISSION	6,107.98	875.00	5,232.98	2.57%
RENEWAL & REPLACEMENT	10,525.00	5,541.67	4,983.33	4.42%
RENT EXPENSE	2,500.00	2,500.00	-	1.05%
TAXES	3,696.52	2,341.67	1,354.85	1.55%
TRANSPORTATION	1,919.23	2,791.67	(872.44)	0.81%
UTILITIES	1,727.67	816.67	911.00	0.73%
WATER PURCHASED	92,457.94	87,485.00	4,972.94	38.84%
TOTAL EXPENSES	238,034.98	197,895.83	40,139.15	
NET SURPLUS (DEFICIT)	(18,982.23)	10,495.83	(29,478.06)	

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

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	227,303.11	230,791.67	(3,488.56)	94.42%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	2,500.00	2,500.00	-	1.04%
INTEREST INCOME	2,115.78	83.33	2,032.45	0.88%
MISCELLANEOUS/RECONNECT FEES	-	-	-	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	200.00	-	200.00	0.08%
UNUSUAL CHARGE	8,616.28	7,483.33	1,132.95	3.58%
TOTAL INCOME	240,735.17	240,858.33	(123.16)	
EXPENSES				
ACCT, BILLING, & COLLECTING	2,794.30	1,800.00	994.30	1.27%
BRIDGEPORT SANITARY BOARD	-	8,858.33	(8,858.33)	0.00%
TOWN OF WORTHINGTON		3,150.00	(3,150.00)	0.00%
CHEMICALS	-	1,791.67	(1,791.67)	0.00%
CLARKSBURG SANITARY BOARD	2,529.09	4,125.00	(1,595.91)	1.15%
DEBT SERVICE	112,379.86	112,379.83	0.03	50.89%
DIRECTORS FEES	829.76	533.33	296.43	0.38%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	5,281.93	7,408.33	(2,126.40)	2.39%
LAB SERVICE	961.50	916.67	44.83	0.44%
LABOR	13,554.94	26,741.67	(13,186.73)	6.14%
MAINTENANCE	20,594.59	15,450.00	5,144.59	9.33%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	2,587.61	1,891.67	695.94	1.17%
OUTSIDE SERVICES/CONTRACT LABOR	12,619.98	14,833.33	(2,213.35)	5.72%
POWER PURCHASED	13,699.03	14,850.00	(1,150.97)	6.20%
PROPERTY/LIABILITY & INJURIES INSURANCE	5,937.90	2,466.67	3,471.23	2.69%
REGULATORY COMMISSION	7,582.18	825.00	6,757.18	3.43%
RENEWAL & REPLACEMENT	14,171.18	8,766.67	5,404.51	6.42%
RENT EXPENSE	-	-	-	0.00%
TAXES	511.47	2,083.33	(1,571.86)	0.23%
TRANSPORTATION	1,730.54	2,500.00	(769.46)	0.78%
UTILITIES	3,041.72	1,841.67	1,200.05	1.38%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	220,807.58	233,213.17	(12,405.59)	
NET SURPLUS (DEFICIT)	19,927.59	7,645.17	12,282.42	

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

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	436,234.66	434,750.00	1,484.66	94.88%
COONS RUN O&M AGREEMENT	4,062.83	3,850.00	212.83	0.88%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.54%
INTEREST INCOME	2,149.15	166.67	1,982.48	0.47%
MISCELLANEOUS/RECONNECT FEES	2,725.00	-	2,725.00	0.59%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.33%
TAP FEES	2,000.00	-	2,000.00	0.43%
UNUSUAL CHARGE	8,616.28	7,483.33	1,132.95	1.87%
TOTAL INCOME	459,787.92	449,250.00	10,537.92	
EXPENSES				
ACCT, BILLING, & COLLECTING	8,786.19	8,150.00	636.19	1.91%
BRIDGEPORT SANITARY BOARD	-	8,858.33	(8,858.33)	0.00%
TOWN OF WORTHINGTON	-	3,150.00	(3,150.00)	0.00%
CHEMICALS	325.00	1,850.00	(1,525.00)	0.07%
CLARKSBURG SANITARY BOARD	2,529.09	4,125.00	(1,595.91)	0.55%
DEBT SERVICE	136,990.71	136,990.67	0.04	29.86%
DIRECTORS FEES	1,750.00	1,066.67	683.33	0.38%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	14,841.02	14,458.33	382.69	3.23%
LAB SERVICE	1,237.50	1,975.00	(737.50)	0.27%
LABOR	57,369.54	56,833.33	536.21	12.50%
MAINTENANCE	38,671.31	30,558.33	8,112.98	8.43%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	3,041.65	2,033.33	1,008.32	0.66%
OUTSIDE SERVICES/CONTRACT LABOR	17,270.98	19,066.67	(1,795.69)	3.76%
POWER PURCHASED	17,534.89	18,791.67	(1,256.78)	3.82%
PROPERTY/LIABILITY & INJURIES INSURANCE	12,523.25	4,833.33	7,689.92	2.73%
REGULATORY COMMISSION	13,690.16	1,700.00	11,990.16	2.98%
RENEWAL & REPLACEMENT	24,696.18	14,308.33	10,387.85	5.38%
RENT EXPENSE	2,500.00	2,500.00	-	0.54%
TAXES	4,207.99	4,425.00	(217.01)	0.92%
TRANSPORTATION	3,649.77	5,291.67	(1,641.90)	0.80%
UTILITIES	4,769.39	2,658.33	2,111.06	1.04%
WATER PURCHASED	92,457.94	87,485.00	4,972.94	20.15%
TOTAL EXPENSES	458,842.56	431,109.00	27,733.56	
NET SURPLUS (DEFICIT)	945.36	18,141.00	(17,195.64)	

