Harrison County Commission Meeting
Wednesday, November 13, 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. --- Nuisance Property – Scott Burnside – Bridgeport, Old Car Wash
10:10 A.M. --- Special Funding Request for the Shinnston Turkey Trot 5K requesting $1,500 for their race that takes place on Thanksgiving Day

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Stephen Hunter Maul – Maintenance – Resignation – Effective November 16, 2024
   - **B.** Marra E. Menendez – Prosecuting Attorney – New Hire, Part-time Intern – Effective November 13, 2024
   - **C.** John Madia – Prosecuting Attorney – Retirement – Effective November 15, 2024
   - **D.** John Madia – Prosecuting Attorney – Re-hire, Temporary Part-time – Effective November 18, 2024
   - **E.** Ron William – Security – Resignation – Effective November 8, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for September 25, 2024
   - **B.** Regular Meeting Minutes for October 2, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** Shinnston Final ARPA draw - $3,390.50
   - **B.** Greater Harrison Public Service District ARPA - $90,000.00
   - **C.** Sun Valley Public Service District ARPA Draw # 1 – Project #2 Sewer - $40,250.00
   - **D.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations – See Exhibit A

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:**
    - **A.** Series 2008 A - $915.00
    - **B.** Series 2021 A&B - $825.00
    - **C.** Series 2019 A&B - $5,903.75
8. **Review—Discuss—Consider** Agreement between Harrison County Commission and the Opioid Fund recipients
9. **Review—Discuss-- Consider** Re-allocating funds from Lake Floyd ($216,848) and SunValley ($95,351) to Enlarged Hepzibah Public Service District for use in Enlarged Hepzibah Public Service District Project #3 "'Treatment Plant Upgrades." Lake Floyd and Sun Valley projects are complete. Remaining funds would be best utilized by EHPSD as they continue to move closer toward the merger with Sun Valley.
10. **Review—Discuss—Consider** Declaring the Following Properties as an Emergency Nuisance within the framework of the International Property Maintenance Code Ordinance so that Emergency measures/abatement can be commenced
    - **A.** 25 Chestnut Street, Enterprise
    - **B.** 280 Midway Road, Jane Lew
    - **C.** 316 Midway Road, Jane Lew
    - **D.** 3044 Wilsonburg Road, Clarksburg
11. **Review—Discuss – Consider** Access and Remediation Letter Agreement for the following:
    - **A.** Mike Harris 160 Mount Clare Road, Clarksburg
    - **B.** Frances Huntermark Tate 911 Gypsy Hollow Road, Gypsy
    - **C.** William and Michelle Strother 724 Miners Way, Shinnston
    - **D.** Susan Moore 1378 Wilsonburg Road, Clarksburg
    - **E.** Charles Trent 888 Gypsy Hollow Road, Gypsy
12. **Review—Discuss—Consider** Budget Revisions for Prosecuting Attorney
13. **Review—Discuss—Consider** Letter to West Virginia Department of Economic Development Office in regards to eligibility for Industrial Access Road Grant
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.** October 23, 2024 through October 29, 2024
- **B. Monthly Fiduciary Commission Settlements:**
    - **1.** Norma L. Knight
    - **2.** Otha Compton Jr
    - **3.** Mary Gertrude Moodispaugh
    - **4.** Jill Maxine Homonnay
    - **5.** Brice William Boring

6. Patricia Ann Shingleton
7. Chester Burr Harper

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

1. Harrison/ Taylor 911 Advisory Board Meeting Minutes for October 15, 2024
2. Harrison/Taylor 911 Advisory Board Meeting Agenda for November 7, 2024
3. SunVally PSD - Merger of Lake Floyd PSD into SunValley Agenda for November 7, 2024
4. Sun Valley Public Service District, Special Board Meeting, Sewer Phase IIIB Bond Closing, Agenda - November 7, 2024
5. Thank you letter from Stonewood Volunteer Fire Department
6. Stonewood Volunteer Fire Department – Form 990
7. Sun Valley PSD Regular Board Meeting Agenda for November 12, 2024

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

1. Funding Request --- Clarksburg History Museum (03-27-2024)

10:05

Property Owners Name	Scott P Burnside			Case# 490	
Address	124 Fifth Street Bridgeport, WV 26330				
Address of Property In Review	2775 Anmoore Road Bridgeport 15/309/42.7 & 42.8				
Date Of Complaint	5/25/2022	Date of Notice		Date of Certified Mail	
Date of 1st Notice	6/9/2022	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	6/9/2022	Date of Served Process to Sheriff		Received Date of Certified Mail	
Date of Served Process to Sheriff	6/9/2022	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter	6/10/2022	Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	6/21/2022	Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

Date: June 8, 2022

Case #490

Property Owner/Address

Scott P Burnside
124 Fifth Street
Bridgeport, WV 26330

Identification/Location of Property

Address: 2775 Anmoore Road
District: 15
Tax Map: 309
Parcel: 42.7, 42.8

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Rubbish
2. Junk vehicles

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM



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

Pay your taxes online

Harrison County Real Property - Tax Year: 2021

Ticket Number: 0000049558 **Account Number:** 06503991

District: 15 - SIMPSON-OUTSIDE **More Info:** Details

Owner Name: BURNSIDE SCOTT P **In Care of:** **Address:** 124 FIFTH ST BRIDGEPORT WV 263301812 **Lending Inst:**	**Property:** 1 LOT PARCEL #1 (0.951 AS) D D JOHNSON (CAR WASH) **Map:** 309 **Parcel:** 0042 0007 0000 **Lot Size:** **Acreage:** **Book:** W191 **Page:** 736

Tax Class: 3	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

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

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	55920	55920	
Building	27240	27240	
Total	83160	83160	968.32

Format for Printer

PAYMENTS RECEIVED:

	First Half	Second Half
Net	968.32	968.32
Discount	24.21	24.21
Interest	.00	.00
Total	944.11	944.11
Date	08/26/2021	03/01/2022

Click here to begin a new search.

Software Systems, Inc.
23 South University Avenue
Morgantown, WV 26508

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

Pay your taxes online

Harrison County Real Property - Tax Year: 2021

Ticket Number: 0000049559 **Account Number:** 06504008

District: 15 - SIMPSON-OUTSIDE **More Info:** Details

Owner Name: BURNSIDE SCOTT P **In Care of:** **Address:** 124 FIFTH ST BRIDGEPORT WV 263301812 **Lending Inst:**	**Property:** 1 LOT PARCEL #2 (0.602 AS) D D JOHNSON (PARKING LOT) **Map:** 309 **Parcel:** 0042 0008 0000 **Lot Size:** **Acreage:** **Book:** W191 **Page:** 736

Tax Class: 3	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

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

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	23580	23580	
Building	21660	21660	
Total	45240	45240	526.78

PAYMENTS RECEIVED:

	First Half	Second Half
Net	526.78	526.78
Discount	13.17	13.17
Interest	.00	.00
Total	513.61	513.61
Date	08/26/2021	03/01/2022

Format for Printer

Click here to begin a new search.

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23 South University Avenue
Morgantown, WV 26508

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Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 176660
Process # CIV22-03881
Docket # 490
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
STATE OF WV }
Plaintiff, } IN PERSON
- vs - }
SCOTT PALMER BURNSIDE }
Defendant }

I hereby certify that on the **15th day of June, 2022**, **a LETTER**, in the above entitled action, came into my hand for service. That on the **21st day of June, 2022** at **11:28 AM**, in said county, **I did serve the documents on SCOTT PALMER BURNSIDE**.
Served the within **a LETTER** on the within named **SCOTT BURNSIDE** by delivering a copy of the within **a LETTER** to him/her in person at **124 FIFTH ST, BRIDGEPORT, WV 26330** in Harrison County, West Virginia, on the**21st day of June, 2022** at **11:28 AM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202204691
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments
304 672 0846

Date Returned 6/21/22

Signed _____ **Date** 21 June 2022

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Date: June 8, 2022

Case #490

Property Owner/Address

Scott P Burnside
124 Fifth Street
Bridgeport, WV 26330

Identification/Location of Property
Address: 2775 Anmoore Road
District: 15
Tax Map: 309
Parcel: 42.7, 42.8

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Rubbish
2. Junk vehicles

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

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301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM

3046720846

3881

7018 1830 0001 3940 9369

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OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Scott P Burnside
Street and Apt. No., or PO Box No. 124 Fifth St
City, State, ZIP+4® Bridgeport, WV 26330-1812

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

---

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Scott P Burnside
124 Fifth Street
Bridgeport, WV 26330-1812

9590 9402 4665 8323 1129 26

2. Article Number (Transfer from service label)
7018 1830 0001 3940 9369

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Scott P Burnside ☐ Agent ☐ Addressee

B. Received by (Printed Name) Scott Burnside C. Date of Delivery 6/10/22

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

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

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


STOP
Jun 8, 2022 12:41:29 PM
2775 Anmoore Road
Bridgeport
Harrison County
West Virginia


Jun 8, 2022 12:41:37 PM
2775 Anmoore Road
Bridgeport
Harrison County
West Virginia


NAPA
NAPA
Jun 8, 2022 12:42:24 PM
15 Hinkle Lake Road
Bridgeport
Harrison County
West Virginia


Jun 8, 2022 12:42:28 PM
15 Hinkle Lake Road
Bridgeport
Harrison County
West Virginia


2WA 603
Jun 8, 2022 12:42:38 PM
15 Hinkle Lake Road
Bridgeport
Harrison County
West Virginia


Jun 8, 2022 12:42:52 PM
15 Hinkle Lake Road
Bridgeport
Harrison County
West Virginia



Sept. 17, 2024



Sept. 17
2024



Sept. 17
2024



Sept 17
2024



Sept. 17, 2024



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

Commissioners
David L. Hinkle
Susan J. Thomas
Patsy Trecost II

Scott Burnside
124 Fifth Street
Bridgeport, WV 26330
District 15 Tax Map 309 Parcel 42.7 & 42.8
Case #490 Bridgeport

September 19, 2024

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday November 19, 2024 at 10:05 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the General Services Administration Building at 229 South 3rd Street, Clarksburg, WV. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer, Planning Director

9589 0710 5270 0834 2604 31

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Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

Postmark Here

9/19/2024

Sent To
Scott Burnside

Street and Apt. No., or PO Box No.
124 S FIFTH ST.

City, State, ZIP+4®
Bridgeport WV 26330

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

OTHER

Return # 195946
Process # CIV24-06023
Docket # 490
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
SCOTT BURNSIDE }
Defendant }

I hereby certify that on the **20th day of September, 2024**, **a notice of hearing**, in the above entitled action, came into my hand for service. That on the **24th day of September, 2024** at **10:45 AM**, in said county, **I did serve the documents on SCOTT BURNSIDE.**
Served the within **a notice of hearing** on the within named **SCOTT BURNSIDE** by delivering a copy of the within **a notice of hearing** to him/her in person at **124 FIFTH ST, BRIDGEPORT, WV 26330** in Harrison County, West Virginia, on the**24th day of September, 2024** at **10:45 AM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202406168
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments

Date Returned 9/24/24

Signed _____ **Date** 24 Sept 2024

Robert Matheny
Harrison County
By: Dawn Bourgeois
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

Commissioners
David L. Hinkle
Susan J. Thomas
Patsy Trecost II

Process Server
If not at home
hes @
Burnside Funeral
Home 607 S.
Virginia Ave

Scott Burnside
124 Fifth Street
Bridgeport, WV 26330
District 15 Tax Map 309 Parcel 42.7 & 42.8
Case #490 Bridgeport

September 19, 2024

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Charlotte Shafer, Planning Director

RECEIVED
SEP 20 2024
HARRISON COUNTY
PROCESS DIVISION

06023





МЛУМЛ

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this opplicotion and return it to the Harison County Commission, 301 West Moin Street, Clorksburg, WV 26301 by fox or email: Focsimile: 304-624-8673; Emoil: countyadministrator@harrisoncountywv.gov ; Question: 304-624-8500

Funding is derived from the State of West Virginio/Video Lottery Funding

Date of Request: 10-21-2024

Organization Name: Shinnston Turkey Trot 5K.

Name and Title of Requester: Jason + Tammy Martin, Race Directors

Mailing Address of Organization and Responsible Person:
500 Hood Ave, Shinnston, WV 26431
If approved, this is where the check will be sent

Telephone: 304.694.5977 Fax: _____ E-mail: SHINNSTONTURKEYTROT (@gmail.com

FEIN# 27-4405330 Is your organization an IRS 501(c) 3 not-for-profit? Y (N)
If yes, attach IRS Status Letter
If no, please explain: Due to time constraints, we were not able to apply for 501c3 status. This race is an annual race but this is the first year we have acquired ownership.

TOTAL Cost of Project/Activity: $ 11,300.00

Dollar Amount REQUESTED - Grant: $ 1,500.00 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: _____; how much: $
When: _____; how much: $
When: _____; how much: $

Purpose of request (one sentence): General funds for race expenses.
If for a fair/festival/event, give dates and location: Date: 11-28-2024 Location: Shinnston, WV

Describe the proposed activities with dollar amounts to be funded by this request:
Timing $1500.00, BIBS $1800.00, DJ $500.00, FOOD $1,000.00, Supplies $500.00, Advertising $1500.00, Awards $500.00 Insurance $2500.00 (Estimates)

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

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? T-Shirts, Banners, Website, Social Media

(Revised 8/19/14)

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Jason + Tammy Martin 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) Jason + Tammy Martin, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Jason + Tammy Martin 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) Jason + Tammy Martin 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 _____ **Date** 10-21-2024
Race Director

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: _____

Name of Organization/Applicant Shinnston Turkey Trot 5K

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION:	$ 1,000.00
ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):	
Timing, Bibs, DJ, Food	$ 4,800.00
Misc Supplies	$ 500.00
Advertising	$ 1,500.00
Awards	$ 500.00
Shirts	$ 4,000.00
TOTAL	$ 11,300.00

NAME OF PROJECT/EVENT: Shinnston Turkey Trot 5K

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):		
INCOME SOURCE:	Registration Fees	$ 25.00 P/P
	Sponsorships	$
		$
	TOTAL	$ TBD
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)	
Pike Street Bikes	$ 2,000.00
Gillum House B+B	$ 525.00
	$
* We are still receiving funds *	$
TOTAL	$ 2525.00

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Applicant

10-21-2024
Date

(Revised 8/19/14)

TURKEY TROT 2024

Income		Total	
Sponsors	Amount		Company
Wesbanco	$250.00	$ 250.00	WV Gravel Series
Ace Hardware	$500.00	$ 500.00	Race Results
Pike Street Bikes	$2,000.00	$ 2,000.00	Born and Bred
Gillum House	$525.00	$ 252.00	Nick Morales
Steptoe	$100.00	$ 100.00	Sam's
First Baptist Church	In Kind Service		Walmart
Buzz Henderson Center	In Kind Service		Misc. Supplies
			Race Awards
			Race Awards
Donations	Amount		Race Awards
Gifts	$ 266.00	$ 266.00	Silence Sports
Race Fee	Amount		
5K Fee $25.00	TBD	$ 12,500.00	
Walk Fee $25.00	TBD	$ 1,250.00	
Wobble Fee $10.00	TBD	$ 250.00	

		CACULATOR
Expenses		5K Runners
Action	Amount	500
Timing	$1,500.00	
Timing Bibs	$1,800.00	Walkers
DJ Event	$500.00	50
Photography	$750.00	
Food Supplies	$500.00	Wobbles
Food Supplies	$500.00	25
Supplies	$500.00	
Banners/ Marketing	$1,500.00	Total Income
Trophies	$500.00	
T-Shirts	$6,900.00	$ 17,368.00
Insurance	$2,500.00	
		Total Cost
		$ 17,450.00
		Variance Report
		$ (82.00)

3A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/16/2024	4020	| | |-| | |-| | | | |

NAME	ADDRESS
STEPHAN HUNTER MAUL	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		424	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☐ OTHER (Explain) LAST WORK DAY – 11/15/2024

PLEASE PAY FOR UNUSED VACATION HOURS

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 10/29/2024
HUMAN RESOURCES MANAGER	DATE 10/29/2024

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3B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/5/24		| | |-| | |-| | | |

NAME	ADDRESS
Marra E. Menendez	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☒ OTHER _____	0	$ 10 hr.
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☒ OTHER (Explain) intern - part-time / temporary

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 11/04/2024
HUMAN RESOURCES MANAGER	DATE 11/4/2024

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3C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11-15-24		| | | - | | - | | | |
NAME: John Madia	ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT / SHIFT

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ OTHER (Explain)_____

AUTHORIZATION:

EMPLOYEE SIGNATURE: John Madia	DATE
SUPERVISOR SIGNATURE	DATE 11/04/2024
HUMAN RESOURCES MANAGER	DATE 11-4-24

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3D

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11-18-24		| | |-| | |-| | | |

NAME	ADDRESS
John Madia	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____	∅	$18 hr
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

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

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

TYPE OF LEAVE _____

☒ OTHER (Explain) part-time, Temporary

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 11-4-2024
HUMAN RESOURCES MANAGER	DATE 11-4-2024

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3E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/8/2024		

NAME	ADDRESS
RON WILLIAMS	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		SECURITY	

THE CHANGE(S):

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

THE REASON FOR THE CHANGE(S):

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

TYPE OF LEAVE _____

☐ **OTHER (Explain)** PLEASE REMOVE FROM PAYCOM, LAST DAY IS NOVEMBER 8, 2024

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Sherree	DATE 11-06-2024
HUMAN RESOURCES MANAGER	DATE

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At the regular meeting of the County Commission of Harrison County held on Wednesday September 25, 2024, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis -County Administrator, John Spires - County Clerk and Trey Simmerman - County Attorney. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

DRAFT

1. Public Comment Period: Mr. Wallace Goff – Harrison County resident, spoke of trail issues and offered right-of-way access to help with enforcement, barriers and property break-ins or theft.

