Harrison County Commission Meeting
Wednesday, December 11, 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

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Tami Henline – County Commission – Discharge – Effective December 6, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Special Opioid Meeting Minutes for October 24, 2024
   - **B.** Regular Meeting Minutes for November 13, 2024
   - **C.** Regular Meeting Minutes for November 20, 2024
   - **D.** Regular Meeting Minutes for December 4, 2024
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** Sun Valley ARPA #5 - $62,431.98
   - **B.** EHPSD ARPA - $48,071.55
   - **C.** 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 2008A - $3,357.83
   - **B.** Series 2019 A&B - $8,888.50
   - **C.** Series 2021 B - $449,382.00

8. **Review—Discuss—Consider** MOU agreeing to obligate ARPA funds previously designated as Revenue Replacement. New Federal guidance requires all Revenue Replacement funds to be obligated to a specific project or use by December 31, 2024. A legal agreement must exist showing such obligations. The Harrison County Commission previously allotted $983,690 to Revenue Replacement and of that amount, $800,000 was specifically designated to be used for the "North Rail Trail/North Bend Connector Project (2-22-2022 Commission meeting). The remaining $183,690 was not officially designated, but potential uses discussed were the construction of the Animal Control Facility, or the Agriculture Barn. Obligations must be in specific amounts for each project. Regardless of the use, all funds must be spent by December 31, 2026.
9. **Review—Discuss—Consider** Merger of Lake Floyd PSD into Sun Valley PSD
    - **A.** Accept resignation letters from Lake Floyd board members
    - **B.** Appoint Sun Valley board members as interim Board for Lake Floyd during merger process
    - **C.** Review and Approve the attached draft Order Proposing the Merger
    - **D.** Setting a date for a Public Hearing(s) – must be 20 days out from the Order
10. **Review—Discuss—Consider** Access and Remediation Letter Agreement for:
    - **A.** Megan Wilson – Chub Run Road
    - **B.** Robert Cork – Vine Street
11. **Review—Discuss-- Consider** Temporary Easement Agreement between Harrison County Commission and Hope Gas
12. **Review—Discuss—Consider** Releasing two active Deeds of Trust for Orpha Webster property
13. **Review—Discuss—Consider** Request to Travel for Pegi Bailey from OEM to go to 2025 Planning Summit at Stonewall Resort on January 29th and 30th
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.** November 27, 2024 through December 3, 2024
- **B. Monthly Fiduciary Commission Settlements: (NONE)**
- **C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    - **1.** Enlarged Hepzibah PSD Regular Board Meeting November 4, 2024
    - **2.** SunValley PSD Regular Board Meeting Minutes November 12, 2024
    - **3.** SunValley PSD Financial Information November 2024

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

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

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
12/6/2024		| | |-| | |-| | | |
NAME: Tami Jo Henline		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 401 / 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) Pay out any remaining vacation time

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER: Laura Ryder	DATE: 12/6/2024

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4-A

At the Special Opioid meeting of the County Commission of Harrison County held on Thursday October 24, 2024, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis - County Administrator, Michelle Tonkin – Director of Special Projects and John Spires - County Clerk. Commissioner Thomas opened the meeting.

1. Public Comment Period: Tommy Lopez – Village Square, spoke of Village Square application being denied. Mr. Lopez stated that he came to educate the Commission on the Village Square Project and how the funding can be utilized to create a Community Opioid Avoidance, Education and Recreation Center.

2. Review—Discuss—Consider the Opioid Boards Recommendation of Benefactors for the Opioid Settlement Funds: Thomas thanked the Committee for their difficult work. Hinkle thanked Committee and stated that all details about the Opioid funds are still unknown in regards to track spending and what is required when the funds are distributed. Michelle Tonkin – Director of Special Projects, spoke of potential funding requirements, cautioned those receiving funds that there will specific levels of detail to report once funds are received and that she will be the contact. Laura Pysz-Laulis of recipients' role in reporting to the Commission. Thomas read item 1. – Highland Hospital. Rachel Romano – Committee for Opioid Funds, spoke of Equine Therapy and how it will benefit mental health, substance use and opioid use disorders. Hinkle asked how it could be properly applied per the Memorandum of Understanding (MOU). Committee received more detailed rules on spending late and followed the original MOU strictly. Laura Pysz-Laulis spoke on the reason 13 through 17 being denied because of the projects not falling into a category in the MOU at the time but encourage them to apply again. Michelle Tonkin stated that she would like the committee to specify what category each item falls under. Rachel Romano stated that the Commission should have asked for the specifications prior to the meeting but she is happy to do this at a later time if more specific categorization is required. Hinkle stated that he asked this meeting to be delayed to allow for more information to be brought to the Commission. Thomas stated that she is confident that they can move forward now with the recommendation from the Committee for Opioid Funds. Trecost motioned to accept 1 through 12 based on the recommendation of the committee to allocate the funds, noting that number 8 is specifically for 2 years and have the county administrator track where the money has been spent. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

AGENCY	$$ REQUESTED	WHAT FOR	$$ RECOMMENDATION
1. Highland Hospital	$67,600	Equine Therapy	$35,769.25
2. Highland Hospital	$101,422 12	passenger Van	$55,000
3. NCWV Homeless Coalition	$19, 000	Security Deposit Assistance	$19,000
4. Health Access	$65,000	Dentist	$65,000
5. Clarksburg Baptist	$15,200	Celebrate Recovery	$15,200
6. Horizons Church	$15,000	Celebrate Recovery	$15,000
7. Stars and Strides	$152,000	Therapist & Equine Specialist (2 years)	$152,000
8. Sheriff's Office	$200,000	DARE Officer (2 years)	$200,000
9. Healthy Harrison	$63,500	Recovery Success Stories	$63,500
10. Change Initiative	$105,820	Phoenix Recovery House Expenses	$105,820

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11. Public Defender Corp	$120,000	Peer Recovery Person Salary (1 year)	$60,000
12. Clarksburg Mission	$28,097	Resurrection Program Salaries	$28,097
			$814,386.25
13. Wolfe Rentals	$200,000	Women's Recovery House	$0
14. Recovery Alive	$100,000	Recovery Home Salem	$0
15. United Way	$150,000	Street Outreach	$0
16. Public Defender Corp	$65,000	Staff Salaries	$0
17. Village Square	$50, 000	Feasibility Study	$0

TOTAL MONEY TO EXPEND IS: $814,386.25 (THIS INCLUDES HEALTH DEPT ONLY TAKING $25K AND NOT $75K)

Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

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At the regular meeting of the County Commission of Harrison County held on Wednesday November 13, 2024, Commissioners Susan Thomas and Patsy Trecost II were present. Commissioner David Hinkle was absent. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator, and Trey Simmerman, County Attorney. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period:** NONE
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Trecost moved to approve items A through E with the correction from Ms. Laura Pysz-Laulis. Commission concurred.
    - **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:** Trecost moved to approve A and B. Commission concurred.
    - **A.** Regular Meeting Minutes for September 25, 2024
    - **B.** Regular Meeting Minutes for October 2, 2024
5. **Requisitions --- Purchase Orders --- Invoices:** Trecost moved to approve A through D. Commission concurred.
    - 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:** Trecost moved to approve A. 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**

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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 A through C. Commission concurred.

A. Series 2008 A - $915.00
B. Series 2021 A&B - $825.00
C. Series 2019 A&B - $5,903.75

10:05 A.M. --- Nuisance Property – Scott Burnside – Bridgeport, Old Car Wash: Charlotte Shaffer explained what has been done to date. Trecost moved to allow until January 2, 2025 for clean up. Commission concurred.

8. **Review—Discuss—Consider** Agreement between Harrison County Commission and the Opioid Fund recipients: Laura Pysz-Laulis spoke on the agreement and the reimbursement process. Trecost moved to approve the MOU. Commission concurred.

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: Jason Martin gave an overview of the event. Trecost moved to allocate $1,500.00 for the Turkey Trot. Commission concurred.

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.
   Kevin Short, from the PSD, and Zach Dobbins, Bennett & Dobbins, were present. Mr. Short outlined progress and future plans. Mr. Dobbins spoke of PSD mergers. Trecost moved to approve the reallocation of funds to the Enlarged Hepzibah PSD#3. Commission concurred. Trey Simmerman, County Attorney, would like to send letters to the affected PSDs.
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

    Charlotte Shaffer, Director of Planning, explained that the properties are either burned or unsafe. Trecost moved to approve A through D. Commission concurred.
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

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E. Charles Trent 888 Gypsy Hollow Road, Gypsy

Charlotte Shaffer advised that all owners have agreed to demolition. Trecost moved to approve letters. Commission concurred.

12. **Review—Discuss—Consider** Budget Revisions for Prosecuting Attorney: Trecost moved to approve the revisions for the Prosecuting Attorney. Commission concurred.
13. **Review—Discuss—Consider** Letter to West Virginia Department of Economic Development Office in regards to eligibility for Industrial Access Road Grant: Anthony Bellotte spoke of funds available and the desire to submit request for funds. Gina jones, Director of Grants, spoke on initial scope and current plan. Trecost made a motion to moved forward and affix signature. Commission concurred.
14. **Administrator's Report:** Laura Pysz-Laulis thanked the Planning Department for great work on the demolition of dilapidated houses. Ms. Pysz-Laulis advised that there is old tire drop off set up at the Harrison County Parks and Recreation Center.
15. **Commissioner Comments – Questions:** Commissoner Thomas thanked the County Clerk's office for the Election Canvas going well.