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	(18,982.23)
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	(474.04)
Accounts Payable	$	(6,139.45)
Customer Deposits	$	1,278.94
Due (From) To Sewer Fund	$	(183.16)
Net cash provided by Operating Activities	$	(24,499.94)
INVESTING ACTIVITIES		
Fixed Assets Projects	$	-
Interest Income	$	-
Net cash provided by Investing Activities	$	-
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants	$	-
Net cash provided by Financing Activities	$	-
Net cash increase (decrease)for period	$	(24,499.94)
Cash at beginning of period	$	1,332,178.52
Cash at end of period	**$**	**1,307,678.58**
Unrestricted Cash	$	628,430.92
Restricted Cash		
Depreciation Reserve	$	115,663.43
Bond Commission Sweep	$	26,503.00
Construction	$	45.00
ARPA	$	100.00
SB 234	$	90,000.00
Customer Deposits	$	45,087.18
CD-Customer Deposits	$	63,109.95
CD-Depreciation Reserve	$	259,874.55
CD-SB 234	$	78,864.55
Total Restricted Cash	$	679,247.66
Total Unrestricted & Restricted Cash	**$**	**1,307,678.58**
	$	-

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

OPERATING ACTIVITIES		
Net Income (Loss)	$	19,927.59
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	(47,403.35)
Customer Deposits	$	3,447.16
Payroll Liabilities	$	(18,563.10)
Due (From) To Water Fund	$	183.16
Net cash provided by Operating Activities	$	(42,408.54)
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	(252,266.05)
Net cash provided by Investing Activities	$	(252,266.05)
FINANCING ACTIVITIES		
	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	286,247.50
Net cash provided by Financing Activities	$	285,398.61
Net cash increase (decrease) for period	$	(9,275.98)
Cash at beginning of period	$	2,613,638.63
Cash at end of period	**$**	**2,604,362.65**
Unrestricted Cash	$	895,737.22
Restricted Cash		
Construction Account	$	1,877.52
Depreciation Reserve	$	613,838.96
Rural Development Reserve	$	290.51
Bond Commission Sweep	$	74,269.62
ARPA	$	100.00
SB 234	$	90,000.00
Customer Deposits	$	90,596.40
CD-Customer Deposits	$	105,152.74
CD-Depreciation Reserve	$	627,402.52
CD-Rural Development Reserve	$	26,232.61
CD-SB 234	$	78,864.55
Total Restricted Cash	$	1,708,625.43
Total Unrestricted & Restricted Cash	**$**	**2,604,362.65**
	$	-

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GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
August 15, 2024
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. P&B Services, LLC
   - 3.1 Package Plant Report
4. Bennett and Dobbins, PLLC
   - 4.1 Drawdowns – Review, discuss and act.
   - 4.2 WV State Investment Resolution
   - 4.3 WV State Investment Opening of new accounts
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   - 5.1 Sewer Check Register and debit card transactions
   - 5.2 Water Check Register
6. The Thrasher Group, Inc.
   - 6.1 Sewer
     - 6.1.a. Phase II – Review, discuss and act
       - Change Order Proposal
       - Contract #3 – Change Order #9
     - 6.1.b. Quiet Dell – Review, discuss and act
       - Project Design Update
     - 6.1.c. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
       - Construction Update
     - 6.1.d. River Crossings – Review, discuss and act
       - Project Update
     - 6.1.e. 10-year Plan – Review, discuss and act
       - 2025 Review
   - 7.2 Water
     - 7.2.a. Overall Water Project – Review, discuss and act
       - Project Update
     - 7.2.b. Buffalo Lake Road Water Line Extension
       - Planning Update
     - 7.2.c. 10-year Plan – Review, discuss and act
       - 2025 Review
8. Bill Hoover – General Manager
   - 8.1 Water