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

3. Payroll Change Notices: Trecost moved to approve 3A. Commission concurred.
A. Christine Mizia --- Prosecuting Attorney --- New Hire --- Effective October 1, 2024

10:05 A.M. --- Special Funding Request from the Harrison County Board of Education requesting $30,000 for Harrison County School Game Changer Drug Prevention Program: Kelly Davisson – Harrison County Schools Mental Health Coordinator, spoke in favor of Game Changer Drug Prevention Program. Hinkle asked how the program is going. Kelly Davisson gave a run down on what schools the money went to for the program, mentioning that the current schools are in South Harrison and Bridgeport. Thomas asked where the money given to the state is going. Laura Pysz-Laulis will reach out to Game Changers to find out. Hinkle would like to revisit next week.

4. Minutes and/ or Amended Minutes of Previous Meetings: Trecost moved to approve A through C. Commission concurred.
A. Regular Meeting Minutes for August 7, 2024
B. Regular Meeting Minutes for August 14, 2024
C. Regular Meeting Minutes for August 28, 2024

5. Requisitions --- Purchase Orders --- Invoices: Trecost moved to hold/pull $30,000 from Game Changers. Trecost moved to approve A and B. Commission concurred.
A. ARPA Requisition – Greater Harrison - $622,555.00
B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Trecost moved to approve A and B. Commission concurred.
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 purchasing or selling County property for barn complex and/or for county asset liquidation (potential executive session pursuant to W.Va. Code 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 state or any political subdivision):Laura Pysz-Laulis asked for Executive Session. Hinkle moved to enter Executive Session for reasons stated on agenda. Commission concurred. Trecost moved to enter Regular Session. Commission concurred. Trecost moved to allow bids to expire and get realtor to list 279 properties as a whole. Commission concurred. Trecost moved to give Laura Pysz-Laulis authority to negotiate Route 19 North property. Commission concurred. Trecost moved to allow Laura Pysz-Laulis to make offer to GE $500,000 for PK property within 6 months. Commission concurred.

9. Review—Discuss—Consider Updating Smoking Policy: Trecost wants to adopt a smoking policy. Hinkle asked if two policies are needed for various locations. Trey Simmerman said two policies are not needed. Trecost moved to make all county property tobacco free. Trecost voted for. Thomas and Hinkle voted against. Motion failed.

10. Review—Discuss—Consider GE Option Agreement: No action.

11. Review—Discuss-- Consider Letter of Support for City-Net BEAD Grant Application: Melissa O'Brien City-Net representative spoke about City-Net background and what grant application would fund. Trecost moved to approve Letter of support that is presented in the agenda and affix president's signature. Commission concurred.

12. Review—Discuss—Consider FEMA project and steps to move forward: Laura Pysz-Laulis spoke of FEMA contact and total amount that can be awarded. Hinkle asked Chad Biller for cost estimate. Chad stated $170,000 – FEMA has offered approximately $30, 000/ 75% of $30,000. Trecost moved to accept $30,000 lump sum. Trecost voted for. Thomas and Hinkle voted against. Motion failed. Jason Means from FEMA, spoke of standards and options. Hinkle moved to direct Laura Pysz-Laulis and Thrasher to take the next step with FEMA. Commission concurred.

13. Review—Discuss—Consider Awarding bids for Update to Harrison County Comprehensive Plan: Trecost moved to approve agreement $65,000 award WVU. Commission concurred.

14. Review—Discuss—Consider Agreement between Orangetheory and the Harrison County Commission: Trecost moved to approve Orangetheory to enter the county's fitness program. Commission concurred.

15. Review—Discuss—Consider In-Line License Agreement for use of the Meadowbrook Mall as a satellite Early Voting Location for 2024 General Election: Trecost moved to approve In-Line License Agreement for use of the Meadowbrook Mall as a satellite Early Voting Location and affix signature. Commission concurred.

DRAFT

16. Review—Discuss—Consider a Resolution authorizing the filing of the application to the Department of Homeland Security for the 2024 Homeland Security Grant Supplemental Solicitation Program for: Gina Jones- Grants, Explained the various grant applications, A through G. Trecost moved to approve 16A through G and affix signatures. Commission concurred.

A. Countywide SIRN (State Interoperable Radio Network) Radios (FD)
B. Emergency Back up and Climate Control for SIRN (State Interoperable Radio Network) Tower sites
C. Digital Radio Frequency tuner for County Wide SIRN (State Interoperable Radio Network)
D. Aerial Surveillance and Public Event Security
E. ATV for Rail Trail
F. Deputy Sheriff Reserves – Project Lifesaver Equipment
G. Law Enforcement Communication SIRN Radios

17. Administrator's Report: NONE

18. Commissioner Comments – Questions: Hinkle wants to purchase side by side ATV to patrol rail trail.

Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

DRAFT

At the regular meeting of the County Commission of Harrison County held on Wednesday October 2, 2024, Commissioners David Hinkle and Patsy Trecost II were present. Commissioner Susan Thomas was absent. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator, and Trey Simmerman, County Attorney. Commissioner Hinkle opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

10:00 A.M. --- Special Funding Request from the Harrison County Board of Education requesting $30,000 for Harrison County School Game Changer Drug Prevention Program: Dora Stutler, Harrison County Board of Education Superintendent, spoke in support and desire to have this program in every Harrison County school. Commissioner Hinkle moved to approve $30,000.00 in funding to Harrison County Schools. Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion failed.

10:05 A.M. --- Alley Closure – Outside of Lumberport – Scott Fornash – Unnamed Street: Commissioner Hinkle moved to approve the alley closure. Commission concurred.

1. **Public Comment Period:** NONE
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Trecost moved to approve as stated by Ms. Pysz-Laulis. Commission concurred.
    - **A.** Josh Cumberledge --- Law Enforcement --- New Hire--- Effective October 10, 2024
    - **B.** S.L. Morrison --- Law Enforcement --- Resignation --- Effective September 18, 2024
    - **C.** Tyara Martin --- 911 --- Extended Medical Leave --- Effective September 27, 2024
    - **D.** Remove the following Summer Part Time Parks & Rec Employees from PayCom – See attached list
4. **Minutes and/ or Amended Minutes of Previous Meetings:** Hinkle moved to approve as presented. Commission concurred.
    - **A.** Regular Meeting Minutes from September 11, 2024
5. **Requisitions --- Purchase Orders --- Invoices:** Trecost moved to approve item A. Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion failed. Hinkle moved to approve item B. Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion failed.
    - **A.** ARPA Requisition – Lake Floyd Request #21 - $761.53
    - **B.** Vendor List of Payments

DRAFT

6. **Exonerations --- Corrective Tickets --- Joint Property Applications:** Hinkle moved to approve. Commission concurred.
    A. Exonerations – See Exhibit A
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. Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion failed.
    A. Series 2008A - $12,418.75
    B. Series 2019 A&B - $6,230.00
    C. Series 2021 A&B - $11,815.00
    D. Series B - $566,614.53
8. **Review—Discuss—Consider** Pratt & Whitney 2024 TIF Application per March 4, 2024 Agreement: Trecost moved to approve. Commission concurred.
9. **Review—Discuss—Consider** Usage Study at the Courthouse: There was discussion held. Trecost asked if the Prosecutor and Judges could determine the space needs. Commissioner Hinkle wants a study to utilize the space of the Courthouse. Commissioner Hinkle voted in favor. Commissioner Trecost voted against. Motion failed.
10. **Review—Discuss-- Consider** Accepting the Agreement from Best Friends for the Lifesaving Initiatives Grant to be used at Harrison County Animal Control: Laura Pysz-Laulis spoke in support of the aid with decreased euthanasia numbers. Trecost moved to approve. Commission concurred.
11. **Review—Discuss—Consider** a Resolution authorizing the filing of the application to the Department of Homeland Security for the 2024 Homeland Security Grant Supplemental Solicitation Program for Law Enforcement – Level VI Body Armor Plates: Trecost moved to approve. Commission concurred. Laura Pysz-Laulis added that the grant does not need a match.
12. **Review—Discuss – Consider** a Resolution authorizing the filing of the application for the West Virginia Justice Assistance Grant Program to partially fund Prevention Resource Officers to be located in Harrison County High and Middle Schools: Trecost moved to approve. Commission concurred.
13. **Review—Discuss—Consider** Request to Travel for Emily Rebelo from Harrison County Community Corrections, Day Report Center to go to WV Northern Community College in Wheeling for ASWB Advanced Generalist Exam on October 4, 2024: Trecost moved to approve. Commission concurred.
14. **Administrator's Report:** Laura Pysz-Laulis advised that the DOH is cleaning tires from the West Fork River.
15. **Commissioner Comments – Questions:** Commissioner Hinkle apologized to Game Changers for the failed funding motion.

Trecost moved to adjourn. Commission concurred.

DRAFT

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

_____ _____

Susan Thomas, President Date

DRAFT

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

5A

Quote #	QT1871300
Date	10/30/2024
Expires	11/14/2024
Sales Rep	Facemire, Brandon
PO #	none
Shipping Method	FedEx Ground
Customer	SHINNSTON VFD (WV)
Customer #	C64981

Bill To

SHINNSTON VFD
37 BRIDGE STREET
Shinnston WV 26431
United States

Ship To

SHINNSTON VFD
37 BRIDGE STREET
Shinnston WV 26431
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
K05-P18			Adjustable Hydrant Wrench Double Head Spanner - Black	4	$46.00	$184.00
0052XD21			EB-500-XD-FTK NFPA 1962 Flow Test Kit includes: EB-500-XD, Digital Pitot, Three 228A 1.5" line gauges, Three 228A 2.5" line gauges	1	$5,600.00	$5,600.00

Thanks.
Customer pays shipping.

Subtotal	$5,784.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$5,784.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1871300

5B

2022S-2162
C-544730
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION OF THE PUBLIC SERVICE DISTRICT BOARD APPROVING INVOICES RELATING TO SERVICES FOR THE RT 20 QUIET DELL PLANT AND SEWER EXTENSION PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Greater Harrison County Public Service District has reviewed the invoices attached hereto and incorporated herein by referenced relation to the funds provided by the DEP Clean Water State Revolving Fund ("SRF") Debt Forgiveness as well as WV Infrastructure Jobs and Development Council ("IJDC") Loan and Grant. Economic Enhancement Grant ("EEG") and EEG Overrun Grant, and Harrison County Commission ARPA monies dedicated and find as follows:

a) That none of the items for which payment is proposed to be made has been requested from another funding source

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the Greater Harrison County PSD has hereby authorized and directed the payment of the attached invoices which comprise Draw #1/ARPA #14 as follows:

Vendor	Total	CWSRF Debt Forgiveness	WVIJDC District 1 Grant	WVIJDC District 1 Loan	Enhacement Grant	Harrison County ARPA
Thrasher	$ 90,000.00	$ -	$ -	$ -	$ -	$ 90,000.00
Steptoe & Johnson	$ 50,000.00	$ -	$ -	$ 50,000.00	$ -	$ -
United	$ 650.00	$ -	$ -	$ 650.00	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 140,650.00	$ -	$ -	$ 50,650.00	$ -	$ 90,000.00

ADOPTED BY the Greater Harrison County Public Service District at the board meeting held November 7, 2024

By: _____

Its: Chairman

5C

2022S-2062
C-544587
SUN VALLEY PUBLIC SERVICE DISTRICT

RESOLUTION OF THE PUBLIC SERVICE DISTRICT BOARD APPROVING INVOICES RELATING TO SERVICES FOR THE SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Sun Valley Public Service District has reviewed the invoices attached hereto and incorporated herein by referenced relation to the funds provided by the DEP Clean Water State Revolving Fund ("SRF") Loan and Debt Forgiveness as well as WV Infrastructure Jobs and Development Council ("IJDC") Grant, Economic Enhancement Grant ("EEG"), and Harrison County Commission ARPA monies dedicated and find as follows:

a) That none of the items for which payment is proposed to be made has been requested from another funding source

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the Sun Valley PSD has hereby authorized and directed the payment of the attached invoices which comprise Draw #1 as follows:

Vendor	Total	CWSRF Debt Forgiveness	CWSRF Loan	Enhacement Grant	Harrison County ARPA
Bennett & Dobbins PLLC	$ 36,000.00	$ -	$ 36,000.00	$ -	$ -
Steptoe & Johnson PLLC	$ 45,000.00	$ -	$ 45,000.00	$ -	$ -
Thrasher	$ 427,500.00	$ -	$ 407,500.00	$ -	$ 20,000.00
Haymond LLC	$ 20,250.00	$ -	$ -	$ -	$ 20,250.00
JD Utility Services LLC	$ 8,900.00	$ -	$ 8,900.00	$ -	$ -
United Bank	$ 650.00	$ -	$ 650.00	$ -	$ -
Total	$ 538,300.00	$ -	$ 498,050.00	$ -	$ 40,250.00

ADOPTED BY the Sun Valley Public Service District, at the board meeting held November 7, 2024

By: _____

Its: Chairman

Date of Meeting	13-Nov-24	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
Commission	Unifirst	Carpet Runners	$60.65							
Commission	FedEx	Postage	$27.58							
Commission	Waste Management	Waste Collection	$946.04							
Commission	Mon Power	Service (5 invoices)	$1,796.84							
Commission	Canon Financial	Copier Rentals	$1,783.74							
Commission	Pitney Bowes	Postage	$47,111.23							
Commission	Sandy's	Supplies (3 invoices)	$225.84							
Commission	Frontier	Service (2 invoices)	$1,412.48							
Commission	Schindler	Elevator Repairs	$4,980.48							
Commission	Frontier	Statewide Computer	$72.36							
Commission	U S Cellular	Service	$2,613.95							
Commission	Hart Office	Toner	$897.00							
Commission	Humane Society	Funding					$10,000.00			
Commission	Liberty Distributors	Supplies	$227.66						$227.66	
Commission	City of Shinnston	ARPA						$3,390.50		
Commission	Visual Edge	Copier Rentals	$357.67							
Commission	Liberty Distributors	Supplies	$579.45							
Commission	Enviroclean	Cleaning	$12,109.50							
Commission	Exponent Telegram	Legal Ad	$52,343.37							
Commission	Ace Aggregates	Gravel (2 invoices)	$662.40							
Commission	Mon Power	Service	$1,177.88							
Commission	C1	Dell Poweredge Server	$29,801.92						$29,801.92	
Commission	The Water Shop	Water Service	$54.00							
Commission	Sandy's	Key	$11.96							
Commission	Visual Edge	Copier Rentals (3 invoices)	$960.14							
Commission	U S Bank	Service	$66.14							
Commission	James & Law	Copy Paper	$1,125.00							
Commission	Stonewood Fire Department	Reimbursement	$30,000.00							
Commission	Thrasher	Aerial Mapping	$4,840.56							
Commission	Clarksburg Water Board	Service (6 invoices)	$2,119.51							
Commission	WV Division of Corrections	Inmate Housing	$145,541.02							
Commission	Frey's Auto Supply	Generator Battery	$548.98							
Commission	Mon Power	Service	$42.22							
Commission	Software Systems	Maintenance	$1,950.20							
Commission	Thomas Reuters	Online Software	$581.20							
Commission	Texas Checks	Background	$214.00							
Commission	U S Bank	Laptop	$499.00							
Commission	Emcor	HVAC Agreement	$371.66							
Commission	Waste Management	Waste Collection	$152.11							
Commission	Greater Harrison PSD	ARPA						$90,000.00		
Commission	Sun Valley PSD	ARPA						$40,250.00		
Commission	Fleetcore	Fuel	$19,148.40							
Commission	State Electric	Supplies	$603.34							
Security	Skasiks Cleaners	Dry Cleaning			$291.25					
									$769.89	
IT Department	Dell Online	Laptop	$796.89							
Gina Jones	Reclaim Co.	Demo. 734 Miners Way	$10,000.00							
Gina Jones	Reclaim Co.	Demo. 1953 Owings Rd	$8,900.00							
Gina Jones	Anmoore EMS	Allotment October			$4,896.52					
Gina Jones	Bridgeport Fire Dept.	Allotment October			$6,819.08					