    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 November 20, 2024, Commissioners Susan Thomas and Patsy Trecost II were present. Commissioner David Hinkle was present via ZOOM. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator, and Trey Simmerman, County Attorney. Commissioner Thomas opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period:** Rhett Dusenberry, Congress Mooney Representative, offered grant assistance.
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Trecost moved to approve A through G. Commission concurred.
   - **A.** Lauren Nesbitt – Planning Department – Retirement – Effective November 22, 2024
   - **B.** Wayne Worth – Community Corrections – Promotion to Deputy Director – Effective December 25, 2024
   - **C.** Melissa Owens – Community Corrections – Salary to Hourly – Effective December 25, 2024
   - **D.** Perry Thompson – Community Corrections – Resignation – Effective November 8, 2024
   - **E.** Mary Squires – Community Corrections – Promotion to Supervising Case Manager – December 25, 2024
   - **F.** Cherra Taylor – Community Corrections – Re-Eval – Effective December 25, 2024
   - **G.** Michael Sadler – Parks & Rec – New Hire – Effective December 2, 2024
4. **Minutes and/ or Amended Minutes of Previous Meetings (NONE)**
5. **Requisitions --- Purchase Orders --- Invoices:** Trecost moved to approve A through C. Commissioner Hinkle and Commissioner Trecost voted in favor. Commissioner Thomas voted against. Motion carried.
   - A. City of Salem ARPA - $21,841.50
   - B. Sun Valley ARPA - $33,951.83
   - **C.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:** Trecost moved to approve A. Commission concurred.
   - **A.** Exonerations – 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**

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Pointe Project No. 2- North Land Bay Improvements: Trecost moved to approve 7A. Commission concurred.

A. Series 2008A - $487.00

8. **Review—Discuss—Consider** Consideration of entry of an Order by the Commission which would complete proceedings to extend the property tax increment financing district known as Harrison County Development District No. 3- White Oaks by fifteen years and related matters: Jason Turner, Bond Counsel for the Commission from Steptoe and Johnson, gave an overview of the extension. Trecost moved to approve and affix signatures. Commission concurred.
9. **Review—Discuss—Consider** Awarding the Demolition Bid for Round four of DEP Demolition Program: Laura Pysz-Laulis recommended Beatty Construction. Trecost moved to award as stated. Commission concurred.
10. **Review—Discuss—Consider** Certifying Election Results: Trecost moved to approve the certification of election results. Commission concurred.
11. **Review—Discuss—Consider** status of Goldizen/United International, Inc. rail trail negotiations and acquisition (potential executive session pursuant to W.Va. Code 6-9A-4 to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the County Commission): Trecost moved to enter into executive session pursuant to W.Va. Code 6-9A-4. Commission concurred.
    Trecost moved to exit executive session and enter into regular session. Commission concurred. Trecost moved to update property appraisal by staff. Commission concurred.
12. **Review—Discuss—Consider** Reappointing Mr. Richard G. Dale to the Sun Valley Public Service District Board: Trecost moved to approve. Commission concurred.
13. **Administrator's Report:** Laura Pysz-Laulis gave an update on the parking lot across from Community Corrections as well as the new lots purchased on Washington Avenue behind the Courthouse.
14. **Commissioner Comments – Questions:** Commissioner Trecost thanked Johnny Anguilli, from Liberty High School, for being present at the Commission meeting.

    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 December 4, 2024, Commissioners David Hinkle and Patsy Trecost II were present. Commissioner Susan Thomas was absent. Also present were John Spires, County Clerk and Trey Simmerman, County Attorney. Laura Pysz-Laulis, County Administrator, was present via ZOOM. Commissioner Hinkle opened the meeting and Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period:** NONE
2. **Consent Agenda:** Trecost moved to approve. Commission concurred.
3. **Payroll Change Notices:** Trecost moved to approve A through G. Commission concurred.
    - **A.** Christen Tomes – Prosecuting Attorney – Resigned – Effective December 13, 2024
    - **B.** Nicole Warner – Prosecuting Attorney – Re-hired – Effective December 30, 2024
    - **C.** Marra Menendez – Prosecuting Attorney – Quit – Effective November 21, 2024
    - **D.** Tiara Weisenberger – Prosecuting Attorney – New Hire – Part-time Temporary – Effective December 4, 2024
    - **E.** David Romano – Prosecuting Attorney – 2024 Contract Pay – Effective December 4, 2024
    - **F.** Rocky Romano – Prosecuting Attorney – New Hire – Effective January 2, 2025
    - **G.** Hazel Rader – Commission Office – Retirement – Effective January 3, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings:** Trecost move to approve. Commission concurred.
    - **A.** Regular Meeting Minutes for October 9, 2024
    - **B.** Regular Meeting Minutes for October 23, 2024
    - **C.** Regular Meeting Minutes for October 30, 2024

10:05 A.M. --- Special Funding Request from American Legion Post 31 requesting $2,000 for Mountaineer Boys State and Girls State Programs: Cliff Shingleton from American Legion Post 31 explained the funding request in the amount of $2,000.00. Trecost moved to approve funds in the amount of $2,000.00. Commission concurred.

5. **Requisitions --- Purchase Orders --- Invoices:** Trecost moved to approve. Commission concurred.
    - **A.** Town of Lumberport – Precision Pump and Valve Invoice - $159,887.00
    - **B.** Vendor List of Payments

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6. **Exonerations --- Corrective Tickets --- Joint Property Applications:** Trecost moved to approve. Commission concurred.
    A. Exhibit A – Exonerations
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 items A, B and C. Commission concurred.
    A. Series 2008 A - $5,425.00
    B. Series 2019 A&B - $8,137.50
    C. Series 2021 A&B - $225.00
8. **Review—Discuss—Consider** Declaring the following addresses as an Emerygency Nuisance within the frame work of the International Property Maintenance Code Ordinance so that emergency measures/abatement can be commenced: Trecost moved to approve items A through G. Commission concurred.
    A. 27 Main Street, Enterprise
    B. 36 Nelms Street, Clarksburg
    C. 108 Chicken Farm Road, Clarksburg
    D. 30 Redclover Road, Clarksburg
    E. 144 Chad Street, Clarksburg
    F. 140 Chicken Farm Road, Clarksburg
    G. 164 Chicken Farm Road, Clarksburg
9. **Review—Discuss—Consider** Access and Remediation Letter Agreement for: Trecost moved to approve. Commission concurred.
    A. Sheila and Michael Cottrill
    5289 Sycamore Road, Clarksburg
    B. Donna Leaseburg
    5128 Garfield Street, Clarksburg
    C. Elizabeth and Ernest Keesecker Jr.
    2337 and 2347 Wilsonburg Road, Clarksburg

10:10 A.M. --- Special Funding Request from Northern Appalachian Coal Mining Heritage Association requesting $1,500 for Interactive Exhibits and Educational Programing: Trecost moved to approve funding in the amount of $1,500.00. Commission concurred.

10. **Review—Discuss—Consider** Requesting Ethics Advisory Opinion related to Chief Deputy/Administrator job posting and hiring process/procedure: Commissioner Hinkle would like an ethics opinion. Laura Pysz-Laulis advised that it is at no cost. Hinkle moved to have staff obtain an ethics opinion at no cost. Commission concurred.
11. **Review—Discuss—Consider** Increasing the Engagement letter threshold with Steptoe and Johnson from 65K (Potential executive session of the Commission pursuant to W.Va. Code 6-9A-4(b)(ix) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or

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other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the County Commission.) Commissioner Hinkle wanted executive session. Commissioner Trecost did not. Trecost moved to increase the threshold from $65,000.00 to $85,000.00. Tom Aman spoke of potential release of leins and FOIA requests. Commissioner Hinkle asked Mr. Aman if an agreement is possible. Mr. Aman stated that there is no guarantee that the outside parties will reach an agreement. Hinkle moved to recess for fifteen minutes. Commission concurred.
The meeting entered into regular session. Commissioner Hinkle restated Commissioner Trecost's motion. Commission concurred.

12. **Review—Discuss—Consider** Changing Employee Handbook part-time hours from 1040 to 1500 hours: Trecost moved to approve the increase in part time hours. Commission concurred.
13. **Review—Discuss—Consider** County Fire Protection Funding: Trecost moved to approve. Commission concurred.
    - Harrison County will be receiving $127,088.85. Distribution process should remain the same as last year.
14. **Review—Discuss—Consider** Distribution process for Opioid Funds. Recipients could be reimbursed for expenses already incurred, or funds could be made available up front to assist with the initial operations of services/programs.
    - If distributed in advance, funds could be paid out as a onetime lump sum payment, or in quarterly or bi-annual payments. Documentation providing the detail of how funds were used and how much was expended for each use will be required from all recipients regardless of how or when funds are distributed.

Hinkle would like to pay a lump sum, pending recipient's cooperation with guidelines for opioid funds. Commission concurred.

15. **Review— Discuss— Consider** Paying vendor invoices for the Town of Lumberport. At the April 17, 2024 Commission meeting, a motion was made and approved to loan the Town of Lumberport $180,000, and for the Town to submit invoices to the Commission. The Town has now submitted one invoice in the amount $159,887 to be paid to Precision Pump and Valve for work performed on Lumberport's Main Pump Station. Invoice and meeting minutes are included in agenda packet.

This is to be made a part of today's record.

16. **Review—Discuss—Consider** 2025 Holiday Schedule: Trecost moved to approve. Commission concurred.
17. **Review—Discuss—Consider** 2025 Commission Meeting Schedule
    - **A.** Weekly
    - **B.** Every Other Week
    - **C.** 1st and 3rd Wednesday of every Month

Trecost moved to continue weekly meeting and cancel the formula of not having a meeting on a week that has a holiday. Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion failed. Hinkle moved to have meetings the first and third Wednesday of each month and only cancel meetings when a holiday falls on a Wednesday. Commission concurred.

18. **Review—Discuss – Consider** Budget Revisions for County Clerk

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- $4,200 from Poll Worker (001-413-103-00) to Early Voting (001-413-103-01)

Trecost moved to approve. Commission concurred.

19. **Review—Discuss—Consider** Request to Travel for Robert Leonard from the Planning Department to go to WV Code Official Association Winter Seminar on December 4th – 6th in Flatwoods, West Virginia: Trecost moved to approve. Commission concurred.
20. **Administrator's Report:** NONE
21. **Commissioner Comments – Questions**: NONE

Trecost moved to adjourn. Commission concurred.