8.1.a. Water Loss Report
8.1.b. Water Leak Report
8.1.c. General Updates
8.2 Sewer
8.2.a. General Updates
8.3 Good of the District
8.3.a. General Update
9. Sam Harold – Mountain State Law
9.1 Available for general consult
10. Executive Session

Adjournment of meeting

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

Sun Valley Public Service District

Regular Board Meeting

Tuesday, July 9, 2024

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

Present	Employees	Also Present
Gregg Dale	Kevin Short	Clay Riley
Connor Thompson		

1. **Approval of Minutes**
   Connor Thompson made a motion to approve the minutes from the Regular Board meeting on Tuesday, June 11, 2024, as read. Gregg Dale seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Connor Thompson made a motion to approve the Check Signed Document dated 6/17/24 through 7/9/24. Gregg Dale seconded the motion. All in favor, none opposed and none abstained.

3. **Phase III "A" Sewer Project**
   Clay Riley informed the Board that the Phase III "A" Sewer Project was advertised in last Friday's newspaper authorization to go out to bid. Clay said it is advertised for pre bid and scheduled for 7/18/24 and with a bid opening of August 8, 2024. Kevin and the Board discussed this in detail.

4. **Phase III "B" Sewer Project**
   Clay informed the Board that the biggest thing right now is the ROW's. He said that we have 34 out of 58 row's, which puts us approximately 60 percent completed. Morgan has been working diligently to get them done.

5. **Manager's Report**

A. Kevin informed the Board that in our tariff, we have a $100.00 pre-construction tap fee for sewer in our Phase III "B" Sewer Project. Kevin said, he would like for us to waive the tap fee and the reason being, we have 61 ROW's that we are trying to get and the first thing people are asking is how much will the tap fee be. After we get our 80% ROW'S, Dave Glover will have to petition the PSC to waive the $100.00 pre-construction tap fees that may be in our new Sewer Tariff's. After much discussion, **Connor Thompson made a motion to waive the pre-construction sewer tap fee for $100.00 for the Phase III "B" Sewer Project. Gregg Dale seconded the motion. All in favor, none opposed and none abstained.**

B. Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on June 27, 2024 and discussed.

C. Kevin provided the Board with a copy of the Water Loss Report for July 2023 through June 2024, with a water loss of 14.55% for the month of June, 2024, with the adjusted water loss for FY 2023-2024 being 20.98%. Kevin and the Board discussed this in detail.

D. Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that

is outstanding as of 6/30/24 and discussed.

E. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Water to Water Working Capital Reserve Savings Account for FY 2023-2024 and discussed in detail.

F. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Sewer to Sewer Working Capital Reserve Savings Account for FY 2023-2024 and discussed in detail.

G. Kevin provided the Board with a copy of the Water and Sewer spreadsheets that show the total amount billed compared to the total amount purchased for the month of June, 2024 and discussed.

H. Kevin provided the Board with a copy of the July, 2024 calendar and discussed.

6. **Next Board Meeting**
   Connor Thompson announced that the next Board meeting would be August 13, 2024.

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

Chairman

Treasurer

Secretary

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

** OPEN INVOICES ** DUE DATE: 7/31/24 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 7/31/24 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 928 000 00	REGULATORY COMMISSION EXPENSE	1	3,645.78	1	3,645.78
	FUND# 80	WATER FUND	1	3,645.78	1	3,645.78
B	81 703 000 00	SUPPLIES & EXPENSES	1	2,962.50	1	2,962.50
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	22	28,430.72	22	28,430.72
B	81 797 000 00	REGULATORY COMMISSION EXPENSES	1	1,562.48	1	1,562.48
	FUND# 81	SEWER FUND	24	32,955.70	24	32,955.70
		ALL FUNDS	25	36,601.48	25	36,601.48

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TIME TO EXPLORE

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Thank You

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Thank you for letting us use the picture & bust of John W. Davis. The event was a tremendous success. Over 150 people supported the program.

Marsha Vigliarco
Clarksburg History Museum