Date of Meeting	13-Nov-24	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
Gina Jones	Harrison Co. Ems	Allotment October			$20,817.72					
Gina Jones	Nutter Fort VFD	Allotment October			$3,064.08					
Gina Jones	Reclaim Co.	Demo. 10 Glory Rd	$17,000.00							
Gina Jones	Reclaim Co.	Demo. 130 Joetown Rd	$12,000.00							
Gina Jones	The Exponent Telegram	Legal Ad	$26.26							
Staging	The Water Shop	Water Service	$30.00							
H.C. Senior Center	Emcor Services	HVAC Agreement	$371.67							
Courts	The Water Shop	Water Service	$18.00							
Courts	The Water Shop	Water Service	$36.00							
Courts	The Water Shop	Water Service	$42.00							
Law Enforcement	Optimum	Internet	$156.02							
Law Enforcement	Robins Perfect Fit	Uniform Patches	$40.00							
Law Enforcement	Trapuzzano's	Uniform Supplies	$120.85							
Law Enforcement	Creekside Kennels	K-9 Boarding	$300.00							
Law Enforcement	Motorola Solutions	Radios	$6,400.00							
Law Enforcement	Trapuzzano's	Uniform Supplies	$14.00							
Law Enforcement	Champion Industries	Magnets								$249.00
Law Enforcement	Motorola Solutions	Radios								$12,932.16
County Clerk	ES&S Systems	Election Supplies	$2,827.50							
County Clerk	AJ-Allegheny Systems	Roller Shelving Adjustment	$2,640.00							
County Clerk	National Band & Tag	Rabies	$1,557.00							
County Clerk	Exponent Telegram	Legal Ads	$1,013.60							
County Clerk	TLG Printing	Business Cards	$50.00							
County Clerk	The Meadowbrook Mall	Space Rental	$907.43							
County Clerk	The Exponent Telegram	Legal Ad	$754.12							
Maintenance	Ace Hardware	Maintenance Supplies	$143.52							
Maintenance	U S Bank	Maintenance Supplies	$51.95							
Maintenance	Liberty Distributors	Supplies	$227.66							
Park & Rec	Mon Power	Service (2 invoices)			$25.61					
Park & Rec	Waste Management	Waste Collection			$117.87					
Park & Rec	Dell	Computer			$672.02					
Park & Rec	Summit Park PSD	Service			$65.78					
Park & Rec	Enlarged Hepzibah PSD	Spelter Park			$75.87					
Park & Rec	Enterprise Sanitation	Waste Collection			$443.61					
Park & Rec	Clarksburg Water Board	Service			$280.07					
Park & Rec	U S Bank	Supplies			$1,114.68					
Park & Rec	State Electric	Supplies			$1,793.41					
Park & Rec	Charter Communications	Internet			$188.93					
OEM	Canon Financial	Copier Rental			$198.19					
Animal Control	Emcor	HVAC Agreement			$371.67					
Animal Control	Enterprise Sanitation	Waste Collection			$179.65					
Animal Control	Frontier	Service			$180.90					
Animal Control	U S Bank	Pump			$24.99					

Date of Meeting	13-Nov-24	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
Animal Control	City of Shinnston	Water Service			$42.35					
Animal Control	Tractor Supply	Supplies			$332.81					
Community Corrections	Central WV Transit Authority	Bus Passes				$650.00				
Community Corrections	Leonard Holdings	Adapter Sleeve				$25.99				
Community Corrections	Micro Distributing	Lab Confirmations				$28,981.05				
Community Corrections	Minards Spaghetti Inn	Board Meeting Lunch				$300.00				
Community Corrections	Stationers	Supplies				$23.82				
Community Corrections	James & Law	Supplies				$239.38				
Community Corrections	Uline	Supplies				$91.50				
Home Confinement	Canon Financial	Copier Count				$198.19				
911 Center	Frontier	Service		$802.67						
911 Center	Mon Power	Service		$421.78						
911 Center	Hope Gas	Service		$197.44						
911 Center	Central Square	CAD PSI		$8,740.00					$8,740.00	
911 Center	ergoGENESIS	Dispatch Chairs		$15,648.85					$15,645.85	
911 Center	Lowes	Supplies			$27.32					
911 Center	RD Wilson	Supplies			$18.02					
911 Center	Lowes	Supplies		$42.61						
911 Center	PA Turnpike	Toll Charge		$3.00						
911 Center	U S Cellular	Cellular Account			$363.33					
911 Center	Shinnston Ace Hardware	Supplies		$32.48						
911 Center	State Electric Supply	Light Bulbs			$348.63					
911 Center	APCO International	Dues		$2,722.00						
911 Center	Unifirst	Carpet Runners			$62.25					
911 Center	The Water Shop	Water Service			$30.00					
911 Center	Unifirst	Carpet Runners			$62.25					
911 Center	Frontier	Service		$220.50						
911 Center	Frontier	Service		$1,929.32						
911 Center	Frontier	Service		$444.50						
911 Center	Waste Management	Waste Collection			$199.09					
911 Center	Language Line Services	Phone Assistance		$683.33						
911 Center	Emcore	HVAC Agreement			$815.42					
911 Center	Unifirst	Carpet Runners			$37.25					
911 Center	National Emergency Number	9-1-1 Customer Service		$2,365.00						
911 Center	National Emergency Number	Understanding Bias		$2,150.00						
911 Center	Harrison Rural Elec	Service (2 invoices)		$2,693.97						
911 Center	City of Bridgeport	Water Service		$243.87						
Pros. Atty	Allison J. Kelley	Transcripts	$215.60							
Pros. Atty	Huron County Sheriff	Process Service	$46.00							
Pros. Atty	Tara Perri	Travel Reimbursement	$52.93							
Pros. Atty	Tara Perri	Reimbursement	$465.25							
Pros. Atty	Enonne Eades	Transcripts	$392.70							
Garage	Frey's Auto Supply	Automobile Parts	$367.28							
Garage	Fisher Auto Parts	Automobile Battery	$218.31							
Garage	Fisher Auto Parts	Supplies	$25.44							
Garage	Appalachian Tire	Tires	$1,182.40							
Garage	Chenoweth Ford	Automobile Parts	$364.13							

Date of Meeting	13-Nov-24	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
Garage	Amtower Auto Parts	Booster Pac	$119.99							
Garage	Amtower Auto Parts	Battery Shims	$3.01							
Garage	Chenoweth Ford	Supplies	$57.36							
Garage	Chenoweth Ford	Supplies	$558.96							
Garage	Harry Green	Wheel Alignment	$134.95							
Garage	Harry Green	Wheel Alignment	$134.95							
Garage	Harry Green	Automobile Parts	$79.04							
Garage	Hillbilly Truck Repair	Tow	$81.03							
Garage	Appalachian Tire	Tires	$473.16							
			$439,414.44	$39,341.32	$43,960.62	$30,509.93	$10,000.00	$133,640.50		$13,181.16
					Grand Total :	$710,047.97				

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

COMMISSIONER'S SIGNATURE _____ DATE _____

RE 610

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

Upon application of DMCNEMAR for **LILLY SHERRI N & TERRENCE MICHAEL GONZALEZ** whose address is, 187 MAIN ST SALEM, WV 26426, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **19260** on **1 LOT 6580.44 SQFT SALEM (185 E MAIN ST)**, Class **3/4** in **TENMILE-SALEM**, Harrison County, West Virginia, which should have been assessed at **19260**, Class **2** in and for the year **2024**, resulting in a difference in assessed value of **0**. 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 is used for storage & adjoins homesite on parcel 53, therefore Class 2 applies per Rocky. Exonerate a value of 9,630 at a Class 4 rate of levy to correct the overcharge.

District: **19 - TENMILE-SALEM**
Account No. **6171590**
Ticket No. **67649**
Tax Year **2024**
Parcel ID: **192707005200000000**

Amount Exonerated: $269.06

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

7A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. (11/13/24)

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

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

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

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

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$915.00**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$915.00** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$915.00** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **13th day of November, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #102024-109	Dated: 10/29/24	$ 915.00
		Total	**$ 915.00**

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
10/29/2024	102024-109

Balance Due $915.00

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

or

Wire Instructions:

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

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

Bill To:

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

Project	Charles Pointe Series 2008	1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 10/29/2024

Invoice # 102024-109

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Terms	Client #
Net 30	1394

Project: Charles Pointe Series 2008

Item	DATE	Description	Hrs	Amount
Proj Mgr (SAM)	9/4/2024	Update account reconciliation with July transactions.	0.5	107.50
Proj Mgr (SAM)	9/19/2024	File August statements for review and update account reconciliation file with August transactions. Correspond with the trustee related to missing statements and file.	1	215.00
Director (JLA)	9/24/2024	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Proj Mgr (SAM)	9/25/2024	Correspond with associate related to CED definition.	0.25	53.75
Proj Mgr (SAM)	9/30/2024	Review continuing disclosure requirements and related information. Provide findings for internal review.	1.75	376.25
Sr Assoc (MMM)	9/30/2024	Provide follow-up regarding management of project tasks and reports in project management software program.	0.25	50.00

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

Total **$915.00**

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

7B

REQUISITION FOR PAYMENT
FROM ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. 43

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

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

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

3. The total amount requested to be disbursed pursuant to this Requisition is **$825.00.** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

(b) **$825.00** is to be paid to a third party payee that is not affiliated with the issuer or on a joint basis to the Issuer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this **13th day of November, 2024.**

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice: 102024-202	Dated: 10/29/2024	$ 825.00
		Total	**$ 825.00**

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
10/29/2024	102024-202

Balance Due $825.00

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

or

Wire Instructions:

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

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

Bill To:

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

Project: Harrison County-WhiteOak Admin 1676

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 10/29/2024

Invoice # 102024-202

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Terms	Client #
Net 30	1676

Project: Harrison County-WhiteOak Admin

Item	DATE	Description	Hrs	Amount
Vice Pres (PSK)	9/3/2024	Review account reconciliation file.	0.5	125.00
Vice Pres (PSK)	9/5/2024	Prepare parcel information per counsel request.	0.75	187.50
Vice Pres (PSK)	9/6/2024	Prepare parcel information per counsel request.	1.25	312.50
Sr Assoc (MS)	9/19/2024	Prepare account statements for updating account reconciliation.	0.25	50.00
Sr Assoc (MS)	9/26/2024	Update account reconciliation for August activity. Contact trustee regarding questions about account transactions.	0.75	150.00

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

Total **$825.00**

MS/PK

Billing Inquiries? Call (443) 539-4104

E

7C

REQUISITION FOR PAYMENT FROM ADMINISTRATIVE EXPENSE FUND

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

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

REQUISITION FOR PAYMENT NO. 94 (11/13/24)

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

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

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

3. The total amount requested to be disbursed pursuant to this Requisition is **$5,903.75** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

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

(b) **$5,903.75** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **13th day of November, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #102024-387	Dated: 10/29/2024	$ 4,653.75
MuniCap, Inc.	Invoice #102024-442	Dated: 10/29/2024	$ 1,250.00
		Total	**$ 5,903.75**

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date 10/29/2024 **Invoice #** 102024-387

Balance Due

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

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

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

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

Bill To:

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

Project: Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 10/29/2024 **Invoice #** 102024-387

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Terms: Net 30 Client #: 2024

Project: Charles Pointe 2019

Item	DATE	Description	Hrs	Amount
Proj Mgr (VVJ)	9/3/2024	Email legal counsel regarding FY24 unpaid legal fees.	0.25	53.75
Proj Mgr (SAM)	9/3/2024	Prepare and remit filing certificates related to district board's and developer's quarterly reports.	1.25	268.75
Proj Mgr (VVJ)	9/4/2024	Prepare FY24 accruals and save supporting documents.	1.5	322.50
Proj Mgr (SAM)	9/4/2024	Follow up related to requested information from the state.	0.25	53.75
Proj Mgr (SAM)	9/5/2024	File monthly revenues report received.	0.25	53.75
Proj Mgr (SAM)	9/6/2024	Continue updating annual statutory report and confirm information provided by the developer.	4	860.00
Proj Mgr (VVJ)	9/9/2024	Review additional reports, EMMA website and the additional invoices to record additional FY24 accruals and adjustments. Update FY24 workpapers and draft audit report.	2	430.00
Proj Mgr (SAM)	9/9/2024	Update annual statutory report with information from the developer. Update database with August filing information and update annual report. Update budget tables, finalize and review report, and provide report for internal review.	3.5	752.50
Vice Pres (PSK)	9/10/2024	Review annual statutory report.	1	250.00
Proj Mgr (SAM)	9/10/2024	Discuss, review and correspond related to the annual statutory report expectations.	0.5	107.50
Proj Mgr (VVJ)	9/16/2024	Follow up about the legal invoices for FY24 accruals. Review July journal entries and support.	0.5	107.50
Proj Mgr (SAM)	9/17/2024	Review information provided by the county related to tracked excise tax parcels.	0.5	107.50
Proj Mgr (VVJ)	9/17/2024	Receive additional legal invoices and record accrual entries. Update workpapers.	0.75	161.25
Sr Assoc (OO)	9/19/2024	Prepare August journal entries.	0.5	100.00
Proj Mgr (SAM)	9/19/2024	Confirm excise tax tenant parcels and remit list related to information request.	0.5	107.50

Total

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
10/29/2024	102024-387

Balance Due $4,653.75

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

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

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

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

Bill To:

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

Project: Charles Pointe 2019 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
10/29/2024	102024-387

Terms	Client #
Net 30	2024

Project: Charles Pointe 2019

Item	DATE	Description	Hrs	Amount
Proj Mgr (SAM)	9/19/2024	File August statements for review and update account reconciliation file with August transactions. Correspond with the trustee related to missing statements and file.	1	215.00
Exec VP (MD)	9/23/2024	Confirm July balances in QuickBooks and approve final journal entries. Prepare July financial reports and email.	0.5	137.50
Proj Mgr (VVJ)	9/23/2024	Review August journal entries and support.	0.25	53.75
Sr Assoc (OO)	9/24/2024	Post August journal entries in QuickBooks.	0.25	50.00
Director (JLA)	9/24/2024	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
Exec VP (MD)	9/25/2024	Confirm August balances in QuickBooks and approve final journal entries. Prepare and email monthly financial reports. Research and respond to questions for annual financial statements.	0.5	137.50
Proj Mgr (VVJ)	9/25/2024	Respond to multiple emails regarding FY24 legal fees.	0.5	107.50
Proj Mgr (SAM)	9/25/2024	Correspond with associate related to EODD definition.	0.25	53.75
Sr Assoc (MMM)	9/30/2024	Provide follow-up regarding management of project tasks and reports in project management software program.	0.25	50.00

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

Total **$4,653.75**

SAM/PK

Billing Inquiries? Call (443) 539-4104

E

INVOICE

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Invoice Date	Invoice #
10/29/2024	102024-442

Balance Due $1,250.00

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

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

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

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

Bill To:

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

Project: Charles Pointe 2019 Arb Billin 2024

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 10/29/2024

Invoice # 102024-442

MuniCap, Inc.
Columbia, MD 21046
Suite 210

Project: Charles Pointe 2019 Arb Billin

Terms	Client #
Net 30	2024

Item	DATE	Description	Hrs	Amount
Arbitrage Svc	10/29/2024	Arbitrage Liability Rebate Report for the Series 2019A and 2019B Bonds for the interim period August 16, 2023 through August 16, 2024.		1,250.00

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

Total **$1,250.00**

PK/SAM

Billing Inquiries? Call (443) 539-4104

E

AGREEMENT BETWEEN THE HARRISON COUNTY COMMISSION AND _____ AUTHORIZING THE DISTRIBUTION OF OPIOID FUNDS PROVIDED THROUGH THE WEST VIRGINIA FIRST FOUNDSTION QUALIFIED SETTLEMENT FUND

This agreement is hereby made and entered into by and between _____, hereinafter referred to as "_____" and the Harrison County Commission, hereinafter referred to as "COUNTY."