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

_____ _____

Susan Thomas, President Date

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5-A

SUN VALLEY PUBLIC SERVICE DISTRICT

IJDC No. 2022S-2148

Resolution #5

RESOLUTION OF THE SUN VALLEY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO ACQUISITION AND CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED IIIA SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Sun Valley Public Service District has reviewed the invoices attached hereto for the the construction of the IIIA Sewer Project funded by WV Infrastructure and Jobs Deveopment Council ("IJDC") grants & Harrison County ARPA, 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 by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC Grant	ARPA	EEG
Thrasher Group	$ 20,947.98		$ 20,947.98	
JD Utilities	$ 3,000.00	$ -	$ 3,000.00	
Pro Contracting	$ 345,867.58	$ 288,922.58	$ 38,484.00	$ 18,461.00
	$ -	$ -		
	$ -	$ -		
Total	$ 369,815.56	$ 288,922.58	$ 62,431.98	$ 18,461.00

ADOPTED BY the Sun Valley Public Service District this 3rd day of December 2024

By: _____

Its: Chairman

_____

Board Member

5-B

Enlarged Hepzibah PSD - Sewer
ARPA Funds Allocation
Pay Application #3

	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**

Pay Application #3

Vendor	Description	Invoice #	Amount
Applied	Rotors - Plant	7031040742	29,339.40
Applied	Gear Box - Clarifier	7030918664	3,150.10
Cardinal Sales	Motor-Clarifier	58016	1,028.54
Core & Main	Spelter/Erie Sludge Pump	W018411	8,867.28
Posey Electric	Control Panels Plant	99-4892	5,686.23

Pay Application #3 Total	**48,071.55**
Remaining Funds	267,851.82

Kevin C. Stott
General Manager 12/4/2024

5-C

Date of Meeting	December 11, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund		
Commission	Visual Edge IT	Copier Rental	$886.08							
Commission	Emcor Services	Maint Agreements	$7,750.01							
Commission	James & Law	Planner for Patsy	$28.99							
Commission	Fed Ex	Postage	$28.80							
Commission	Pitney Bowes	Postage	$8,651.12							
Commission	Waste Management	Trash/Court & Sheriff Offc's	$1,237.27							
Commission	Visual Edge IT	Copier Rental	$331.05							
Commission	Mon Power	Public Safety Building	$1,118.94							
Commission	The Water Shop	Comm & Plann	$36.00							
Commission	Exponent Telegram	Chief Dep Admin Ad	$493.41							
Commission	WV Labor Law Poster Serv	Labor Law Poster Serv	$1,339.50							
Commission	Hope Gas	609 W Main	$37.95							
Commission	Hope Gas	229 S 3rd St	$59.33							
Commission	Hope Gas	301 W Main	$312.17							
Commission	Hope Gas	Courthouse Annex	$2,624.07							
Commission	Frontier	Phone/Internet- Assessor	$72.53							
Commission	Clarksburg Water Board	Extension Office	$118.98							
Commission	Clarksburg Water Board	Commision Building	$439.24							
Commission	Clarksburg Water Board	Annex Building	$314.13							
Commission	Clarksburg Water Board	Courthouse	$509.17							
Commission	Clarksburg Water Board	609 W Main St	$221.20							
Commission	Clarksburg Water Board	Courthouse Annex	$363.16							
Commission	NACMHA	Special Funding					$1,500.00			
Commission	American Legion Post 31	Special Funding					$2,000.00			
Commission	Lexis Nexis	Code Books	$4,793.46							
Commission	Emcor Services	Heating Repairs-GSB	$943.85							
Commission	Unifirst	Weekly Rugs	$63.50							
Commission	Hart Office Solutions	Black Toner	$1,110.00							
Commission	Enviroclean	Nov Janitorial Service	$12,109.50							
Commission	ACE Aggregates	Limestone/S Rail Trail	$149.04							
Commission	US Bank	Ornaments for Plaza Tree	$308.70							
Commission	US Bank	Home Depot/Zip Ties	$32.94							
Commission	TK Elevator Corp	Gold-Full Maintenance	$3,909.84							
Commission	Software Sys Inc	Mo Software Maint.	$2,058.95							
Commission	Steven C Snyder	Uniform Allowance	$500.00							
Commission	US Bank	Printer Cartridges	$667.89							
Commission	Harrison County Bank	Airport Property	$34,395.48							
Commission	MVB Bank	609 West Main Street	$6,222.12							
Commission	Fuelman	Gas	$15,335.40							
Courthouse	Frontier	Phone/Internet			$384.05					
Courthouse	Frontier	Phone/Internet			$355.36					
911	Mon Power	Grafton Tower								$436.81
911	Truist	Fairfield Marriott/Telecom Conf		$1,712.00						
911	Hope Gas	911 Center		$312.07						
911	Frontier	Phone/Internet- Taylor Co 911		$802.91						
911	City of Bridgeport	735 Genesis Blvd/ Water		$278.65						
Maintenance	Liberty Distributors	Can Liners	$558.89							
Maintenance	State Electric Supply	Light Bulb Restock	$232.50							

Date of Meeting	December 11, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Courts	The Water Co	Jury Room Water	$60.00							
Courts	The Water Co	Mag Clerk Offc Water	$21.00							
Farmland	J Matthew Monroe & Assoc	Completed Baseline Docs								$4,751.20
Planning Dept	Robert Leonard	Reimbursement WV Code Conf	$200.00							
Animal Control	Emcor Services	Monthly Agreement			$371.66					
Animal Control	US Bank	Pet Friend			$100.00					
Animal Control	US Bank	Winter Gear			$443.95					
Animal Control	Frontier	phone/internet			$181.24					
Animal Control	City of Shinnston	Saltwell Rd Water			$47.24					
Animal Control	Tractor Supply Co	Dog Food & First Aid Restock			$752.61					
Grants	Audubon Animal Clinic				$2,170.60					
Senior Center	Emcor Services	Monthly Agreement			$371.66					
Senior Center	Emcor Services	HVAC Repair			$1,065.85					
Parks & Rec	Emcor Services	Monthly Agreement			$716.67					
Parks & Rec	Waste Management	Trash Bill/Parks			$117.87					
Parks & Rec	Mon Power	Quiet Dell & Barracks			$126.12					
Parks & Rec	Cross Entertainment	Wrestling Event 12/21			$2,000.00					
Parks & Rec	Clarksburg Water Board	Monthly Billing			$342.35					
Parks & Rec	Enlarged Hepzibah PSD	Spelter Ball Field			$75.87					
Parks & Rec	Summit Park PSD	Summit Park Ball Field			$64.70					
Parks & Rec	M&M Septic Pumping	Porta John Rental			$243.80					
Parks & Rec	US Bank	Walmart			$399.60					
Parks & Rec	Unifirst	Weekly Rugs			$33.46					
Parks & Rec	Sandy's	Maint supplies			$34.06					
Parks & Rec	Donna Stewart	Vacuum Filters			$64.20					
Parks & Rec	Marsh	Light up night			$128.81					
Parks & Rec	M&M Septic Pumping	Porta John Rental			$243.80					
Parks & Rec	State Electric	LED Lights			$1,177.85					
Parks & Rec	RD Wilson	Plates and Utensils			$205.21					
Parks & Rec	Lowes	Christmas Decor and Salt			$1,686.49					
Parks & Rec	US Bank	Kroger- Holiday dinner			$311.66					
Parks & Rec	Appalachian Tire	Tires for Tractor			$285.30					
Special Projects	Sun Valley PSD	ARPA						$62,431.98		
Special Projects	Enlarged Hepzibah PSD	ARPA for Enlarged Hepzibah						$48,071.55		
Special Projects	Stars and Strides	Opioid Allottment								$76,000.00
Law Enforcement	Truist	Various Items	$278.26							
Law Enforcement	The Exponent Telegram	Ad for Deputy R. King Case								$84.86
Law Enforcement	Cindy Knecht	Interview	$264.00							
Law Enforcement	Skasiks Cleaners	Dry Cleaning	$733.30							
Law Enforcement	AT&T Mobility	LPR & Equipment	$120.72							
Law Enforcement	Robins Perfect Fit	Hem Slacks/C Harris	$14.00							
Law Enforcement	Optimum	Internet	$156.02							

Date of Meeting	December 11, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
Ambulance Authority	Stratodyne Inc	Maintenance Oxygen			$20,761.13					
Ambulance Authority	Anmoore EMS	Nov Allottment			$4,492.74					
Ambulance Authority	Bridgeport FD	Nov Allottment			$7,161.36					
Ambulance Authority	Harrison County EMS	Nov Allottment			$21,484.08					
Ambulance Authority	Nutter Fort VFD	Nov Allottment			$2,398.38					
Ambulance Authority	City of Salem	Nov Allottment			$1,148.52					
Fire Dept	Shinnston Vol Fire Dept	Ladder Truck Reimbursement	$30,000.00							
County Clerk	Election Systems & Software	Election Supplies	$5,475.00							
County Clerk	USPS	Mailing	$32.00							
County Clerk	Casto & Harris	Map Cabinet w/Env	$5,225.00							
County Clerk	Casto & Harris	Recording Paper	$2,330.00							
County Clerk	Hart Office Supplies	HP Toner	$920.00							
County Clerk	The Water Shop	Water	$36.00							
Courthouse Security	Skasiks Cleaners	Dry Cleaning Security			$349.25					
Sheriff & Treasurer	Stationers	Envelopes	$544.28							
Sheriff & Treasurer	Truist Bank	Amazon mo & Water	$56.74							
Sheriff & Treasurer	Monroe Systems	Calculator Ribbon	$66.59							
Regional Jail	WV Regional Jail	Inmate Housing/Nov	$136,760.75							
Magistrates	Warren Davis	Phone Reimb/Oct-Dec								$154.92
Magistrates	Michael Weiss	Phone Reimb/Oct-Dec								$154.92
Magistrates	Kimberly Wygal	Phone Reimb/Oct-Dec								$154.92
Magistrates	Frank Demarco	Phone Reimb/Oct-Dec								$154.92
Magistrates	Kevin Renzelli	Phone Reimb/Oct-Dec								$154.92
Community Corrections	Solid Ground Therapy Serv	Social Work Licensure				$200.00				
Community Corrections	BestNotes LLC	Mo EMR subscription				$590.73				
Community Corrections	OpAns LLC	Blood Card Lab Confirmations				$8,500.00				
Community Corrections	WV DMV	Remittance for DUI Class				$1,125.00				
Community Corrections	WV DMV	Remittance for DUI Class				$500.00				
Community Corrections	MPB Print & Sign	Misc. Office Supplies				$1,758.00				
Pros Attorney	WV Pros Attorney Asso	Training	$3,150.00							
OEM	US Bank	Amazon HAM Radios			$1,395.85					
Circuit Clerk	AJ- Allegheny Systems	Repair time stamp	$819.26							
Circuit Clerk	Truist	Desk calendars	$128.19							
			$297,756.27	$3,105.63	$73,693.35	$12,673.73	$3,500.00	$110,503.53		$82,047.47
					Grand Total :	$583,279.98				

Date of Meeting	December 11, 2024	Invoice - Quote								
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	QUOTES	Other as Needed
		DATE								
		DATE								
		DATE								

6-A

Exhibit A Exonerations	Amou	
RE-617 VIGIANCO PARTICK	$	1,279.09
TOTAL:	$	1,279.09

EXONERATIONS

RE 617

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 11th day of December, 2024 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **VIGLIANCO PATRICK** whose address is, C/O FIRST FEDERAL SAVINGS & LOAN PO BOX 190 WAYNESBURG PA 15370-0190, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **91560** on **1 TRACT (.41 AC) BURGE & EVL CO S-D**, Class **3/4** in **UNION-WEST MILFORD**, Harrison County, West Virginia, which should have been assessed at **91560**, 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 should have been Class 2 one year law, due to new dwelling being vacant. Exonerate a value of 45,780 at a Class 4 rate of levy to correct the overcharge.

District: **21 - UNION-WEST MILFORD**
Account No. **6066142**
Ticket No. **78790**
Tax Year **2024**
Parcel ID: **213002009400000000**

Amount Exonerated: $1279.09

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

7-A

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. (12/11/24)

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 **$3,357.83**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$3,357.83** 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) **$3,357.83** 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 **11th day of December, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #994227	Dated: 11/20/24	$ 3,357.83
		Total	**$ 3,357.83**

UMB

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

Invoice 994227

Invoice Date:	**November 20, 2024**
Account Number:	**141961.1**
Administrator:	**Teri Donofrio**
Phone Number:	**(612) 337-7005**
Email:	**Teresa.Donofrio@umb.com**

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

Billing Period: **October 1, 2024 through October 31, 2024**

Prior Balance:	$ 14,335.98
Payments Received as of November 7, 2024	$7,687.99
Adjustments	$ 0.00
Outstanding Balance:	$6,647.99
Current Billing Period:	
Current Period Fees	$3,357.83
Total Fees Due	$ 10,005.82

Remittance Stub
Billing Period 10/01/2024 - 10/31/2024

Account Number:	141961.1
Invoice Number:	994227
Remit Balance	$10,005.82

Payment Due Upon Receipt

County Commission of Harrison Cnty
President
301 West Main St
Clarksburg, WV 26301

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	994227
Attention	Fee Processing

2008

UMB

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

Invoice 994227

Account Detail
Charles Pointe Project 2008AB

Account Number: 141961.1

Administrative Fees

Administration Fee	$458.33
Extraordinary Administration Fees	2,899.50
Administrative Fees Total	**$3,357.83**
Account Total	**$3,357.83**

UMB

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

Invoice **994227**

Statement of Receivables

Reflects Only Those Payments Received And Applied As of November 7, 2024

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
986998	August 20, 2024	July 1, 2024 to July 31, 2024	1,496.83	79 days
989433	September 20, 2024	August 1, 2024 to August 31, 2024	2,314.83	48 days
991552	October 16, 2024	September 1, 2024 to September 30, 2024	2,836.33	22 days
	Total Balance Due		**6,647.99**	

7-B

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. 96 (12/11/24)

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 **$8,888.50** As set forth in the invoices attached hereto, of the total amount of such disbursement:

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

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

(b) **$8,888.50** is to be paid to a third party payee that is not affiliated with the Issuer, the District Board, the Developer or the Site Developer or on a joint basis to the Issuer, the District Board, the Developer or the Site Developer and such a third party payee with respect to an expense previously incurred.

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

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Officer this **11th day of December, 2024.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

UMB Bank	Invoice #994254	Dated: 11/20/2024	$ 8,888.50
		Total	**$ 8,888.50**

UMB

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

Invoice 994254

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

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

Billing Period: **October 1, 2024 through October 31, 2024**

Prior Balance:	$ 15,192.50
Payments Received as of November 7, 2024	$3,152.00
Adjustments	$ 0.00
Outstanding Balance:	$ 12,040.50
Current Billing Period:	
Current Period Fees	$8,888.50
Total Fees Due	$ 20,929.00

Remittance Stub
Billing Period 10/01/2024 - 10/31/2024

Account Number:	158735.1
Invoice Number:	994254
Remit Balance	$20,929.00

Payment Due Upon Receipt

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

☐ Check Enclosed $_____

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

WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri	
ABA No.	101 000 695
SWIFT BIC/Code	UMKCUS44
BNF Account	98 0000 6823
BNF Name	Trust
Reference	994254
Attention	Fee Processing

2019

UMB

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

Invoice 994254

Account Detail

Account Number: 158735.1

Charles Pointe EODD 2019ABC

Administrative Fees

Administration Fee	$625.00
Extraordinary Administration Fees	8,263.50
Administrative Fees Total	**$8,888.50**
Account Total	**$8,888.50**

UMB

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

Invoice **994254**

Statement of Receivables

Reflects Only Those Payments Received And Applied As of November 7, 2024

Invoice Number	Invoice Date	Bill Period	Amount Receivable	Aged
989451	September 20, 2024	August 1, 2024 to August 31, 2024	6,579.00	48 days
991551	October 16, 2024	September 1, 2024 to September 30, 2024	5,461.50	22 days
	Total Balance Due		**12,040.50**	

7-C

REQUISITION FOR PAYMENT FROM
SERIES 2021 B BONDS PROJECT FUND

$6,422,000
The County Commission of Harrison County
Amended and Restated Subordinate Tax Increment Revenue Bonds
Series 2021 B Taxable
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT NO. 14

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"), and High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2021 B Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2021 B Bonds"), dated as of May 25, 2021 (the "Original Indenture") between the Issuer and United Bank, as trustee thereunder (the "Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture") and a Development Agreement (the "Original Development Agreement"), dated May 25, 2021, by and between the Issuer and the Developer, as amended by a First Amendment to Development Agreement, dated as of August 11, 2023 (the "Amended Development Agreement" and together with the Original Development Agreement, the "Development Agreement"), 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 Costs of the Project authorized for funding under the Indenture and Development Agreement; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the Phase III TIF Project which have been incurred and remain unpaid; and (c) is an authorized expenditure under Amended Project Plan No. 2 for the TIF District and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $449,382.00. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $449,382.00 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 Issuer or the Developer; and

(b) $0 is to be paid to a third party payee that is not affiliated with the Issuer or the Developer (including any mortgagee or trust deed beneficiary, contractor or supplier of materials) or on a joint basis to the Issuer or the Developer and such a third party payee with respect to an expense previously incurred.

4. The Trustee is directed to forward this Requisition to the Series B Purchaser and, upon receipt of requested funds from the Series B Purchaser and the deposit of such funds by the Trustee into the Series 2021 B Bonds Project Fund to thereafter disburse from the Series 2021 B Bonds Project Fund to the parties and in the amounts indicated in this Requisition or alternatively credit such sum to the principal amount and purchase price of the Series 2021 B Bonds in the event such amount has previously been paid by the Developer and proof of such payment is submitted herewith.

In either event, the amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and by the Developer by their duly Authorized Officers this 11th of December, 2024.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

HIGH TECH CORRIDOR DEVELOPMENT, LLC as Developer

By: _____
Its Authorized Officer

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

H. WOOD THRASHER, MANAGER, as Resident Project Representative for the Phase III TIF Project, hereby certifies that the portion of the Phase III TIF Project for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the Issuer and the Developer.

H. WOOD THRASHER
RESIDENT PROJECT REPRESENTATIVE

By: _____
Name: H WOOD THRASHER
Title: MANAGER

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $449,382.00

(2) Reimbursement to the Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.				
2.		SEE ATTACHED SCHEDULE		
3.				
TOTAL				$449,382.00

(3) Payment to third party payees:

	Vendor	Description of Expense	Amount	Payee Name(s)/ Address(es)
1.				
2.		NONE		
3.				
TOTAL				$ 0

The items listed for reimbursement to the Developer or the Issuer or payment to third party payees are supported by attached copies of invoices or statements.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

High Tech Corridor Development, LLC
Developer Reimbursements
Schedule I
Payment Application 14

Vendor	Description	Date of Payment	Amount	
Bowles Rice	Invoice 10/4/24-Bond Extension	10/11/2024	1,000.00	Paid by High Tech Check 4241
Wolfe's Excavating	Pay App 8	10/23/2024	136,419.60	Paid by Clear Mt Bank EFT 10/23/24
Wolfe's Excavating	Pay App 9	11/21/2024	311,962.40	Paid by Clear Mt Bank EFT 11/21/24
			$ 449,382.00	

MEMORANDUM OF UNDERSTANDING
DOCUMENTING THE DISTRIBUTION OF STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)/AMERICAN RESCUE PLAN ACT FUNDS (ARPA)

This Memorandum of Understanding ("MOU") is entered into by THE HARRISON COUNTY COMMISSION ("County") and the HARRISON COUNTY ADMINISTRATOR ("Administrator"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the County, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 601 through 605 of the Social Security Act, and established by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (May 11, 2021), as amended and/or updated; and

WHEREAS, the Administrator is tasked with overseeing the day to day operations of the County; and

WHEREAS, the Commission must approve the County's budget and the Administrator executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the manner in which certain funds will be expended, and to further document the same for governmental transparency and efficiency.