A. PURPOSE

The purpose of this agreement is to formalize a cooperative relationship between the undersigned parties for the distribution and utilization of funds received by the Harrison County Commission ("HCC") from the West Virginia First Foundation Qualified Settlement Fund ("WVQSF").

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. _____ will utilize these funds as defined and directed in the West Virginia First Memorandum of Understanding ("MOU"). _____ is responsible and accountable for the management, utilization, distribution, and audit of these funds.
2. The HCC will be required to submit annual reports to the West Virginia First Foundation and the State of West Virginia detailing the distribution and use of Opioid funds received by the HCC. Therefore, _____ must provide the HCC with **ANY and ALL** information necessary to prepare those annual reports. This information must be received no later than April 1st of every year for funds that were received by the entity in the previous fiscal year (July 1 - June 30.) This information must be received by the Commission before any previously allocated but not yet distributed Opioid Settlement funds will be released, or before any future funds will be allocated to the agency. Per the guidance provided by the West Virginia First Foundation, reports must include ALL of the following information:

    - Amount of Opioid funds received by the entity
    - If applicable, amount of Opioid funds disbursed by the entity during the most recently completed fiscal year (July 1 – June 30)
    - Categories of Approved Purposes for all funds utilized. Usage of funds must fit into Schedule A - Core Strategies, or Schedule B –Approved Uses, and a corresponding category line must be provided for each use.
    - Impact information measuring progress of strategies and efforts

As of the date of this agreement, the West Virginia First Foundation has not released specific guidance on what format will be used for reporting or where to send/enter the information.

_____ agrees to comply with **ALL** initial and current reporting requirements as well as any additional or modified requirements set by the West Virginia First Foundation and the State of West Virginia Auditor's Office. _____ agrees to respond promptly to **ALL** inquiries and requests from the Harrison County Commission, and to provide **ALL** required or requested documentation to the Harrison County Commissioners or staff members in a timely manner.

This agreement shall be effective as of the date signed and notarized by _____.

_____

By:
Title:
Date:

State Of _____

County Of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____.

My Commission Expires: _____

(Notary Public)

HARRISON COUNTY COMMISION

By: Susan J. Thomas
Title: President
Date:

State Of _____

County Of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____.

My Commission Expires: _____

(Notary Public)

ENLARGED HEPZIBAH PSD
PO DRAWER H
HEPZIBAH, WV 26369
304-623-2217

Darlene Swiger, Chairman
Fred Martin, Secretary

Kevin Short, General Manager
Sharon Hamilton, Treasurer

November 1, 2024

Harrison County Commission
229 South 3rd Street
Clarksburg, WV 26301

RE: ARPA Funds

Dear Commissioners:

During the June 30, 2022, year the Commission awarded Lake Floyd PSD, Sun Valley PSD, and Enlarged Hepzibah PSD a total of $2,500,000 in ARPA funds, to date the three districts have spent all but $315,923.37. I have attached a schedule of what each district has left allocated to them. The Lake Floyd and Enlarged Hepzibah PSD projects are complete, and the contracts have been awarded for IIIA and IIIB for Sun Valley PSD. The district would respectfully ask that the Commission allow Enlarged Hepzibah PSD – Sewer to use the balance of the above funds for the items listed in the attached Schedule B – Estimate of Construction Costs. By allowing the district to use these funds we would be able to make much needed upgrades to the sewer treatment plant for Enlarged Hepzibah PSD. We are also in the process of merging the three districts and once merged the purchased equipment would allow the district to better serve all their customers in a more effective and efficient manner.

Thank you for your consideration in the above matter and if you have any questions, please feel free to contact me at 304-844-6437.

Respectfully Submitting,

Kevin Short

Kevin Short, General Manager

Enlarged Hepzibah PSD - Sewer
ARPA Funds Allocation

	Lake Floyd PSD	Sun Valley PSD	Enlarged Hepzibah PSD		Total
Original Allocation	$ 1,385,000.00	$ 615,000.00	$ 500,000.00		$ 2,500,000.00
Uses:					
IIIA Project		$ (409,649.00)			$ (409,649.00)
IIIB Project		$ (110,000.00)			$ (110,000.00)
Project Disbursements	$ (1,168,152.00)		$ (170,825.00)		$ (1,338,977.00)
Pay App 1			$ (76,727.20)		$ (76,727.20)
Pay App 2			$ (248,723.43)		$ (248,723.43)
Allocated to EHPSD	**$ 216,848.00**	**$ 95,351.00**	**$ 3,724.37**		**$ 315,923.37**

Schedule B
Enlarged Hepzibah PSD Sewer
ARPA Funds

A. Cost of Project		Total	ARPA
	Estimated Construction Costs		
		$ -	
a	Rotors Treatment Plant	$ 43,356.37	$ 43,356.37
b	Lift Station Control Panels WWTP	$ 38,148.00	$ 38,148.00
c	SCADA WWTP	$ 14,962.00	$ 14,962.00
d	Level Floats WWTP	$ 2,609.00	$ 2,609.00
a	Track Loader and attachments	$ 78,134.00	$ 78,134.00
b	Blacktop Zigag Tracks	$ 6,400.00	$ 6,400.00
c	5500 Dump Truck	$ 70,192.00	$ 70,192.00
d	Crew Size Truck	$ 37,440.00	$ 37,440.00
e	Trench Plate Compactor	$ 1,956.00	$ 1,956.00
f	Trenching Bucket	$ 1,660.00	$ 1,660.00
g	18' Equipment Trailer	$ 13,566.00	$ 13,566.00
h	Administration	$ 7,500.00	$ 7,500.00
	Total Project Cost	$ 315,923.37	$ 315,923.37
		$ -	
	Sources of Funds	$ -	
	ARPA Lake Floyd	$ 216,848.00	$ 216,848.00
	ARPA Sun Valley	$ 95,351.00	$ 95,351.00
	ARPA Enlarged Hepzibah	$ 3,724.37	$ 3,724.37
	Total of Sources	$ 315,923.37	$ 315,923.37
		$ -	$ -



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

March 11, 2022

Lake Floyd PSD
Attn: Chairman Steven Turner
2200 Lake Floyd Circle
Bristol, WV 26426

Re: Lake Floyd PSD
Binding Commitment
WVIJDC Project No. 2021S-2036

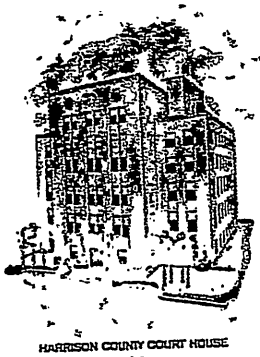
Dear Chair Turner:

This letter is to confirm our intention of providing American Rescue Plan Act funds to Lake Floyd Public Service District for the District's Sewer System Improvements Project referenced above.

We are hereby committing $1,385,000 toward the Project.

Should you have any questions, please do not hesitate to contact the Commission.

Laura Pysz, County Administrator



Harrison County Commission

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

March 11, 2022

Enlarged Hepzibah PSD
Attn: Chair Darlene Swiger
Drawer H
Hepzibah, WV 26369

Re: Enlarged Hepzibah PSD
Binding Commitment
WVIJDC Project No. 2019W-1819

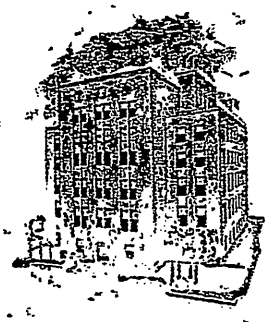
Dear Chair Swiger:

This letter is to confirm our intention of providing American Reseue Plan Act funds to Enlarged Hepzibah Public Service District for the District's Water System Improvements Project referenced above.

We are hereby committing $500,000 toward the Project.

Should you have any questions, please do not hesitate to contact the Commission.

Laura Pysz, County Administrator



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

Sun Valley PSD
P.O. Box 95
18 Sable Circle
Reynoldsville, WV 26422-0095

June 6, 2022

Dear Mr. Dale,

The purpose of this Letter of Intent is to set forth certain binding commitments between the Harrison County Commission and the Sun Valley PSD. The Harrison County Commission has allocated $615,000.00 of the American Rescue Plane Act to the Sun Valley PSD to support the project to rehabilitate two lift stations and upgrade their telemetry to provide vital services to residents throughout Harrison County. If there is any further information needed please reach out to the Harrison County Commission Office and we will be happy to assist with resolving any issues as they arise.

Sincerely,

Laura Pysz

Laura Pysz, County Administrator

10A

Property Owners Name	Linda Joyce Manning			Case#	604
Address	P.O. Box 291 Worthington, WV 26591-0291				
Address of Property In Review	25 Chestnut Street Enterprise, WV 26591				
Date Of Complaint		Date of Notice		Date of Certified Mail	
Date of 1st Notice	4/5/2024	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	4/5/2024	Date of Served Process to Sheriff		Received Date of Certifiec Mail	
Date of Served Process to Sheriff	N/A	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter		Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	N/A	Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

Date: April 5, 2024

Case #604

Property Owner/Address

Linda Joyce Manning
PO Box 291
Worthington, WV 26591

Identification/Location of Property

Address: 25 Chestnut Street
District: 05
Tax Map: 907
Parcel: 54

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Dilapidated Structure

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM



25 CHESTNUT ST.

NOTICE OF VIOLATION

Location: 25 CHESTNUT STREET, ENTERPRISE

Owner or Lessee: LINDA JOYCE MANNING

In Care of: _____

Address: P.O. BOX 291 WORTHINGTON, WV 26591-0291

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

Time: _____

Date: SEPTEMBER 30, 2024

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 10/7/2024		
Property Address:	25 Chestnut Street	**Inspected By:** RJ		
City, County:	Enterprise, Harrison County	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area		✓	
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	



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: 0000015085 **Account Number:** 06242764

District: 05 - CLAY-OUTSIDE **More Info:** Details

Owner Name: MANNING LINDA JOYCE **In Care of:** **Address:** PO BOX 291 WORTHINGTON WV 265910291 **Lending Inst:**	**Property:** 1 LOT 16 W ENTERPRISE (RENTED) **Map:** 907 **Parcel:** 0054 0000 0000 **Lot Size:** **Acreage:** **Book:** W127 **Page:** 945

Tax Class: 3	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

DUE: First Half: Must pay Total Due Second Half: Must pay Total Due Total Due: 509.31 If paid by: 04/30/2024

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	8340	8340	
Building	12900	12900	
Total	21240	21240	247.24

PAYMENTS RECEIVED:

	First Half	Second Half
Net	.00	.00
Discount	.00	.00
Interest	.00	.00
Total	.00	.00
Date	none paid	none paid

Format for Printer

Click here to begin a new search.

Software Systems, Inc.
23 South University Avenue
Morgantown, WV 26508

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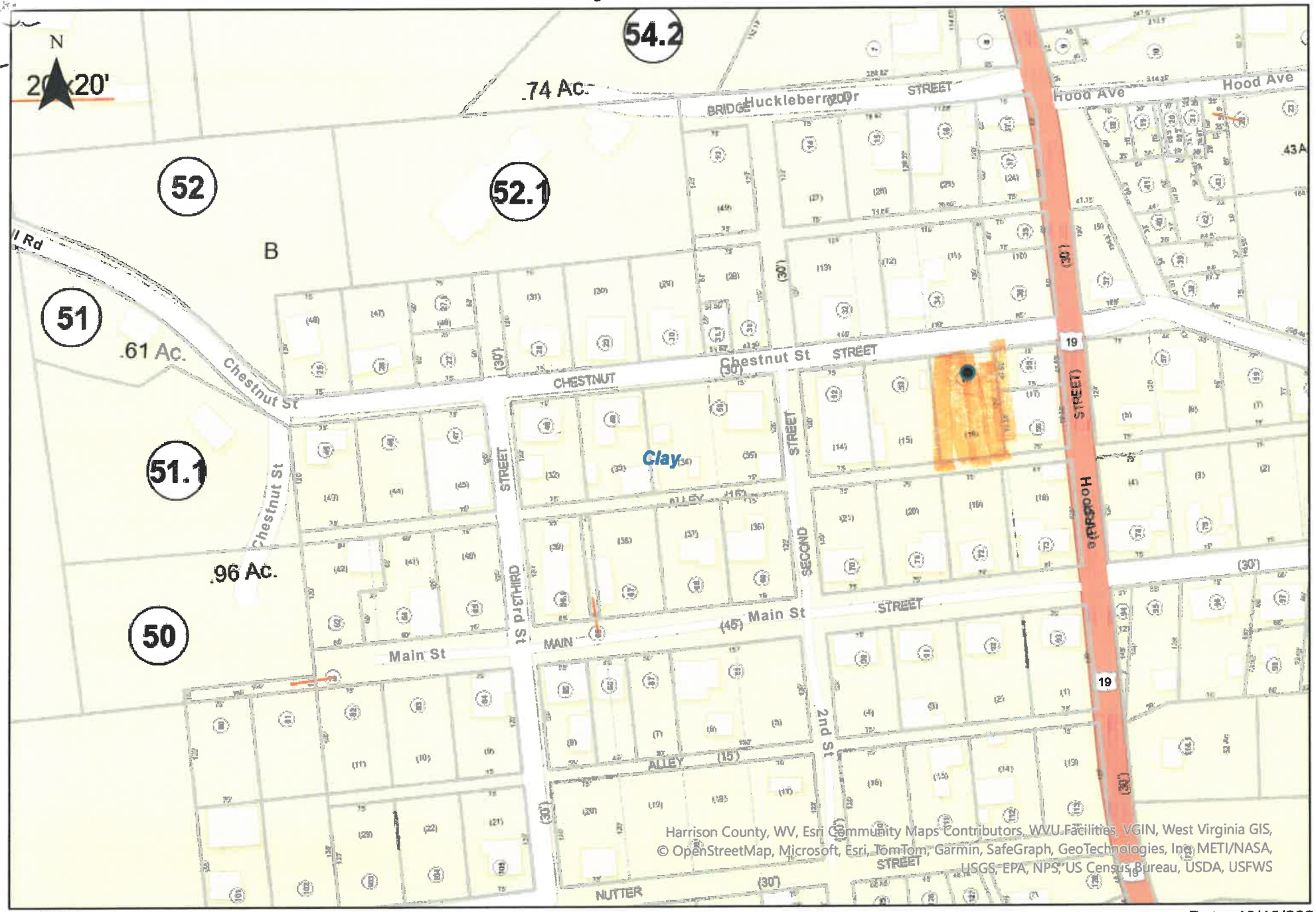
Harrison County Tax Parcel Viewer



Date: 10/16/2024

25 CHESTNUT ST.

Joseph R. Romano
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

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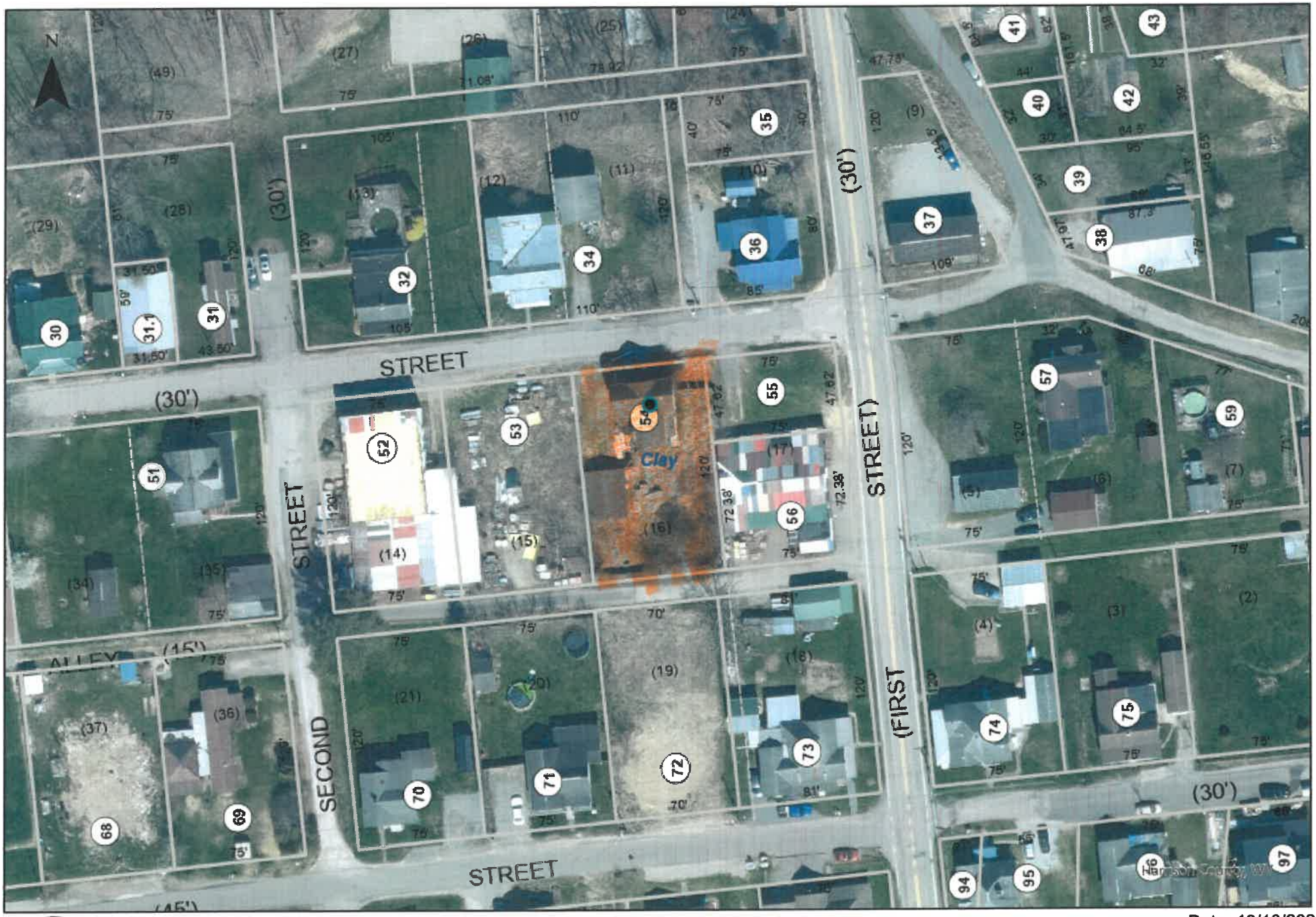
Harrison County Tax Parcel Viewer



Date: 10/16/2024

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Harrison County Assessor

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25 CHESTNUT ST

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BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

NOTICE OF DEMOLITION ORDER

On the 13th day of November, 2024, a hearing was conducted before the County Commission of Harrison County, West Virginia in relation to alleged nuisance conditions located at 25 Chestnut Street, Gypsy.