NOW, THEREFORE, the Parties agree and stipulate to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate and utilize the County's ARPA State and Local Fiscal Recovery Funds ("Funds") which have been previously designated as 'Revenue Replacement' to be used for those purposes set forth by the Harrison County Commission.

II. Amount

The County agrees to provide and obligate the 'Revenue Replacement' Funds in the amount of **$983,690** and the Administrator agrees to expend the Funds in such amount.

III. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027, unless otherwise amended in writing.

IV. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

V. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a) The County agrees to provide Funds in an amount not to exceed **$983,690.00**
b) The Administrator shall expend the Funds in this same amount
c) The Administrator shall follow all federal and state procurement and expenditure requirements
d) The Administrator shall ensure a complete procurement file for each expenditure
e) Funds will be obligated and utilized in the following amounts:

$800,000	Expenses relating to the "North Rail Trail/North Bend Connector Project" (February 2, 2022 Commission meeting minutes are attached to this MOU)
$183,690	Expenses relating to the construction of the new "Animal Control Facility"

VI. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of West Virginia.

Agreed to this the _____ day of _____, 2024.

_____
President, Harrison County Commission

Agreed to this the _____ day of _____, 2024.

_____
County Administrator

LAKE FLOYD PUBLIC SERVICE DISTRICT
REGULAR MEETING
DATE: December 4, 2024 – 6:00PM
Minutes

Attendance: Steve Turner - Roger Gay

Approval of Minutes: Minutes approved from last meeting.

Old Business: N/A

New Business:

- Merger Status: Attended SV PSD meeting on 12/3/2024 to observe their boards vote to take over LF PSD day to day operations and billing. SV PSD voted to take over LF PSD operations and billing. SV PSD board members will become LF PSD members for the remainder of the merger.
- Board Member Status – Motion made by Steve Turner and 2nd by Roger Gay to resign their seats effective 12/4/2024. Their seats will be filled by SV PSD board members.

Meeting Adjourned: 6:10 PM

Submitted By: _____ Date: 12/5/24

Chairman: _____ Date: 12/5/24

Lake Floyd Public Service District
2200 Lake Floyd Circle
Bristol, WV 26426

December 4, 2024

Harrison County Commission
301 West Main Street
Clarksburg, WV 26301

Dear Commissioners,

The Lake Floyd Public District members Steve Turner Chairman and Roger Gay Board member do hereby resign our board seats effective December 4, 2024. The Sun Valley Public Service District will be assuming all our responsibilities as acting board members in our place.

Sincerely,

Steve Turner, Chairman — Date 12/5/24

Roger Gay, Board Member — Date 12/5/24

BOARD MEMBERS

Richard G. Dale, Chairman 31 Packard Drive Clarksburg, WV 26301 Ph. 304-622-1344, Cell 304-476-4606 E-Mail: SSGDale@MA.RR.com	Appointment: 01/19/01 – 01/19/07 (07/07/03) Reappointed: 01/23/07 – 01/23/13 Reappointed: 01/18/13 – 01/17/19 Reappointed: 01/18/19 – 01/17/25
Sandra J. Patterson, Secretary 4678 Wilsonburg Road Salem, WV 26426 Ph. 623-2634, Office 304-622-7761 Fax Work: 304-624-5099	Appointment: 09/24/01 – 09/24/07 Reappointed: 11/15/07 – 11/15/13 Reappointed: 11/15/13 – 1/17/17 Reappointed: 1/17/17 – 1/17/23 Reappointed 1/18/23 – 1/17/29
Connor L. Thompson, Treasurer 505 Hidden Drive Clarksburg, WV 26301-7321 Ph. 304-623-6312, Work 304-626-5981	Appointment: 12/17/15 – 1/17/21 Reappointed: 1/18/21 – 1/17/27

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

AN ORDER PROPOSING THE MERGER OF LAKE FLOYD PUBLIC SERVICE DISTRICT INTO SUN VALLEY PUBLIC SERVICE DISTRICT, FIXING A DATE FOR PUBLIC HEARING ON THE PROPOSED MERGER, AND PROVIDING FOR NOTICE OF THE PUBLIC HEARING

WHEREAS, pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (hereinafter "Act"), The County Commission of Harrison County (hereinafter "County Commission") is empowered to, upon its own motion by order duly adopted, propose the merger of public service districts in Harrison County; and

WHEREAS, Lake Floyd Public Service District (hereinafter "Lake Floyd") is a public service district, public corporation and political subdivision created by order of the County Commission and formed pursuant to the provisions of the Act, to operate a public sewer system within its service territory in Harrison County, West Virginia; and

WHEREAS, by Orders of the Public Service Commission of West Virginia (hereinafter "PSC"), Lake Floyd was granted certificates of convenience and necessity to construct and operate a public sewer system serving the Lake Floyd area in Harrison County, West Virginia; and

WHEREAS, Lake Floyd currently provides sewer service to approximately 151 customers in Harrison County, West Virginia pursuant to certificates of convenience and necessity issued by the PSC; and

WHEREAS, the assets of Lake Floyd's public sewer system includes, but is not limited to, a sewer treatment plant, pumping stations, grinder pumping stations, gravity collection mains, force collection mains, manholes, connections, and all other fixtures, equipment and personal property used and useful in providing sewer service to the customers of Lake Floyd, together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, savings accounts, investments, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, service territory and all other tangible and intangible assets owned or held by Lake Floyd and used or useful in providing sewer service to Lake Floyd's customers (collectively, the "Public Sewer System"); and

WHEREAS, Sun Valley Public Service District (hereinafter "Sun Valley") is a public service district, public corporation and political subdivision created by order of the County Commission and formed pursuant to the provisions of the Act, to operate a public sewer system within its service territory in Harrison County, West Virginia; and

WHEREAS, Sun Valley owns and operates a public sewer system serving areas in Harrison County, West Virginia; and

WHEREAS, Lake Floyd currently provides sewer service to approximately 700 customers in Harrison County, West Virginia pursuant to certificates of convenience and necessity issued by the PSC; and

WHEREAS, pursuant to a Services Agreement between Lake Floyd and Sun Valley approved by the PSC by Recommended Decision, Final on _____, Sun Valley has been operating and maintaining Lake Floyd's entire sewer system in anticipation of the merger of Lake Floyd with and into Sun Valley.

WHEREAS, the Public Service Boards of Lake Floyd and Sun Valley have determined that it is desirable for Sun Valley to acquire the sewer system and assume the service territory of Lake Floyd, through a merger (hereinafter "Merger"); and

WHEREAS, after careful consideration, and for the preservation of public health, comfort and convenience of the citizens of Harrison County, West Virginia, the County Commission does hereby propose the Merger, as described more fully herein.

BE IT ORDERED BY THE COUNTY COMMISSION OF HARRISON COUNTY:

1. The County Commission, upon its own motion, subject to approval of the PSC, proposes the merger of Lake Floyd with and into Sun Valley. Sun Valley shall be the entity surviving the Merger and assume ownership of, and responsibility for, the sewer system and service territory of Lake Floyd. Upon the effective date of the Merger, Lake Floyd shall cease to exist.

2. On January ___, 2025, at the hour of 10:00 a.m., the County Commission shall meet in the Harrison County General Services Building, 229 S. Third Street, Clarksburg, West Virginia, a date not more than 40 days nor less than 20 days from the date of this Order, for the purpose of conducting a public hearing on the proposed Merger, at which time and place the public may appear before the County Commission and shall be provided an opportunity to be heard for or against the proposed Merger.

3. At the public hearing, the County Commission shall consider and determine the feasibility of the proposed Merger and shall determine if the construction, maintenance, operation, improvement and extension of the public service property of Sun Valley will be conducive to the preservation of public health, comfort and convenience to the customers of the public sewer system, and whether the present or future physical facilities of Sun Valley are adequate to provide sewer service to the customers of the sewer system.

4. The County Commission of Harrison County, West Virginia, shall cause notice of the public hearing to be published as a Class I legal advertisement at least 10 days prior to the public hearing in Harrison County, West Virginia. In addition, notice of the public hearing shall be posted in at least five (5) conspicuous places in Harrison County, West Virginia.

5. This Order shall become effective immediately upon entry.

Entered this ____ day of December, 2024.

THE COUNTY COMMISSION
OF HARRISON COUNTY

By:_____
President

By:_____
Commissioner

By:_____
Commissioner

CERTIFICATION

Certified a true copy of an Order duly adopted by THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, on the _____ day of _____, 2024.

Dated:_____.

_____
Clerk of the County Commission

10-A

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 26th day of November, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Megan Wilson, 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 07, Tax Map 1113, Parcel 215 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials Vine Street 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** Megan Wilson **HAS TIME TO REMOVE PERSONAL ITEMS.**

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

By: Megan Wilson

Its owner

Dated: 11/26/24

The foregoing Agreement was acknowledged before me this 26th day of November, 2024, by Megan Wilson.

My commission expires June 29, 2026

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

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

10-B

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 3rd day of December, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Robert Cork, Individuals (collectively "the Parties").

RECITALS

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

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

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

AGREEMENT

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

TERMS OF THE AGREEMENT

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

- That the Parties property located at District 12, Tax Map 367, Parcel 41 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

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

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on Chub Run Road 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** Robert Cork **HAS TIME TO REMOVE PERSONAL ITEMS.**

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

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

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

GOVERNING LAW

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

COUNTERPARTS

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

FURTHER ASSURANCES

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

UNKNOWN AND UNANTICIPATED DAMAGES

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

HEADINGS

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

MUTUAL DRAFTING

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

ENTIRE AGREEMENT; AMENDMENT

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

SEVERABILITY

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

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

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

By Robert Cork

Its owner

Dated: 12-3-24

The foregoing Agreement was acknowledged before me this 3rd day of December, 2024, by Robert Cork.

My commission expires June 29, 2026

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

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

LS-104 Mt Clare

TEMPORARY EASEMENT

THIS AGREEMENT, made the 4th day of December, 2024 by Harrison County Commission, herein called "Grantor" and, Hope Gas, Inc., a West Virginia Corporation, located at 179 Innovation Drive, Jane Lew, WV 26378, herein called "Grantee" or "Operator".