WHEREUPON, the County Commission heard and considered the testimony and evidence presented unto the County Commission at said hearing, and upon consideration thereof, the County Commission makes the following findings of fact:

1. All persons residing in or owning or having any interest in the property at issue had an opportunity to be heard at said hearing.

2. At the hearing convened on November 13, 2024, based on the evidence presented in said hearing, among others the testimony and presentation of the Harrison County Planning Department, the County Commission deliberated and determined that the foregoing property is dilapidated real property situate in Harrison County, West Virginia which requires immediate, emergency abatement withing the framework of the International Property Maintenance Code to correct the nuisance conditions.

Upon consideration of the foregoing, it is the **ORDER** and **JUDGMENT** of the County Commission of Harrison County, that emergency measures be taken to abate and remediate the nuisance conditions located at 25 Chestnut Street, Gypsy.

The Clerk of the County Commission of Harrison County is hereby **ORDERED** to retain in his office an authentic copy of this Order.

ENTERED this 13th day of November, 2024.

_____

The Harrison County Commission, WV

By: _____

Its: _____

Dated: _____

10B

Property Owners Name	James L Straight II Etal			Case# 602	
Address	2825 Addison Drive Grove City, OH 43123				
Address of Property In Review	280 Midway Road Jane Lew, WV 26378				
Date Of Complaint		Date of Notice		Date of Certified Mail	
Date of 1st Notice	4/5/2024	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	4/5/2024	Date of Served Process to Sheriff		Received Date of Certifiec Mail	
Date of Served Process to Sheriff	N/A	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter	4/8/24	Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	N/A	Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

Date: April 5, 2024

Case #602

Property Owner/Address

James L Straight II
2825 Addison Drive
Grove City, OH 43123

Identification/Location of Property

Address: 280 Midway Road
District: 12
Tax Map: 424
Parcel: 22

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Dilapidated Structure
2. Junked vehicles

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM



280 MIDWAY RD.



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: 0000042636 **Account Number:** 06302280

District: 12 - GRANT-OUTSIDE **More Info:** Details

Owner Name: STRAIGHT JAMES L II ETAL **In Care of:** **Address:** 2825 ADDISON DR GROVE CITY OH 431232001 **Lending Inst:**	**Property:** 4.44 AS Z MIDWAY **Map:** 424 **Parcel:** 0022 0000 0000 **Lot Size:** **Acreage:** **Book:** F114 **Page:** 969

Tax Class: 3	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

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

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	23760	23760	
Building	0	0	
Total	23760	23760	276.57

PAYMENTS RECEIVED:

	First Half	Second Half
Net	276.57	276.57
Discount	.00	.00
Interest	12.45	.00
Total	289.02	276.57
Date	03/31/2024	03/31/2024

Format for Printer

Click here to begin a new search.

Software Systems, Inc.
29 South University Avenue
Morgantown, WV 26508

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Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 10/7/2024		
Property Address:	280 Midway Drive	**Inspected By:** RY		
City, County:	Jane Lew Harrison County	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 280 MIDWAY ROAD, JANE LEW

Owner or Lessee: JAMES STRAIGHT II ETAL

In Care of: _____

Address: 2825 ADDISON DRIVE GROVE CITY OH 431232001

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

Time: _____

Date: SEPTEMBER 30, 2024

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

Harrison County Tax Parcel Viewer



Date: 10/16/2024

Joseph R. Romano
Harrison County Assessor

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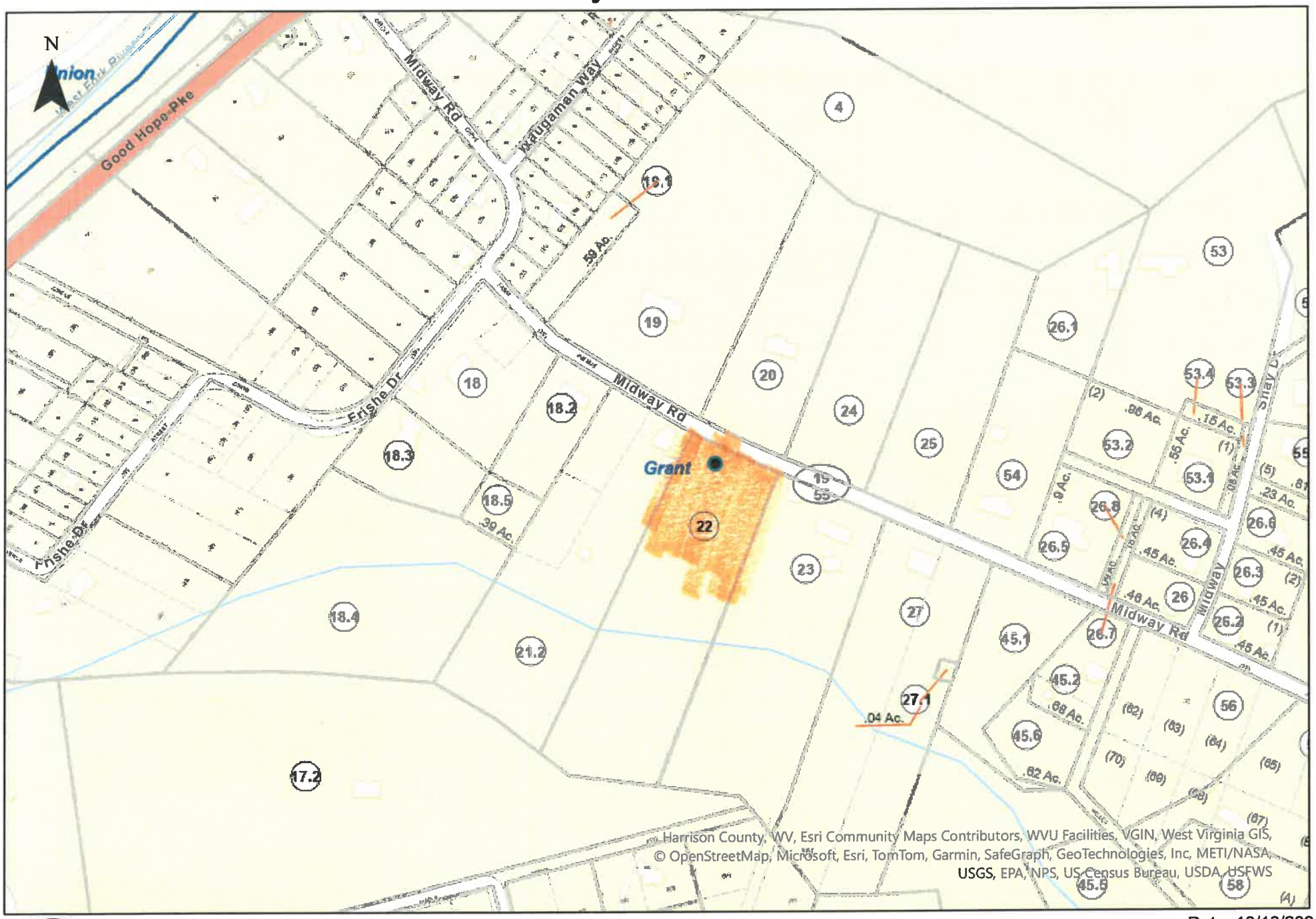
280 MIDWAY

0 0.01 0.03 0.06 0.09 0.12 mi

Harrison County Tax Parcel Viewer



Date: 10/16/2024

Joseph R. Romano
Harrison County Assessor

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280 MIDWAY

0 0.03 0.07 0.13 0.2 0.26 mi

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

NOTICE OF DEMOLITION ORDER

On the 13th day of November, 2024, a hearing was conducted before the County Commission of Harrison County, West Virginia in relation to alleged nuisance conditions located at 280 Midway Road, Jane Lew.

WHEREUPON, the County Commission heard and considered the testimony and evidence presented unto the County Commission at said hearing, and upon consideration thereof, the County Commission makes the following findings of fact:

1. All persons residing in or owning or having any interest in the property at issue had an opportunity to be heard at said hearing.

2. At the hearing convened on November 13, 2024, based on the evidence presented in said hearing, among others the testimony and presentation of the Harrison County Planning Department, the County Commission deliberated and determined that the foregoing property is dilapidated real property situate in Harrison County, West Virginia which requires immediate, emergency abatement withing the framework of the International Property Maintenance Code to correct the nuisance conditions.

Upon consideration of the foregoing, it is the **ORDER** and **JUDGMENT** of the County Commission of Harrison County, that emergency measures be taken to abate and remediate the nuisance conditions located at 280 Midway Road, Jane Lew.

The Clerk of the County Commission of Harrison County is hereby **ORDERED** to retain in his office an authentic copy of this Order.

ENTERED this 13th day of November , 2024.

_____

The Harrison County Commission, WV

By: _____

Its: _____

Dated: _____

10C

Property Owners Name	Vivian K Ables			Case# 603	
Address	346 Midway Road Jane Lew WV 26378				
Address of Property In Review	316 Midway Road Jane Lew WV 26378				
Date Of Complaint		Date of Notice		Date of Certified Mail	
Date of 1st Notice	4/5/2024	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	4/5/2024	Date of Served Process to Sheriff		Received Date of Certifiec Mail	
Date of Served Process to Sheriff	4/5/2024	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter		Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	4/9/2024	Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

Date: April 5, 2024

Case #603

Property Owner/Address

Vivian K Ables
346 Midway Road
Jane Lew, WV 26378

Identification/Location of Property

Address: 316 Midway Road
District: 12
Tax Map: 424
Parcel: 23

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Dilapidated Structure
2. Junked vehicles

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM





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: 0000038925 **Account Number:** 06294226

District: 12 - GRANT-OUTSIDE **More Info:** Details

Owner Name: ABLES VIVIAN K **In Care of:** **Address:** 346 MIDWAY RD JANE LEW WV 263787018 **Lending Inst:**	**Property:** 1 LOT 'Y' (4.62 AC) MIDWAY **Map:** 424 **Parcel:** 0023 0000 0000 **Lot Size:** **Acreage:** **Book:** 1193 **Page:** 65

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

DUE: First Half: Must pay Total Due Second Half: Must pay Total Due Total Due: 1144.25 If paid by: 04/30/2024

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	23940	23940	
Building	91500	91500	
Total	115440	95440	555.46

PAYMENTS RECEIVED:

	First Half	Second Half
Net	.00	.00
Discount	.00	.00
Interest	.00	.00
Total	.00	.00
Date	none paid	none paid

Format for Printer

Click here to begin a new search.

Software Systems, Inc.
23 South University Avenue
Morgantown, WV 26508

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316 MIDWAY RD.

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 10/7/2024		
Property Address:	316 Midway Drive	**Inspected By:** RY		
City, County:	Jane Lew, Harrison County	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 316 MIDWAY ROAD, JANE LEW 26378

Owner or Lessee: VIVIAN ABLES

In Care of: _____

Address: 346 MIDWAY ROAD, JANE LEW 26378

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

Time: _____

Date: SEPTEMBER 30, 2024

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

Harrison County Tax Parcel Viewer



Date: 10/16/2024

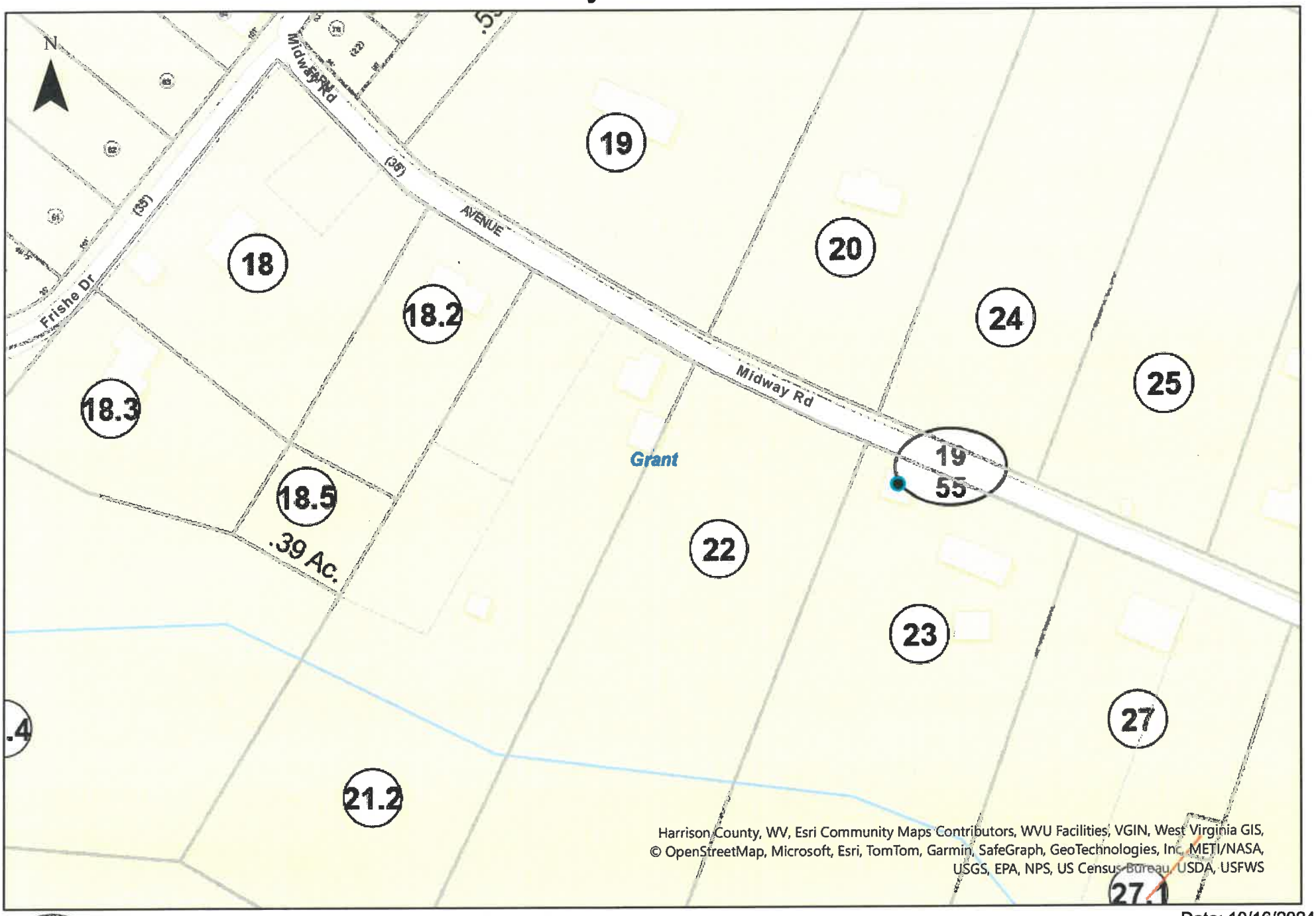
316 MIDWAY

0 0.01 0.01 0.03 0.04 0.06 mi

Joseph R. Romano
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

Harrison County Tax Parcel Viewer



Date: 10/16/2024

Joseph R. Romano
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

316 MIDWAY

0 0.01 0.03 0.06 0.09 0.12 mi

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

NOTICE OF DEMOLITION ORDER

On the 13th day of November, 2024, a hearing was conducted before the County Commission of Harrison County, West Virginia in relation to alleged nuisance conditions located at

316 Midway Road, Jane Lew.

WHEREUPON, the County Commission heard and considered the testimony and evidence presented unto the County Commission at said hearing, and upon consideration thereof, the County Commission makes the following findings of fact:

1. All persons residing in or owning or having any interest in the property at issue had an opportunity to be heard at said hearing.