WITNESSETH: That for and in consideration of $1.00 paid to the Grantor, the receipt of which is acknowledged, Grantor does hereby grant unto Hope Gas, Inc., its successors and assigns, with general warranty, the temporary right and privilege of entering upon the lands of Grantor, at the agreed upon location being Grantor's property identified and recorded in the office of clerk of Harrison County, West Virginia situate in Grant District, accessing part of the Harrison County Rail Trail System as shown on **Exhibit A**.

Grantor further grants Grantee the temporary right of ingress, egress and regress along the described trail for approximately seven hundred and fifty feet (750') to move equipment, personnel and materials, to remove a building and piping designated as Hope Gas LS-104. This temporary agreement will expire on April 1, 2025.

1. Grantee hereby agrees that unless Owner otherwise agrees in writing, upon termination of any of Grantee's operations on Owner's land, Grantee shall fully restore and level the surface of the land affected by such operations as near as possible to the contours which existed prior to such operations. Operator shall use water bars and such other measures as appropriate to prevent erosion and nonsource pollution. Operator shall fully restore all private roads, gates and drainage and irrigation ditches disturbed by Operator's operations as near as possible to the condition which existed prior to such operations. All surface restoration shall be accomplished to the reasonable satisfaction of Owner.

2. Grantee hereby agrees that all reseeding shall be done with suitable grasses selected by Owner and during a planting period selected by Owner. Reseeding shall be done at the rate of twelve (12) pounds of seed per acre for range land, and an amount to be determined by Owner for irrigated ground. It shall be the duty of Operator to ensure that a growing ground cover is established upon the disturbed soils and Operator shall reseed as necessary to accomplish that duty. It shall further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator shall inspect disturbed areas at such times as Owner shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Operator shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this shall be a continuing obligation and Operator shall reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as good condition as reasonably possible as existed prior to construction.

3. Grantee hereby agrees they shall replace with like kind and quality, any existing gate or fence that Operator removes or damages during construction

4. Grantee acknowledges that there are other, existing uses and easements within this easement space, including fiber optic cables and uses. Operator shall take all reasonable precautions and steps to protect and insulate the existing uses from damage, and shall fully replace and repair all damage to any and all prior, existing uses on and within the easement area.

5. Indemnification and Defense. To the maximum extent permitted by law, Operator will indemnify, defend and hold harmless Owner, and if applicable, Owner's officers, directors, employees, agents, successors and assigns from any and all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, any attorney fees) which may arise out of or be related to Operator's activities/construction/pipeline on Owner's property (including, without limitation, any claims that Operator's operations hereunder are either illegal, unauthorized, or constitute an improper interference with any parties' rights, or have damaged the lands or operations of adjacent landowners, and including any claims based on the alleged concurrent negligence of Owner).

WITNESS the following signatures and seals.

Sign Britta McDaniel

Print Name Britany McDaniel

Title Director - Engineering & Project Management

Sign _____

Print Name _____

Title _____

THE INSTRUMENT WAS PREPARED ON BEHALF OF HOPE GAS, INC.

Exhibit A


Legend
Temporary Access
39.219300, -80.34723
Google Earth
400 ft
N

DEED OF TRUST

200-17

BOOK 732 PAGE 459

THIS DEED OF TRUST is made this 31st day of January, 19 91, amor
the Grantor, Orpha Webster, widow,
(herein "Borrower"), EVANS L. KING, JR. and JACKSON L. ANDERSON
whose residence is Harrison County, West Virginia (herein "Trustee"), and the Beneficiary, UNION NATIONAL BANK OF WEST VIRGINIA, a national banking association, organized and existing under the laws of WEST VIRGINIA, whose address is THIRD & MAIN STREETS, CLARKSBURG, WEST VIRGINIA, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of Harrison, State of West Virginia:

All those certain lots or parcels of land, together with the appurtenances thereon, known, and designated as Lots Numbers Seven Hundred Seven (707) and Seven Hundred Eight (708) of Fairgrounds Addition, Clark District, Harrison County, West Virginia, in the Town of Nutter Fort, West Virginia, a plat of which said Addition is of record in Deed Book No. 148, at page 180, and each of which lots fronts thirty (30) feet on Indiana Avenue, and extends back in uniform width to an alley way; and being the same lots conveyed to Daniel W. Webster and Orpha Webster, his wife, by Harry L. Hull and Agnes Hull, his wife, by deed dated December 1, 1958, as joint tenants with right of survivorship in either in fee simple upon the death of the other, and of record in said County Clerk's Office in Deed Book No. 816, at page 428, to which plat and deed reference is here made. Daniel W. Webster died on or about April 19, 1983.

This conveyance is made subject to such reservations, rights-of-way, restrictions, conditions, easements, rights of way or other servitudes, if any, made, retained or created in prior deeds of record in the chain of title to the property herein conveyed.

RELEASE RECORDED
SEE RELEASE
BOOK 282 PAGE 162

ANY NOTICE required to be served upon the Grantor herein, by certified mail, return receipt requested, pursuant to the provisions of West Virginia Code 38-1-4 as presently enacted or hereafter amended, may be directed to the Grantors address as shown below or such other address given to the beneficiary of said trust deed or said beneficiary's agent or assignee in writing by the Grantor subsequent to the execution and delivery of the trust deed.

505-1/2 Indiana Avenue, (Street) Nutter Fort, (City)

West Virginia 26301 (State and Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacement and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE, to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated January 31, 1991 (herein "Note"), in the principal sum of Fifteen Thousand Six Hundred Forty and 44/100 - - - - - - - - - - Dollars, with interest as therein provided, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 5, 1996; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances with interest thereon, made to Borrower by Lender pursuant to paragraph 18 hereof (herein "Future Advances"), (c) any renewals, extensions or substitutions of the note described above.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

mail 2-14-91
UNB
POB 2330
Clksd

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or change the amount of such installments.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and the Borrower's sucessors in interest.

10. **Forebearance by Lender Not a Waiver.** Any forebearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

4. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines a uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option accelerate provided in this paragraph 15, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrowers breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately

BOOK 282 PAGE 1062

BANK ONE, WEST VIRGINIA, NA, a national banking association, successor by merger to Bank One, West Virginia, Clarksburg, NA, which was formerly known as Union National Bank of West Virginia, successor by merger to the Union National Bank of Clarksburg (the "Bank"), hereby releases a deed of trust made by Orpha Webster, widow and _____ to Evans L. King, Jr. and Jackson L. Anderson Trustees, dated the 31st day of January 19 91 and recorded in the office of the Clerk of the County of Harrison County, West Virginia, in Trust Deed Book No. 732 Page 459.

IN WITNESS WHEREOF, the said BANK has caused these presents to be signed and its corporate seal to be affixed by its proper officer thereunto duly authorized, on this

the 11th day of March 19 96.

BANK ONE WEST VIRGINIA, NA

By: B. Don Berry

Its: Vice President

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHARLOTTE L. REYNOLDS
NA 1600 Williams Avenue
Clarksburg, West Virginia 26301
My Commission Expires Oct 11, 2005

Acknowledged before the subscriber by B. Don Berry who signed the name of BANK ONE, WEST VIRGINIA, NA, a national banking association thereto, this 11th day of March 1996.

My commission expires: October 11, 2005

Charlotte L. Reynolds
Notary Public in and for Harrison County
State of West Virginia

State of West Virginia, in the Clerk's Office of Harrison County Court.

_____ 19__ _____
_____ M

The foregoing Release was this day presented in said Office and duly admitted to record. Attest:

_____ Clerk

This Instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 3-28-96 and the same is admitted to record. 9:36 AM

Teste: Sylvia Seale Clerk
Harrison County Commission

3-27-96

THIS DEED OF TRUST, made this 26th day of June, 1990, by and between Orpha Webster parties of the first part, and DEAN C. RAMSEY, residing at Route 1, Box 32A Bridgeport, West Virginia, TRUSTEE, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) paid by the party of the second part unto the parties of the first part, the receipt thereof is hereby acknowledged, and to secure the payment of the obligation herein described, and the performance and observance of the covenants and promises hereinafter set forth, the said Orpha Webster parties of the first part, do grant and convey unto the said Dean C. Ramsey, Trustee, party of the second part, with covenants of general warranty,

Known and designated as Lots No. Seven Hundred Seven (707) and Seven Hundred Eight (708) of Fairgrounds Addition, Clark District, Harrison County, West Virginia in the Town of Nutter Fort.

IN TRUST, NEVERTHELESS, TO SECURE unto the Harrison County Commission, the payment of the sum of Thirteen Thousand One Hundred Ten and 00/100, evidenced by a certain promissory note bearing even date herewith calling for the principal sum of $13,110.00 made and executed by grantors and payable to the order of The Harrison County Commission under the terms and conditions and upon the occurrence of the event set forth in said note.

Should default be made in payment of any sum required to be paid by said note and such default continue for a period of thirty (30) days after the same has become due, then, and in that event, and at the sole option of the said The Harrison County Commission or the then holder or owner of said note, that portion of said principal sum of $13,110.00 and remaining unpaid at such time, shall become and be at once due and owing.

The parties of the first part covenant with the party of the second part that they will cause the buildings on the property hereby conveyed to be insured against loss by fire, with extended coverage, and kept insured during the continuance of this trust, to the amount of their reasonable insurable value, in some responsible insurance company with provision in or endorsement upon the policy or policies that loss, if any thereunder, shall be payable unto the said The Harrison County Commission as its interest shall appear at the time of such loss, if any thereunder;

WITNESS the following signatures:

Orpha Webster
Orpha Webster

STATE OF WEST VIRGINIA
COUNTY OF HARRISON:

RECEIVED
JUL 16 2 42 PM 1990
COUNTY CLERKS OFFICE
HARRISON COUNTY
WEST VIRGINIA

The foregoing instrument was acknowledged before me this 26th day of June, 1990 by Orpha Webster

Nancy J Winters
Notary Public

My commission expires:

Sept 10, 1990

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
NANCY J. WINTERS
201 West Main St
Clarksburg, W.Va. 26301
My Commission Expires Sept. 10, 1996

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 7-16-90 and the same is admitted to record 2:42 P.M.