2. At the hearing convened on November 13, 2024, based on the evidence presented in said hearing, among others the testimony and presentation of the Harrison County Planning Department, the County Commission deliberated and determined that the foregoing property is dilapidated real property situate in Harrison County, West Virginia which requires immediate, emergency abatement withing the framework of the International Property Maintenance Code to correct the nuisance conditions.

Upon consideration of the foregoing, it is the **ORDER** and **JUDGMENT** of the County Commission of Harrison County, that emergency measures be taken to abate and remediate the nuisance conditions located at 316 Midway Road, Jane Lew.

The Clerk of the County Commission of Harrison County is hereby **ORDERED** to retain in his office an authentic copy of this Order.

ENTERED this 13th day of November, 2024.

_____

The Harrison County Commission, WV

By:_____

Its: _____

Dated: _____

10D

Property Owners Name	Ashley Brady & Amber Fowler			Case# 546	
Address	210 Severna Parkway Martinsburg WV 25403				
Address of Property In Review	3044 Wilsonburg Road Clarksburg WV 26301				
Date Of Complaint		Date of Notice		Date of Certified Mail	
Date of 1st Notice	3/19/2024	Date of Certified Letter		Date of Served Process to Sheriff	
Date of Certified Letter sent	3/19/2024	Date of Served Process to Sheriff		Received Date of Certified Mail	
Date of Served Process to Sheriff	3/19/2024	Received Date of Certified Letter		Received Date of Served Process	
Received Date of Certified Letter		Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process		Hearing Date and Time		Court Date and Time	
Time for Correction	30 Days	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

Date: March 19, 2024

Case #596

Property Owner/Address

Ashley Brady & Amber Fowler
210 Severna Parkway
Martinsburg, WV 25403

Identification/Location of Property
Address: 3044 Wilsonburg Road
District: 07
Tax Map: 285
Parcel: 93

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. Dilapidated Structure

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

By: Robert Leonard

Robert Leonard
Code Officer, CFM


Mar 18, 2024 1:09:08 PM
2925 Wilsonburg Road
Clarksburg
Harrison County
West Virginia



3044 WILSONBURG RD

Property Condition Checklist				
Inspected Area:	**Site**	**Inspection Date:** 10/7/2024		
Property Address:	3044 Wilsonburg Road	**Inspected By:** RS		
City, County:	Clarksburg Harrison County	**Year Home Built:**		
Property Information:	**Qualification Observations**	**Yes**	**No**	**N/A**
Eligibility Criteria	Single Family Dwelling(one to four unit home)	✓		
	Property Vacant and/or abandoned	✓		
	Property a nuisance due to abandonment or adverse conditions	✓		
	Property exists in a predominatly rural area	✓		
Inspected Item	**Observable Deficiency**			
Health and Safety	Air Quality-Sewer Odor Detected		✓	
	Air Quality- Propane, Natural Gas, Methane Gas Detected		✓	
	Electrical Hazzard- exposed wires open panel service entrance		✓	
	Electrical Hazzardwater leaks on and/or near electrical equipment		✓	
	Excessive materials abandoned vehicle toxic substance tires		✓	
	Hazzards-sharp edges tripping		✓	
	Infestation Insects		✓	
	Infestation rats, mice or vermin		✓	
	Hazzards other		✓	
	Mold Visible Inside		✓	

NOTICE OF VIOLATION

Location: 3044 WILSONBURG RD, CLARKSBURG

Owner or Lessee: ASHLEY BRADY & AMBER FOWLER

In Care of: _____

Address: 210 SEVERNA PARKWAY ,MARTINBURG, WV 25403

Address: _____

Phone: _____

108.1.3 Structure unfit for human occupancy

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

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

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

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

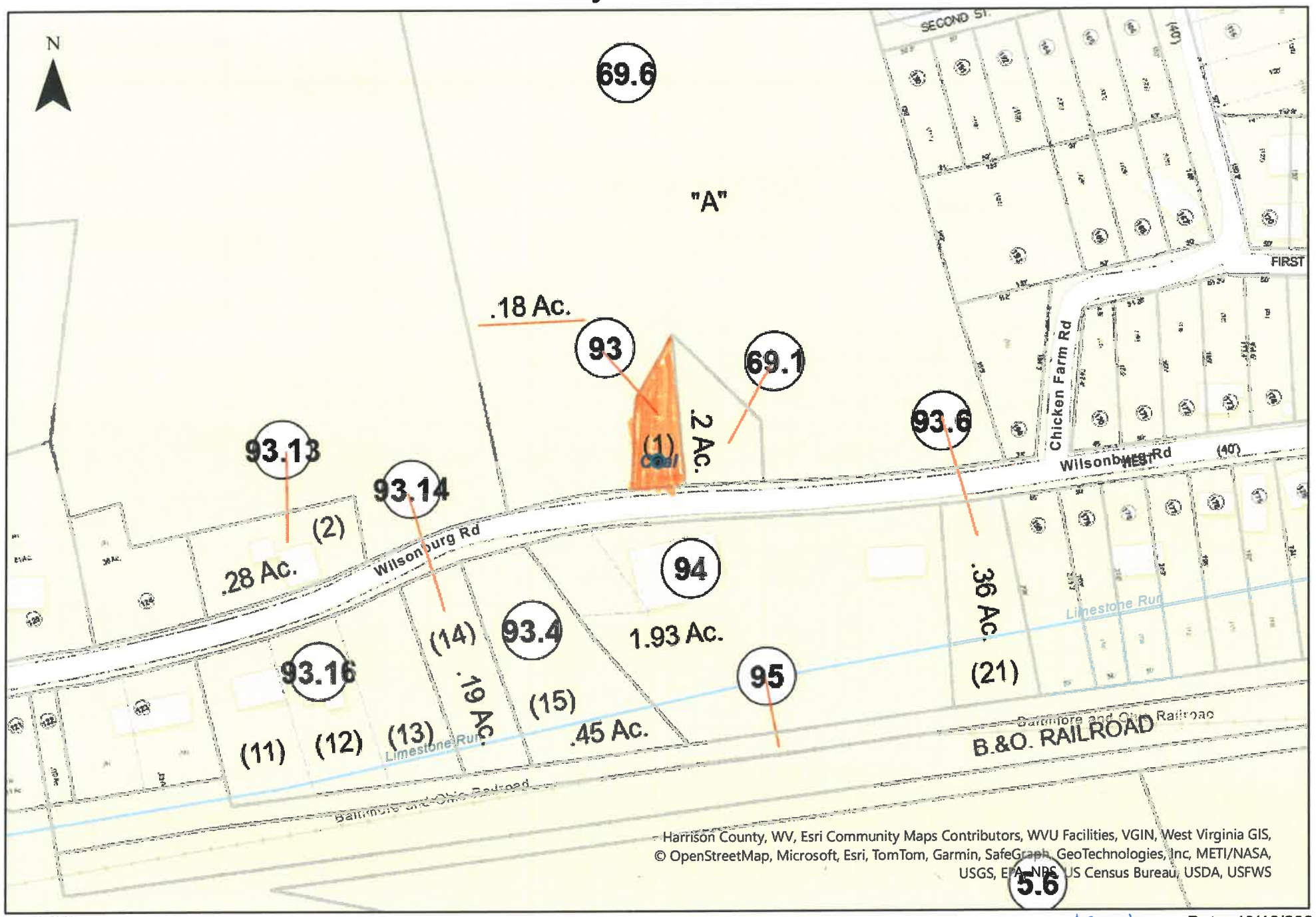
Time: _____

Date: SEPTEMBER 30, 2024

Copy Received by: _____

Code Enforcement Officer: ROBERT LEONARD

Harrison County Tax Parcel Viewer



3044 Wilsonburg Date: 10/16/2024

Joseph R. Romano
Harrison County Assessor

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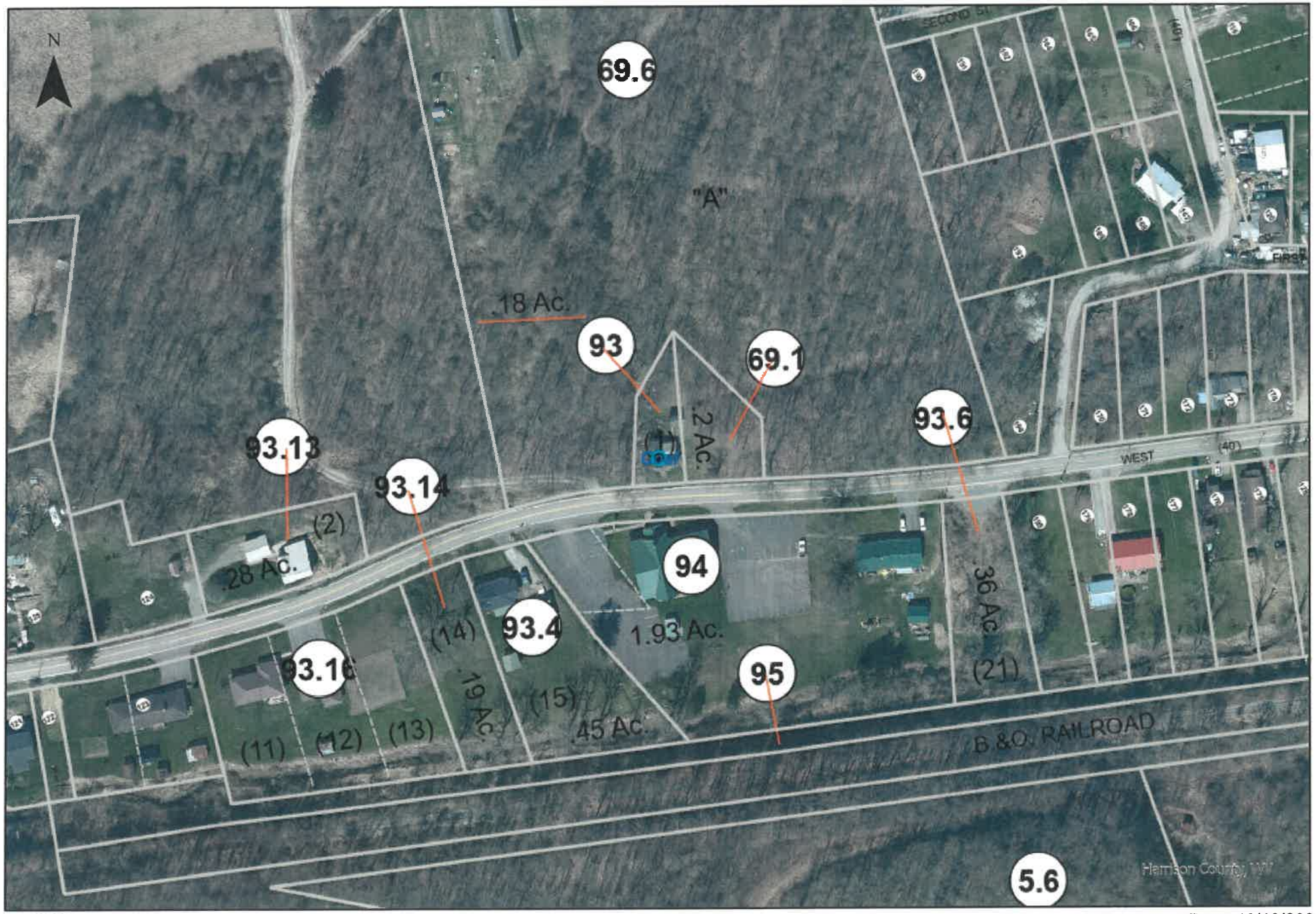
0 0.01 0.03 0.06 0.09 0.12 mi

Harrison County Tax Parcel Viewer



3044 WILSONBURG RD.

Date: 10/16/2024

Joseph R. Romano
Harrison County Assessor

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BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

NOTICE OF DEMOLITION ORDER

On the 13th day of November, 2024, a hearing was conducted before the County Commission of Harrison County, West Virginia in relation to alleged nuisance conditions located at 3044 Wilsonburg Road, Clarksburg.

WHEREUPON, the County Commission heard and considered the testimony and evidence presented unto the County Commission at said hearing, and upon consideration thereof, the County Commission makes the following findings of fact:

1. All persons residing in or owning or having any interest in the property at issue had an opportunity to be heard at said hearing.

2. At the hearing convened on November 13, 2024, based on the evidence presented in said hearing, among others the testimony and presentation of the Harrison County Planning Department, the County Commission deliberated and determined that the foregoing property is dilapidated real property situate in Harrison County, West Virginia which requires immediate, emergency abatement withing the framework of the International Property Maintenance Code to correct the nuisance conditions.

Upon consideration of the foregoing, it is the **ORDER** and **JUDGMENT** of the County Commission of Harrison County, that emergency measures be taken to abate and remediate the nuisance conditions located at 3044 Wilsonburg Road, Clarksburg.

The Clerk of the County Commission of Harrison County is hereby **ORDERED** to retain in his office an authentic copy of this Order.

ENTERED this 13th day of November, 2024.

_____

The Harrison County Commission, WV

By: _____

Its: _____

Dated: _____

11A

ACCESS AND REMEDIATION LETTER AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 1, Map 115, Parcel 17 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Mike Harris

Its _____

Dated: 11-4-2024 OWN

The foregoing Agreement was acknowledged before me this 4th day of November, 2024, by Mike Harris.

My commission expires June 29, 2026

Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

11B

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the _____ day of _____, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Frances Huntermark Tate individuals (collectively "the Parties").

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 5, Map 228, Parcel 17.9 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Francis Tate

Its Owner

Dated: OCT 22 - 24

The foregoing Agreement was acknowledged before me this 22 day of October, 2024, by Francis Tate.

My commission expires June 29, 2026

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

11C

ACCESS AND REMEDIATION LETTER AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 5, Map 920, Parcel 9 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Nicholek. Strother

Its William C Strother

Dated: 10-21-24

The foregoing Agreement was acknowledged before me this 21ST day of October, 2024, by MR & MRS. STROTHER

My commission expires June 29, 2026

Charlotte Shaffer

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

11D

ACCESS AND REMEDIATION LETTER AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 7, Map 1129, Parcel 86 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Its Owner

Dated: Oct 16, 2024

The foregoing Agreement was acknowledged before me this 16th day of October, 2024, by Susan Moore.

My commission expires June 29, 2026

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

11E

ACCESS AND REMEDIATION LETTER AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 5, Map 228, Parcel 24 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

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

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

Charles A Trent

Its Owner

Dated: 10-16-24

The foregoing Agreement was acknowledged before me this 16 day of October, 2024, by Charles Trent.

My commission expires June 29, 2025

NOTARY PUBLIC

[SEAL]

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

[insert Exhibit 1 – Nuisance Packet]

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

Memo

To: Laura Pysz

From: Rachel Romano

Date: October 29, 2024

Re: Budget Revision

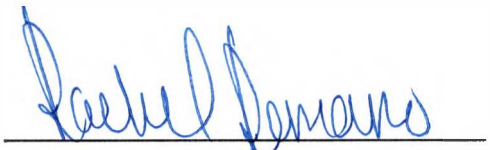
Please make the following line item budget revisions to the current 2024-2025 budget for the Prosecuting Attorney's Office:

From:

405-222 Dues & Subscriptions	$ 425.00

To:

405-240 Reimbursement	$ 375.00
405-349 Charges by Other Governments	$ 50.00



Signature Line

2000 Aviation Way
Bridgeport, WV 26330

NORTH CENTRAL WEST VIRGINIA AIRPORT

13

November 4, 2024

Mr. Todd E. Hooker
Deputy Director
West Virginia Department of Economic Development
1900 Kanawha Blvd East
Charleston, WV 25305-0311

Dear Mr. Hooker,

The North Central West Virginia Airport just completed construction of a 53,000 SF, $27 Million Airport Terminal Building. The new Terminal occupies approximately (17) seventeen acres of the West Virginia AeroTech Park that is directly off of Rt. 279 in Bridgeport.

We now have approximately (60) sixty acres remaining for present and future build-out. The 100 acre plot of land and the new Terminal were partially supported by a $10M grant and a $10M loan from Governor Justice. Presently we have interest from (2) entities to locate on this AeroTech Park site.

The completion of the entire New Terminal Facility Project will include the construction of a parallel Taxiway, Commercial Aircraft Apron, Loop and Access Road adjoining Route 279, and Parking Lots to accommodate approximately 600 vehicles. Based on the severity of the upcoming winter, the (4) four projects will be completed by May/June 2025.

Previously we had a traffic study performed and discussions were held with the WVDOH district office and some WVDOH members from Charleston. Some key points from the study noted that there is a sight distance issue involving (2) two unprotected left turns at the intersection of CKB Blvd and Route 279.

In recent conversation with the WVDOH Engineer Ted Whitmore and WVDOH Planning and Research Representative Perry Keller, they have recommended that we pursue the process for the use of Industrial Access Road funds toward the installation of a traffic signal. We have been in contact with Gina Jones at the Harrison County Commission per this application process.

Therefore, we are reaching out to you for your opinion to apply for Industrial Access Road Funds for this major safety concern involving the installation of a traffic signal to protect the users at this sight distance issue location.

If you have any further questions, feel free to contact Shawn Long at 610-751-8065 or Anthony Bellotte at 304-669-5033.

Shawn Long, Deputy Director

Shawn Long, Deputy Director

North Central WV Airport

Susan Thomas, President

Harrison County Commission

A1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, October 23, 2024, through Tuesday, October 29, 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, October 23, 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, **KAREN PHILLIPS** was appointed and qualified as ADMINISTRATRIX of the estate of **RONALD LEE PHILLIPS**, deceased. Bond was 100,000.00.

A duly exemplified copy of the last will and testament of **PATRICIA ANN DANIELS**, deceased, late a resident of LAKE, FLORIDA, was admitted to record.

On, Thursday, October 24, 2024, the following matters were disposed of in the presence of the Clerk:

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

KENNETH NEAL FRAZIER, who was named in the last will and testament of **DANIEL EUGENE STALNAKER**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Friday, October 25, 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, **GEORGE A WHITE** was appointed and qualified as ADMINISTRATOR of the estate of **JERRY LYNN WHITE**, deceased. Bond was 300,000.00.

A duly exemplified copy of the last will and testament of **EVELYN G CUMMINGS**, deceased, late a resident of RICHMOND, NORTH CAROLINA, was admitted to record.

On, Monday, October 28, 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, **ROBERT LEE STARKEY** was appointed and qualified as ADMINISTRATOR of the estate of **ROBERT LEE STARKEY JR**, deceased. Bond was 2,500.00.

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

KELVIN R HUDKINS, who was named in the last will and testament of **LAUREL L KLEIN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Tuesday, October 29, 2024, the following matters were disposed of in the presence of the Clerk:

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

BETH ANN THORNTON, who was named in the last will and testament of **LILA LYDICK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

B1

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA.

RODNEY KNIGHT, EXECUTOR/ADMINSTRATOR
OF THE ESTATE OF
NORMA L. KNIGHT

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Rodney Knight, Executor/Administrator, and all known heirs and distributes of the estate of Norma L. Knight, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 23 day of September 2024.

James A. Varner

Fiduciary Commissioner

United States of America

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

ESTATE OF Norma L. Knight, DECEASED

Social Security No: 236-56-3976 Date of Death: 1-2-2024

Report of Receipts, Disbursements and Distribution;
Affidavit

filed by Rodney Knight, _____ of the estate of Norma L. Knight, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source: Clarksburg	Amount:
	Home #1 2221 Gould Ave	201,997.58
	Home #2 1300 Goff Ave	63,871.34
	2010 Ford Focus	3,500
	Auction (Kaufman)	3,932.70
	Huntington Bank (checking)	4530.53
	TOTAL RECEIPTS:	276,932.15

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
	UTILITIES	6798.24
	Supplies (Brenda Scatchie)	3215.35
	Supplies & LAWN CARE	2619.11
	TAXES	1594.38
	TOTAL DISBURSEMENTS:	14,227.08

See bank statements

DISTRIBUTION:

TOTAL DISTRIBUTION: 262,705.07

Heirs

(1)	RODNEY D. KNIGHT	52,541.01
(2)	KATRINA K. KNIGHT	52,541.02
(3)	PAULA J. DENNISON	52,541.02
(4)	BRENDA L. SCOTCHIE	52,541.02
(5)	MADISON KNIGHT	26,270.50
	KIARA KNIGHT	26,270.50

CHAD KNIGHT

AFFIDAVIT:

Rodney D. Knight 9-12-24
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Rodney D. Knight, Admin. of the Estate of Norma L. Knight deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 12th day of September, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the _____ day of _____, _____.

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

My Commission expires: July 19, 2027 Gary E. Harbert Jr.
Notary Public

NOTARY SEAL

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Gary E Harbert Jr.
Varner & Van Volkenburg PLLC
360 Washington Avenue
Clarksburg, WV 26301
My Commission Expires July 19, 2027

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

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

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

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

B2

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

ANDREA JUNE ALFRED, EXECUTOR/ADMINSTRATOR OF THE ESTATE OF OTHA COMPTON JR	REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Andrea June ALfred, Executor/Administrator, and all known heirs and distributes of the estate of Otha Compton Jr., deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 26 day of Sept. 2024.

James A. Varner Sr.

Fiduciary Commissioner

United States of America

State of West Virginia

County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I,ANDREA JUNE ALFRED, personal representative(s) in the estate of OTHA COMPTON JR after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

ANDREA JUNE ALFRED Andrea June Alfred (L.S.)
EXECUTRIX

STATE OF WV COUNTY OF Harrison

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

My Commission expires: 11/24/2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Andrew J King
Harrison County Bank
1215 Johnson Ave Bridgeport WV 26330
My Commission Expires November 24, 2027

Notary Public

ANDREA JUNE ALFRED Andrea June Alfred (L.S.)
STEPDAUGHTER

STATE OF WV COUNTY OF Harrison

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

My Commission expires: 11/24/2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Andrew J King
Harrison County Bank
1215 Johnson Ave Bridgeport WV 26330
My Commission Expires November 24, 2027

Notary Public

SHAUN EGAN Shaun Egan (L.S.)
STEP GRANDSON

STATE OF WV COUNTY OF Harrison

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

My Commission expires: 11/24/2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Andrew J King
Harrison County Bank
1215 Johnson Ave Bridgeport WV 26330
My Commission Expires November 24, 2027

Notary Public

JUDITH WAY Judith A. Way (L.S.)
DAUGHTER

STATE OF WV COUNTY OF Harrison

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

My Commission expires: 11/24/2027

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Andrew J King
Harrison County Bank
1215 Johnson Ave Bridgeport WV 26330
My Commission Expires November 24, 2027

Notary Public

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

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

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

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

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Byrd
Deputy Clerk

B3

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

DANNY ROSS MOODISPAUGH
EXECUTOR OF THE ESTATE OF
MARY GERTRUDE MOODISPAUGH

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Danny Ross Moodispaugh, Executor/Administrator, and all known heirs and distributes of the estate of Mary Gertrude Moodispaugh, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 8th day of October 2024.

James Varner

Fiduciary Commissioner

United States of America

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

Affidavit and Waiver of Final Settlement

I,DANNY ROSS MOODISPAUGH, personal representative(s) in the estate of MARY GERTRUDE MOODISPAUGH after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

DANNY ROSS MOODISPAUGH Danny Moodispaugh (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 11TH day of September 2024.

My Commission expires: October 17, 2026 Wayne W. Hamlin
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Wayne W. Hamlin
1418 Pearlman Avenue
Clarksburg WV 26301
My Commission Expires October 17, 2026

ST. MARK'S LUTHERAN CHURCH David Mauer Council President (L.S.)
BENEFICIARY

STATE OF WVa COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 24th day of September 2024

My Commission expires: October 31, 2025 Kathryn R Burge
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kathryn R. Burge
KRB Properties, LLC
222 E. Main Street
Bridgeport, WV 26330
My Commission Expires Oct. 31, 2025

DANNY ROSS MOODISPAUGH Danny Moodispaugh (L.S.)
SON

STATE OF West Virginia COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 11TH day of September, 2024.

My Commission expires: October 17, 2026 Wayne W. Hamlin
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Wayne W. Hamlin
1418 Pearlman Avenue
Clarksburg WV 26301
My Commission Expires October 17, 2026

CHARLES MARTIN MOODISPAUGH Charles Martin Moodispaugh (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11TH day of September, 2024.

My Commission expires: October 17, 2026 Wayne W. Hamlin

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Wayne W. Hamlin
1418 Pearlman Avenue
Clarksburg WV 26301
My Commission Expires October 17, 2026

Notary Public

GREGORY BLAIR MOODISPAUGH Gregory Blair Moodispaugh (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11TH day of September, 2024.

My Commission expires: October 17, 2026 Wayne W. Hamlin

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Wayne W. Hamlin
1418 Pearlman Avenue
Clarksburg WV 26301
My Commission Expires October 17, 2026

Notary Public

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

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

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

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

John Spires

John R Spires
Clerk of the Harrison County Commission

By _____
Betty Cochran
Deputy Clerk

B4

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

HEATHER M. FINLY
EXECUTOR OF THE ESTATE OF
JILL MAXINE HOMONNAY

REPORT OF CLAIMS
AND WAIVER OF
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Heather M. Finly, Executor/Administrator, and all known heirs and distributes of the estate of Jill Maxine Homonnay, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 8th day of October 2024.

James A. Varner

Fiduciary Commissioner

United States of America

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

Affidavit and Waiver of Final Settlement

I,HEATHER H FINLY, personal representative(s) in the estate of JILL MAXINE HOMONNAY after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

HEATHER H FINLY Heather H Finly (L.S.)
EXECUTRIX

STATE OF West Virginia COUNTY OF Harrison

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

My Commission expires: March 11, 2026 Amanda McClain

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
AMANDA MCCLAIN
2126 Hamill Ave.
Clarksburg, WV 26301
My Commission Expires March 11, 2026

HEATHER H FINLY Heather H Finly (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

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

My Commission expires: March 11 2026 Amanda McClain

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
AMANDA MCCLAIN
2126 Hamill Ave.
Clarksburg, WV 26301
My Commission Expires March 11, 2026

MICHAEL THOMAS HOMONNAY _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

United States of America

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

Affidavit and Waiver of Final Settlement

I,HEATHER H FINLY, personal representative(s) in the estate of JILL MAXINE HOMONNAY after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

HEATHER H FINLY _____ (L.S.)
EXECUTRIX

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

HEATHER H FINLY _____ (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

MICHAEL THOMAS HOMONNAY Michael Thomas Homonnay (L.S.)
SON

STATE OF MA COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2024

My Commission expires: 08/09/2030 Kreshnik Halilaj
Notary Public

KRESHNIK HALILAJ
Notary Public, Commonwealth of Massachusetts
My Commission Expires August 09, 2030

MATTHEW G HOMONNAY (L.S.)
GRANDSON

STATE OF TENNESSEE COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 22 day of July, 2024.

My Commission expires: 09/14/2027

Notary Public

FORREST L. MOTE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires September 14, 2027

THOMAS A HOMONNAY (L.S.)
GRANDSON

STATE OF TENNESSEE COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 23 day of July, 2024.

My Commission expires: 09/14/2027

Notary Public

FORREST L. MOTE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires September 14, 2027

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

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

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

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

By _____

John R Spires
Clerk of the Harrison County Commission

Casey Blake
Deputy Clerk

B5

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

JANICE BORING-BITTINGER
EXECUTRIX OF THE ESTATE OF
BRICE WILLIAM BORING

REPORT OF RECEIPTS
DISBURSEMENTS AND
DISTRIBUTION

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Report of Receipts, Disbursements, and Distributions Affidavit of Janice Boring-Bittinger Ward Executrix and all known heirs and distributes of the estate of Brice William Boring, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 17th day of October 2024.

James Varner

Fiduciary Commissioner

United States of America

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

ESTATE OF Brice William Boring **, DECEASED**

Social Security No: _Ending in_5291_____ Date of Death: 6/2/24

Report of Receipts, Disbursements and Distribution; Affidavit

filed by Janice Boring-Bittinger, Executrix of the estate of Brice William Boring, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
	Sale of 2014 Cadillac XTS	$12,000.00
6/18/24	379 Series EE Bonds	$37,900.00
6/18/24	Huntington Bank	269,038.42
6/18/24	Truist Bank	$72,070.93
6/18/24	Edward Jones	~~$3,859.05~~
	TOTAL RECEIPTS:	$394,868.40

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
	Mon Power	$273.00
	Erie Insurance	$687.77
	Utilities: Water	$29.84
	Attorney and Fiduciary Commissioner Fees	$664.00
	Junk Alcoholics (Dumpstere Fee)	$569.66
	Shinnston Plumbing (Air Conditioner)	$5,750.00
	TOTAL DISBURSEMENTS:	$7974.27

DISTRIBUTION:

		$386,894.13
	TOTAL DISTRIBUTION:	
Brice Boring Family Trust	$386,884.13	
Robert Gilbert	$10.00	

AFFIDAVIT:

Janice Boring-Bittinger 10-11-24
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Janice Boring Bittinger, Executrix of the Estate of Brice Boring deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 11th day of October, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 11th day of October, 2024.

The foregoing instrument was acknowledged before me this 11th day of October, 2024.

My Commission expires: August 31, 2026 Micah Fisher
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Micah Fisher
Harrison County Clerks Office
229 S Third Street
Clarksburg, WV 26301
My Commission Expires 08/31/2026

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

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

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

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

B6

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

CHARLES BRADLEY SHINGLETON, EXECUTOR
OF THE ESTATE OF
PATRICIA ANN SHINGLETON

REPORT OF RECEIPTS
AND DISBURSEMENTS

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

The following is a Report of Receipts and Disbursements of Charles Bradley Shingleton, Executor/Administrator, and all known heirs and distributes of the estate of Patricia Ann Shingleton, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 22 day of October 2024.

James A. Varner Sr.

Fiduciary Commissioner

RECEIPTS

07/03/2024	Returned Check - Wrong Address	$	140.00
07/08/2024	Deposit - Last PEIA Check	$	992.46
08/12/2024	Deposit - Argyle Shingleton Checking Account	$	3,086.07
06/29/2024	Edward Jones Investments	$	1,002,518.20
05/29/2024	Checking Account	$	32,734.63
05/06/2024	House At 202 Emerson RD	$	200,000.00
		$	**1,239,471.36**

DISBURSEMENTS

05/06/2024	House Upon Death Deed To Brad Shingleton & Debby Randolph	$	(200,000.00)
06/12/2024	HAROLD PERINE PAYMENT - Lawn Care	$	(140.00)
06/20/2024	PURCHASE GRAHAM-SIMON PLUMBING - Repair Gas Line	$	(1,436.80)
07/02/2024	PURCHASE LOWE'S #1641 - Parts For Electrical Repair	$	(225.97)
07/03/2024	HAROLD PERINE PAYMENT - Lawn Care	$	(240.00)
07/11/2024	PURCHASE LOWE'S #1641 - Parts For Electrical Repair	$	28.30
07/12/2024	HUNTINGTON ATM CASH WITHDRAWAL - Dump Trailer	$	(400.00)
07/22/2024	PURCHASE GROGGS HOME SERVICES - Repair Air Conditioner	$	(418.98)
07/29/2024	HUNTINGTON ATM CASH WITHDRAWAL - Dump Trailer	$	(280.00)
08/01/2024	HUNTINGTON ATM CASH WITHDRAWAL - Pay Movers	$	(400.00)
08/06/2024	HAROLD PERINE PAYMENT - Lawn Care	$	(160.00)
08/12/2024	POS PAPA JOHN 1230 W. MAIN	$	(38.49)
08/12/2024	Varner & Van Volkenburg PLLC Lawyers Fee	$	(450.00)
08/16/2024	Property Tax - Emerson Rd	$	(1,366.88)
08/16/2024	Property Tax - Van	$	(31.44)
		$	**(205,560.26)**

DISTRIBUTION

	Starting Balance	$	1,033,911.10
	Emily Daugherty	$	(12,000.00)
	Kara Elko	$	(12,000.00)
	Serena Julian	$	(12,000.00)
	Marlayna Lewis	$	(12,000.00)
	Lucas Randolph	$	(12,000.00)
	Chris Shingleton	$	(12,000.00)
	Katy Shingleton	$	(12,000.00)
	Scott Shingleton	$	(12,000.00)
	Shawn Shingleton	$	(12,000.00)
	Lori Smarr	$	(12,000.00)
	Total 1 Percent Distribution	**$**	**(120,000.00)**

	Balance After 1 Percent Distribution	$	913,911.10
	Debby Randolph - 50 Percent Of Balance - Distribution	**$**	**456,955.55**
	Brad Shingleton - 50 Percent Of Balance - Calculation	**$**	**456,955.55**
07/17/2024	Brad Shingleton - Purchase House - Prior Distribution	$	150,000.00
	Brad Shingleton Final Distribution	**$**	**306,955.55**
	Estate Balance	$	-

AFFIDAVIT:

Charles Bradley Shingleton 8-19-2024
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Charles Bradley Shingleton, Administrator of the Estate of Patricia Ann Shingleton deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 19 day of August, 2024, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 19 day of August, 2024.