Teste: Sylvia Seale Clerk
Harrison County Commission

THIS DEED OF TRUST, made this 15 day of August, 1990, by and between Orpha Webster parties of the first part, and DEAN C. RAMSEY, residing at Route 1, Box 32A Bridgeport, West Virginia, TRUSTEE, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) paid by the party of the second part unto the parties of the first part, the receipt thereof is hereby acknowledged, and to secure the payment of the obligation herein described, and the performance and observance of the covenants and promises hereinafter set forth, the said Orpha Webster parties of the first part, do grant and convey unto the said Dean C. Ramsey, Trustee, party of the second part, with covenants of general warranty,

Know and designated as lots No. Seven Hundred Seven (707) and Seven Hundred Eight (708) of Fairgrounds Addition, Clark District, Harrison County, West virginia in the Town of Nutter Fort.

IN TRUST, NEVERTHELESS, TO SECURE unto the Harrison County Commission, the payment of the sum of Nine Hundred Sixty Dollars 00/100, evidenced by a certain promissory note bearing even date herewith calling for the principal sum of $960.00 made and executed by grantors and payable to the order of The Harrison County Commission under the terms and conditions and upon the occurrence of the event set forth in said note.

Should default be made in payment of any sum required to be paid by said note and such default continue for a period of thirty (30) days after the same has become due, then, and in that event, and at the sole option of the said The Harrison County Commission or the then holder or owner of said note, that portion of said principal sum of $ 960.00 and remaining unpaid at such time, shall become and be at once due and owing.

The parties of the first part covenant with the party of the second part that they will cause the buildings on the property hereby conveyed to be insured against loss by fire, with extended coverage, and kept insured during the continuance of this trust, to the amount of their reasonable insurable value, in some responsible insurance company, with provision in or endorsement upon the policy or policies that loss, if any thereunder, shall be payable unto the said The Harrison County Commission as its interest shall appear at the time of such loss, if any thereunder; that they will also pay all taxes, charges and assessments levied by the State of West Virginia, or any political subdivisions thereof, against said real estate during the continuance of this trust; that they will not commit or permit any waste or injury of the premises herein conveyed; and it is expressly understood and

Held 10-11-90
Lou Aragona

WITNESS the following signatures:

Orpha Webster

Orpha Webster

STATE OF WEST VIRGINIA
COUNTY OF HARRISON:

RECEIVED
OCT 10 2 44PM '90
COUNTY CLERK'S OFFICE
HARRISON COUNTY
WEST VIRGINIA

The foregoing instrument was acknowledged before me this 15TH day of AUGUST, 1990 by ORPHA WEBSTER

Timothy J Findley
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TIMOTHY J. FINDLEY
Dept of Housing & Community Development
301 West Main St.
Clarksburg, W.Va. 26301
My Commission Expires Sept. 10, 1996

My commission expires:

9-10-94

This instrument was presented to the Clerk of the County Commission of Harrison County, West Virginia, on 10-10-90 and the same is admitted to record 2:44P.

Teste: Sylvia Basile Clerk

Harrison County Commission

Harrison County Commission

Approval to Travel

13

Travelers Name: PEGI BAILEY
Department: HARRISON COUNTY OEM
Destination: Sotnewall Resort
Travel Dates: January 29 and 30
Reason: 2025 Planning Summit

USING COUNTY VEHICLE AND GAS

Estimated Cost $0.00

Transportation $0.00

Air	$				
County Vehicle	$				
Private Vehicle	$	$0.00		miles @ 0.65	per mile
Rental Car	$			days @	per day

Lodging	nights @	/night		
Parking	nights @	/night		
Registration				$0.00

Meals Per Diem less lunch provided 2-days
(Based on GSA per diem rates)
Incidentals $0.00

Approving Authority (Elected Official/Departmental Head) Pegi L Bailey Date 12/06/2024

County Commission Action ( ) Approve ( ) Disapprove

Date

Prepared 12/4/2014

2025 Emergency Management Planning Summit

Attendees:

County Emergency Managers	Dept of Health
Regional Liaisons	Threat Prep
Planning and Development Cou	FEMA
LEPC'	SRO

28-Jan-25	6:00 PM	Set-up / Pre registration	Gary Krushansky

29-Jan-25	**10:00 - 10:30 /**	Registration Check in	
	9:30 - 10:00	Opening comments & Welcome	Dr. Matt Blackwood
	10:00 - 10:30	Planning process overview and importance	Dr. Lonnie Bryson
		SEOC ISM Operations and integration	
	1030 - 12:00	WV Emergency Operations Plan	Gary Krushansky
		What is the integrated preparedness cycle	
		Value of training exercises and how training fits in	
		How HSEEP works	
		Consolidated portal of Plans + Websites and toolkit (VERY user friendly)	
		NIMS format (Why its Important) "Look and Feel"	
		ESF	
		IS	
		Additions & Revisions	
		Addition of Amature radio plan	
		Drought plan	
		Drone plan	
		Etc.....	
		Review of County hazard mitigation plans - Top 5 hazards	
		Review of Distibution Management Plans / CPOD - 2 sites per county	
		Development and review of County Community Points of Distribution	
		What goes into a good plan?	
		Distribution Management Plan	Gary Krushansky
		CPOD	
	12:00 - 1:00	***Lunch*** ***Prepare slide presentation of recent disasters***	
	1:00 - 2:00	WV Hazard Mitigation Plans	Ginger
	2:00 - 2:30	Overview Suite of Plans: ***How it all fits together***	Dr. Blackwood
		Continuity Plans	
		Response Plans	
		Recovery Plans	
		Mass Care Plans	
		REP Planning	
		Evacuation Planning	
		Debris Management Planning	
		Disaster Housing Planning - Housing Strategy	
	Break		
	2:30 - 3:30	Breakout Sessions	

Topic 1	*Disaster housin*	Erin	***Topic 5***	*Communicatio*	Dr. Bryson
Topic 2	*CPOD*	Gary	***Topic 6***	*Response*	Ben Hersman
Topic 3	*Mass Care*	Jon Koeber	***Topic 7***	*Recovery*	Ginger
Topic 4	*Reunification*	Teresa White			

2025 Emergency Management Planning Summit

3:30 - 4:00	Role of FEMA in the planning process	Brian / Jason
4:00	Closing remarks overview day 1 End of Day 1	Dr. Matt Blackwood
5:00	Dinner	

30-Jan-25

9:00 - 9:30	Welcome back & Opening comments	Dr. Matt Blackwood
9:30 - 11:00	Breakout Sessions ***Topic 1*** *POI* — Lora ***Topic 2*** *COOP* — Jonathan ***Topic 3*** *Mass Care* — Jon Koerber ***Topic 4*** *Recovery* — Ginger	
	Break	
11:00 - 12:00	NQS 2.0	Kyle
12:00 - 1:00	***Lunch***	
1:00 - 2:00	Budget	Dave Hoge
2:00 - 6:00	Breakout Sessions ***Topic 1*** *NQS* — Kyle ***Topic 2*** *Budget* — Dave ***Topic 3*** *EOP* — Gary ***Topic 4*** *Mortuary Aff* — Matt Izzo	
	Closing remarks End of Planning Summit	Dr. Matt Blackwood

A-1

United States of America

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

Clerk's Fiduciary Report

Estate from Wednesday, November 27, 2024, through Tuesday, December 3, 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, Monday, December 2, 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, **RICHARD D WALTON** was appointed and qualified as ADMINISTRATOR of the estate of **RICHARD MICHAEL WALTON**, deceased. Bond was 71,000.00.

A duly exemplified copy of the last will and testament of **JOHN THOMAS HIPKINS**, deceased, late a resident of SUMTER, SOUTH CROLINA, was admitted to record.

A duly exemplified copy of the last will and testament of **LARRY KENT RICE**, deceased, late a resident of TARRANT, TEXAS, was admitted to record.

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

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

DONNA BRODSKY, who was named in the last will and testament of **GAIL DENISE RICE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

On, Tuesday, December 3, 2024, the following matters were disposed of in the presence of the Clerk:

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

JANE D MORGAN, who was named in the last will and testament of **MICHAEL STEPHEN MORGAN**, deceased, as ANCILLARY ADMINISTRATOR thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **NATHAN REID** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **ROBIN L REID**, deceased. No bond was required.

C-1

Enlarged Hepzibah PSD

Regular Board Meeting

Monday, November 4, 2024

With due notice published and a quorum present, Darlene Swiger called the meeting to order: ROLL CALL

Present	Employees	Also present
Darlene Swiger	Kevin Short	Lexie Mayfield
Fred Martin	Rhonda Beezel	Ryan Holcomb
Sharon Hamilton		Cody Turner

1. **Approval of Minutes**
   Sharon Hamilton made a motion to approve the Regular Board minutes for Monday, October 14, 2024, as read. Fred Martin seconded the motion. All in favor, none opposed and none abstained.

2. **Signing of Checks**
   Fred Martin made a motion to approve the Checks Signed Document dated 10/01/2024 through 10/31/2024. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.

3. **Public Comments**
   The Town of Lumberport represented by the mayor and its engineer, approached the Board of Enlarged Hepzibah PSD to see if they would be willing and interested in doing a feasibility study. The study would be for Enlarged Hepzibah PSD to provide water service through its system to Lumberport. The Town of Lumberport will be paying for this study with Thrasher Engineering being the firm selected.

4. **Managers Meeting**
   - **A.** Kevin updated the Board on the upcoming merger of Hepzibah PSD to Sun Valley PSD. Kevin and the Board discussed in detail.
   - **B.** Kevin discussed with the Board the remaining ARPA funds totaling $315,923.37 between the three districts, Sun Valley PSD, Lake Floyd PSD and Enlarged Hepzibah PSD. Kevin provided the Board with a letter that was sent to the Harrison County Commission requesting that they allow Enlarged Hepzibah PSD – Sewer to use the balance of the funds for much needed upgrades to the sewer treatment plant and equipment. Once merged the purchased equipment would allow the district to better serve all the customers. Kevin and the Board discussed in detail.
   - **C.** Kevin provided the Board with a copy of the Accounts Payable by A/P Aging Summary as of October 31, 2024; the Income and Expense for the of month for October 2024; Profit & Loss for October 2024; and the Statement of Cash Flows for October 2024. Kevin also provided the Profit and Loss for July through October 2024 and the Income and Expense by month for July through October 2024 and the Statement of Cash Flows for July through October 2024. Kevin and the Board discussed.
   - **D.** Kevin provided a copy of the water loss report for July 2024 through June 2025, with a water loss of 27.80% for the month of October 2024, He said that we have a 24.90%

Adjusted Water Loss a year-to-date 2023-2024. Kevin and the Board discussed.

5. **Next Board Meeting**
   Fred Martin announced the next Board meeting will be December 2, 2024.

6. **Adjournment**
   There being no further business, **Sharon Hamilton made a motion to adjourn the meeting. Fred Martin seconded the motion. All in favor, none opposed and none abstained.**

Darlene Zwiger
Chairman

Lee F Martin
Secretary

Sharon Hamilton
Treasurer

jd

Enlarged Hepzibah PSD
A/P Aging Summary
As of September 30, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Ace Hardware	70.12	0.00	0.00	0.00	0.00	70.12
Bennett & Dobbins PLLC	1,500.00	0.00	1,050.00	500.00	40,718.14	43,768.14
Cardinal Sales & Service	291.84	0.00	0.00	0.00	0.00	291.84
CITCO	0.00	1,562.20	0.00	0.00	0.00	1,562.20
City of Clarksburg	455.00	0.00	0.00	0.00	0.00	455.00
Core & Main LP	270.83	0.00	0.00	0.00	0.00	270.83
CORKY WELLS ELECTRIC	0.00	715.00	0.00	0.00	0.00	715.00
CSX Transportation	340.96	0.00	0.00	0.00	0.00	340.96
Cummins Sales and Service	0.00	2,121.63	0.00	0.00	0.00	2,121.63
Hart Office Solutions	30.00	0.00	0.00	0.00	0.00	30.00
HAYES INSURANCE AGENCY	10,536.00	0.00	0.00	0.00	0.00	10,536.00
Miss Utility of WV, Inc.	52.65	0.00	0.00	0.00	0.00	52.65
PACE ANALYTICAL	531.00	0.00	0.00	0.00	0.00	531.00
POSEY ELECTRIC INC	0.00	5,360.00	0.00	0.00	0.00	5,360.00
Precision Pump & Valve Service	0.00	0.00	6,053.00	0.00	0.00	6,053.00
Public Service Commission of WV	0.00	0.00	0.00	2,683.53	0.00	2,683.53
RB ENERGY	0.00	-3,100.00	0.00	0.00	0.00	-3,100.00
State Electric Supply Company	302.21	0.00	0.00	0.00	0.00	302.21
Sun Valley Public Service District	5,556.56	4,360.00	0.00	3,748.00	43,114.56	56,779.12
Tepco	1,605.12	0.00	0.00	0.00	0.00	1,605.12
THE WHOLE 9 YARDS	800.00	0.00	0.00	0.00	0.00	800.00
TOTAL	**22,342.29**	**11,018.83**	**7,103.00**	**6,931.53**	**83,832.70**	**131,228.35**

Enlarged Hepzibah PSD
Profit & Loss
September 2024

	Sep 24	
Income		
1500 · Late Fees		818.42
1501 · Metered Sales		31,035.75
1502 · Sewer Taps		350.00
1505 · Misc Income		212.44
4610 · Metered Water Sales		69,302.51
4700 · Water Late Fees		1,897.02
4741 · Reconnect Fees		225.00
4742 · Water Taps		700.00
4744 · Misc Water Income		2,962.50
Total Income		107,503.64
Gross Profit		107,503.64
Expense		
1704 · Utilities - Sewer Plant		206.14
1725 · Maintenance of Pumps		1,896.96
1726 · Maint of Sewer Plant		531.00
1743 · Transportation Expense		1,397.52
1789 · Petty Cash		200.00
1790 · Postage		685.60
1791 · Board Salaries		332.32
1793 · Supplies		1,279.75
1794 · Uniforms		271.38
1795 · Telephone		432.63
1796 · Outside Services		800.00
1800 · Bank Charges		15.00
1804 · Regulatory		200.00
1805 · Sludge Disposal		455.00
66000 · Payroll Expenses		13,994.86
6662 · Power & Fuel		
6662.1 · HREA	1,264.14	
Total 6662 · Power & Fuel		1,264.14
9210 · Office Supplies		428.73
9260 · Pensions & Benefits		8,470.40
9290 · Bank Charges Water		16.85
Total Expense		32,878.28
Net Income		**74,625.36**

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Sun Valley Public Service District

Regular Board Meeting

Tuesday, November 12, 2024

With due notice published and a quorum present, Chairman Dale called the meeting to order: ROLL CALL

Present	**Employees**	**Also Present**
Gregg Dale	Kevin Short	Zack Dobbins
Connor Thompson		Kylea Radcliff
Sandra Patterson		Doug Mazer-Indian Run
		Shaun Mazer-Indian Run
		Charles Mazer-Indian Run

1. **Approval of Minutes**

****Connor Thompson made a motion to approve the minutes from the Regular Board meeting on Tuesday, October 8, 2024, as read. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained****

****Connor Thompson made a motion to approve the minutes from the Special Board Meeting for the Sewer Phase III B Bond Closing on November 7, 2024 at 4:00 pm. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained****

2. **Signing of Checks**

Connor Thompson made a motion to approve the Check Signed Document dated 10/09/24 through 11/12/24. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

3. **Phase III "A" Sewer Project**

Zack Dobbins informed the Board that he had the 4th Payment Request for the Phase III 'A' Sewer Collection System Upgrades Project from ARPA Funds. Zach said this is for Payment #4, the following is being paid to Thrasher Engineering for $31,951.83; JD Utilities for $2,000.00 and Pro Contracting for $481,539.00 for a grand total of $515,490.83. After discussion, **Sandra Patterson made a motion to approve Resolution #4 for the Phase III "A" Sewer Project, with $31,951.83 going to Thrasher Engineering Group; $2,000.00 going to JD Utilities and 481,539.00 going to Pro Contracting for a grand total of $515,490.83, to be submitted to the Harrison County Commission and the WDA. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

4. **Proposed Water Line Extension for Indian Run**

Kylea informed the Board that she had Engineering Agreements for Indian Run with her today. It is just at a report phase since they don't have the funding figured out for it yet. Much discussion on the progress that has been made and that is being made on this line extension. Gregg said for the record and a ball park figure, what is the estimated cost and time frame going to be. Kylea said 1.7 to 1.8 million dollars and providing everything goes well, we are probably looking at early spring, say around March, 2025 on getting the permits back.

After discussion, **Connor Thompson made a motion to appropriate $15,000.00 for engineering services payable to Thrasher Engineering for the Waterline Extension on Indian Run. Sandra Patterson seconded the motion. All in favor, none opposed and none**

abstained.

5. **Merger of Lake Floyd PSD into Sun Valley PSD**
   Kevin informed everyone that no one showed up for the Public Meeting regarding the Merger of Lake Floyd PSD into Sun Valley PSD that was held on November 7, 2024 at 3:00 PM. Kevin and the Board discussed the merger in detail.
   After discussion, **Connor Thompson made a motion to approve the merger between Sun Valley PSD and Lake Floyd PSD. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

6. **Manager's Report**

A. Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on October 31, 2024 and discussed.

B. Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and advised the Board that all of the Bond payments are paid to date.

C. Kevin provided the Board with a copy of the Vendor Invoice Report for Water and Sewer that is outstanding as of October 31, 2024 and discussed.

D. Kevin provided the Board with a copy of the Water and Sewer spreadsheets that show the total amount billed compared to the total amount purchased for the month of October, 2024 and discussed.

E. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Water to Water Working Capital Reserve Savings Account for FY 2024-2025 and discussed.

F. Kevin provided the Board with a copy of the CWCR (Current Cash Working Capital Reserve), Sewer to Sewer Working Capital Reserve Savings Account for FY 2024-2025 and discussed.

G. Kevin provided the Board with a copy of the Water Loss Report for July 2024 through June 2025. Kevin informed the Board that we had a Water Loss of 18.80% for the month of October, 2024. He said that we have a 15.94% adjusted Water Loss for FY 2024-2025. Kevin and the Board discussed this in detail.

H. Kevin provided the Board with a copy of the November, 2024 calendar and discussed.

7. **Next Board Meeting**
   Sandra Patterson announced that the next Board meeting would be December 3, 2024.

8. **Adjournment**
   There being no further business, **Sandra Patterson made a motion to adjourn the meeting. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

Chairman

Treasurer

Secretary

aja

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Sun Valley PSD

V E N D O R I N V O I C E R E P O R T

** OPEN INVOICES ** DUE DATE: 11/30/24 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 11/30/24 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 623 000 00	OPERATIONAL SUPPLIES & EXPENSE	2	10,013.26	2	10,013.26
B	80 651 100 00	MAINTENANCE OF MAINS	1	568.67	1	568.67
B	80 921 000 00	OFFICE SUPPLIES & OTHER EXP	1	1,231.17	1	1,231.17
B	80 921 100 00	OFFICE SUPPLIES & OTHER EXPENS	2	79.19	2	79.19
B	80 923 901 00	ADVERTISING	1	349.69	1	349.69
	FUND# 80	WATER FUND	7	12,241.98	7	12,241.98
B	81 793 000 00	GENERAL & MISC SUPPLIES & EXP	3	561.57	3	561.57
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	23	29,930.72	23	29,930.72
B	81 795 601 00	ADVERTISING	2	192.76	2	192.76
	FUND# 81	SEWER FUND	28	30,685.05	28	30,685.05
		ALL FUNDS	35	42,927.03	35	42,927.03