The foregoing instrument was acknowledged before me this 19th day of August.

My Commission expires: _____.

Gary E. Harbert Jr.
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Gary E Harbert Jr.
Varner & Van Volkenburg PLLC
360 Washington Avenue
Clarksburg, WV 26301
My Commission Expires July 19, 2027

NOTARY SEAL

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

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

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

By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

ReceiptDisbursement

B7

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

GEORGE D. HARPER, ADMINISTRATOR
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

CHESTER BURR HARPER, DECEASED

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

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

Your Commissioner certifies that this estate was referred to him on the 3rd day of July, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 6th day of October, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 7th and 14th days of August, 2024, the time so fixed being according to law; and that at the end of business hours on the 6th day of October 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of George D. Harper, Administrator of the estate of Chester Burr Harper, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week on the 15th day

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

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

Given under my hand this 16th day of October, 2024.

Robert L. Greer
Fiduciary Commissioner

United States of America

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

Affidavit and Waiver of Final Settlement

I,GEORGE D HARPER, personal representative(s) in the estate of CHESTER BURR HARPER after being first duly sworn do aver and state as follows:

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

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

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

4. No known unpaid claims exist against the estate;

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

GEORGE D HARPER George D Harper (L.S.)
ADMINISTRATOR

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 2nd day of October, 2024.

My Commission expires: June 7, 2025 Debra C Gray
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debra C Gray
Harrison County Bank
PO Box 98
Lost Creek, WV 26385
My Commission Expires June 07, 2025

GEORGE D HARPER George D Harper (L.S.)
BROTHER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 2nd day of October, 2024.

My Commission expires: June 7, 2025 Debra C Gray
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debra C Gray
Harrison County Bank
PO Box 98
Lost Creek, WV 26385
My Commission Expires June 07, 2025

SHIRLEY ANN JOHNSON Shirley Ann Johnson (L.S.)
SISTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 2nd day of October, 2024.

My Commission expires: June 7, 2025 Debra C Gray
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Debra C Gray
Harrison County Bank
PO Box 98
Lost Creek, WV 26385
My Commission Expires June 07, 2025

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

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

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

Given under my hand this _____day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Betty Cochran
Deputy Clerk

C1

HARRISON/TAYLOR 911 ADVISORY BOARD
MEETING MINUTES
11/07/2024

Call to order: 14:01

Previous Minutes: Motion to approve the September Meeting Minutes. Motion approved by Susan Thomas, Seconded by Orville Wright.

Introduction/Special Guests: None

OLD BUSINESS:

911 Hang-up calls adjusted to the National Standard
Pursuit Policy: On Hold
Promotion and Survey, Survey should be coming at anytime
911 Vehicle: is on its way, delivery date is the last week of October.

***CAD:**
Cad users were pushed out a CAD message, advising of the new security feature. 12 Hour Log-In, a reminder will alert to reset, or it will shut it down at the 12-hour mark.

New radio Features will include link layer authentication. It ensures your ID and prevents misuse of ID's. Blue Tooth signals are on the radios.

Training:
Classes scheduled at WVNCC, sending a total of 17 people, 911 Telecommunicators Conference (APCO) will offer training all in October.

December WVNCC is offering another slate of Classes. Chris Cutright will be hosting Two NENA Classes "in house" in the EOC in January. 911.

STAFFING:

5 new hires, completed orientation, and assigned a training officer.
1 has completed all training and hits the floor on Oct 25.
1 name has been submitted for hire, awaiting approval.

MAPPING:

NEW BUSINESS:

Transitioning to new fire walls as new cybersecurity initiatives are put in place.

Membership Quorum for meetings is extremely low, unknown if its lack of interest or scheduling. Several members have not attended a meeting the entire year. Next meeting we will review the State Code for Membership, and the By-Laws to see what may need changed in order to encourage attendance. Chief Mark Kiddy advised that time of day is an issue and would like to see early meetings. Next Meeting scheduled will be an A.M. meeting for discussion.

Robert Matheny, who filled Mike Secretos unexpired term from the NCWVLE is up the first of the year. NCWVLEC will need to appoint a new representative and provide a letter of appointment.

GOOD OF THE ORDER:

NEXT MEETING:

November 07,2024 at 10a.m.

ADJOURN:

Motion to adjourn was made by Marcus Shaw, seconded by Mark Kiddy. Meeting adjourned 14:47.

C2

HARRISON/TAYLOR 911 ADVISORY BOARD
AGENDA
11/07/2024

Call to order:
Previous Minutes: Motion to approve the October Meeting Minutes
Introduction/ special guests:

***OLD BUSINESS:**
Survey
Promotions

***CAD**

***TRAINING**

***STAFFING**

***MAPPING**

NEW BUSINESS:
Advancement in technology for TDD Calls
By-Laws and Membership-Quorum
Move to Code: New Date and Time

GOOD OF THE ORDER:

NEXT MEETING:
Pending

ADJOURN:

C3

Sun Valley Public Service District
Public Meeting
Merger of Lake Floyd PSD into Sun Valley PSD

Thursday
November 7, 2024
3:00PM

AGENDA

1. Call meeting to order
2. Public Meeting to discuss merger of Lake Floyd PSD into Sun Valley PSD
3. Public Comments
4. Adjournment

C4

Sun Valley Public Service District
Special Board Meeting
Sewer Phase IIIB Bond Closing

Thursday
November 7, 2024
4:00PM

AGENDA

1. Call meeting to order

2. To consider and act upon a proposed Bond Resolution entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF SUN VALLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA SRF PROGRAM); AND NOT MORE THAN $477,666 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2024 B (WEST VIRGINIA SRF PROGRAM/FORGIVABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

3. To consider and act upon a proposed Supplemental Resolution providing for the issuance of the Bonds.

4. To consider a Draw Resolution for the payment of invoices from the Bonds.

5. To consider a Sweep Resolution pertaining to the automatic payment of the Bonds to the Municipal Bond Commission.

6. To consider and act upon an Authorized Representative Resolution appointing a representative of the district to sign documents related to any DEP SRF form related to the Bonds.

7. Take necessary action related to the foregoing.

8. Adjournment

C5

Stonewood Firefighter's Festival

Proceeds benefit The Stonewood Volunteer Fire Department

Calming Fears, Easing Minds, Saving Lives
Pride is Their Pay

Laura Pysz-Laulis & Commissioners
Harrison County Commission
301 West Main Street
Clarksburg, WV 26301

October 5, 2024

Dear Mayor Terango & Council Members,

On behalf of the Stonewood Volunteer Fire Department (SWVFD), thank you for your generous support of the 2nd Annual Stonewood Firefighter's Festival. With your support, the event raised more than $38,000 for the Department, which ensures that critical emergency services will not be hindered.

This year the SWVFD was able to purchase, with event proceeds, a new Jaws of Life Hydraulic Rescue System for use when rescuing accident victims in the field. The members of the department were able to demonstrate the new equipment at this year's event. Below is a photo from the demonstration.



Because of your support, we were able to add more entertainment options, new carnival rides and stage the first Miss Stonewood Volunteer Fire Department pageant. Julie Koontz was named the overall winner of the pageant and will represent the department at the WV Fairs & Festival Pageant in January 2025. Below is a photo of Julie and Miss West Virginia, Jennifer Reuther, who hosted the pageant.





The Stonewood Volunteer Fire Department is devoted to providing the City of Stonewood and surrounding area with the best emergency services possible. Our volunteer members are proud of their commitment to the community and give their time to meet their needs.

The Department could not do what it does without the generous support of a caring and participatory community. We are thankful that you are part of our community. Thank you again for your sponsorship of the Stonewood Firefighters Festival and the Department. We hope to see you next August 1-3, 2025, for the third annual festival.

With warm regards.

Randall Glaspell, President
Stonewood Volunteer Fire Department

Ron Woods, Chief
Stonewood Volunteer Fire Department

Stonewood Firefighter's Festival

Calming Fears, Easing Minds, Saving Lives
Pride is Their Pay

THANK YOU

FOR YOUR SUPPORT OF OUR COMMUNITIES FIRST RESPONDERS

Harrison County Commission

Sponsor 2024 2nd Annual Stonewood Volunteer Firefighter's Festival

Randy Glaspell, President

Ron Woods, Chief

C6

Form 990 Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundatio

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990* for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning 07/01/23 , and ending 06/30/24

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: STONEWOOD VOLUNTEER FIRE DEPARTMENT

Doing business as:

Number and street (or P.O. box if mail is not delivered to street address): 8081 PLAINWOOD AVENUE

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: STONEWOOD WV 26301

D Employer identification number: 31-1070828

E Telephone number:

G Gross receipts $: 176,349

F Name and address of principal officer:
KIM NICHOLSON
8081 PLAINWOOD AVENUE
STONEWOOD WV 26301

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (4) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: N/A

H(c) Group exemption number:

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1984

M State of legal domicile: WV

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
PROVIDE FIREFIGHTER SERVICE TO THE AREA OF STONEWOOD

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	7
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	7
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Client Copy

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	182,151	141,230
9	Program service revenue (Part VIII, line 2g)		0
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		645
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	182,151	141,875
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	123,305	129,353
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	123,305	129,353
19	Revenue less expenses. Subtract line 18 from line 12	58,846	12,522

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	563,555	558,559
21	Total liabilities (Part X, line 26)	280,239	262,721
22	Net assets or fund balances. Subtract line 21 from line 20	283,316	295,838

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: KIM NICHOLSON TREASURER — Date:

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
ZACHARY D. DOBBINS	ZACHARY D. DOBBINS	10/28/24		P01214233

Firm's name: BENNETT & DOBBINS PLLC — Firm's EIN: 26-0383872

Firm's address: 317 CLEVELAND AVE FAIRMONT, WV 26554-1604 — Phone no. 304-366-4295

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
PROVIDE FIREFIGHTER SERVICE TO THE AREA OF STONEWOOD

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 129,353 including grants of $) (Revenue $)
PROVIDE FIREFIGHTER SERVICE TO THE AREA OF STONEWOOD

4b (Code:) (Expenses $ including grants of $) (Revenue $)
N/A

4c (Code:) (Expenses $ including grants of $) (Revenue $)
N/A

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 129,353

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 0			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b		
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.		17		

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	7		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	7		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed None

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☐ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

KIM NICHOLSON 8081 PLAINWOOD AVENUE

STONEWOOD WV 26301 304-622-1199

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RANDALL GLASPELL	0.00									
PRESIDENT	0.00	X						0	0	0
(2) KRISTIN MALLOW	0.00									
VICE PRESIDENT	0.00	X						0	0	0
(3) MACKENZIE MALLOW	0.00									
BOARD MEMBER	0.00	X						0	0	0
(4) CHEYENNE MCHENRY	0.00									
SECRETARY	0.00	X						0	0	0
(5) HARRISON MILLER	0.00									
BOARD MEMBER	0.00	X						0	0	0
(6) KIM NICHOLSON	0.00									
TREASURER	0.00	X						0	0	0
(7) TYLER PRITCHARD	0.00									
BOARD MEMBER	0.00	X						0	0	0
(8) RON WOODS	0.00									
CHIEF	0.00	X						0	0	0
(9)										
(10)										
(11)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	108,329				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	32,901				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a–1f			141,230			
Program Service Revenue		Business Code					
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a–2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)						
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18	8a	35,119				
	b Less: direct expenses	8b	34,474				
	c Net income or (loss) from fundraising events			645			
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a						
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a–11d						
	12 **Total revenue.** See instructions			141,875	0	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	3,000	3,000		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	13,233	13,233		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	73,979	73,979		
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a FIREFIGHTER SUPPLIES	39,141	39,141		
b				
c				
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	129,353	129,353	0	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		104,273	1	115,000
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges			9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,591,659			
	b	Less: accumulated depreciation	10b 1,148,100	459,282	10c	443,559
	11	Investments—publicly traded securities			11	
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		563,555	16	558,559
Liabilities	17	Accounts payable and accrued expenses			17	
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		280,239	25	262,721
	26	**Total liabilities.** Add lines 17 through 25		280,239	26	262,721
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		283,316	27	295,838
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		283,316	32	295,838
	33	Total liabilities and net assets/fund balances		563,555	33	558,559

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	141,875
2	Total expenses (must equal Part IX, column (A), line 25)	2	129,353
3	Revenue less expenses. Subtract line 2 from line 1	3	12,522
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	283,316
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	295,838

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization

STONEWOOD VOLUNTEER FIRE DEPARTMENT

Employer identification number

31-1070828

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(4) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33$^{1}/_{3}$% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization
STONEWOOD VOLUNTEER FIRE DEPARTMENT

Employer identification number
31-1070828

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A	$ 78,329	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	N/A	$ 30,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	N/A	$ 14,860	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

STONEWOOD VOLUNTEER FIRE DEPARTMENT

Employer identification number

31-1070828

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Protection of natural habitat
☐ Preservation of open space
☐ Preservation of a historically important land area
☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	
b Total acreage restricted by conservation easements	2b	
c Number of conservation easements on a certified historic structure included on line 2a	2c	
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ____ %
b Permanent endowment ____ %
c Term endowment ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				

Part VII Investments – Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col. (B))*		

Part VIII Investments – Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) FIRE ENGINE LOAN	262,721
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	262,721

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIII Supplemental Information *(continued)*

SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

STONEWOOD VOLUNTEER FIRE DEPARTMENT

Employer identification number

31-1070828

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fund-raiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 FIRE FIGHTER FE (event type)	(b) Event #2 (event type)	(c) Other events None (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	35,119			35,119
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	35,119			35,119
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	34,474			34,474
	10 Direct expense summary. Add lines 4 through 9 in column (d)				34,474
	11 Net income summary. Subtract line 10 from line 3, column (d)				645

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ☐ No %	☐ Yes ☐ No %	☐ Yes ☐ No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ and the amount of gaming revenue retained by the third party $

c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation $

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

STONEWOOD VOLUNTEER FIRE DEPARTMENT

Employer identification number

31-1070828

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

990 IS REVIEWED AT A MEETING

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

UPON REQUEST

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning 7/01, 2023, and ending 6/30, 20 24

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

Name of filer

EIN or SSN

STONEWOOD VOLUNTEER FIRE DEPARTMENT | 31-1070828

Name and title of officer or person subject to tax: KIM NICHOLSON
TREASURER

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	[X]	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b 141,875
2a	**Form 990-EZ** check here	[ ]	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b
3a	**Form 1120-POL** check here	[ ]	b	**Total tax** (Form 1120-POL, line 22)	3b
4a	**Form 990-PF** check here	[ ]	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b
5a	**Form 8868** check here	[ ]	b	**Balance due** (Form 8868, line 3c)	5b
6a	**Form 990-T** check here	[ ]	b	**Total tax** (Form 990-T, Part III, line 4)	6b
7a	**Form 4720** check here	[ ]	b	**Total tax** (Form 4720, Part III, line 1)	7b
8a	**Form 5227** check here	[ ]	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b
9a	**Form 5330** check here	[ ]	b	**Tax due** (Form 5330, Part II, line 19)	9b
10a	**Form 8038-CP** check here	[ ]	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize BENNETT & DOBBINS PLLC to enter my PIN 70828 as my signature
ERO firm name
Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date 10/28/24

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

****
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ZACHARY D. DOBBINS Date 10/28/24

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

C7

Sun Valley Public Service District
Regular Board Meeting

Tuesday
November 12, 2024
3:30PM

AGENDA

1. Call meeting to order

2. Reading of the Minutes and Approval of Check Signing Document

3. Manager's Report

4. Old Business
   A. Review & Approve 4th Payment Request for Phase III-A Sewer Collection System Upgrades Project
   B. Discuss & Approve merger of Lake Floyd PSD into Sun Valley PSD

5. New Business

6. Public Comments

7. Adjournment